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## Appendices for: The appraisal of Gates of the Arctic, volume I.

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**VOLUME - I**

**APPENDICES FOR:  
THE APPRAISAL OF  
GATES OF THE ARCTIC**

APPENDICES FOR:

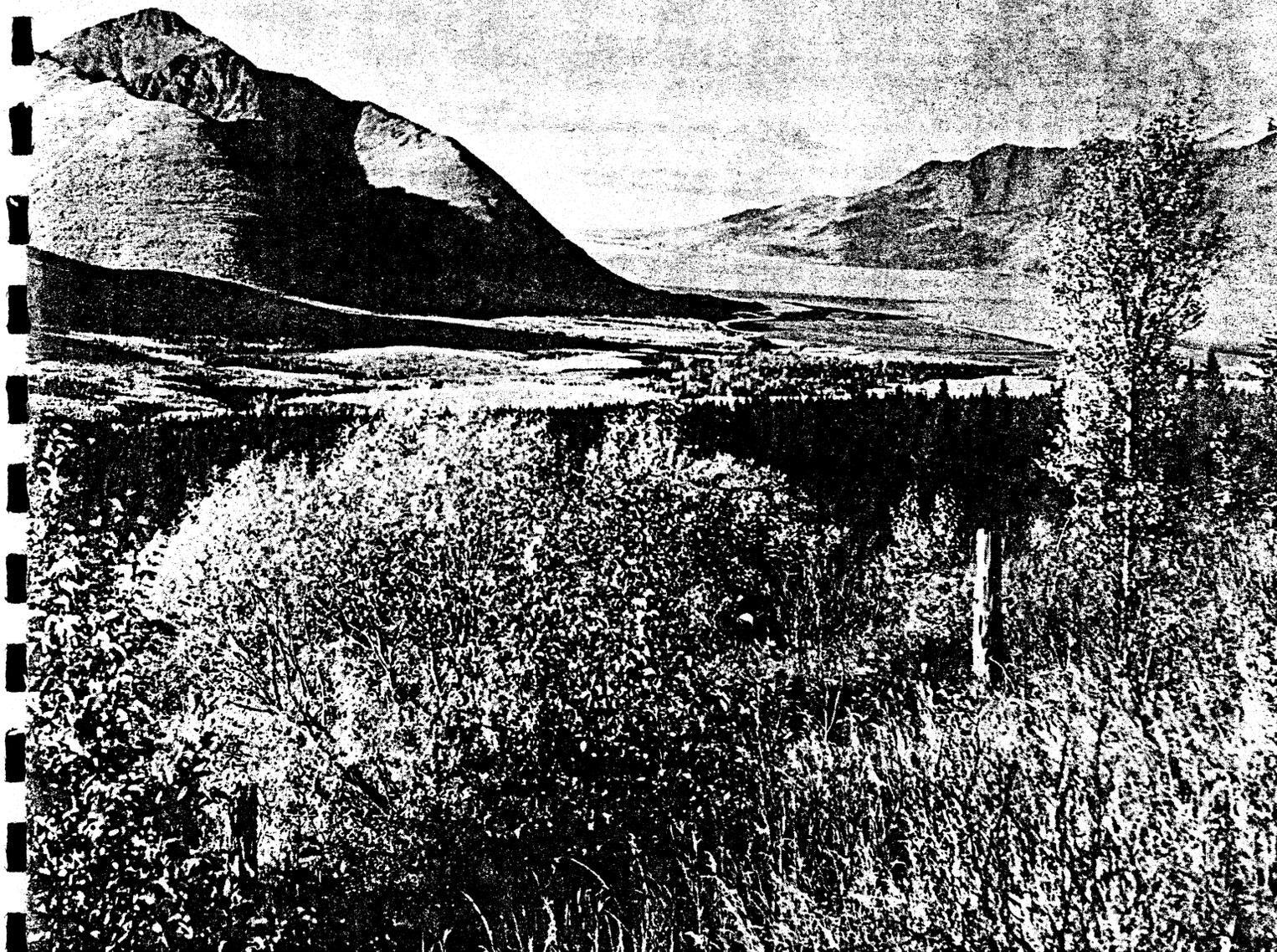
The Appraisal of

Gates of the Arctic

APPENDIX II-A

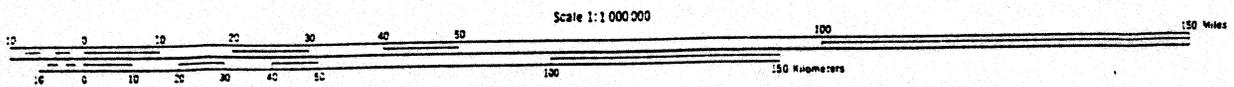
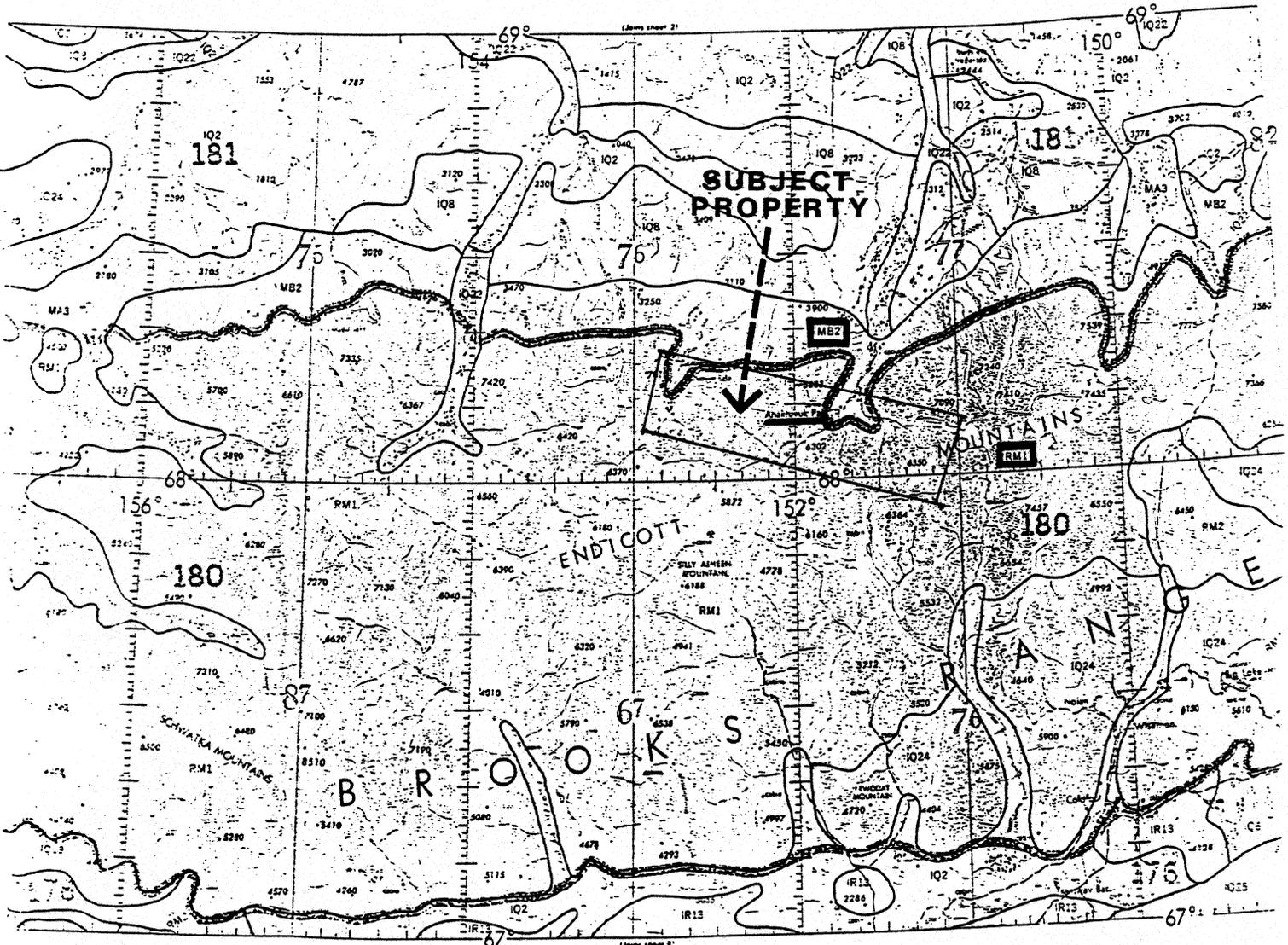
Exploratory Soil Survey of Alaska - Gates of the Arctic Region

# EXPLORATORY SOIL SURVEY OF Alaska



United States Department of Agriculture, Soil Conservation Service

ALASKA EXPLORATORY SOIL SURVEY — SHEET NUMBER 5



in some years. Because of severe fires, there is little harvestable timber. Most areas are suitable for construction, but the deep silty soils and the possible presence of permafrost require detailed soil investigation and construction practices adapted to these conditions.

#### Principal components:

*Typic Cryoborolls, loamy, nearly level to rolling*, (80 percent) are well drained upland soils formed in non-acid silty loess. Polygons 12 to 18 inches (30 to 45 cm) high and 6 to 8 feet (180 to 240 cm) in diameter are common. Permafrost is discontinuous. Soils of this kind with permafrost are properly classified as *Pergelic Cryoborolls* but have not been identified separately in this area. The extent of soils underlain by permafrost is not known.

The vegetation on recently burned areas is young aspen, willows, grasses, and fireweed. Areas of older burns have stunted white spruce and willows.

Typically, these soils have a thin layer of partly decomposed organic matter over dark brown and very dark grayish brown silt loam that extends to depths of 20 inches (50 cm) or more. The substratum is dark grayish brown. See 104 in table 6.

*Pergelic Cryaquolls, loamy, nearly level to rolling*, (10 percent) are poorly drained soils in broad depressions and drainageways. They formed in silty alluvial material and are underlain by ice-rich permafrost at shallow depths. The vegetation is black spruce, shrubs, mosses, and sedges.

Typically, these soils have a thick mat of moss peat over mottled dark grayish brown silt loam. Permafrost occurs at a depth of about 10 inches (25 cm) below the mineral surface. See 101 in table 6.

*Typic Cryochrepts, loamy, nearly level to rolling*, (10 percent) are well drained soils principally on south-facing slopes under a white spruce forest. The soils are brown or dark brown to a depth of 12 to 20 inches (30 to 50 cm) over a dark gray substratum. The texture is silt loam throughout. See 81b in table 6.

\* MB2—*Pergelic Cryoborolls-Pergelic Cryaquolls, very gravelly, hilly to steep* association is in the following major land resource areas:

	Acres
179 Bering Sea Islands	174,000
180 Brooks Range	696,000
181 Arctic Foothills	4,898,000
Total	5,768,000

This association is extensive on the hilly northern and western slopes of the Brooks Range (fig. 39), and on St. Lawrence and St. Matthew Islands in the Bering Sea. High rounded ridges and hilly plateaus separated by deep valleys dominate the landscape. Isolated mountains, a few sharp peaks, steep foot slopes, and some broad gently sloping valleys are also included. Though most areas in the association range from about 1,000 to 3,000 feet (300 to 900 m) above sea level, a few included mountain slopes have elevations of more than 4,000 feet (1,200 m), and some areas on the islands and the far western parts of the Arctic Foothills slope to the sea coast. The vegetation is tundra, and the entire association is within the zone of continuous permafrost.

On hills and foot slopes in glaciated valleys near

steep mountains of the Brooks Range, the dominant soils formed in very gravelly drift. In nonglaciated areas, the major soils formed in very gravelly colluvium and residual material weathered from calcareous rock.

None of the soils are potentially suitable for cultivation, and most have severe limitations for building and construction. Primarily, they support habitat for caribou and other species of wildlife that frequent the arctic tundra. They are suitable for reindeer range.

#### Principal components:

*Pergelic Cryoborolls, very gravelly, hilly to steep*, (35 percent) are well drained very gravelly loamy soils on hilly moraines and south-facing colluvial slopes. The vegetation is tundra dominated by grasses, mosses, lichens, dryas, forbs, and dwarf shrubs. Typically, under a thin peaty surface mat, the soils have a dark, humus-rich, nonacid or calcareous gravelly silt loam to sandy loam upper layer over dark gray very gravelly sand or sandy loam. Though the mean annual soil temperature is below freezing, thick lenses of ice-rich permafrost seldom form in the coarse material. See 107 in table 6.

*Pergelic Cryaquolls, very gravelly, hilly to steep*, (20 percent) are poorly drained soils with permafrost on foot slopes, north-facing slopes, and low hills. In summer they thaw to a depth of 10 to 24 inches (25 to 60 cm) and are usually wet. The vegetative cover is mainly sedges, mosses, low shrubs, and other tundra plants, but in places it is interrupted with barren frost scars. Typically, under a peaty surface mat, the soils have a black, nonacid mucky silt loam upper layer over mottled dark gray very gravelly loamy material derived from calcareous rocks. See 103 in table 6.

*Pergelic Cryaquepts, very gravelly, hilly to steep*, (15 percent) are poorly drained very gravelly and stony soils in steep drainageways and on steep north-facing slopes of high ridges. The vegetation, which is dominated by sedges, mosses, and low tundra shrubs, is commonly interrupted by unvegetated frost scars and stone stripes. Typically, beneath a thin peaty surface and in frost scars, the soils consist of mottled dark gray very gravelly and stony silt loam or sandy loam. Depth to permafrost ranges from about 10 to 30 inches (25 to 75 cm). See 76 in table 6.

*Pergelic Cryaquolls, loamy, nearly level to rolling*, (10 percent) are poorly drained soils formed in non-acid and calcareous loamy sediment in valley bottoms and on long colluvial foot slopes. The vegetation is mainly sedges, mosses, and low shrubs. Typically, the soils have a peaty surface mat ranging from about 6 to 12 inches (15 to 30 cm) in thickness. Beneath the mat the soils have a black mucky silt loam upper layer over mottled dark gray, frost-churned silt loam. In summer they thaw to a depth of 10 to 20 inches (25 to 50 cm) below the surface mat and are usually wet. The perennially frozen material generally contains thick lenses of clear ice. See 101 in table 6.

*Lithic Cryorthents, very gravelly, hilly to steep*, (10 percent) are well drained to excessively drained soils on high hills and ridgetops. The vegetative cover, which is commonly interrupted by patches of bare ground and stone stripes, is mainly grasses, lichens, mosses, and dwarf tundra shrubs. Typically, the soils

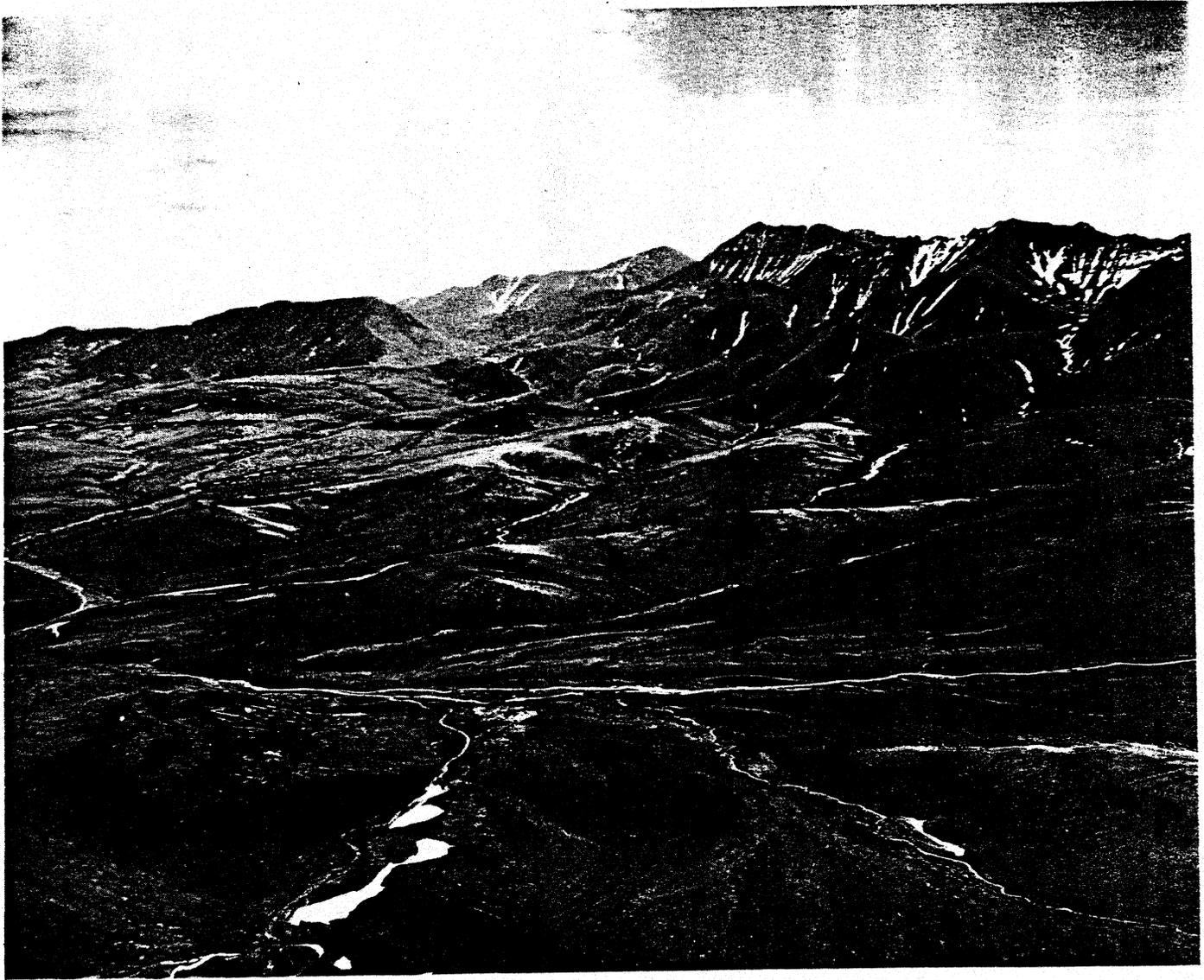


Figure 39.—Pergelic Cryoborolls are on hills under low shrubby vegetation. Pergelic Cryoquolls occupy valleys and foot slopes under vegetation dominated by sedges and mosses. East of Canning River.

under the thin vegetative mat and in the bare patches consist of dark grayish brown very gravelly and stony silt loam or sandy loam a few inches to 20 inches (50 cm) thick over bedrock. The mean annual soil temperature is below freezing. See 16 in table 6.

Other components (10 percent):

*Rubble land* consists of areas of loose stones and gravel on the tops of high windswept ridges. There is little or no vegetation other than patches of lichens. See 146 in table 6.

*Rough mountainous land* includes rockslides and areas of bare rock on mountainsides and isolated peaks. There is little or no vegetation. See 145 in table 6.

*Pergelic Cryofibrists, nearly level*, are very poorly drained organic soils in shallow depressions. The vege-

tation is dominantly sedges and mosses. The permafrost table is usually less than 12 inches (30 cm) deep. See 28 in table 6.

\* **RMI—Rough mountainous land** is in the following major land resource areas:

168 Southeastern Alaska	8,361,000
169 South Central Alaska Mountains	21,174,000
170 Cook Inlet-Susitna Lowland	44,000
171 Alaska Peninsula and Southwestern Islands	6,730,000
173 Alaska Range	12,528,000
175 Kuskokwim Highlands	959,000
176 Interior Alaska Highlands	174,000
178 Western Alaska Coastal Plains and Deltas	18,000
179 Bering Sea Islands	7,000
180 Brooks Range	17,731,000
181 Arctic Foothills	47,000
Total	67,773,000

Rough mountainous land is made up of steep rocky slopes, icefields, and glaciers (fig. 40). Some slopes in the mountains support a sparse shrubby vegetation, but most are barren. Thin soils occur in the vegetated areas on lower slopes and in valleys, but almost all are stony and shallow over bedrock or bouldery deposits. In most cases, these soils can be classified into the same subgroups as those of hilly areas adjacent to the mountains.

The major mountain ranges in Alaska are mapped predominantly as Rough mountainous land. Rough mountainous land also occurs on the highest parts of generally hilly areas, on isolated peaks surrounded by low rolling or level areas, and on steep, rocky islands. About 16,550,000 acres, mostly in Southeastern Alaska, the South Central Alaska Mountains, the

Alaska Peninsula, and the Alaska Range, are covered by permanent ice. Most of the major rivers in Alaska carry a heavy load of sediment originating in outflows from these icefields and glaciers.

Rough mountainous land is unsuitable for agriculture or forestry. Roads are feasible only in major valleys through the mountains. Steep slopes and problems of water supply and sewage disposal severely limit the choice of building sites and commonly increase the cost of construction. Mountainous areas generally have great esthetic value and provide many recreational opportunities. They are the favored habitat of several species of birds and mammals.

**RM2—Rough mountainous land-Lithic Cryorthents, very gravelly, hilly to steep association** is in the following major land resource areas:

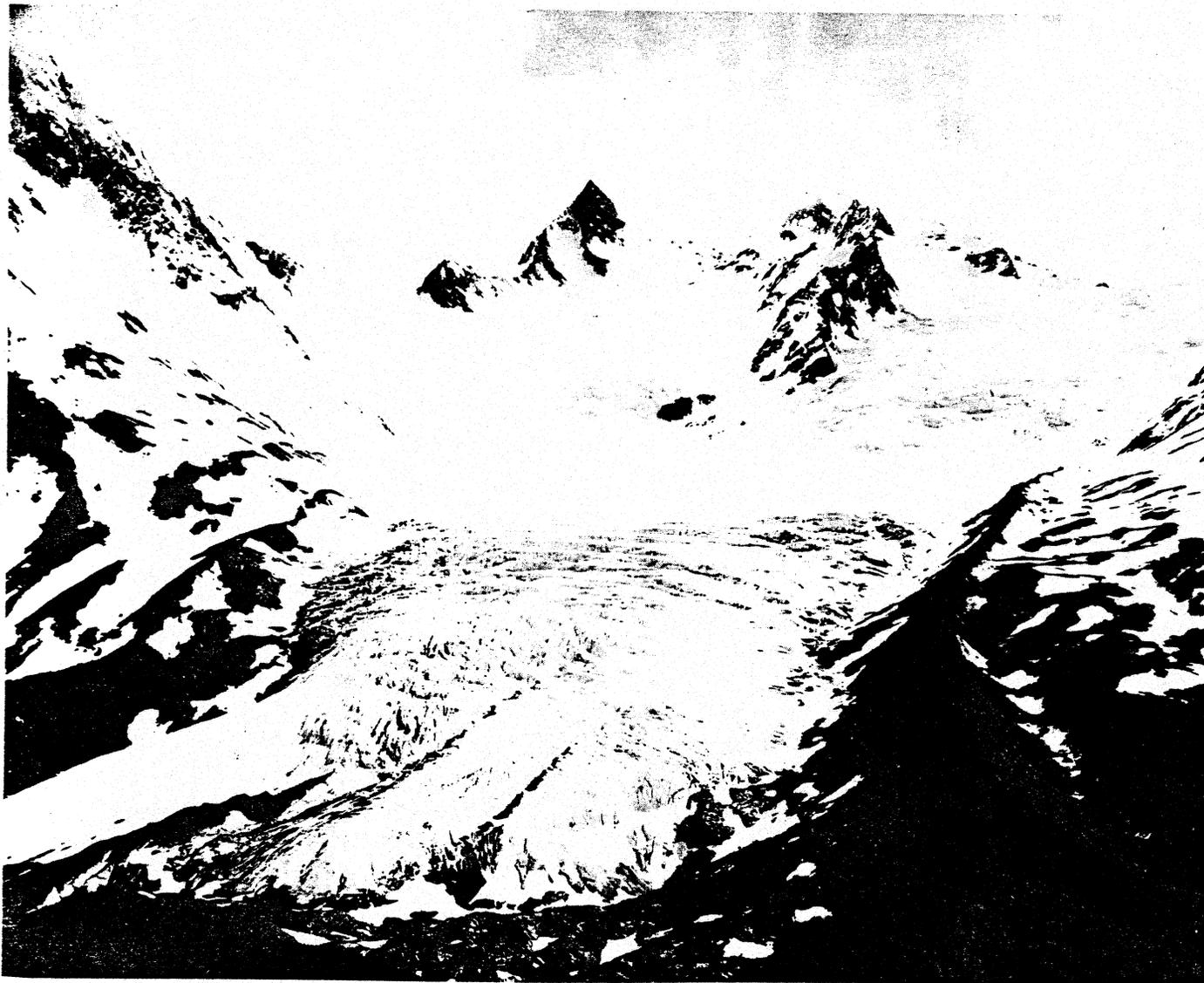


Figure 40.—Icefield and glacier. Kenai Mountains.

TABLE 6.—Suitability and limitation ratings of

Map unit component and major land resource area (MLRA) <sup>2</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
<b>ENTISOLS</b>			
1. Typic Cryaquents, clayey, nearly level	Poor: WET, FLD	Poor: WET, LPR	Poor: LPR
2. Typic Cryaquents, loamy, nearly level:			
a. MLRA 168, 169, 170	Poor: WET, FLD	Fair to poor: WET, LPR.	Poor: LPR
b. MLRA 175, 177, 178	Poor: WET, FLD	Poor: WET, LPR	Fair: LPR
3. Typic Cryaquents, sandy, nearly level:			
a. MLRA 168, 169, 170	Poor: WET, FLD	Fair to poor: WET, LPR.	Poor: LPR
b. MLRA 172, 175, 178	Poor: WET, FLD	Poor: WET, LPR	Fair: LPR
4. Typic Cryaquents, very gravelly, nearly level to rolling	Poor: WET, FLD	Poor: WET, LPR	Poor: LPR
5. Typic Cryaquents, very gravelly, hilly to steep	Poor: SLP, WET	Poor: FOR, WET	Unsuited: LPR
6. Andaqueptic Cryaquents, loamy, nearly level	Poor: WET, FLD	Fair: WET	Fair: LPR
7. Typic Cryofluvents, loamy, nearly level to rolling:			
a. MLRA 168, 169, 170, 174, 175, 176	Good	Poor: FOR	Poor: LPR
b. MLRA 172	Fair: SFP, FLD	Poor: FOR, SFP	Poor: LPR
c. MLRA 173, 177, 178	Poor: LTP	Unsuited: SFP	Fair: LPR
d. MLRA 180, 181	Unsuited: SFP	Unsuited: SFP	Fair: LPR
8. Typic Cryofluvents, very gravelly, nearly level:			
a. MLRA 168	Fair: FLD	Poor: FOR	Unsuited: LPR
b. MLRA 169, 170, 174	Fair: DRT, FLD	Poor: FOR	Poor: LPR
c. MLRA 175	Fair: DRT, FLD	Poor: FOR, SFP	Poor: LPR
9. Typic Cryorthents, clayey, nearly level to rolling	Poor: SFP	Poor: FOR, SFP	Fair: LPR
10. Typic Cryorthents, loamy, nearly level to rolling:			
a. MLRA 170, 174, 175, 176	Good	Poor: FOR	Poor: LPR
b. MLRA 169, 172, 173	Fair: SFP, ERO	Poor: FOR, SFP	Fair: LPR
c. MLRA 177, 180	Poor: SFP	Unsuited: SFP	Fair: LPR
11. Typic Cryorthents, loamy, hilly to steep	Poor: SLP, ERO	Poor: FOR	Fair to poor: LPR
12. Typic Cryorthents, very gravelly, nearly level to rolling:			
a. MLRA 168, 169, 170, 174, 175, 176	Fair to poor: DRT, STN.	Poor: FOR	Fair to poor: LPR
b. MLRA 172, 173	Poor: DRT, SFP	Poor: FOR	Fair: LPR
c. MLRA 173, 181	Unsuited: LTP	Poor: LPR, SFP	Good
13. Typic Cryorthents, very gravelly, hilly to steep:			
a. MLRA 168	Unsuited: SLP, STN.	Poor: FOR	Unsuited: LPR
b. MLRA 169, 170	Poor to unsuited: SLP, STN.	Poor: FOR	Poor: LPR
c. MLRA 173, 174, 175, 176	Poor to unsuited: SLP, STN.	Poor to unsuited: FOR, SFP.	Fair: LPR
14. Andeptic Cryorthents, very gravelly, nearly level to rolling	Unsuited: STN	Good	Fair: LPR
15. Aquic Cryorthents, very gravelly, hilly to steep	Unsuited: SFP, STN.	Unsuited: SFP, SGR	Good
16. Lithic Cryorthents, very gravelly, hilly to steep	Unsuited: SFP, BDR.	Unsuited: SFP, SGR	Fair: SGR
17. Pergelic Cryorthents, clayey, nearly level to rolling	Unsuited: SFP	Unsuited: SFP	Good
18. Pergelic Cryorthents, loamy, nearly level to rolling	Unsuited: SFP	Unsuited: SFP	Good
19. Pergelic Cryorthents, very gravelly, nearly level to rolling	Unsuited: SFP	Unsuited: SFP	Good
20. Pergelic Cryorthents, very gravelly, hilly to steep	Unsuited: SFP	Unsuited: SFP	Fair: SGR

## map unit components for selected uses

Suitability ratings <sup>1</sup> — Continued	Limitation ratings <sup>1</sup>			
Commercial forestry	Road location	Low buildings	Recreation	Off-road trafficability
Unsuited: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Poor: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Unsuited: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Poor: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Unsuited: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Poor: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Poor: WET, LPR	Severe: SLP, WET	Severe: SLP, WET	Severe: SLP, WET	Severe: WET.
Unsuited: WET, LPR	Severe: WET, FLD	Severe: WET, FLD	Severe: WET, FLD	Severe: WET.
Good	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Good to fair: SGR	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Unsuited: LPR, SGR	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Unsuited: LTP	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Good	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Good	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Good to fair: SGR	Moderate: FLD	Severe: FLD	Moderate: FLD	Slight.
Fair: SGR	Severe: SLP, ERO	Severe: SLP	Severe: SLP	Severe: SLP, DSL.
Good	Moderate: FST	Moderate: FST	Slight	Slight.
Good to fair: SGR	Moderate: FST	Moderate: FST	Slight	Slight.
Unsuited: SGR	Moderate: FST	Moderate: FST	Slight	Slight.
Good to fair: SLP, SGR.	Severe: SLP, ERO	Severe: SLP	Severe: SLP	Severe: SLP.
Good to fair: SGR	Slight	Slight	Slight	Slight.
Good to fair: SGR	Slight	Slight	Slight	Slight.
Unsuited	Slight	Slight	Slight	Slight.
Good to fair: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good to fair: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good to fair: SLP, SGR.	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Unsuited: LTP	Slight	Slight	Moderate: STN	Slight.
Unsuited: LTP	Severe: SLP	Severe: SLP	Severe: SLP	Moderate to severe: SLP.
Unsuited: LTP	Severe: SLP, BDR	Severe: SLP, BDR	Severe: SLP	Moderate to severe: SLP.
Unsuited: LTP	Severe: PFT	Severe: PFT, SLP	Severe: PFT, SLP	Severe: DSL.
Unsuited: LTP	Severe: PFT, FST	Severe: PFT, FST	Moderate: PFT	Severe: DSL, ERO.
Unsuited: LTP	Moderate: PFT	Moderate: PFT	Slight	Slight.
Unsuited	Severe: SLP	Severe: SLP	Severe: SLP	Moderate to severe: SLP.

TABLE 6.—Suitability and limitation ratings of

Map unit component and major land resource area (MLRA) <sup>2</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
21. Typic Cryopsamments, sandy, nearly level to rolling	Poor: DRT, BLO	Poor: FOR, DRT	Fair to poor: LPR
22. Typic Cryopsamments, sandy, hilly to steep	Unsuited: DRT, SLP.	Poor: FOR, DRT	Fair to poor: LPR
23. Pergelic Cryopsamments, sandy, nearly level to rolling	Unsuited: SFP	Unsuited: LPR, SFP	Good
24. Pergelic Cryopsamments, sandy, hilly to steep	Unsuited: SFP	Unsuited: LPR, SFP	Good
<b>HISTOSOLS</b>			
25. Sphagmic Borofibrists, nearly level to rolling	Unsuited: WET, HUM.	Unsuited: WET, LPR	Poor: LPR
26. Terric Borofibrists, nearly level	Unsuited: WET, HUM	Poor: WET, LPR	Poor: LPR
27. Fluvaquentic Cryofibrists, nearly level	Unsuited: WET, HUM.	Poor: WET, LPR	Poor: LPR
28. Pergelic Cryofibrists, nearly level	Unsuited: WET, LTP.	Unsuited: WET, LPR	Fair: LPR
29. Terric Cryofibrists, nearly level	Unsuited: WET, HUM.	Poor: WET, LPR	Poor: LPR
30. Typic Sphagnofibrists, nearly level to rolling	Unsuited: WET, HUM.	Unsuited: WET, LPR	Poor: LPR
31. Terric Sphagnofibrists, nearly level	Unsuited: WET, HUM.	Unsuited: WET, LPR	Poor: LPR
32. Typic Cryofolists, hilly to steep	Unsuited: SLP, STN.	Unsuited: FOR	Unsuited: LPR
33. Lithic Cryofolists, hilly to steep	Unsuited: SLP, STN.	Unsuited: FOR	Unsuited: LPR
34. Typic Borohemists, nearly level	Unsuited: WET, HUM.	Poor: WET, LPR	Fair: LPR
35. Fluvaquentic Borohemists, nearly level	Unsuited: WET, HUM.	Poor: WET, LPR	Fair: LPR
36. Terric Borohemists, nearly level	Poor: WET, HUM	Poor: WET, LPR	Poor: LPR
37. Typic Cryohemists, nearly level to steep	Unsuited: WET, HUM.	Poor: WET, LPR	Poor: LPR
38. Lithic Cryohemists, hilly to steep	Unsuited: WET, HUM.	Poor: WET, LPR	Poor: LPR
39. Pergelic Cryohemists, nearly level	Unsuited: WET, LTP.	Unsuited: WET, LPR	Fair: LPR
40. Terric Cryohemists, nearly level to steep	Unsuited: WET, HUM.	Poor: WET, LPR	Poor: LPR
41. Terric Borosaprists, nearly level	Poor: WET, HUM	Fair: WET, FOR	Poor: LPR
42. Lithic Cryosaprists, hilly to steep	Unsuited: HUM, BDR.	Unsuited: LPR	Unsuited: LPR
43. Terric Cryosaprists, nearly level to steep	Poor: WET, HUM	Unsuited: LPR	Unsuited: LPR
<b>INCEPTISOLS</b>			
44. Typic Cryandepts, loamy, nearly level to rolling	Fair to poor: LTP	Good to fair: LPR	Good to fair: LTP
45. Typic Cryandepts, loamy, hilly to steep	Poor: LTP, SLP	Good to fair: LPR	Good to fair: LTP
46. Typic Cryandepts, sandy, nearly level to rolling	Poor: LTP	Fair: LPR, SFP	Good
47. Typic Cryandepts, sandy, hilly to steep	Unsuited: LTP, SLP.	Fair: LPR, SFP	Good
48. Typic Cryandepts, very gravelly, nearly level to rolling:			
a. MLRA 171, 178	Poor: LTP	Good to fair: LPR	Good
b. MLRA 175	Poor: LTP	Poor: SFP, LPR	Good

## map unit components for selected uses—Continued

Suitability ratings <sup>1</sup> — Continued	Limitation ratings <sup>1</sup>			
Commercial forestry	Road location	Low buildings	Recreation	Off-road trafficability
Poor: SGR, DRT -----	Moderate: BLO -----	Slight -----	Slight -----	Moderate: LSE.
Poor: SGR, DRT -----	Severe: SLP, BLO -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP, LSE.
Unsuited: LTP -----	Moderate: BLO -----	Moderate: PFT -----	Moderate: PFT -----	Moderate: LSE.
Unsuited: LTP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP, LSE.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Severe: WET, HUM --	Severe: WET, HUM --	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, LTP.	Very severe: PFT, HUM.	Very severe: PFT, HUM.	Very severe: PFT. HUM.	Very severe: PFT, HUM.
Unsuited: WET, HUM.	Severe: WET, HUM --	Severe: WET, HUM --	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Severe: WET, HUM --	Severe: WET, HUM --	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Severe: WET, HUM --	Severe: WET, HUM --	Very severe: WET, HUM.	Very severe: WET, HUM.
Fair: SGR -----	Moderate: STN, HUM.	Moderate: STN, HUM.	Moderate: STN -----	Severe: SLP.
Fair: SGR, SLP -----	Severe: SLP, BDR -----	Very severe: SLP, BDR.	Very severe: SLP, STN.	Very severe: SLP.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Severe: WET, HUM --	Severe: WET, HUM --	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: WET, HUM.	Very severe: SLP, BDR.	Very severe: SLP, BDR.	Very severe: SLP, BDR.	Very severe: SLP.
Fair: WET, SGR -----	Severe: WET, HUM --	Severe: WET, HUM --	Very severe: WET, HUM.	Very severe: WET, HUM.
Unsuited: LTP -----	Moderate: LSC -----	Moderate: LSC -----	Slight -----	Moderate: DSL.
Unsuited: LTP -----	Severe: SLP, LSC -----	Severe: SLP, LSC -----	Severe: SLP -----	Severe: SLP, DSL.
Unsuited: LTP -----	Slight -----	Slight -----	Slight -----	Slight.
Unsuited: LTP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP, LSE.
Unsuited: LTP -----	Slight -----	Slight -----	Slight -----	Slight.
Unsuited: LTP -----	Slight -----	Slight -----	Slight -----	Slight.

TABLE 6.—Suitability and limitation ratings of

Map unit component and major land resource area (MLRA) <sup>2</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
49. Typic Cryandepts, very gravelly, hilly to steep: a. MLRA 170, 171 ----- b. MLRA 173, 175, 178, 179 -----	Unsuited: LTP, STN. Unsuited: LTP, STN.	Good to fair: LPR ----- Poor: SFP, LPR -----	Good ----- Good -----
50. Dystric Cryandepts, loamy, nearly level to rolling: a. MLRA 170, 171 ----- b. MLRA 175 -----	Poor: LTP ----- Fair: LTP -----	Good to fair: LPR ----- Poor: LPR, SFP -----	Good ----- Good -----
51. Dystric Cryandepts, loamy, hilly to steep: a. MLRA 170 ----- b. MLRA 171 ----- c. MLRA 175 -----	Poor: SLP, LTP ----- Poor: SLP, LTP ----- Poor: SLP, LTP -----	Fair: LPR, SFP ----- Good to fair: LPR ----- Poor: SFP, LPR -----	Fair: LPR ----- Good ----- Good -----
52. Dystric Lithic Cryandepts, loamy, hilly to steep -----	Unsuited: BDR, LTP.	Poor: LPR -----	Good -----
53. Dystric Lithic Cryandepts, very gravelly, hilly to steep -----	Unsuited: BDR, STN.	Poor: LPR -----	Good -----
54. Lithic Cryandepts, very gravelly, hilly to steep -----	Unsuited: BDR, STN.	Poor: LPR -----	Good -----
55. Typic Cryaquepts, loamy, nearly level to rolling: a. MLRA 170 ----- b. MLRA 171 -----	Fair to poor: WET ----- Unsuited: WET, LTP.	Poor: FOR, WET ----- Good to fair: LPR -----	Poor: LPR ----- Fair: LPR -----
56. Typic Cryaquepts, very gravelly, nearly level to rolling -----	Poor: WET, STN -----	Poor: FOR, WET -----	Poor: LPR -----
57. Typic Cryaquepts, very gravelly, hilly to steep -----	Unsuited: WET, SLP.	Unsuited: FOR -----	Unsuited: LPR -----
58. Aeris Cryaquepts, loamy, nearly level to rolling -----	Good: PIT -----	Poor: FOR, SFP -----	Fair to poor: LPR -----
59. Aeris Cryaquepts, very gravelly, nearly level to rolling -----	Good -----	Poor: FOR, SFP -----	Fair to poor: LPR -----
60. Aeris Humic Cryaquepts, loamy, nearly level to rolling -----	Fair: WET -----	Good -----	Poor: LPR -----
61. Andic Cryaquepts, loamy, nearly level to rolling -----	Poor: WET, LTP -----	Good to fair: LPR -----	Fair: LPR -----
62. Histic Cryaquepts, loamy, nearly level to rolling -----	Poor: WET -----	Poor: LPR, WET -----	Poor: LPR -----
63. Histic Cryaquepts, very gravelly, nearly level to rolling -----	Unsuited: WET, STN.	Poor: LPR, WET -----	Poor: LPR -----
64. Histic Pergelic Cryaquepts, clayey, nearly level to rolling -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP -----	Good -----
65. Histic Pergelic Cryaquepts, loamy, nearly level to rolling: a. MLRA 169, 170, 172, 173, 174, 175, 176 ----- b. MLRA 177, 178, 179, 180, 181, 182 -----	Poor: WET, LTP ----- Unsuited: LTP, WET.	Poor to unsuited: LPR, SFP ----- Unsuited: LPR, SFP -----	Good ----- Good -----
66. Histic Pergelic Cryaquepts, loamy, hilly to steep -----	Unsuited: SLP, WET.	Unsuited: LPR, SFP -----	Good -----
67. Histic Pergelic Cryaquepts, sandy, nearly level to rolling -----	Unsuited: WET, LTP.	Poor: LPR, SFP -----	Good -----
68. Histic Pergelic Cryaquepts, very gravelly, nearly level to rolling -----	Unsuited: WET, STN.	Unsuited: LPR, SFP -----	Good -----



TABLE 6.—*Suitability and limitation ratings of*

Map unit component and major land resource area (MLRA) <sup>a</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
69. Histic Pergelic Cryaquepts, very gravelly, hilly to steep -----	Unsuited: WET, STN.	Unsuited: LPR, SFP	Good -----
70. Humic Cryaquepts, loamy, nearly level to rolling -----	Poor: WET	Poor: FOR, WET	Poor: LPR -----
71. Lithic Cryaquepts, very gravelly, hilly to steep -----	Unsuited: WET, BDR.	Unsuited: LPR, SFP	Good -----
72. Pergelic Cryaquepts, loamy, nearly level to rolling: ----- a. MLRA 174, 175, 176 ----- b. MLRA 172, 173, 177, 178, 179, 180, 181, 182 -----	Fair to poor: WET	Poor: LPR, SFP	Good -----
73. Pergelic Cryaquepts, loamy, hilly to steep -----	Unsuited: LTP, WET. Unsuited: SLP, WET.	Unsuited: LPR, SFP	Good -----
74. Pergelic Cryaquepts, sandy, nearly level to rolling -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
75. Pergelic Cryaquepts, very gravelly, nearly level to rolling -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
76. Pergelic Cryaquepts, very gravelly, hilly to steep -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
77. Pergelic Ruptic-Histic Cryaquepts, clayey, nearly level to rolling -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
78. Pergelic Ruptic-Histic Cryaquepts, loamy, nearly level to rolling -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
79. Pergelic Ruptic-Histic Cryaquepts, very gravelly, nearly level to rolling -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
80. Pergelic Ruptic-Histic Cryaquepts, very gravelly, hilly to steep -----	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good -----
81. Typic Cryochrepts, loamy, nearly level to rolling: ----- a. MLRA 169, 172, 173 ----- b. MLRA 174, 175, 176 -----	Fair: SFP ----- Good -----	Poor: FOR ----- Poor: FOR -----	Fair to poor: LPR ----- Fair to poor: LPR ----- Fair to poor: LPR -----
82. Typic Cryochrepts, loamy, hilly to steep -----	Poor: SLP, ERO	Poor: FOR	Fair to poor: LPR -----
83. Typic Cryochrepts, sandy, nearly level to rolling -----	Fair: DRT, BLO	Poor: FOR	Fair to poor: LPR -----
84. Typic Cryochrepts, sandy, hilly to steep -----	Poor: SLP, BLO	Poor: FOR	Fair to poor: LPR -----
85. Typic Cryochrepts, very gravelly, nearly level to rolling: ----- a. MLRA 169, 172, 173 ----- b. MLRA 174, 176 -----	Fair to poor: SFP, DRT. Fair: DRT -----	Poor: FOR ----- Poor: FOR -----	Fair to poor: LPR ----- Fair to poor: LPR -----
86. Typic Cryochrepts, very gravelly, hilly to steep -----	Poor: SLP, DRT	Poor: FOR	Fair to poor: LPR -----
87. Alfic Cryochrepts, loamy, nearly level to rolling -----	Good -----	Poor: FOR -----	Fair to poor: LPR -----
88. Alfic Cryochrepts, loamy, hilly to steep -----	Poor: SLP, ERO	Poor: FOR -----	Fair to poor: LPR -----
89. Alfic Cryochrepts, very gravelly, hilly to steep -----	Poor: SLP, DRT	Poor: FOR	Fair to poor: LPR -----
90. Andic Cryochrepts, very gravelly, hilly to steep -----	Poor: SLP, DRT	Poor: FOR	Fair to poor: LPR -----
91. Dystric Cryochrepts, very gravelly, hilly to steep -----	Poor: SLP, DRT	Poor: FOR	Fair to poor: LPR -----

## map unit components for selected uses—Continued

Suitability ratings <sup>1</sup> — Continued	Limitation ratings <sup>1</sup>			
	Commercial forestry	Road location	Low buildings	Recreation
Unsuited: LTP -----	Severe: WET, SLP ---	Severe: WET, SLP ---	Severe: WET, SLP ---	Severe: WET, SLP.
Poor: SGR, WET ----	Severe: WET, FST ---	Severe: WET -----	Severe: WET -----	Severe: WET.
Unsuited: LTP -----	Severe: SLP, BDR ---	Severe: SLP, BDR ---	Severe: SLP, BDR ---	Severe: SLP.
Poor: LTP -----	Severe: WET, PFT ---	Severe: WET, PFT ---	Severe: WET -----	Severe: WET.
Unsuited: LTP -----	Severe: WET, PFT ---	Severe: WET, PFT ---	Severe: WET -----	Severe: WET.
Unsuited: LTP -----	Very severe: WET, SLP.	Very severe: WET, SLP.	Very severe: WET, SLP.	Very severe: WET, SLP.
Unsuited: LTP -----	Severe: WET, PFT ---	Severe: WET, PFT ---	Severe: WET -----	Severe: WET.
Unsuited: LTP -----	Severe: WET, PFT ---	Severe: WET, PFT ---	Severe: WET -----	Severe: WET.
Unsuited: LTP -----	Severe: SLP, WET ---	Severe: SLP, WET ---	Severe: SLP, WET ---	Severe: SLP, WET.
Unsuited: LTP -----	Very severe: WET, PFT.	Very severe: WET, PFT.	Severe: WET -----	Very severe: WET.
Unsuited: LTP -----	Very severe: WET, PFT.	Very severe: WET, PFT.	Severe: WET -----	Very severe: WET.
Unsuited: LTP -----	Severe: WET, PFT ---	Severe: WET, PFT ---	Severe: WET -----	Severe: WET.
Unsuited: LTP -----	Severe: SLP, WET ---	Severe: SLP, WET ---	Severe: SLP, WET ---	Severe: SLP, WET.
Fair: SGR -----	Moderate: FST, LSC ---	Moderate: FST, LSC ---	Slight -----	Slight.
Good -----	Moderate: FST, LSC ---	Moderate: FST, LSC ---	Slight -----	Slight.
Good -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP.
Fair: SGR -----	Slight -----	Slight -----	Slight -----	Slight.
Fair: SGR, SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP.
Fair: SGR -----	Slight -----	Slight -----	Slight -----	Slight.
Good -----	Slight -----	Slight -----	Slight -----	Slight.
Fair to poor: SGR, SLP.	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP.
Good -----	Moderate: FST -----	Moderate: LSC, FST ---	Slight -----	Slight.
Good to fair: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Moderate to severe: SLP.
Fair: SGR, SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP.
Fair: SGR, SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP.
Fair: SGR, SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP -----	Severe: SLP.

TABLE 6.—Suitability and limitation ratings of

Map unit component and major land resource area (MLRA) <sup>2</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
92. Lithic Cryochrepts, very gravelly, hilly to steep: a. MLRA 169, 172, 173, 174, 175, 176, 177 b. MLRA 180, 181	Unsuited: BDR, SFP. Unsuited: BDR, SFP.	Poor: LPR Unsuited: LPR, SFP	Good to fair: LPR Good
93. Pergelic Cryochrepts, very gravelly, hilly to steep	Unsuited: SFP	Unsuited: LPR, SFP	Good
94. Typic Cryumbrepts, very gravelly, hilly to steep	Poor: SLP, STN	Poor: LPR, SFP	Good to fair: LPR
95. Entic Cryumbrepts, loamy, nearly level to rolling	Fair: SFP	Poor: LPR, SFP	Good to fair: LPR
96. Entic Cryumbrepts, very gravelly, hilly to steep	Poor: SLP, STN	Poor: LPR, SFP	Good to fair: LPR
97. Lithic Cryumbrepts, very gravelly, hilly to steep	Unsuited: SLP, BDR.	Unsuited: LPR, SFP	Good to fair: LPR
98. Lithic Ruptic-Entic Cryumbrepts, very gravelly, hilly to steep	Unsuited: SLP, BDR.	Unsuited: LPR, SFP	Good to fair: SGR
99. Pergelic Cryumbrepts, very gravelly, nearly level to rolling	Unsuited: SFP	Unsuited: LPR, SFP	Good
100. Pergelic Cryumbrepts, very gravelly, hilly to steep	Unsuited: SFP	Unsuited: LPR, SFP	Good
<b>MOLLISOLS</b>			
101. Pergelic Cryaquolls, loamy, nearly level to rolling	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good
102. Pergelic Cryaquolls, very gravelly, nearly level to rolling	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good
103. Pergelic Cryaquolls, very gravelly, hilly to steep	Unsuited: LTP, WET.	Unsuited: LPR, SFP	Good
104. Typic Cryoborolls, loamy, nearly level to rolling	Fair: SFP	Poor: SFP, FOR	Fair: LPR
105. Lithic Ruptic-Entic Cryoborolls, very gravelly, hilly to steep	Unsuited: SFP	Unsuited: LPR, SFP	Good to fair: SGR
106. Pergelic Cryoborolls, very gravelly, nearly level to rolling	Unsuited: SFP	Unsuited: LPR, SFP	Good
107. Pergelic Cryoborolls, very gravelly, hilly to steep	Unsuited: SFP	Unsuited: LPR, SFP	Good
<b>SPODOSOLS</b>			
108. Typic Cryaquods, sandy, nearly level	Poor: WET	Poor: LPR, SFP	Poor: LPR
109. Lithic Cryaquods, very gravelly, hilly to steep	Unsuited: SLP, BDR.	Unsuited: LPR, SFP	Unsuited: LPR
110. Pergelic Sideric Cryaquods, loamy, nearly level to rolling	Poor: WET, LTP	Unsuited: LPR, SFP	Fair: LPR
111. Sideric Cryaquods, loamy, nearly level to rolling	Fair: WET	Poor: FOR	Poor: LPR
112. Sideric Cryaquods, sandy, nearly level to rolling	Poor: WET	Poor: FOR	Poor: LPR
113. Sideric Cryaquods, very gravelly, nearly level to rolling	Poor: WET, STN	Poor: FOR	Poor: LPR
114. Cryic Fragiaguods, very gravelly, nearly level to steep	Poor: WET, SLP	Unsuited: FOR	Unsuited: LPR
115. Placic Haplaquods, loamy, nearly level to rolling	Poor: WET	Unsuited: FOR	Unsuited: LPR
116. Typic Cryohumods, loamy, hilly to steep	Poor: SLP	Unsuited: FOR	Unsuited: LPR

## map unit components for selected uses—Continued

Suitability ratings <sup>1</sup> — Continued	Limitation ratings <sup>1</sup>			
	Commercial forestry	Road location	Low buildings	Recreation
Poor: SGR .....	Severe: SLP, BDR ...	Severe: SLP, BDR ...	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Severe: SLP, BDR ...	Severe: SLP, BDR ...	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP.
Fair to poor: SGR .....	Moderate: FST .....	Moderate: FST, LSC ...	Slight .....	Slight.
Unsuited: LTP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Severe: SLP, BDR ...	Severe: SLP, BDR ...	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Severe: SLP, BDR ...	Severe: SLP, BDR ...	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Moderate: PFT .....	Moderate: PFT .....	Slight .....	Slight.
Unsuited: LTP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Severe: PFT, WET ...	Severe: PFT, WET ...	Severe: WET .....	Severe: WET.
Unsuited: LTP .....	Severe: PFT, WET ...	Severe: PFT, WET ...	Severe: WET .....	Severe: WET.
Unsuited: LTP .....	Severe: SLP, WET ...	Severe: SLP, WET ...	Severe: SLP, WET ...	Severe: SLP, WET.
Fair to poor: SGR .....	Moderate: FST .....	Moderate: FST, LSC ...	Slight .....	Slight.
Unsuited: LTP .....	Severe: SLP, BDR ...	Severe: SLP, BDR ...	Severe: SLP .....	Severe: SLP.
Unsuited: LTP .....	Moderate: PFT .....	Moderate: PFT .....	Slight .....	Slight.
Unsuited: LTP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP.
Unsuited: WET, SGR ..	Severe: WET .....	Severe: WET .....	Severe: WET .....	Severe: WET.
Poor: WET, SGR .....	Severe: SLP, BDR ...	Severe: SLP, BDR ...	Severe: SLP, WET ...	Severe: SLP.
Unsuited: LTP, WET ..	Severe: WET, PFT ...	Severe: WET, PFT ...	Severe: WET .....	Severe: WET.
Fair: SGR .....	Moderate: FST .....	Moderate: FST .....	Slight .....	Slight.
Fair: SGR .....	Slight .....	Slight .....	Slight .....	Slight.
Fair: SGR .....	Slight .....	Slight .....	Slight .....	Slight.
Fair: WET .....	Severe: SLP, WET ...	Severe: SLP, WET ...	Severe: SLP, WET ...	Severe: SLP, WET.
Poor: WET .....	Moderate: WET .....	Severe: WET .....	Severe: WET .....	Severe: WET.
Good .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP .....	Severe: SLP.

TABLE 6.—Suitability and limitation ratings of

Map unit component and major land resource area (MLRA) <sup>a</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
117. Lithic Cryohumods, loamy, hilly to steep	Unsuited: SLP, BDR.	Unsuited: FOR	Unsuited: LPR
118. Lithic Cryohumods, very gravelly, hilly to steep	Unsuited: SLP, BDR.	Poor: LPR, SFP	Good to fair: LPR
119. Cryic Placohumods, loamy, hilly to steep	Poor: LTP, SLP	Unsuited: FOR	Unsuited: LPR
120. Typic Cryorthods, loamy, nearly level to rolling	Good	Fair: FOR	Poor: LPR
121. Typic Cryorthods, loamy, hilly to steep	Poor: SLP, ERO	Fair: FOR	Poor: LPR
122. Typic Cryorthods, sandy, nearly level to rolling	Fair: DRT	Poor: FOR, SFP	Poor: LPR
123. Typic Cryorthods, sandy, hilly to steep:			
a. MLRA 168, 169	Poor: SLP, DRT	Poor: FOR	Unsuited: LPR
b. MLRA 174, 175	Poor: SLP, DRT	Poor: FOR	Fair to poor: LPR
124. Typic Cryorthods, very gravelly, nearly level to rolling:			
a. MLRA 170, 174, 175, 177	Good to fair: DRT	Poor: FOR	Fair to poor: LPR
b. MLRA 169, 173	Poor: SFP	Poor: FOR	Fair: LPR
125. Typic Cryorthods, very gravelly, hilly to steep:			
a. MLRA 168	Poor: SLP, STN	Unsuited: FOR	Unsuited: LPR
b. MLRA 170	Poor: SLP, STN	Poor: FOR	Poor: LPR
c. MLRA 169, 172, 173	Unsuited: SFP	Unsuited: FOR, SFP	Fair: LPR
d. MLRA 174, 175, 177	Poor: SLP	Poor: FOR, SFP	Fair to poor: LPR
126. Entic Cryorthods, sandy, nearly level to rolling	Poor: DRT	Poor: FOR, DRT	Fair to poor: LPR
127. Entic Cryorthods, sandy, hilly to steep	Poor: SLP, DRT	Poor: FOR, DET	Fair to poor: LPR
128. Humic Cryorthods, loamy, nearly level to rolling	Fair to poor: LTP	Poor: FOR, SFP	Fair: LPR
129. Humic Cryorthods, loamy, hilly to steep	Poor: SLP, LTP	Good to fair: SFP	Poor: LPR
130. Humic Cryorthods, very gravelly, nearly level to rolling	Poor: STN	Poor: FOR	Unsuited: LPR
131. Humic Cryorthods, very gravelly, hilly to steep:			
a. MLRA 168, 169	Poor: SLP	Poor: FOR	Unsuited: LPR
b. MLRA 170, 172	Poor: SLP	Good to fair: SFP	Poor: LPR
c. MLRA 171	Unsuited: LTP, SLP.	Good	Fair to poor: LPR
d. MLRA 175, 178	Unsuited: LTP, SLP.	Good to fair: SFP	Fair: LPR
132. Humic Lithic Cryorthods, very gravelly, hilly to steep	Unsuited: SLP, BDR.	Unsuited: FOR	Unsuited: LPR
133. Lithic Cryorthods, loamy, hilly to steep	Unsuited: SLP, BDR.	Fair: SFP, LPR	Poor: LPR
134. Lithic Cryorthods, very gravelly, hilly to steep	Unsuited: LTP, SLP.	Unsuited: LTP, SLP	Good to fair: LPR
135. Pergelic Cryorthods, sandy, nearly level to rolling	Unsuited: SFP	Unsuited: LPR, SFP	Good
136. Pergelic Cryorthods, very gravelly, nearly level to rolling	Unsuited: SFP	Unsuited: SFP, LPR	Good
137. Pergelic Cryorthods, very gravelly, hilly to steep	Unsuited: SFP	Unsuited: SFP, LPR	Good
138. Cryic Fragiorthods, very gravelly, nearly level to rolling	Poor: STN	Unsuited: FOR	Unsuited: LPR
139. Cryic Fragiorthods, very gravelly, hilly to steep	Unsuited: SLP, STN.	Unsuited: FOR	Unsuited: LPR

## map unit components for selected uses—Continued

Suitability ratings <sup>1</sup> — Continued	Limitation ratings <sup>1</sup>				
	Commercial forestry	Road location	Low buildings	Recreation	Off-road trafficability
Good -----	Severe: SLP, BDR	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Poor: SGR -----	Severe: SLP, BDR	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good -----	Moderate: FST, LSC	Moderate: FST, LSC	Slight	Slight	Slight.
Good -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Fair: SGR -----	Slight	Slight	Slight	Slight	Slight.
Good to fair: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP, LSE.
Poor: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good -----	Slight	Slight	Slight	Slight	Slight.
Fair: SGR -----	Slight	Slight	Slight	Slight	Slight.
Good -----	Severe: SLP, STN	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Poor: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good to fair: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Fair to poor: SGR -----	Slight	Slight	Slight	Slight	Slight.
Poor: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Fair to poor: SGR -----	Moderate: FST, LSC	Moderate: FST, LSC	Slight	Slight	Slight: DSL.
Poor: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good -----	Slight	Slight	Slight	Slight	Slight.
Good -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Poor: SGR -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Unsuited: LTP -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Unsuited: LTP -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Fair: SLP -----	Very severe: SLP, BDR.	Very severe: SLP, BDR.	Very severe: SLP	Very severe: SLP	Very severe: SLP.
Unsuited: SGR, LPR -----	Severe: SLP, BDR	Severe: SLP, BDR	Severe: SLP	Severe: SLP	Severe: SLP.
Unsuited: LTP -----	Very severe: SLP	Very severe: SLP	Very severe: SLP	Very severe: SLP	Very severe: SLP.
Unsuited: LTP -----	Moderate: BLO	Moderate: PFT	Moderate: PFT	Moderate: PFT	Moderate: LSE.
Unsuited: LTP -----	Moderate: PFT	Moderate: PFT	Moderate: STN	Moderate: STN	Slight.
Unsuited: LTP -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.
Good -----	Slight	Slight	Slight	Slight	Slight.
Good -----	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP	Severe: SLP.

TABLE 6.—*Suitability and limitation ratings of*

Map unit component and major land resource area (MLRA) <sup>2</sup>	Suitability ratings <sup>1</sup>		
	Common crops	Rangeland	
		Cattle and sheep	Reindeer
<b>MISCELLANEOUS AREAS</b>			
140. Cinder land .....	Unsuited: STN .....	Unsuited: LPR, DRT ..	Unsuited: SGR .....
141. Dune land .....	Unsuited: DRT, BLO.	Unsuited: DRT, LPR ..	Unsuited: SGR .....
142. Gravelly beaches .....	Unsuited: STN .....	Unsuited: LPR .....	Unsuited: LPR .....
143. Lava flows .....	Unsuited: BDR .....	Unsuited: LPR .....	Unsuited: LPR .....
144. Riverwash .....	Unsuited: STN, WET.	Unsuited: LPR .....	Unsuited: LPR .....
145. Rough mountainous land .....	Unsuited: SLP, BDR.	Unsuited: SFP, LPR ..	Poor to unsuited: SGR.
146. Rubble land .....	Unsuited: SLP, STN.	Unsuited: LPR .....	Unsuited: LPR .....
147. Tidal flats .....	Unsuited: WET .....	Unsuited: WET, LPR ..	Unsuited: WET, LPR..

<sup>1</sup> *Explanation of Symbols*

BDR—Shallow bedrock.  
 BLO—Soil is susceptible to blowing.  
 CXP—Complex soil pattern caused by stream scars.  
 DRT—Droughty; soil has low water-supplying capacity.  
 DSL—Soil is dusty when dry and soft or slippery when wet.  
 ERO—Soil is highly susceptible to erosion.  
 FLD—Soil is susceptible to flooding.  
 FOR—Vegetation is dominantly forest or tall brush.  
 FST—Soil is susceptible to frost action.  
 HUM—Organic soil; peat.  
 LSC—Soil has low load-supporting capacity.

LSE—Loose, unstable sand.  
 LPR—Low proportion of desirable species.  
 LTP—Low soil temperatures throughout growing season.  
 PFT—Soil has perennially frozen substratum.  
 PIT—Soil is susceptible to thermokarst pitting.  
 SFP—Short frost-free period.  
 SGR—Slow growth rate of desirable plant species.  
 SLP—Steep slopes or rough terrain.  
 STN—Stones or boulders interfere with intended use.  
 WET—Soils are wet; high water table or seepage during most or all of the frost-free season.

can be grown under ordinary management practices. On soils of this group—

- (1) Loamy texture extends to a depth of at least 18 inches (45 cm).
- (2) Crop growth is not impeded by excessive soil moisture during the growing season.
- (3) Damage by flooding occurs no more frequently than 1 year in 10.
- (4) Slopes are dominantly less than 7 percent.
- (5) Periods of soil moisture deficiency are rare, or irrigation is economically feasible.
- (6) Damage to crops as a result of early frost can be expected no more frequently than 2 years in 10.
- (7) The hazard of wind erosion is estimated to be slight.

*Fair.* Soil or climate limitations need to be recognized but can be overcome. Common crops can be grown, but careful management and special practices may be required. On soils of this group—

- (1) Loamy texture extends to a depth of at least 10 inches (25 cm).
- (2) Periods of excessive soil moisture, which can impede crop growth during the growing season, do not exceed a total of 2 weeks.
- (3) Damage by flooding occurs no more frequently than 2 years in 10.

- (4) Slopes are dominantly less than 12 percent.
- (5) Periods of soil moisture deficiency are infrequent.
- (6) Damage to crops as a result of early frost can be expected no more frequently than 3 years in 10.
- (7) There is no more than a moderate hazard of wind erosion.

*Poor.* Soil or climate limitations are difficult to overcome and are severe enough to make the use questionable. The choice of crops is narrow, and special treatment or management practices are required. In some places, overcoming the limitations may not be feasible. On soils of this group—

- (1) Loamy texture extends to a depth of at least 5 inches (12 cm).
- (2) Periods of excessive soil moisture during the growing season do not exceed a total of 3 weeks.
- (3) Damage by flooding occurs no more frequently than 3 years in 10.
- (4) Slopes are dominantly less than 20 percent.
- (5) Periods of soil moisture deficiency are not frequent enough to severely damage crops.
- (6) Climatic conditions permit at least one of the common crops—usually grasses—to be grown successfully in most years.

## map unit components for selected uses—Continued

Suitability ratings <sup>1</sup> — Continued	Limitation ratings <sup>1</sup>			
	Commercial forestry	Road location	Low buildings	Recreation
Unsuited: DRT -----	Moderate to severe: SLP, STN.	Moderate to severe: SLP, STN.	Severe: SLP, STN ----	Moderate to severe: SLP.
Unsuited: DRT -----	Severe: SLP, BLO ----	Severe: SLP -----	Very severe: SLP, BLO.	Very severe: LSE.
Unsuited: LPR -----	Very severe: LSC, CXP.	Very severe: LSC ----	Very severe: STN ----	Moderate: CXP.
Unsuited: BDR, DRT ..	Very severe: BDR ----	Very severe: BDR ----	Very severe: BDR ----	Very severe: SLP.
Unsuited: WET -----	Very severe: FLD ----	Very severe: FLD ----	Very severe: FLD ----	Very severe: CXP.
Unsuited: LTP -----	Very severe: SLP ----	Very severe: SLP ----	Very severe: SLP ----	Very severe: SLP.
Unsuited: DRT -----	Very severe: SLP ----	Very severe: SLP ----	Very severe: SLP, STN.	Very severe: SLP.
Unsuited: WET -----	Very severe: WET, FLD.	Very severe: WET, FLD.	Very severe: WET ---	Very severe: WET.

<sup>1</sup> Major Land Resource Areas:

*Southern Alaska*  
 168 Southeastern Alaska  
 169 South Central Alaska Mountains  
 170 Cook Inlet-Susitna Lowland  
 171 Alaska Peninsula and Southwestern Islands

*Interior Alaska*  
 172 Copper River Plateau  
 173 Alaska Range  
 174 Interior Alaska Lowlands

175 Kuskokwim Highlands  
 176 Interior Alaska Highlands

*Arctic and Western Alaska*  
 177 Norton Sound Highlands  
 178 Western Alaska Coastal Plains and Deltas  
 179 Bering Sea Islands  
 180 Brooks Range  
 181 Arctic Foothills  
 182 Arctic Coastal Plain

*Unsuited.* Soil or climate limitations are generally too severe to be overcome. None of the common crops can be grown successfully in most years, or there is danger of excessive damage to soils by erosion if cultivation is attempted.

**Range for cattle and sheep**

As in the case of potential cropland, only a very small proportion of the total area of rangeland in Alaska is utilized for grazing. The most favorable grassland in the State occurs along the Pacific Coast of the Alaska Peninsula, on the Kodiak Island group and the southern part of the Kenai Peninsula, and on the Shumagin and Aleutian Islands. Grassland also occurs close to tree line in areas fringing the Cook Inlet-Susitna Lowland at elevations of about 1,000 to 1,500 feet (300 to 450 m) and in regions bordering the north coasts of the Gulf of Alaska and Bristol Bay. In interior Alaska grasses are common in areas of recent forest fires and in small scattered grassy meadows on the flood plains. Grasses are also fairly common in the understory of forests in many parts of central and southern Alaska, but the stands are generally sparse.

The grazing season in interior Alaska and in the northern coastal regions is comparatively short, generally 3 to 4 months, and winter feeding is required. On Kodiak Island and the Aleutians, cattle or sheep

can graze year round, but in most areas some winter feeding is desirable.

Ratings of soils are based on characteristics of both soils and the natural vegetation. In many areas, grazing land could be created by clearing the natural forest, but this is not considered in the ratings. Soils covered by tundra vegetation or forests with little or no grass in the understory are considered unsuitable. Soils which support only a sparse or slow-growing grassy vegetation or which are in areas with very short growing seasons have only limited usefulness for grazing. The most important adverse soil characteristics are poor drainage and wet conditions during much or all of the grazing season. A few sandy soils have slow growth rates because of droughtiness. The soils were rated on the following basis:

*Good.* The natural vegetation is dominantly grasses and palatable forbs. Cattle or sheep can graze most of the year.

*Fair.* The natural vegetation includes grasses and palatable forbs, but it provides grazing for only relatively short periods or the vegetation is dominated by nonpalatable species. Soils that support palatable species but that are excessively wet during part of the growing season are included in this rating.

*Poor.* Some of the natural vegetation is suitable for grazing, but quality is poor or production is low.

APPENDIX III-A

State of Alaska Land Offering Program

# ANNUAL REPORT ON STATE LAND OFFERINGS: FY87 AND 20 YEAR FORECAST

The purpose of this report is to describe the land offering program of the Department of Natural Resources. The report includes the following information:

- \* Overall policy on the planned amount, type and location of land offerings in the state and a description of the key issues that drive the development of this policy (Chapter 1).
- \* Specific projects planned to be offered in FY86-FY88 in each region (Chapter 1).
- \* FY87 land offering program budget (Chapter 2).
- \* Statewide land offering guidelines (Chapter 3).
- \* Current issues that affect the land offering program (Chapter 5).
- \* Summary of the public response to land offered in 1985 (Appendix 2).

## SUMMARY OF CONCLUSIONS

1. **Annual Amount of Land Offerings.** The state plans to offer approximately 10,000 acres of state land each year over the next 20 years. (See figure below.) The majority of these planned offerings are in the Susitna and Tanana regions. Compared to recent years, this policy represents a substantial reduction in the average annual acreage of state offerings. This reduction is primarily due to declining budgets but also reflects limitations on the supply of accessible state land that is suitable for settlement and acceptable to local governments, legislators and the general public.

### Summary of Land Offerings by Region (net acreage)

REGION/AREA	PLANNED 20-YEAR ANNUAL AVERAGE	FY86	PLANNED OFFERINGS	
			FY87	FY88
Southeast	100 - 300	125	386	130
Southcentral				
Bristol Bay	750	738	---	---
Copper River	500 - 1,000	---	350	700
Kenai	100 - 200	843	40	543
Kodiak	50 - 250	---	512	---
Kuskokwim	250 - 1,000	1,600	700	---
Lower Yukon	---	---	---	---
Prince William Sound	75 - 750	313	141	---
Susitna	1,500	750	440	1,200
SUBTOTAL	3,225 - 5,450	4,244	2,183	2,443
Northern Region				
Brooks Range	25 - 250	125	---	---
North Slope	---	---	---	---
Northwest	150 - 250	---	---	---
Pipeline Utility Corridor	---	---	---	---
Seward Peninsula	150 - 250	200	250	---
Tanana	4,000	19,388	3,200	3,750
Upper Yukon	100 - 500	---	---	---
Yukon-Koyukuk	125 - 300	1,000	2,000	---
SUBTOTAL	4,550 - 5,550	20,713	5,450	3,750
GRAND TOTAL	7,875 - 11,300	25,082	8,019	6,323

2. **Emphasis on Quality.** While the state will offer less total acreage, it will place greater emphasis on offering the types of land demanded by the public (e.g., accessible, waterfront, view properties, etc).
3. **Reductions in Land Offering Budgets.** Funding for the land offering program has declined over the last 5 years, from over \$20 million in FY82 to less than \$3 million in FY87.
4. **Revenues from the Land Offering Program.** The land offering program generates substantial revenues to the state. At present, the state earns approximately \$8 million each year from the past sale of state land. Revenues are expected to decline in the future due to decreasing amounts of state land offerings in general and a declining number of subdivisions in particular.
5. **State will Offer Fewer Subdivisions.** Subdivisions will make up a declining percentage of state land offerings due to the remote location of most state land and the relatively high cost of surveying and designing subdivisions compared to other types of offerings such as homesteads.
6. **Public Demand is Large.** The demand for state land offerings continues to be substantial. For example, in the most recent state land lottery (Summer, 1986), 45,000 applications were received for 740 parcels. In 1985, 22,000 applications were submitted for 1,300 parcels. The number of applications for state land has remained high despite the elimination of the residency discount program and large annual state land offerings over the last five years. While interest in new offerings remains high, the foreclosure rate on past state sales is also high, currently estimated to be 40%. Foreclosed lands will be reoffered and will make up a substantial percentage of the available supply of state land offerings.
7. **Constraints on State Land Supply.** There are a number of limitations on the supply of state land available to meet demand. Despite the state's huge total land base, over 90% is too remote, mountainous or boggy to be attractive to most people. In addition, much of the most desirable potential land offerings, forested land on or near roads or water, is also valued by Alaskans for hunting and fishing, commercial forestry, tourism or mining.
8. **Adverse Impacts can be Minimized.** Careful design and location of land offerings and close cooperation with the public and local governments will reduce or eliminate many of the potential adverse effects of land offerings.

## **REVIEW AND ADOPTION OF THE ANNUAL REPORT**

The department prepares a report on land offerings in two phases each year. The first phase is presented in the fall of the year and contains the department's recommended land offering budget for the subsequent fiscal year. The second phase describes the budget received from the legislature and the plans for the expenditure of these funds. This is the second phase of the FY87 report.

Planned FY87 and FY88 land offerings described in this report are not final. Many of these land offerings still need detailed feasibility analyses and public review. Many of these projects have not yet received funding. Consequently, some of them may be dropped or delayed and other projects may be substituted. Likewise, the 20-year forecast of land offerings is also tentative, being based on current assumptions about future budget levels, disposal policy, population growth and land demand, all of which are subject to change.

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## CHAPTER 1

### AMOUNT, TYPE AND LOCATION OF LAND OFFERINGS

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#### WHY DOES THE STATE HAVE A LAND OFFERING PROGRAM?

Owning a piece of Alaska, whether for a place to live and work or for a weekend escape from the city, is one of the more common and strongly held dreams of the people of the state. The Department of Natural Resources offers land because of a strong interest in acquiring state land and also because it is directed to do so in the Alaska Constitution and state statutes.

#### Applications for State Land

In the 1986 recent state land offering, the state received over 42,000 applications for 740 parcels of land; in 1985, 22,000 applications were received for 1,200 parcels. Appendix 2 presents a detailed description of the public response to 1985 state land offerings.

#### State Law

The laws of the state make clear the importance of offering land for private use. Article VIII, Section I, of the State Constitution states, "It is the policy of the State to encourage the settlement of its land and the development of its resources by making them available for maximum public use consistent with the public interest."

Alaska Statute 38.04.005 declares, "It is the policy of the State of Alaska to plan and manage state-owned land to establish a balanced combination of land available for public and private use." It further states that "Private land use rights are integral to the material well-being of the people of Alaska and our society." The statutes establish several specific programs under which land can be offered to the public, including the subdivision, homesite and homestead programs. Alaska Statute 38.09.010 requires that "State land made available for homestead entry shall be distributed throughout the state."

#### FACTORS AFFECTING THE LAND OFFERING PROGRAM

State law makes clear the general need to establish a balance of public and private land in the state. The land offering program is managed by the Department of Natural Resources. This section summarizes five major considerations that guide the type, amount and location of land offerings.

#### Offering Land Requires Advance Funding

The availability of funding for land survey, access improvements and related activities is the most important factor controlling the quality, amount, type and location of land offerings. Recent dramatic reductions in the state's land offering budget will result in a substantial decrease in the amount of land the department will offer in the future. The land offering budget is addressed in Chapter 2.

#### Public Demand is for High Quality Land

The land offering program is intended to respond to the public's demand for land, both in the amount and the type of land offered. In the future, greater emphasis will be placed on offering the type of land the public wants to acquire. This policy, together with budget cuts, will result in a lower level of land offerings than in recent years.

- 1) To the extent the supply of state lands will allow, land offerings are concentrated in or near areas that are already settled, thus permitting use of existing services and facilities.
- 2) The density, and to some extent, the amount of land offerings in remote areas are limited to minimize the requirement for new services and facilities.
- 3) The location and density of land offerings are determined in consultation with local government and designed to complement their plans for expansion of public services and facilities.

Overall, the near term fiscal consequences of state land offerings will be very small because state land is rarely located near employment opportunities and, as a result, few people live on their parcels year round. Fiscal impacts are discussed further in Chapter 4 which deals with current land disposal issues.

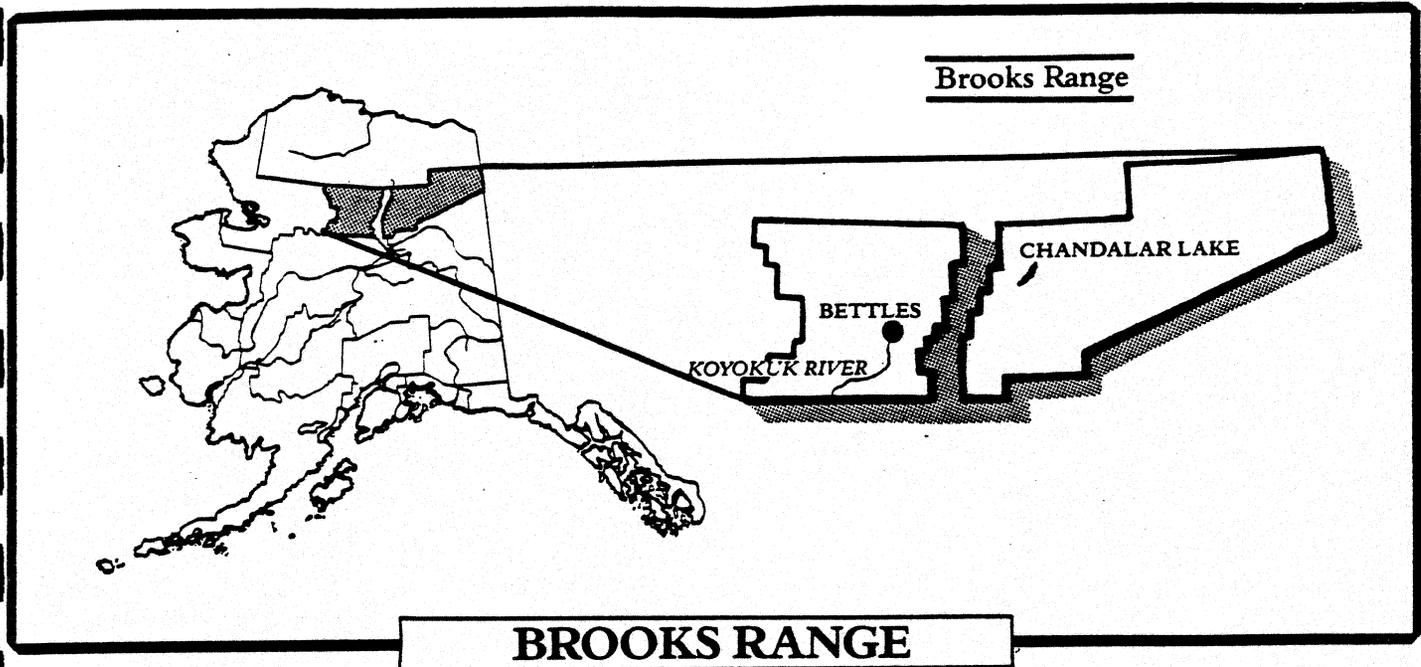
**Economic, Social and Environmental Impacts.** Land offerings can reduce or eliminate opportunities for alternative uses of state land such as mining, tourism, timber harvests or subsistence. Land offerings can also affect fish and wildlife and their habitat, and alter the character of existing communities and recreation areas. These concerns are addressed by avoiding locations with particularly high environmental or economic values. For example, critical habitats such as caribou calving grounds, important mining areas or areas with commercial forestry potential are usually retained in public ownership. On a smaller scale, individual land offerings are designed to reduce their adverse impacts. This is done, for example, by keeping density low and retaining certain lands within an area planned for disposal to protect water quality, provide public wood lots, reserve trails, or provide for public access along streams and lakes.

Details of the specific policies followed by DNR to minimize environmental, social and fiscal impacts are presented in Chapter 3.

## **The Public Plays a Major Role**

Land offerings invariably require trade-offs. The sale that provides a chance to homestead in the wilds may eventually result in demands for costly schools, roads and other facilities; the disposal project that gives some people a great place for a weekend cabin may reduce the supply of wood and game used by the people already in the area and can pose conflicts with mining, logging or other types of resource development.

In order to give the public an opportunity to participate in land disposal decisions, DNR prepares regional land use plans and also goes through a detailed design process for each planned offering. Through both these open public processes, DNR can ensure that arguments on all sides of the land offering issue are fairly heard. In addition, by working with people who are familiar with areas planned for land offerings, many of the potential undesirable effects of land disposals can be reduced or eliminated.



## Introduction

The policy the department will follow for offering land in the Brooks Range is presented below. Also included are background information on the supply and demand for settlement land in the area and a description of the state disposal projects planned for FY86 through FY88.

## Supply and Demand for Settlement Land

The state owns considerable land in two large blocks on the south side of the Brooks Range. One block lies east of the pipeline utility corridor around Chandalar Lake and the other west of the corridor between Bettles and Ambler. (The pipeline utility corridor is being treated as a separate region.)

The majority of this state land has severe physical constraints for settlement. The land is boggy with permafrost and sparse trees. None of this land has road access. However, there is some land in this region accessible by plane or boat. Most of these lands have high potential for recreation settlement and commercial lodges. Much of this land also has value for fish and wildlife, recreation and minerals.

The state has never offered land in this area. Several prior proposals have been made for state land offerings in the area, but have been dropped because of public concern over recreation and habitat impacts. Where privately owned, high amenity land has been available for purchase, as at Wild Lake, it has been popular. Any accessible land the state offers in the area would likely be very popular. In Bettles, in particular, some residents are eager for the state to offer land near their community for residential use.

## Recent State Land Offerings

The state has not previously sold land in the Brooks Range.

## Planned State Land Offerings

**Total Land Designated for Disposal.** The department is likely to designate between 500 and 5,000 acres of land for settlement in the Brooks Range Region.

Where the state owns land suitable for the expansion of existing communities or the development of commercial or industrial operations, it will make land available to help satisfy these needs. In particular, efforts will be made to find suitable land near Bettles, including negotiating with the Alaska Department of Transportation and Public Facilities to acquire surplus airport land.

In more remote areas of the Brooks Range, the state will offer a limited amount of land for private recreational use on lakes and rivers. The department's land offering program in the Brooks Range is based on the assumption that there are already many millions of acres of land in this area protected for fish and wildlife, remote wilderness recreation and other public uses. This includes the Gates of the Arctic National Park, Arctic National Wildlife Refuge and extensive holdings of the BLM, state and Native corporations that are likely to be managed in their natural state. Given this abundance of land that will remain open to public use, a limited amount of carefully planned land sales in the Brooks Range should not have substantial negative impacts on recreation and habitat values. In fact, a limited number of well planned land offerings could increase the public's opportunities to enjoy this vast, spectacular region. The Chandalar Lake subdivision to be offered in summer 1986, is an example of a project that provides settlement opportunities, while minimizing detrimental impacts on other public values in the Brooks Range.

Future land offerings always will need to permit reasonable access, for example, by being located adjacent to airstrips or fly-in lakes. There are relatively few such access points in the Brooks Range and these typically serve as access points for hunting or wilderness hiking. Consequently, land sales must be designed to ensure that the public will continue to be able to gain access into the Brooks Range.

**Average Annual Level of Land Offerings.** The department intends to offer between 25 and 250 acres annually in this area. The actual level of offerings in any given year will be set annually by available funding, demand, policy changes and related factors.

**State Land Offerings--FY86 to FY88.** Table 21 shows the project offered in the 1986 state land offering brochure. No additional disposal projects are planned for FY87 or FY88.

**Table 21**  
**Brooks Range**  
**Planned Land Disposal Offerings**  
**FY86 - FY88**

FISCAL YEAR	PROJECT NAME/TYPE	ACREAGE <sup>1</sup>		STATUS OF SURVEY/ACCESS	LOCATION
		GROSS	NET		
FY86	Chandalar Lake/ Subdivision	150	150	Survey complete; no access \$ needed	Chandalar Lake
FY87	None				
FY88	None				

<sup>1</sup> Please refer to Definition of Terms on page 10.

offers 20-year financing on undeveloped land which may be hard to find on the private market. All these factors tend to increase the attractiveness of state land as compared to equivalent parcels of private land.

## Summary of Findings

The table below gives a statewide summary of the number of parcels, acres offered, applications received and parcels sold.

### 1985 Statewide Totals

	No. of Parcels <u>Offered</u>	Total Net Acres <u>Offered</u>	No. of <u>Applications</u>	No. of Parcels <u>Sold</u>
<u>Lottery Drawings</u>				
Subdivisions	230	945	4,934	171
Homesite	62	193	4,565	62
Homestead-Residential	692	23,280	9,984	660
Homestead-Agricultural	2	320	1,077	2
Agricultural Parcel	<u>8</u>	<u>2,514</u>	<u>328</u>	<u>8</u>
	994	27,252	20,888	903
<u>Over-the Counter (1985 Projects)</u>				
Subdivision	59	242	23	23
Homesite	0	0	0	0
Homestead-Residential	32	1,280	0	0
Homestead-Agricultural	0	0	0	0
Agricultural Parcel	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	91	1,522	23	23

The conclusions that can be drawn from the application data presented in this appendix are set out below.

**Interest in State Land Offerings Remains High.** The state received over 20,000 applications for 994 parcels offered in 1985. In all but five of the 30 projects offered, all available lots were taken. Overall, 903 of 994 available lots were taken. Lots not taken were concentrated in 3 large subdivisions, Martin and O'Conner Creek north of Fairbanks and Summit Lake north of Paxson, and in one outlying reoffered homestead project, Kichatna, in the Matanuska-Susitna Borough.

**Greatest Interest is for Land Accessible by Road or Waterfront Land Accessible by Boat or Float Plane.** While the public demonstrated interest in all the land DNR offered, interest was greatest in land near roads or railroads, particularly if the land was also near communities. Examples of projects of this sort include the Pinnacle Mountain Subdivision east of Palmer and the Curry North and McKenzie Creek homestead projects north of Talkeetna.

The combination of relative accessibility and the parcel sizes and terms of the agriculture homestead program also proved irresistible to the public. Over 1000 applications were received for the two parcels offered at Willow Creek in the Matanuska-Susitna area.

The final category that was generally very popular was outlying but still accessible recreation land. The South Lake Louise Homestead and Village View subdivisions are examples. The former project received 124 applications per parcel; the latter 95 applications per homesite lot and 58 applications per lottery lot.

The individual lots in popular projects were not necessarily all popular. Often several waterfront lots received the great majority of applications while lots in rear tiers received relatively few.

**Interest in Remote Land Offerings is Variable.** Not surprisingly, projects that are difficult to reach tend to be less popular than more accessible areas. For example, the three projects that received the least overall applications per parcel are all in remote, hard-to-reach areas: Coal Creek, Johnson Creek and Kichatna Homesteads in the Matanuska-Susitna area. These projects, however, had all been offered previously under the remote parcel program and many of the more attractive portions were already staked.

There are exceptions to both the general rules presented above, showing that the public is discerning in its choice of land. At times little interest will be shown in relatively accessible land if it is undesirable in other ways, for example the Summit Lake Subdivision in the Copper River area. On the other hand, remoteness does not guarantee low public interest, as was shown, for example, by the high level of public interest in the Mt. Rich remote parcel (offered in 1984) in a distant portion of the Alaska range.

**External Factors Affecting Demand: Population and Economic Growth.** The response to land offered in 1985 occurred in the context of a state that was the fastest growing in the country and one with a rapidly expanding economy. Since that time, oil prices and the state budget have declined precipitously. While it is too early to tell, this change may lead to declines in the public's appetite for state land offerings, particularly for land away from employment opportunities that is primarily used for recreation. The state owns little other than this type of land.

APPENDIX III-B

Gates of the Arctic National Park  
Wilderness Suitability Review Criteria

## INTRODUCTION

Approximately 7,263,215 acres of wilderness were designated by ANILCA in the park. Approximately 1,209,302 acres in the park and preserve are examined here for suitability.

Section 1317(a) of ANILCA directed that a review be made of the suitability or nonsuitability for preservation as wilderness of all lands not so designated by the act. Section 1317(b) specifies that "the Secretary shall conduct his review, and the President shall advise the United States Senate and House of Representatives of his recommendations, in accordance with the provisions of sections 3(c) and (d) of the Wilderness Act."

Recommendations on whether to designate suitable areas as wilderness will be made following completion of the general management plan. An EIS will be prepared as part of the wilderness recommendation process. The public will have the opportunity to review and comment on these recommendations, and public hearings will be held. Upon completion of the EIS and secretarial review, the president will make his recommendations to the Congress.

The Wilderness Act of 1964 defines wilderness as follows:

(2)(c) A wilderness, in contrast with those areas where man and his own works dominate the landscape, is hereby recognized as an area where the earth and its community of life are untrammelled by man, where man himself is a visitor who does not remain. An area of wilderness is further defined to mean in this Act an area of undeveloped Federal land retaining its primeval character and influence, without permanent improvements or human habitation, which is protected and managed so as to preserve its natural conditions and which (1) generally appears to have been affected primarily by the forces of nature, with the imprint of man's work substantially unnoticeable; (2) has outstanding opportunities for solitude or a primitive and unconfined type of recreation; (3) has at least five thousand acres of land or is of sufficient size as to make practicable its preservation and use in an unimpaired condition; and (4) may also contain ecological, geological, or other features of scientific, educational, scenic, or historical value.

Wilderness areas in Alaska have certain exceptions to the Wilderness Act specified in ANILCA. The legal guidelines for wilderness management in appendix E provide more information.

## WILDERNESS SUITABILITY CRITERIA

Wilderness review criteria specific to Gates of the Arctic were developed that reflect the act's definition of wilderness. For a particular tract of land to be determined suitable for designation, it must meet the wilderness suitability criteria found on table 28.

Table 28: Wilderness Suitability Criteria

<u>Description of Land or Activity</u>		<u>Suitable for Wilderness</u>	<u>Not Suitable for Wilderness</u>	<u>Suitability Pending</u>
Land status	Federal	X		
	Federal: under application or selection			X
	State and private land, patented or tentatively approved		X	
Mining	Private ownership of subsurface estate		X	
	Areas with minor ground disturbances from past mining activities	X		
	Areas with major past ground disturbances from mining activities		X	
Roads and ORV trails	Current mining activities and ground disturbances		X	
	Unimproved roads or ORV trails that are unused or little used by motor vehicles	X		
	Improved roads and ORV trails regularly used by motor vehicles		X	
Landing strips	Unimproved or minimally improved and maintained	X		
	Improved and maintained		X	
Cabins	Uninhabited structures; hunter, hiker, and patrol cabins	X		
	Inhabited as a primary place of residence		X	
Size of unit	Greater than 5,000 acres adjacent to existing wilderness, or of a manageable size	X		
	Less than 5,000 acres or of unmanageable size		X	

These suitability criteria are based on the existing character of the land. Future development or use will be considered when making formal recommendations for designation of wilderness, but it is not an appropriate criteria for determining suitability.

#### SUITABILITY DETERMINATION

Approximately 1,009,638 acres of nonwilderness lands within the park and preserve meet the criteria as established by the Wilderness Act (see Wilderness Suitability map). Prior to a formal presidential recommendation, a wilderness report and environmental analysis will be prepared.

Approximately 190,023 acres of nonwilderness lands do not meet the criteria: (1) land containing subsurface mineral rights in the northeast preserve (31,322 acres); (2) ATV use easements in the Anaktuvuk Pass/Chandler Lake area (about 56 miles of 200-foot-wide nonwilderness corridors equals about 1,360 acres); and (3) native village and regional corporation lands in the Anaktuvuk Pass/Chandler Lake area, approved small tracts, and approved native allotments (157,341 acres). All of these lands, except for the village of Anaktuvuk Pass, would be suitable for wilderness designation if nonconforming uses (ATVs), outstanding rights, or nonfederal ownership were eliminated.

Approximately 9,641 acres of nonwilderness lands cannot have their suitability determined until pending applications are resolved. These lands include pending native allotments, native regional corporation lands under application, and cemetery and historical sites (14(h)(1) sites). Each of the eight cemetery and historical site applications in nonwilderness land included an entire section (640 acres). Resolution of these applications could result in all 640 acres, a few acres, or no acres being transferred to the nonfederal applicant depending on facts and findings surrounding the specific cemetery or historical site.

Based on its existing character, the entire southwest preserve is suitable for wilderness except for lands conveyed or under application. ANILCA section 201(4)(b, c, d, and e) permits surface access across the southwest preserve. The wilderness recommendation will have to consider the existing authority for that right-of-way. All future wilderness recommendations will recognize valid existing rights including rights-of-way under RS 2477.

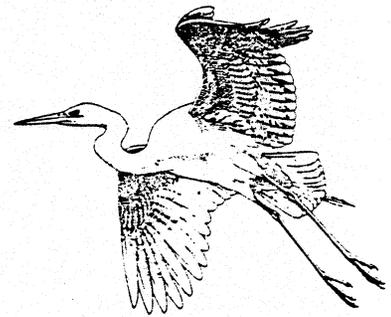
All lands determined suitable for wilderness designation will be managed under the terms of ANILCA to maintain the wilderness character and values of the lands until designation recommendations have been proposed and Congress has acted on these proposals.

APPENDIX III-C

National Audubon Society Acquisition Guidelines

# National Audubon Society

NORTH MIDWEST REGIONAL OFFICE  
330 CITY PLACE • 730 HENNEPIN AVENUE  
MINNEAPOLIS, MN 55403 (612) 375-9140



January 22, 1986

Mr. John Norman  
c/o Dr. Michael Robbins  
4701 Winnequah Road  
Monona, WI 53716

Dear John:

Enclosed are the National Audubon Society's guidelines for land acquisition.

Both the Project Development Guidelines and the Property Acquisition Summary are used as a basis for decision-making by the National Audubon Society Board of Directors. The staff completes the Property Acquisition Summary and sends it, along with a recommendation, to the Board of Directors which uses the Project Development Guidelines in arriving at a final decision on acceptance or rejection of a particular piece of property.

I hope this information is adequate for the needs of your project.

Sincerely,

A handwritten signature in cursive script that reads "Carol Beim Nulsen". The signature is fluid and matches the typed name below it.

Carol Beim Nulsen  
Regional Representative

Enclosure

CBN:cj

NATURAL AREASPROJECT DEVELOPMENT GUIDELINES

The following guidelines are intended to be a statement of the policies of the National Audubon Society with respect to the acquisition of interests in real property. They are to be used by the staff in evaluating potential acquisitions and in preparing acquisition proposals for review by the Board of Directors. A proposed acquisition which does not conform to these guidelines will not be approved unless it can be demonstrated that the non-conformity is required to serve the best interest of NAS.

- (1) Any instrument of conveyance to NAS must be totally unrestricted and there shall be no reservations, conditions, or restrictions in the chain of title which would interfere with, or be inconsistent with, any present or future use of the property by NAS.
- (2) The grantor shall not retain any legal interest in the property. Legal interests which have been retained by previous owners must be scrutinized carefully and their impact on NAS's ownership must be thoroughly evaluated to assure that the possibility of an adverse impact on NAS is minimized.
- (3) Properties which are to be acquired by NAS for program purposes must have an identified source of income or an identified endowment fund which is large enough to provide an income sufficient to pay the projected operating expenses of the property. Any capital expenditures which are necessary for the use of the property for NAS purposes must also be identified in advance. The Controller's office must confirm the adequacy of the endowment to generate sufficient income to meet proposed operating expenses. Endowment funds must be transferred to NAS simultaneously with the deed to the property.  
  
It is preferred that endowment funds not be restricted to use on a specific property. Because it may be easier to raise revenue for some properties than for others, it will be beneficial to the overall success of our land acquisition programs if excess endowment income can be distributed to other areas.
- (4) Title insurance for the fair market value of the property must be obtained for all acquisitions.
- (5) A survey of the subject property must be obtained in all cases where the actual boundaries of the property are important to NAS management objectives or the protection of NAS's interests. In those cases where a survey is deemed to be necessary, but it is impractical to obtain it prior to Board review, approval of the acquisition shall be conditioned upon receipt of a satisfactory survey.
- (6) No property shall be accepted subject to any liens or encumbrances such as unpaid mortgages, deeds of trust, judgment liens, unpaid taxes or assessments, mechanics liens or other monetary obligations. In the case of

taxes or assessments which are liens against the property but which are not yet due and payable (current year taxes), the projected amount of taxes shall be prorated between the former owner and NAS and the former owner's share shall be paid at closing or a sufficient amount of money shall be deposited with NAS for payment of the former owner's share of the tax when it becomes due and payable.

(7) An estimate of all expenses associated with the acquisition of a property must be provided as part of the acquisition budget and the source of funds to cover the expenses must be identified.

(8) Any donated property which is offered to, and accepted by NAS as a sanctuary or natural area, will not be sold or transferred, except to a governmental entity or another non-profit or charitable entity which will maintain the property as a sanctuary or natural area, except in those cases where the essential natural qualities of the property have been altered or destroyed through unforeseen circumstances, where the area has become unsuitable for use in the manner which was intended at the time of the acquisition, or where it is impractical to continue to manage the property as a sanctuary or natural area. In such cases the donor or his family shall be notified, if practical, of the anticipated disposition and adequate time will be allowed for the donor to seek and obtain a full explanation of the reasons for the disposition of the property and the anticipated use of the sale proceeds.

Proceeds of the sale of any such property shall be placed in a fund which shall be restricted for the purpose of sanctuary acquisition, sanctuary operations or for capital expenditures on existing sanctuaries.

(9) The National Audubon Society will not pay for legal assistance, appraisals, or other services on behalf of a donor; nor will it provide such advice, services or assistance to, or on behalf of, a donor.

(10) The National Audubon Society will not accept in advance any properties which are offered to it as a bequest. Upon notification that a person has died and has bequeathed real estate to NAS, the property will be considered for acquisition in accordance with the adopted policies and procedures for land acquisition which are in effect at that time. However, potential donors should be encouraged to work with NAS in drafting their wills so as to assure, to the greatest possible degree, that the bequests will not be contrary to existing policy.

(11) When NAS will be purchasing real estate, the purchase price may not exceed the fair market value of the property. Fair market value shall be documented by an appraisal or opinion of value prepared by a competent real estate professional.

(12) Real property which is proposed for acquisition by NAS should fit within the framework of the recognized and adopted goals of the Society. A potential acquisition which serves a purpose other than one which is identified in the current operating plan should be pursued only when it is clearly demonstrated that the acquisition is in the best interest of the

National Audubon Society and that the acquisition will not interfere with the established land acquisition plan.

(13) Real estate tax exemption shall be sought for all properties which are used for NAS program purposes. Tax exemption shall not be sought for tradelands or for any other property specifically identified by the Board.

(14) It is expected that all properties which are acquired by NAS will be managed by NAS personnel. In those cases where a proposed acquisition will be managed by an entity other than NAS, it must be demonstrated that the organization is capable of managing the property in a manner that is consistent with the high quality land stewardship which is characteristic of the National Audubon Society, and that outside management is in the best interest of the Society.

(15) Acquisition of alternate forms of land protection, such as conservation easements, management agreements and leases, is to be encouraged when the acquisition will provide a buffer zone or protective corridor for property owned by NAS. In other cases, the acquisition of such interests must be pursuant to a protection plan for a specific area which has been approved by the Board of Directors.

(16) Unless otherwise required by the law of the jurisdiction in which the proposed acquisition is located, all real property is to be acquired in the name of the National Audubon Society.

(17) It is considered to be in the best interest of the National Audubon Society that all potential acquisitions be evaluated in the context of these policies and procedures. Proposed acquisitions must be submitted to the staff with adequate time to gather all of the information required by these procedures and to make responsible recommendations with respect to the property.

The President is directed to establish such administrative rules as may be necessary and appropriate for the orderly processing of proposed acquisitions.

Other Important Features (Describe other important features, and objectively evaluate how they may enhance or detract from NAS's use of the property. State how detracting elements will be overcome.)

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Caveats (Describe in detail any deviation from the project development guidelines and explain why the guideline should be waived in this case.)

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Project Name \_\_\_\_\_

Project Leader \_\_\_\_\_

Date \_\_\_\_\_

PROPERTY ACQUISITION SUMMARY

Name \_\_\_\_\_

Location \_\_\_\_\_ Acreage \_\_\_\_\_

Type of Acquisition \_\_\_\_\_ FMV \_\_\_\_\_

When will NAS receive property? \_\_\_\_\_

Annual Budget \$ \_\_\_\_\_ Endowment \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_

Proposed Use \_\_\_\_\_

Description of Property (Briefly describe the type of property, state, how it compares to other NAS holdings of similar type, and give all reasons for adding this property to NAS holdings.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Natural Elements (Describe important plant or animal species which are present, how the species will be protected through the acquisition of the property, and how the protection of the species relates to NAS priorities.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name \_\_\_\_\_

Reporter \_\_\_\_\_

Date \_\_\_\_\_

BACKGROUND INFORMATION

A. Owner's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No.: (HOME) \_\_\_\_\_ (OFFICE) \_\_\_\_\_

B. Location and Directions to Property (Attach road map and U.S.G.S. 7.5 minute series topo map showing location of property.)

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\_\_\_\_\_  
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\_\_\_\_\_

C. Leases, Mortgages or Other Encumbrances (Describe How they will be disposed of if NAS acquires the land.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Valuation--FWS \_\_\_\_\_ (Give source of information. Attach copy of appraisal or opinion of value.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name \_\_\_\_\_

E. Tax Information: Tax Map Number \_\_\_\_\_

Annual Taxes \$ \_\_\_\_\_ Tax Due Date \_\_\_\_\_

Can NAS obtain tax exemption? \_\_\_\_\_ When? \_\_\_\_\_

Describe property as it is described on the tax bills. (Attach copy of tax bill, if possible.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Taxing Authority (Give name & addresses): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Project Name \_\_\_\_\_

(3) Describe in detail why this property should be acquired by NAS and why this acquisition should be given priority over other projects:

(a) Within the same region: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Within all regions. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

(4) Describe in detail any other important factor which should be considered in evaluating the property.

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\_\_\_\_\_  
\_\_\_\_\_

Project Name \_\_\_\_\_

Reporter \_\_\_\_\_

Date \_\_\_\_\_

MANAGEMENT CONSIDERATIONS

- (1) Describe historical land uses which may enhance or impede the intended use of the property.

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- (2) Describe local land use patterns which may affect the long-term usefulness of the property. Provide projections of development.

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- (3) Describe any ongoing problems which will have to be dealt with, such as hunting, trespass, stray animals, camping, pollution, off-road-vehicles, exotic species, etc. Propose methods of dealing with these problems.

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Project Name \_\_\_\_\_

- (4) Describe the organization, if other than NAS, which will have management responsibility. Specifically state the expertise of the management organization, what its management plan is, what funds it has available to defray management costs, its management history and any other information which recommends the organization. Attach acknowledgement of organization's intent to undertake management responsibility.

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Project Name \_\_\_\_\_

Reporter \_\_\_\_\_

Date \_\_\_\_\_

PROPERTY INVENTORY

- A. Physical Features (Give a detailed description of the physical attributes of the property, being as specific as possible. Attach photographs, topographical maps, survey reports, etc.)

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- B. Structures and Other Improvements (Describe each structure individually giving dimensions, type of construction, use, condition, etc.; identify all other improvements giving as much detail as possible. If possible, include aerial photographs or maps showing the location of the structures and improvements in relation to the property as a whole.)

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Project Name \_\_\_\_\_

C. Plants and Animals (Describe those plants and animals which are present on the property, giving emphasis to those which are rare, endangered or unique, or which require special attention.)

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APPENDIX III-D

The Nature Conservancy Acquisition Guidelines

# The Nature Conservancy

1800 North Kent Street, Arlington, Virginia 22209  
(703) 841-5300

Summer 1985

## BACKGROUND INFORMATION

The Nature Conservancy is a national nonprofit membership organization whose resources are devoted to the protection of ecologically significant natural areas and the diversity of life they support. First priority is given to preserving those areas which safeguard critical ecosystems or rare or endangered species. The Conservancy also has an International Program that focuses on the conservation of living resources outside the United States.

The Conservancy works by:

- Identifying land that contains the best examples of all components of the natural world; finding out what is rare and where it exists.
- Protecting habitat and natural systems, usually through acquisition by gift or purchase; developing and using new alternative methods of protection; assisting or advising government or other conservation organizations; increasing awareness of the need to safeguard natural diversity.
- Managing 928 Conservancy-owned preserves using staff and volunteer land stewards; encouraging compatible use by researchers, students, and the public.

The Nature Conservancy is a nonprofit scientific and educational organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Contributions to the Conservancy are tax deductible. The organization is not part of the government nor does it receive government support. The Conservancy's activities are made possible through contributions, foundation grants, membership dues, and recovery of expenses.

## ORGANIZATION

The Nature Conservancy is a membership organization with an elected board of governors. Membership is open to everyone. In addition to its volunteers, the Conservancy has paid professional staff members with backgrounds ranging from systems ecology, biology, and forestry to real estate, business, and law. National headquarters are in metropolitan Washington, D.C. Regional offices are in San Francisco, Minneapolis, Boston, and Chapel Hill, North Carolina. There are professionally staffed field offices in 32 states, an International Office in Washington, D.C., as well as 39 volunteer chapters in 32 states.



## BACKGROUND INFORMATION-PAGE 2

### HISTORY

In 1917, the Ecological Society of America established the Committee for the Preservation of Natural Conditions, recognizing that the nation's natural communities were endangered. It is to this committee of scientists, as well as to its companion Committee for the Study of Plant and Animal Communities, that The Nature Conservancy traces its roots.

In 1946, the two committees became a separate entity, the Ecologists Union. Then in 1950, borrowing the name of an earlier-established British group, the Ecologists Union became The Nature Conservancy. That same year the Conservancy was recognized as a nonprofit association by the Internal Revenue Service. In 1951, the Conservancy was incorporated in Washington, D.C., as an organization chartered for scientific and educational purposes. A major effort, "A Preliminary Inventory of Nature Sanctuaries in the U.S. and Canada," was published in 1951 under the Conservancy's aegis. The work was an extension of premier ecologist Victor E. Shelford's "Naturalist's Guide to the Americas," published in 1926.

The new organization spent several years experimenting with various methods of natural area preservation. Then in 1953, the first independent acquisition project was undertaken at Mianus River Gorge in Westchester County, New York, when a group of residents asked for affiliation with the Conservancy in order to raise money to purchase and manage the gorge. In the years since, the Conservancy and its volunteer members have been involved in conservation projects across the continent, in Latin America, and in the Caribbean. In recent years, added emphasis has been given to the identification and stewardship aspects of the Conservancy program.

### IDENTIFICATION

State Natural Heritage Programs, usually undertaken in cooperation with individual state governments, provide a continuing process to find out what natural elements are rare within a particular state and where they exist. Researchers use inventory techniques and assessment methods developed by the Conservancy. The scientific information gathered in the inventory process indicates relative rarity of plant and animal species, aquatic communities, and other significant ecological features. The systematic inventory process also indicates which natural elements are currently protected and which are not. Consequently, the data can be useful in guiding development-siting decisions, resource planning, and in directing public or private conservation efforts. The Conservancy's International Program works with local organizations in a number of Latin American and Caribbean nations, as well as with the Organization of American States, UNESCO, and the International Union for Conservation of Nature and Natural Resources on regional conservation priorities and ecological inventories.

### PROTECTION

#### Three Typical Acquisition Projects

##### Fund-raising Project

A project is undertaken based on:

- a State Natural Heritage Program inventory or best available information
- an acquisition strategy plan to enlarge an existing sanctuary
- or the determination that a critical woodland, marsh, prairie, swamp or other ecologically significant area is threatened.

The project is reviewed by the Conservancy's staff. Generally a purchase option is negotiated and presented as part of the project proposal to the board of governors for approval. Upon approval, funds are made available for purchase. Fund raising is undertaken by the chapter or by a special committee so that the money may be used again for other projects. National, regional, and field staff aid the local group in planning and initiating fund-raising programs as well as in developing plans to evaluate, manage, and protect the area in coming years.

#### Government Projects

The Conservancy is able to purchase--often at a considerable savings to taxpayers--land to be held in trust for a public conservation agency. Since governments are generally unable to enter into a formal contract without legislative funding approval, acquisition by the Conservancy and subsequent scheduled repurchase by the government are based on a letter of intent rather than on a legally binding contract.

Generally, Conservancy assistance is requested when a specific area that has been authorized for acquisition comes on the market before the government agency desiring the area has funds with which to acquire it. When the agency obtains the necessary money to purchase the area, the land is conveyed at the Conservancy's direct costs, plus one to three percent of the purchase price to cover indirect costs.

#### Gift Projects

An individual or corporation, working in cooperation with the Conservancy, determines that a gift of an area is desirable and economically feasible. The prospective gift is reviewed by the Conservancy staff and, if it meets the necessary criteria, the project is presented to the Conservancy's board for approval. Often, owing to the character of the tax laws in encouraging the allocation of private resources for the public good, a gift may be possible at a much lower real cost to the donor than might be imagined.

#### Special Programs

\* National Wetlands Conservation Project--launched in 1983 with a \$25-million grant from Richard King Mellon Foundation; a \$50-million private/public effort to protect outstanding examples of an array of endangered aquatic systems.

\* Rivers of the Deep South--aimed at safeguarding marshes and bottomland forests along six southern river corridors; to date, about 183,667 acres have been protected in the combined corporate/public/private venture initiated with a \$15-million grant from the Richard King Mellon Foundation in 1981.

\* National Critical Areas Conservation Program--a nationwide \$60-million-plus, multi-year attempt to identify and preserve the best remaining examples of unprotected natural systems. Supported with challenge grants totalling \$15 million from the Goodhill Foundation of New York.

\* Katharine Ordway Endangered Species Conservation Program--a three-year \$15-million effort to protect up to 150 species of endangered wildlife and plants at 75 to 150 sites across the nation; initiated in 1983 with a \$5-million grant from the Goodhill Foundation; \$10 million needed to match the grant will be raised from foundations, corporations, and individuals.

Other Protection Techniques

Protecting a natural area generally means acquiring it; however, the Conservancy is now experimenting with the systematic application of techniques that don't include full fee ownership. Less-than-fee-ownership protection tools--such as conservation easements and dedication of land--are being employed along with a variety of newer conservation methods in an effort to increase the efficiency of the protection process. Landowner Contact and Registry Programs have been started in 16 states to secure the commitment of private landowners to voluntarily protect significant areas under their ownership.

Funds for Land Acquisition

Gifts

The General Fund supports a major portion of the yearly operating costs of the Conservancy. By providing the money needed for the many specialists involved in obtaining land donations, the General Fund makes it possible for the Conservancy to acquire areas through gift.

Purchases

The Land Preservation Fund, currently at \$40 million, provides money temporarily, but quickly, where it is needed most. The fund is primarily used by Conservancy chapters and committees to purchase natural areas. The chapter or committee then raises money to repay the fund. Repayment is expected within two years. A charge of four percent is made during the first ninety days; thereafter, to encourage repayment (so that the funds may be used again elsewhere) the cost is set at eight percent. If after two years the fund has not been repaid, then the charge increases to 16 percent.

The fund may also be used to purchase natural areas at the request of government, or in connection with other conservation organizations. Charges for using the Land Preservation Fund in this way are based on the current prime rate.

Established lines of credit with several banks provide great flexibility to the Conservancy's acquisition program. The lines of credit are generally provided at the prime interest rate and necessitate a compensatory balance. Unsecured credit lines of \$8 million are available through two New York banks, the State Bank of Albany, and Manufacturers Hanover Trust Company. The Conservancy also receives assistance from insurance companies and local banks in financing specific conservation acquisitions.

MANAGEMENT AND STEWARDSHIP

The Conservancy staff and volunteers maintain the largest private nature preserve system in the world. The preserves, ranging in size from less than one acre to over 50,000 acres, are managed for the protection and enhancement of the rare or endangered species or ecosystems they protect. Actual management is carried out by both volunteer committees and staff after a management plan has identified stewardship needs. Most Conservancy preserves are open for passive recreation (such as hiking, nature study, birdwatching and photography) and educational uses.

BACKGROUND INFORMATION STATISTICS

December 31, 1984

LAND CONSERVATION  
PROJECTS PER YEAR

1953 - 1  
1954 - 3  
1955 - 4  
1956 - 8  
1957 - 8  
1958 - 6  
1959 - 5  
1960 - 16  
1961 - 20  
1962 - 23  
1963 - 19  
1964 - 30  
1965 - 28  
1966 - 39  
1967 - 70  
1968 - 56  
1969 - 101  
1970 - 140  
1971 - 142  
1972 - 200  
1973 - 202  
1974 - 210  
1975 - 226  
1976 - 218  
1977 - 172  
1978 - 219  
1979 - 188  
1980 - 204  
1981 - 226  
1982 - 206  
1983 - 266  
1984 - 388  
1985 - 59 (As of April 1985)

TOTALS

PROJECTS TO DATE: 3,541

PROJECT ACRES: 2,350,324

LOCATION OF PROJECTS: 50 states, Canada,  
Latin America, the Caribbean

MEMBERSHIP: 250,000

CORPORATE ASSOCIATES: 427

CHAPTERS: 39 volunteer chapters and  
one committee

LAND PRESERVATION FUND: \$40 million

NATURAL HERITAGE INVENTORY PROGRAMS:

Arizona	New Jersey
Arkansas	New Mexico
California	New York
Colorado	North Carolina
Connecticut	North Dakota
Eastern region	Ohio
Florida	Oklahoma
Hawaii	Oregon
Idaho	Pennsylvania
Indiana	Rhode Island
Iowa	Rocky Mountain region
Kentucky	South Carolina
Louisiana	South Dakota
Maine	Tennessee
Maryland	Tennessee Valley Authority
Massachusetts	Texas
Michigan	Vermont
Minnesota	Virginia
Mississippi	Washington
Missouri	West Virginia
Navajo Nation	Wyoming
New Hampshire	

SANCTUARIES UNDER CONSERVANCY

MANAGEMENT: 928

(Each sanctuary may be composed of a number  
of land conservation projects--owned in fee  
or protected by conservation easements.)

ACRES OWNED: 510,913

NUMBER OF STATES WITH CONSERVANCY

PRESERVES: 49

1800 North Kent Street  
Arlington, Virginia 22209

STATE NATURAL HERITAGE PROGRAMS Contact: Stephanie C. Sklar  
Summer 1985 (703) 841-5393

Started:  
1974.

### Description:

A comprehensive computer-assisted state-by-state ecological inventory. Undertaken in a cooperative effort between The Nature Conservancy--a national nonprofit conservation organization--and state governments, the state natural heritage programs provide a continuing process to identify significant natural areas and set priorities for their protection. Proto-heritage programs-- programs yet to be transferred to the state government--are underway in four states. Data from the programs is also used to plan development and aid in natural resource management.

### Location of Programs:

Approximately 40 states now have some version of a natural heritage inventory operating. Formal cooperative state programs are found in: Arizona, Arkansas, California, Colorado, Connecticut, Florida, Idaho, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Washington, West Virginia, and Wyoming. In addition, there are programs in the Tennessee Valley Authority Region and the Navajo Nation. Proto-heritage programs (described below) are underway in Hawaii, Maine, Vermont, and Virginia. Heritage Task Forces, providing technical and administrative support to the state programs, operate out of the Conservancy's national, Eastern Regional and Rocky Mountain offices.

### Funding and Management:

A typical heritage program is established under a contractual agreement between the appropriate arm of a state government and The Nature Conservancy. Initial funding is often provided by private sources (foundations, corporations, and individual donors) and/or state and federal agencies pooling their resources. More than half the programs the Conservancy helped create have been incorporated into state government.

In the absence of a contractual agreement, a proto-heritage program may be established by the Conservancy. These are intended to precede the establishment of full, formal heritage programs.

### Data Management:

Within each program, information about the status and distribution of rare or endangered species, natural communities and other special features in the state is collected and stored in a centralized data management system. Map files, manual files, and computer files keep the information well-organized and easily accessible. Records are indexed by several criteria, including standardized name, location, endangerment status, watershed, and land ownership. A natural heritage inventory provides a flexible system that can respond to a wide variety of user needs. All the Heritage Program data bases employ standardized methods and use identical terminology to process information about a state's natural elements.

-Over-

100% Recycled Paper

Highlights:

● It is "element" oriented.

The inventory focuses on individual components or "elements" of the state's natural diversity. These include distinct biotic communities, special plant and animal species, and other natural features of interest because they are exemplary, rare, or endangered at the state or national level. Critical elements are identified and compared to ensure that conservation efforts focus on the most highly jeopardized.

● It is a centralized repository.

Information previously scattered throughout a state (and even out-of-state)--among state and federal agencies, county conservation programs, academic institutions, private conservation groups, individual citizens, and in published and unpublished reports--is gathered into a single data base. By consolidating existing sources, the inventory serves as a clearinghouse for ecological information in the state.

● It is ongoing.

The inventory is a cumulative process through which information is continuously updated and refined. Old records are checked in the field, new areas are surveyed, known "element occurrences" (sites) are monitored, and changes in land conservation status are recorded. As a result, the assessment of the state's ecological resources is current and increasingly accurate.

● It meets many needs.

The natural heritage programs are designed to provide practical, up-to-date information for both public and private policy-makers. Applications of the data bases include virtually every aspect of biological conservation. Among an inventory's critical uses are the following:

Land Protection. Limited conservation dollars and volunteer contributions must be allocated carefully. Results from the inventory help focus attention on the state's most critically threatened natural features. Land owners and managers may also be informed of the presence and importance of special resources so that they can voluntarily help to conserve them.

Environmental Impact Assessment. Many important biological resources have been destroyed inadvertently; relevant information was not available when decisions were being made. A professionally staffed, centralized data base is readily accessible to facilitate informed decision-making before costly planning investments are made.

Resource Management. Wise stewardship of a state's natural areas requires knowledge about the sensitive or exemplary biological features within them. Information kept on parks, preserves, wildlife areas, and private conservation areas may be used to improve existing management policies and practices.

Endangered Species Review. Information collected and analyzed by the inventory is helpful in the revision of state and federal lists of protected species.

Research and Education. As the data base matures, gaps in our current knowledge are becoming evident. Results from the inventory guide new research, and the data base itself provides a long-term educational resource.

For further information contact: Shelley F. Rodman (703)841-5367

# The Nature Conservancy

# FACTS

1800 North Kent Street  
Arlington, Virginia 22209

## GIFTS OF LAND Summer 1985

Contact: Stephanie C. Sklar  
(703) 841-5395

The Nature Conservancy is interested in two types of real estate:

- 1) Natural Areas: These areas offer critical habitat for rare and endangered plants and animals and ecosystems. The Conservancy today is responsible for more than 50% of all critical habitat preservation in the United States, including both the private and public sectors. In its history The Nature Conservancy has preserved more than 2 million acres of land throughout the United States, Canada and the Caribbean, representing more than 3,000 individual projects. For the last seven years, the Conservancy has acquired an average of 200 properties per year with a market value of between \$35 million-\$60 million. Preservation of natural areas is the Conservancy's primary objective.
- 2) Trade Lands: It is estimated by the scientific community that critical habitats supporting rare and endangered species and ecosystems represent less than one-tenth of one percent of the American landscape. Therefore, few individuals are fortunate enough to own a type of property that the Conservancy is interested in preserving. As a result, the Conservancy can and does accept gifts of properties that do not qualify as natural areas with the understanding that these properties will be resold, sometimes with restrictions, so that the proceeds can be used to protect unique natural lands. These properties represent an increasingly important source of income for the organization. All potential undeveloped trade land gifts are thoroughly examined by an independent environmental expert to ensure that no ecologically significant attributes exist.

### Examples of Corporate Land Gifts

#### NATURAL AREAS:

<u>Corporation</u>	<u>Date of Gift</u>	<u>FMV</u>	<u>Acres</u>	<u>Location</u>
Union Camp	1973	\$14 million	49,097	Great Dismal Swamp, VA
Weyerhaeuser	1978	\$13 million	10,957	Great Dismal Swamp, VA
IP	1977	\$13 million	26,154	Richmond Hill, GA
Federal Paperboard	1977	\$ 3 million	13,850	Green Swamp, NC
Georgia-Pacific	1984	\$ 660,000	1,030	Wando Marsh, SC

#### TRADE LANDS:

United Vintners	1983	\$6.7 million	77	Fresno, CA
Sun	1984	\$6.3 million	10,000	TX, CA, MT
Kimberly-Clark	1978	\$1.6 million	350	Kimberly/Niagara, WI
Mobil	1982	\$1.5 million	14.5	Inwood, NY
IP	1981	\$1.4 million	3,965	Ogeechee, GA
Gulf	1983	\$1.3 million	338	Henderson County, KY

FOR FURTHER INFORMATION CONTACT: Ray Culter, Trade Lands (703)841-5351

APPENDIX III-E

U.S. Forest Service Acquisition Guidelines and Criteria



United States  
Department of  
Agriculture

Forest  
Service

Washington  
Office

12th & Independence, SW.  
P.O. Box 2417  
Washington, DC 20013

Reply to: 5420

Date:

Dr. Michael Robbins  
4701 Winnequah Road  
Monona, Wisconsin 53716

Dear Dr. Robbins:

In our discussion with Mr. Morman we told him that we would send you the information we had available. It appears from your letter that your major interest is in properties that are being acquired for preservation. Our program is broader in that lands acquired for addition to the National Forest System may be managed for a specific purpose or multiple use purposes depending on the area it is located in or management direction provided by Congress.

The following information is in response to your request.

1. Methodologies used to identify land for acquisition.

We suggested to Mr. Morman that you contact our Regional Office in Milwaukee, Wisconsin, for specific information on development of the National Forest Land Management Plans.

Mr. Gordon Small or Mr. Wayne Shuttleworth will be glad to provide information on the Forest Service planning process. Their address is:

310 West Wisconsin Avenue  
Milwaukee, Wisconsin 53203  
Phone: 414-291-1901

2. Methodologies used to rank alternative acquisitions.

Enclosed is a copy of information that is requested from our field offices which is used to rank properties for acquisition using the Land and Water Conservation Fund. Any prioritizing of tract lists is subject to the specific direction of Congress with passage of the annual appropriations.

3. Methods used to acquire lands.

The Forest Service has three major methods of acquiring land or interests on land not owned by the Federal Government. These are purchase, donation, and exchange.



Dr. Michael Robbins

2

Enclosed is a copy of those portions of the Forest Service Manual that lists the laws pertaining to acquisition of lands.

4. List of acquisitions made in the last five years.

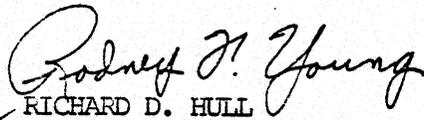
We are providing you with a computer printout of the properties acquired in the most recent five year period for which data has been put in the system. The printout uses codes for various types of areas so we are including a copy of identifying codes for your use.

5. Levels of an available funding for the next five years.

This information is not available as availability of funding is dependent on congressional appropriations on a yearly basis. In an effort to reduce the Federal deficit, we assume funding for land acquisition will be kept to a minimum.

We hope that this information will be helpful in your research effort.

Sincerely,

*for*   
RICHARD D. HULL  
Director of Lands

Enclosures

Instructions for Completing FY 1987 LWCF  
Budget Estimate Form

The following information is to be completed for each tract submitted for ranking by the Priority Criteria System:

1. Enter up to 26 Character Tract name. Example: John R. Smith
2. Enter up to 26 character Management Unit Name. Example: Bald Eagle, Spruce Knob Seneca Rocks, or North Half Green Mt. Comp., etc.
3. Enter 9 digit Tract Number as follows:

Position	Field	Example
1-2	Region Number	09 Region 9
3-4	Admin Forest	02 Admin Forest 02 from LOMS table 2.
5-6	Fiscal Year	87 Fiscal Year
7-9	Tract	001 1st Tract

4. Enter 1 digit Planning Level, 1 = RPA
5. Enter 1 character Area Type:  
A = Recreation Addition, Inholding (not included in areas listed below)

C = Recreation Composite.  
E = Endangered Species.  
H = Wildlife Habitat Management Area.  
N = National Recreation Area.  
R = Other (Scenic Research area, Natural Volcanic Area, etc)  
S = Wild and Scenic River.  
T = National Trail System.  
W = Wilderness.

6. Enter 1 character legislation is needed code:  
A = Authorization.  
B = Boundary Change.  
C = Ceiling Increase.  
D = Boundary Change and Ceiling Increase.  
If no legislation is needed leave blank.
7. Enter 1 character Required plans completed as of completion of this form  
Yes = Y; No = N
8. Enter 1 character Congressional or Executive Mandate  
Yes = C for Congressional; E = Executive; No = Blank Space
9. Enter 3 digit Regional Priority Number

List all areas submitted in order of preference as determined by Region. (Highest priority = Number 1, Second = Number 2, etc.)

Instructions for Completing FY 1987 LWCF  
Budget Estimate Form

10. Enter 3 digit Agency Priority Number  
Regions leave this field blank (To be entered by W.O.)
11. Enter Standard 4 digit National Forest Fund Identification Number  
(NFF-ID) from LOMS Table 2.
12. Enter Standard FIPS 2 digit (not Alpha) State Code  
from LOMS Table 1.
13. Enter Standard FIPS 3 digit County Code  
from LOMS Table 1.
14. Enter up to 6 digit Number of Acres to be Acquired (Round to nearest  
whole acre)
15. Enter up to 6 digit Cost per Acre (Nearest whole number)
16. Enter up to 10 digit Total Cost (Nearest dollar)
17. Enter 1 digit code for one of the following Key Areas:  
  
1 = Key area necessary to accomplish mission (as defined by agency  
management plans) such as an area providing access to a larger  
portion of existing public lands or an area where the key natural,  
cultural or recreational feature to be protected is located.  
  
2 = Important, but not as critical as above.
18. Enter up to 3 digit probability of occurrence of damaging use within 3  
years (nearest whole %).
19. Enter 1 digit Permanence of Change  
  
1 = Impossible to rehabilitate permanently damaged or destroyed.  
2 = Uneconomically feasible to rehabilitate resource (not worth it).  
3 = Cost of rehabilitation would exceed current market value of  
property.  
4 = Economically feasible to rehabilitate.

Instructions for Completing FY 1987 LWCF  
Budget Estimate Form

20. Enter 1 digit Protection of Established Areas
- 1 = Critical to protection of prior investment
  - 2 = Enhance prior investment
  - 3 = Not necessary for protection of established area.
21. Enter up to 3 digit Current annual price escalation existing in the project area (nearest whole %).
22. Enter up to 10 digit Total population within one hour driving time one way (in thousands as determined by the Population Estimates and Projections P-25 Series, Dept. of Commerce, Bureau of Census).
23. Enter up to 10 digit Total population within two hours driving time one way (in thousands as determined by the Population Estimates and Projection P-25 Series, Dept. of Commerce, Bureau of Census).
24. Enter 1 digit Alternatives to Fee Purchase Considered
- 1 = Funds requested will be used for alternative methods of land acquisition i.e. exchanges, partial interest, donation, easements, etc.
  - 2 = Planned acquisition is located within an area that uses alternative methods such as above plus zoning.
  - 3 = Alternatives to fee acquisition not used.

List total monetary commitment created by the proposed acquisition for fields 25 and 26;

25. Enter up to 10 digit Operation and maintenance for a 3 year period (\$ in thousands).
26. Enter up to 10 digit Development costs for a 3 year period (\$ in thousands).

Page 1

Instructions for Completing FY 1987 LWCF  
Budget Estimate Form

27. Enter 1 digit Time of Acquisition in relation to Schedule of Federal Development (choose one)

1 = Development within Budget year + 1 or no development

2 = Development within Budget year + 2

3 = Development within Budget year + 3

28. Enter up to 3 digit probability of willing seller(s) within the project area (nearest whole %). Note that 100% available means that the proposed acquisition has been optioned or a firm offer to sell is at hand.

29. Enter 1 character Condemnation authority exists (choose one) unless specifically prohibited by law, Y should be entered.

Yes = Y; No = N

30. Enter 1 character Commitment to use condemnation (only if #29 response is yes)

Yes = Y; No = N

31. Enter 1 digit Organizational Capability

1 = Current staff/contractors available to execute program at planned level within one year

2 = Current staff/contractors available to execute program at planned level within two years

3 = Current staff/contractors available to execute program at planned level within three years

32. Enter 1 digit Local Support

1 = Strong support

2 = No indication of support or opposition

3 = Strong opposition

33. Enter 1 digit Congressional Oversight/Approval

1 = Required

2 = Not required

Instructions for Completing FY 1987 LWCF  
Budget Estimate Form

34. Enter 1 digit Coordination with other Planning Processes (choose one)
- 1 = Project is coordinated with above NWP, SCORP, special studies or other Federal, State or local plans
- 2 = Project is not coordinated with above processes
35. Enter up to 3 digit Project status Actual percent of project that will be completed with acquisition of the property (For inholdings show 100% since these are isolated tracts needed for a specific development or protection of an area and acquisition of the tract should normally complete the project needs.)
36. Enter 1 character Type of Authorization
- Specific = S; General = G
37. Eligible for Special Account Funding (Burton Bill P.L. 95-42)
- Yes = Y; No = N;
38. Letter of Intent - To be entered by W.O.
- Yes = Y; No = N;

B

181.0 Land East-West (LEW) coding procedures. Following are the procedures to code the information for the L&WCF 85/15 Entry.

<u>Field Number</u>	<u>Card Column</u>	<u>Description</u>
1	1-2	Maintenance Code - (M/C)  The Maintenance codes provide the capability to: <u>Code</u> ID - 'Delete' existing information presently recorded in the LOMS. 2A - 'Add' new information to the LOMS. 5C - 'Change' existing information presently recorded in the LOMS. A Maintenance Code must be coded in card columns 1 and 2.
2	3-4	Regional Office Number - (RO)  The Regional Office Number identifies which Region is submitting the transaction. The Region Number is required and must be numeric.
3	5-6	Administrative Unit Number - (ADM)  The Administrative Unit Number identifies the parent administering unit and is obtained from Table 2.

Table 2 contains information concerning the proper coding and identification of Region Number, National Forest Fund Identification Number (NFF-ID) the Unit Name and Unit Location (city). The asterisk preceding the unit name identifies that the unit is in two or more states.

The first two Numbers are the Numeric Code designation for the Region. The next two Numbers are the Administrative Unit Number. In some instances, the Forest Supervisor is responsible for the administration of other units such as Purchase Units, National Grasslands, Land Utilization Projects, Research and Experiment Areas and Other Areas in which case the Administrative Unit Number would be the same two numbers. The next four numbers are the National Forest Fund Identification Number (NFF-ID). The NFF-ID numbers is unique to all units. The complete Table 2 is Chapter 190.

The Administrative Unit Number is required and must be numeric.

<u>Field Number</u>	<u>Card Column</u>	<u>Description</u>
4	7-10	National Forest Fund Identification Number - (NFF-ID)  The NFF-ID Number was explained for Field Number 3 above. The NFF-ID is required and must be numeric.
5	11-12	State Number - (STATE)  The State Number identifies the State the unit is located and is obtained from Table 1.

Table 1 contains information concerning the proper coding and identification of States, Counties, and Congressional Districts.

The first two numbers are the Numeric Code designation for the State. This number is coded into card columns 11 and 12. The next three numbers are the Numeric Code designation for the County. The number is coded into card columns 13, 14, and 15.

Note: Only the State Code and County Code Numbers are used.

The last numbers are the Congressional District numbers. The Congressional District number is coded into card columns 16 and 17. In reviewing Table 1 there are instances where there are more than one set of numbers to the right of the County Name. When this occurs, there is more than one Congressional District within a county. Use the correct Congressional District number. If there are zeros to the right of the County Name, this identifies those States and Territorial Possessions where there is only one Congressional District at large. The zeros must be coded in columns 16 and 17 on the form. The complete Table 1 is in Chapter 190.

<u>Field Number</u>	<u>Card Column</u>	<u>Description</u>
6	13-15	County Number - (CNTY)  The County Number is a three digit number and was explained in detail under Field Number 5.
7	16-17	Congressional District Number - (CD)  The Congressional District Number is a two digit number and was explained in detail under Field Number 5.

<u>Field Number</u>	<u>Card Column</u>	<u>Description</u>
8	18	East/West Indicator -(E/W)

The East/West Indicator identifies the land either East or West of 100 Meridian.

<u>Code</u>	<u>Description</u>
1	EAST of 100 Meridian
2	WEST of 100 Meridian

9	19-31	Case Name (Last Name)
---	-------	-----------------------

The Case Name identifies the case. Code the Last Name starting in card column 19. Do not exceed thirteen characters.

10	32-39	Tract Number
----	-------	--------------

The Tract Number identifies the tract. Code the Tract Number starting in card column 32. Do not exceed eight characters.

11	40	Type Interest - (INT)
----	----	-----------------------

The case identifies the Type of Interest purchased.

<u>Code</u>	<u>Description</u>
1	FEE
2	EASEMENT
3	MINERAL
4	SUB. MINERAL
9	LIFE ESTATE
5	Piscatorial
6	Timber
7	Right-of-Way

NOTE: Code 8 is not used. If coded the LEW System will reject the transaction.

<u>Field Number</u>	<u>Card Column</u>	<u>Description</u>
12	41-43	Purchase Authority - (PUR AUTH)

The Purchase Authority Codes are identified below:

GENERAL AUTHORITIES

<u>Code</u>	<u>Description</u>	<u>Date</u>	<u>Statute</u>	<u>Page</u>
020	FULMER ACT	08/29/1935	49	963
029		09/21/1944	58	737
051	WEEK LAW EXCHANGE ACT	03/03/1925	43	1133
100	WEEKS LAW	03/01/1911	36	961
118	FLOOD CONTROL ACT	12/22/1944	58	905
120	ANDERSON-MANSFIELD ACT	10/11/1949	63	763
124	USDA ORGANIC ACT (56 Act)	08/03/1956	79	1034
166	ENDANGERED SPECIES ACT	12/28/1973	87	884

SPECIFIC AUTHORITIES (Receipts Acts)

108	UINTA-WASATCH	08/26/1935	49	866
110	CACHE	05/11/1938	52	347
111	CLEVELAND-SAN BERNARDINO	06/15/1938	53	699
112	NEVADA-TOIYABE	06/25/1938	52	1205
113	QUACHITA-OZARK	03/05/1940	54	46
115	CLEVELAND	06/11/1940	54	297
116	ANGELES	06/11/1940	54	299
117	SEQUOIA	06/17/1940	54	402
123	CACHE (SUPPLEMENTAL)	07/24/1956	70	632

NATIONAL RECREATION AREAS

048	HELLS CANYON	12/31/1975	89	1117
069	ARAPAHO	10/11/1978	92	1095
129	SPRUCE KNOB-SENECA ROCKS	09/28/1965	79	843
131	WHISKEYTOWN-SHASTA-TRINITY	11/08/1965	79	843
132	MOUNT ROGERS	05/31/1966	80	190
135	OREGON DUNES	03/23/1972	86	99
136	SAWTOOTH	08/22/1972	86	612
138	FLAMING GORGE	10/01/1968	82	904

SYSTEM AUTHORITIES

056	BOUNDARY WATER CANOE ACT	06/22/1948	62	568
059	EASTERN WILDERNESS ACT	01/03/1975	88	2096
062	ALPINE LAKES ACT	06/12/1976	90	906
068	BOUNDARY WATER CANOE ACT	10/21/1978	90	1652
126	WILDERNESS ACT	09/03/1964	78	896
133	WILD & SCENIC RIVERS ACT	10/02/1968	82	912
134	NATIONAL TRAILS ACT	10/02/1968	82	920

OTHER AUTHORITIES

022	MC CARRAN ACT (TAHOE)	02/12/1938	52	28
063	L&WCF (Big Thompson Canyon)	06/10/1977	91	210
064	CASCADE HEAD S-R AREA	12/22/1974	88	1733
066	EXC LANDS/PUBLIC SCHOOLS	12/04/1967	81	531
104	PUERTO RICO	03/03/1931	46	1516
122	MISSOULA FIRE CONT HDQ	10/24/1951	65	609
127	KANIKSU	06/14/1965	79	129
130	UINTA	10/01/1965	79	899
137	WASATCH (ADDITION)	09/14/1962	76	545

Field Number      Card Column      Description

13                  44                  The Funding Codes are identified below.

Funding Code      Description

1      Weeks Law  
2      L&WCF Act  
3      Sisk Act  
4      Receipts Acts.  
9      Prog & Mgmt

14                  45-51                  ACRES

The Acres field identifies those acres that were acquired with the Funding Authorities identified in Field 13.

The Acres field provides the reporting capability to the hundredth on an acre. Note that there is an implied decimal point between card columns 49 and 50. If the acres are two and thirty-one hundredths (2.31) acres, '231' would be coded in card columns 49-51. Preceding zeros are not required. The numeric information is right justified to card column 51. The largest number that can be entered in the Acres field is 99,999.99 acres, commas and periods are not to be coded on the form.

15                  52-59                  Dollar Amount

The Dollar Amount field provides the reporting capability to report 99,999,999. Dollar amounts are rounded to the nearest whole dollar. No cents can be coded on the form. Commas are not to be coded.

16                  60-72                  Special Designated Area

The Special Designated Area field is divided into three sub-fields; (1) Type and (2) Name and (3) Acres.

16a 60-62 Type Special Designated Area - (TYPE)

The Type Code identifies the Type of Special Designated Area.

16b 63-65 Name of Special Designated Area - (NAME)

The Name Code identifies the Name of the Special Designated Area.

16c 66-72 Special Designated Acres - (ACRES)

The Special Designated Acres field identifies the number of acres that have been purchased using the Funding Authority Code in Field 9 (card column 44) that are inside the boundary of a Special Designated Area.

NOTE: If there have been acres that were previously purchased under any of the Funding Authorities that are now included in a Special Designated Area - identify the acres in Field 16c. Subtract the acres in Field 16c from the acres in Field 14 identifying the remainder in Field 14. The total acres of Fields 16c and 14 must equal the total acres acquired under the specific Funding Authority at the time they were acquired.

The Special Designated Area Type and Name Codes are in Table 6.

<u>Area Code</u>	<u>Name Code</u>	<u>Description</u>
<del>001</del>	<del>---</del>	<del>Wilderness Area</del>
<del>002</del>	<del>---</del>	<del>Chinle</del>
<del>003</del>	<del>---</del>	<del>Chinle</del>

17 73-76 Date Recorded

The Date Recorded is the date the conveyance document is recorded.

The format for the Date Recorded is shown below.

MM = Month

YY = Year

*Date of final judgment or excess award is paid into court*

TABLE 6

<u>TYPE USE CODE</u>	<u>USE NAME CODE</u>	<u>TYPE AND NAME OF DESIGNATED AREA</u>	<u>PURCHASE AUTHORITY CODE</u>
Col. 60-62	Col. 63-65	<u>NATIONAL RECREATION AREAS</u>	Col. 41-43
321	001	Spruce Knob-Seneca Rocks	129
	002	Whiskeytown-Shasta-Trinity	131
	003	Mount Rogers	132
	004	Flaming Gorge	138
	005	Oregon Dunes	135
	006	Sawtooth	136
	007	Hells Canyon	048
	008	Arapaho	069
331		<u>NATIONAL WILD &amp; SCENIC RIVERS</u>	
	001	Eleven Point	133
	002	M.F. Clearwater	
	003	M.F. Feather	
	004	M.F. Salmon	
	005	Rogue	
	006	Rio Grande	
	007	Chattooga	
	008	Nemekegon-St. Croix	
	009	Rapid	
	010	Snake	
	011	Flathead	
	012	St. Joe	
	013	N.F. American	
	014	Pere Marquette	
	015	Skagit	
342		<u>NATIONAL TRAILS</u>	
	001	Appalachian	134
	002	Pacific Crest	
351	001	CASCADE HEAD SCENIC RESEARCH AREA	064
311		<u>NATIONAL WILDERNESS</u>	
	093	Alpine Lakes	062
	028	Ventana	126
	031	Eagles Nest	126
	044	Selway-Bitterroot	126
	045	Boundary Waters Canoe Area	068
	102	Upper Buffalo	059
	110	Cohutta	059
	111	Bristol Cliffs	059
	112	Lye Brook	059
	115	Rainbow Lake	059
	120	Santa Lucia	126
551	001	BIG THOMPSON CANYON	063
999	999	SANTINI-BURTON (LAKE TAHOE BASIN)	370

18

77-80

Date Obligated

The Date Obligated is:

- (1) date the option is accepted.
  - (2) date the deed is signed when there is no option.
  - (3) date the Declaration of Taking is signed by the Secretary of Agriculture.
- ~~\_\_\_\_\_~~

The format for the Date Obligated is shown below.

MM = Month  
YY = Year

SHEPHERD



United States  
Department of  
Agriculture

Forest  
Service

WO

86 PRIORITY LIST

5420 Purchases

DATE August 9, 1985

Subject: L&WCF Priority Acquisition Listing

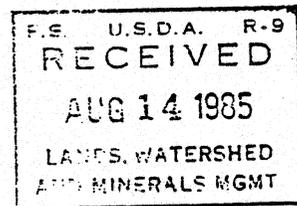
To: Regional Foresters, except R-10

Here is the L&WCF acquisition priority list that was requested by the House Appropriations Committee for inclusion in the record. Copies were also given to the Senate Appropriations Committee. We appreciate your responsiveness in providing the data for this list.

An update of your priority tracts for FY 1987 will be requested within the next few months. We suggest you begin now to determine what those FY 1987 tract priorities will be (tracts identified by outside interest groups should be considered in developing your priorities).

for *Rodney J. Young*  
RICHARD D. HULL  
Director of Lands

Enclosure



*PS*



05/20/65

LAND AND CONSERVATION FUND -- PRIORITY CRITERIA  
 \*\*\*SINGLE AGENCY--REQUIRED PLANS COMPLETED\*\*\*

## FOREST SERVICE

PRI RANK	PRI SCORE	STATE/FOREST NAME	MUNAME	ACRES	COST(\$)	CUMULATIVE COSTS (\$)
1	1247	NM SANTA FE NF	JEMEZ CANYON FAC	61.29	80,000	80,000
2	1243	MT KOTENAI NF	TEN LAKES SCENIC AREA	15.00	22,500	102,500
3	1239	MT KOTENAI NF	CABINET MT. COMPOSITE	80.00	64,000	166,500
4	1224	NM CIBOLA NF	SANDIA MTN WILDERNESS	159.97	650,000	816,500
5	1224	NM CIBOLA NF	SANDIA MTN WILDERNESS	30.99	60,000	876,500
6	1212	MT LCLO NF	HECK CREEK COMPOSITE	267.00	200,000	1,076,500
7	1210	ID SAWTOOTH NF	SAWTOOTH NRA	62.00	186,000	1,262,500
8	1210	ID SAWTOOTH NF	SAWTOOTH NRA	54.00	163,400	1,425,900
9	1210	ID SAWTOOTH NF	SAWTOOTH NRA	57.00	171,700	1,597,600
10	1209	WA SNOQUALMIE NF	ALPINE LAKES WILDERNESS	37.00	48,100	1,645,700
11	1205	ID SAWTOOTH NF	SAWTOOTH NRA	68.00	358,500	1,984,200
12	1195	ID SAWTOOTH NF	SAWTOOTH NRA	65.00	315,000	2,299,200
13	1195	ID SAWTOOTH NF	SAWTOOTH NRA	48.00	240,000	2,539,200
14	1190	VI GEORGE WASHINGTON NF	RICH HOLE COMP.	1088.00	700,000	3,239,200
15	1189	NM SANTA FE NF	JEMEZ CANYON FAC	20.00	80,000	3,319,200
16	1189	OR SIUSLAW NF	CASCADE HEAD SKA	5.00	150,000	3,469,200
17	1186	OR MT. HOOD NF	COLUMBIA GORGE COMP.	97.00	261,900	3,731,100
18	1185	ID SAWTOOTH NF	SAWTOOTH NRA	204.00	613,000	4,344,100
19	1185	ID SAWTOOTH NF	SAWTOOTH NRA	5.00	27,200	4,371,300
20	1185	ID SAWTOOTH NF	SAWTOOTH NRA	8.00	131,300	4,502,600
21	1185	ID SAWTOOTH NF	SAWTOOTH NRA	7.00	66,000	4,568,600
22	1185	ID SAWTOOTH NF	SAWTOOTH NRA	5.00	50,000	4,618,600
23	1185	ID SAWTOOTH NF	SAWTOOTH NRA	5.00	51,400	4,670,000
24	1185	NC UHARRIE NF	UHARRIE WILDERNESS	100.00	40,000	4,710,000
25	1185	NC UHARRIE NF	UHARRIE WILDERNESS	10.00	10,000	4,720,000
26	1180	ID SAWTOOTH NF	SAWTOOTH NRA	3.00	52,500	4,772,500
27	1180	ID SAWTOOTH NF	SAWTOOTH NRA	3.00	32,500	4,805,000
28	1180	ID SAWTOOTH NF	SAWTOOTH NRA	21.00	62,000	4,867,000
29	1180	ID SAWTOOTH NF	SAWTOOTH NRA	2.00	40,500	4,907,500
30	1180	ID SAWTOOTH NF	SAWTOOTH NRA	3.00	52,500	4,960,000
31	1180	NM SANTA FE NF	PECOS WILDERNESS	17.29	80,000	5,040,000
32	1180	NM GILA NF	ALDO LEOPOLD WILDERNESS	40.00	60,000	5,120,000
33	1180	NH WHITE MOUNTAIN NF	PEREGRINE FALCON	380.00	152,000	5,272,000
34	1179	WA WENATCHEE NF	ALPINE LAKES WILDERNESS	60.00	76,500	5,348,500
35	1175	ID SAWTOOTH NF	SAWTOOTH NRA	126.00	350,300	5,698,800
36	1175	NC UHARRIE NF	UHARRIE WILDERNESS	50.00	30,000	5,728,800
37	1175	NM SANTA FE NF	FENTON LAKE FAC	10.00	50,000	5,778,800
38	1172	AZ COCONINO NF	COCONINO NF	54.00	3,500,000	9,278,800
39	1170	ID SAWTOOTH NF	SAWTOOTH NRA	130.00	325,000	9,603,800
40	1170	ID SAWTOOTH NF	SAWTOOTH NRA	113.00	381,800	9,985,600
41	1167	VA JEFFERSON NF	MT. ROGERS NRA	37.00	19,610	10,005,210
42	1167	VA JEFFERSON NF	MT. ROGERS NRA	21.00	10,600	10,015,810
43	1165	NC NANTAHALA NF	APPALACHIAN TRAIL	10.00	7,500	10,023,310
44	1165	NC PISGAH NF	APPALACHIAN TRAIL	5.00	3,500	10,026,810
45	1165	NC NANTAHALA NF	APPALACHIAN TRAIL	5.00	3,500	10,030,310
46	1165	VA JEFFERSON NF	APPALACHIAN TRAIL	20.00	10,000	10,040,310
47	1165	VA JEFFERSON NF	APPALACHIAN TRAIL	10.00	4,600	10,044,910

05/20/85

LAND AND WATER CONSERVATION FUND -- PRIORITY CRITERIA  
 \*\*\*SING AGENCY--REQUIRED PLANS COMPLETED\*\*\*

## FOREST SERVICE

PRI RANK	PRI SCORE	STATE/FOREST NAME	MUNAME	ACRES	COST(\$)	CUMULATIVE COSTS (\$)	
48	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	40.00	20,000	10,054,310
49	1165	NC	PISGAH NF	APPALACHIAN TRAIL	8.00	5,600	10,069,910
50	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	12.00	6,000	10,075,910
51	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	30.00	15,000	10,090,910
52	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	17.00	8,500	10,099,410
53	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	25.00	12,500	10,111,910
54	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	17.00	8,500	10,120,410
55	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	16.00	14,000	10,134,410
56	1165	VA	JEFFERSON NF	APPALACHIAN TRAIL	7.00	5,200	10,139,610
56	1165	NC	NANTAHALA NF	APPALACHIAN TRAIL	41.09	22,000	10,161,610
57	1163	NM	LINCOLN NF	WHITE MTN. WILDERNESS	158.00	355,500	10,517,110
56	1160	OR	DESCHUTES NF	IN HOLDING	15.00	151,000	10,668,110
59	1155	ID	SAWTOOTH NF	SAWTOOTH NRA	18.00	151,800	10,819,910
60	1155	ID	SAWTOOTH NF	SAWTOOTH NRA	36.00	27,000	10,846,910
61	1155	NC	NANTAHALA NF	APPALACHIAN TRAIL	7.00	14,000	10,860,910
62	1155	NC	PISGAH NF	APPALACHIAN TRAIL	8.00	4,800	10,865,710
63	1155	NC	NANTAHALA NF	APPALACHIAN TRAIL	160.00	270,000	11,135,710
64	1153	MT	GALLATIN NF	GALLATIN RIVER COMPOSIT	46.00	156,400	11,292,110
65	1151	OR	SIUSLAW NF	OREGON DUNES NRA	5.00	51,400	11,343,510
66	1150	ID	SAWTOOTH NF	SAWTOOTH NRA	160.00	420,000	11,763,510
67	1150	CA	LCS PADRES NF	CALIFORNIA CONDOR	357.00	535,500	12,299,010
68	1150	NC	NANTAHALA NF	NANTAHALA WBSR	40.00	28,700	12,327,710
69	1150	TN	CHEROKEE NF	APPALACHIAN TRAIL	51.00	35,000	12,362,710
70	1150	TN	CHEROKEE NF	APPALACHIAN TRAIL	40.00	40,000	12,402,710
71	1150	MS	DE SOTO NF	DESOTO WILDERNESS	8.00	72,500	12,475,210
72	1145	ID	SAWTOOTH NF	SAWTOOTH NRA	144.00	80,000	12,555,210
73	1145	MT	GALLATIN NF	HESSARORAKA BEARTOOTH MI	15.00	12,000	12,567,210
74	1145	VA	JEFFERSON NF	APPALACHIAN TRAIL	7.00	3,500	12,570,710
75	1145	VA	JEFFERSON NF	APPALACHIAN TRAIL	45.00	18,000	12,588,710
76	1145	VA	JEFFERSON NF	APPALACHIAN TRAIL	300.00	150,000	12,738,710
77	1145	MI	MANISTEE NF	NORTH COUNTY TRAIL	216.00	324,000	13,062,710
78	1145	NC	PISGAH NF	PISGAH WILDERNESS	429.92	900,000	13,962,710
79	1141	NM	CIBOLA NF	SANDIA MTN RAC	11.00	23,000	13,985,710
80	1141	OR	SIUSLAW NF	OREGON DUNES NRA	5.00	31,000	14,016,710
81	1141	OR	SIUSLAW NF	OREGON DUNES NRA	80.00	170,000	14,186,710
82	1140	CA	LCS PADRES NF	CALIFORNIA CONDOR	160.00	50,000	14,236,710
83	1140	CA	LCS PADRES NF	CALIFORNIA CONDOR	40.00	35,000	14,271,710
84	1140	CA	LCS PADRES NF	CALIFORNIA CONDOR	880.00	1,000,000	15,271,710
85	1140	MT	LCLO NF	RATTLESNAKE WILD & NRA	81.00	57,000	15,328,710
86	1140	TN	CHEROKEE NF	APPALACHIAN TRAIL	11.00	8,000	15,336,710
87	1140	TN	CHEROKEE NF	APPALACHIAN TRAIL	41.00	28,700	15,365,410
88	1140	TN	CHEROKEE NF	APPALACHIAN TRAIL	61.00	43,000	15,408,410
89	1140	TN	CHEROKEE NF	APPALACHIAN TRAIL	8.00	6,000	15,414,410
90	1140	TN	CHEROKEE NF	APPALACHIAN TRAIL	30.00	90,000	15,504,410
91	1136	OR	SIUSLAW NF	SLITON COMP.	26.00	140,000	15,644,410
92	1135	CA	SPASTA TRINITY	WISKEYTOWN SPASTA-T NR	30.00	21,000	15,665,410
93	1135	NC	UMHARRIE NF	UMHARRIE WILDERNESS	60.00	30,000	15,695,410
94	1135	VA	JEFFERSON NF	APPALACHIAN TRAIL			

05/20/85

LAND AND W CONSERVATION FUND -- PRIORITY CRITERIA  
 \*\*\*SINGL AGENCY--REQUIRED PLANS COMPLETED\*\*\*

## FOREST SERVICE

PRI RANK	PRI SCORE	STATE/FOREST NAME	MUNAME	ACRES	COST(\$)	CUMULATIVE COSTS (\$)
95	1134	OR SIUSLAW NF	CASCADE HEAD SRA	13.00	70,000	15,765,410
96	1134	OR SIUSLAW NF	CASCADE HEAD SRA	10.00	90,000	15,855,410
97	1133	NM LINCOLN NF	UCNITO CANYON RAC	43.24	55,000	15,910,410
98	1132	VA JEFFERSON NF	MT. ROGERS NRA	1053.00	600,000	16,510,410
99	1130	WA SHOQUALMIE NF	SKYKOMISH COMP.	515.00	721,000	17,231,410
100	1130	NC NANTAHALA NF	NANTAHALA RIVER COMP.	100.00	200,000	17,431,410
101	1129	WA MT. BAKER NF	SKAGIT W&SR	5.00	95,000	17,526,410
102	1127	VA JEFFERSON NF	MT. ROGERS NRA	10.00	7,400	17,533,810
103	1125	NV TAHOE NF	LT&MU BURTON-SANTINI	50.00	1,250,000	18,783,810
104	1124	OR SIUSLAW NF	CASCADE HEAD SRA	61.00	133,750	18,917,560
105	1121	OR MT. HOOD NF	COLUMBIA GCRGE COMP.	28.00	79,800	18,997,360
106	1120	CA LCS PADRES NF	CALIFORNIA CONDOR	120.00	200,000	19,197,360
107	1117	AZ TONTO NF	HAZATZAL WILDERNESS	20.66	30,000	19,227,360
108	1117	VA JEFFERSON NF	MT. ROGERS NRA	1.00	2,000	19,229,360
109	1115	NC UWHARRIE NF	UWHARRIE WILDERNESS	45.00	27,000	19,256,360
110	1115	NV TAHOE NF	LT&MU BURTON-SANTINI	200.00	5,000,000	24,256,360
111	1115	VA JEFFERSON NF	APPALACHIAN TRAIL	10.00	5,000	24,261,360
112	1110	CA LCS PADRES NF	CALIFORNIA CONDOR	553.00	480,000	24,741,360
113	1110	CA TAHOE NF	LT&MU BURTON-SANTINI	100.00	1,500,000	26,241,360
114	1110	CA TAHOE NF	LT&MU BURTON-SANTINI	150.00	2,250,000	28,491,360
115	1110	NC NANTAHALA NF	NANTAHALA W&SR	101.00	202,000	28,693,360
116	1109	NM SANTA FE NF	CCW-BULL CREEK RAC	137.05	300,000	28,993,360
117	1107	AZ TONTO NF	HAZATZAL WILDERNESS	125.35	135,000	29,128,360
118	1107	VA JEFFERSON NF	MT. ROGERS NRA	46.00	33,400	29,161,760
119	1107	VA JEFFERSON NF	MT. ROGERS NRA	320.00	260,000	29,421,760
120	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	10.00	20,000	29,441,760
121	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	30.00	30,000	29,471,760
122	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	50.00	100,000	29,571,760
123	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	30.00	50,000	29,621,760
124	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	150.00	500,000	30,121,760
125	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	170.00	340,000	30,461,760
126	1105	MI MANISTEE NF	PEKE MARQUETTE W&SR	80.00	160,000	30,621,760
127	1100	MT LCLU NF	RATTLESNAKE WILD & NRA	80.00	163,600	30,785,360
128	1100	MT LCLU NF	RATTLESNAKE WILD & NRA	4.00	50,000	30,835,360
129	1100	MT LCLU NF	RATTLESNAKE WILD & NRA	316.00	126,400	30,961,760
130	1100	PR CARIACOUAN NF	EL YUNQUE COMP.	100.00	300,000	31,261,760
131	1097	MN CHIPPEWA NF	BALD EAGLE	38.00	40,000	31,301,760
132	1097	MN CHIPPEWA NF	BALD EAGLE	50.00	45,000	31,346,760
133	1097	MN CHIPPEWA NF	BALD EAGLE	40.00	8,000	31,354,760
134	1097	MN CHIPPEWA NF	BALD EAGLE	80.00	16,000	31,370,760
135	1097	MN CHIPPEWA NF	BALD EAGLE	76.00	25,000	31,395,760
136	1097	MN CHIPPEWA NF	BALD EAGLE	58.00	45,000	31,440,760
137	1097	MN CHIPPEWA NF	BALD EAGLE	53.00	80,000	31,520,760
138	1097	MN CHIPPEWA NF	BALD EAGLE	82.00	75,000	31,595,760
139	1097	MN CHIPPEWA NF	BALD EAGLE	40.00	35,000	31,630,760
140	1097	MN CHIPPEWA NF	BALD EAGLE	114.00	60,000	31,690,760
141	1097	MN CHIPPEWA NF	BALD EAGLE	40.00	40,000	31,730,760

05/20/85

LAND AND WILDERNESS CONSERVATION FUND -- PRIORITY CRITERIA  
 \*\*\*SINGLE AGENCY--REQUIRED PLANS COMPLETED\*\*\*

## FOREST SERVICE

PRI RANK	PRI SCORE	STATE/FOREST NAME	MLNAME	ACRES	COST(\$)	CUMULATIVE COSTS (\$)
142	1097	NM CHIPPEWA NF	BALD EAGLE	80.00	20,000	31,750,760
143	1095	AZ CCCONINO NF	CCCONINO NF	90.00	740,000	32,490,760
144	1095	CA LCS PADRES NF	SANTA BARBARA FRON COMP	480.00	384,000	32,874,760
145	1095	VA GEORGE WASHINGTON NF	APPALACHIAN TRAIL	150.00	105,000	32,979,760
146	1095	VA GEORGE WASHINGTON NF	APPALACHIAN TRAIL	7.00	15,000	32,994,760
147	1095	VA GEORGE WASHINGTON NF	APPALACHIAN TRAIL	15.00	7,000	33,001,760
148	1095	MI HIAWATHA NF	ENDANGERED PLANT	22.00	50,000	33,051,760
149	1095	MI HIAWATHA NF	ENDANGERED PLANT	83.00	150,000	33,201,760
150	1095	MI HIAWATHA NF	BALD EAGLE	200.00	20,000	33,221,760
151	1095	MI HIAWATHA NF	BALD EAGLE	40.00	15,000	33,236,760
152	1090	WA SNOQUALMIE NF	SKYKOMISH COMP.	315.00	220,500	33,457,260
153	1090	WI NICOLET NF	BALD EAGLE	80.00	50,000	33,507,260
154	1090	WI NICOLET NF	BALD EAGLE	450.00	150,000	33,657,260
155	1089	MT LEWIS & CLARK NF	SMITH RIVER COMPOSITE	310.00	558,000	34,215,260
156	1089	MT LEWIS & CLARK NF	SMITH RIVER COMPOSITE	125.00	312,500	34,527,760
157	1087	ID CHALLIS NF	MIDDLE FORK SALMON W&SR	150.00	1,000,000	35,527,760
158	1086	OR SIUSLAW NF	SUTTON COMP.	7.00	39,000	35,566,760
159	1084	CA TCYABE NF	THIN LAKES/ROBINSON BAR	160.00	2,500,000	38,066,760
160	1084	WA MT. BAKER NF	SKAGIT W&SR	2.00	30,000	38,096,760
161	1085	NM SANTA FE NF	PECOS CANYON RAC	145.00	365,000	38,461,760
162	1085	VA JEFFERSON NF	ENDANGERED PLANT	36.00	60,000	38,521,760
163	1081	OR MT. HOOD NF	COLUMBIA GORGE COMP.	50.00	102,500	38,624,260
164	1080	VA JEFFERSON NF	MCUNTIAN LAKES COMP.	73.00	25,477	38,649,737
165	1079	WA MT. BAKER NF	SKAGIT W&SR	5.00	34,750	38,684,487
166	1078	ID WALLOWA NF	HELLS CANYON NRA	1040.00	1,872,000	40,556,487
167	1077	NM CARSON NF	EL RITTO RAC	140.00	280,000	40,836,487
168	1077	VA JEFFERSON NF	MT. ROGERS NRA	16.00	16,000	40,852,487
169	1075	WI NICOLET NF	BALD EAGLE	254.00	180,000	41,032,487
170	1070	IL SHAWNEE NF	GREY BATS	30.00	600,000	41,632,487
171	1070	IL SHAWNEE NF	KINKAID LAKE	226.00	136,000	41,768,487
172	1070	IL SHAWNEE NF	KINKAID LAKE	520.00	400,000	42,168,487
173	1066	NM CARSON NF	LCS PINOS SAN ANTONIO R	80.00	160,000	42,328,487
174	1065	WY TARGHEE NF	GRIZZLY BEAR COMP.	480.00	1,400,000	43,728,487
175	1060	CA LOS PADRES NF	CALIFORNIA CONDOR	320.00	400,000	44,128,487
176	1060	OR SISKIYOU NF	ILLINOIS W&SR	29.00	95,700	44,224,187
177	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	20.00	40,000	44,264,187
178	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	42.00	80,000	44,344,187
179	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	70.00	105,000	44,449,187
180	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	10.00	65,000	44,514,187
181	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	107.00	55,000	44,569,187
182	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	50.00	70,000	44,639,187
183	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	126.00	240,000	44,879,187
184	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	110.00	132,000	45,011,187
185	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	54.00	40,000	45,051,187
186	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	114.00	50,000	45,101,187
187	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	38.00	100,000	45,201,187
188	1058	MT FLATHEAD NF	FLATHEAD WILD & SCENIC	32.00	150,000	45,351,187

# WEIGHTS

## Priority Criteria System

<u>Importance to Public to Acquire (P)</u>	(930)
1. Necessity to acquire to fulfill project objectives	(300 pt. max.)
a. Key area necessary to accomplish mission as determined by agency management plans, such as an area providing access to a larger portion of existing public lands or an area where the key natural or recreational feature to be protected is located.	300
b. Important, but not as critical as above.	150
2. Benefits to be derived as determined by <u>Region or State Office</u> for projects submitted for budget year.	(100 pt. max.)
a. Top 1/3 of projects submitted	100
b. Middle 1/3 of projects submitted	50
c. Bottom 1/3 of projects submitted	0
3. Conversion to Incompatible Uses:	(230 pt. max.)
a. Probability of occurrence of damaging use within 3 years.	
(1) 80 - 100%	100
(2) 50 - 79%	Actual percent
(3) Less than 50%	0
b. Permanence of Change	
(1) Impossible to rehabilitate - permanently damaged or destroyed.	70
(2) Uneconomically feasible to rehabilitate resource (not worth it).	45
(3) Cost of rehabilitation would exceed current market value of property.	25
(4) Economically feasible to rehabilitate.	0
c. Protection of Established Areas	
(1) Critical to protection of prior investment	60
(2) Enhance prior investment	35
(3) Not necessary for protection of established area	0

4. Price Escalation existing in project area	(70 pt. max.)
a. 30% and above per annum	70
b. 15% - 29% per annum	40
c. 10% - 14%	10
d. Less than 10%	0
5. Proximity to Population Density	(100 pt. max.)
a. Within 1 hour driving time one way:	
(1) over 1,000,000	100
(2) 500,000 - 1,000,000	90
(3) 250,000 - 500,000	70
(4) 100,000 - 250,000	40
b. Within 2 hours driving time one way:	
(1) over 1,000,000	80
(2) 500,000 - 1,000,000	60
(3) 250,000 - 500,000	30
(4) 100,000 - 250,000	10
6. Alternatives to Fee Purchase Considered	(50 pt. max.)
a. Funds requested will be used for alternative methods of land acquisition i.e. exchanges, partial interest, donation, easements, etc.	50
b. Planned acquisition is located within an area that uses alternative methods such as above plus zoning which is strong enough to appreciably aid in the protection of the resource.	40
c. Alternatives to fee acquisition not used.	0

7. Total Monetary Commitment created by Proposed Acquisition (50 pt. max.)

a. Operation and maintenance for a 3 year period

(1) \$0 - \$100,000	30
(2) \$100,001 - \$500,000	20
(3) <del>Over</del> \$500,000	0

b. Development cost for a 3 year period

(1) \$0 - \$500,000	20
(2) \$500,001 - \$3,000,000	10
(3) over \$3,000,000	0

8. Time of Acquisition in relation to Schedule of Federal Development (30 Pt. max.)

a. Development within Budget year + 1 or no development

30

b. Development within Budget year + 2

20

c. Development within Budget year + 3

10

Ability to Acquire (A)

(350)

1. Availability

(160 pt. max.)

a. Willing Seller

- (1) 100% available - optioned or firm offer to sell 100
- (2) 50% - 99% probability of willing seller(s) Actual percent within project area.
- (3) less than 50% probability of willing seller within project area. 0

b. Condemnation

- (1) Authority Exists
  - (a) Yes 20
  - (b) No (Note: if no authority, then no also for commitment to use condemnation.) 0
- (2) Commitment to use condemnation
  - (a) Yes 40
  - (b) No 0

2. Organizational Capability

(100 pt. max.)

- a. Current staff/contractors available to execute program at planned level within one year 100
- b. Current staff/contractors available to execute program at planned level within two years 0
- c. Current staff/contractors available to execute planned level within three years. -20

3. Local Support

(50 pt. max.)

- a. Strong support 50
- b. No indication of support or opposition 0
- c. Strong opposition -50

4. Congressional Oversight/Approval

(40 pt. max.)

- a. Required 0
- b. Not required 40

<u>Progress toward meeting Total Long Range Needs (N)</u>	(200)
1. Coordination with other Planning Processes	(100 pt. max.)
a. Project is coordinated with NWP, SCORP, special studies or other Federal, State or local plans.	100
b. Project is not coordinated with above processes	0
2. Project Status	(100 pt. max.)
a. Actual Percent	100

Status of Approval - not a weighted criteria, but should be used  
to separate into two lists - Approved or Potential

Authorized by Specific or General Authority granted by Congress no  
later than April 1 of current Fiscal Year

- a. Yes
- b. If no, indicate one of the following:

- (1) in need of authorization
- (2) in need of boundary change
- (3) in need of ceiling increase
- (4) in need of boundary and ceiling

Required Plans Completed no later than April 1 of current Fiscal Year

- a. Yes
- b. No

Congressional or Executive Mandate

- a. Congressional (C)
- b. Executive (E)

The total point value for the priority criteria system is 1480 and the  
formula would be as follows:

$$P + A + N = \text{Individual Area Priority Rating}$$

Every area will be rated for consideration however, status of approval  
will be used to divide areas into one of two categories (Approved or  
Potential). It is anticipated that this system will provide a ranking  
of land acquisition projects based upon standard information provided by  
the local/regional staff of each agency.

This would be a starting position for determining agency and individual  
area funding levels. The overall agency obligation performance capability  
and individual agency/Department concerns would be applied by the Land  
Policy Group to the priority listing to tailor the Fiscal Year 1982  
program.

APPENDIX III-F

Subsistence Resource Harvesting - Village of Anaktuvuk Pass

ESTIMATED ANNUAL SUBSISTENCE RESOURCE HARVESTS  
GATES OF THE ARCTIC REGION

Resource Harvested (Number)	Allakaket/ Alatna	Anaktuvuk Pass	Evansville/ Bettles	Kobuk	Shungnak
<u>Mammals</u>					
Black/brown bear	20	--	5	5	27
Grizzly Bear	10	5	--	--	21
Beaver	300	--	43	--	17
Caribou	300	1,000	50	180	525
Fox (red) <u>1/</u>	20	30	5	15	42
Hare (arctic snow)	200	100 <u>2/</u>	100	200	1,122
Land Otter	10	--	--	--	30
Lynx <u>1/</u>	20	--	12	--	20
Marten <u>1/</u>	150	--	100	1	2
Marmot	--	10 <u>2/</u>	--	--	9
Mink <u>1/</u>	100	--	6	--	60
Muskrat	400	--	20	100	979
Moose	48	2	25	7	59
Porcupine	15	5	10	17	37
Sheep (Dall)	10	6	5	--	6
Squirrel (tree)	--	--	--	--	14
Squirrel (ground)	--	100	--	--	22
Weasel <u>1/</u>	10	--	5	3	10
Wolverine <u>1/</u>	6	10	2	8	32
Wolf <u>1/</u>	5	25	10	10	40
<b>Total Useable Weights in Pounds <u>3/</u></b>	<b>93,900</b>	<b>153,695</b>	<b>27,765</b>	<b>33,620</b>	<b>135,520</b>
<u>Wildfowl</u>					
Crane	--	--	--	--	16
Ducks	4,000	200	20	2,500	6,255
Geese	300	50	20	1,000	1,200
Ptarmigan	500	500	100	3,000	1,125
Spruce hen/Grouse	150	--	10	50	60
White (snowy) owl	--	--	--	--	40

1/ Furbearers not used for human consumption, and not included in calculations of useable weight estimated on basis of average dressed weights for each species.

2/ Estimated

3/ Computed on basis of estimated average dressed weights for each species.

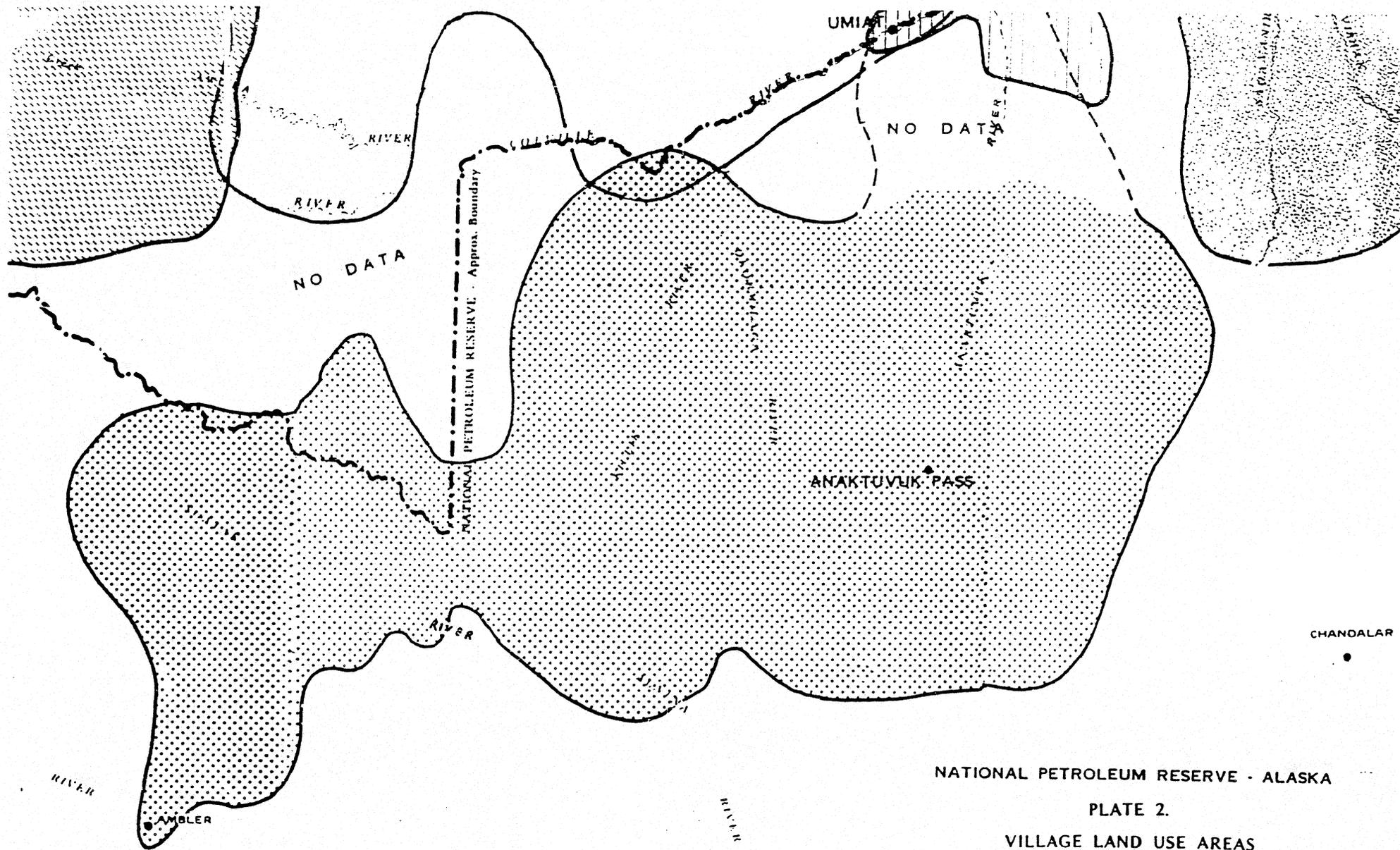
Source: The inventory data estimates were obtained in 1974 from a survey of individual households in each village by NANA. Compilation was provided by the Resources Planning Team of the Joint Federal-State Land Use Planning Commission. The estimates are an annual average of the resources harvested over a period of years, as reported by each household surveyed.

ESTIMATED USEABLE WEIGHTS<sup>1/</sup> (IN POUNDS)  
OF SUBSISTENCE HARVEST AND AVERAGE PER CAPITA CONSUMPTION IN  
VILLAGES OF THE GATES OF THE ARCTIC REGION

Resources Harvested	Allakaket Alatna	Anaktuvuk Pass	Evansville/ Bettles	Kobuk	Shungnak
Mammals	93,900	153,695	27,765	33,620	135,499
Fish	129,900	3,500	1,150	59,002	190,820
Wildfowl	5,850	900	210	9,550	12,690
Berries	850	400	850	5,553	11,543
Greens/Roots/Vegetables	200	--	540	2,103	3,324
<b>TOTALS</b>	<b>230,700</b>	<b>158,495</b>	<b>31,515</b>	<b>109,828</b>	<b>353,876</b>
Current Resident Native Population July 1973 <sup>2/</sup>	160	123	21	60	154
Per Capita Resource Consumption July 1973	1,441	1,298	1,500	1,830	2,298

<sup>1/</sup> For mammals, wildfowl, and fish, figures are based on estimates of dressed weight for each resource. For berries, greens/roots/vegetables gross weights of harvest are given.

<sup>2/</sup> Based on Alaska Native Enrollment - Summary 1973. U.S. Department of the Interior, Bureau of Indian Affairs.



NATIONAL PETROLEUM RESERVE - ALASKA

PLATE 2.

VILLAGE LAND USE AREAS



ANAKTUVUK PASS (6)  
including information from Ray Bane

APPENDIX IV-A

Seldovia Land Exchange - Kachemak Bay State Park

MEMORANDUM OF UNDERSTANDING

EXCHANGE AGREEMENT

NEGOTIATED PURSUANT TO AS 38.50

This Memorandum of Understanding is made and entered into by and between the State of Alaska (hereinafter referred to as "State") and Seldovia Native Association, Incorporated (hereinafter referred to as "Seldovia"), a corporation organized under the laws of the State of Alaska and formed pursuant to Section 8 of the Alaska Native Claims Settlement Act, 43 USC. 1607, for the proposed exchange of certain Seldovia and State owned land.

Witnesseth that:

Whereas, Kachemak Bay State Park was established by the Alaska State Legislature in 1970 for protection of the unique wildlife, recreational and scenic values contained in those lands and waters, and

Whereas, the Alaska Native Claims Settlement Act 1971, entitled the Seldovia Native Association to select, among other things, 29,405 acres within the boundaries of Kachemak Bay State Park, and

Whereas, A.S. 38.50 provides for the disposition of State land by exchange for the purpose of consolidating state land holdings and creating land ownership patterns which will permit more effective administration of the State public domain, and

Whereas, Seldovia and the State desire to implement the May 7, 1979, Memorandum of Understanding which settled pending litigation and administrative appeals concerning the rights to obtain certain lands under their entitlements, and to modify and supersede the September 1981 Memorandum of Understanding as modified, and

Whereas, the parties agree to consummate this land exchange in phases, as hereinafter described.

Now, therefore, in consideration of the above, the parties hereto agree to the following.

1. Conveyance of title to lands in Phase I.

- a) Pursuant to A.S. 38.50.150 the State shall accept from Seldovia quitclaim deeds which have been properly executed, acknowledged and authorized for lands described in Attachment A to effectuate this exchange, and shall issue quitclaim deeds to Seldovia for lands described in Attachment B.

An aliquot part, or metes and bounds legal description will be sufficient for purposes of conveyance of title to Seldovia and the State. No further survey of lands shall be required of either party. Acreage totals included in Attachment B are those specified in BLM Interim Conveyances No. 101 and 139 to Seldovia.

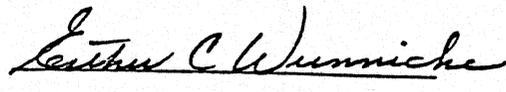
- b) The conveyance of lands by Seldovia and the State shall be subject to any valid existing rights or interests.
- c) Seldovia and the State agree that the exchange of parcels listed in Attachments A and B to this memorandum is based on the fair-market-value as determined by the August 1982 appraisal. The total appraised value of State-owned parcels to be received by Seldovia as part of this exchange is \$3,303,500. The total appraised value of Seldovia-owned parcels to be received by the State is \$3,303,500.

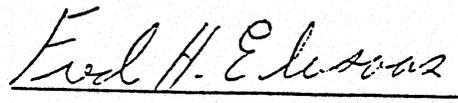
2. Further conveyances

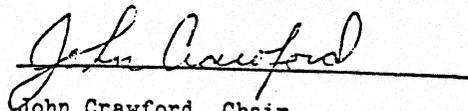
Seldovia and the State recognize this exchange to be the initial phase of a land exchange process that will ultimately implement all applicable provisions of the May 7, 1979, Memorandum of Understanding between the State, Seldovia, Cook Inlet Region, Inc., and the Kenai Peninsula Borough, as such provisions apply to both parties.

Accepted and Agreed this 15<sup>th</sup> day of March, 1983 in Anchorage, Alaska.

  
James K. Barnett, Deputy Commissioner  
Department of Natural Resources

  
Esther C. Wunnicke, Commissioner  
Department of Natural Resources

  
Fred Elvsaas, President  
Seldovia Native Association, Inc.

  
John Crawford, Chair  
Seldovia Native Association, Inc.

Attachment A

Lands to be acquired by the State from Seldovia

<u>APPRAISAL DESIGNATION</u>	<u>ACREAGE/APPRAISAL</u>	<u>TOTAL APPRAISED VALUE</u>
SNC Unit #9 (portion)		
(Sec.29, T. 8S, R. 12 W., S.M.)	590 acres @ \$1,000/acre	\$ 590,000
(Sec.30, T. 8S, R. 12 W., S.M.)	340 acres @ \$1,200/acre	\$ 408,000
(Sec.31, T. 8S, R. 12 W., S.M.)	30 acres @ \$1,200/acre	\$ 36,000
	(North Shore Tutka Bay)	
(Sec.32, T. 8S, R. 12 W., S.M.)	260 acres @ \$1,000/acre	\$ 260,000
	(North Shore Tutka Bay)	
(Sec.33, T. 8S, R. 12 W., S.M.)	580 acres @ \$1,000/acre	\$ 580,000
(Sec.34, T. 8S, R. 12 W., S.M.)	* 285 acres @ \$ 300/acre	\$ 85,500
Seldovia Native Corporation #14	1,493 acres @ \$ 900/acre	\$1,344,000
TOTAL	<u>3,578 Acres</u> 993.5 ac.	<u>\$3,303,500</u>

\* Portion of Sec. 34, Township 8 South, Range 12 West, Seward Meridian, more particularly described as E 1/2 SE 1/4 NW 1/4 NE 1/4, NE 1/4 NE 1/4, S 1/2 NE 1/4, SE 1/4, Totaling 285 acres.

Attachment B

Lands to be acquired by Seldovia from the State

<u>APPRAISAL DESIGNATION</u>	<u>ACREAGE/APPRAISAL</u>	<u>TOTAL APPRAISED VALUE</u>
Gray Cliff	18 acres @ \$7,000/acre	\$ 126,000
Martin River	240 acres @ \$1,800/acre	\$ 432,000
Ring Brown's Landing	15.2 acres @ \$3,000/acre	\$ 45,750
Funny River Road	135.8 acres @ \$2,000/acre	\$ 271,500
State Unit # 3	2.84 acres @ \$14,000/acre	\$ 39,750
State Unit # 6	3.38 acres @ \$25,000/acre	\$ 84,500
State Unit # 7	8.93 acres @ \$25,000/acre	\$ 223,000
State Unit #10		*\$1,012,000
310 + acres @ \$1,200/acre		\$ 372,000
(N 1/2 Sec. 33, T. 8S., R. 13 W., S.M.)		
640 + acres @ \$1,000/acre		\$ 640,000
(Sec. 34, T. 8S., R. 13 W., S.M.)		
		*\$1,012,000
State Unit #14	280 acres @ \$1,800/acre	\$ 504,000
State Unit #15	313.66 acres @ \$1,800/acre	\$ 565,000
TOTAL	<u>1967.81 Acres</u>	<u>\$3,303,500</u>

# KACHEMAK BAY STATE PARK

## Legend

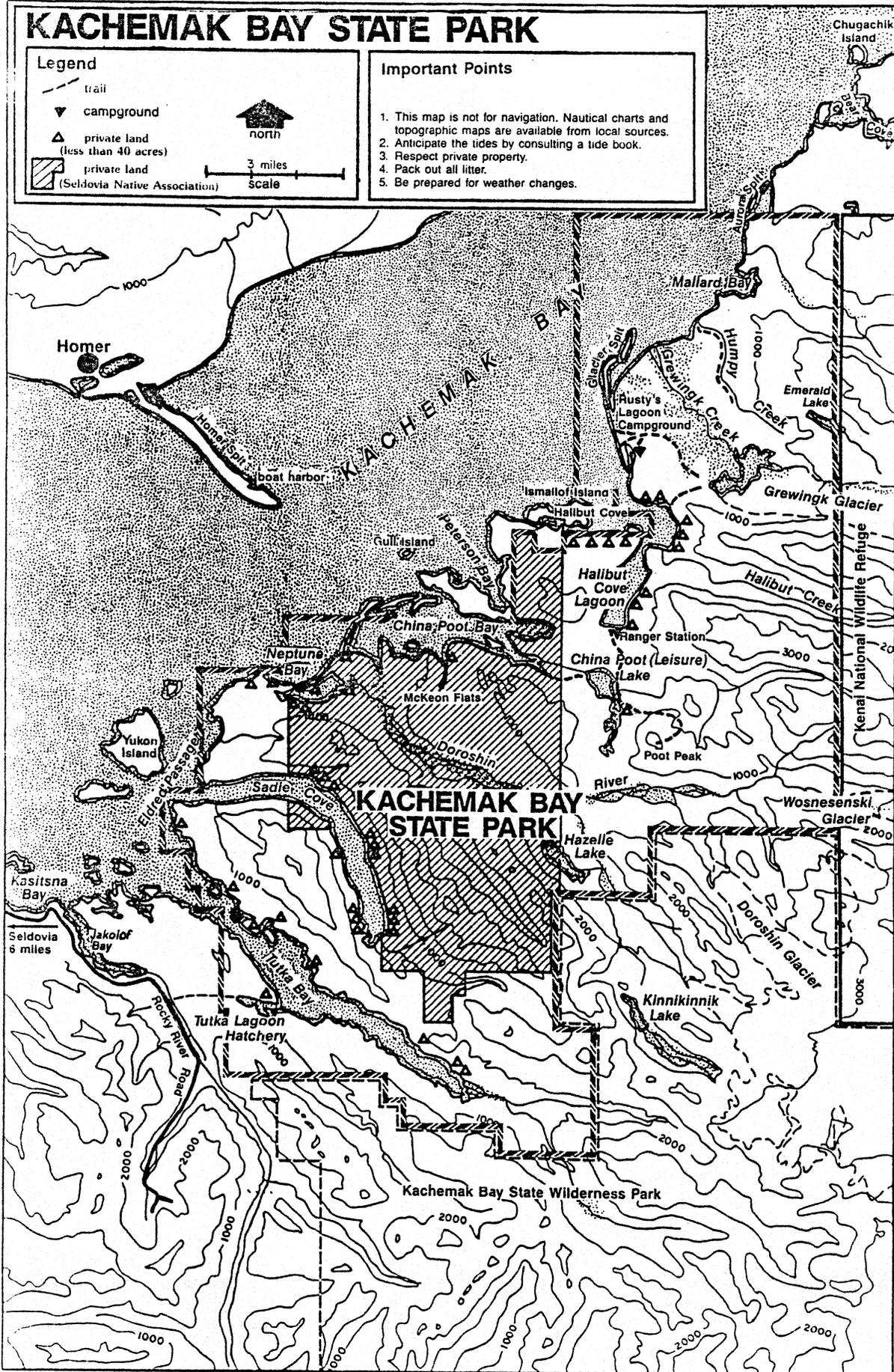
- trail
- ▼ campground
- ▲ private land (less than 40 acres)
- ▨ private land (Seldovia Native Association)



3 miles  
Scale

## Important Points

1. This map is not for navigation. Nautical charts and topographic maps are available from local sources.
2. Anticipate the tides by consulting a tide book.
3. Respect private property.
4. Pack out all litter.
5. Be prepared for weather changes.



## SITE DESCRIPTION

\*

IDENTIFICATION: SNC Unit #9

LOCATION: South side of Kachemak Bay within the Kachemak State Park.

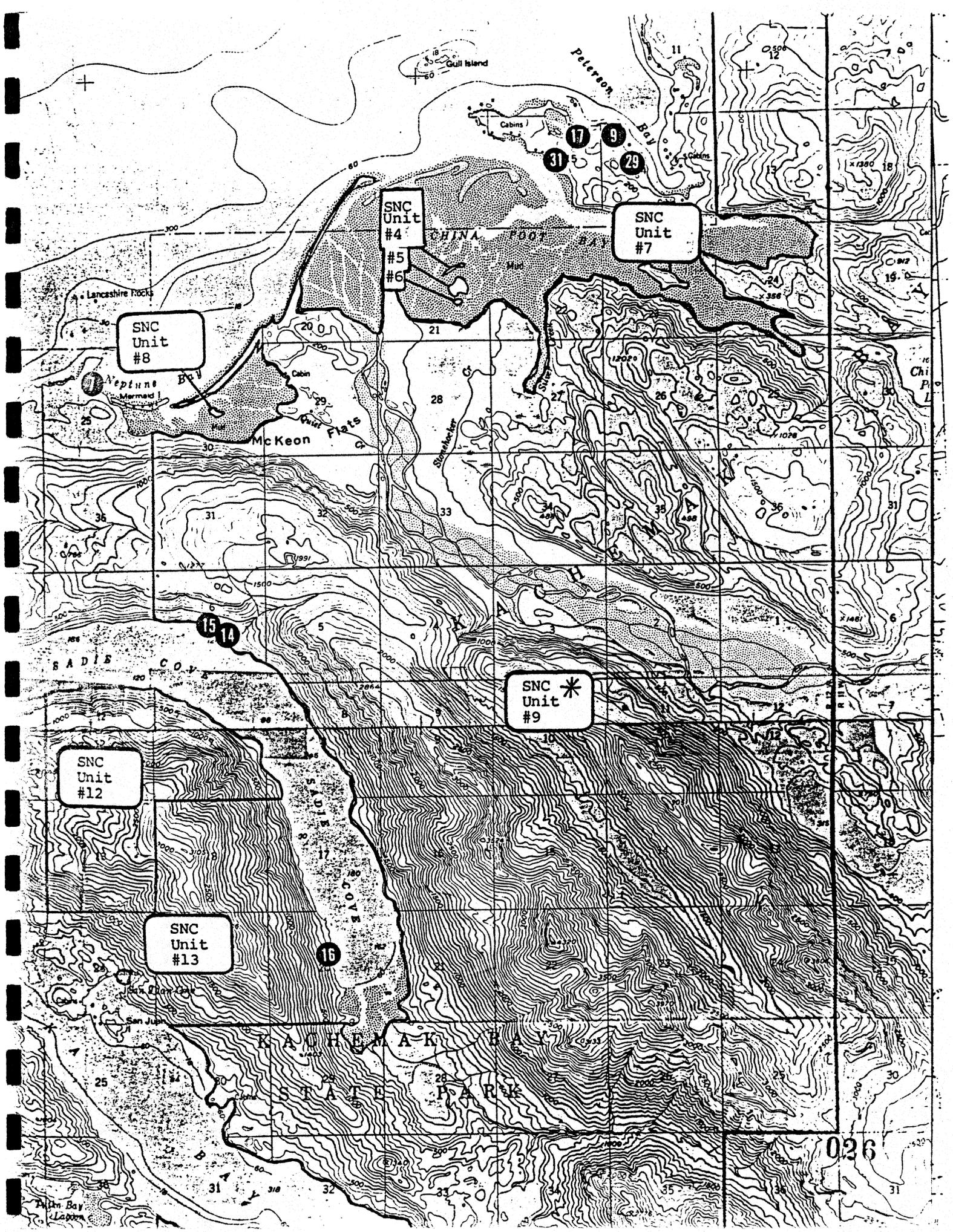
LEGAL DESCRIPTION: All or portions of Sections 12, 13, 17, 19 through 36, T7S, R12W, S.M. All or portions of Sections 1 through 6, 8 through 16, 21 through 34, T8S, R12W, S.M.

SHAPE AND AREA: The parcel is irregular in shape. This is a very large parcel and is approximately 10 miles in length and 8 miles wide at its widest points. The unit is irregular in shape and contains approximately 26,004 acres.

TOPOGRAPHY/SOILS: This parcel extends from the southern border of Halibut Cove in a southerly direction to the very south end of Sadie Cove and Tutka Bay. The topography of this unit varies substantially from very low and moderate terrain along the China Poot and Neptune Bay area to very steep and rugged terrain on the southeastern corner of this parcel. A mountainous ridge extends from the northwestern corner of this parcel in a southeasterly direction through Sections 31, 5, 9, 16, 15, 22, 23, 26 and 25, with elevations ranging from approximately 1500 square feet up to 4300 square feet. Additionally, there is a slight ridge which extends through Sections 11, 14, 13, 24, which have an elevation of approximately 2500 feet above sea level. A glacial river traverses in a westerly direction cutting through the middle of this parcel and flowing into the China Poot Bay. This glacial river is fed from the Wosnesenski Glacier. There are several scattered lakes throughout this parcel and the majority of the ground appears to be high and dry with only two small sections which appear to have low marshlands. This parcel has extensive water frontage with approximately 8 miles of shoreline along China Poot and Neptune Bay tidal flats and approximately 4 miles of frontage on Sadie Cove, and over 3 miles of frontage on Tutka Bay. The quality of the water frontage varies substantially from very low frontage along the China Poot and Neptune bays to very steep mountainsides along Sadie Cove. The majority of this site appears to be heavily wooded excluding the low tidal lands and the mountain ridges and the soils appear to be buildable.

ACCESS: Access is available by water only. There is a numerous amount of shoreline frontage on China Poot, Neptune Bay, Tutka Bay and Sadie Cove.

UTILITIES/EASEMENTS: Electricity is available from the Homer Electric Association. Please refer to the Addenda of this report for the location of the electricity lines from HEA.



SNC Unit #4  
#5  
#6

SNC Unit #7

SNC Unit #8

SNC Unit \* #9

SNC Unit #12

SNC Unit #13

026

SUBJECT PHOTOGRAPHS

SNC UNIT # 9



BLACKSMITH & RICHARDS



SNC UNIT NO. 9

Lands located within State Unit No. 10 are appraised based on categorizing the land by its major physical attributes. No truly comparable sales of large acreage were found to compare to State Unit No. 10 and SNC Unit No. 9. In March 1981, the Federal Government, Corp of Engineers, acquired 13,187.95 acres of land from the State of Alaska for the Chena River Lakes Project for flood control. The land was acquired through the condemnation process based on appraisals by Follett and Associates, dated in 1977. The project is located 20<sup>±</sup> miles southeast of Fairbanks and is basically flat and rolling in terrain with birch tree cover and some low lying wetlands. The parcel sold for \$6,200,000, or \$470 per acre. The parcel is outside the subject's Market Area, but serves to establish a unit value for major state acreage.

The following are the estimated unit values for the major physical characteristics of the parcel.

	Sale No. 35 ± Adj.		Sale No. 39 ± Adj.		Sale No. 40 ± Adj.	
\$/Acre:	\$1.626		\$870		\$1,256	
Date:	2/82	X 1.058	12/76	X 1.573	11/77	X 1.48
Size:	123 Ac.	X .60	230 Ac.	X .60	215 Ac.	X .60
Waterfrontage:	Yes	-0-	Yes	-0-	Yes	-0-
Access:	Water	-0-	Water	-0-	Water	-0-
Topography:	Moderate	-0-	Moderate	-0-	Moderate	-0-
Utilities:	None	-0-	E	X .90	None	-0-
Net Adj. Adj. \$/Acre:	\$1,032		\$739		\$1115	

The estimated Market Value, for a large acreage waterfront parcel, no roads, or power is \$1,200/Acre. The following unit values are based on the above comparables and estimated unit value, with adjustments for the dissimilarities from a water front parcel, moderate terrain, no roads, or power.

TERRAIN			ACCESS		UTILITIES		WATERFRONT ESTIMATED \$/ACRE	NON-WATERFRONT ESTIMATED \$/ACRE
M	S	M	R	N	P	N		
o	t	t	o	o	w	o		
d	e	e	a	R	e	P		
e	e	s	d	d	w	w		
r	p		s	s	r	r		
X			X		X		\$1,400	\$1,000
X			X			X	\$1,300	\$ 900
X				X	X		\$1,300	\$ 900
X				X		X	\$1,200	\$ 800
	X		X		X		\$1,200	\$ 900
	X		X			X	\$1,100	\$ 800
	X			X	X		\$1,100	\$ 800
	X			X		X	\$1,000	\$ 700
		X	X		X		\$ 700	\$ 500
		X	X			X	\$ 600	\$ 400
		X		X	X		\$ 600	\$ 400
		X		X		X	\$ 500	\$ 300

Waterfrontage, steep terrain, no roads or power. (Section 29, 32, 33, 5, 6, T8S)

2,354± Acres @ \$1,000/Acre = \$2,354,000

Water frontage, moderate terrain, no roads or power. (Section 28, 30 & 31, T8S)

1,022± Acres @ \$1,200/Acre = \$1,226,400

Waterfrontage, mountainous terrain, no roads or power. (Section 8, 16, 17 & 21, T8S)

1,472± Acres @ \$500/Acre = \$736,000

Water frontage, moderate terrain, power, no roads. (Sections 17, 19, 20, 21, 22, 23, 24, 29 & 30 T7S)

2,050± Acres @ \$1,300/Acre = \$2,665,000

Water frontage, steep terrain, power, no roads. (Section 13, T7S & NE 1/2 Section 12 T8S)

930± Acres @ \$1100/Acre = \$1,023,000

Non waterfront, moderate terrain, power, no roads (Section 12, T7S)

621± Acres @ \$1,300/Acre = \$807,300

Non-waterfront, mountainous terrain, no power or roads. (Sections S 1/2 3, 4, 9, 10, 11, 13, 14, 15, 22, 23, 24, 25, 26, 27 & E 1/2 34, T8S & Sections 31, 32 & 36, T7S)

10,880± Acres @ \$300/Acre = \$3,264,000

NOTE: Section 13 fronts on a lake but the frontage is very steep.

Non-water front, moderate terrain, no power or roads. (Section 1, 2, N 1/2 3, 27, 28, 33, 34 & 35 T7S)

4,770± Acres @ \$800/Acre = \$3,816,000

Non waterfront, steep terrain, no power or roads. (Section 26  
& 26, T7S & SW 1/2 Section 12, T8S & W 1/2 Section 34, T8S)  
1,905± Acres @ \$700/Acre = \$1,333,500

Total Estimated Market Value of SNC Unit No. 9: \$17,225,20  
SAY: \$17,225,000  
OR: \$662/Acre

SITE DESCRIPTION



IDENTIFICATION: SNC Unit #14

LOCATION: South side of Tutka Bay directly south of Tutka Bay Lagoon.

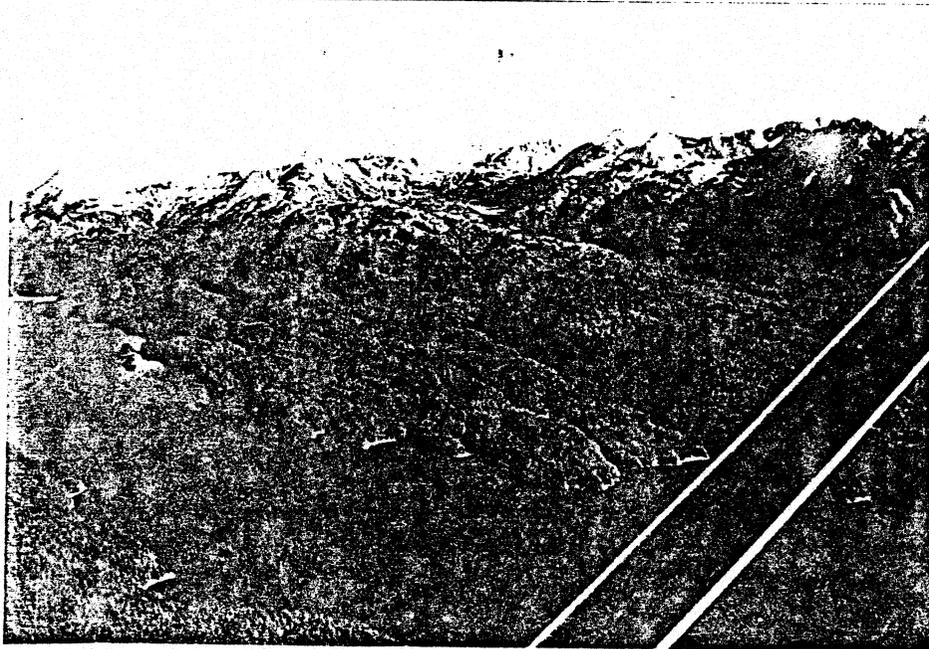
LEGAL DESCRIPTION: Portions of Sections 31 and 32, T8S, R12W, S.M. All of Sections 1 and 2 and the NE 1/4 of Section 11, T9S, R13W, S.M.

SHAPE AND AREA: The parcel is irregular in shape and contains approximately 1,493 acres.

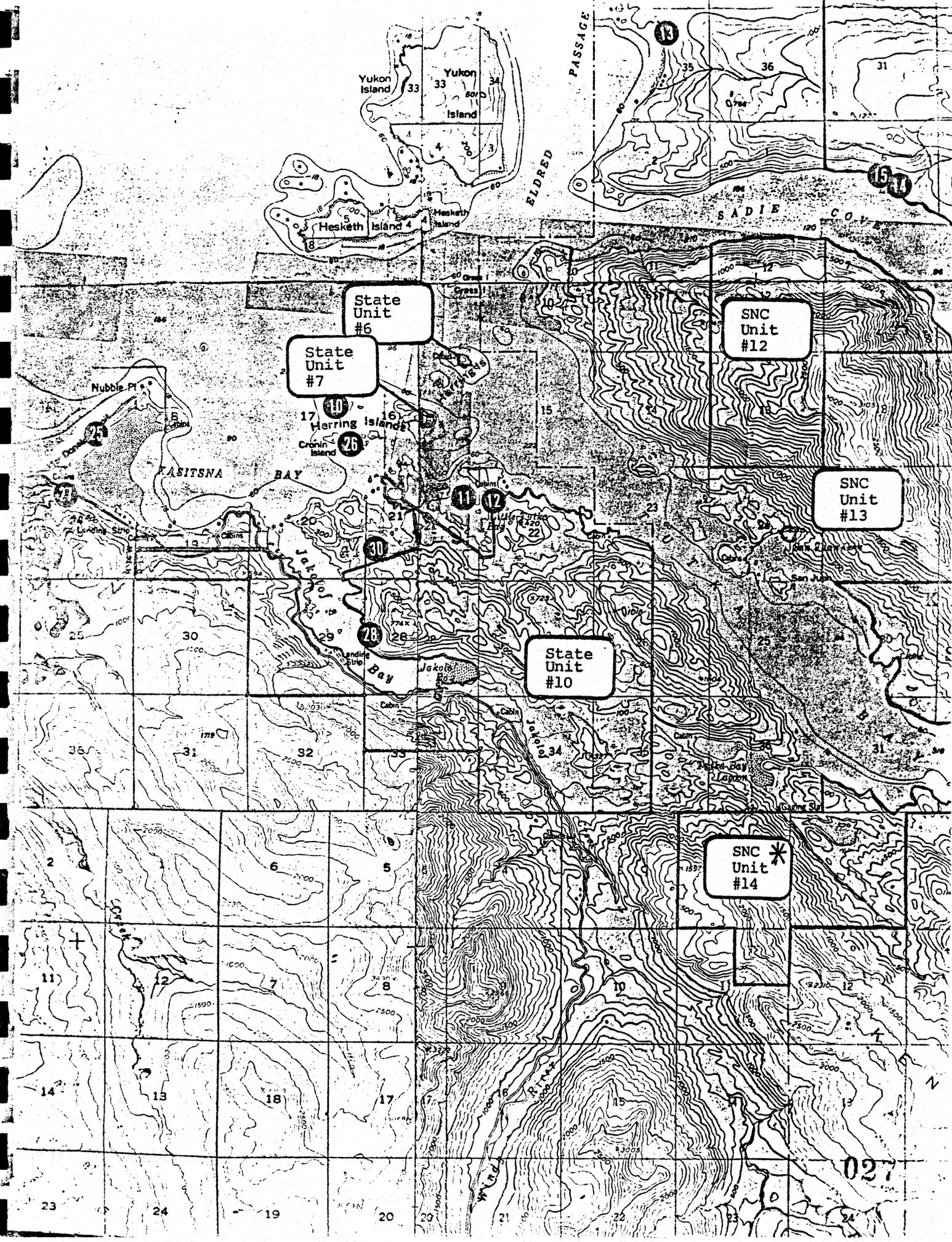
TOPOGRAPHY/SOILS: The property is very uneven in terrain, sloping from its southwestern property boundary in a north-easterly direction to Tutka Bay, dropping in elevation from approximately 2000 feet to the shoreline, which is approximately 400 feet above sea level. There is a moderate sized lake located within the northeast portion of the subject site in the north one-half of Section 1. Additionally, there is a small pond located within the southeast corner of the parcel of the same Section. A small stream drains diagonally from the southeast corner of the subject property to the middle of the northern boundary into Little Tutka Bay Lagoon. The property is heavily wooded and the soils appear to be adequate for development.

ACCESS: Access is by water only from Little Tutka Bay in which the subject has approximately 1.5 to 2 miles of moderately steep shoreline.

UTILITIES/EASEMENTS: None.



BLACKSMITH & RICHARDS



State Unit #6

State Unit #7

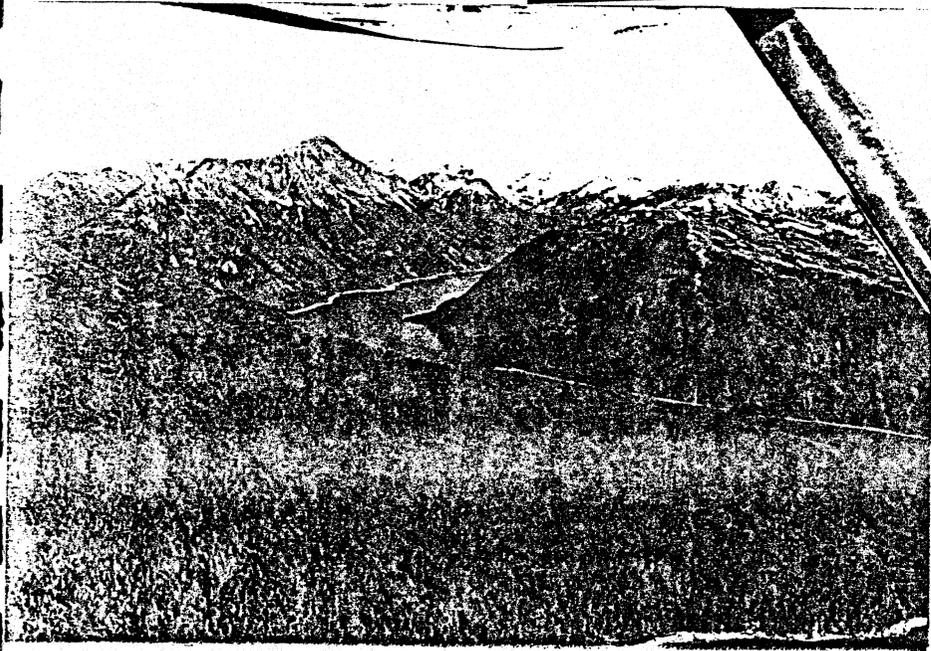
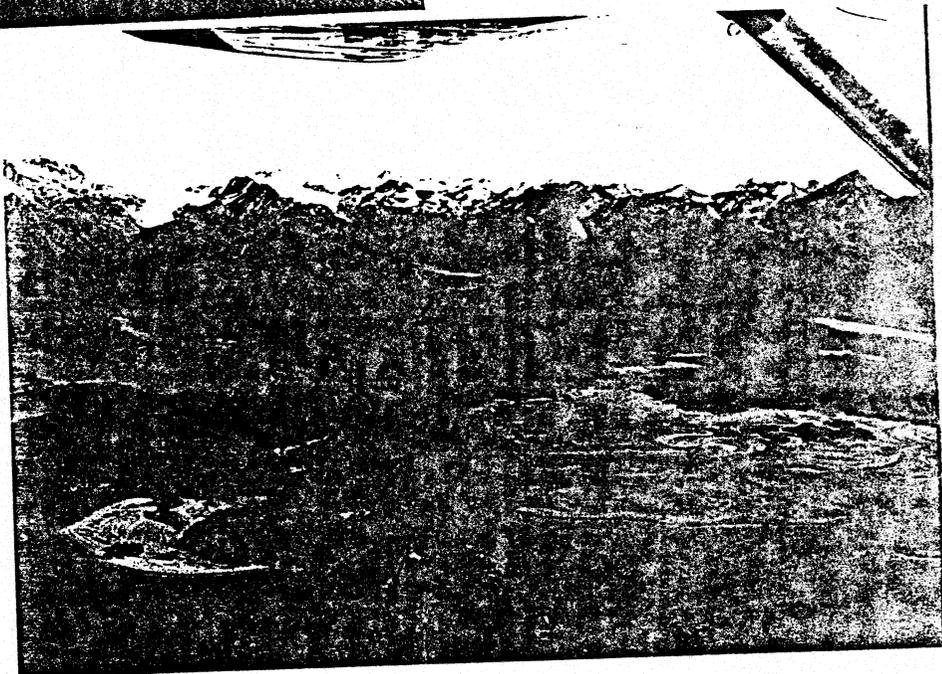
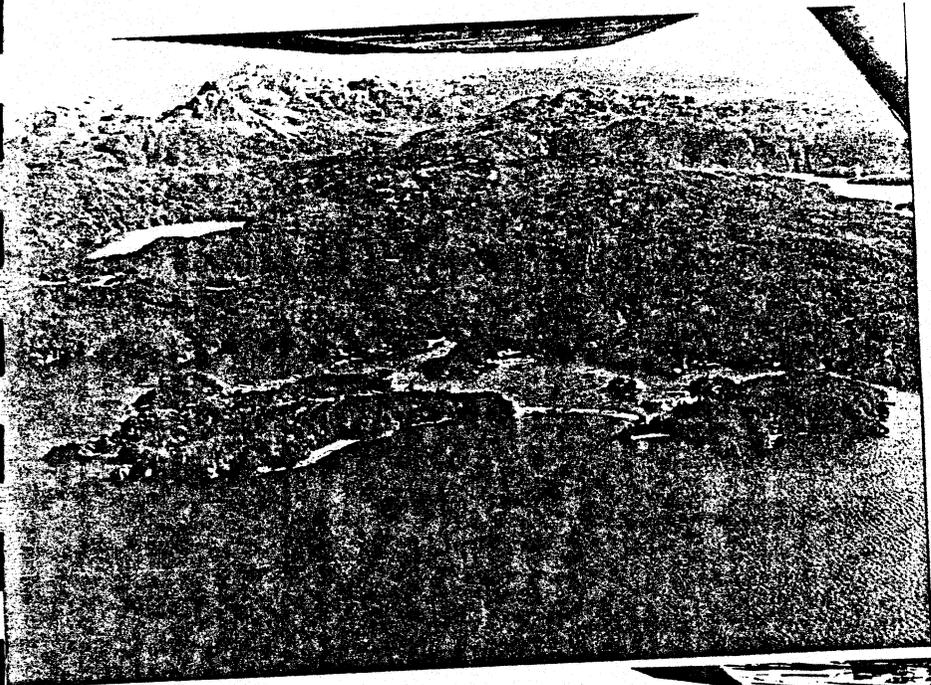
SNC Unit #12

SNC Unit #13

State Unit #10

SNC Unit #14 \*

027



SNC UNIT NO. 14

	Sale No. 35		Sale No. 39		Sale No. 40		Sale No. 43	
		± Adj.		± Adj.		± Adj.		± Adj.
\$/Acre:	\$1,919		\$870		\$1,256		\$1,282	
Date:	2/82	X 1.058	12/76	X 1.573	11/77	X 1.48	9/77	X 1.50
Size:	123 Ac.	X .60	230 Ac.	X .60	215 Ac.	X .60	311.96Ac	X .60
Waterfrontage:	Yes	X (.80)		X (.80)		X (.80)		(-0-)
Access:	Water	(-0-)	Water	(-0-)	Water	(-0-)	Trail	X(1.20)
Utilities:	None	-0-	E	X .90	None	-0-	None	-0-
Topography:	Moderate	(.70)	Moderate	(.70)	Moderate	(.70)	Moderate	(.70)
		(-0-)		(-0-)		(-0-)		(-0-)
Net adj.								
Adj. \$/Acre:								
Steep terrain, non-waterfront:	\$682		\$414		\$625		\$808	
Moderate terrain, waterfrontage:	\$1,218		\$739		\$1,116		\$1,385	

Analysis:

The southwestern one-half of this parcel is steep and mountainous in terrain, indicating an adjusted unit value, non-waterfrontage of \$600 per acre. The northeastern one-half is sloping in terrain and has good water frontage on Tutka Bay indicating \$1,200 per acre. Giving equal weight, the indicated average is \$900 per acre.

1,493 Acres X \$900/Acre = \$1,343,700  
 SAY: \$1,344,000

(b) In adopting regulations under this section and in complying with AS 44.62.210, the commissioner shall provide the opportunity for the oral presentation of statements, arguments or contentions. (§ 1 ch 112 SLA 1970)

Revisor's notes. — Formerly AS 41.20.230(a), (b). Renumbered in 1983.

**Sec. 41.21.124. Discharge of firearms.** Discharge of a firearm is permitted in Chugach State Park when authorized by lawful regulation by the department. (§ 1 ch 112 SLA 1970; am § 2 ch 47 SLA 1972)

Revisor's notes. — Formerly AS 41.20.230(c). Renumbered in 1983.

**Sec. 41.21.125. Purchase authorized.** The commissioner may acquire, by purchase in the name of the state, title to or interest in real property lying within or abutting the boundaries of the Chugach State Park. (§ 1 ch 112 SLA 1970)

Revisor's notes. — Formerly AS 41.20.240. Renumbered in 1983.

**Sec. 41.21.130. Purpose of AS 41.21.130 — 41.21.143.** The purpose of AS 41.21.130 — 41.21.143 is to restrict state-owned land and water described in AS 41.21.131 to use as a state park. Under AS 38.05.300, state land, water, or land and water containing more than 640 acres may be closed to multiple purpose use only by act of the legislature. Because the area described in AS 41.21.131 exceeds 640 acres, AS 41.21.130 — 41.21.143 are intended to provide for the closing of the described land and water to multiple purpose use in conformity with AS 38.05.300 and its subsequent designation as a special purpose site in accordance with art. VIII, § 7, of the Constitution of the State of Alaska. (§ 1 ch 115 SLA 1970)

Revisor's notes. — Formerly AS 41.20.250. Renumbered in 1983.

\* **Sec. 41.21.131. Kachemak Bay State Park established.** (a) The presently state-owned land and water, and all that acquired in the future by the state, lying within the parcels described in this section are designated as the Kachemak Bay State Park. In order to protect and preserve this land and water for its unique and exceptional scenic value, the park is established and shall be managed as a scenic park. The land and water lying within the following described parcels is reserved from all uses incompatible with its primary function as a

scenic park and is assigned to the department for control, development and maintenance:

- (1) Township 5 South, Range 10 West, Seward Meridian  
Chugachik Island
- (2) Township 6 South, Range 11 West, Seward Meridian
- (3) Township 7 South, Range 11 West, Seward Meridian  
Sections 1 — 4  
Section 5: N $\frac{1}{2}$   
Sections 7 — 36
- (4) Township 7 South, Range 12 West, Seward Meridian  
Section 12, except N $\frac{1}{2}$  NE $\frac{1}{4}$   
Section 13  
Sections 19 — 36
- (5) Township 7 South, Range 13 West, Seward Meridian  
Sections 25, 26, 35 and 36
- (6) Township 8 South, Range 11 West, Seward Meridian  
Sections 1 — 8  
Section 9: N $\frac{1}{2}$   
Section 10: N $\frac{1}{2}$   
Section 11: N $\frac{1}{2}$   
Section 12: N $\frac{1}{2}$   
Sections 17 and 18
- (7) Township 8 South, Range 12 West, Seward Meridian
- (8) Township 8 South, Range 13 West, Seward Meridian  
Sections 1 and 2  
Sections 10 — 14  
Section 15: E $\frac{1}{2}$   
Section 23: N $\frac{1}{2}$  and SE $\frac{1}{4}$   
Sections 24 and 25  
Section 26: E $\frac{1}{2}$   
Section 35: E $\frac{1}{2}$   
Section 36
- (9) Township 9 South, Range 12 West, Seward Meridian  
Sections 1 — 6  
Section 8: NE $\frac{1}{4}$   
Sections 9 — 12  
Section 13: N $\frac{1}{2}$   
Section 14: N $\frac{1}{2}$
- (10) Township 9 South, Range 13 West, Seward Meridian  
Sections 1 and 2

(b) The following public domain land shall be selected by the state, and classified as scenic park land and designated as part of Kachemak Bay State Park immediately upon receipt of management authority by the state:

- (1) Township 6 South, Range 10 West, Seward Meridian: W $\frac{1}{2}$

- (2) Township 7 South, Range 10 West, Seward Meridian: W $\frac{1}{2}$   
 (3) Township 8 South, Range 10 West, Seward Meridian

## Section 6

Section 7: N $\frac{1}{2}$ 

(c) Land lying within the parcels described in (a) and (b) of this section upon which there are valid entries or upon which there are valid applications for lease filed under AS 38.05 before May 9, 1970, is excepted from (a) and (b) of this section: however, if any land excepted under this subsection is subsequently relinquished to the state, it shall be included as part of Kachemak Bay State Park. (§ 1 ch 115 SLA 1970)

Revisor's notes. — Formerly AS  
 41.20.260. Renumbered in 1983.

**Sec. 41.21.132. Incompatible use prohibited.** The commissioner shall designate by regulation incompatible uses within the boundaries of the Kachemak Bay State Park in accordance with the requirements of AS 41.21.130 — 41.21.143, and those incompatible uses designated shall be prohibited or restricted, as provided by regulation. (§ 1 ch 115 SLA 1970)

Revisor's notes. — Formerly AS  
 41.20.270. Renumbered in 1983.

**Sec. 41.21.133. Discharge of firearms.** Discharge of a firearm in Kachemak Bay State Park, when authorized by the department by lawful regulation, is permitted. (§ 1 ch 115 SLA 1970); am § 3 ch 47 SLA 1972)

Revisor's notes. — Formerly AS  
 41.20.280. Renumbered in 1983.

**Sec. 41.21.134. Purchase authorized; eminent domain prohibited.** The commissioner may acquire, by purchase in the name of the state, title to or interest in real property lying within the boundaries of the Kachemak Bay State Park. The state may not acquire by eminent domain privately owned land for inclusion in the Kachemak Bay State Park. (§ 1 ch 115 SLA 1970)

Revisor's notes. — Formerly AS  
 41.20.290. Renumbered in 1983.

\* **Sec. 41.21.140. Kachemak Bay State Wilderness Park established.** (a) The presently state-owned land and water, and all that acquired in the future by the state, lying within the parcels described in this section are designated as the Kachemak Bay State Wilderness

Park. In order to protect and preserve this land and water for its unique and exceptional wilderness value, the park is established and shall be managed as a wilderness park. The land and water lying within the following described parcels is reserved from all uses incompatible with its primary function as a wilderness park and is assigned to the department for control and maintenance:

(1) Township 8 South, Range 11 West, Seward Meridian

Section 9: S  $\frac{1}{2}$

Section 10: S  $\frac{1}{2}$

Section 11: S  $\frac{1}{2}$

Section 12: S  $\frac{1}{2}$

Sections 13 — 16

Sections 19 — 36

(2) Township 9 South, Range 12 West, Seward Meridian

Section 7

Section 8: S  $\frac{1}{2}$  and NW  $\frac{1}{4}$

Section 13: S  $\frac{1}{2}$

Section 14: S  $\frac{1}{2}$

Sections 15 — 36

(3) Township 9 South, Range 13 West, Seward Meridian

Section 11: NE  $\frac{1}{4}$

Sections 12 — 13

(4) Township 10 South, Range 9 West, Seward Meridian

Sections 5 — 7

(5) Township 10 South, Range 10 West, Seward Meridian

(6) Township 10 South, Range 11 West, Seward Meridian

(7) Township 10 South, Range 12 West, Seward Meridian

(8) Township 11 South, Range 10 West, Seward Meridian

(9) Township 11 South, Range 11 West, Seward Meridian

(10) Township 11 South, Range 12 West, Seward Meridian

Sections 1 — 10

Section 11: W  $\frac{1}{2}$  and E  $\frac{1}{2}$

Sections 12 — 17

Sections 21 — 24.

(b) The following public domain land shall be selected by the state, and classified as wilderness park land and designated as part of Kachemak Bay State Park immediately upon receipt of management authority by the state:

(1) Township 8 South, Range 10 West, Seward Meridian

Sections 4 — 5

Section 7: S  $\frac{1}{2}$

Sections 8 — 9

Sections 16 — 21

Sections 28 — 33

(2) Township 9 South, Range 10 West, Seward Meridian: W  $\frac{1}{2}$

- (1) execute a warrant or other process issued by an officer or court of competent jurisdiction;
- (2) administer or take an oath, affirmation or affidavit; and
- (3) arrest a person who violates a provision of this chapter or a regulation adopted under this chapter. (§ 1 ch 161 SLA 1970)

Revisor's notes. — Formerly AS 41.20.210 and renumbered in 1970. 41.20.045. Renumbered in 1983. Enacted

**Sec. 41.21.990. Definitions.** In this chapter

- (1) "commissioner" means the commissioner of natural resources;
- (2) "department" means the Department of Natural Resources;
- \* (3) "scenic park" means relatively spacious areas of outstanding natural significance, where major values are in their natural geological, faunal or floral characteristics, the purpose of which is directed primarily toward the preservation of its outstanding natural features and where development is minimal and only for the purpose of making the areas available for public enjoyment in a manner consistent with the preservation of the natural values such as camping, picnicking, sightseeing, nature study, hiking, riding and related activities which involve no major modification of the land, forests or waters, and without extensive introduction of artificial features or forms of recreational development that are primarily of urban character;
- \* (4) "wilderness park" means an area whose predominant character is the result of the interplay of natural processes, large enough and so situated as to be unaffected, except in minor ways, by what takes place in the nonwilderness around it, a physical condition which activates the innermost emotions of the observer and where development of man-made objects will be strictly limited and depend entirely on good taste and judgment so that the wilderness values are not lost. (§ 1 ch 161 SLA 1970; am § 1 ch 82 SLA 1972)

Revisor's notes. — Formerly AS 41.20.047. Renumbered in 1983. Enacted as AS 41.20.220 and renumbered in 1970. Paragraphs (3) and (4) were enacted as AS 41.20.450 (1) and (2) and renumbered in 1972.

APPENDIX IV-B

National Park Service Comparable Search List

National Park Comparable Search List

National Park	State	Tract Number	Acres	Selling Price	\$/Acre	Date	Grantee
Dinosaur	CO	01-104	155	\$ 85,000	\$ 548	7/21/78	De Journete
Dinosaur	CO	06-102	149	\$ 37,200	\$ 250	11/08/76	Shank
Dinosaur	CO	06-108	221	\$ 76,130	\$ 344	12/06/76	Hoover
Grand Teton	WY	02-149	102	\$ 761,250	\$7643	6/23/76	Trust For Pub. Land
Grand Teton	WY	02-154	463	\$1,300,000	\$2808	12/06/76	Sloan - Kettering
Grand Teton	WY	02-155	220	\$1,000,000	\$4545	6/28/76	Sloan - Kettering
Mt. Rainier	WA	01-109	103	\$ 30,800	\$ 300	2/28/83	Mt. Rainier Mining
Olympic	WA	32-168	105	\$ 115,500	\$1100	2/02/81	Landram
Olympic	WA	41-108	150	\$ 971,732	\$6478	10/14/77	Nature Conservancy
Olympic	WA	41-120	400	\$2,042,273	\$5106	12/07/77	Milwaukee Land
Olympic	WA	41-157	107	\$ 677,079	\$6328	10/03/78	Milwaukee Land
Pinnacles	CA	01-126	608	\$ 486,350	\$ 800	7/20/77	Pinnacles Investment
Point Reyes	CA	02-167	1,192	\$1,370,000	\$1149	11/13/78	Trust For Pub. Land
Point Reyes	CA	04-118	1,049	\$1,650,000	\$1573	12/12/79	Trust For Pub. Land
Point Reyes	CA	12-118	237	\$ 479,120	\$2022	10/19/76	Wells Fargo
Rocky Mt.	CO	01-136	483	\$ 977,171	\$2023	11/13/78	Nature Conservancy
Rocky Mt.	CO	01-137	368	\$ 507,825	\$1380	8/11/75	Housman
Rocky Mt.	CO	02-101	393	\$ 500,000	\$1272	6/06/75	Carlson

Source: National Park Service List of Acquisitions, 1975-1983

APPENDIX IV-C

Forest Service Comparable Search List

Gates of the Arctic Comparables Over 1000 Acres  
Compiled From U.S. Forest Service Acquisitions 1979 - 1983

National Forest	State	County	Price	Acres	\$/Acre	Date	Grantee
White River	CO	Eagle	\$5,420,000	3,010.22	\$1,801	8-79	Vail Association
Sawtooth	ID	Blaine	2,359,200	2,203.21	1,071	2-81	Salmon Falls
Sawtooth	ID	Custer	1,584,800	1,480.00	1,071	2-81	Salmon Falls
Sawtooth	ID	Custer	3,017,900	1,781.00	1,694	7-83	Trust For Public Land
Plumas	CA	Plumas	1,600,000	1,723.00	929	9-80	Ramelli Institute
San Bernadino	CA	San Bern.	2,200,000	2,442.18	901	9-83	Sierra Pacific
Toiyabe	NV	Douglas	659,500	1,240.00	532	5-80	Trust For Public Land
Sawtooth	WA	Chelan	28,923,080	22,425.00	1,290	12-82	Chastek Etal
Fremont	OR	Lake	800,800	1,957.29	409	7-80	Nature Conservancy
Ocala	FL	Lake	894,165	1,788.33	500	1-80	Astor Forest
Cherokee	NC	Jackson	9,782,800	30,100.00	325	7-83	Caro Riteco
Cherokee	NC	Jackson	1,400,524	3,501.31	400	5-81	Clarke Etal
Cherokee	TN	Greene	852,415	1,704.83	500	12-81	Crescent
Cherokee	NC	Jackson	1,804,414	5,386.31	335	3-81	Hatcher
Cherokee	NC	Yancey	486,392	1,002.87	485	11-79	Hooker
Cherokee	NC	Avery	1,200,000	1,386.05	866	3-83	Sulian
Cherokee	NC	Cherokee	2,850,000	9,100.00	313	8-81	Nature Conservancy
Jefferson	VI	Giles	317,400	1,079.24	294	2-80	Nature Conservancy
Manistee	MI	Oceana	525,000	1,564.85	335	9-81	Chicago BSA
Manistee	MI	Manistee	6,517,406	12,411.08	525	1-81	Consumers PW
Huron	MI	Tosco	6,487,000	12,392.47	523	1-81	Consumers PW
Green Mountain	VT	Windham	830,000	1,596.00	520	12-79	Gov. Clinton
Green Mountain	VT	Bennington	375,000	2,345.00	160	5-80	Nature Conservancy
Green Mountain	VT	Bennington	1,162,020	6,058.00	192	3-81	Scott
Green Mountain	VT	Bennington	691,980	3,642.00	190	3-81	Scott
White Mountain	NH	Grafton	1,155,000	4,565.40	253	10-79	Scnd. Pres. Co.
White Mountain	NH	Carroll	1,330,000	4,841.93	275	7-81	Yorkshire TB
Mononganela	WV	Grant	1,167,959	1,589.06	735	1-82	Trust For Public Land

Gates of the Arctic Comparables Over 500 - 999 Acres  
 Compiled From U.S. Forest Service Acquisitions 1979 - 1983

National Forest	State	County	Price	Acres	\$/Acre	Date	Grantee
Caribou	ID	Caribou	\$408,500	650.00	\$628.46	3-79	Dalimata
Santa Clara	NM	Sandoval	837,325	725.06	1,154.84	4-80	Thomas
Sawtooth	ID	Custer	1,885,360	878.00	2,147.33	1-80	Bogert
Sawtooth	ID	Blaine	674,823	543.00	1,242.77	12-79	Breckridge
Sawtooth	ID	Custer	852,041	493.20	1,727.58	1-82	Days Trust
Toiyabee	CA	Mono	925,000	685.13	1,350.11	5-80	Trust For Public Lands
Siskiyou	CA	Siskiyou	194,000	640.00	303.13	1-79	Erlandson
Plumas	CA	Sierra	1,310,000	920.50	1,423.14	6-79	Evada Bsa
San Bernadino	CA	Riverside	962,000	760.00	1,265.79	5-79	Gardner
Shasta	CA	Shasta	450,000	480.00	937.50	5-80	Mad River
Stanisluas	CA	Toulume	500,000	880.00	568.18	4-79	Pac Gas & Electric
Cleveland	CA	San Diego	466,416	647.80	720.00	11-79	Mesa Grande
Williamette	OR	Lane	1,539,700	515.80	2,985.07	7-83	US Pumice

APPENDIX IV-D

Subject Property Comparables - Summary Documentation

COMPARABLE SALES ANALYSIS FOR NO. 1 - PHELPS CREEK

LOCATION: Chelan County, Washington. Up Phelps Creak 17 to 27 miles north of Lake Wenatchee.

SIZE: 357 Acres

NOMINAL SALES PRICE: \$350,000

UNADJUSTED LAND VALUE: \$980/Acre

ADJUSTED LAND VALUE: \$714/Acre

SALES DATE: 4/17/79

GRANTOR: Jesse I. and Hilda S. Smith

GRANTEE: Two Rivers, Inc. (Booth and Dickinson)

Documents: Contract of Sale, Book 767, Pages 60-71.  
Option to Purchase, Book 764, Pages 809-830.

LEGAL DESCRIPTION Ptns. Secs. 20 and 21, T31N, R16E; Pts Secs. 3, 10, 14, 15, and 27, T30N, R16E., 357 Acres

AERIAL PHOTOGRAPH: 8/19/70 EUS 22-109 and 110, 9/4/75 53037 1575 62, 63, 64, and 65.

PURPOSE: Speculative - Recreation

TERMS: Option and Deeds attached.

BUILDING IMPROVEMENTS: A couple of old buildings valued at \$3,080 by assessor.

OTHER: Several unpatented claims that expire 10/20/70.

TIMBER: Negligible

MINERAL RIGHTS: Site is in four parcels and lower parcels were explored intensively by Texas Sulphur and others who gave up leases. See comments.

LEGAL ATTRIBUTES: Purchase included mineral rights including a number of unpatented mining claims. Seller reserved one acre, one home, and one foundation and water and access rights for a residence.

LINKAGE ATTRIBUTES: Dirt road to lowest parcel, three other parcels have foot trail only.

DYNAMIC ATTRIBUTES: Upper parcels are in high country, are relatively treeless, and have long views.

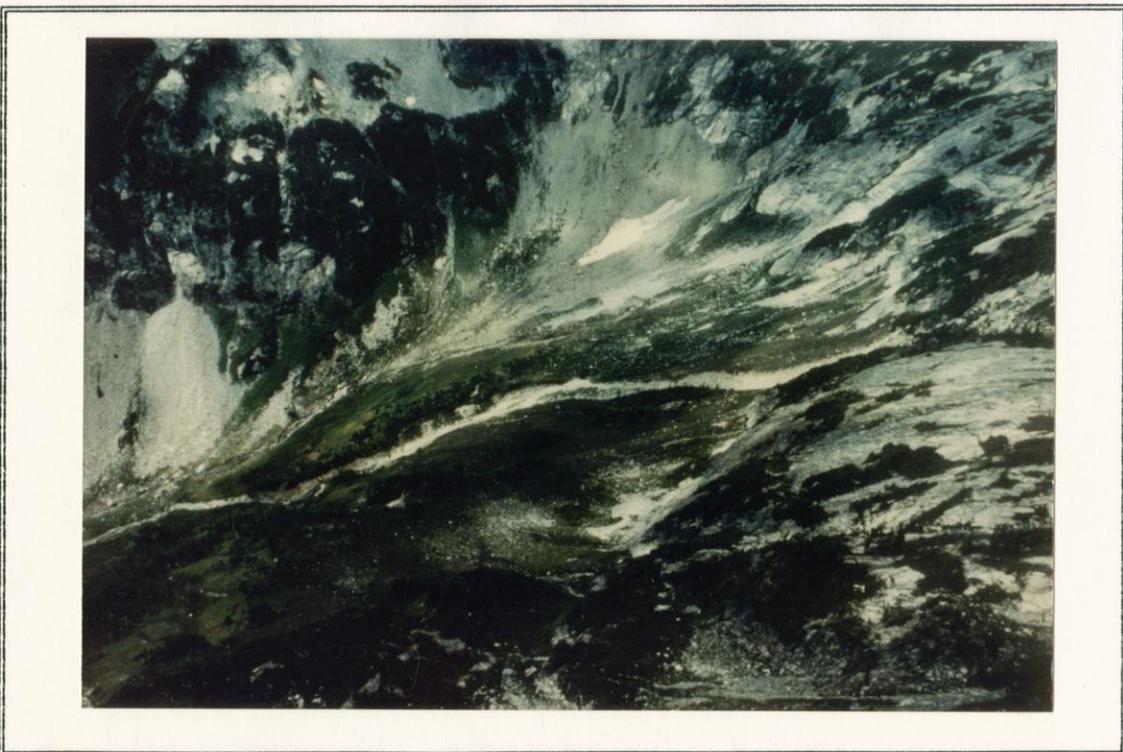
COMMENTS: Despite previous mineral exploration failures, primary motivation of purchasers was to acquire upper roadless parcels for copper or silver according to appraiser for buyers (Charles R. Macaulay, Everett, Washington).

ADJUSTMENT FOR TERMS: -\$70,000 (mineral rights)

ADJUSTMENT FOR IMPROVEMENTS: -\$25,000



Comparable 1: Phelps Creek Looking Northwest on the North Parcel



Comparable 1: Phelps Creek North Parcel Close-up



Comparable 1: View to Lyman Glacier, Peak of Comparable in Foreground



Comparable 1: North Parcel Looking Southeast



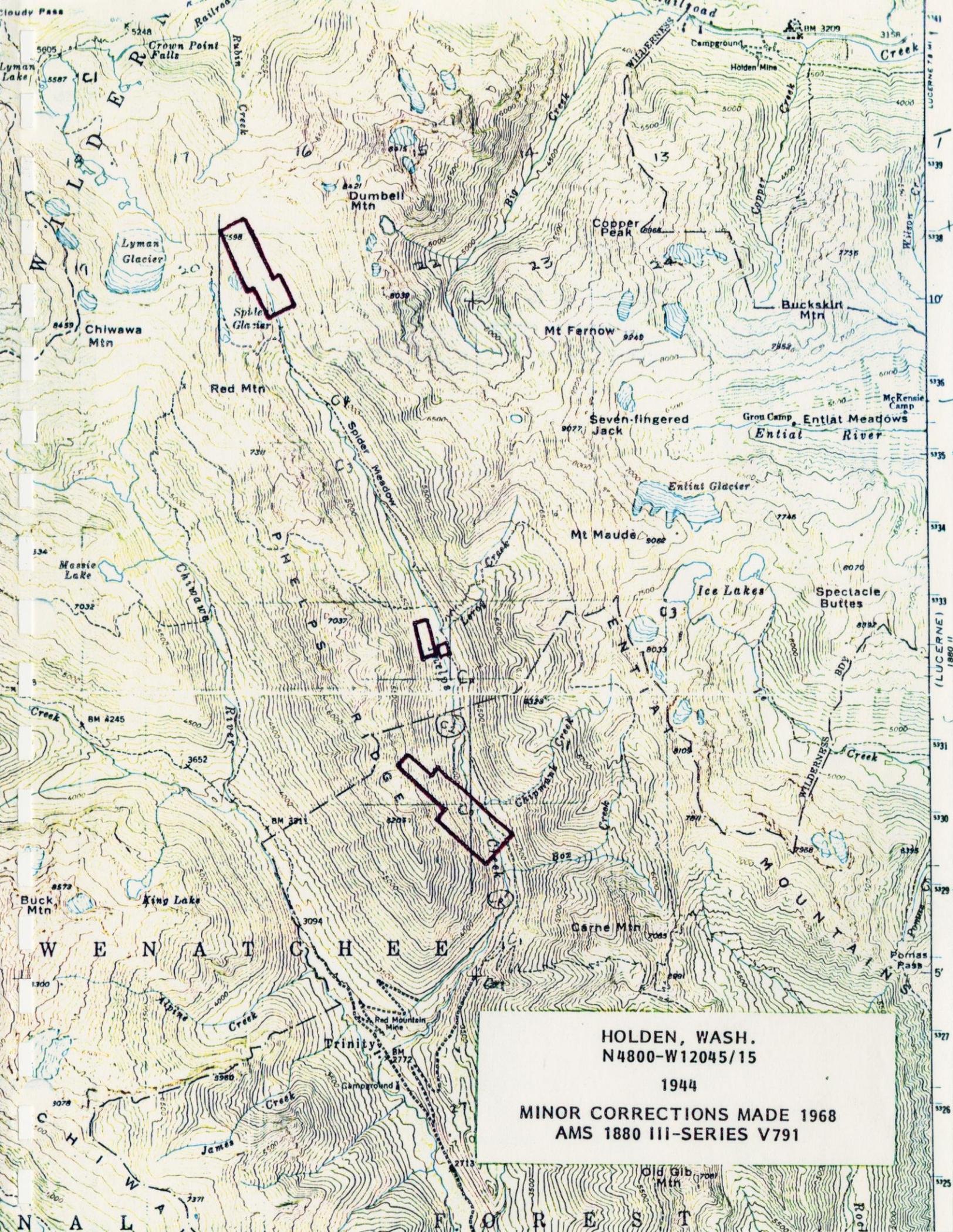
Comparable 1: Looking South, Middle Parcel



Comparable 1: Looking North, Middle Parcel



Comparable 1: South Parcel

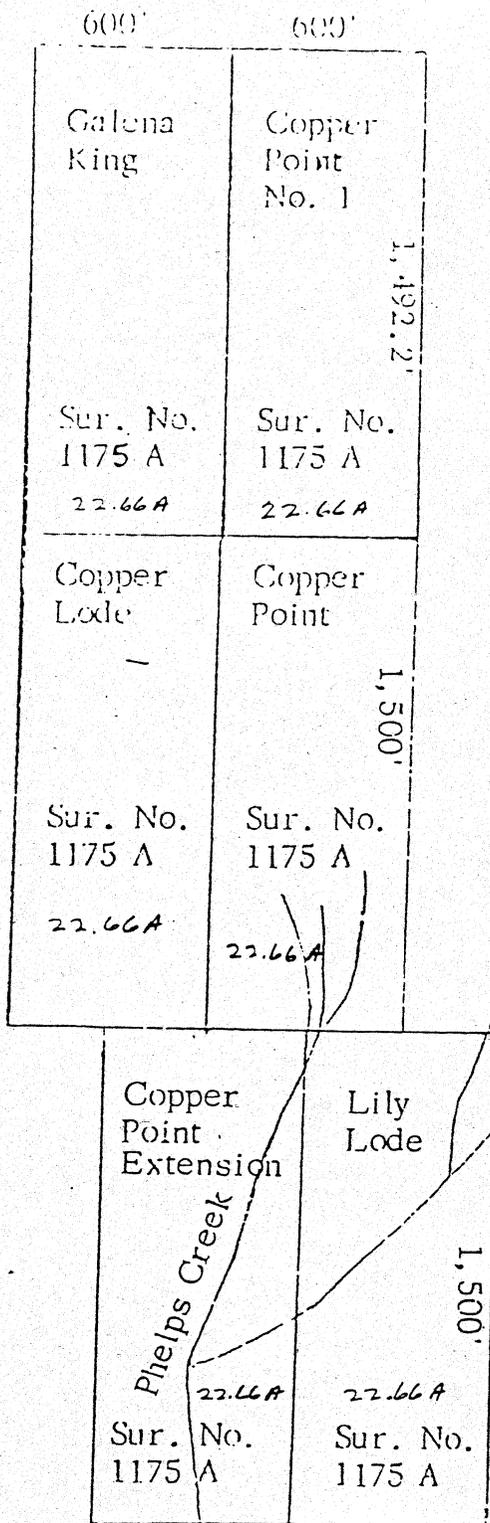


HOLDEN, WASH.  
N4800-W12045/15

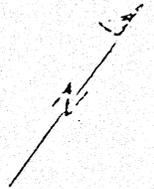
1944

MINOR CORRECTIONS MADE 1968  
AMS 1880 III-SERIES V791





Portions of Unsurveyed  
Sections 16, 21; & 22  
T. 31 N., R. 16 E., W.M.



GROUP NO. 4  
UPPER PHELPS RIDGE LODE CLAIMS

T. 30 N., R. 16 E., W. M.

Chief Lode

Sur. No. 1121

20.66A

600' Big Vein Lode

Sur. No. 1121

20.55A

600' Elf Lode

Sur. No. 1136

20.55A

600' Beunington Lode

Sur. No. 1136

20.28A

600' Big Vein Chief Lode

Sur. No. 1121

20.28A

600' St. Ann's Lode

Sur. No. 1136

20.27A

GROUP NO. 2  
ST. FRANCIS TUNNEL SITE

600' Little Flower Lode

Sur. No. 1136

20.64A

600' T.A.K. Lode

Sur. No. 1136

20.64A

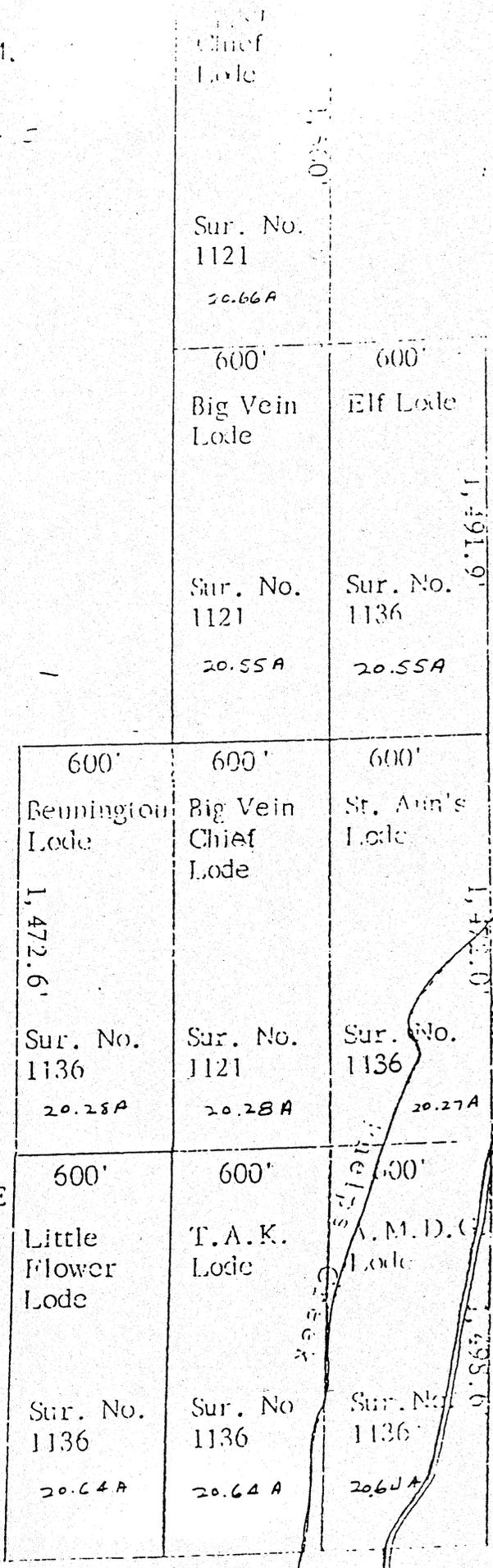
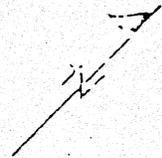
600' A.M.D. Lode

Sur. No. 1136

20.64A

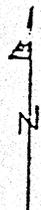
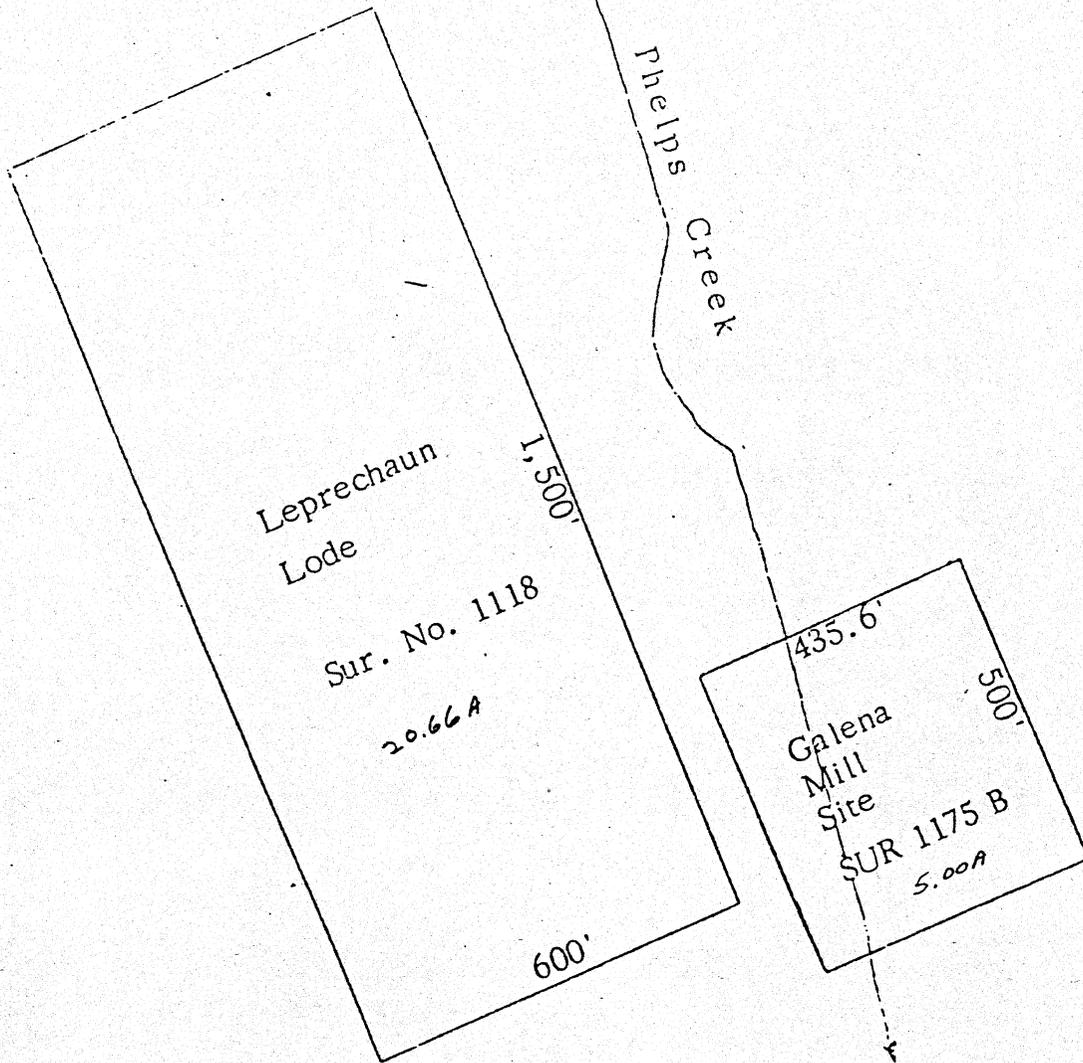
St. Francis Creek

Road to Leavenworth



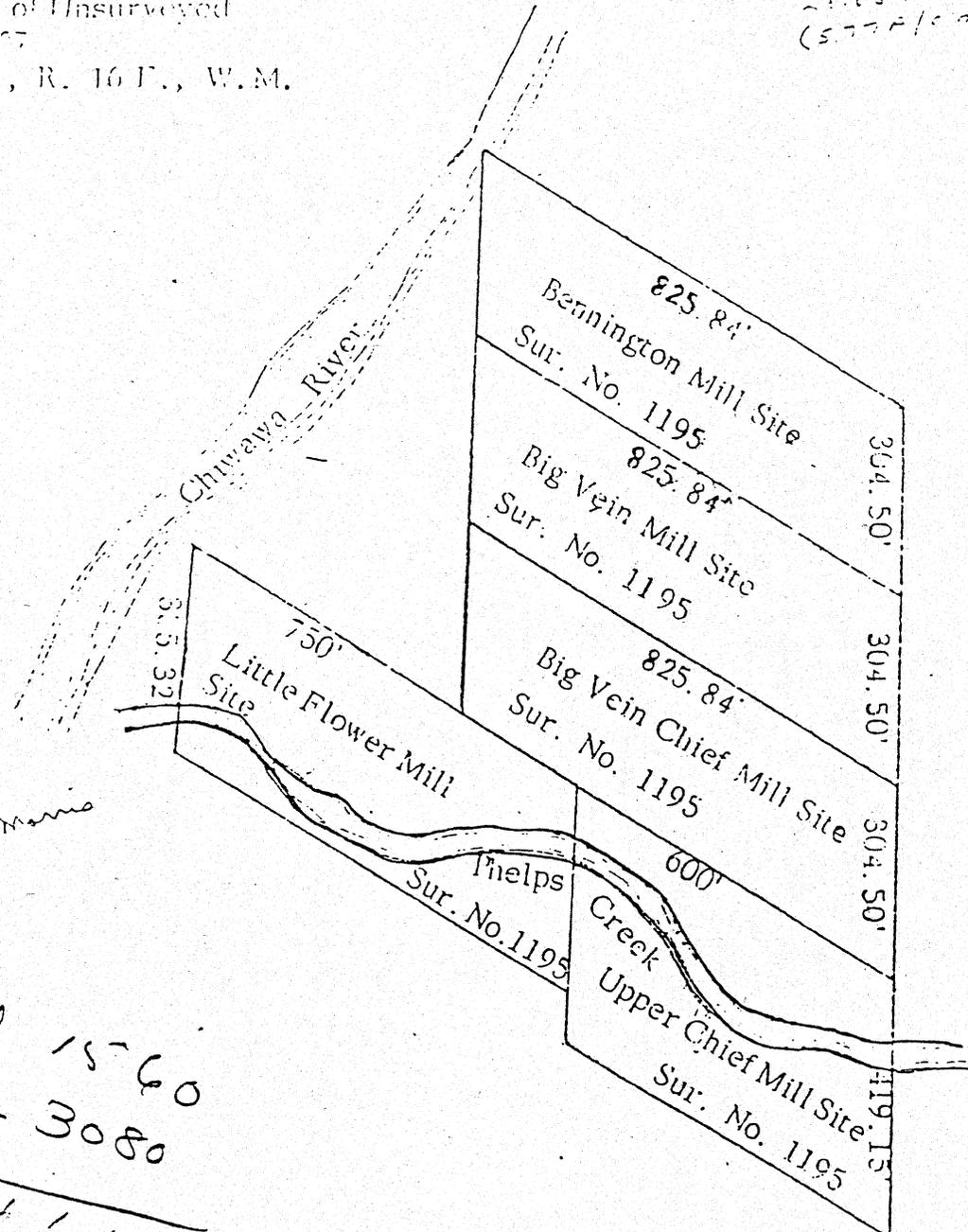
Unsurveyed  
T. 30 N., R. 16 E., W.M.

Sec. 2



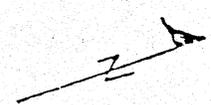
Portions of Unsurveyed  
 Section 27  
 T. 30 N., R. 16 E., W.M.

28.65 A to 5-24  
 (5778/1000)



Assessed  
 Valuation  
 6/21/79 by Tom Morris

Land 1560  
 Imps - 3080  
 -----  
 4640



061344-2

OPTION TO PURCHASE

The grantors, JESSE I. SMITH and HILDA S. SMITH, husband and wife, hereinafter referred to as "SMITH", for and in consideration of the sum of \$3,000.00, in hand paid, and for other valuable consideration, grant, convey and transfer to TWO RIVERS, INC., a Washington corporation, hereinafter referred to as "TWO RIVERS", the exclusive right and privilege to purchase the following described real estate and mining property on the terms and conditions stated hereinafter, which real estate and mining property is situate in the County of Chelan, State of Washington and is more particularly described as follows:

DESCRIPTION

The real estate, mining claims and property described on the attached contract of sale marked Exhibit "A" and incorporated herein.

TERMS AND CONDITIONS OF OPTION

The following terms and conditions shall apply to and govern this option.

1. Period and Exercise of Option: The period of this option shall commence on the date of its execution and shall be effective until June 15, 1979. At any time during said period TWO RIVERS may elect to purchase the above described property on the terms set forth herein by mailing notice of election to purchase to SMITH at the address hereinbelow stated with one copy of said notice of election to purchase to be mailed to Transamerica Title Insurance Company, Escrow Officer, 209 North Mission Street, Wenatchee, Washington 98801 under order No. J-61344. The option shall be deemed exercised when the notices of election to purchase are deposited in the U. S. Post Office, postage prepaid, addressed to SMITH and Transamerica Title Insurance Company as provided in this paragraph. The copy of the notice of election to purchase mailed to Transamerica Title Insurance Company shall be accompanied by an earnest money deposit of \$5,000.00 which shall apply to the required down payment on the contract of sale at the time of closing but which shall be forfeited and paid to SMITH in the event TWO RIVERS fails to close the sale, provided, however, that said \$5,000.00 shall be returned to TWO RIVERS in the event failure to close the sale is caused by seller.

FEE 24.00  
FILED FOR RECORD

TRANSAMERICA TITLE INSURANCE CO.

APR 30 2 45 AM '79

Option  
BOOK 204 PAGE 809-830  
CHELAN COUNTY WASH  
WENATCHEE, WASH

764 809

ANDERSON, McCAULEY

2. Escrow Provisions: SMITH and TWO RIVERS agree to execute contemporaneously with this option to purchase two originals of the contract of sale a copy of which is attached hereto and marked Exhibit "A" and SMITH agrees to further execute the original mining special warranty deed and agreement a copy of which is attached hereto and marked Schedule "D" to the contract of sale marked Exhibit "A". SMITH and TWO RIVERS agree to place said two executed contracts of sale in escrow with Transamerica Title Insurance Company in Wenatchee, Washington under order No. J-61344 to be held for closing contingent upon the exercise of the within option by TWO RIVERS. SMITH shall hold the executed mining special warranty deed and agreement and, in the event TWO RIVERS exercises its option to purchase contained herein, SMITH shall, upon closing of the sale, deliver the executed mining special warranty deed and agreement to the national banking association at which the contract collection account is established pursuant to the contract of sale attached hereto as Exhibit "A". In the event TWO RIVERS does not exercise its option contained herein, the two executed contracts of sale shall be returned to TWO RIVERS.

3. Closing of Sale: In the event TWO RIVERS exercises its option as provided for herein, the sale shall be closed within thirty days thereafter at the offices of Transamerica Title Insurance Company, 209 North Mission Street, Wenatchee, Washington 98801. In such event, the option price paid herein and the earnest money paid shall be credits against and shall apply to the down payment on the contract of sale. SMITH shall pay the 1% real estate excise tax in this transaction and the title insurance premium. TWO RIVERS shall pay the recording fee or fees with the Chelan County Auditor. SMITH and TWO RIVERS agree to divide equally the escrow charges of Transamerica Title Insurance Company. In the event TWO RIVERS exercises its option as provided herein, but fails or refuses to close the sale, the \$5,000.00 earnest money deposited with Transamerica Title Insurance Company upon exercise of the option shall be forfeited to SMITH.

4. Right of Entry: During the period of this option, SMITH hereby grants to TWO RIVERS the exclusive right to enter upon, explore, and use the property described in Exhibit "A". That right shall include, but not be limited to, the right to prospect, test, and explore or in any manner investigate the property; the right to the reasonable use of resources on or appurtenant to the property, including water and electricity; the right to take and retain samples, including bulk samples; the right to drill, to construct roads, to conduct surveys, and to conduct other operations in such a manner and to such an extent as TWO RIVERS may deem advisable for the purpose of obtaining information relating to the occurrence of ores, minerals, or other substances on or under the property and to the mining, removal, use, treatment and

764 810

marketing thereof; and the right to install and use on the property such structures, equipment, fixtures and the like as TWO RIVERS may require. TWO RIVERS will conduct all its activities hereunder in a minerlike manner complying with all applicable laws and regulations of governmental authorities. TWO RIVERS agrees to indemnify and hold harmless SMITH with respect to liability to third parties for bodily injury or death or property damage liability, including without limitation any liability to the U. S. Forest Service, for acts or omissions of TWO RIVERS in any way related to the property described in the within option occurring during the option period. TWO RIVERS further agrees to preserve the campsite in its present condition.

5. Additional Consideration For Option: As additional consideration for the option herein, TWO RIVERS agrees to pay the salary of the caretaker hired by SMITH on the above described premises and property for a ninety day period in the amount of \$600.00 per month for a total of \$1,800.00.

6. SMITH To Furnish Information: It is agreed and understood that on the date of the execution of this option, SMITH shall provide to TWO RIVERS copies of all drilling reports, assays reports and all other engineering or other data in the possession of SMITH which in any way relates to the real estate, mining claims and property described hereinabove.

7. Addresses: The addresses of the respective parties to this option for all purposes related hereto shall be as follows:

SMITH 12730 Lake City Way N. E.  
Seattle, Washington 98125

TWO RIVERS, INC. 3021 Fir Drive  
Whispering Pines  
Leavenworth, Washington 98826

IN WITNESS WHEREOF, We have hereunto set our hands this 17<sup>th</sup> day of April, 1979.

Jesse I. Smith  
JESSE I. SMITH

Hilda S. Smith  
HILDA S. SMITH

TWO RIVERS, INC.  
By: Donald E. Booth  
As its President

Attest:  
By: Bruce L. Dickinson  
As its Secretary

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

On this day personally appeared before me JESSE I. SMITH and HILDA S. SMITH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17<sup>th</sup> day of April, 1979.  
William L. Dickinson  
Notary Public in and for the State of Washington residing at Seattle

STATE OF WASHINGTON )  
COUNTY OF King ) ss.  
CHENAH

On this 17<sup>th</sup> day of April, 1979, before me personally appeared Donald E. Booth and Bruce L. Dickinson to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.  
William L. Dickinson  
Notary Public in and for the State of Washington residing at Seattle

FEE 14.<sup>00</sup>  
FILED FOR RECORD

TRANSAMERICA TITLE INSURANCE CO

JUL 17 3 04 PM '79

BOOK 767 PAGE 060-071  
CHELAN COUNTY  
WENATCHEE, WASH. PP

61344-2

CONTRACT OF SALE

802374

THIS AGREEMENT, Made and entered into this 17<sup>th</sup> day of April, 1979, by and between JESSE I. SMITH and HILDA S. SMITH, parties of the first part, hereinafter termed the vendors, and TWO RIVERS, INC., a Washington corporation, party of the second part, hereinafter termed the purchaser.

3621 Fir Dr. Rainier, WA-98226  
WITNESSETH: That the vendors hereby agree to sell to the purchaser and the purchaser hereby agrees to buy from the vendors the following described real estate and mining property situate in the County of Chelan, State of Washington, to-wit:

DESCRIPTION

The real estate, mining claims and property described on the attached Schedules "A", "B" and "C".

TOGETHER WITH any and all water rights, however evidenced, appurtenant to the real estate, mining claims and property described on the attached Schedules "A", "B" and "C" and any other water rights owned by vendors and used to provide water to the same and TOGETHER WITH all power licenses and rights owned by vendors and used on said property.

PURCHASE PRICE AND TERMS OF PAYMENT

The purchase price is the sum of \$350,000.00. Purchaser agrees to pay vendors a down payment in the sum of \$50,000.00 on the date of closing of this sale, which shall be no later than thirty days from the date of exercise of the option executed contemporaneously herewith, against which down payment there shall be credited the sum of \$3,000.00 for the option price paid and the sum of \$5,000.00 for the earnest money paid when the option executed contemporaneously herewith is exercised. The purchaser agrees to pay the vendors the remainder of said purchase price, the sum of \$300,000.00, together with interest thereon from the date of closing until paid at the rate of 10% per annum as follows: \$30,000.00 plus interest on the first anniversary date of this contract and \$30,000.00 plus interest on the first day of each and every anniversary date thereafter until principal and interest are paid in full. Interest shall be computed on diminishing principal balances. It is further agreed and understood that the purchaser may make additional payments on said purchase price at any time without penalty and with abatement of interest thereon as of date or dates of payment.

REAL ESTATE EXCISE TAX  
PAID \$ 3,500.00  
Chelan County Treasurer  
Robert H. May  
By SS 32175 Deputy

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ANDERSON, McCAULEY  
and CROSSLAND  
Law Offices  
100 NORTH DIVISION ST

RESERVATIONS BY VENDORS

The vendors reserve from this sale for themselves, their heirs, successors and assigns the No. 4 house, No. 3 foundation, and one acre surrounding the same, TOGETHER WITH the right of ingress and egress over and across the premises sold hereinabove for access to said reserved property. The exact legal description for the one acre parcel reserved shall be determined by a survey to be completed no later than October 1, 1979, provided, however, that vendors shall be entitled to determine the minimum east-west frontage of said acre parcel and provided, further, that if the parties fail to agree to the description contained in the survey they agree to each have independent surveys conducted of the one acre parcel by licensed surveyors and the two surveyors shall appoint a third surveyor to review the two surveys and a decision of any two of the three shall be final and binding upon the parties. To the extent permitted by law, and consistent with the water right permits transferred hereunder, vendors reserve such water and water rights as reasonable to provide domestic water for use on no more than three dwellings on the reserved acre of real estate herein. The easement reserved herein for ingress and egress to the reserved acre parcel shall be personal and private in nature and restricted to the use of the vendors, their invited guests, or their heirs, successors or assigns and shall not be used by any other person or persons.

Vendors hereby agree for themselves and for their heirs, successors and assigns that they will not sell or agree to sell all or any part of the reserved real estate identified in this paragraph without first offering the same to the purchaser herein on the same terms and conditions as vendors would be willing to sell to any prospective purchaser, the purchaser herein, TWO RIVERS, INC., to have forty-five days in which to accept or reject any such offer.

Vendors further reserve the right to use such power rights and power generating facilities sold hereunder to supply domestic power to a maximum of three single family dwellings on the reserved acre.

Vendors further reserve the right to contract with the present caretaker of the entire premises for winter care of the reserved premises and vendors further reserve the right to use rocks from the mine dump in the construction of one house on the reserved premises.

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1  
2 RESERVATION OF MINERAL RIGHTS BY VENDORS

3 Vendors hereby reserve under themselves and their heirs,  
4 successors and assigns a net smelter return royalty of 2% of the  
5 net value of all ores, metals, minerals and minerals products  
6 derived from the premises. As used herein the term "Net Value",  
7 shall mean the amount of payments received by the grantee from  
8 the smelter or other buyer to which any ore or concentrates  
9 produced from the premises are delivered for treatment and sale,  
10 after deduction has been made for all smelter and treatment  
11 charges, freight and costs of transportation and haulage from the  
12 premises to the smelter or other buyer.

13 All royalties which may become due to the vendors under this  
14 agreement shall be payable within ten (10) days after the end of  
15 each calendar quarter, commencing with the calendar quarter in  
16 which the premises are placed in commercial production. Payments  
17 shall be made by check, payable to the order of the vendors or  
18 such other persons as the vendors or their heirs, successors and  
19 assigns may designate. The name and address of the person to  
20 receive the payment may be changed by the vendors upon written  
21 notice to the purchaser.

22 On or before the last day of each calendar quarter following  
23 the calendar quarter in which the premises are placed in  
24 commercial production, purchaser shall deliver to vendors a  
25 statement itemizing the amount, gross price, charges, and  
26 deductions necessary to determine the net value of all ores,  
27 metals, minerals, and mineral products derived from the premises  
28 during the preceding quarter, in a manner sufficient to ascertain  
29 the net smelter return royalty payable to vendors. Purchaser  
30 shall, with said statement, furnish vendors with duplicate copies  
31 of the mill or other purchaser's receipts and settlement sheets  
for the shipments as to which royalties are to be paid. As to  
shipments which were made in the quarter, but as to which  
purchaser shall not have received settlement during said quarter,  
the total tonnage of ore shipped from the premises shall also be  
shown. All royalty payments shall be considered final and in  
full satisfaction of all obligations of purchaser if such payment  
or the calculation thereof is not disputed by vendors within  
ninety days after the mailing of the statement referred to above.  
Upon the request of vendors, purchaser shall make available the  
books, assay reports, and records of purchaser which concern the  
performance of the covenants of this agreement or the computation  
of the royalty due vendor.

42 WATER RIGHTS

43 The vendors hereby convey any and all water and water rights  
44 and any way or easements therefore and in connection therewith or  
45 appurtenant to any or all of the premises and property described  
46 on Schedules "A", "B" and "C" including, but not limited to, such  
47 water rights as are included within licenses issued by the Federal  
48 Power Commission and by the State of Washington Department of  
49 Ecology under Claim No. 179 and Claim No. 180 for water rights on  
50 Phelps Creek and James Creek. The vendors represent and warrant  
51 that said state and federal licenses and water rights are trans-  
52 ferable and vendors agree to execute the necessary documents to  
53 effect the transfer of said licenses and permits forthwith to  
54 purchaser subject to the rights of the vendors contained in this  
55 contract. Purchaser agrees to execute all necessary documents  
56 and to cooperate in all ways necessary to effect the transfer of  
57 said licenses and permits.

58 PERSONAL PROPERTY

59 The vendors convey and transfer herewith any and all personal  
60 property presently located on the premises and property described  
61 on Schedules "A", "B" and "C" except the contents of the No. 4  
62 house, and except 1 D.C. generator, 1 Pelton water wheel and 2  
63 ore cars and 1 Model A Ford. It is agreed and understood that  
64 the power plant and all related parts of the power generating and  
65 distribution facility and all other attached personal property on  
66 the premises shall be considered a part of the real property  
67 transferred and conveyed herein.

68 WARRANTIES AS TO MINING CLAIMS

69 A. Patented Mining Claims

70 The vendors represent and warrant that the patented mining  
71 claims described on the attached Schedule "A" are all patented  
72 claims and are the exclusive property of vendors free and clear  
73 of encumbrances or burdens of any kind and that vendors have the  
74 right to sell the same.

75 B. Unpatented Claims

76 The vendors further represent and warrant that they own the  
77 unpatented mining claims described on Schedules "B" and "C"  
78 attached hereto that the same are free and clear from all liens  
79 and encumbrances; that the described claims were located in  
80 accordance with the applicable provisions of federal and state  
81 law and have been maintained against relocation by the requisite  
82 amount of annual assessment work and that the vendors will warrant  
83 and defend the title to the same especially against all persons  
84 claiming by, through or under vendors.

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1  
2  
3 POSSESSION AND RISK OF LOSS

4 The above described property consists of real estate, mining  
5 claims and mining property and improvements situated thereon.  
6 Possession of the said property shall be delivered to the purchaser  
7 forthwith. Purchaser hereby assumes all risk incident to the  
8 ownership of said property and hereby agrees to pay said purchase  
9 price and interest in full despite any loss of or damage to the  
10 same or any part thereof by fire, the elements or any other  
11 cause, or the taking or damaging of the same or any part thereof  
12 for public use, it being understood and agreed that no such loss,  
13 damage or taking shall constitute failure of consideration hereunder.  
14 In the event any part of said real estate is taken for public  
15 use, the portion of the condemnation award remaining after payment  
16 of reasonable expenses of procuring the same shall be paid to the  
17 vendors and applied on the purchase price herein, unless the  
18 vendors elect to allow the purchaser to apply all or a portion of  
19 such condemnation award to restoration of any improvements damaged  
20 by such taking.

21 TAXES, LIENS AND CHARGES

22 Purchaser shall pay its pro rata share of the 1979 and all  
23 subsequent general taxes and assessments on the said premises,  
24 the premiums on any insurance mentioned hereinafter, and all  
25 charges of utilities serving the said premises and any and all  
26 lawful liens to attach to said premises hereafter, during the  
27 life of this contract, when the same are due and before the same  
28 shall become delinquent.

29 CARE OF PREMISES

30 During the life of this contract the purchaser shall care  
31 for and maintain the said premises and property in a neat, orderly,  
32 and sanitary condition and in good repair, shall allow no unlawful  
33 occupation or condition thereon and shall suffer or commit no  
34 waste of the same.

35 USE OF PREMISES FOR MINING OPERATIONS

36 It is agreed and understood that during the life of this  
37 contract the purchaser shall be allowed to conduct mining operations  
38 and related activities on the above premises and property. Any  
39 ore and other minerals removed from said premises and property  
40 during the life of this contract shall be the property of purchaser,  
41 subject to the paragraph entitled "RESERVATION OF MINERAL RIGHTS  
42 BY VENDORS" hereinabove.

1  
2  
3 ASSIGNMENT

4 The purchaser shall have the right to sell, assign or otherwise  
5 transfer all or any part of its interest in this contract or the  
6 property described herein. No sale, assignment or transfer,  
7 however, shall affect the right or interest of the vendors in  
8 this agreement or the property described herein and any sale,  
9 assignment or transfer of the property shall be subject to the  
10 terms of this contract. Any sale, assignment or transfer shall  
11 not release the purchaser from any of its liabilities or obliga-  
12 tions set forth in this contract.

13 NO OUTSTANDING LEASES OR INTERESTS

14 Vendors hereby represent and warrant that there are no  
15 outstanding leases or liens or interests in the above described  
16 real estate and mining property and that there are no encumbrances  
17 against said property.

18 ADDITIONAL AGREEMENT BY VENDORS

19 It is further agreed and understood that vendors, at any  
20 time during the life of this contract, at the request of purchaser,  
21 will join in the execution of any necessary application or applica-  
22 tions to federal, state or local governments or agencies thereof  
23 for the purpose of obtaining any permits, licenses or any other  
24 required authorization to use the above described premises and  
25 property or operate the same in any legal manner for whatever  
26 purpose purchaser desires consistent with the terms of this  
27 contract. This paragraph is intended to include, but not be  
28 limited to, any necessary preparation of environmental studies,  
29 checklists, or environmental impact statements or any documents  
30 to comply with any state or federal environmental policy acts or  
31 any regulations in any way related thereto. The applications and  
32 all expenses related thereto, with respect to the matters contem-  
33 plated in this paragraph, shall be at the expense of purchaser.

34 TITLE INSURANCE

35 Vendors shall forthwith deliver to purchaser a policy of  
36 title insurance on the above described real estate, mining claims  
37 and property in the amount of the purchase price thereof, the sum  
38 of \$350,000.00, in accordance with the preliminary commitment for  
39 title insurance No. J-61344 of Transamerica Title Insurance  
40 Company.

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1  
2  
3 TITLE TO PROPERTY

4 Title to the personal property described hereinabove (excluding  
5 the power plant and distribution facility and other fixtures which  
6 are part of the real estate described on Schedules "A", "B" and "C")  
7 shall pass to the purchaser forthwith. Vendors shall reserve and  
8 retain title to the property described on Schedules "A", "B" and  
9 "C" until purchaser shall have fully performed the within contract  
10 at which time vendors shall convey to purchaser by mining special  
11 warranty deed and agreement the property described in Schedules  
12 "A", "B" and "C" free and clear of encumbrances except only for  
13 matters herein assumed by purchaser or as to which the conveyance  
14 is made subject.

15  
16 CONTRACT COLLECTION PROVISIONS

17 The vendors and purchaser hereby agree that contemporaneously  
18 herewith, vendors shall execute the mining special warranty deed  
19 and agreement in the form attached hereto and marked Schedule "D"  
20 and incorporated herein by this reference. Said executed deed  
21 shall be placed in a contract collection account with a national  
22 banking association acceptable to vendors and purchaser with  
23 instructions to said bank to deliver said executed mining special  
24 warranty deed and agreement to purchaser upon full performance by  
25 purchaser of the provisions of this contract. Vendors and purchaser  
26 agree to negotiate in good faith for the establishment of a true  
27 escrow with said national banking association to provide, among  
28 other things, the circumstances under which said executed mining  
29 special warranty deed and agreement may be removed from said  
30 escrow account.

31 DEFAULT AND REMEDIES

32 Time is the essence of this agreement and it is hereby  
33 agreed and understood that in the event purchaser fails or refuses  
34 to make any of the said payments of principal, interest, taxes,  
35 charges, assessments and liens, as aforesaid, even though vendors  
36 may have paid any of the same, or in the event purchaser fails to  
37 properly and timely keep and perform any of the covenants and  
38 agreements herein contained on the part of purchaser to be performed,  
39 the vendors may, at vendors' option, after giving notice as  
40 hereinafter mentioned, declare the whole of said purchase price  
41 and interest immediately due and payable or may declare a for-  
42 feiture of this contract. No such declaration of acceleration or  
43 payment or of forfeiture shall be made until after vendors shall  
44 have given to purchaser notice of vendors' intention so to do, in  
45 which notice shall be stated the default or defaults of purchaser  
46 by reason of which such declaration is to be made, giving to  
47 purchaser a period of 30 days in which to remedy or make  
48 good any such default or defaults, the said notice to be given to  
49 purchaser by the mailing of the same to purchaser addressed to  
50 purchaser at its last known address, the said 30 day  
51 period to commence running the day after the mailing of the same.  
If purchaser remedies such default or defaults during such period,  
no such declaration shall be made.

1  
2 In the event of any such declaration of forfeiture all  
3 right, title, and interest of purchaser in and to the within  
4 contract, in said premises and property, and in and to the right  
5 to purchase the same or have possession of the same, shall  
6 immediately cease and determine and all payments theretofore  
7 placed on this contract shall be retained by vendors as liquidated  
8 damages for purchaser's failure to perform said contract. Failure  
9 on the part of vendors to declare a forfeiture or acceleration of  
10 payment by reason of any default of purchaser shall not estop  
11 vendors from making such declaration by reason of any subsequent  
12 default.

13 Vendors may bring action against purchaser for any past due  
14 installment without tendering deed as if the agreement to pay  
15 such installment were evidenced by a separate instrument or  
16 agreement to pay and without prejudice to rights of vendors to  
17 subsequently declare a forfeiture or acceleration of payment, as  
18 aforesaid, by reason of any subsequent default or defaults. In  
19 any action brought to enforce the within contract there shall be  
20 taxed as part of the costs of the prevailing party a reasonable  
21 attorney fee approved by the Court and costs of title search.

22 In the event the purchaser abandons the said property while  
23 in default, the vendors may take immediate possession of the same  
24 for the purpose of protecting and preserving it and may mitigate  
25 damages by renting or operating the property during the period of  
26 enforcement of vendors' rights under this contract without  
27 prejudicing vendors' remedies under the same.

28 IN WITNESS WHEREOF, We have hereunto set our hands this  
29 17th day of April, 1979.

30  
31  
32 Jersey I. Smith  
33 JERSEY I. SMITH  
34  
35 Hilda S. Smith  
36 HILDA S. SMITH

37 TWO RIVERS, INC.

38 By: Donald E. South  
39 As its President

40 Attest:  
41 By: Bruce F. Dickinson  
42 As its Secretary

BLD  
P.S.  
JUL 13 1979

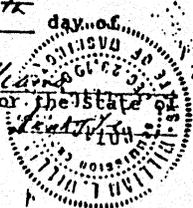
JUL 13 1979

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

On this day personally appeared before me JESSE I. SMITH and HILDA S. SMITH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17<sup>th</sup> day of April, 1979.

*William L. Lilly*  
Notary Public in and for the State of  
Washington residing at Leathville



J 61344

PATENTED MILL SITE CLAIMS

Galena ✓	Patent No. 958256	April 24, 1925
Big Vein	Patent No. 1025385	March 29, 1929
Bennington	" "	" "
Upper Chief	" "	" "
Big Vein Chief	" "	" "
Little Flower	" "	" "

PATENTED LODE MINING CLAIMS

Galena King ✓	Patent No. 958256	April 24, 1925
Lilly	Patent No. 958256	April 24, 1925
Upper Chief ✓	Patent No. 728474	January 17, 1920
Big Vein	Patent No. 728474	January 17, 1920
Big Vein Chief	Patent No. 540115	May 19, 1920
Elf	Patent No. 818587	August 10, 1921
A.M.D.C.	Patent No. 818587	August 10, 1921
T.A.K.	Patent No. 818587	August 10, 1921
Copper Point No. 1	Patent No. 958256	April 24, 1925
Copper Point Extension	" "	" "
Copper	" "	" "
Copper Point	" "	" "
Leprechaun	Patent No. 744796	April 15, 1920
St. Ann's	Patent No. 818587	August 10, 1921
Little Flower	" "	" "
Bennington	" "	" "

Schedule "A" to SMITH-TWO RIVERS, INC., contract of sale.

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EXHIBIT B

UNPATENTED LODE AND MILLSITE CLAIMS

Described in Official Records of Chelan County, Washington, as follows:

	<u>Date</u>	<u>Book</u>	<u>Page</u>
Highland (all as described in Notice of Location filed)	12/05/49	429	183
Evening Star	3/23/51	429	543-49
Great Redeemer	5/12/55	529	70
Chipmunk	8/28/51	480	131
Chipmunk (amended)	5/13/55	529	75
Tamarack	5/13/55	529	81
Clifford Group 1, 2, 3	9/20/51	480	163-65
Big G Group 1-5 incl.	9/21/51	480	169-74
Big G Group 6, 7	10/01/51	480	175-76
Highland 1 & 2	12/03/51	480	227
Big Seven 1-7 incl.	10/31/52	480	557-71
General Pinto	6/25/53	503	10
Evening Glow #1-6	8/6/53	503	117-27
Joker #1 & 2	9/28/53	503	153-55
Joker #3 - 7 incl.	10/09/53	503	171-79
Joker #8	10/15/53	503	194
Joker #9 & 10	11/03/53	503	219-21
Farchi	10/09/53	503	181
Big Red Hook Lake	1/19/55	529	11
Clifford Creek Millsite	1/19/55	529	13
Bow Drop, Grey Shadow Millsite 1-8, incl. and Silver Dipper, as described in Notices of Location filed	1/19/55	529	13-21
Face	5/13/55	529	77
Midnight Queen	5/19/55	529	81
Northern Light #1 & 2, Blue Smoke #1 & 2, Senior A. R. N. #1 & 2, Norge, Michel, Portland, Mohawk, Empire, Red King	5/26/55	529	98-120
Blue Cap #1	8/26/57	570	83
Templation	9/17/57	570	131
Double Templation	10/02/57	570	161
Grey Shadow #1, 2 & 3	5/11/59	570	551

EXHIBIT C

UNPATENTED LODE AND MILLSITE CLAIMS

In Leavenworth Mining District, Chelan County, Washington, Described by name only with no reference to official records.

9 Unpatented Millsite Claims

1. Elf
2. St. Ann's
3. T. A. K.
4. A. M. D. G.
5. Copper
6. Copper Point
7. Copper Point Extension
8. Copper Point #1
9. Lily

92 Unpatented Lode Mining Claims

- |                        |                         |                    |
|------------------------|-------------------------|--------------------|
| 1. Advance             | 32. Gladys              | 63. May Flower     |
| 2. Alladin             | 33. Goldenrod           | 64. Mary Stafford  |
| 3. Alice               | 34. Horne               | 65. Mt. Monarch    |
| 4. American Beauty     | 35. Helen               | 66. Mt. Monarch F. |
| 5. Bambino             | 36. Hercules            | 67. Nellie         |
| 6. Beatrice            | 37. Hornell             | 68. New York       |
| 7. Betty               | 38. Iron Extension      | 69. Norman         |
| 8. Boundary #1         | 39. Jimmie's Turn       | 70. O'Boy          |
| 9. Boundary            | 40. James               | 71. Nurse          |
| 10. Butte              | 41. Jimmie's Extension  | 72. O'Boy #1       |
| 11. Buttercup          | 42. Joe Hearons         | 73. O'Boy #2       |
| 12. Camp               | 43. Jubilee             | 74. O'Boy #3       |
| 13. Colonel            | 44. Kay                 | 75. O'Boy #4       |
| 14. Daisy              | 45. Lone Hand           | 76. O'Boy #5       |
| 15. Dolores            | 46. Lone Hand Extension | 77. O'Boy #6       |
| 16. Duncan             | 47. Lorcan              | 78. Pansy          |
| 17. Ella               | 48. Lorcanson           | 79. Patience       |
| 18. Ethel              | 49. Mae                 | 80. Patricia       |
| 19. Fairy              | 50. Mars                | 81. P. J. L.       |
| 20. Fairytales         | 51. Magnolia            | 82. Perseverance   |
| 21. Buffalo            | 52. Big Swede           | 83. White Coal     |
| 22. Falls              | 53. Marlon              | 84. Red Cap        |
| 23. Falls #2           | 54. Malcolm             | 85. Red Cross      |
| 24. Rod                | 55. Spring              | 86. Trinity #1     |
| 25. Rod #1             | 56. Spider              | 87. Trinity #5     |
| 26. Royal Spider       | 57. Spider Tunnel       | 88. Venus          |
| 27. Royal Extension #1 | 58. Sunflower           | 89. Virginia #1    |
| 28. Royal              | 59. Tunnel              | 90. Virginia #2    |
| 29. Royal Flush        | 60. Trinity #1          | 91. Victory        |
| 30. San Joacom         | 61. Trinity #2          | 92. Wallace        |
| 31. Shamrock           | 62. Trinity #3          |                    |

Any and all interest of said lessor in and to mining claims not mentioned above, including but not limited to those known as Monitor, Miguel, Senior, Esmeraldo, Portland and Portland Group, Chelan Co., Alice Group #1-11, incl., Red Mountain Group, Old King Red Mountain Group, Big Dip, Atlas, Advance.

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COMPARABLE SALES ANALYSIS FOR NO. 2 - SUNSET LAKE

LOCATION: Snohomish County, Washington - Seven miles M/L east of the Town of Index, Washington.

SIZE: 320 Acres

NOMINAL SALES PRICE: \$92,500

UNADJUSTED LAND VALUE: \$289/ACRE

ADJUSTED LAND VALUE: \$300/ACRE

SALES DATE: 5/19/76

GRANTOR: Herbert T. Clausing and James T. Work, as tenants in common in equal shares of Index Mining Company, a Washington Corporation.

GRANTEE: Seattle Water Department

DOCUMENTS: Real Estate Contract

LEGAL DESCRIPTION: Ptns. Sec. 21, T27N, R11E, W.M., 320 Acres.

AERIAL PHOTOGRAPH: 9/4/75/ F16 53037 1675 106 and 107

PURPOSE: Purchased by Seattle Water District to trade with Forest Service for Seattle watershed.

TERMS: \$20,000 down, \$20,000 or more per year at 8% interest for benefit of seller under installment sale.

BUILDING IMPROVEMENTS: None

TIMBER: Old growth hemlock is considered an amenity to the land due to expense of helicopter logging on steep slopes.

MINERAL RIGHTS: Negligible

LEGAL ATTRIBUTES: Water district does not have power of eminent domain.

LINKAGE ATTRIBUTES: Trail, 1.5 miles across National Forest land.

DYNAMIC ATTRIBUTES: Sunset Lake and Lake Simms are perfectly set in rugged mountains with timber to the shoreline.

COMMENTS: Price required appraisal by Charles R. Macaulay, MAI, of Everett, Washington, as the forester for the water district indicated it was the highest price they had paid for a lake-wilderness parcel.

ADJUSTMENT FOR TERMS: \$3,500 for tax savings to seller.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 2: Sunset Lake Looking Northwest



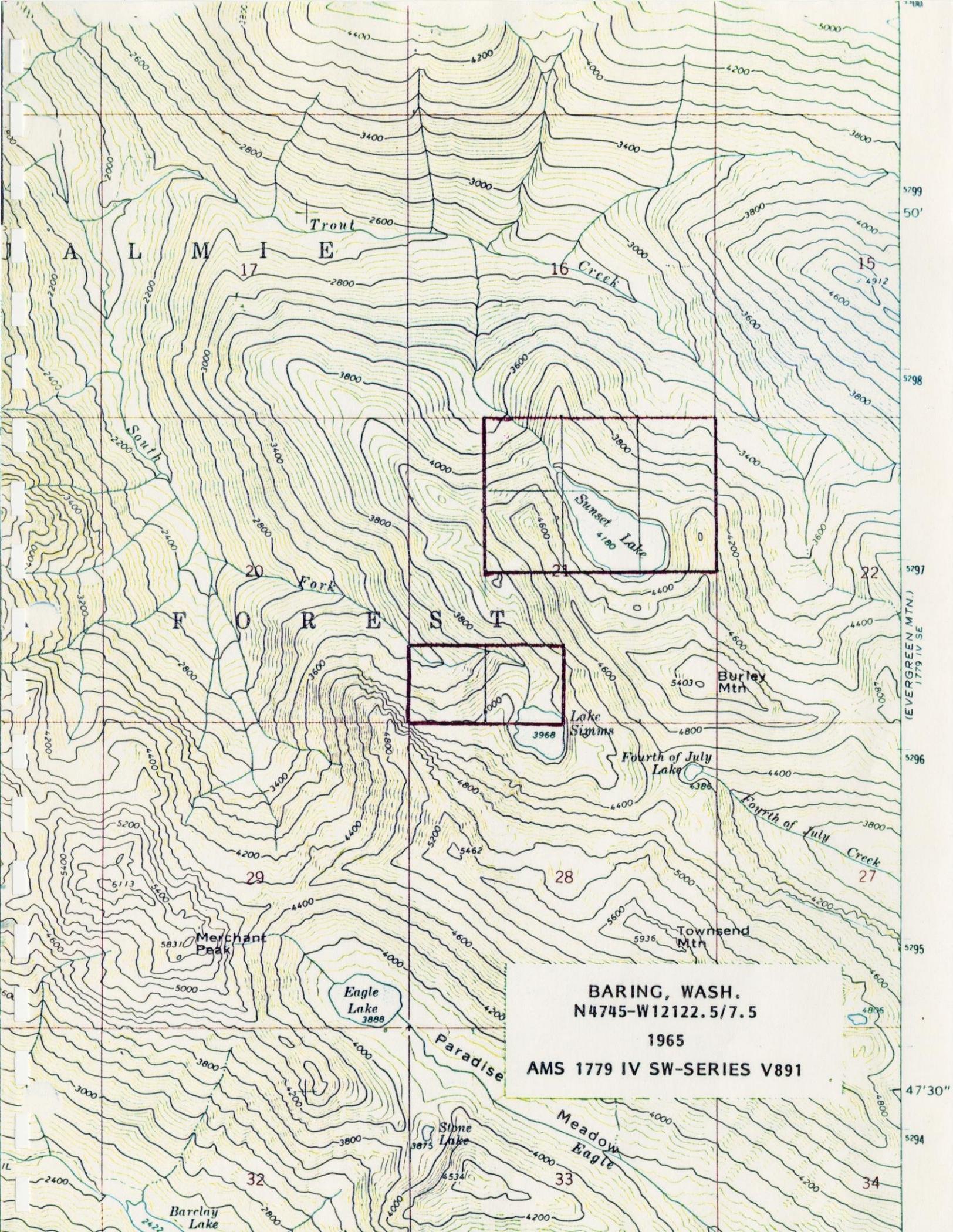
Comparable 2: Lake Simms Looking Southeast



Comparable 2: Sunset Lake Looking Southeast



Comparable 2: Sunset Lake Looking Northeast



A L M I E

Trout

16 Creek

South

Fork

F O R E S T

Burley Mtn

Lake Signma

Fourth of July Lake

Fourth of July Creek

Merchant Peak

Eagle Lake

Paradise

BARING, WASH.

N4745-W12122.5/7.5

1965

AMS 1779 IV SW-SERIES V891

Meadow Eagle

Stone Lake

Barclay Lake

5299

50'

5298

5297

(EVERGREEN MTN.)  
1779 IV SE

5296

5295

47'30"

5294



(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgages or other obligations, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and when default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereinafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

**Reservations, restrictions, easements and exceptions of record.**

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to pay all taxes, assessments, levies, liens, mortgages, judgments, and other obligations, and to permit use and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or reconstruction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided for, the seller may make such payments; make such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until earned, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly as the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

(11) Upon purchaser's failure to pay all demands, notices or other papers with respect to forfeitures and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(12) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of marshaling records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

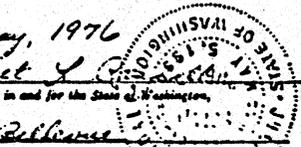
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*James C. White* \_\_\_\_\_ (not)  
*Marjorie I. Clausing* \_\_\_\_\_ (not)  
*Robert P. Clausing* \_\_\_\_\_ (not)  
*E. L. Hill* \_\_\_\_\_ (not)  
City Comptroller

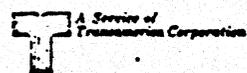
STATE OF WASHINGTON

County of King } *Robert P. Clausing & Marjorie I. Clausing*  
On this day personally appeared before me *Robert P. Clausing & Marjorie I. Clausing*  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *they* signed the same as *their* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of May, 1976  
*Robert P. Clausing & Marjorie I. Clausing*  
Notary Public in and for the State of Washington



**Transamerica Title Insurance Co**



Filed for Record at Request of  
Name JCE E. MONAHAN (SEATTLE WATER DEPT.)  
Address 1615 3RD. AVE.  
City and State SEATTLE WASH. 9814

THIS SPACE RESERVED FOR RECORDS' USE.  
JUN 7 11 25  
OFFICIAL RECORDS  
RECORDED  
OFFICIAL RECORDS  
893 61

7606070176

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 19 of May, 1976, before me personally appeared MRS. HELEN AND E. L. KING, to be known to be the Mayor and City Controller, respectively, of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized by Ordinance 1-11-77 to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate above written.



John A. Seward  
Notary Public in and for the State of  
Washington, residing at Seattle

7606070176

STATE OF WASHINGTON )  
 ) ss.  
County of King )

On this day personally appeared before me James E. Work  
to me known to be the individual described in and who executed the  
within and foregoing instrument, and acknowledged that  
signed the same as his free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of  
May, 1976

Louis A. Krause  
Notary Public in and for the State of  
Washington,

residing at Bellevue

7606070176

OFFICIAL RECORDS  
VGR 983 PAGE 62

COMPARABLE SALES ANALYSIS FOR NO. 3 - LANHAM RANCH

LOCATION: Valley County, Idaho. Big Creek  
SIZE: 620 Acres  
NOMINAL SALES PRICE: \$1,450,000  
UNADJUSTED LAND VALUE: \$2,339/ACRE  
ADJUSTED LAND VALUE: \$2,000/ACRE  
SALES DATE: 8/20/74  
GRANTOR: Rex Lanham  
GRANTEE: United States of America  
LEGAL DESCRIPTION: Ptns. Secs. 24, 25, 26, T21N, R12E., 620 acres.  
AERIAL PHOTOGRAPH: 7/31/70 EVC-33-208, 209, 210, 211, 296, 297, 298, 299.  
PURPOSE: Seller operated dude ranch; sold out for retirement.  
BUILDING IMPROVEMENTS: \$210,000  
TIMBER: Not commercially accessible.  
MINERAL RIGHTS: Included but considered valueless.  
LINKAGE ATTRIBUTES: Adjacent to popular hunting areas of Idaho primitive area.  
DYNAMIC ATTRIBUTES: Above average scenic beauty; buildings and airstrip destroy wilderness rating.  
COMMENTS: Forest Service does not have right of eminent domain in Spanish primitive area; must negotiate price only when property offered on the market. Forest Service attempting to gain control of major access points and river rafting. Compare this 1974 sale with Bettis-Jager sale of 160 acres in 1979 for \$5,500/acre.  
ADJUSTMENT FOR TERMS: No adjustment necessary.  
ADJUSTMENT FOR IMPROVEMENTS: -\$210,000



Comparable 3: Looking South Down Cabin Creek, Comparable in Foreground and Middleground. Airstrip, Buildings and Road on Comparable.



Comparable 3: Looking North, Comparable in Foreground and Middleground



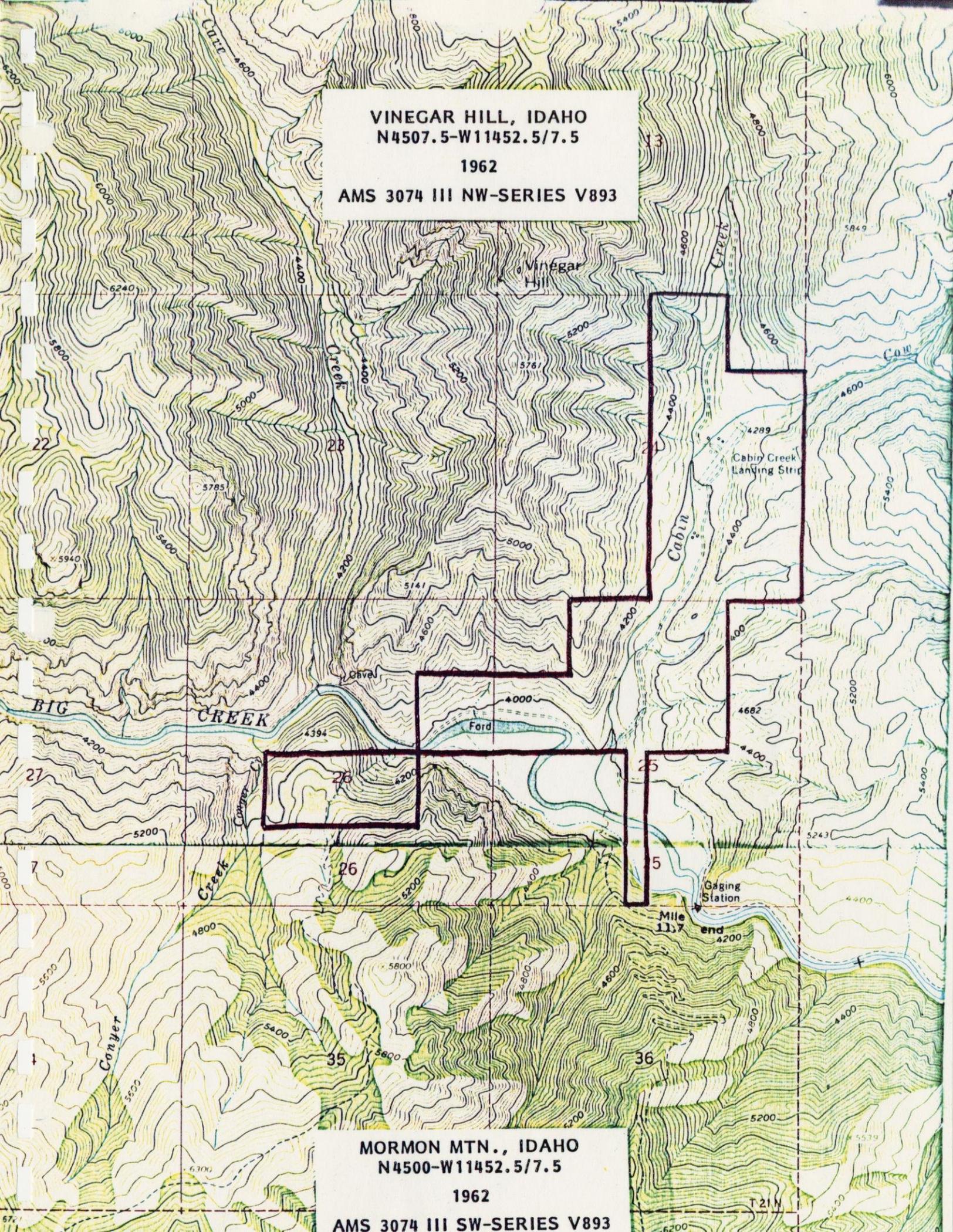
Comparable 3: Looking West, Section 24 in Foreground

VINEGAR HILL, IDAHO

N4507.5-W11452.5/7.5

1962

AMS 3074 III NW-SERIES V893



MORMON MTN., IDAHO

N4500-W11452.5/7.5

1962

AMS 3074 III SW-SERIES V893

COMPARABLE SALES ANALYSIS FOR NO. 4 - MATTESON

LOCATION: Idaho County, Idaho. Confluence Running Creek and Selway River - Sel. Btr. Wilderness.

SIZE: 81.83 Acres

NOMINAL SALES PRICE: \$327,320

UNADJUSTED LAND VALUE: \$4,000/ACRE

ADJUSTED LAND VALUE: \$3,393/ACRE

SALES DATE: 11/5/75

GRANTOR: George M. and Doreen B. Matteson

GRANTEE: United States of America, Forest Service

DOCUMENTS: Warranty Deed

LEGAL DESCRIPTION: Ptn. H.E.S. 453 in ptns. of Secs. 27 and 28, T30N, R13E B.M. 81.83 Acres.

AERIAL PHOTOGRAPH: 8/16/70, EWL-13-207 and 208.

PURPOSE: Reducing encroachments on the Bitterroot National Forest.

TERMS: Cash

BUILDING IMPROVEMENTS: Retained.

ALSO INCLUDED: Right to use remainder of H.E.S that was retained by Grantor and other provisions.

TIMBER: Negligible

MINERAL RIGHTS: Not significant

LEGAL ATTRIBUTES: See attached deed and comments.

LINKAGE ATTRIBUTES: Reasonably good bush airstrip, trail head, two rivers suitable for rafting, and usual amenity of telephone line.

DYNAMIC ATTRIBUTES: Wilderness quality damaged by structures and airstrip.

COMMENTS: Grantors reserve all water rights in Running Creek, Green Ridge Creek, and Matteson Creek, as well as existing irrigation laterals traversing government No. lands. In addition, they retain roads, and right-of ways serving airstrip and retained properties and an easement for telephone or electric lines. All reservations were subject to quality control by the government. Grantor remains free to use buildings and airstrip for conduct of a hunting and fishing lodge. Exact purpose of government acquisition apparently seems to be to reduce expansion and control development around these airstrips in the heart of the Bitterroot primitive area.

ADJUSTMENT FOR TERMS: -\$49,098 (Right to use)

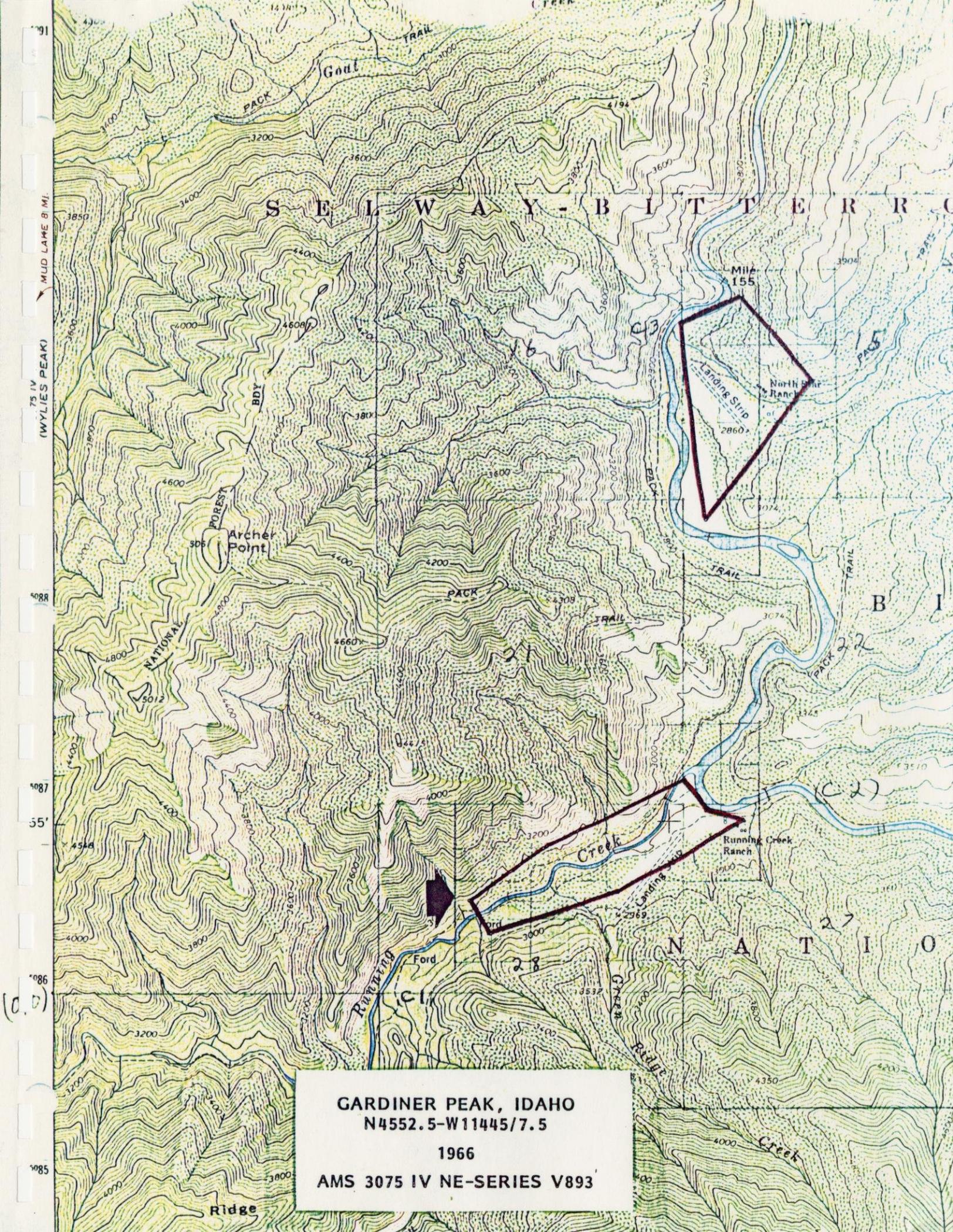
ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 4: Looking West Up Running Creek,  
Airstrip and Buildings on Comparable



Comparable 4: Looking North, Close-up of Comparable



GARDINER PEAK, IDAHO  
N4552.5-W11445/7.5

1966

AMS 3075 IV NE-SERIES V893

Ridge

230952

WARRANTY DEED

THIS INDENTURE, made this 5 day of November, 1975, between G. M. Matteson, aka George M. Matteson, and Doreen L. Matteson, husband and wife, of the County of Idaho, State of Idaho, owners of record, GRANTORS, and the United States of America, whose post office address is Washington, D. C. 20250, GRANTEE.

WITNESSETH, that Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States, and other valuable consideration, to us in hand paid by the Grantee, pursuant to the National Wilderness Preservation System Act of September 3, 1964 (P.L. 88-577; 78 Stat. 896), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, warrant, and confirm unto the Grantee and its assigns forever all of the following described real property situated in the County of Idaho, State of Idaho, to wit:

T. 30 N., R. 13 E., B.M.,

That part of HES 453 as shown on Exhibit A attached hereto and made a part hereof, more particularly described as follows:

Parcel No. 1 commencing at corner No. 10 (corner No. 6 of original survey of HES 453), which is point of beginning; thence N. 57°48'00" E., 1,565.52 feet to corner No. 37; thence S. 32°05'00" E., 1,076.95 feet to corner No. 13; thence S. 75°18'00" W., 1,810.38 feet to corner No. 11; thence N. 32°05'00" W., 630.30 feet to point of beginning, containing 27.78 acres, more or less;

Parcel No. 2 commencing at corner No. 29, which is point of beginning, said point of beginning being S. 63°28'00" W., 2,411.90 feet from corner No. 1 of the original survey of HES 453, thence N. 63°28'00" E., 1,937.00 feet to corner No. 30; thence S. 44°12'39" E., 513.71 feet to corner No. 31; thence S. 38°00'00" W., 1,070 feet to corner No. 32; thence N. 52°00'00" W., 100.00 feet to corner No. 33; thence S. 38°00'00" W., 200.00 feet to corner No. 34; thence S. 52°30'00" E., 100.00 feet to corner No. 35; thence S. 38°00'00" W., 284.37 feet to corner No. 36; thence S. 63°52'00" W., 577.55 feet to corner No. 19; thence N. 32°05'00" W., 1,159.21 feet to point of beginning containing 42.01 acres, more or less;

Parcel No. 3 commencing at corner No. 15, which is place of beginning; said point of beginning being S. 63°52'00" W., 2,205.57 feet from corner No. 3 of the original survey of HES 453, thence N. 38°00'00" E., 1,410.00 feet to corner No. 16; thence S. 61°27'00" E., 753.39 feet to corner No. 17; thence S. 63°52'00" W., 1,704.56 feet to point of beginning containing 12.04 acres, more or less;

together with a right to use, maintain, and reconstruct existing access roads and trails across the other parts of HES 453 owned by the Grantor

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

SUBJECT TO the rights of the United States and third parties recited in the patent from the United States.

BY \_\_\_\_\_ DATE \_\_\_\_\_

ALSO SUBJECT TO rights-of-way easements for roads and highways granted, created, or established by or for the use of the public and by or under local, State, or Federal laws or decisions, or otherwise.

RESERVING to the Grantors, their heirs and assigns:

1. All water rights acquired in Running Creek, Green Ridge Creek, and Matteson Creek, and the right to transport any such water through existing ditches or laterals from such creek or creeks across land sold hereunder, to lands retained by Grantors; and
2. Existing roads, bridges, and trails providing access to retained lands of Grantors and a 33-foot wide right-of-way from the airstrip parking area on Parcel B to Parcel C, on a location and to road construction standards mutually acceptable to the parties; and
3. Easement for overhead telephone line or lines across land sold herein to reach lands reserved and owned by Grantors or their successors.

The foregoing reserved rights shall be subject to the following conditions:

1. Brush and refuse resulting from the exercise of the rights-of-way reservation shall be disposed of to the satisfaction of the Forest officer in charge.
2. Timber cut and destroyed in the exercise of the rights-of-way reservation shall be paid for at rates to be prescribed by the Forest officer in charge, which rates shall be the usual stumpage prices charged in the locality of sales of National Forest timber of the same kind of species. For injury to timber, second growth, and reproduction, the amount of actual damage will be ascertained by the Forest Supervisor according to the rules applicable in such cases.
3. Improvements built or maintained upon the rights-of-way shall be kept in an orderly, safe and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Department intends to terminate all rights under the reservation unless such conditions are forthwith corrected to the satisfaction of the Regional Forester.
4. Upon the abandonment of a reserved rights-of-way, either by formal release, by termination, or by nonuse for the period of 1 calendar year, all improvements thereon not the property of the United States shall be removed therefrom within 3 months of the date of the abandonment; otherwise such improvements shall vest in and become property of the United States.
5. Officers of the Forest Service shall have free ingress and egress on and over the reserved rights-of-way for all purposes necessary and incidental to the protection and the administration of the National Forests.

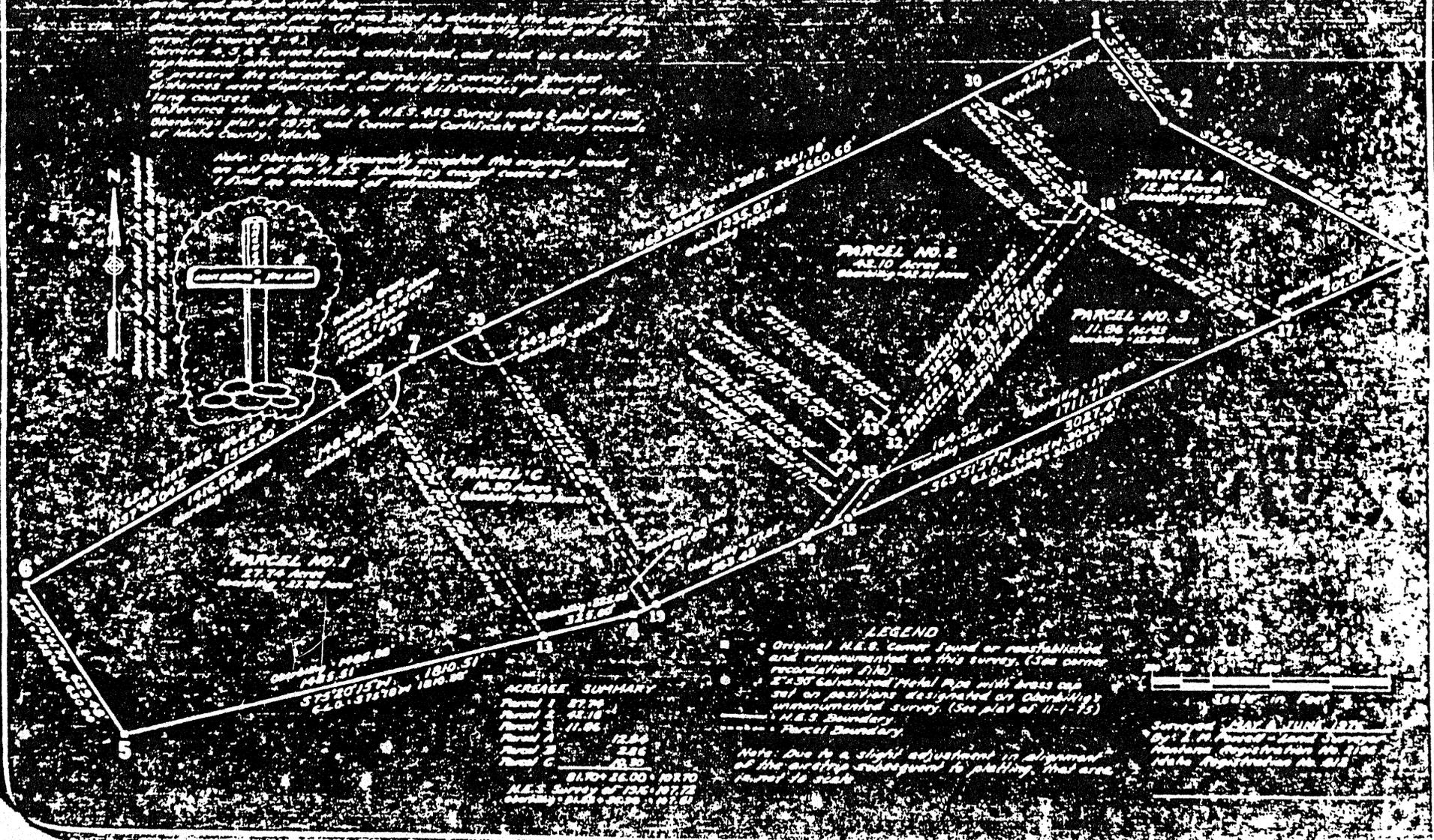
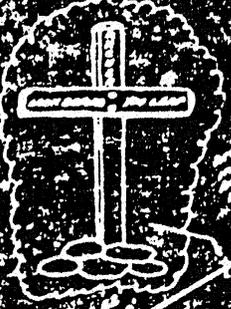


Running Cr. Ranch  
 owned by Matt or  
 Mat son

**RETRACEMENT SURVEY  
 OF  
 M.E.S. 453 - SURVEY OF 1916  
 and  
 OBERVILLE SURVEY OF 1915**

This survey was conducted to re-establish the original corners and boundaries of the above surveys, and to determine the original area of the same. (1) The original plat of the above surveys is hereby placed on file in the office of the Surveyor General. (2) The original plat of the above surveys is hereby placed on file in the office of the Surveyor General. (3) The original plat of the above surveys is hereby placed on file in the office of the Surveyor General.

Note: Oberville generally complied the original records on all of the M.E.S. boundaries, except corner 2 and the distance of remaining corner 2.



**ACREAGE SUMMARY**

Parcel 1	27.74
Parcel 2	42.10
Parcel 3	11.86
Parcel A	12.86
Parcel B	2.86
Parcel C	10.30
<b>Total</b>	<b>117.70 ± 16.00 = 133.70</b>
M.E.S. Survey of 1916 - 107.72	
Survey of 1915 - 25.98 = 133.70	

- LEGEND**
- Original M.E.S. Corner found or reestablished and renumbered on this survey. (See corner record on 11/6)
  - 5" x 3" Galvanized Metal Pipe with brass cap set in position designated on Oberville uninstrumented survey. (See plat of 11-1-15)
  - M.E.S. Boundary
  - Parcel Boundary

Note: Due to a slight adjustment in alignment of the survey subsequent to platting, that area shown is 16.00.



Surveyed **DAY A TUNE 1976**  
 By **J. H. Powell - Land Surveyor**  
 License Registration No. 2158  
 Idaho Registration No. 813

COMPARABLE SALES ANALYSIS FOR NO. 5 - WOLFINBARGER

LOCATION: Selway River - Selway-Bitterroot Wilderness, Idaho County, Idaho.

SIZE: 87.7 Acres

NOMINAL SALES PRICE: \$350,800

UNADJUSTED LAND VALUE: \$3,986/ACRE

ADJUSTED LAND VALUE: \$3,986/ACRE

SALES DATE: 1/2/76, Recorded 1/6/76.

GRANTOR: Kenneth R. and Carolyn Wolfinbarger.

GRANTEE: United States of America, Forest Service.

DOCUMENTS: Warranty Deed

LEGAL DESCRIPTION: Ptn. H.E.S. 789 known as North Star Ranch in T30N, R13E, B.M., 87.7 Acres.

PURPOSE: Addition to wilderness.

TERMS: Cash

BUILDING IMPROVEMENTS: All on property retained by seller.

TIMBER: Negligible - they did not purchase for timber.

LEGAL ATTRIBUTES: Seller retained water rights in North Star Creek and a right-of-way for irrigation purposes. Seller also retained the right to cross the land as they would be landlocked otherwise.

LINKAGE ATTRIBUTES: Access is by trail or light airstrip. It is 10 miles to the nearest road by trail.

COMMENTS: The grantors retained 26.28 acres of the total 113.98 acres in H.E.S. 789, thus selling 87.7 acres to the USFS. The airstrip and buildings were on the retained portion. The grantors did reserve water rights in North Star Creek, a right-of-way for irrigation purposes, and the right to cross the land they sold so as not to be landlocked. There are no utilities serving the site. Mr. Roger Johnson found no mention of mineral rights reservations in the documents. The purpose of government acquisition is to add to their wilderness area.

ADJUSTMENT FOR TERMS: No adjustment necessary.

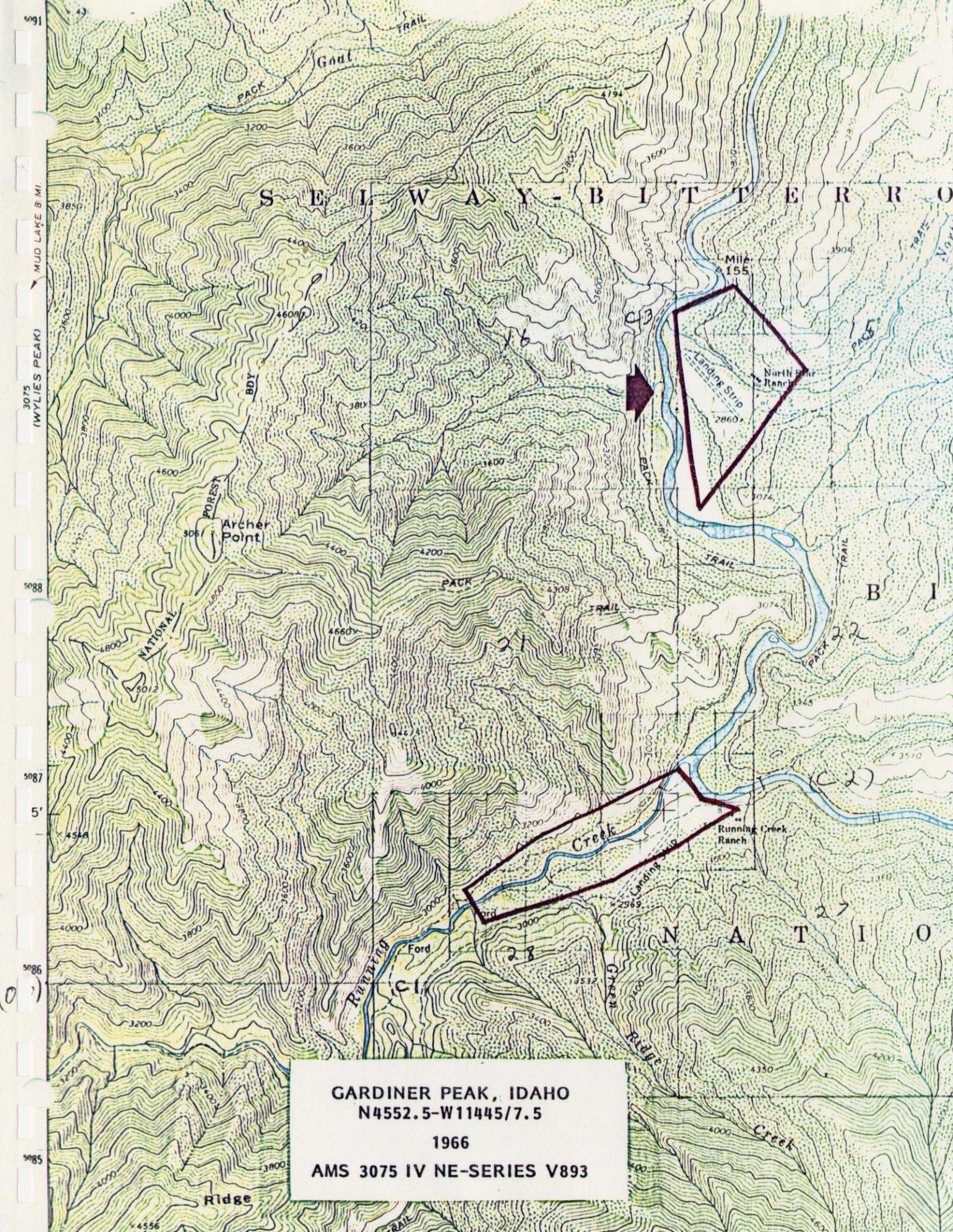
ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 5: Overall Shot of Terrain Looking West,  
Comparable at Bottom of Photo



Comparable 5: Looking North, Close-up of Comparable,  
Buildings on Comparable



3075 (WYLES PEAK) MUD LAKE 8 MI.  
5088  
5087  
5'  
5086  
0  
5085

GARDINER PEAK, IDAHO  
N4552.5-W11445/7.5

1966

AMS 3075 IV NE-SERIES V893

261711

WARRANTY DEED

THIS INDENTURE, made this 2 day of January, 1976, between Kenneth R. Wolfinbarger and Carolyn Wolfinbarger, husband and wife, of the County of Idaho, State of Idaho, owners of record, GRANTORS, and the United States of America, whose post office address is Washington, D.C. 20250, GRANTEE,

WITNESSETH, that said Grantors for and in consideration of the sum of THREE HUNDRED AND FIFTY THOUSAND EIGHT HUNDRED DOLLARS (\$350,800), lawful money of the United States, to us in hand paid by the Grantee, pursuant to the National Wilderness Preservation System Act of September 3, 1964 (P.L. 88-577; 78 Stat. 8) the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, warrant, and confirm unto the Grantee and to its assigns forever all of the following described real property situated in the County of Idaho, State of Idaho, to wit:

*Handwritten:*  
# 4000.00/H

*Vertical stamp:*  
REVISION  
BY: [Signature]  
DATE: 1/17/76

A portion of Homestead Entry Survey No. 789, located in T. 30 N., R. 13 E., Boise Meridian, Idaho County, Idaho, described as follows:

Beginning at corner No. 1, from which U.S. location monument No. 453 bears S. 2°20' W., 66.94 chains distant,

- thence N. 8°9' W., 51.09 chains to corner No. 2;
- thence N. 60°57' E., 18.59 chains to corner No. 3;
- thence S. 38°34' E., 31.54 chains to corner No. 4;
- thence S. 39°23' W., 45.14 chains to corner No. 1,

the place of beginning, excepting a portion of land containing 26.28 acres described as: Commencing at corner No. 1 of said HES 789,

thence N. 23°15'05" E., 1,336.60' to corner No. 5 the true point of beginning;

thence N. 49°15'54" W., 237.62' to corner No. 6; 3.4 chs

thence N. 14°46'12" W., 1,508.90' to corner No. 7; 22.4

thence S. 55°45'19" E., 842.87' to corner No. 8; 12.1

thence S. 54°34'57" E., 165.03' to corner No. 9; 2.5

thence N. 28°43'18" E., 299.33' to corner No. 10; 4.5

thence S. 63°22'06" E., 905.63' to corner No. 11; 13.7

thence S. 39°23'00" W., 365.39' to corner No. 12; 5.5

thence N. 80°03'06" W., 478.31' to corner No. 13; 7.25

thence S. 58°36'19" W., 88.47' to corner No. 14; 1.3

thence S. 37°05'00" W., 242.93' to corner No. 15; 3.7

thence S. 49°58'14" E., 65.36' to corner No. 16; 1

thence S. 39°27'58" W., 542.74' to corner No. 5, 6.7

the place of beginning, as shown on Exhibit A attached hereto and made a part hereof.

The tract being conveyed contains 87.70 acres, more or less.

Together with a right to use, maintain, and reconstruct existing roads and trails across the reserved part of HES 789 owned by the Grantors.

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

SUBJECT TO the rights of the United States and third parties recited in the patent from the United States.

ALSO SUBJECT TO a right-of-way deed dated September 23, 1936, from Sid Poppe, a single man, to the United States of America, for a 60-foot wide public highway, recorded November 10, 1936.

Recorder's Note:  
Plat on file

RESERVING to the Grantors, their heirs and assigns, water rights acquired in North Star Creek and the right to construct and maintain necessary irrigation ditches and canals to transport said water to that portion of HES 789 being retained by Grantors.

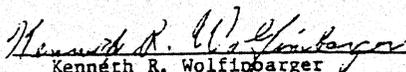
The foregoing reserved right shall be subject to the following conditions:

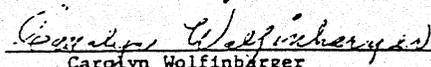
1. Brush and refuse resulting from the exercise of the right-of-way reservation shall be disposed of to the satisfaction of the Forest officer in charge.
2. Timber cut and destroyed in the exercise of the right-of-way reservation shall be paid for at rates to be prescribed by the Forest officer in charge, which rates shall be the usual stumpage prices charged in the locality of sales of National Forest timber of the same kind of species. For injury to timber, second growth, and reproduction, the amount of actual damage will be ascertained by the Forest Supervisor according to the rules applicable in such cases.
3. Improvements built or maintained upon the right-of-way shall be kept in an orderly, safe, and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Grantee intends to terminate all rights under the reservation unless such conditions are forthwith corrected to the satisfaction of the Regional Forester.
4. Upon the abandonment of a reserved right-of-way, either by formal release, by termination, or by nonuse for the period of 1 calendar year, all improvements thereon not the property of the United States shall be removed therefrom within 3 months of the date of the abandonment; otherwise such improvements shall vest in and become property of the United States.
5. Officers of the Forest Service shall have free ingress and egress on and over the reserved right-of-way for all purposes necessary and incidental to the protection and the administration of the National Forests.

TOGETHER WITH all tenements, hereditaments, and appurtenances thereunto belonging, and the reversion, remainders, rents, issues and profits thereof.

And the Grantors and their assigns do hereby covenant that they will forever warrant and defend all right, title, and interest in and to said premises and the quiet and peaceable possession thereof, unto the Grantee and its assigns against the acts and deeds of the Grantors and their heirs and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above-written.

  
Kenneth R. Wolfinbarger

  
Carolyn Wolfinbarger

ACKNOWLEDGMENT

STATE OF Montana )  
 ) ss.  
County of Ravalli )

On this 2nd day of January, 19 76, before me, a Notary Public for the State of Montana, personally appeared Kenneth R. Wolfinbarger and Carolyn Wolfinbarger, husband and wife, known to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.



*Sophie Redjou*  
Sophie Redjou

Notary Public for the State of Montana.  
Residing at Hamilton.  
My commission expires 6-1-76

At the request of *U.S. Forest Service*  
at 1:30 P.M. this 6th day of *January* 19 *76*  
By *Bob J. Waite* Deputy  
Deputy Recorder  
Hamilton County, Idaho  
Fee \$ *3.00*

*U.S. Forest Supervisor*

*See Station File*

COMPARABLE SALES ANALYSIS FOR NO. 6 - NATIONAL WILDLIFE

LOCATION: Lewis and Clark County; Twenty miles N. of Helena, Montana on the Missouri River.

SIZE: 336 Acres

NOMINAL SALES PRICE: \$400,000

UNADJUSTED LAND VALUE: \$1,190/ACRE

ADJUSTED LAND VALUE: \$402/ACRE

SALES DATE: 9/10/79

GRANTOR: Tim Babcock

GRANTEE: National Wildlife Federation

DOCUMENTS: Warranty Deed (Book 302, pp. 370-371).

LEGAL DESCRIPTION: Ptns. Secs. 2, 11, 13, and 14 of T13N, R3W, N.P.M.

AERIAL PHOTOGRAPH: 9/2/78, USDA 40 - 30049 278-115, 116, and 117.

PURPOSE: Wildlife refuge since resold to Bureau of Land Management, October 1980. See comments.

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: None

MINERAL RIGHTS: None

LEGAL ATTRIBUTES: Deed indenture attached.

LINKAGE ATTRIBUTES: Detached from Upper Holter Lake by existing flood easements and spillway elevation line of hydroelectric project.

DYNAMIC ATTRIBUTES: None other than water views.

COMMENTS: Tim Babcock is a former governor of Montana and a principal in the Oxbow Ranch. Over a period of 11 years a land exchange was negotiated involving the State of Montana, Department of the Interior, and others, in creating a 10,800 acres wildlife and recreation area near Beartooth Mountain called "Sleeping Giant." Before trades could be made, Oxbow Ranch needed \$400,000 cash to clear titles on its trading parcels. Funds were advanced by National Wildlife Federation in October 1979. In October 1980 Babcock repurchased portions for \$263,863 and portions were purchased by the government for \$191,147. Federation received total of \$455,000 to refund payment and interest at 12-1/2 percent. Sales price adjusted to the federal cash paid less the \$55,000 interest component. A \$265,000 adjustment was made due to a partial loan to facilitate the later trade. The portion repurchased by Babcock was also traded away to the government as part of Sleeping Giant transaction.

Comparable No. 6 - National Wildlife Cont.

ADJUSTMENT FOR TERMS:     -\$265,000

ADJUSTMENT FOR  
IMPROVEMENTS:             No adjustment necessary.



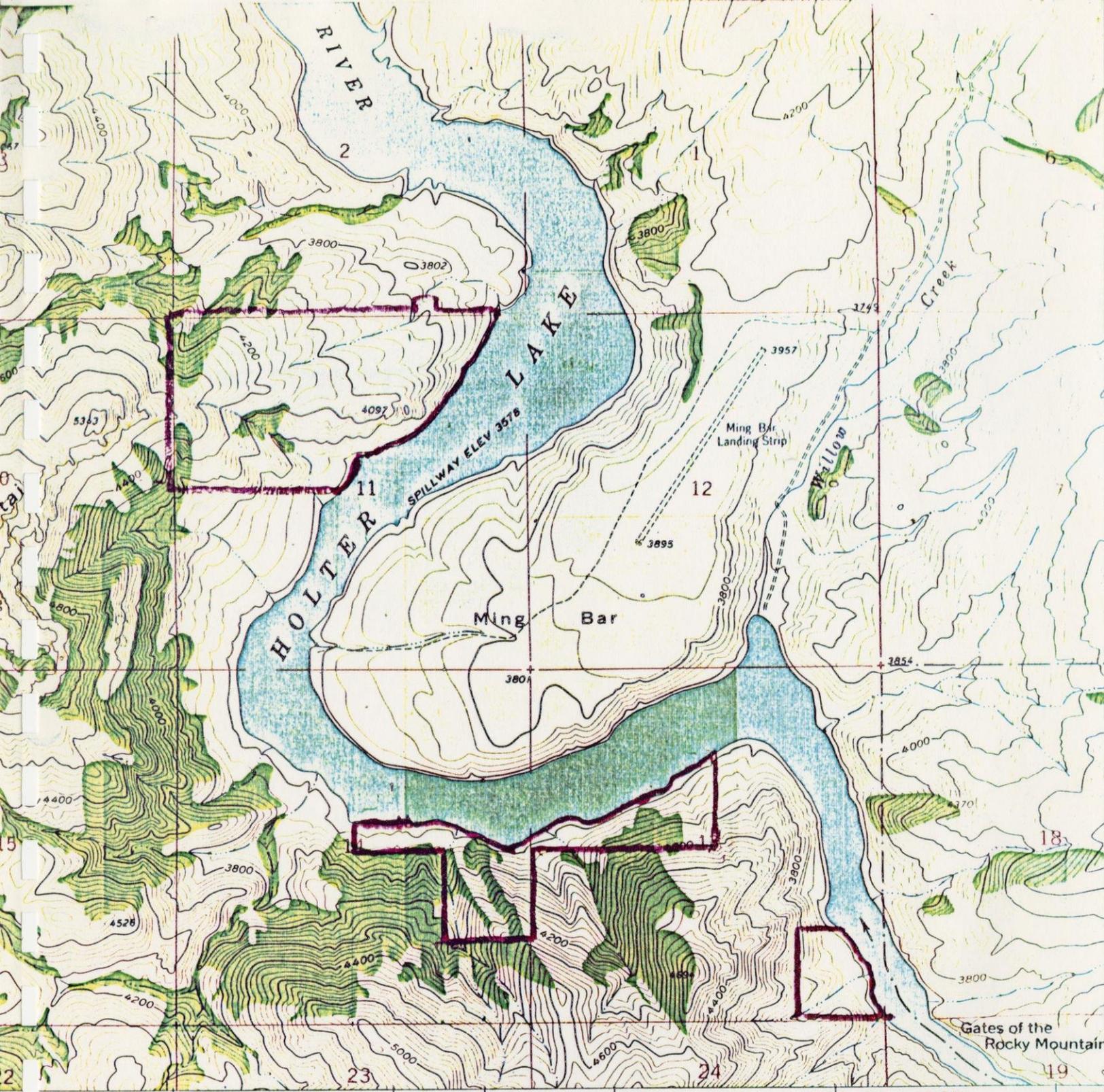
Comparable 6: Looking West at North 1/2 of Section 11



Comparable 6: Looking South at South 1/2 of Northwest 1/4

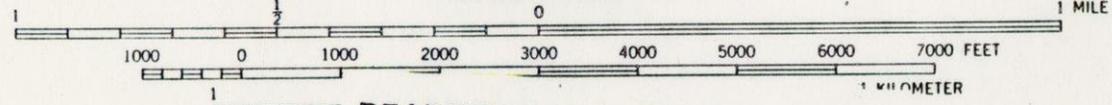


Comparable 6: Section 13 Looking West at Southeast 1/4 of Southeast 1/4



57°30' 428 UPPER HOLTER LAKE 429 3677 IV SW R. 3 W. 55' R. 2 W 431000

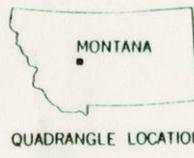
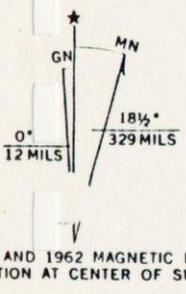
SCALE 1:24 000



**BEARTOOTH MOUNTAIN, MONT.**  
**N4652.5-W11152.5/7.5**

1962

AMS 3677 IV NW-SERIES V894



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
 FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER 25, COLORADO OR WASHINGTON 25, D.C.  
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

MAP AND AIR PHOTO  
 University of W

A. D. one of the parties of the FIRST PART;  
BETWEEN

of  
Bozeman, Montana, .....  
NATIONAL WILDLIFE FEDERATION, a District of Columbia Corporation, ..... of  
Washington, D.C., .....

the party ..... of the SECOND PART;  
WITNESSETH, that the said party ..... of the FIRST PART, for and in consideration of the  
sum of Ten Dollars and Other Valuable Considerations ..... (\$10.00 & OVC)  
lawful money of the United States of America to ..... in hand paid by said party ..... of the  
SECOND PART, the receipt whereof is hereby acknowledged; does ..... by these presents grant,  
bargain, sell, convey, warrant and confirm unto the said party ..... of the SECOND PART, and to  
its ..... assigns forever, the hereinafter described real estate situated in the .....  
County of Lewis and Clark ..... and State of

Montana, to-wit:  
TOWNSHIP 13 NORTH, RANGE 3 WEST, P.M.M.

All those parts or portions lying outside or above the elevation  
of the project boundary of Federal Power Commission Project No. 2188  
located in Lots 5, 6 and 12 in Section 13;  
Lots 6 and 7 in Section 14.

AND

The Southeast Quarter of the Southeast Quarter of the Southwest  
Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 2,  
subject to prior flooding rights.

AND

Lots 1 and 2, the Northwest Quarter of the Northeast Quarter  
(NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 11, subject to  
the right and easement to flood and operate reservoir and  
hydroelectric power plant.

TOGETHER with all and singular the hereinbefore described premises together with all tene-  
ments, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion  
and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right,  
title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well  
in law as in equity, of the said party ..... of the FIRST PART, of, in or to the said premises, and every  
part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD,  
all and singular the above mentioned and described premises unto the said party of the SECOND  
PART, and to its ..... assigns forever.

And the said party ..... of the FIRST PART, and his ..... heirs, do hereby cove-  
nant that he ..... will forever WARRANT and DEFEND all right, title and interest in and  
to the said premises and the quiet and peaceable possession thereof, unto the said party ..... of the  
SECOND PART, its ..... assigns, or their heirs and assigns of the said party ..... of the  
FIRST PART, and all and every person and persons who may lawfully claim or to claim the  
same.

17-3207

COMPARABLE SALES ANALYSIS FOR NO. 7 - MUELLER RANCH

LOCATION: Five miles N.W. of Cripple Creek in Teller County, Colorado.

SIZE: 640 Acres

NOMINAL SALES PRICE: \$360,000

UNADJUSTED LAND VALUE: \$563/ACRE

ADJUSTED LAND VALUE: \$804/ACRE

SALES DATE: 10/78

GRANTOR: The Nature Conservancy

GRANTEE: Colorado Department of Natural Resources

LEGAL DESCRIPTION: Sec. 16, T14S, R70W., 640 Acres

AERIAL PHOTOGRAPH: 9/16/56 ECB-9-76, 77, 78, 79;  
9/16/56 ECB-9-137, 138, 139, 140, 141;  
9/16/56 ECB-9-152, 153, 154;  
8/15/70 EWL-12-197, 198, 199;  
8/16/70 EWL-13-52, 53, 54;

PURPOSE: Conservation

TERMS: Cash (see comments)

BUILDING IMPROVEMENTS: None

TIMBER: Some Ponderosa pine.

MINERAL RIGHTS: Potential rights included with quit claim deed.

LEGAL ATTRIBUTES: Deed for all three Mueller Ranch parcels attached.

LINKAGE ATTRIBUTES: Within five miles of Cripple Creek, Colorado, dirt road access, photos show nearby residential developments on hilltops.

DYNAMIC ATTRIBUTES: Dramatic rock dome dominates parcel with a height of 700-800 feet of gray granite rock, the dome is the biggest and best of a scattering of rocks which can be seen for several miles.

COMMENTS: The Mueller Ranch transaction was a very complex transaction for tax, value, and personality reasons. South Ranch and North Ranch had a nominal price for gift tax purposes as well as cash. The Dome Rock parcel was appraised at \$1,000 per acre by Gerald Zaleski, MAI, Colorado Springs, and appraised by both the State of Colorado and Federal Heritage Review Appraisers so that Mueller qualified for a charitable deduction of \$280,000. That would translate into an income tax deduction of at least \$140,000. Sales price adjusted for cash savings on income taxes. Buyer paid back real estate taxes of \$14,480 so a total adjustment of \$154,480 was made. Parties considered \$1,000 appraisal (available from Denver Office of the Nature Conservancy) high because appraiser saw residential lot development potential in the valley at the base of the rocks. No value was attributed to mineral rights.

Comparable No. 7 - Mueller Ranch Cont.

ADJUSTMENT FOR TERMS: \$154,480 for tax issues.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 7: Looking Northwest to Comparable From Section 26 (Helicopter)



Comparable 7: Looking West to Comparable from Section 18 (Helicopter)



Comparable 7: Looking South - Dome Rock

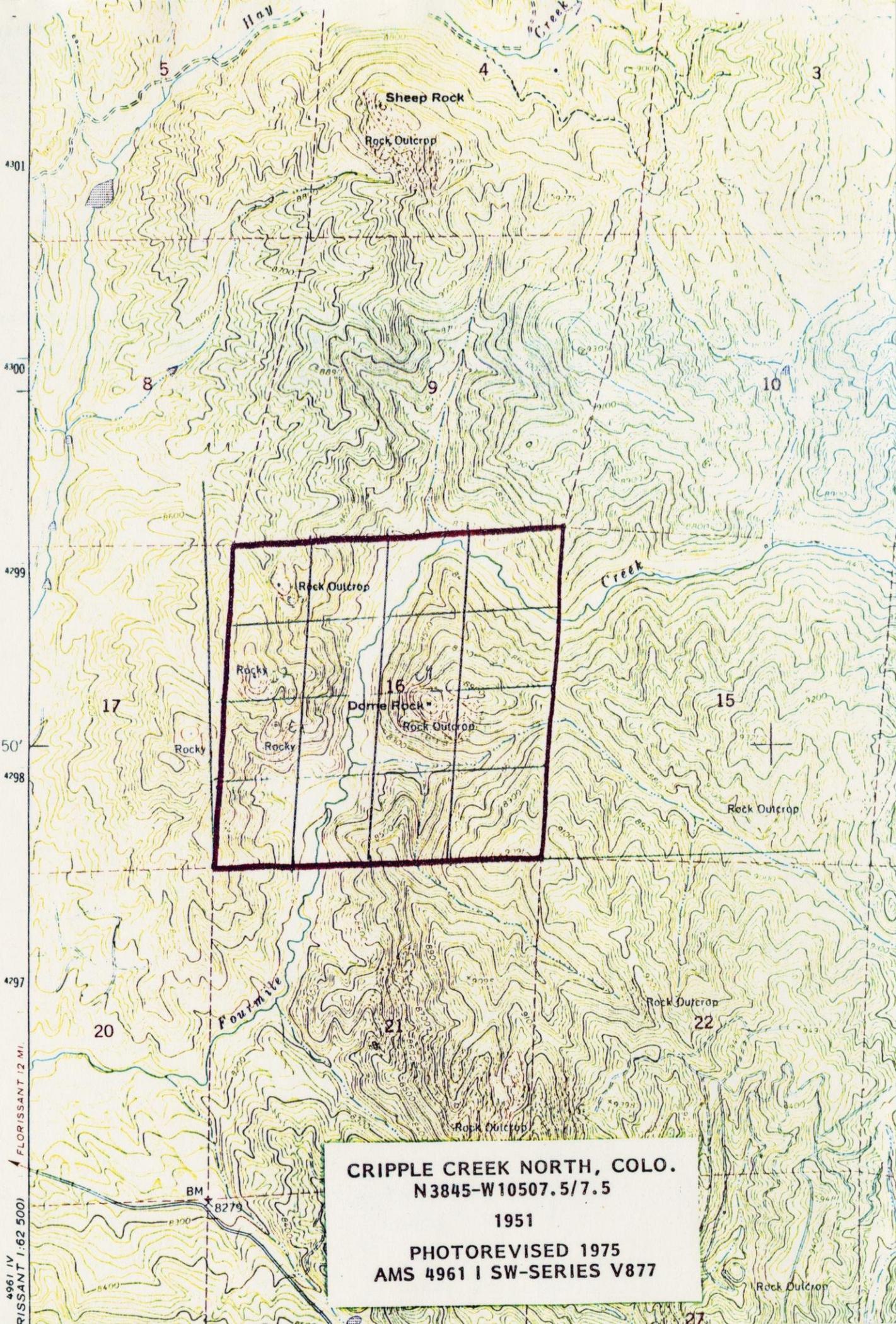


Comparable 7: Looking South - Dome Rock to the Left of Center



Comparable 7: Looking West, Comparable in Foreground  
Dome Rock to the Right of Center

426  
424  
422



4301

4300

4299

50'

4298

4297

FLORISSANT 12 MI

4961 IV

RISSANT 1:62 500)

**CRIPPLE CREEK NORTH, COLO.**  
**N3845-W10507.5/7.5**  
**1951**  
**PHOTOREVISED 1975**  
**AMS 4961 I SW-SERIES V877**

Rock Outcrop

RECORDER'S STAMP  
DRAWER 28 CARD 1091A

THIS DEED, Made this 2nd day of October 1978 between THE NATURE CONSERVANCY, a non-profit corporation

duly organized and existing under and by virtue of the laws of the District of Columbia, of the first part, and THE STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of the Division of Wildlife, of the second part;

Approved 3/4/78  
W.F.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE MILLION SEVEN HUNDRED and SIXTY-FIVE THOUSAND, FIVE HUNDRED Dollars, to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its heirs and assigns forever, all the following described or parcel of land, situate, lying and being in the County of Teller and State of Colorado, to wit:

(See EXHIBIT A, attached hereto and incorporated herein by this reference)

Grantee Address: 1800 North Kent Street  
Arlington, Virginia 22209

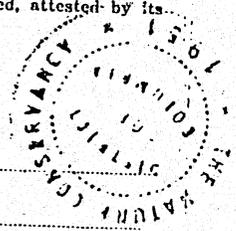
STATE DOCUMENTARY FEE  
Date 10-2-78  
\$ 0

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD, the said premises above bargained and described with the appurtenances, unto the said party of the second part, its heirs and assigns forever.

And the said party of the first part, for itself and its successors covenants and agrees to and with the said party of the second part, its heirs and assigns, the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said party of the first part, to WARRANT AND FOREVER DEFEND, subject to exceptions shown on Exhibit B. IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed by its Executive Vice-President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

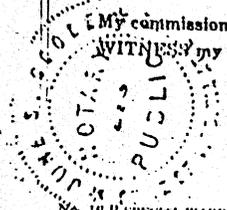
Attest:  
John R. Flicker  
Assistant Secretary

THE NATURE CONSERVANCY  
By L. Gregory Low  
Executive Vice - President



STATE OF VIRGINIA  
County of Arlington } ss.

The foregoing instrument was acknowledged before me this 29th day of September 1978, by L. Gregory Low, Executive Vice President and John R. Flicker, Asst. Sec. of The Nature Conservancy, a corporation



James S. Lunde  
Notary Public

EXHIBIT A

DEALER 20 FEB 10 91 B

Legal Description: The surface, only, of the following described property, all being in Teller County, Colorado:

Parcel 1

	Section, Township and Range
SW 1/4 NE 1/4 . . . . .	3-14-70
S 1/2 NW 1/4 . . . . .	3-14-70
NE 1/4 SW 1/4 . . . . .	3-14-70
NW 1/4 SE 1/4 . . . . .	3-14-70
S 1/2 SE 1/4 . . . . .	3-14-70
W 1/2 SW 1/4 . . . . .	3-14-70
SE 1/4 SW 1/4 . . . . .	3-14-70

360

Parcel 2

Lot 10 or NE 1/4 SE 1/4 . . . . .	4-14-70
Lot 11 or NW 1/4 SE 1/4 . . . . .	4-14-70
Lot 16 or SW 1/4 SE 1/4 . . . . .	4-14-70
Lot 17 or SE 1/4 SE 1/4 . . . . .	4-14-70

140

Parcel 3

Lots 1 and 2 or N 1/2 NE 1/4 . . . . .	9-14-70
Lot 7 or SW 1/4 NE 1/4 . . . . .	9-14-70
Lot 8 or SE 1/4 NE 1/4 . . . . .	9-14-70
Lot 9 or NE 1/4 SE 1/4 . . . . .	9-14-70
Lot 10 or NW 1/4 SE 1/4 . . . . .	9-14-70
Lot 15 or SW 1/4 SE 1/4 . . . . .	9-14-70
Lot 16 or SE 1/4 SE 1/4 . . . . .	9-14-70

200

Parcel 4

SW 1/4 . . . . .	10-14-70
W 1/2 SE 1/4 . . . . .	10-14-70

100

Parcel 5

NE 1/4 SW 1/4 . . . . .	11-14-70
NW 1/4 SE 1/4 . . . . .	11-14-70
E 1/2 SE 1/4 . . . . .	11-14-70
SW 1/4 SE 1/4 . . . . .	11-14-70
SE 1/4 SW 1/4 . . . . .	11-14-70
SE 1/4 NE 1/4 . . . . .	11-14-70

200

Parcel 6

W 1/2 SW 1/4 . . . . . 12-14-70

That part of the SE 1/4 SW 1/4 of Section 12 as follows:  
Beginning at the SE corner of said SW 1/4 of said Section 12, thence Westerly along the Southerly line of said SW 1/4 to the SW corner of said SE 1/4 SW 1/4 of said Section 12, thence Northerly along the Westerly line of said SE 1/4 SW 1/4 of said Section 12, to the NW corner of said SE 1/4 SW 1/4 of said Section 12, thence Southeasterly in a straight line to the point of beginning.

SW 1/4 NW 1/4 . . . . . 12-14-70

Parcel 7

NW 1/4 NW 1/4 . . . . .	13-14-70
NE 1/4 NW 1/4 . . . . .	13-14-70
S 1/2 NW 1/4 . . . . .	13-14-70
N 1/2 SW 1/4 . . . . .	13-14-70
S 1/2 SW 1/4 . . . . .	13-14-70
NW 1/4 SE 1/4 . . . . .	13-14-70
Lot 6 . . . . .	13-14-70
Lot 7 . . . . .	13-14-70

Parcel 8

SE 1/4 NE 1/4 . . . . .	14-14-70
E 1/2 SE 1/4 . . . . .	14-14-70
NE 1/4 NE 1/4 . . . . .	14-14-70

## Parcel 9

Lot 2 . . . . .	15-14-70
Lot 4 . . . . .	15-14-70
Lot 6 . . . . .	15-14-70
Lot 7 . . . . .	15-14-70
Lot 9 . . . . .	15-14-70
Lot 10 . . . . .	15-14-70
Lot 11 . . . . .	15-14-70
Lot 12 . . . . .	15-14-70
Lot 13 . . . . .	15-14-70

## Parcel 9 (continued)

SE $\frac{1}{4}$ NW $\frac{1}{4}$ . . . . .	15-14-70
SW $\frac{1}{4}$ NE $\frac{1}{4}$ . . . . .	15-14-70
SW $\frac{1}{4}$ SW $\frac{1}{4}$ . . . . .	15-14-70
Lot 1, part NE $\frac{1}{4}$ NE $\frac{1}{4}$ . . . . .	15-14-70
NW $\frac{1}{4}$ NE $\frac{1}{4}$ . . . . .	15-14-70
N $\frac{1}{2}$ NW $\frac{1}{4}$ . . . . .	15-14-70
SW $\frac{1}{4}$ NW $\frac{1}{4}$ . . . . .	15-14-70

## Parcel 10

Lot 2 . . . . .	22-14-70
Lot 3 . . . . .	22-14-70
N $\frac{1}{2}$ NW $\frac{1}{4}$ . . . . .	22-14-70
S $\frac{1}{2}$ NE $\frac{1}{4}$ . . . . .	22-14-70
N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ . . . . .	22-14-70
N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ . . . . .	22-14-70
S $\frac{1}{2}$ NW $\frac{1}{4}$ . . . . .	22-14-70

## Parcel 11

Lot 1 . . . . .	23-14-70
Lot 4 . . . . .	23-14-70
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ . . . . .	23-14-70

## Parcel 12

Lot 1 . . . . .	24-14-70
Lot 2 . . . . .	24-14-70
Lot 3 . . . . .	24-14-70
Lot 4 . . . . .	24-14-70
N $\frac{1}{2}$ SW $\frac{1}{4}$ . . . . .	24-14-70
E $\frac{1}{2}$ NW $\frac{1}{4}$ . . . . .	24-14-70
W $\frac{1}{2}$ NE $\frac{1}{4}$ . . . . .	24-14-70
NW $\frac{1}{4}$ SE $\frac{1}{4}$ . . . . .	24-14-70

## Parcel 13

The Ohio Placer Mining Claim, Mineral  
Entry No. 3215, described as -

NE $\frac{1}{4}$ . . . . .	10-14-70
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## Parcel 14

The Norwalk Placer Mining Claim,  
Mineral Entry No. 3217, described as -

NW $\frac{1}{4}$ . . . . .	10-14-70
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## Parcel 15

Part of the Clarksfield Placer Mining  
Claim, Mineral Entry No. 3216,  
described as -

SE $\frac{1}{4}$ NW $\frac{1}{4}$ . . . . .	11-14-70
W $\frac{1}{2}$ NW $\frac{1}{4}$ . . . . .	11-14-70

Parcel 16

The Edythe Placer Mining Claim, Mineral  
Entry No. 3218, described as -

268663  
DRAWER 28 CARD 1092B

E 1/2 SE 1/4 . . . . . 10-14-70  
W 1/2 SW 1/4 . . . . . 11-14-70

100

Parcel 17

Good Hope Mining Claim, Mineral Survey  
No. 15,430 . . . . . in 13-14-70

Parcel 18

Burlington Lode Mining Claim, Mineral  
Survey No. 15,430 . . . . . in 13-14-70  
and 18-14-69

Parcel 19

The Isadore Placer Mining Claim, Mineral  
Entry No. 2358, described as -

SE 1/4 NW 1/4 . . . . . 14-14-70  
NW 1/4 NE 1/4 . . . . . 14-14-70  
NE 1/4 NW 1/4 . . . . . 14-14-70  
Lot 1 or part NW 1/4 NW 1/4 . . . . . 14-14-70

100

Parcel 20

The Plymouth Placer Mining Claim, Mineral  
Entry No. 2359, described as -

Lot 11 . . . . . 14-14-70  
SW 1/4 NE 1/4 . . . . . 14-14-70  
NW 1/4 SE 1/4 . . . . . 14-14-70  
NW 1/4 NE 1/4 . . . . . 23-14-70

100

Parcel 21

The Carbonate Placer Mining Claim, Mineral  
Entry No. 2399, described as -

Lot 3 . . . . . 14-14-70  
Lot 4 . . . . . 14-14-70  
Lot 5 . . . . . 14-14-70  
Lot 9 . . . . . 14-14-70  
Lot 10 . . . . . 14-14-70  
E 1/2 NE 1/4 NW 1/4 . . . . . 23-14-70

100

Parcel 22

The Crown Placer Mining Claim, Mineral  
Entry No. 2448, described as -

Lot 7 (Consisting of the S 1/2 S 1/2 SW 1/4  
SW 1/4, NW 1/4 SW 1/4 SW 1/4 SW 1/4, SW 1/4 NW 1/4  
SW 1/4 SW 1/4) . . . . . 14-14-70  
Lot 5 (Embracing a portion of the S 1/2 NE 1/4 NE 1/4  
SE 1/4, SE 1/4 NE 1/4 SE 1/4) . . . . . 15-14-70  
Lot 8 (Embracing a portion of the E 1/2  
SE 1/4 SE 1/4) . . . . . 15-14-70  
Lot 1 (Embracing a portion of the NE 1/4  
NE 1/4 NE 1/4) . . . . . 22-14-70  
W 1/2 NW 1/4 . . . . . 23-14-70  
W 1/2 NE 1/4 NW 1/4 . . . . . 23-14-70

100

Parcel 23

Philadelphia No. 1, 2, 3, 5, 7, 9, 11,  
12, 13, 14, 15, 16, and 17 Lode Mining  
Claims, U. S. Survey No. 12,531, Mineral  
Entry No. 1976, and

Last Chance No. 1, 2, 3 Lode Mining  
Claims, U. S. Survey No. 12,531, in 14-14-70  
Mineral Entry No. 1976 . . . . . 15-14-70  
22-14-70

Parcel 24

Raw Valley Lode Mining Claims 1, 2,  
 3, 4, and 6, Mineral Survey  
 No. 15,427 . . . . . in 15-14-70

Parcel 25

A part of the Primrose Placer Mining  
 Claim, Mineral Entry No. 2400,  
 described as -

SW 1/4 NE 1/4 . . . . . 23-14-70  
 SE 1/4 NW 1/4 . . . . . 23-14-70  
 N 1/4 NE 1/4 SW 1/4 . . . . . 23-14-70  
 N 1/4 NW 1/4 SE 1/4 . . . . . 23-14-70

Parcel 26

A part of the McTullien Placer Mining  
 Claim, Mineral Entry No. 2447,  
 described as -

N 1/4 NW 1/4 SW 1/4 . . . . . 23-14-70

Parcel 27

Petzite Lode Mining Claim, Mineral  
 Survey No. 12,253 . . . . . in 23-14-70  
 23-14-70

Excepting and reserving from the above described real property for the benefit of those parcels of real property described below (the Benefited Properties), a perpetual easement and right of way over and across existing roadways and with respect to the above described real property for ingress and egress to and from the Benefited Properties together with such use of the above described real property as may be reasonable in connection with fire protection and control on the Benefited Properties and with prevention of trespass and unauthorized entry onto the Benefited Properties.

The legal description of the Benefited Properties is as follows:

NORTH RANCH PROPERTY

LAND TRACTS:	
Part SW 1/4 lying west of Colorado Highway No. 67, as described in Book 274, Page 427 TCR . . . . .	30-13-69
S 1/2 NE 1/4 SE 1/4 and SE 1/4 SE 1/4, except 5.35 A. for Highway No. 67 ROW . . . . .	13-13-70
N 1/2 NE 1/4, except 1.66 A. for Highway No. 67 ROW . . . . .	13-13-70
E 1/2 NW 1/4 . . . . .	13-13-70
SW 1/4 NE 1/4 . . . . .	13-13-70
W 1/2 SW 1/4 . . . . .	13-13-70
W 1/2 NW 1/4 . . . . .	13-13-70
E 1/2 SW 1/4 . . . . .	13-13-70
W 1/2 SE 1/4 . . . . .	13-13-70
SE 1/4 SW 1/4 . . . . .	14-13-70
S 1/2 SE 1/4 . . . . .	14-13-70
NE 1/4 SE 1/4 . . . . .	14-13-70
E 1/2 NE 1/4 . . . . .	14-13-70

S 1/2 SE 1/4 . . . . .	22-13-70
E 1/2 NW 1/4 . . . . .	23-13-70
SW 1/4 NW 1/4 . . . . .	23-13-70
NE 1/4 . . . . .	23-13-70
W 1/2 SW 1/4 . . . . .	23-13-70
E 1/2 SE 1/4 . . . . .	23-13-70
E 1/2 SW 1/4 . . . . .	23-13-70
W 1/2 SE 1/4 . . . . .	23-13-70
S 1/2 NW 1/4 . . . . .	24-13-70
NE 1/4 SW 1/4 . . . . .	24-13-70
W 1/2 SW 1/4 . . . . .	24-13-70
NW 1/4 SE 1/4 . . . . .	24-13-70
E 1/2 SE 1/4 . . . . .	24-13-70
S 1/2 NE 1/4 . . . . .	24-13-70
NE 1/4 NE 1/4 West of Highway No. 67 . . . . .	24-13-70
NW 1/4 NE 1/4 . . . . .	24-13-70
SE 1/4 SW 1/4 . . . . .	24-13-70
SW 1/4 SE 1/4 . . . . .	24-13-70
Less tracts 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15 and 16 lying east of Colorado Highway No. 67 . . . . .	24-13-70
S 1/2 S 1/2 SE 1/4 . . . . .	25-13-70
SW 1/4 . . . . .	25-13-70
W 1/2 NW 1/4 . . . . .	25-13-70
NE 1/4, except 3.91 A. for Highway No. 67 ROW . . . . .	25-13-70
NE 1/4 NW 1/4 . . . . .	25-13-70
SE 1/4 NW 1/4 . . . . .	25-13-70
Less tracts 1, 2, and 3 lying east of Colorado Highway No. 67 . . . . .	25-13-70
SE 1/4 NW 1/4 . . . . .	26-13-70
N 1/2 NW 1/4 . . . . .	26-13-70
SW 1/4 NE 1/4 . . . . .	26-13-70
NW 1/4 NE 1/4 . . . . .	26-13-70
W 1/2 SW 1/4 . . . . .	26-13-70
NE 1/4 SW 1/4 . . . . .	26-13-70
NW 1/4 SE 1/4 . . . . .	26-13-70
E 1/2 NE 1/4 . . . . .	26-13-70
E 1/2 SE 1/4 . . . . .	26-13-70
SW 1/4 SE 1/4 . . . . .	26-13-70
SE 1/4 SW 1/4 . . . . .	26-13-70
NE 1/4 NE 1/4 . . . . .	27-13-70
E 1/2 NW 1/4 NW 1/4 . . . . .	27-13-70
E 1/2 SW 1/4 NW 1/4 . . . . .	27-13-70
E 1/2 NW 1/4 . . . . .	27-13-70
W 1/2 NE 1/4 . . . . .	27-13-70
NW 1/4 SW 1/4 . . . . .	27-13-70
S 1/2 SW 1/4 . . . . .	27-13-70
SE 1/4 SE 1/4 . . . . .	28-13-70
S 1/2 SW 1/4 SE 1/4 . . . . .	28-13-70
E 1/2 NE 1/4 . . . . .	33-13-70
E 1/2 SW 1/4 . . . . .	33-13-70
SE 1/4 SE 1/4 . . . . .	33-13-70
W 1/2 E 1/2 . . . . .	33-13-70
NE 1/4 SE 1/4 . . . . .	33-13-70
E 1/2 E 1/2 NW 1/4 . . . . .	33-13-70

N 1/2 NW 1/4 . . . . .	34-13-70
SW 1/4 NW 1/4 . . . . .	34-13-70
NE 1/4 NE 1/4 . . . . .	34-13-70
NW 1/4 SW 1/4 NE 1/4 . . . . .	34-13-70
NW 1/4 SE 1/4 NW 1/4 . . . . .	34-13-70
S 1/2 SW 1/4 . . . . .	34-13-70
S 1/2 SE 1/4 . . . . .	34-13-70
S 1/2 NW 1/4 SE 1/4 . . . . .	34-13-70
NE 1/4 SE 1/4 . . . . .	34-13-70
S 1/2 N 1/2 SW 1/4 . . . . .	34-13-70
NE 1/4 . . . . .	35-13-70
SE 1/4 NW 1/4 . . . . .	35-13-70
NE 1/4 SW 1/4 . . . . .	35-13-70
N 1/2 SE 1/4 . . . . .	35-13-70
NE 1/4 NW 1/4 . . . . .	35-13-70
SE 1/4 SE 1/4 . . . . .	35-13-70
SE 1/4 SW 1/4 . . . . .	35-13-70
W 1/2 SW 1/4 . . . . .	35-13-70
SW 1/4 NW 1/4 . . . . .	35-13-70
NW 1/4 NW 1/4 . . . . .	35-13-70
SW 1/4 SE 1/4 . . . . .	35-13-70
NE 1/4 . . . . .	36-13-70
NW 1/4 . . . . .	36-13-70
SE 1/4 . . . . .	36-13-70
SW 1/4 . . . . .	36-13-70
Lot 4 or NW 1/4 NW 1/4 . . . . .	2-14-70
Lot 1 or NE 1/4 NE 1/4 . . . . .	3-14-70
Lot 2 or NW 1/4 NE 1/4 . . . . .	3-14-70
Lot 3 or NE 1/4 NW 1/4 . . . . .	3-14-70
Lot 4 or NW 1/4 NW 1/4 . . . . .	3-14-70
Lot 1 or NE 1/4 NE 1/4 . . . . .	4-14-70
Lot 5 or NW 1/4 NE 1/4 . . . . .	4-14-70
S 1/2 NE 1/4 . . . . .	4-14-70
Lots 6 and 7 or N 1/2 NW 1/4 . . . . .	4-14-70

Total land tracts . . . . .

MINING CLAIMS:

The Phyllis Shannon Placer Mining  
Claim, Mineral Entry No. 3187,  
described as -

SE 1/4 NE 1/4 . . . . .	34-13-70
S 1/2 SW 1/4 NE 1/4 . . . . .	34-13-70
NE 1/4 SW 1/4 NE 1/4 . . . . .	34-13-70
S 1/2 SE 1/4 NW 1/4 . . . . .	34-13-70
NE 1/4 SE 1/4 NW 1/4 . . . . .	34-13-70
N 1/2 NW 1/4 SW 1/4 . . . . .	34-13-70
N 1/2 NE 1/4 SW 1/4 . . . . .	34-13-70
N 1/2 NW 1/4 SE 1/4 . . . . .	34-13-70

DOME ROCK PROPERTY

Section 16, Township 14 South, Range 70 West of the  
6th Principal Meridian, County of Teller, State of  
Colorado

268663

EXHIBIT B

DRAWER 22 CARD 1094B

1. The lien of general real estate taxes and special assessments for 1978 and thereafter;
2. Highways and roads as shown on map filed on October 8, 1953, in File No. 164, 287, in the Teller County Records;
3. The Hogue Ditch, in Plat Book G at page 6 (El Paso County records);
4. A perpetual easement as described in instruments recorded in Book 222 at page 351 and Book 222 at page 352, wherein, Teller County received a perpetual easement to build a snow fence over the N $\frac{1}{2}$ NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of Sec. 24, T. 13 S., R. 70 W., 6th P.M.
5. Reservations and restrictions contained in Patents, of record, covering the herein described premises.



EXHIBIT A

PLASTER 88 CASE 1095B

Legal Description: The surface, only, of the following described property, all being in Teller County, Colorado:

Parcel 1	Section, Township and Range
SW 1/4 NE 1/4 . . . . .	3-14-70
S 1/2 NW 1/4 . . . . .	3-14-70
NE 1/4 SW 1/4 . . . . .	3-14-70
NW 1/4 SE 1/4 . . . . .	3-14-70
S 1/2 SE 1/4 . . . . .	3-14-70
W 1/2 SW 1/4 . . . . .	3-14-70
SE 1/4 SW 1/4 . . . . .	3-14-70

Parcel 2

Lot 10 or NE 1/4 SE 1/4 . . . . .	4-14-70
Lot 11 or NW 1/4 SE 1/4 . . . . .	4-14-70
Lot 16 or SW 1/4 SE 1/4 . . . . .	4-14-70
Lot 17 or SE 1/4 SE 1/4 . . . . .	4-14-70

Parcel 3

Lots 1 and 2 or N 1/2 NE 1/4 . . . . .	9-14-70
Lot 7 or SW 1/4 NE 1/4 . . . . .	9-14-70
Lot 8 or SE 1/4 NE 1/4 . . . . .	9-14-70
Lot 9 or NE 1/4 SE 1/4 . . . . .	9-14-70
Lot 10 or NW 1/4 SE 1/4 . . . . .	9-14-70
Lot 15 or SW 1/4 SE 1/4 . . . . .	9-14-70
Lot 16 or SE 1/4 SE 1/4 . . . . .	9-14-70

Parcel 4

SW 1/4 . . . . .	10-14-70
W 1/2 SE 1/4 . . . . .	10-14-70

Parcel 5

NE 1/4 SW 1/4 . . . . .	11-14-70
NW 1/4 SE 1/4 . . . . .	11-14-70
E 1/2 SE 1/4 . . . . .	11-14-70
SW 1/4 SE 1/4 . . . . .	11-14-70
SE 1/4 SW 1/4 . . . . .	11-14-70
SE 1/4 NE 1/4 . . . . .	11-14-70

Parcel 6

W 1/2 SW 1/4 . . . . .	12-14-70
That part of the SE 1/4 SW 1/4 of Section 12 as follows: Beginning at the SE corner of said SW 1/4 of said Section 12, thence Westerly along the Southerly line of said SW 1/4 to the SW corner of said SE 1/4 SW 1/4 of said Section 12, thence Northerly along the Westerly line of said SE 1/4 SW 1/4 of said Section 12, to the NW corner of said SE 1/4 SW 1/4 of said Section 12, thence Southeasterly in a straight line to the point of beginning.	
SW 1/4 NW 1/4 . . . . .	12-14-70

Parcel 7

NW 1/4 NW 1/4 . . . . .	13-14-70
NE 1/4 NW 1/4 . . . . .	13-14-70
S 1/2 NW 1/4 . . . . .	13-14-70
N 1/2 SW 1/4 . . . . .	13-14-70
S 1/2 SW 1/4 . . . . .	13-14-70
NW 1/4 SE 1/4 . . . . .	13-14-70
Lot 6 . . . . .	13-14-70
Lot 7 . . . . .	13-14-70

Parcel 8

SE 1/4 NE 1/4 . . . . .	14-14-70
E 1/2 SE 1/4 . . . . .	14-14-70
NE 1/4 NE 1/4 . . . . .	14-14-70

Parcel 9

Lot 2 . . . . .	15-14-70
Lot 4 . . . . .	15-14-70
Lot 6 . . . . .	15-14-70
Lot 7 . . . . .	15-14-70
Lot 9 . . . . .	15-14-70
Lot 10 . . . . .	15-14-70
Lot 11 . . . . .	15-14-70
Lot 12 . . . . .	15-14-70
Lot 13 . . . . .	15-14-70

Parcel 9 (continued)

SE 1/4 NW 1/4 . . . . .	15-14-70
SW 1/4 NE 1/4 . . . . .	15-14-70
SW 1/4 SW 1/4 . . . . .	15-14-70
Lot 1, part NE 1/4 NE 1/4 . . . . .	15-14-70
NW 1/4 NE 1/4 . . . . .	15-14-70
N 1/2 NW 1/4 . . . . .	15-14-70
SW 1/4 NW 1/4 . . . . .	15-14-70

Parcel 10

Lot 2 . . . . .	22-14-70
Lot 3 . . . . .	22-14-70
N 1/2 NW 1/4 . . . . .	22-14-70
S 1/2 NE 1/4 . . . . .	22-14-70
N 1/2 N 1/2 SW 1/4 . . . . .	22-14-70
N 1/2 N 1/2 SE 1/4 . . . . .	22-14-70
S 1/2 NW 1/4 . . . . .	22-14-70

Parcel 11

Lot 1 . . . . .	23-14-70
Lot 4 . . . . .	23-14-70
N 1/2 NE 1/4 SE 1/4 . . . . .	23-14-70

Parcel 12

Lot 1 . . . . .	24-14-70
Lot 2 . . . . .	24-14-70
Lot 3 . . . . .	24-14-70
Lot 4 . . . . .	24-14-70
N 1/2 SW 1/4 . . . . .	24-14-70
E 1/2 NW 1/4 . . . . .	24-14-70
W 1/2 NE 1/4 . . . . .	24-14-70
NW 1/4 SE 1/4 . . . . .	24-14-70

Parcel 13

The Ohio Placer Mining Claim, Mineral  
Entry No. 3215, described as -

NE 1/4 . . . . .	10-14-70
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Parcel 14

The Norwalk Placer Mining Claim,  
Mineral Entry No. 3217, described as -

NW 1/4 . . . . .	10-14-70
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Parcel 15

Part of the Clarksfield Placer Mining  
Claim, Mineral Entry No. 3216,  
described as -

SE 1/4 NW 1/4 . . . . .	11-14-70
W 1/2 NW 1/4 . . . . .	11-14-70

The Edythe Placer Mining Claim, Mineral  
Entry No. 3218, described as -

268661

DRAWER 28 CARD 1096B

E 1/2 SE 1/4 . . . . . 10-14-70  
W 1/2 SW 1/4 . . . . . 11-14-70

Parcel 17

Good Hope Mining Claim, Mineral Survey  
No. 15,430 . . . . . in 13-14-70

Parcel 18

Burlington Lode Mining Claim, Mineral  
Survey No. 15,430 . . . . . in 13-14-70  
and 18-14-69

Parcel 19

The Isadore Placer Mining Claim, Mineral  
Entry No. 2358, described as -

SE 1/4 NW 1/4 . . . . . 14-14-70  
NW 1/4 NE 1/4 . . . . . 14-14-70  
NE 1/4 NW 1/4 . . . . . 14-14-70  
Lot 1 or part NW 1/4 NW 1/4 . . . . . 14-14-70

Parcel 20

The Plymouth Placer Mining Claim, Mineral  
Entry No. 2359, described as -

Lot 11 . . . . . 14-14-70  
SW 1/4 NE 1/4 . . . . . 14-14-70  
NW 1/4 SE 1/4 . . . . . 14-14-70  
NW 1/4 NE 1/4 . . . . . 23-14-70

Parcel 21

The Carbonate Placer Mining Claim, Mineral  
Entry No. 2399, described as -

Lot 3 . . . . . 14-14-70  
Lot 4 . . . . . 14-14-70  
Lot 5 . . . . . 14-14-70  
Lot 9 . . . . . 14-14-70  
Lot 10 . . . . . 14-14-70  
E 1/2 NE 1/4 NW 1/4 . . . . . 23-14-70

Parcel 22

The Crown Placer Mining Claim, Mineral  
Entry No. 2448, described as -

Lot 7 (Consisting of the S 1/2 S 1/2 SW 1/4  
SW 1/4, NW 1/4 SW 1/4 SW 1/4 SW 1/4, SW 1/4 NW 1/4  
SW 1/4 SW 1/4) . . . . . 14-14-70  
Lot 5 (Embracing a portion of the S 1/2 NE 1/4 NE 1/4  
SE 1/4, SE 1/4 NE 1/4 SE 1/4) . . . . . 15-14-70  
Lot 8 (Embracing a portion of the E 1/2  
SE 1/4 SE 1/4) . . . . . 15-14-70  
Lot 1 (Embracing a portion of the NE 1/4  
NE 1/4 NE 1/4) . . . . . 22-14-70  
W 1/2 NW 1/4 . . . . . 23-14-70  
W 1/2 NE 1/4 NW 1/4 . . . . . 23-14-70

Parcel 23

Philadelphia No. 1, 2, 3, 5, 7, 9, 11,  
12, 13, 14, 15, 16, and 17 Lode Mining  
Claims, U. S. Survey No. 12,531, Mineral  
Entry No. 1976, and

Last Chance No. 1, 2, 3 Lode Mining  
Claims, U. S. Survey No. 12,531, in 14-14-70  
Mineral Entry No. 1976 . . . . . 15-14-70  
22-14-70

Parcel 24

Kaw Valley Lode Mining Claims 1, 2,  
3, 4, and 6, Mineral Survey  
No. 15,427 . . . . . in 15-14-70

Parcel 25

A part of the Primrose Placer Mining  
Claim, Mineral Entry No. 2400,  
described as -

SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  . . . . . 23-14-70  
SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  . . . . . 23-14-70  
W  $\frac{1}{2}$  NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  . . . . . 23-14-70  
W  $\frac{1}{2}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  . . . . . 23-14-70

Parcel 26

A part of the McMullen Placer Mining  
Claim, Mineral Entry No. 2447,  
described as -

N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  . . . . . 23-14-70

Parcel 27

Petzite Lode Mining Claim, Mineral  
Survey No. 12,253 . . . . . in 23-14-70  
23-14-70

COMPARABLE SALES ANALYSIS FOR NO. 8 - PACK RIVER #1

LOCATION: Chelan County, Washington. Part of the Alpine Lakes Wilderness Area. Lies between Interstate 90 on the south and U.S. Highway 2 on the north.

SIZE: 2,549 ACRES

NOMINAL SALES PRICE: \$3,337,554

UNADJUSTED LAND VALUE: \$1,309/ACRE

ADJUSTED LAND VALUE: \$1,309/ACRE

SALES DATE: 12/82

GRANTOR: Chastek et.al.

GRANTEE: United States Forest Service

DOCUMENTS: Legal description and deed of sale.

LEGAL DESCRIPTION: See attached legal description.

AERIAL PHOTOGRAPH: Available

PURPOSE: Wilderness

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: Modest value, did not acquire for timber.

MINERAL RIGHTS: Acquired but negligible.

LEGAL ATTRIBUTES: Federal, county, and private covenants on use or pace of development and logging. Operational joint road agreement between Pack River and the previous owners. Subject to access relative to the exercise of mineral rights reserved by a previous owner, The Sawyer Trust.

LINKAGE ATTRIBUTES: Access point to usable logging roads and recreational trail heads. Ingalls Creek, proximal to State Highway 97, is popular entrance point to the Stuart Range south of the Enchanteds.

DYNAMIC ATTRIBUTES: Unique scenic beauty.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.

The locations of Photos A, B, and C are illustrated on the topographical map following the photographs.



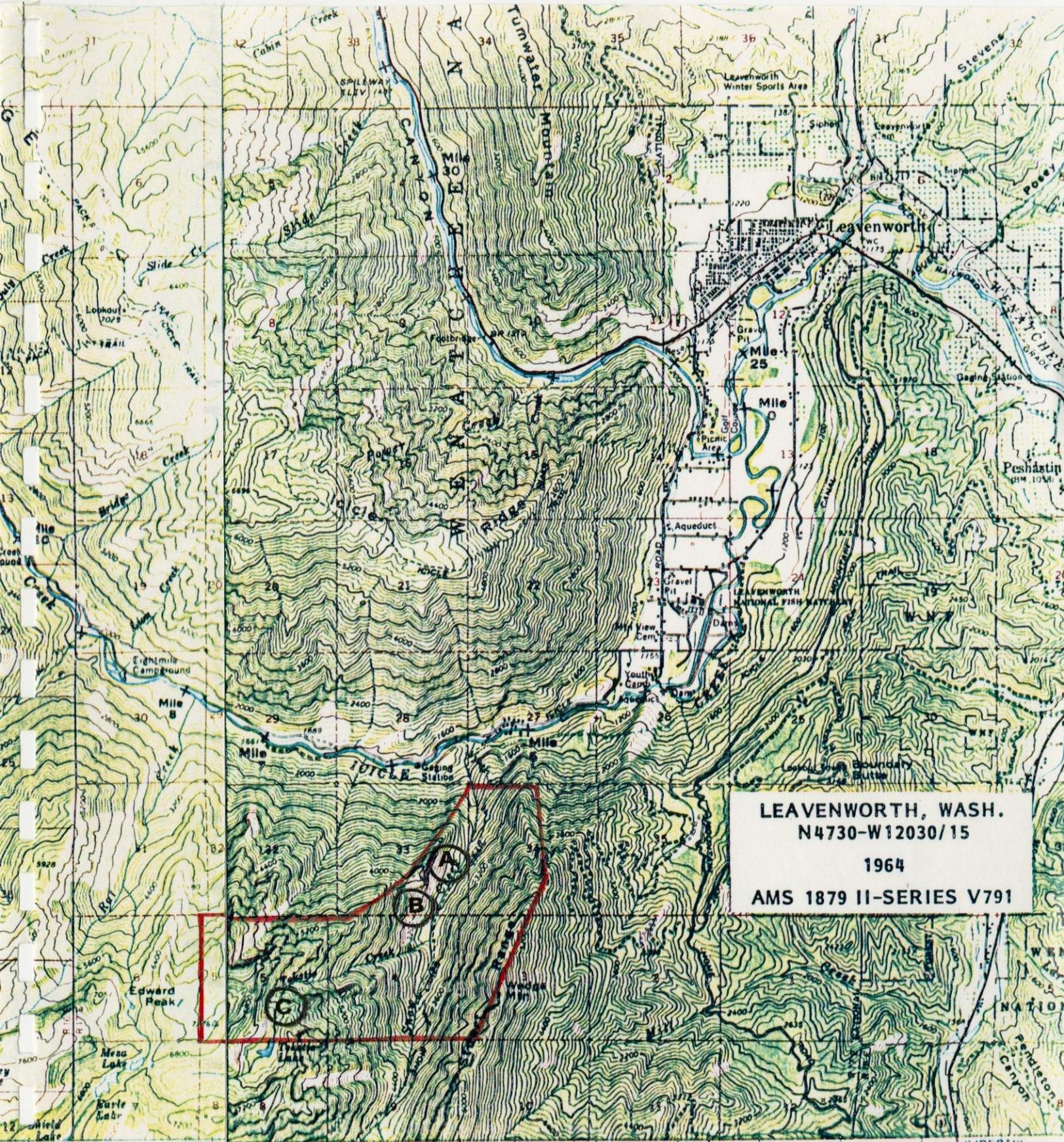
Comparable 8: Looking North at South Face of Slope  
Photo A



Comparable 8: Looking South Up Falls Creek  
Photo B



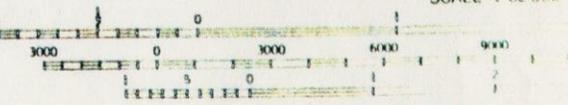
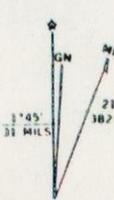
Comparable 8: Looking South Up Ravine on East Side of Section  
Photo C



**LEAVENWORTH, WASH.**  
**N4730-W12030/15**  
 1964  
 AMS 1879 II-SERIES V791

TOPOGRAPHICAL SURVEY, WASHINGTON, D.C. 1973

Mapped, edited, and published by the Geological Survey  
 Control by USGS and USC&GS  
 Topography by photogrammetric methods from aerial photographs taken 1963. Field checked 1964  
 Polyconic projection 1927 North American datum  
 10 000 foot grid based on Washington coordinate system, north zone  
 1000 meter Universal Transverse Mercator grid ticks, zone 10, shown in blue



CONTOUR INTERVAL 80 FEET  
 DOTTED LINES REPRESENT 40 FOOT INTERVALS  
 DATUM IS MEAN SEA LEVEL

U.S. GRID AND 1964 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

THIS MAP COMPLETES WITH NATIONAL MAP A-10  
 FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO  
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS

**WAWKUM MTS., WASH.**  
 N4730 W12045 15  
 1965

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
BEVERLY CURTIS COOK	320.00 640.00	C-80-349	S½ Section 27, Township 23 North, Range 17 East, W.M.; and Section 33, Township 23 North, Range 17 East, W.M., Chelan County.
JEAN O. BROWN	105.80	C-80-355	That part of Section 35, Township 23 North, Range 17 East, W.M., described as follow:  Commencing at the section corner common to Sections 26, 27, 34 and 35, as established by the Bureau of Land Management which is the point of beginning, thence South 89°45'00" East, 2300 feet (701m) along the section line between Sections 26 and 35 to a point on a ridge east of Ingalls Creek, thence South 09°45'00" West, 903 feet (275m) ascending the ridge to an angle point, thence South 42°00'00" West, 1242 feet (378m) following the ridge dividing Ingalls Creek and Negro Creek, thence South 39°45'00" West, 1457 feet (444m) to an angle point, thence South 61°15'00" West, 456 feet (139m) to intersection with the section line between Sections 34 and 35, thence North 00°15'00" East, 3164 feet (964m) along the section line between South 34 and South 35 to the point of beginning.
L. V. BROWN	215.50	C-80-365	That part of Section 27, Township 23 North, Range 17, E.W.M. described as follow:  Commencing at the section corner common to Sections 26, 27, 34 and 35, as established by the Bureau of Land Management which is the point of beginning, thence North 00°15'00" East, 4789 feet (1460m) along the section line between Sections 26 and 27 to a point on the ridge, thence North 79°45'00" West, 323 feet (98m) along the ridge to an angle point, thence South 84°00'00" West, 1623 feet (495m), thence South 73°30'00" West, 2511 feet (765m), thence North 83°30'00" West, 944 feet (288m) to an intersection with the section line between Sections 27 and 28, thence South 00°15'00" West, 4050 feet (1234m) along the section line to the section corner common to Sections 28, 27, 35 and 33, Sections 27 and 34 to the point of beginning, Excepting therefrom the South Half of said Section 27;
	640.00		Section 29, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and
	626.88		Section 31, Township 23 North, Range 17 East, W.M., Chelan County, Washington.

FEE *Delayed*  
FILED FOR RECORD

*Dept of Justice*

JUN 14 10 13 AM '82

*Lis Pendens*  
BOOK 797 PAGE 610-22  
CHELAN COUNTY REC'D  
WENATCHEE, WASH.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

vs.

22,425 Acres of Land, more or less,  
in the County of Chelan, State of  
Washington; PACK RIVER MANAGEMENT  
COMPANY, a corporation, as the  
successor in the voluntary dissolu-  
tion of the Pack River Company;  
RICHARD CHASTEK, as trustee of an  
express trust for benefit of  
Patrick C. Chastek; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Beverly Curtis Cook;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Josephine H. Brown; SHEILA D. BROWN;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Deborah Ann Hansen; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Stephanie M. Brown;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Joyce Esposito; JEAN O. BROWN;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Gary R. Chastek; RICHARD CHASTEK,  
as trustee of an express trust for  
the benefit of Thomas D. Chastek;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of

C-82-350-RJM

LIS PENDENS AS TO  
TRACTS 136A, 136B,  
136C, 136D, 136E,  
136F, 136G, 136H,  
136I, 136J, 136K,  
136L, 136M, 136N,  
136O, 136P, 136Q,  
136R, 1636, 136T

BOOK 797 PAGE 610

LIS PENDENS - 1

Sl: s

Lawrence F. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Patricia E.  
Brown; RICHARD CHASTEK, as trustee  
of an express trust for the benefit  
of Michael P. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Lawrence V.  
Brown, Jr.; J. M. BROWN, JR.;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Jacqueline G. Brown; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Jean  
Huguenin; L. V. BROWN; CHESTER  
CHASTEK; CATHERINE J. CHASTEK;  
CHELAN COUNTY, Washington, a  
municipal corporation; and  
UNKNOWN OWNERS,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced  
and is now pending in the above-entitled Court by the United  
States of America as plaintiff against the above-named  
defendants that the objects and purposes of said action are as  
follows:

1. Pursuant to the authorities and for the public uses  
set forth on Schedule A, attached hereto, to acquire interests  
in certain lands in Chelan County, Washington, as said interests  
(estates) and said lands are described and set forth on Schedule  
B, attached hereto.

2. To determine a just and proper award and compensation  
for said property, to determine the parties entitled to receive  
such compensation, and to decree said property to be the

LIS PENDENS - 2

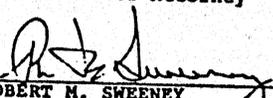
Sl: s

BOOK 797 PAGE 611

property of the United States; and for such other relief as to  
the Court may seem proper in the premises.

DATED this 8th day of June, 1982.

JOHN E. LAMP  
United States Attorney

  
ROBERT M. SWEENEY  
Assistant United States Attorney

Post Office Box 1494  
Spokane, WA 99210-1494

Telephone: (509) 456-3811

SCHEDULE A

The authority for the taking is the Act of August 1, 1888  
(25 Stat. 357, 40 U.S.C. 257), and pursuant to the Congressional  
intention, direction and conditions as expressed in Section 4 of  
the Act of July 12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note).

The public uses for which said property is taken are to  
manage the land in accordance with the purposes of Act of July  
12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note), and for all other  
lawful purposes.

BOOK 797 PAGE 612

BOOK 797 PAGE 613

SCHEDULE B

The estate to be acquired is the fee simple title to the lands hereinafter set forth and described.

Parcel A

Tract #136a

The West Half of the Northwest Quarter ( $\frac{1}{2}\frac{1}{4}$ ) and the North Half of the Northwest Quarter of the Southwest Quarter ( $\frac{1}{4}\frac{1}{4}\frac{1}{2}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel B

Tract #136b

The South Half of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 33, Township 23 North, Range 17 East, W.M., Chelan County, Washington;

Being 960 acres, more or less.

Parcel C

Tract #136c

Section 3, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 9, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1,326.56 acres, more or less.

Parcel D

Tract #136d

The West Half of the Southwest Quarter ( $\frac{1}{2}\frac{1}{4}$ ) of Section 17, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 19, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

That Portion of Section 27, Township 26 North, Range 16 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the West line of Section 27, said point being North  $01^{\circ}00'$  East, 2459 feet from the Southwest corner of said Section 27; thence South  $84^{\circ}00'$  East, 2392 feet; thence South  $76^{\circ}45'$  East, 659 feet; thence South  $59^{\circ}45'$  East, 511 feet; thence South  $52^{\circ}00'$  East, 677 feet; thence North  $84^{\circ}15'$  East, 1261 feet to a point on the East line of Section 27, said point being North  $01^{\circ}00'$  East, 1552 feet from the Southeast corner of said Section 27.

Also Section 29, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 31, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 2,237.13 acres, more or less.

Parcel E

Tract #136e

Section 19, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half ( $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington;

Being 929.40 acres, more or less.

Parcel F

Tract #136f

The West Half ( $\frac{1}{2}$ ) of Section 5, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 7, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 979.95 acres, more or less.

Parcel G

Tract #136g

The East Half of the Northwest Quarter ( $\frac{1}{2}\frac{1}{4}$ ) and the North Half of the Northeast Quarter of the Southwest Quarter ( $\frac{1}{4}\frac{1}{4}\frac{1}{2}$ ) of Section 33, Township 26 North, Range 16 East, W. M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel H

Tract #136h

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 27, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 27, said point being North 01°00' East, 730 feet from the Southeast corner of said Section 27; thence North 68°15' West, 55 feet; thence North 46°30' West, 803 feet; thence South 85°00' West, 260 feet; thence North 71°15' West, 485 feet; thence North 40°00' West, 594 feet; thence North 67°15' West, 152 feet; thence North 46°30' West, 944 feet; thence North 73°30' West, 271 feet; thence North 65°30' West, 330 feet; thence North 46°45' West, 634 feet; thence North 64°30' West, 1087 feet; thence North 42°00' West, 692 feet; thence South 58°00' West, 260 feet to a point on the West line of Section 27, said point being South 01°00' West, 1255 feet from the Northwest corner of said Section 27.

Also that portion of fractional Section 1, Township 24 North, Range 16 East, W.M., Chelan County, Washington, lying east of the following described line:

Beginning at a point on the North line of Section 1, said point South 89°15' West, 2218 feet from the Northeast corner of said Section 1; thence South 71°45' East, 1231 feet; thence South 14°00' West, 1151 feet; thence South 03°45' East, 939 feet; thence South 29°15' East, 982 feet; thence South 29°15' East, 938 feet; thence South 12°15' East, 571 feet; thence South 38°00' East, 227 feet; thence North 87°15', 110 feet to a point on the East line of Section 1, said point being South 00°30' East, 4881 feet from the Northeast corner of said Section 1.

Also Section 17, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington, except that parcel described as follows:

Beginning at the East quarter-corner of Section 29, Township 24 North, Range 16 East, W.M., thence South 52°01'00" West, 123.09 feet; thence South 83°12'30" West, 252.33 feet; thence South 64°46'37.5" West, 110.56 feet; thence South 34°35'22.5" West, 106.85 feet; thence South 39°22'03.8" West, 180.38 feet; thence South 56°57'56.3" West, 296.28 feet to a one and one-half inch (1 $\frac{1}{2}$ " ) iron pipe, and the true

Tract #136h (Cont.)

point of beginning; thence North 34°29'06.3" West, 514.64 feet; thence North 86°43'41.4" West, 679.45 feet; thence South 19°00'54.7" West, 867.59 feet; thence North 84°46'21.5" East, 1240.15 feet; thence North 04°04'47.7" East, 244.89 feet to the true point of beginning.

Also that portion of Section 33, Township 24 North, Range 17 East, W.M., Chelan County, Washington, lying south and east of the following described line:

Beginning at the Northeast section corner of said Section 33, thence South 15°15' West, 810 feet; thence South 24°15' West 814 feet, thence South 40°00' West, 893 feet; thence South 34°45' West, 1348 feet; thence South 43°15' West, 636 feet, thence South 74°15' West, 912 feet; thence South 46°15' West, 1782 feet to a point on the south line of Section 33, said point being North 89°45' West, 4465 feet from the Southeast corner of said Section 33.

Also that portion of fractional Section 3, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying north and west of the following described line:

Beginning at a point on the North line of Section 3, said point being South 89°45' East, 2639 feet from the Northwest corner of said Section 3; thence South 33°00' West, 8 feet; thence South 23°15' West, 1092 feet; thence South 18°00' West, 1201 feet; thence South 08°15' West, 1032 feet; thence South 00°30' East, 440 feet; thence South 37°45' West, 484 feet; thence South 21°00' West, 1076 feet; thence South 89°30' West, 200 feet; thence South 28°45' West, 59.27 feet to a point on the South section line of Section 3, said point being South 89°45' East, 800 feet from the Southwest corner of said Section 3.

Also Section 5, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 35, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying west of the following described line:

Beginning at a point on the North line of Section 35, said point being on a ridge east of Ingalls Creek South 89°45' East, 2300 feet from the Northwest corner of said Section 35; thence South 09°45' West, 903 feet ascending the ridge to an angle point; thence South 42°00' West, 1242 feet following the ridge between Ingalls Creek and Negro Creek; thence South 39°45' West, 1457 feet to an angle point; thence South 61°15' West, 456 feet to a point on the West section line of Section 35, said point being South 00°15' West, 3164 feet from the Northwest corner of said Section 35.

Being 3,488.63 acres, more or less.

Parcel I

Tract 1361

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 120 acres, more or less.

Parcel J

Tract #136j

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ); the South Half of the Southwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ); the North Half of the Northwest Quarter of the SE $\frac{1}{4}$ (N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); the North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel K

Tract #136k

The South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ); the South Half of the Northwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Range 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel L

Tract #136l

That portion of Section 31, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 31, said point being South 00°15' West, 4281 feet from the Northeast corner of said Section 31, and also being a point on the 3,400 contour line along which line this described line follows; thence South 80°15' West, 121 feet; thence North 73°15' West, 479 feet; thence South 71°15' West, 441 feet; thence South 89°45' West, 1337 feet, thence North 88°00' West, 519 feet; thence South 68°00' West, 429 feet; thence South 87°30' West, 998 feet; thence North 15°30' West, 227 feet; thence South 41°45' West, 268 feet; thence South 76°30' West, 348 feet to a point on the West line of Section 31, being also a point on the 3,400 foot contour line, and being South 00°15' West, 4775 feet from the Northwest corner of said Section 31.

Also, Section 13, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1195.11 acres, more or less.

Parcel M

Tract #136m

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the North Half of the Southwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 103.59 acres more or less.

Parcel N

Tract #136n

Section 17, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 960.0 acres, more or less.

Parcel O

Tract #136o

Section 7, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 5, Township 25 North; Range 16 East, W.M., Chelan County, Washington; and

Section 11, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 15, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

That portion of Section 19, Township 25 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point of the West line of Section 19, said point being North 00°45' West, 4603 feet from the Southwest corner of said Section 19; thence South 68°15' East, 2606 feet; thence South 84°45' East, 2238 feet; thence South 42°15' West, 779 feet; thence South 17°15' West, 462 feet; thence South 03°00' West, 1183 feet; thence South 32°45' East, 324 feet; thence South 74°45' East, 1239 feet to a point on the East line of Section 19, said point being North 00°45' West, 580 feet from the Southeast corner of said Section 19.

Also, Section 29, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 3,579.70 acres, more or less.

Parcel P

Tract #1136p

Section 25, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 21, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting that parcel described as follows:

Beginning at the South Quarter corner of Section 21, Township 24 North, Range 16 East, W.M., thence North  $10^{\circ}09'15.4''$  West, 466.95 feet to a one and one-half inch ( $1\frac{1}{2}''$ ) iron pipe and the true point of beginning; thence North  $10^{\circ}09'15.4''$  West, 894.38 feet; thence North  $80^{\circ}17'28.3''$  East, 1190.03 feet; thence South  $10^{\circ}09'15.4''$  East, 894.38 feet; thence South  $80^{\circ}17'28.3''$  West, 1190.03 feet to the true point of beginning.

Being 1255.57 acres, more or less.

Parcel Q

Tract #1136q

Section 31, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

Section 33, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting Government Lot 1;

Being 1208.80 acres, more or less.

Parcel R

Tract #1136r

That portion of Section 31, Township 26 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point on the South line of Section 31, said point being South  $89^{\circ}45'$  East, 2863 feet from the Southwest corner of said Section 31; thence along the ridge North  $16^{\circ}15'$  West, 1526 feet; thence North  $32^{\circ}30'$  West, 1452 feet; thence North  $52^{\circ}30'$  West, 2227 feet to a point on the West line of Section 31, said point being North  $01^{\circ}15'$  West, 4036 feet from the Southwest corner of said Section 31.

Also Section 1, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 29, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of the North Half ( $N\frac{1}{2}$ ) of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the East line of Section 27, said point being North  $00^{\circ}15'$  East, 4789 feet from the Southeast corner of said Section 27; thence North  $79^{\circ}45'$  West, 323 feet along the ridge to an angle point; thence South  $84^{\circ}00'$  West, 1623 feet; thence South  $73^{\circ}30'$  West, 2911 feet; thence North  $83^{\circ}30'$  West, 944 feet to a point on the West line of Section 27, said point being North  $00^{\circ}15'$  East, 4050 feet from the Southwest corner of said Section 27.

Being 2,342.92 acres, more or less.

Parcel S

Tract #136a

Section 23, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

Parcel T

Tract #136t

Section 21, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

COMPARABLE SALES ANALYSIS FOR NO. 9 - PACK RIVER #2

LOCATION: Chelan County, Washington. Part of the Alpine Lakes Wilderness Area. Lies between Interstate 90 on the south and U.S. Highway 2 on the north.

SIZE: 1,028 ACRES

NOMINAL SALES PRICE: \$1,483,167

UNADJUSTED LAND VALUE: \$1,443/ACRE

ADJUSTED LAND VALUE: \$1,443/ACRE

SALES DATE: 12/82

GRANTOR: Chastek et.al.

GRANTEE: United States Forest Service

DOCUMENTS: Legal description and deed of sale.

LEGAL DESCRIPTION: See attached legal description.

AERIAL PHOTOGRAPH: Available

PURPOSE: Wilderness

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: Insignificant value, did not acquire for timber.

MINERAL RIGHTS: Acquired but negligible.

LEGAL ATTRIBUTES: Federal, county, and private covenants on use or pace of development and logging. Operational joint road agreement between Pack River and the previous owners. Subject to access relative to the exercise of mineral rights reserved by a previous owner, The Sawyer Trust.

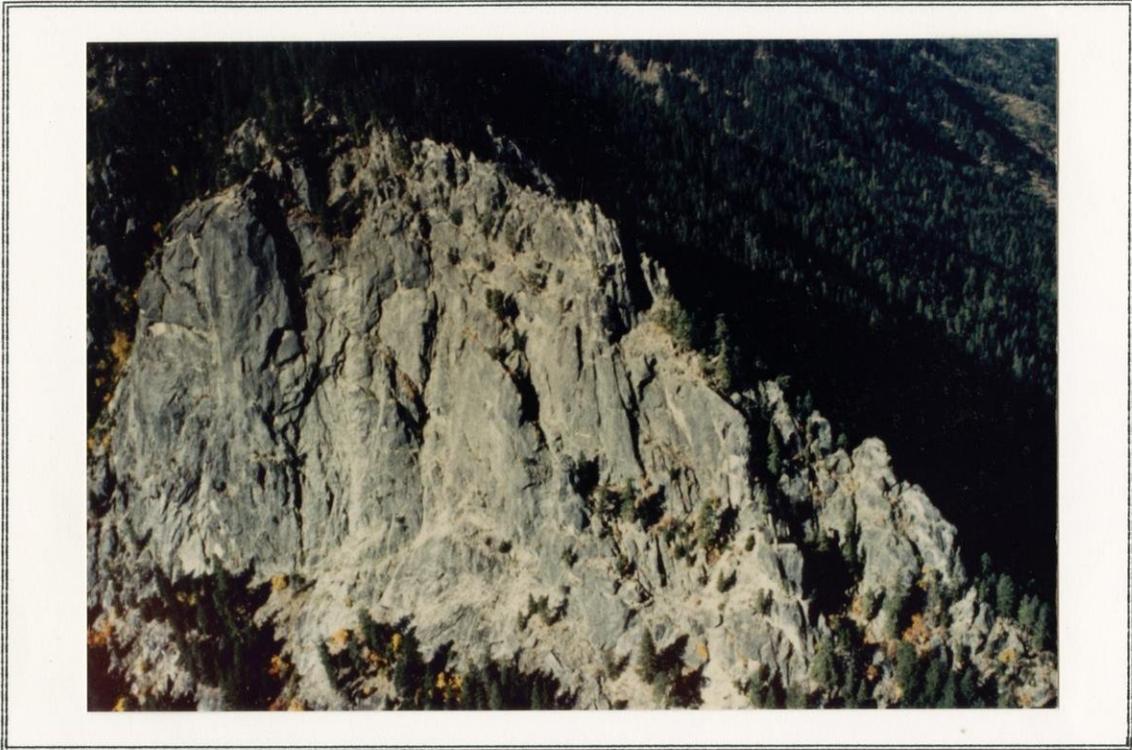
LINKAGE ATTRIBUTES: Access point to usable logging roads and recreational trail heads. Snow Creek is main entrance point to the Enchanteds.

DYNAMIC ATTRIBUTES: Unique scenic beauty.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.

The locations of Photos A, B, and C are illustrated on the topographical map following the photographs



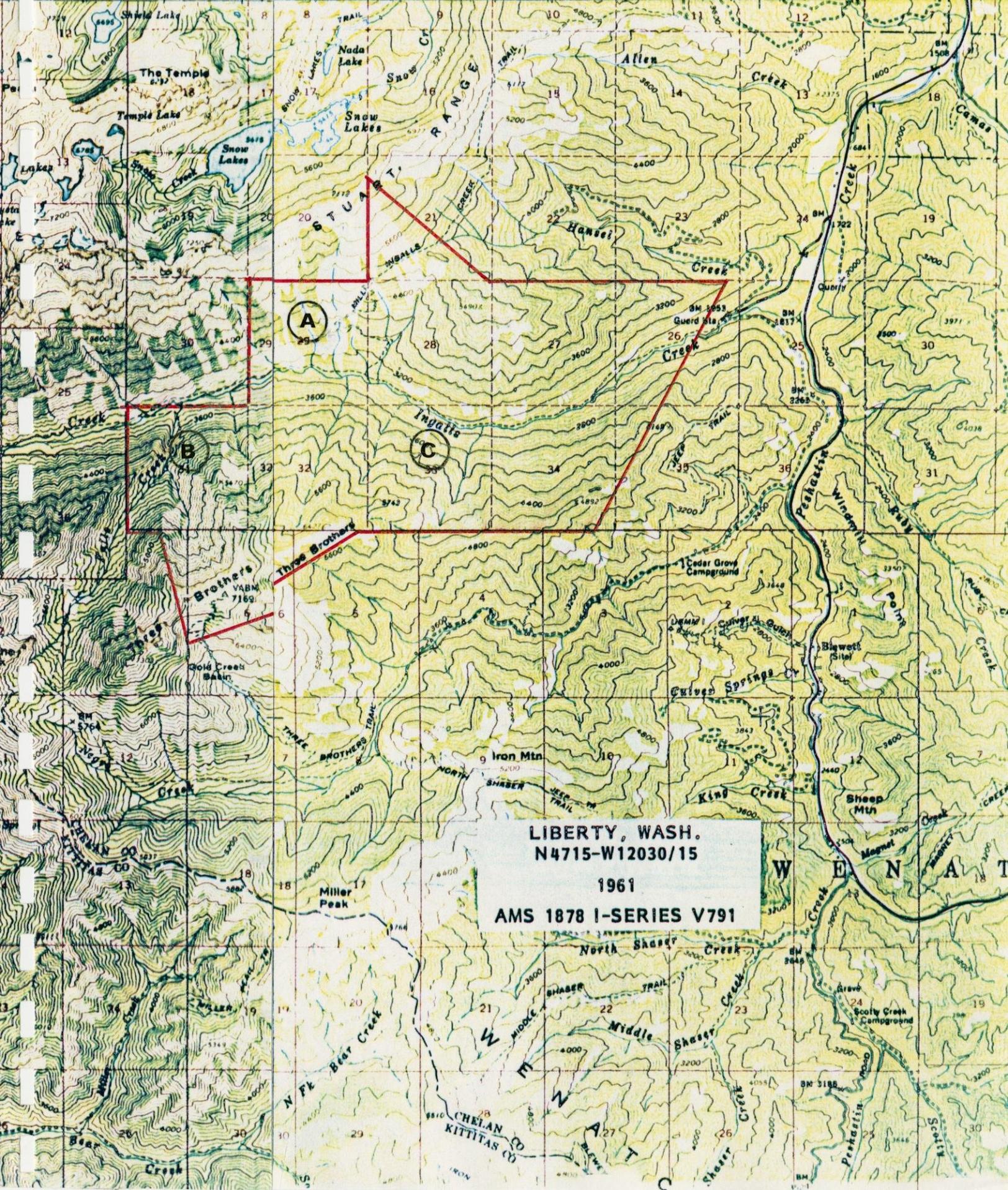
Comparable 9: Looking West, Close-up of Rock Outcrop  
Photo A



Comparable 9: Looking Northeast  
Photo B



Comparable 9: Looking North Up Icicle Creek  
Photo C



LIBERTY, WASH.  
N4715-W12030/15  
1961  
AMS 1878 I-SERIES V791

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
JEAN O. BROWN	206.90	C-80-355	<p>That part of Section 33, Township 24 North, Range 17, E.W.M. described as follow:</p> <p>Commencing at the section corner common to Sections 27, 28, 33 and 34 which is located on the Alpine Lakes Intended Wilderness Boundary (Snow Creek Parcel) point of beginning, thence South 00°15'00" West, 5280 feet (1609m) along the section line between Sections 33 and 34, Township 24 North, Range 17 East, W.M., to the section corner common to said sections, thence North 89°45'00" West, 4465 feet (1361m) along the township line between townships 23 North and 24 North, Range 17 East, W.M., to angle point 16-1 located on the Alpine Lakes Intended Wilderness Boundary, thence North 46°15'00" East, 1782 feet (543m), North 74°15'00" East, 912 feet (278m), North 43°15'00" East, 636 feet (194m), North 34°45'00" East, 1348 feet (411m), North 40°00'00" East, 893 feet (272m), North 24°15'00" East, 814 feet (248m), North 15°15'00" East, 810 feet (247m) to the point of beginning;</p>
	210.70	C-80-355	<p>That part of fractional Section 3, Township 23 North, Range 17, E.W.M. described as follows:</p> <p>Beginning at the section corner common to Sections 3, 4, 9, 10, Township 23 North, Range 17 East, W.M., thence North 00°15'00" East, 5062 feet (1543m) along the section line to the section corner common to Sections 3 and 4, Township 23 North, Range 17 East, W.M., thence South 89°45'00" East, 2639 feet (804m) along the township line between Township 24 North and Township 23 North, Range 17 East, W.M. to a point on the Alpine Lakes Intended Wilderness Boundary from which angle point 16-4 bears North 33°00'00" East, 1838 feet (560m) thence South 33°00'00" West, 8 feet (2.4m), thence South 23°15'00" West, 1092 feet (333m), South 18°00'00" West, 1201 feet (366m), South 08°15'00" West, 1032 feet (315m) to an angle point 16-5 (top of Wedge Mountain) on the Alpine Lakes Intended Wilderness Boundary, thence South 00°30'00" East, 440 feet (134m), South 37°45'00" West, 484 feet (147m), South 21°15'00" West, 1076 feet (328m), South 89°30'00" West, 200 feet (61m) to angle point #18 on the Alpine Lakes Wilderness Boundary, thence South 28°45'00" West, 59.27 feet (18m) to a point on the section line between Sections 3 and 10, thence North 89°45'00" West, 800 feet (244m) along the section line to the point of beginning;</p>
	610.56	C-80-355	Section 5, Township 23 North, Range 17 East, W.M., Chelan County, Washington;

FEE *Delayed*  
FILED FOR RECORD

*Dept of Justice*

JUN 14 10 13 AM '82

*Lis Pendens*  
BOOK 797 PAGE 610-22  
CHELAN COUNTY WASH.  
WENATCHEE, WASH.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

vs.

22,425 Acres of Land, more or less,  
in the County of Chelan, State of  
Washington; PACK RIVER MANAGEMENT  
COMPANY, a corporation, as the  
successor in the voluntary dissolu-  
tion of the Pack River Company;  
RICHARD CHASTEK, as trustee of an  
express trust for benefit of  
Patrick C. Chastek; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Beverly Curtis Cook;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Josephine H. Brown; SHEILA D. BROWN;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Deborah Ann Hansen; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Stephanie M. Brown;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Joyce Esposito; JEAN O. BROWN;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Gary R. Chastek; RICHARD CHASTEK,  
as trustee of an express trust for  
the benefit of Thomas D. Chastek;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of

C-82-350-RJM

LIS PENDENS AS TO  
TRACTS 136A, 136B,  
136C, 136D, 136E,  
136F, 136G, 136H,  
136I, 136J, 136K,  
136L, 136M, 136N,  
136O, 136P, 136Q,  
136R, 163S, 136T

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LIS PENDENS - 1

Sl:s

Lawrence F. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Patricia E.  
Brown; RICHARD CHASTEK, as trustee  
of an express trust for the benefit  
of Michael P. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Lawrence V.  
Brown, Jr.; J. M. BROWN, JR.;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Jacqueline G. Brown; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Jean  
Huguenin; L. V. BROWN; CHESTER  
CHASTEK; CATHERINE J. CHASTEK;  
CHELAN COUNTY, Washington, a  
municipal corporation; and  
UNKNOWN OWNERS,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced  
and is now pending in the above-entitled Court by the United  
States of America as plaintiff against the above-named  
defendants that the objects and purposes of said action are as  
follows:

1. Pursuant to the authorities and for the public uses  
set forth on Schedule A, attached hereto, to acquire interests  
in certain lands in Chelan County, Washington, as said interests  
(estates) and said lands are described and set forth on Schedule  
B, attached hereto.

2. To determine a just and proper award and compensation  
for said property, to determine the parties entitled to receive  
such compensation, and to decree said property to be the

LIS PENDENS - 2

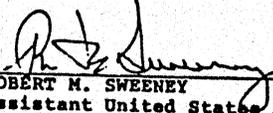
Sl:s

BOOK 797 PAGE 611

property of the United States; and for such other relief as to  
the Court may seem proper in the premises.

DATED this 9th day of June, 1982.

JOHN E. LAMP  
United States Attorney

  
ROBERT M. SWEENEY  
Assistant United States Attorney

Post Office Box 1494  
Spokane, WA 99210-1494

Telephone: (509) 456-3811

SCHEDULE A

The authority for the taking is the Act of August 1, 1888  
(25 Stat. 357, 40 U.S.C. 257), and pursuant to the Congressional  
intention, direction and conditions as expressed in Section 4 of  
the Act of July 12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note).

The public uses for which said property is taken are to  
manage the land in accordance with the purposes of Act of July  
12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note), and for all other  
lawful purposes.

BOOK 797 PAGE 612

BOOK 797 PAGE 613

SCHEDULE B

The estate to be acquired is the fee simple title to the lands hereinafter set forth and described.

Parcel A

Tract #136a

The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Northwest Quarter of the Southwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel B

Tract #136b

The South Half of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 33, Township 23 North, Range 17 East, W.M., Chelan County, Washington;

Being 960 acres, more or less.

Parcel C

Tract #136c

Section 3, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 9, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1,326.56 acres, more or less.

Parcel D

Tract #136d

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 17, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 19, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

That Portion of Section 27, Township 26 North, Range 16 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the West line of Section 27, said point being North 01°00' East, 2459 feet from the Southwest corner of said Section 27; thence South 84°00' East, 2392 feet; thence South 76°45' East, 659 feet; thence South 59°45' East, 511 feet; thence South 52°00' East, 677 feet; thence North 84°15' East, 1261 feet to a point on the East line of Section 27, said point being North 01°00' East, 1552 feet from the Southeast corner of said Section 27.

Also Section 29, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 31, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 2,237.13 acres, more or less.

Parcel E

Tract #136e

Section 19, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington;

Being 929.40 acres, more or less.

Parcel F

Tract #136f

The West Half (W $\frac{1}{2}$ ) of Section 5, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 7, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 979.95 acres, more or less.

Parcel G

Tract #136g

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W. M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel H

Tract #136h

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 27, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 27, said point being North 01°00' East, 730 feet from the Southeast corner of said Section 27; thence North 68°15' West, 55 feet; thence North 46°30' West, 803 feet; thence South 85°00' West, 260 feet; thence North 71°15' West, 485 feet; thence North 40°00' West, 594 feet; thence North 67°15' West, 152 feet; thence North 46°30' West, 944 feet; thence North 73°30' West, 271 feet; thence North 65°30' West, 330 feet; thence North 46°45' West, 634 feet; thence North 64°30' West, 1087 feet; thence North 42°00' West, 692 feet; thence South 58°00' West, 260 feet to a point on the West line of Section 27, said point being South 01°00' West, 1255 feet from the Northwest corner of said Section 27.

Also that portion of fractional Section 1, Township 24 North, Range 16 East, W.M., Chelan County, Washington, lying east of the following described line:

Beginning at a point on the North line of Section 1, said point South 89°15' West, 2218 feet from the Northeast corner of said Section 1; thence South 71°45' East, 1231 feet; thence South 14°00' West, 1151 feet; thence South 03°45' East, 939 feet; thence South 29°15' East, 982 feet; thence South 29°15' East, 938 feet; thence South 12°15' East, 571 feet; thence South 38°00' East, 227 feet; thence North 87°15', 110 feet to a point on the East line of Section 1, said point being South 00°30' East, 4881 feet from the Northeast corner of said Section 1.

Also Section 17, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington, except that parcel described as follows:

Beginning at the East quarter-corner of Section 29, Township 24 North, Range 16 East, W.M., thence South 52°01'00" West, 123.09 feet; thence South 83°12'30" West, 252.33 feet; thence South 64°46'37.5" West, 110.56 feet; thence South 34°35'22.5" West, 106.85 feet; thence South 39°22'03.8" West, 180.38 feet; thence South 56°57'56.3" West, 296.28 feet to a one and one-half inch (1 $\frac{1}{2}$ " ) iron pipe, and the true

Tract #136h (Cont.)

point of beginning; thence North 34°29'06.3" West, 514.64 feet; thence North 86°43'41.4" West, 679.45 feet; thence South 19°00'54.7" West, 867.59 feet; thence North 84°46'21.5" East, 1240.15 feet; thence North 04°04'47.7" East, 244.89 feet to the true point of beginning.

Also that portion of Section 33, Township 24 North, Range 17 East, W.M., Chelan County, Washington, lying south and east of the following described line:

Beginning at the Northeast section corner of said Section 33, thence South 15°15' West, 810 feet; thence South 24°15' West 814 feet, thence South 40°00' West, 893 feet; thence South 34°45' West, 1348 feet; thence South 43°15' West, 636 feet, thence South 74°15' West, 912 feet; thence South 46°15' West, 1782 feet to a point on the south line of Section 33, said point being North 89°45' West, 4465 feet from the Southeast corner of said Section 33.

Also that portion of fractional Section 3, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying north and west of the following described line:

Beginning at a point on the North line of Section 3, said point being South 89°45' East, 2639 feet from the Northwest corner of said Section 3; thence South 33°00' West, 8 feet; thence South 23°15' West, 1092 feet; thence South 18°00' West, 1201 feet; thence South 08°15' West, 1032 feet; thence South 00°30' East, 440 feet; thence South 37°45' West, 484 feet; thence South 21°00' West, 1076 feet; thence South 89°30' West, 200 feet; thence South 28°45' West, 59.27 feet to a point on the South section line of Section 3, said point being South 89°45' East, 800 feet from the Southwest corner of said Section 3.

Also Section 5, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 35, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying west of the following described line:

Beginning at a point on the North line of Section 35, said point being on a ridge east of Ingalls Creek South 89°45' East, 2300 feet from the Northwest corner of said Section 35; thence South 09°45' West, 903 feet ascending the ridge to an angle point; thence South 42°00' West, 1242 feet following the ridge between Ingalls Creek and Negro Creek; thence South 39°45' West, 1457 feet to an angle point; thence South 61°15' West, 456 feet to a point on the West section line of Section 35, said point being South 00°15' West, 3164 feet from the Northwest corner of said Section 35.

Being 3,488.63 acres, more or less.

Parcel I

Tract 1361

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 120 acres, more or less.

Parcel J

Tract #136j

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ); the South Half of the Southwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ); the North Half of the Northwest Quarter of the SE $\frac{1}{4}$ (N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); the North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel K

Tract #136k

The South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ); the South Half of the Northwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Range 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel L

Tract #136l

That portion of Section 31, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 31, said point being South 00°15' West, 4281 feet from the Northeast corner of said Section 31, and also being a point on the 3,400 contour line along which line this described line follows; thence South 80°15' West, 121 feet; thence North 73°15' West, 479 feet; thence South 71°15' West, 441 feet; thence South 89°45' West, 1337 feet, thence North 88°00' West, 519 feet; thence South 68°00' West, 429 feet; thence South 87°30' West, 998 feet; thence North 15°30' West, 227 feet; thence South 41°45' West, 268 feet; thence South 76°30' West, 348 feet to a point on the West line of Section 31, being also a point on the 3,400 foot contour line, and being South 00°15' West, 4775 feet from the Northwest corner of said Section 31.

Also, Section 13, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1195.11 acres, more or less.

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Parcel M

Tract #136m

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the North Half of the Southwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 103.59 acres more or less.

Parcel N

Tract #136n

Section 17, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 960.0 acres, more or less.

Parcel O

Tract #136o

Section 7, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 5, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 11, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 15, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

That portion of Section 19, Township 25 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point of the West line of Section 19, said point being North 00°45' West, 4603 feet from the Southwest corner of said Section 19; thence South 68°15' East, 2606 feet; thence South 84°45' East, 2238 feet; thence South 42°15' West, 779 feet; thence South 17°15' West, 462 feet; thence South 03°00' West, 1183 feet; thence South 32°45' East, 324 feet; thence South 74°45' East, 1239 feet to a point on the East line of Section 19, said point being North 00°45' West, 580 feet from the Southeast corner of said Section 19.

Also, Section 29, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 3,579.70 acres, more or less.

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Parcel P

Tract #136p

Section 25, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 21, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting that parcel described as follows:

Beginning at the South Quarter corner of Section 21, Township 24 North, Range 16 East, W.M., thence North  $10^{\circ}09'15.4''$  West, 466.95 feet to a one and one-half inch ( $1\frac{1}{2}''$ ) iron pipe and the true point of beginning; thence North  $10^{\circ}09'15.4''$  West, 894.38 feet; thence North  $80^{\circ}17'28.3''$  East, 1190.03 feet; thence South  $10^{\circ}09'15.4''$  East, 894.38 feet; thence South  $80^{\circ}17'28.3''$  West, 1190.03 feet to the true point of beginning.

Being 1255.57 acres, more or less.

Parcel Q

Tract #136q

Section 31, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

Section 33, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting Government Lot 1;

Being 1208.80 acres, more or less.

Parcel R

Tract #136r

That portion of Section 31, Township 26 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point on the South line of Section 31, said point being South  $89^{\circ}45'$  East, 2863 feet from the Southwest corner of said Section 31; thence along the ridge North  $16^{\circ}15'$  West, 1526 feet; thence North  $32^{\circ}30'$  West, 1452 feet; thence North  $52^{\circ}30'$  West, 2227 feet to a point on the West line of Section 31, said point being North  $01^{\circ}15'$  West, 4036 feet from the Southwest corner of said Section 31.

Also Section 1, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 29, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of the North Half ( $N\frac{1}{2}$ ) of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the East line of Section 27, said point being North  $00^{\circ}15'$  East, 4789 feet from the Southeast corner of said Section 27; thence North  $79^{\circ}45'$  West, 323 feet along the ridge to an angle point; thence South  $84^{\circ}00'$  West, 1623 feet; thence South  $73^{\circ}30'$  West, 2311 feet; thence North  $83^{\circ}30'$  West, 944 feet to a point on the West line of Section 27, said point being North  $00^{\circ}15'$  East, 4050 feet from the Southwest corner of said Section 27.

Being 2,342.92 acres, more or less.

Parcel S

Tract #136s

Section 23, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

Parcel T

Tract #136t

Section 21, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

COMPARABLE SALES ANALYSIS FOR NO. 10 - PACK RIVER #3

LOCATION: Chelan County, Washington. Part of the Alpine Lakes Wilderness Area. Lies between Interstate 90 on the south and U.S. Highway 2 on the north.

SIZE: 3,697 ACRES

NOMINAL SALES PRICE: \$4,545,229

UNADJUSTED LAND VALUE: \$3,697/ACRE

ADJUSTED LAND VALUE: \$3,697/ACRE

SALES DATE: 12/82

GRANTOR: Chastek et.al.

GRANTEE: United States Forest Service

DOCUMENTS: Legal description and deed of sale.

LEGAL DESCRIPTION: See attached legal description.

AERIAL PHOTOGRAPH: Available

PURPOSE: Wilderness

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: Modest value, did not acquire for timber.

MINERAL RIGHTS: Acquired but negligible.

LEGAL ATTRIBUTES: Federal, county, and private covenants on use or pace of development and logging. Operational joint road agreement between Pack River and the previous owners. Subject to access relative to the exercise of mineral rights reserved by a previous owner, The Sawyer Trust.

LINKAGE ATTRIBUTES: Access point to usable logging roads and recreational trail heads. Trout Creek trail head leads to the western slopes of Mt. Cashmere. Eightmile Creek logging road provides access to Eightmile and Colchuck Lakes.

DYNAMIC ATTRIBUTES: Unique scenic beauty.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.

The locations of Photos A, B, C, and D are illustrated  
on the topographical map following the photographs



Comparable 10: Looking Northwest from the Lake in the Southeast 1/4 of Section  
Photo A



Comparable 10: Looking West at North Slope  
Photo B



Comparable 10: Back Side of Mount Cashmere Looking Southwest  
Photo C



Comparable 10: From Peak 7057 to Mount Stuart and The Enchanteds  
Photo D



Comparable 10: Looking Southwest at Eightmile Mountain  
Photo E



III

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
DEBORAH ANN HANSEN	608.40 320.00	C-80-352	Section 19, Township 24 North, Range 16 East, W.M.; and W $\frac{1}{2}$ Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington.
JEAN O. BROWN	640.00	C-80-355	Section 17, Township 24 North, Range 16 East, W.M., Chelan County, Washington;
	302.75	C-80-355	The East Half of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington; Subject to a contract of sale, notice of which is recorded at Book 749, page 599, Chelan County Auditor's Office, for the following described parcel, and certain uses in connection therewith in Section 29 and Section 21, Township 24 North, Range 16 East. The description of the land sold in said contract of sale is as follows:  Beginning at the East $\frac{1}{4}$ corner of Section 29, Township 24 North, Range 16 East, W.M., and heading in a south-westerly direction, to the westerly shore of Lake Caroline, along a traverse line as follows:  Beginning at the East $\frac{1}{4}$ corner of Section 29, Township 24 North, Range 16 East, W.M., thence South 52°01'00" West, 123.09 feet, thence South 83°12'30" West, 252.33 feet, thence South 64°46'37.5" West, 110.56 feet, thence South 34°35'22.5" West, 106.85 feet, thence South 39°22'03.8" West, 180.38 feet, thence South 56°57'56.3" West, 296.28 feet to a one and one-half inch (1 $\frac{1}{2}$ " ) iron pipe, and the true point of beginning, thence North 34°29'06.3" West, 514.64 feet, thence North 86°43'41.4" West, 679.45 feet, thence South 19°00'54.7" West, 867.59 feet, thence North 84°46'21.5" East, 1240.15 feet, thence North 04°04'47.7" East, 244.89 feet to the true point of beginning;
JACQUELINE BROWN	615.57	C-80-363	Section 21, Township 24 North, Range 16 East, W.M., Chelan County, Washington; Subject to a contract of sale, notice of which is recorded at Book 749, page 599, Chelan County Auditor's Office, for the following described parcel, and certain uses provided for in connection therewith, in Section 21 and Section 29, Township 24 North, Range 16 East. The description of the land sold in said contract of sale is as follows:

III<sub>2</sub>

NAME

ACRES

COMPLAINT#

LEGAL

Beginning at the South Quarter Corner of Section 21, Township 24 North, Range 16 East, W.M., thence North 10°09'15.4" West, 466.95 feet to a one and one-half inch (1½") iron pipe and the true point of beginning, thence North 10°09'15.4" West, 894.38 feet, thence North 80°17'28.3" East, 1190.03 feet, thence South 10°09'15.4" East, 894.38 feet, thence south 80°17'28.3" West, 1190.03 feet to the true point of beginning;

BARBARA JEAN HUGUENIN 608.80 C-80-364

600.00

Section 31, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

Section 33, Township 24 North, Range 16 East, W.M., Chelan County, Washington, except Government Lot 1 in said Section 33.

FEE *Delayed*  
FILED FOR RECORD

*Dept of Justice*

JUN 14 10 13 AM '82

*John R. ...*  
BOOK 797 PAGE 610-22  
CHELAN COUNTY ALLIANCE  
WENATCHEE, WASH.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

vs.

22,425 Acres of Land, more or less,  
in the County of Chelan, State of  
Washington; PACK RIVER MANAGEMENT  
COMPANY, a corporation, as the  
successor in the voluntary dissolu-  
tion of the Pack River Company;  
RICHARD CHASTEK, as trustee of an  
express trust for benefit of  
Patrick C. Chastek; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Beverly Curtis Cook;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Josephine H. Brown; SHEILA D. BROWN;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Deborah Ann Hansen; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Stephanie M. Brown;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Joyce Esposito; JEAN O. BROWN;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Gary R. Chastek; RICHARD CHASTEK,  
as trustee of an express trust for  
the benefit of Thomas D. Chastek;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of

C-82-350-RJM

LIS PENDENS AS TO  
TRACTS 136A, 136B,  
136C, 136D, 136E,  
136F, 136G, 136H,  
136I, 136J, 136K,  
136L, 136M, 136N,  
136O, 136P, 136Q,  
136R, 163S, 136T

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LIS PENDENS - 1

Slis

Lawrence F. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Patricia E.  
Brown; RICHARD CHASTEK, as trustee  
of an express trust for the benefit  
of Michael P. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Lawrence V.  
Brown, Jr.; J. M. BROWN, JR.;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Jacqueline G. Brown; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Jean  
Huguenin; L. V. BROWN; CHESTER  
CHASTEK; CATHERINE J. CHASTEK;  
CHELAN COUNTY, Washington, a  
municipal corporation; and  
UNKNOWN OWNERS,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced  
and is now pending in the above-entitled Court by the United  
States of America as plaintiff against the above-named  
defendants that the objects and purposes of said action are as  
follows:

1. Pursuant to the authorities and for the public uses  
set forth on Schedule A, attached hereto, to acquire interests  
in certain lands in Chelan County, Washington, as said interests  
(estates) and said lands are described and set forth on Schedule  
B, attached hereto.

2. To determine a just and proper award and compensation  
for said property, to determine the parties entitled to receive  
such compensation, and to decree said property to be the

LIS PENDENS - 2

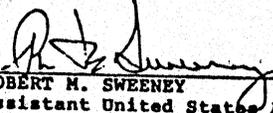
Slis

BOOK 797 PAGE 611

property of the United States; and for such other relief as to  
the Court may seem proper in the premises.

DATED this 9th day of June, 1982.

JOHN E. LAMP  
United States Attorney

  
ROBERT M. SWEENEY  
Assistant United States Attorney

Post Office Box 1494  
Spokane, WA 99210-1494

Telephone: (509) 456-3811

SCHEDULE A

The authority for the taking is the Act of August 1, 1888  
(25 Stat. 357, 40 U.S.C. 257), and pursuant to the Congressional  
intention, direction and conditions as expressed in Section 4 of  
the Act of July 12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note).

The public uses for which said property is taken are to  
manage the land in accordance with the purposes of Act of July  
12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note), and for all other  
lawful purposes.

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BOOK 797 PAGE 613

SCHEDULE B

The estate to be acquired is the fee simple title to the lands hereinafter set forth and described.

Parcel A

Tract #136a

The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Northwest Quarter of the Southwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel B

Tract #136b

The South Half of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 33, Township 23 North, Range 17 East, W.M., Chelan County, Washington;

Being 960 acres, more or less.

Parcel C

Tract #136c

Section 3, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 9, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1,326.56 acres, more or less.

Parcel D

Tract #136d

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 17, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 19, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

That Portion of Section 27, Township 26 North, Range 16 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the West line of Section 27, said point being North 01°00' East, 2459 feet from the Southwest corner of said Section 27; thence South 84°00' East, 2392 feet; thence South 76°45' East, 659 feet; thence South 59°45' East, 511 feet; thence South 52°00' East, 677 feet; thence North 84°15' East, 1261 feet to a point on the East line of Section 27, said point being North 01°00' East, 1552 feet from the Southeast corner of said Section 27.

Also Section 29, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 31, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 2,237.13 acres, more or less.

Parcel E

Tract #136e

Section 19, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington;

Being 929.40 acres, more or less.

Parcel F

Tract #136f

The West Half (W $\frac{1}{2}$ ) of Section 5, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 7, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 979.95 acres, more or less.

Parcel G

Tract #136g

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W. M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel H

Tract #136h

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 27, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 27, said point being North 01°00' East, 730 feet from the Southeast corner of said Section 27; thence North 68°15' West, 55 feet; thence North 46°30' West, 803 feet; thence South 85°00' West, 260 feet; thence North 71°15' West, 485 feet; thence North 40°00' West, 594 feet; thence North 67°15' West, 152 feet; thence North 46°30' West, 944 feet; thence North 73°30' West, 271 feet; thence North 65°30' West, 330 feet; thence North 46°45' West, 634 feet; thence North 64°30' West, 1087 feet; thence North 42°00' West, 692 feet; thence South 58°00' West, 260 feet to a point on the West line of Section 27, said point being South 01°00' West, 1255 feet from the Northwest corner of said Section 27.

Also that portion of fractional Section 1, Township 24 North, Range 16 East, W.M., Chelan County, Washington, lying east of the following described line:

Beginning at a point on the North line of Section 1, said point South 89°15' West, 2218 feet from the Northeast corner of said Section 1; thence South 71°45' East, 1231 feet; thence South 14°00' West, 1151 feet; thence South 03°45' East, 939 feet; thence South 29°15' East, 982 feet; thence South 29°15' East, 938 feet; thence South 12°15' East, 571 feet; thence South 38°00' East, 227 feet; thence North 87°15', 110 feet to a point on the East line of Section 1, said point being South 00°30' East, 4881 feet from the Northeast corner of said Section 1.

Also Section 17, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington, except that parcel described as follows:

Beginning at the East quarter-corner of Section 29, Township 24 North, Range 16 East, W.M., thence South 52°01'00" West, 123.09 feet; thence South 83°12'30" West, 252.33 feet; thence South 64°46'37.5" West, 110.56 feet; thence South 34°35'22.5" West, 106.85 feet; thence South 39°22'03.8" West, 180.38 feet; thence South 56°57'56.3" West, 296.28 feet to a one and one-half inch (1 $\frac{1}{2}$ " ) iron pipe, and the true

Tract #136h (Cont.)

point of beginning; thence North 34°29'06.3" West, 514.64 feet; thence North 86°43'41.4" West, 679.45 feet; thence South 19°00'54.7" West, 867.59 feet; thence North 84°46'21.5" East, 1240.15 feet; thence North 04°04'47.7" East, 244.89 feet to the true point of beginning.

Also that portion of Section 33, Township 24 North, Range 17 East, W.M., Chelan County, Washington, lying south and east of the following described line:

Beginning at the Northeast section corner of said Section 33, thence South 15°15' West, 810 feet; thence South 24°15' West 814 feet, thence South 40°00' West, 893 feet; thence South 34°45' West, 1348 feet; thence South 43°15' West, 636 feet, thence South 74°15' West, 912 feet; thence South 46°15' West, 1782 feet to a point on the south line of Section 33, said point being North 89°45' West, 4465 feet from the Southeast corner of said Section 33.

Also that portion of fractional Section 3, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying north and west of the following described line:

Beginning at a point on the North line of Section 3, said point being South 89°45' East, 2639 feet from the Northwest corner of said Section 3; thence South 33°00' West, 8 feet; thence South 23°15' West, 1092 feet; thence South 18°00' West, 1201 feet; thence South 08°15' West, 1032 feet; thence South 00°30' East, 440 feet; thence South 37°45' West, 484 feet; thence South 21°00' West, 1076 feet; thence South 89°30' West, 200 feet; thence South 28°45' West, 59.27 feet to a point on the South section line of Section 3, said point being South 89°45' East, 800 feet from the Southwest corner of said Section 3.

Also Section 5, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 35, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying west of the following described line:

Beginning at a point on the North line of Section 35, said point being on a ridge east of Ingalls Creek South 89°45' East, 2300 feet from the Northwest corner of said Section 35; thence South 09°45' West, 903 feet ascending the ridge to an angle point; thence South 42°00' West, 1242 feet following the ridge between Ingalls Creek and Negro Creek; thence South 39°45' West, 1457 feet to an angle point; thence South 61°15' West, 456 feet to a point on the West section line of Section 35, said point being South 00°15' West, 3164 feet from the Northwest corner of said Section 35.

Being 3,488.63 acres, more or less.

Parcel I

Tract 136i

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 120 acres, more or less.

Parcel J

Tract #136j

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ); the South Half of the Southwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ); the North Half of the Northwest Quarter of the SE $\frac{1}{4}$ (N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); the North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel K

Tract #136k

The South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ); the South Half of the Northwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Range 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel L

Tract #136l

That portion of Section 31, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 31, said point being South 00°15' West, 4281 feet from the Northeast corner of said Section 31, and also being a point on the 3,400 contour line along which line this described line follows; thence South 80°15' West, 121 feet; thence North 73°15' West, 479 feet; thence South 71°15' West, 441 feet; thence South 89°45' West, 1337 feet, thence North 88°00' West, 519 feet; thence South 68°00' West, 429 feet; thence South 87°30' West, 998 feet; thence North 15°30' West, 227 feet; thence South 41°45' West, 268 feet; thence South 76°30' West, 348 feet to a point on the West line of Section 31, being also a point on the 3,400 foot contour line, and being South 00°15' West, 4775 feet from the Northwest corner of said Section 31.

Also, Section 13, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1195.11 acres, more or less.

Parcel M

Tract #136m

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the North Half of the Southwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 103.59 acres more or less.

Parcel N

Tract #136n

Section 17, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 960.0 acres, more or less.

Parcel O

Tract #136o

Section 7, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 5, Township 25 North; Range 16 East, W.M., Chelan County, Washington; and

Section 11, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 15, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

That portion of Section 19, Township 25 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point of the West line of Section 19, said point being North 00°45' West, 4603 feet from the Southwest corner of said Section 19; thence South 68°15' East, 2606 feet; thence South 84°45' East, 2238 feet; thence South 42°15' West, 779 feet; thence South 17°15' West, 462 feet; thence South 03°00' West, 1183 feet; thence South 32°45' East, 324 feet; thence South 74°45' East, 1239 feet to a point on the East line of Section 19, said point being North 00°45' West, 580 feet from the Southeast corner of said Section 19.

Also, Section 29, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 3,579.70 acres, more or less.

Parcel P

Tract #136p

Section 25, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 21, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting that parcel described as follows:

Beginning at the South Quarter corner of Section 21, Township 24 North, Range 16 East, W.M., thence North  $10^{\circ}09'15.4''$  West, 466.95 feet to a one and one-half inch ( $1\frac{1}{2}''$ ) iron pipe and the true point of beginning; thence North  $10^{\circ}09'15.4''$  West, 894.38 feet; thence North  $80^{\circ}17'28.3''$  East, 1190.03 feet; thence South  $10^{\circ}09'15.4''$  East, 894.38 feet; thence South  $80^{\circ}17'28.3''$  West, 1190.03 feet to the true point of beginning.

Being 1255.57 acres, more or less.

Parcel Q

Tract #136q

Section 31, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

Section 33, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting Government Lot 1;

Being 1208.80 acres, more or less.

Parcel R

Tract #136r

That portion of Section 31, Township 26 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point on the South line of Section 31, said point being South  $89^{\circ}45'$  East, 2863 feet from the Southwest corner of said Section 31; thence along the ridge North  $16^{\circ}15'$  West, 1526 feet; thence North  $32^{\circ}30'$  West, 1452 feet; thence North  $52^{\circ}30'$  West, 2227 feet to a point on the West line of Section 31, said point being North  $01^{\circ}15'$  West, 4036 feet from the Southwest corner of said Section 31.

Also Section 1, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 29, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of the North Half ( $N\frac{1}{2}$ ) of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the East line of Section 27, said point being North  $00^{\circ}15'$  East, 4789 feet from the Southeast corner of said Section 27; thence North  $79^{\circ}45'$  West, 323 feet along the ridge to an angle point; thence South  $84^{\circ}00'$  West, 1623 feet; thence South  $73^{\circ}30'$  West, 2511 feet; thence North  $83^{\circ}30'$  West, 944 feet to a point on the West line of Section 27, said point being North  $00^{\circ}15'$  East, 4050 feet from the Southwest corner of said Section 27.

Being 2,342.92 acres, more or less.

Parcel S

Tract #136a

Section 23, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

Parcel T

Tract #136b

Section 21, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

COMPARABLE SALES ANALYSIS FOR NO. 11 - PACK RIVER #4

LOCATION: Chelan County, Washington. Part of the Alpine Lakes Wilderness Area. Lies between Interstate 90 on the south and U.S. Highway 2 on the north.

SIZE: 15,183 ACRES

NOMINAL SALES PRICE: \$19,617,293

UNADJUSTED LAND VALUE: \$1,292/ACRE

ADJUSTED LAND VALUE: \$1,292/ACRE

SALES DATE: 12/82

GRANTOR: Chastek et.al.

GRANTEE: United States Forest Service

DOCUMENTS: Legal description and deed of sale.

LEGAL DESCRIPTION: See attached legal description.

AERIAL PHOTOGRAPH: Available

PURPOSE: Wilderness

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: Significant value, but logging costs would equal or exceed value of timber harvested. Property was not acquired for timber.

MINERAL RIGHTS: Acquired but negligible.

LEGAL ATTRIBUTES: Federal, county, and private covenants on use or pace of development and logging. Operational joint road agreement between Pack River and the previous owners. Subject to access relative to the exercise of mineral rights reserved by a previous owner, The Sawyer Trust.

LINKAGE ATTRIBUTES: Access point to usable logging roads and recreational trail heads. Chiwakum Creek provides trail access almost directly from U.S. 2 into the property from the east, and it is also the access route to much of the better timber land of the four Pack River parcels.

DYNAMIC ATTRIBUTES: Unique scenic beauty.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.

The locations of Photos A, B, C, D, E, and F are illustrated  
on the topographical map following the photographs



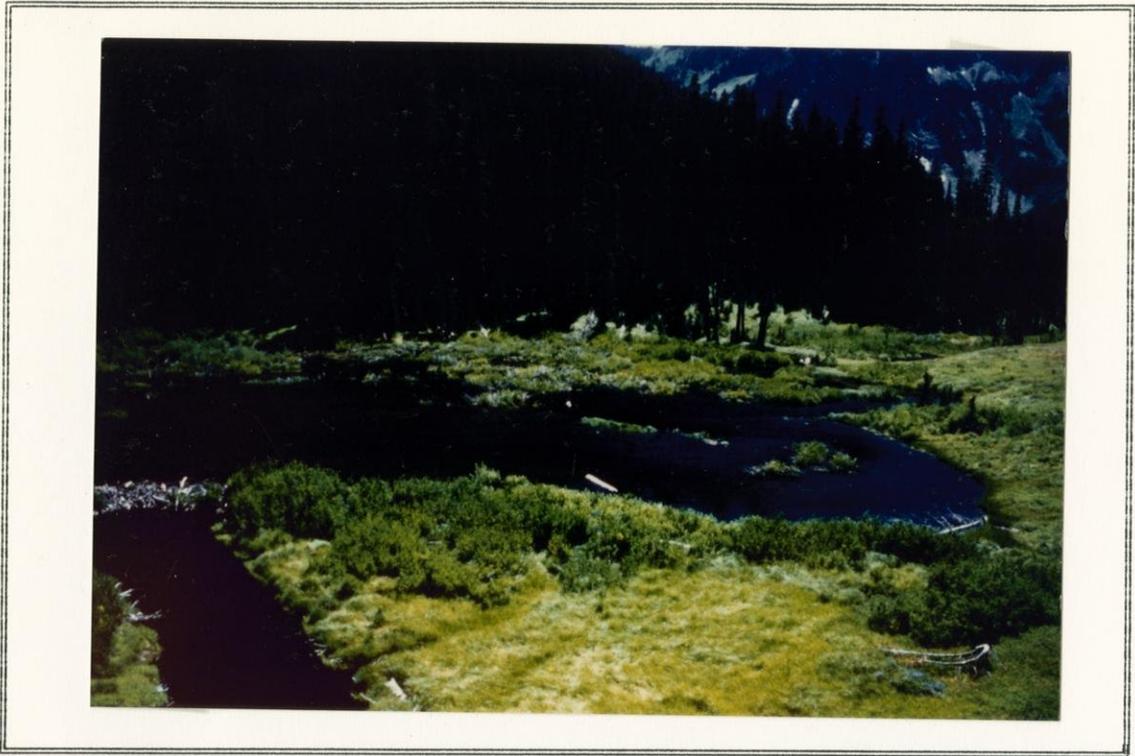
Comparable 11: Chiwaukum Lake Looking Southeast  
Photo A



Comparable 11: Glacier Creek, Looking West  
Photo B



Comparable 11: Looking Northeast  
Photo C



Comparable 11: Index Creek  
Photo D



Comparable 11: Southeast Slope of Section  
Photo E



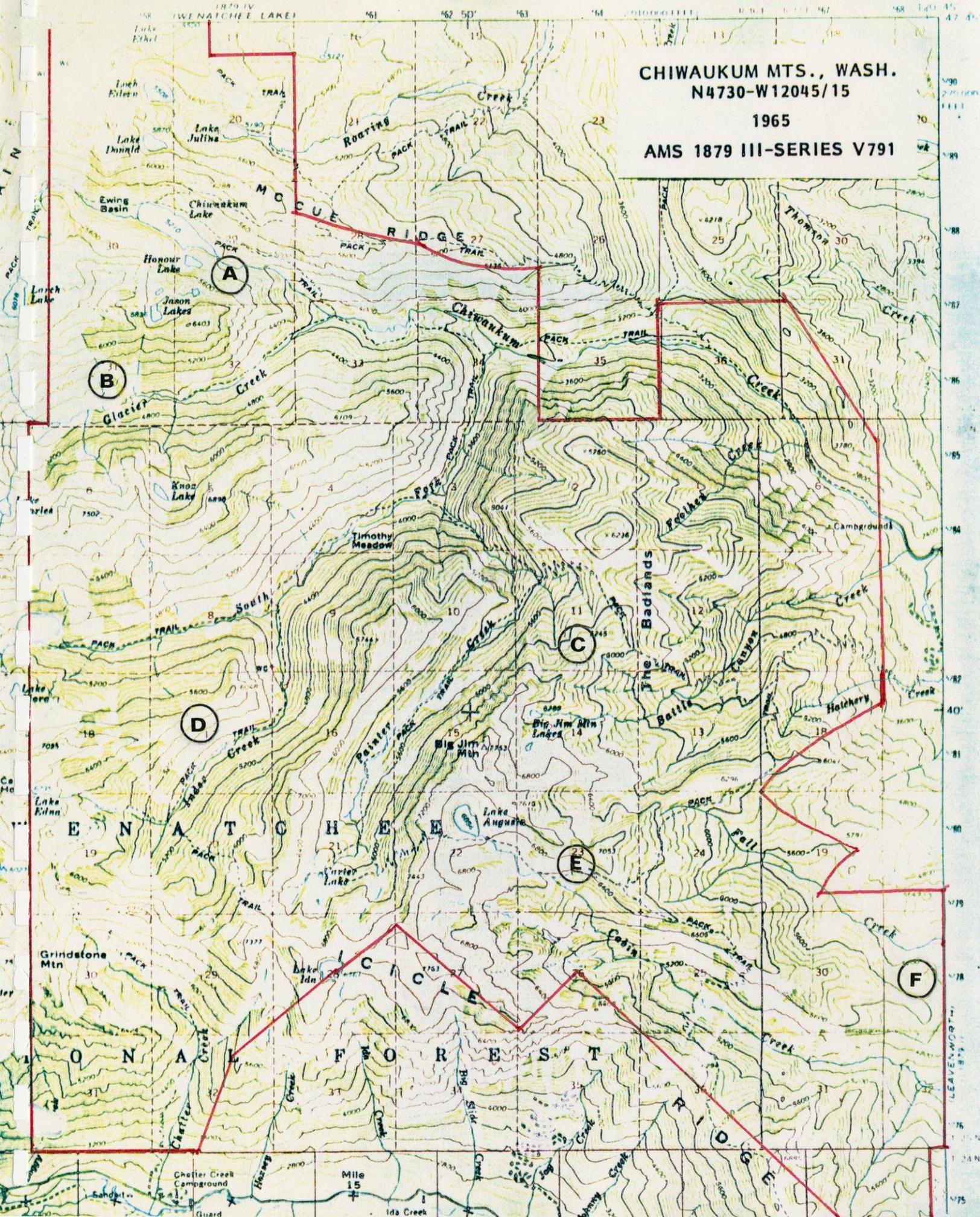
Comparable 11: Drury Falls  
Photo F

1879 III  
(WENATCHEE LAKE)

CHIWAUKUM MTS., WASH.  
N4730-W12045/15

1965

AMS 1879 III-SERIES V791



IV<sub>2</sub>

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
STEPHANIE M. BROWN	343.70 636.20	C-80-353	W $\frac{1}{2}$ Section 5, Township 25 North, Range 16 East, W.M.; and Section 7, Township 25 North, Range 16 East, W.M., Chelan County, Washington.
JOYCE ESPOSITO	101.79	C-80-354	NW $\frac{1}{4}$ E $\frac{1}{2}$ N $\frac{1}{2}$ , N $\frac{1}{2}$ E $\frac{1}{2}$ , SW $\frac{1}{4}$ Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington.
JEAN O. BROWN	320.00	C-80-355	The West Half of Section 29, Township 25 North, Range 17 East, W.M., Chelan County, Washington;
	340.60		That part of Section 27, Township 25 North, Range 16 East, W.M., Chelan County, Washington, described as follows:  Commencing at the Northeast corner of said Section 27, the true point of beginning; thence South 01°00'00" West to a point on the East line of said section, 730 feet from the Southeast corner of said Section 27 to a point on said section line; thence North 68°15'00" West, 55 feet; thence North 46°30'00" West, 803 feet; thence South 85°00'00" West, 260 feet; Thence North 71°15'00" West, 485 feet; thence North 40°00'00" West, 594 feet; thence North 67°15'00" West, 152 feet; Thence North 46°30'00" West, 944 feet; thence North 73°30'00" West, 271 feet; thence North 65°30'00" West, 330 feet; thence North 46°45'00" West, 634 feet; thence North 64°30'00" West, 1,087 feet; thence North 42°00'00" West, 692 feet; thence South 58°00'00" West, 260 feet to a point on the west line of said Section 27, 4,123 feet from the southwest corner of said Section 27; thence North 01°00'00" East, 1,255 feet along the west section line of Section 27 to the northwest corner of Section 27; thence South 89°00'00" East, 5,304 feet along the north section line of said Section 27 to the true point of beginning;
	636.29		Section 31, Township 25 North, Range 17 East, W.M., Chelan County, Washington;
	110.00	C-80-355	That part of fractional Section 1, Township 24 North, Range 16, E.W.M. described as follows:

IV<sub>3</sub>

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
			Beginning at the township corner common to Section 1, Township 24 North, Range 16 East, W.M. and Section 6, Township 24 North, Range 17 East, W.M., thence South 89°15'00" West, 2218 feet (676m) along the township line between Township 25 North and Township 24 North to the point of intersection of the Alpine Lakes Intended Wilderness Boundary, thence South 71°45'00" East, 1231 feet (375m) to angle point 3-27 Alpine Lakes Intended Wilderness, thence South 14°00'00" West, 1151 feet (351m), South 03°45'00" East, 939 feet (286m), South 29°15'00" East, 982 feet (299m), South 29°15'00" East, 938 feet (286m), South 12°15'00" East, 571 feet (174m), South 38°00'00" East, 227 feet (69m), North 87°15'00" East, 110 feet (34m), thence North 00°30'00" West, 4881 feet (1485m) along the rangeline to the point of beginning;
GARY R. CHASTEK	120.00	C-80-356	S $\frac{1}{2}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington.
LAWRENCE F. CHASTEK	110.00	C-80-358	SW $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington.
PATRICIA E. BROWN	542.40	C-80-359	That part of Section 31, Township 25 North, Range 16 East, W.M., Chelan County, Washington, described as follows:  Commencing at the Northwest corner of said Section 31, the true point of beginning; thence South 89°45'00" East, 5,312 feet along the north section line of Section 31 to the northeast corner of said Section 31; thence South 00°15'00" West, 4,281 feet along the east line of said Section 31 to the intersection of the section line and the 3,400 foot contour line; thence along the 3,400 foot contour line the following courses and distances: South 80°15'00 West, 121 feet; North 73°15'00" West, 479 feet; South 71°15'00 West, 441 feet; South 89°45'00" West, 439 feet; South 79°30'00" West, 1,337 feet; North 88°00'00" West, 519 feet; South 68°00'00" West, 429 feet; South 87°30'00" West, 998 feet; North 15°30'00 West, 227 feet; South 41°45'00" West, 268 feet; South 76°30'00" West, 348 feet to a point the west line of said Section 31 intersecting the 3,400 foot contour line; thence North 00°15'00" East, 4,775 feet along the west line of said Section 31 to the northwest corner of said Section 31, the point of beginning; and
	640.00		Section 13, Township 25 North, Range 16 East, W.M., Chelan County, Washington.

IV<sub>4</sub>

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
MICHAEL CHASTEK	103.59	C-80-360	N $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington.
L. V. BROWN, JR.	640.00 320.00	C-80-361	Section 17, Township 25 North, Range 16 East, W.M.; and E $\frac{1}{2}$ Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington.
J.M. BROWN	636.72 640.00 343.70 640.00 317.76 381.60	C-80-362	Section 7, Township 25 North, Range 17 East, W.M., Chelan County, Washington; Section 11, Township 25 North, Range 16 East, W.M., Chelan County, Washington; East Half of Section 5, Township 25 North, Range 16 East, W.M., Chelan County, Washington; Section 15, Township 25 North, Range 16 East, W.M., Chelan County, Washington; West Half of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington; That part of Section 19, Township 25 North, Range 17 East, W.M., Chelan County, Washington, described as follows:  Commencing at the Southwest corner of said Section 19, the true point of beginning, thence North 00°45'00" West, 4,603 feet along the west section line of Section 19; thence along the following courses and directions: South 68°15'00" East, 2,606 feet; South 84°45'00" East, 2,238 feet; South 42°15'00" West, 779 feet; South 17°15'00" West, 462 feet; South 03°00'00" West, 1,183 feet; South 32°45'00" East, 324 feet; Thence South 74°45'00" East, 1,239 feet to a point on the east section line of said Section 19; thence South 00°45'00" East, 580 feet to the southeast corner of Section 19, Township 25 North, Range 17 East, W.M.; thence South 89°15'00" West, 5,255 feet along the south section line of Section 19, to the southwest corner of Section 19, Township 25 North, Range 17 East, W.M., the point of beginning;
JACQUELINE BROWN	640.00	C-80-363	Section 25, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

IV<sub>5</sub>

<u>NAME</u>	<u>ACRES</u>	<u>COMPLAINT#</u>	<u>LEGAL</u>
L. V. BROWN	686.24	C-80-365	Section 1, Township 25 North, Range 16 East, W.M., Chelan County, Washington;
	174.30	C-80-365	That part of Section 31, Township 26 North, Range 17 East, W.M., Chelan County, Washington, described as follows:  Commencing at the township corner common to Sections 36 and 31, thence South 89°45'00" East, 2,863 feet (873m) on the township line between Section 31, Township 26 North, Range 17 East, W.M., and Section 6, Township 25 North, Range 17 East, W.M., to the point on a ridge where the township line intersects the Alpine Lakes Intended Wilderness Boundary, thence along the ridge North 16°15'00" West, 1526 feet (465m), North 32°30'00" West, 1,452 feet (443m), North 52°30'00" West, 2,227 feet (379m), thence South 01°15'00" East, 4,036 feet (1,230m) along the range line between Section 36, Township 26 North, Range 16 East, W.M., and Section 31, Township 26 North, Range 17 East, W.M., Chelan County, Washington.
CHESTER CHASTEK	640.00	C-80-366	Section 23, Township 25 North, Range 16 East, W.M., Chelan County, Washington.
CATHERINE J. CHASTEK	640.00	C-80-367	Section 21, Township 25 North, Range 16 East, W.M., Chelan County, Washington.

FEE *Delayed*  
FILED FOR RECORD

*Dept of Justice*

JUN 14 10 13 AM '82

*The Register*  
BOOK 797 PAGE 610-22  
CHELAN COUNTY ALLOCATION  
WENATCHEE, WASH.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

vs.

22,425 Acres of Land, more or less,  
in the County of Chelan, State of  
Washington; PACK RIVER MANAGEMENT  
COMPANY, a corporation, as the  
successor in the voluntary dissolution  
of the Pack River Company;  
RICHARD CHASTEK, as trustee of an  
express trust for benefit of  
Patrick C. Chastek; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Beverly Curtis Cook;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Josephine H. Brown; SHEILA D. BROWN;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Deborah Ann Hansen; CHESTER CHASTEK,  
WILLIAM NIXON and RICHARD CHASTEK,  
as trustees of an express trust for  
the benefit of Stephanie M. Brown;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Joyce Esposito; JEAN O. BROWN;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of  
Gary R. Chastek; RICHARD CHASTEK,  
as trustee of an express trust for  
the benefit of Thomas D. Chastek;  
RICHARD CHASTEK, as trustee of an  
express trust for the benefit of

C-82-350-RJM

LIS PENDENS AS TO  
TRACTS 136A, 136B,  
136C, 136D, 136E,  
136F, 136G, 136H,  
136I, 136J, 136K,  
136L, 136M, 136N,  
136O, 136P, 136Q,  
136R, 163S, 136T

BOOK 797 PAGE 610

LIS PENDENS - 1

Sl: s

Lawrence F. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Patricia K.  
Brown; RICHARD CHASTEK, as trustee  
of an express trust for the benefit  
of Michael P. Chastek; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Lawrence V.  
Brown, Jr.; J. M. BROWN, JR.;  
CHESTER CHASTEK, WILLIAM NIXON and  
RICHARD CHASTEK, as trustees of an  
express trust for the benefit of  
Jacqueline G. Brown; CHESTER  
CHASTEK, WILLIAM NIXON and RICHARD  
CHASTEK, as trustees of an express  
trust for the benefit of Jean  
Huguenin; L. V. BROWN; CHESTER  
CHASTEK; CATHERINE J. CHASTEK;  
CHELAN COUNTY, Washington, a  
municipal corporation; and  
UNKNOWN OWNERS,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced  
and is now pending in the above-entitled Court by the United  
States of America as plaintiff against the above-named  
defendants that the objects and purposes of said action are as  
follows:

1. Pursuant to the authorities and for the public uses  
set forth on Schedule A, attached hereto, to acquire interests  
in certain lands in Chelan County, Washington, as said interests  
(estates) and said lands are described and set forth on Schedule  
B, attached hereto.

2. To determine a just and proper award and compensation  
for said property, to determine the parties entitled to receive  
such compensation, and to decree said property to be the

LIS PENDENS - 2

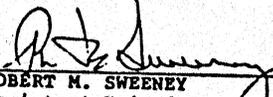
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BOOK 797 PAGE 611

property of the United States; and for such other relief as to  
the Court may seem proper in the premises.

DATED this 8th day of June, 1982.

JOHN E. LAMP  
United States Attorney

  
ROBERT M. SWEENEY  
Assistant United States Attorney

Post Office Box 1494  
Spokane, WA 99210-1494

Telephone: (509) 456-3811

SCHEDULE A

The authority for the taking is the Act of August 1, 1888  
(25 Stat. 357, 40 U.S.C. 257), and pursuant to the Congressional  
intention, direction and conditions as expressed in Section 4 of  
the Act of July 12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note).

The public uses for which said property is taken are to  
manage the land in accordance with the purposes of Act of July  
12, 1976 (90 Stat. 905, 16 U.S.C. 1132 note), and for all other  
lawful purposes.

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BOOK 797 PAGE 613

SCHEDULE B

The estate to be acquired is the fee simple title to the lands hereinafter set forth and described.

Parcel A

Tract #136a

The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Northwest Quarter of the Southwest Quarter (N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel B

Tract #136b

The South Half of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 33, Township 23 North, Range 17 East, W.M., Chelan County, Washington;

Being 960 acres, more or less.

Parcel C

Tract #136c

Section 3, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 9, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1,326.56 acres, more or less.

Parcel D

Tract #136d

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 17, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 19, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

That Portion of Section 27, Township 26 North, Range 16 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the West line of Section 27, said point being North 01°00' East, 2459 feet from the Southwest corner of said Section 27; thence South 84°00' East, 2392 feet; thence South 76°45' East, 659 feet; thence South 59°45' East, 511 feet; thence South 52°00' East, 677 feet; thence North 84°15' East, 1261 feet to a point on the East line of Section 27, said point being North 01°00' East, 1552 feet from the Southeast corner of said Section 27.

Also Section 29, Township 26 North, Range 16 East, W.M., Chelan County, Washington; and

Section 31, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 2,237.13 acres, more or less.

Parcel E

Tract #136e

Section 19, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington;

Being 929.40 acres, more or less.

Parcel F

Tract #136f

The West Half (W $\frac{1}{2}$ ) of Section 5, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 7, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 979.95 acres, more or less.

Parcel G

Tract #136g

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W. M., Chelan County, Washington;

Being 101.79 acres, more or less.

Parcel M

Tract #136h

The West Half (W $\frac{1}{2}$ ) of Section 29, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 27, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 27, said point being North 01°00' East, 730 feet from the Southeast corner of said Section 27; thence North 68°15' West, 55 feet; thence North 46°30' West, 803 feet; thence South 85°00' West, 260 feet; thence North 71°15' West, 485 feet; thence North 40°00' West, 594 feet; thence North 67°15' West, 152 feet; thence North 46°30' West, 944 feet; thence North 73°30' West, 271 feet; thence North 65°30' West, 330 feet; thence North 46°45' West, 634 feet; thence North 64°30' West, 1087 feet; thence North 42°00' West, 692 feet; thence South 58°00' West, 260 feet to a point on the West line of Section 27, said point being South 01°00' West, 1255 feet from the Northwest corner of said Section 27.

Also that portion of fractional Section 1, Township 24 North, Range 16 East, W.M., Chelan County, Washington, lying east of the following described line:

Beginning at a point on the North line of Section 1, said point South 89°15' West, 2218 feet from the Northeast corner of said Section 1; thence South 71°45' East, 1231 feet; thence South 14°00' West, 1151 feet; thence South 03°45' East, 939 feet; thence South 29°15' East, 982 feet; thence South 29°15' East, 938 feet; thence South 12°15' East, 571 feet; thence South 38°00' East, 227 feet; thence North 87°15', 110 feet to a point on the East line of Section 1, said point being South 00°30' East, 4881 feet from the Northeast corner of said Section 1.

Also Section 17, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 29, Township 24 North, Range 16 East, W.M., Chelan County, Washington, except that parcel described as follows:

Beginning at the East quarter-corner of Section 29, Township 24 North, Range 16 East, W.M., thence South 52°01'00" West, 123.09 feet; thence South 83°12'30" West, 252.33 feet; thence South 64°46'37.5" West, 110.56 feet; thence South 34°35'22.5" West, 106.85 feet; thence South 39°22'03.8" West, 180.38 feet; thence South 56°57'56.3" West, 296.28 feet to a one and one-half inch (1 $\frac{1}{2}$ " ) iron pipe, and the true

Tract #136h (Cont.)

point of beginning; thence North 34°29'06.3" West, 514.64 feet; thence North 86°43'41.4" West, 679.45 feet; thence South 19°00'54.7" West, 867.59 feet; thence North 84°46'21.5" East, 1240.15 feet; thence North 04°04'47.7" East, 244.89 feet to the true point of beginning.

Also that portion of Section 33, Township 24 North, Range 17 East, W.M., Chelan County, Washington, lying south and east of the following described line:

Beginning at the Northeast section corner of said Section 33, thence South 15°15' West, 810 feet; thence South 24°15' West 814 feet, thence South 40°00' West, 893 feet; thence South 34°45' West, 1348 feet; thence South 43°15' West, 636 feet, thence South 74°15' West, 912 feet; thence South 46°15' West, 1782 feet to a point on the south line of Section 33, said point being North 89°45' West, 4465 feet from the Southeast corner of said Section 33.

Also that portion of fractional Section 3, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying north and west of the following described line:

Beginning at a point on the North line of Section 3, said point being South 89°45' East, 2639 feet from the Northwest corner of said Section 3; thence South 33°00' West, 8 feet; thence South 23°15' West, 1092 feet; thence South 18°00' West, 1201 feet; thence South 08°15' West, 1032 feet; thence South 00°30' East, 440 feet; thence South 37°45' West, 484 feet; thence South 21°00' West, 1076 feet; thence South 89°30' West, 200 feet; thence South 28°45' West, 59.27 feet to a point on the South section line of Section 3, said point being South 89°45' East, 800 feet from the Southwest corner of said Section 3.

Also Section 5, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of Section 35, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying west of the following described line:

Beginning at a point on the North line of Section 35, said point being on a ridge east of Ingalls Creek South 89°45' East, 2300 feet from the Northwest corner of said Section 35; thence South 09°45' West, 903 feet ascending the ridge to an angle point; thence South 42°00' West, 1242 feet following the ridge between Ingalls Creek and Negro Creek; thence South 39°45' West, 1457 feet to an angle point; thence South 61°15' West, 456 feet to a point on the West section line of Section 35, said point being South 00°15' West, 3164 feet from the Northwest corner of said Section 35.

Being 3,488.63 acres, more or less.

Parcel I

Tract 1361

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), the South Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 120 acres, more or less.

Parcel J

Tract #1361

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ); the South Half of the Southwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ); the North Half of the Northwest Quarter of the SE $\frac{1}{4}$ (N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); the North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel K

Tract #136k

The South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ); the South Half of the Northwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ); and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 33, Range 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 110.0 acres, more or less.

Parcel L

Tract #136l

That portion of Section 31, Township 25 North, Range 16 East, W.M., Chelan County, Washington, lying north of the following described line:

Beginning at a point on the East line of Section 31, said point being South 00°15' West, 4281 feet from the Northeast corner of said Section 31, and also being a point on the 3,400 contour line along which line this described line follows; thence South 80°15' West, 121 feet; thence North 73°15' West, 479 feet; thence South 71°15' West, 441 feet; thence South 89°45' West, 1337 feet, thence North 88°00' West, 519 feet; thence South 68°00' West, 429 feet; thence South 87°30' West, 998 feet; thence North 15°30' West, 227 feet; thence South 41°45' West, 268 feet; thence South 76°30' West, 348 feet to a point on the West line of Section 31, being also a point on the 3,400 foot contour line, and being South 00°15' West, 4775 feet from the Northwest corner of said Section 31.

Also, Section 13, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 1195.11 acres, more or less.

Parcel M

Tract #136m

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the North Half of the Southwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 33, Township 26 North, Range 16 East, W.M., Chelan County, Washington;

Being 103.59 acres more or less.

Parcel N

Tract #136n

Section 17, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 960.0 acres, more or less.

Parcel O

Tract #136o

Section 7, Township 25 North, Range 17 East, W.M., Chelan County, Washington; and

The East Half (E $\frac{1}{2}$ ) of Section 5, Township 25 North; Range 16 East, W.M., Chelan County, Washington; and

Section 11, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 15, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

The West Half (W $\frac{1}{2}$ ) of Section 19, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

That portion of Section 19, Township 25 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point of the West line of Section 19, said point being North 00°45' West, 4603 feet from the Southwest corner of said Section 19; thence South 68°15' East, 2606 feet; thence South 84°45' East, 2238 feet; thence South 42°15' West, 779 feet; thence South 17°15' West, 462 feet; thence South 03°00' West, 1183 feet; thence South 32°45' East, 324 feet; thence South 74°45' East, 1239 feet to a point on the East line of Section 19, said point being North 00°45' West, 580 feet from the Southeast corner of said Section 19.

Also, Section 29, Township 25 North, Range 16 East, W.M., Chelan County, Washington;

Being 3,579.70 acres, more or less.

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Parcel P

Tract #136p

Section 25, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 21, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting that parcel described as follows:

Beginning at the South Quarter corner of Section 21, Township 24 North, Range 16 East, W.M., thence North  $10^{\circ}09'15.4''$  West, 466.95 feet to a one and one-half inch ( $1\frac{1}{2}''$ ) iron pipe and the true point of beginning; thence North  $10^{\circ}09'15.4''$  West, 894.38 feet; thence North  $80^{\circ}17'28.3''$  East, 1190.03 feet; thence South  $10^{\circ}09'15.4''$  East, 894.38 feet; thence South  $80^{\circ}17'28.3''$  West, 1190.03 feet to the true point of beginning.

Being 1255.57 acres, more or less.

Parcel Q

Tract #136q

Section 31, Township 24 North, Range 16 East, W.M., Chelan County, Washington; and

Section 33, Township 24 North, Range 16 East, W.M., Chelan County, Washington, excepting Government Lot 1;

Being 1208.80 acres, more or less.

Parcel R

Tract #136r

That portion of Section 31, Township 26 North, Range 17 East, W.M., Chelan County, Washington, lying South and West of the following described line:

Beginning at a point on the South line of Section 31, said point being South  $89^{\circ}45'$  East, 2863 feet from the Southwest corner of said Section 31; thence along the ridge North  $16^{\circ}15'$  West, 1526 feet; thence North  $32^{\circ}30'$  West, 1452 feet; thence North  $52^{\circ}30'$  West, 2227 feet to a point on the West line of Section 31, said point being North  $01^{\circ}15'$  West, 4036 feet from the Southwest corner of said Section 31.

Also Section 1, Township 25 North, Range 16 East, W.M., Chelan County, Washington; and

Section 29, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

Section 31, Township 23 North, Range 17 East, W.M., Chelan County, Washington; and

That portion of the North Half ( $N\frac{1}{2}$ ) of Section 27, Township 23 North, Range 17 East, W.M., Chelan County, Washington, lying south of the following described line:

Beginning at a point on the East line of Section 27, said point being North  $00^{\circ}15'$  East, 4789 feet from the Southeast corner of said Section 27; thence North  $79^{\circ}45'$  West, 323 feet along the ridge to an angle point; thence South  $84^{\circ}00'$  West, 1623 feet; thence South  $73^{\circ}30'$  West, 2911 feet; thence North  $83^{\circ}30'$  West, 944 feet to a point on the West line of Section 27, said point being North  $00^{\circ}15'$  East, 4050 feet from the Southwest corner of said Section 27.

Being 2,342.92 acres, more or less.

Parcel S

Tract #136a

Section 23, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

Parcel T

Tract #136t

Section 21, Township 25 North, Range 16 East, W.M., Chelan County,  
Washington;

Being 640.0 acres, more or less.

COMPARABLE SALES ANALYSIS FOR NO. 12 - MARBLE CREEK

LOCATION: Eastern end of Skagit County, Washington.

SIZE: 120 Acres

NOMINAL SALES PRICE: \$290,000

UNADJUSTED LAND VALUE: \$2,417/ACRE

ADJUSTED LAND VALUE: \$2,417/ACRE

SALES DATE: 11/14/73 and 11/15/73

GRANTOR: Crescent Marble Mining Company

GRANTEE: United States of America

DOCUMENTS: One Warranty Deed and Two Quit Claim Deeds.

LEGAL DESCRIPTION: Ptns. Secs. 2, 3, 10, and 11, T35N, R12E, W.M., 120 acres.

AERIAL PHOTOGRAPH: 8/5/78 NW-C-76 46-2, 46-3, and 46-4.

PURPOSE: Recreation - National Park Area

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: Price included timber values, which were modest.

MINERAL RIGHTS: Considered valueless by Dept. of Interior - See correspondence confirming sale.

LEGAL ATTRIBUTES: Price includes third-party interests in six patented mining claims.

LINKAGE ATTRIBUTES: One and a half miles from North Cascades National Park Road to North Cascades Pass.

DYNAMIC ATTRIBUTES: View of snow-ice glacier to the east is the primary scenic quality.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 12: East View, Comparable in Foreground



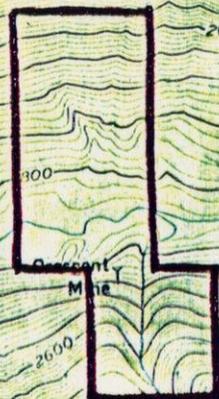
Comparable 12: Comparable Looking South



Comparable 12: Looking West, Comparable in Foreground

N A T I O N A L

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5378  
12'30"  
5377  
5376  
5374  
50 000  
FEET  
T. 35 N.



**ELDORADO PEAK, WASH.**  
**N4830-W12107.5/7.5**  
**1963**  
**AMS 1781 II SW-SERIES V891**

MARBLEMOUNT 10 MI.

21

CASCADE R.

Marble

Creek

East

Fork

HIDDEN LAKE

Hidden Lake

Peats

(SONN)

Tract 06-101  
No. Cascade  
National Park

H-60004

793693  
QUITCLAIM DEED

This indenture, made the 15<sup>th</sup> day of November, 1973, between CARL L. TWIDWELL and ATHA M. TWIDWELL, his wife, parties of the first part, and the UNITED STATES OF AMERICA, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby release any and all claims arising out of this transaction or any prior negotiations therefor, and do by these presents grant, bargain, sell, convey, remise, release, and forever quitclaim unto the said party of the second part, and to its assigns, all the right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy of the said parties of the first part, of, in, and to all that certain lot and parcel of land situate in the County of Skagit, State of Washington, and bounded and described as follows, to wit:

Those certain tracts of land in Sections 2, 3, 10 and 11, Township 35 North, Range 12 East, W. M., embraced within those certain mining claims duly patented by law and described as the "(amended) Crescent Placer No. 1;" and "(amended) Crescent Placer No. 2;" and "(amended) Crescent Placer No. 3;" and "(amended) Crescent Placer No. 4;" and "(amended) Crescent Placer No. 5;" and "(amended) Crescent Placer No. 6, Placer Mining Claims, Surveyor General Survey No. 1081 (amended), Patent No. 649861, located in the Cascade Mining District, and recorded in volume 6 of Mining Claims, page 517, records of Skagit County, Washington.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues, and profits thereof.

The land hereinabove described contains 120 acres, more or less.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and its assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 15<sup>th</sup> day of November, 1973.

Carl L. Twidwell  
CARL L. TWIDWELL

Atha M. Twidwell  
ATHA M. TWIDWELL

793693

11-23-73

Tr. 06-101  
No. Cascades  
National Park

793691

STATUTORY WARRANTY DEED

CRESCENT MARBLE MINING COMPANY, A Washington Corporation, Grantors, pursuant to a resolution heretofore adopted by its Board of Directors, for and in consideration of the sum of SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)----- COLLAPS, to it in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant to the UNITED STATES OF AMERICA, and its assigns, the following described property located in the County of Skagit, State of Washington, to-wit:

Those certain tracts of land in Sections 2, 3, 10 and 11, Township 35 North, Range 12 East, W. M., embraced within those certain mining claims duly patented by law and described as the "(amended) Crescent Placer No. 1;" and "(amended) Crescent Placer No. 2;" and "(amended) Crescent Placer No. 3;" and "(amended) Crescent Placer No. 4;" and "(amended) Crescent Placer No. 5;" and "(amended) Crescent Placer No. 6, Placer Mining Claims, Surveyor General Survey No. 1081 (amended), Patent No. 648861, located in the Cascade Mining District, and recorded in Volume 6 of Mining Claims, page 517, records of Skagit County, Washington.

TOGETHER WITH the Grantors' right, title, and interest in and to water rights appurtenant to this property.

The land hereinabove described contains 120 acres, more or less.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, and pipelines.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto said UNITED STATES OF AMERICA, and its assigns, forever.

The Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, all right, title, and interest which the Grantors may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, Crescent Marble Mining Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer, this 14 day of November, 1973.



(CORPORATE SEAL)

CRESCENT MARBLE MINING COMPANY

By Mrs. Marjorie Schreiner  
President

By Hollis E. Heaton  
Secretary

Vol 134 p. 225

793691

101  
Cascades  
National Park

793692

100004

QUITCLAIM DEED

This indenture, made the 15<sup>th</sup> day of November, 1973, between ART LEHMANN and YVONNE M. LEHMANN, his wife, parties of the first part, and the UNITED STATES OF AMERICA, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), in full money of the United States of America, and other valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby release any and all claims arising out of this transaction or any prior negotiations therefor, and do by these presents grant, bargain, sell, convey, remise, release, and forever quitclaim unto the said party of the second part, and to its assigns, all the right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy of the said parties of the first part, of, in, and to all that certain lot and parcel of land, situate in the County of Skagit, State of Washington, and bounded and described as follows, to wit:

Those certain tracts of land in Sections 2, 3, 10 and 11, Township 35 North, Range 12 East, W. M., embraced within those certain mining claims duly patented by law and described as the "(amended) Crescent Placer No. 1;" and "(amended) Crescent Placer No. 2;" and "(amended) Crescent Placer No. 3;" and "(amended) Crescent Placer No. 4;" and "(amended) Crescent Placer No. 5;" and "(amended) Crescent Placer No. 6, Placer Mining Claims, Surveyor General Survey No. 1231 (amended), Patent No. 648861, located in the Cascade Mining District, and recorded in volume 6 of Mining Claims, page 317, records of Skagit County, Washington.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues, and profits thereof.

The land hereinabove described contains 120 acres, more or less.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and its assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 15<sup>th</sup> day of November, 1973.

*Art Lehmann*  
ART LEHMANN

*Yvonne M. Lehmann*  
YVONNE M. LEHMANN

P

793692

County of Shelby  
State of West Virginia

On this 14<sup>th</sup> day of November, 1973, before me,  
William F. Ferguson a Notary Public in  
and for said County and State, residing therein, duly commissioned  
and sworn, personally appeared William E. ...  
known to me to be the Secretary of the Corporation described  
in and that executed the within instrument, and also known to  
me to be the person who executed it on behalf of the Corporation  
therein named, and acknowledged to me that such Corporation  
executed the within instrument pursuant to its by-laws or a  
resolution of its Board of Directors.

IN WITNESS WHEREOF, I have herunto set my hand and affixed  
my Official Seal the day and year in this certificate first  
above written.



William F. Ferguson  
Notary Public in and for said  
County of Shelby, State  
of West Virginia  
My commission expires:  
Feb 1, 1977

793691

11-23-73

County of Shelby  
State of West Virginia

On this 14<sup>th</sup> day of November, 1973, before me.

Shelby F. Ferguson, a Notary Public in  
and for said County and State, residing therein, duly  
commissioned and sworn, personally appeared Mr. Marjorie Strangie  
\_\_\_\_\_, known to me to be the President of  
the Corporation described in and that executed the within  
instrument, and also known to me to be the person who executed  
it on behalf of the Corporation therein named, and acknowledged  
to me that such Corporation executed the within instrument  
pursuant to its by-laws or a resolution of its Board of  
Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my Official Seal the day and year in this certificate first  
above written.



Shelby F. Ferguson  
Notary Public in and for said

County of Shelby, State  
of West Virginia.

My commission expires:

Feb. 1, 1977

Tr. 06-101  
No. Cascades  
National Park

793691

STATUTORY WARRANT DEED

CRESCENT MARBLE MINING COMPANY, A Washington Corporation, Grantors, pursuant to a resolution heretofore adopted by its Board of Directors, for and in consideration of the sum of SEVENTY FIVE THOUSAND AND NO 100/100 (\$75,000.00)----- DOLLARS, to it in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant to the UNITED STATES OF AMERICA, and its assigns, the following described property located in the County of Skagit, State of Washington, to wit:

Those certain tracts of land in Sections 2, 3, 10 and 11, Township 35 North, Range 12 East, W. M., embraced within those certain mining claims duly patented by law and described as the "(amended) Crescent Placer No. 1;" and "(amended) Crescent Placer No. 2;" and "(amended) Crescent Placer No. 3;" and "(amended) Crescent Placer No. 4;" and "(amended) Crescent Placer No. 5;" and "(amended) Crescent Placer No. 6; Placer Mining Claims, Surveyor's map of Survey No. 1081 (amended), Patent No. 64, 651, located in the Cascade Mining District, and recorded in Volume 6 of Mining Claims, page 517, records of Skagit County, Washington.

TOGETHER WITH the Grantors' right, title, and interest in and to water rights appurtenant to this property.

The land hereinabove described contains 120 acres, more or less.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, and pipelines.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular the tenements, hereditaments, and appurtenances therunto belonging, or in any wise appertaining, unto said UNITED STATES OF AMERICA, and its assigns, forever.

The Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, all right, title, and interest which the Grantors may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, Crescent Marble Mining Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer, this 14 day of November, 1973.



CRESCENT MARBLE MINING COMPANY

By Mrs. Maurice K. Berger  
President

By Abel E. Brown  
Secretary

793691

County of Shelby  
State of Washington

On this 14<sup>th</sup> day of November, 1973, before me,  
Thelma F. Ferguson, a Notary Public in  
and for said County and State, residing therein, duly  
commissioned and sworn, personally appeared Mr. Eugene Shroyer  
\_\_\_\_\_, known to me to be the President of  
the Corporation described in and that executed the within  
instrument, and also known to me to be the person who executed  
it on behalf of the Corporation therein named, and acknowledged  
to me that such Corporation executed the within instrument  
pursuant to its by-laws or a resolution of its Board of  
Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my Official Seal the day and year in this certificate first  
above written.



Thelma F. Ferguson  
Notary Public in and for said  
County of Shelby, State  
of Washington.  
My commission expires:  
Feb 1, 1977

Official Records  
134 226

793691

Tract 06-101  
North Cascades National Park

ACKNOWLEDGMENT

County of Asotin )  
State of Washington ) SS

On this 15<sup>th</sup> day of November, 1973, before me, \_\_\_\_\_  
Arthur H. ...  
a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ART LEHMANN and YVONNE M. LEHMANN, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Arthur H. ...  
Notary Public in and for said

My commission expires: 8/4/77

County of Asotin  
State of Washington

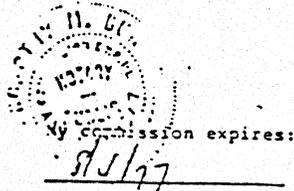
Tract 06-101  
No. Cascades  
National Park

ACKNOWLEDGMENT

County of King  
State of Washington

On this 15<sup>th</sup> day of November, 1973, before me,  
Donald H. Burr, a Notary Public  
in and for said County and State, residing therein, duly  
commissioned and sworn, personally appeared CARL L. TWIDWELL  
and ATHA M. TWIDWELL, his wife, known to me to be the  
persons whose names are subscribed to the within instrument,  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my Official Seal the day and year in this certificate  
first above written.



Donald H. Burr  
Notary Public in and for said  
County of King  
State of Washington

793693

11-23-73

COMPARABLE SALES ANALYSIS FOR NO. 13 - BENCH-CAROLINE LAKE

LOCATION: Chelan County, Washington

SIZE: 41.7 Acres

INDICATED SALES PRICE: \$34,025

UNADJUSTED PRICE: \$816/ACRE

ADJUSTED PRICE: \$775/ACRE

SALES DATE: 1/1/76

GRANTOR: Pack River Company

GRANTEE: Mt. Cashmere, Inc.

DOCUMENTS: Sale agreement attached

LEGAL DESCRIPTION: Prt. Secs. 21 and 29, T24N, R16E., 41.7 Acres

PURPOSE: Buyer intended to lift skiers and hikers to the site by helicopter. Site actually contained three parcels priced per front foot on the lake for 1.69 acres, priced at \$400/acre for 15.56 acres and \$700/acre for the balance of 23.4 acres, more or less, for a total of \$34,025.

TIMBER: No timber of commercial value.

MINERAL RIGHTS: Sold without mineral rights.

LEGAL ATTRIBUTES: Purchase also included an understanding that buyer clients could use two adjacent sections for which a 5% downward adjustment (\$1700) has been made.

LINKAGE ATTRIBUTES: No dominant linkages other than foot trail and helicopter access.

DYNAMIC ATTRIBUTES: Primary scenic quality is in views toward Mt. Cashmere and the Enchanteds area. Popular camping area.

COMMENTS: Land contract contains provision that contract will be rescinded if government initiates condemnation prior to payment of balance in full. Initial legal action by Mt. Cashmere has been converted to a condemnation action by the federal government in Fall of 1980 so that this sale has been rescinded.

ADJUSTMENT FOR TERMS: -\$1,700

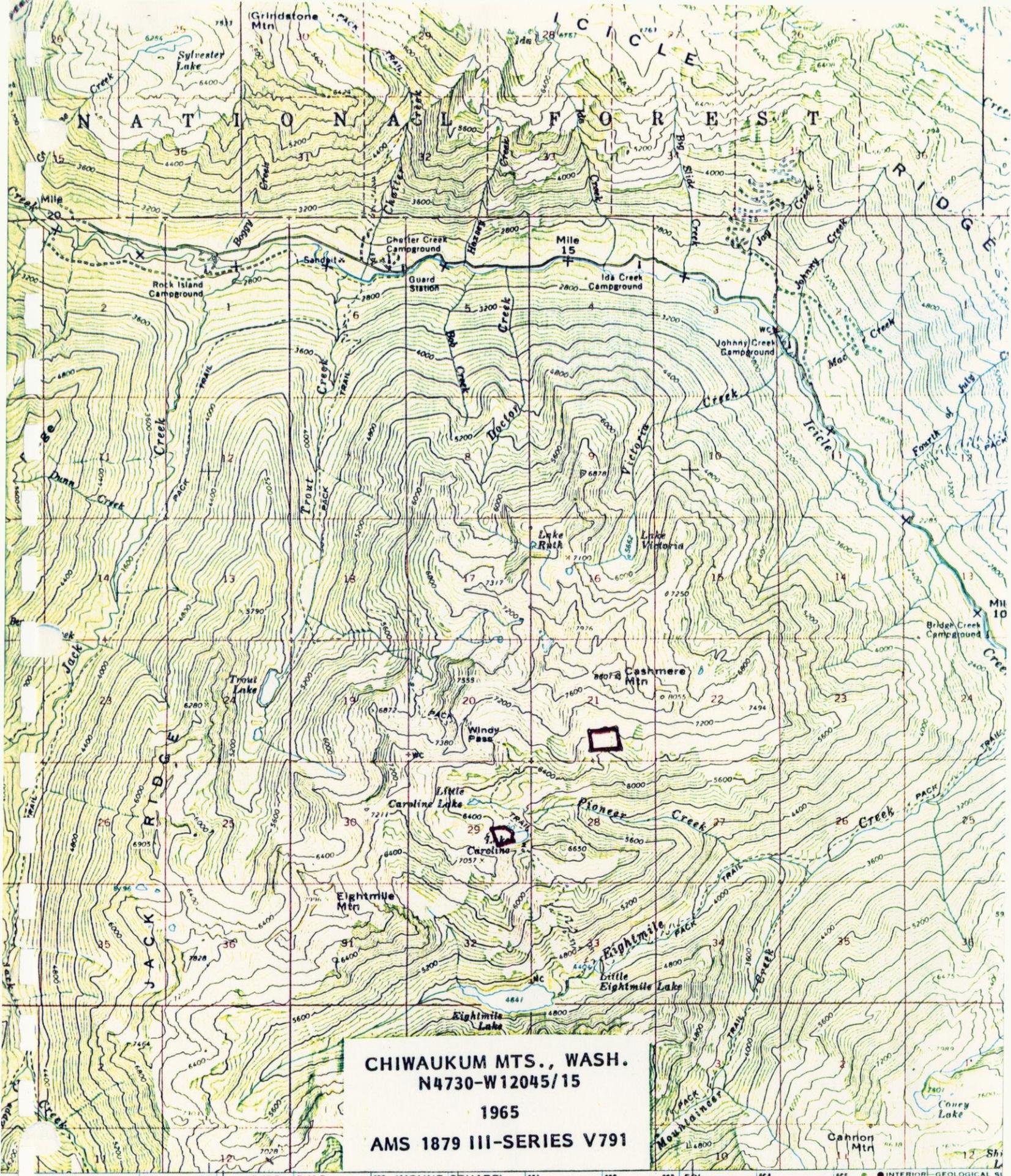
ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 13: Comparable in Middleground



Comparable 13: Looking North,  
Comparable on West (Left) Shoreline of Lake Caroline



**CHIAWUKUM MTS., WASH.**  
**N4730-W12045/15**

**1965**

**AMS 1879 III-SERIES V791**



Bench property:

(3)

B. The Bench property:

That part of Section 21, Township 24 North, Range 16, East of the Willamette Meridian, Chelan County, Washington, described as follows:

Beginning at the South 1/4 corner of Section 21, Township 24 North, Range 16 East, W.M., thence N10°09'15.4"W 466.95 feet to a one and one-half inch (1 1/2") iron pipe and the true point of beginning, thence N10°09'15.4"W 894.38 feet, thence N80°17'28.3"E 1190.03 feet, thence S10°09'15.4"E 894.38 feet, thence S80°17'28.3"W 1190.03 feet to the true point of beginning, containing 24.434 acres, more or less.

and by amending Paragraph 2 to read as follows:

"2. PURCHASE PRICE:

"A. The purchase price for ~~the Caroline Lake property~~ shall be a total of Sixteen Thousand Nine Hundred Twenty-One and 62/100 Dollars (\$16,921.62), computed as follows:

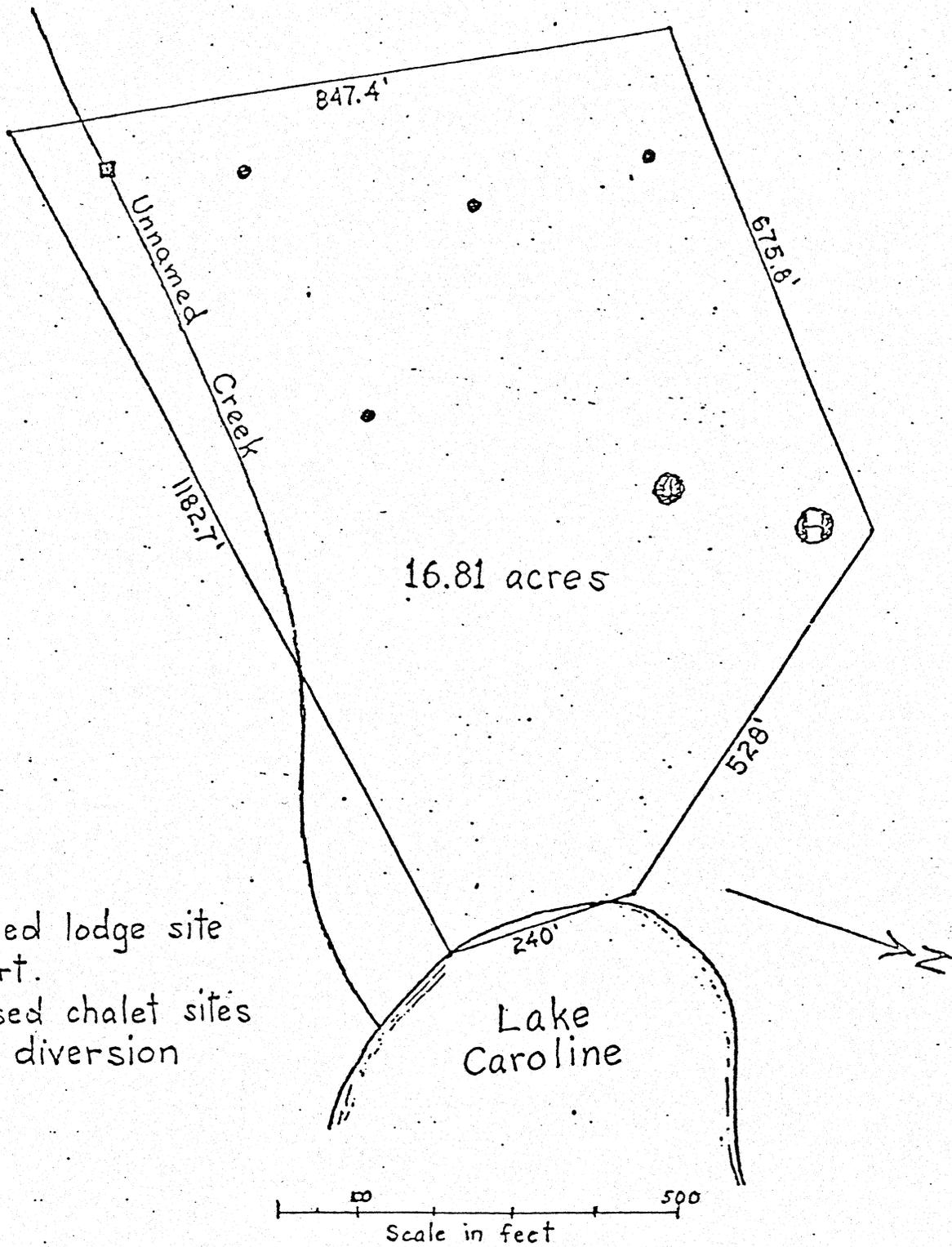
"That portion of the described parcel having 244.89 feet of frontage on Lake Caroline and a depth of 300 feet contains 1.68657 acres and is valued at \$43.685 per front foot, for a total value of \$10,698.02.

"The remaining 15.559 acres is valued at \$400 per acre for a total value of \$6,223.60.

"B. The purchase price for the Bench property shall be \$700 per acre, for a total of \$17,103.80."

The parties hereto agree that the above-referenced survey satisfies the requirements of that part of Paragraph 1 which reads:

"Seller shall have the property legally surveyed at the time of closing to the above legal description."



- ⊗ Proposed lodge site
- ⊕ Heliport.
- ⊙ Proposed chalet sites
- ⊠ Water diversion

FIGURE 3a - LAKE CAROLINE PROPERTY  
 - Detail -

(SET COPPER TACK  
IN LEAD)

(SET COPPER TACK  
IN LEAD)

N 80° 17' 28.3" E 1190.03

S 10° 09' 15.4" E 894.38

24.434 ± ACRES

N 10° 09' 15.4" W 894.38

S 80° 17' 28.3" W 1190.03

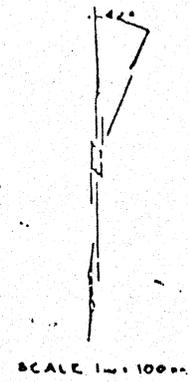
(SET 1 1/2" IRON PIPE)

(SET 1 1/2" IRON PIPE)

N 10° 09' 15.4" W  
466.95

(SET 2" IRON PIPE FOR 3/4 CORNER)  
EAST

SEC 21  
SEC 20



PROPERTY LOCATION

THE SOUTH 1/4 OF SECTION 21,  
TOWNSHIP 24 NORTH, RANGE 16  
EAST, WM.



LICENSE NO. 13035

WAYNE MAIN & ASSOCIATES	
P.O. BOX 345	LEWIS & CLARK, WY
BOULDER, CO 80501	PROPERTY SURVEY
PHONE 441-1111	
FAX 441-1111	PACK RIVER, INC
	1000 W. 10TH ST. BOULDER, CO

Figure 4

COMPARABLE SALES ANALYSIS FOR NO. 14 - BETTIS

LOCATION: Valley County, Idaho. Big Creek - flows into Middle Fork Salmon.

SIZE: 160 Acres

NOMINAL SALES PRICE: \$880,000

UNADJUSTED LAND VALUE: \$5,000/ACRE

ADJUSTED LAND VALUE: \$4,875/ACRE

SALES DATE: 8/12/79, recorded 8/13/79.

GRANTOR: Harry L. and Carol M. Bettis and Michael B. and Margaret H. Jager.

GRANTEE: United States of America

DOCUMENTS: Warranty Deed

LEGAL DESCRIPTION: Ptn. Secs. 28 and 29, T21N, R12E., 160 acres.

AERIAL PHOTOGRAPH: 9/25/70 EVC-38-126, 127, 128.

PURPOSE: Recreation - wilderness

TERMS: Cash

BUILDING IMPROVEMENTS: Estimate of \$100,000 for improvements thought reasonable by Dave Karling, Forest Service.

TIMBER: Not accessible for commercial lumber.

MINERAL RIGHTS: Included but of negligible value.

LEGAL ATTRIBUTES: Sellers retained partial access for two years.

LINKAGE ATTRIBUTES: Trail only.

COMMENTS: Forest Service does not have right of eminent domain in Spanish Primitive Area; must negotiate price only when properly offered on the market. Forest Service attempting to gain control of major access points and river rafting.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: -\$100,000



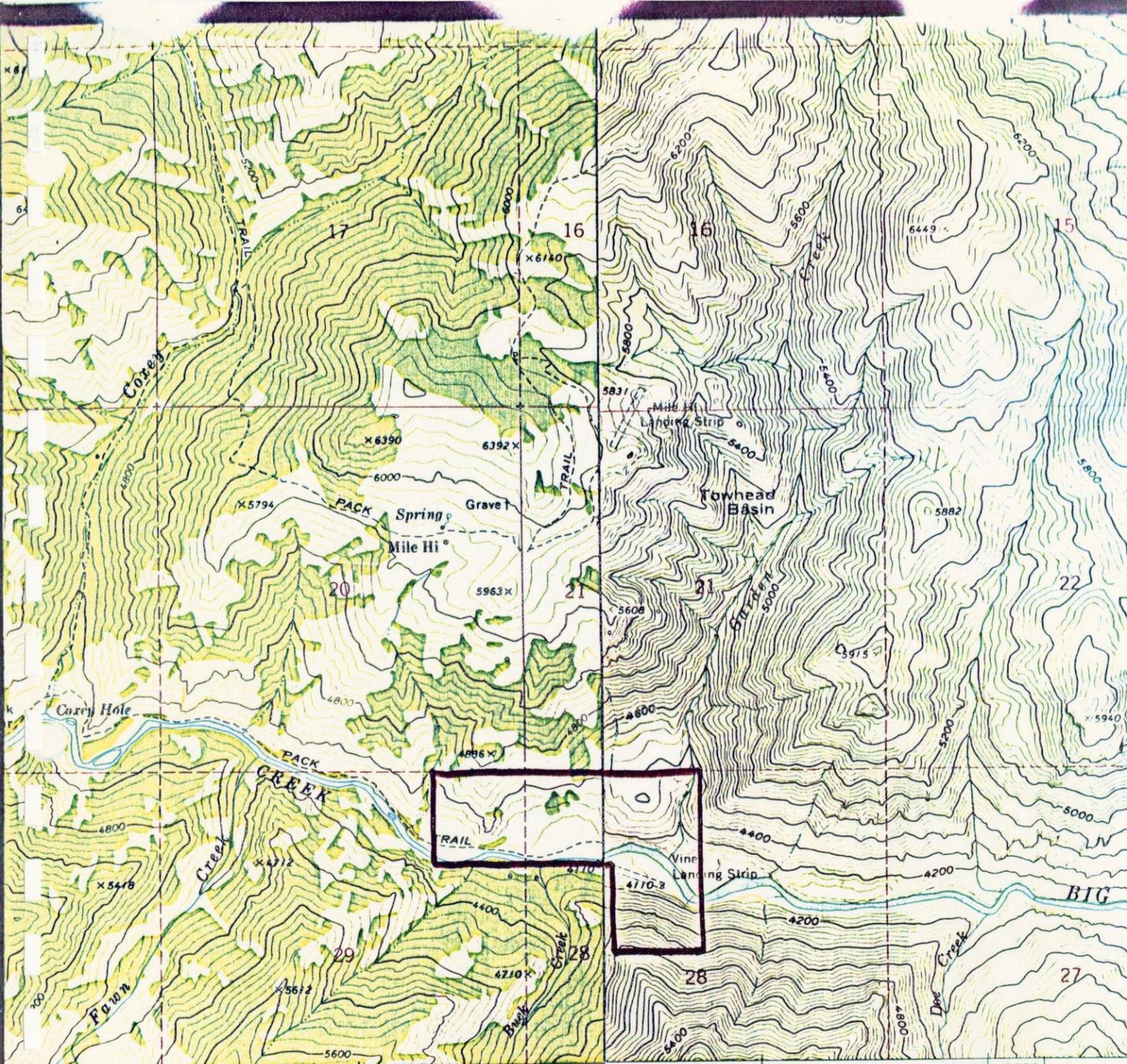
Comparable 14: Looking Northeast, Comparable in Middleground



Comparable 14: West Side of Comparable, Looking North



Comparable 14: Close-up of Comparable, Looking Easterly



● INTERIOR-GEOLOGICAL SURVEY, RESTON, VIRGINIA - 1975  
 655 656 657000m E 115°00' 658 700 000 FEET

**ROAD CLASSIFICATION**

- Primary highway, hard surface
- Secondary highway, hard surface
- Light-duty road, hard or improved surface
- Unimproved road
- Interstate Route
- U. S. Route
- State Route

Mapped, edited, and published by the Geological Survey  
 Control by USGS and USC&GS  
 Topography by photogrammetric methods from aerial photographs taken 1957. Field checked 1962  
 Projection: conic projection. 1927 North American datum  
 10,000-foot grid based on Idaho coordinate system, west zone  
 1000-meter Universal Transverse Mercator grid ticks, zone 11, shown in blue

**ACORN BUTTE, IDAHO**  
 N4507.5-W11500/7.5

**VINEGAR HILL, IDAHO**  
 N4507.5-W11452.5/7.5

1973  
 AMS 2974 II NE-SERIES V893

1962  
 AMS 3074 III NW-SERIES V893

UTM GRID DECLINATION

WARRANTY DEED

This indenture made this 12 day of August, 1979,  
between HARRY BETTIS, also known as HARRY L. BETTIS, also known as  
HARRY LITTLE BETTIS and CAROL M. BETTIS, his wife and MICHAEL E. JAGER  
and MARGARET E. JAGER, his wife, GRANTORS, and the UNITED STATES OF  
AMERICA, GRANTEE.

WITNESSETH: That the said Grantors, for and in consideration of  
the sum of Eight hundred eighty thousand and no/100 dollars (\$880,000.00),  
to the Grantors in hand paid by the said Grantee, the receipt of which is  
hereby acknowledged, do by these presents grant, bargain, sell, convey  
and confirm unto the said Grantee, and its assigns, forever, all the  
certain lots, pieces, or parcels of land situate, lying and being in  
the County of Valley, State of Idaho, and bounded and particularly  
described as follows, to-wit:

Township 21 North, Range 12 East, Boise Meridian

Section 28: NE1/4 and SE1/4

Section 29: NE1/4

containing 160 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments, improve-  
ments and appurtenances thereunto belonging, or in any wise appertaining,  
and the reversion and reversions, remainder and remainders, rents, issues  
and profits thereof.

TO HAVE AND TO HOLD all and singular the above mentioned and described  
premises, together with the appurtenances, unto the said grantee and to  
its successors and assigns forever, and the said grantors and its assigns,  
the said premises in the quiet and peaceable possession of the said grantee,  
its successors and assigns against the grantors and its assigns and against  
all and every person and persons whatsoever lawfully claimed or to claim the  
same, shall and will WARRANT and do by these presents forever DEFEND.





COMPARABLE SALES ANALYSIS FOR NO. 15 - TAYLOR RANCH

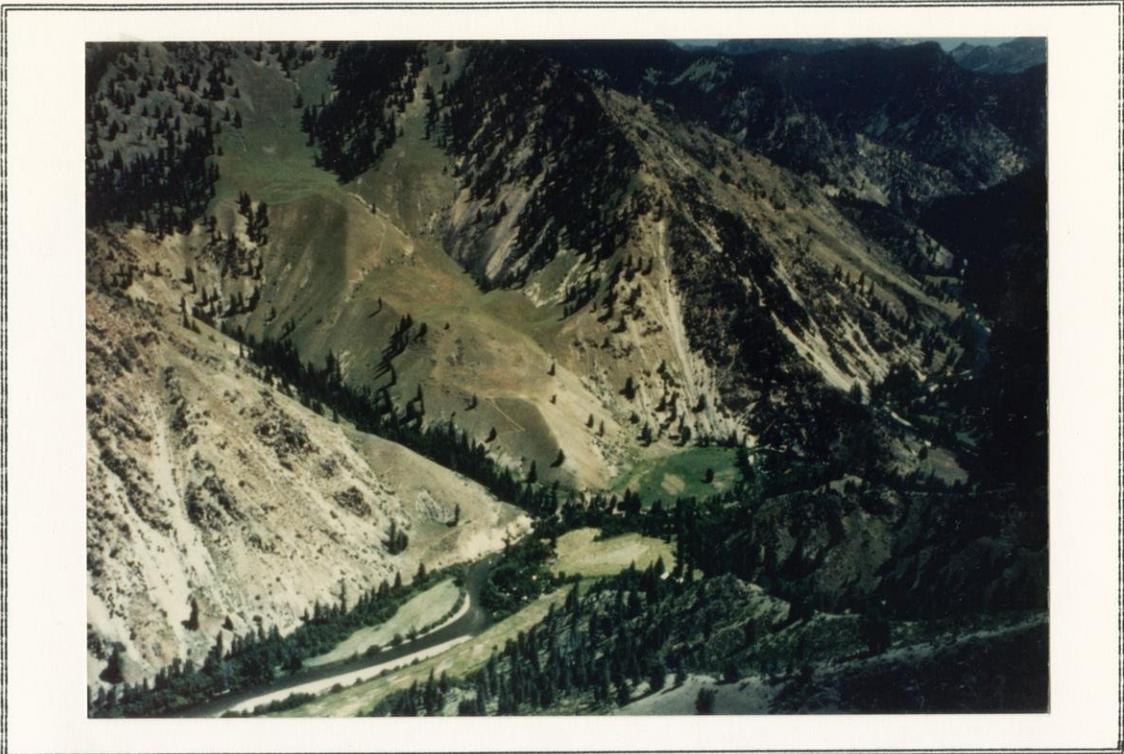
LOCATION: Big Creek, Valley County, Idaho.  
SIZE: 64.84 Acres  
NOMINAL SALES PRICE: \$100,000  
UNADJUSTED LAND VALUE: \$1,538/ACRE  
ADJUSTED LAND VALUE: \$1,234/ACRE  
IMPROVEMENT VALUE: \$20,000  
GRANTOR: Jess R. Taylor  
GRANTEE: University of Idaho  
DOCUMENTS: Warranty Deed  
LEGAL DESCRIPTION: H.E.S. #809 in Secs. 2 and 3, T20N, R13E, B.M., 64.84 Acres.  
AERIAL PHOTOGRAPH: 8/13/70, EVC-37-85, 86, 219, 220, and 221.  
PURPOSE: To acquire Wilderness Study Center.  
BUILDING IMPROVEMENTS: \$20,000  
MINERAL RIGHTS: Negligible  
COMMENTS: Airstrip better than average in terms of fly-through capability. Base for sheep ranch.  
ADJUSTMENT FOR TERMS: No adjustment necessary.  
ADJUSTMENT FOR IMPROVEMENTS: \$-20,000



Comparable 15: Looking West, Big Creek River Valley,  
Comparable in Foreground



Comparable 15: Looking North, Close-up of Comparable



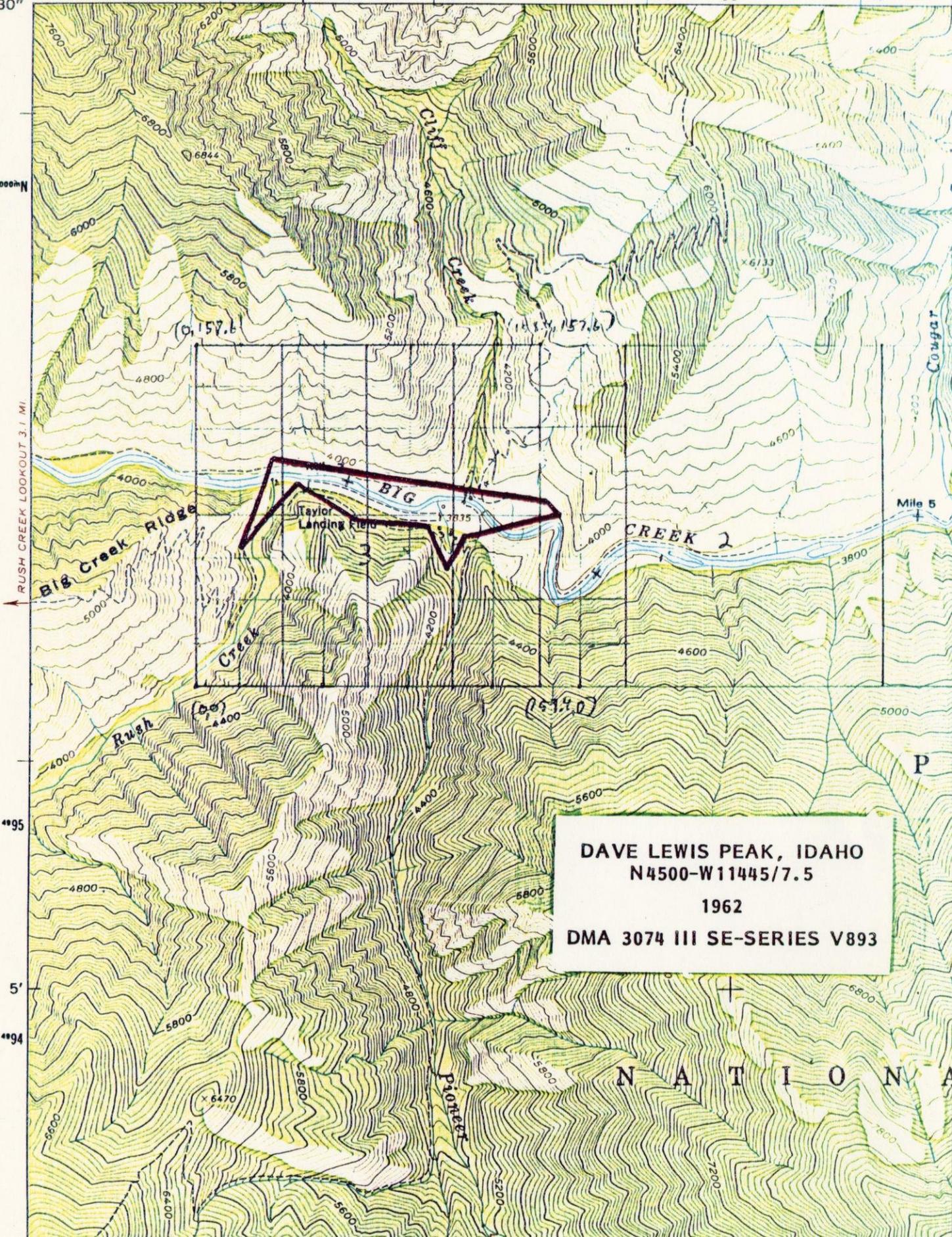
Comparable 15: Looking Northeast

3074 III NW  
(VINEGAR HILL)

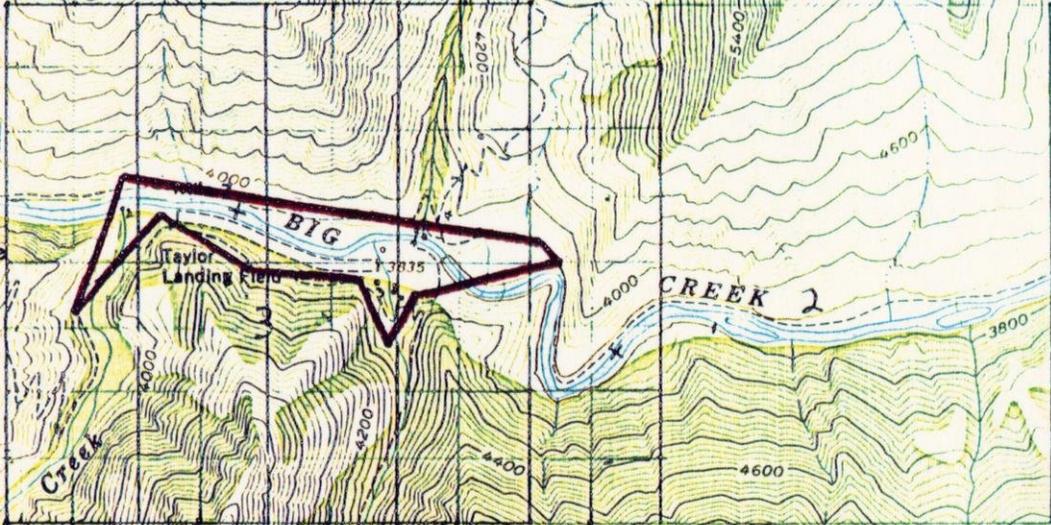
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY



114°52'30" 45°07'30" 68°00'00"E 69 70 50' 71



RUSH CREEK LOOKOUT 3.1 MI.



**DAVE LEWIS PEAK, IDAHO**  
N4500-W11445/7.5  
1962  
DMA 3074 III SE-SERIES V893

95

5'

94

N A T I O N A L



STATE OF IDAHO )

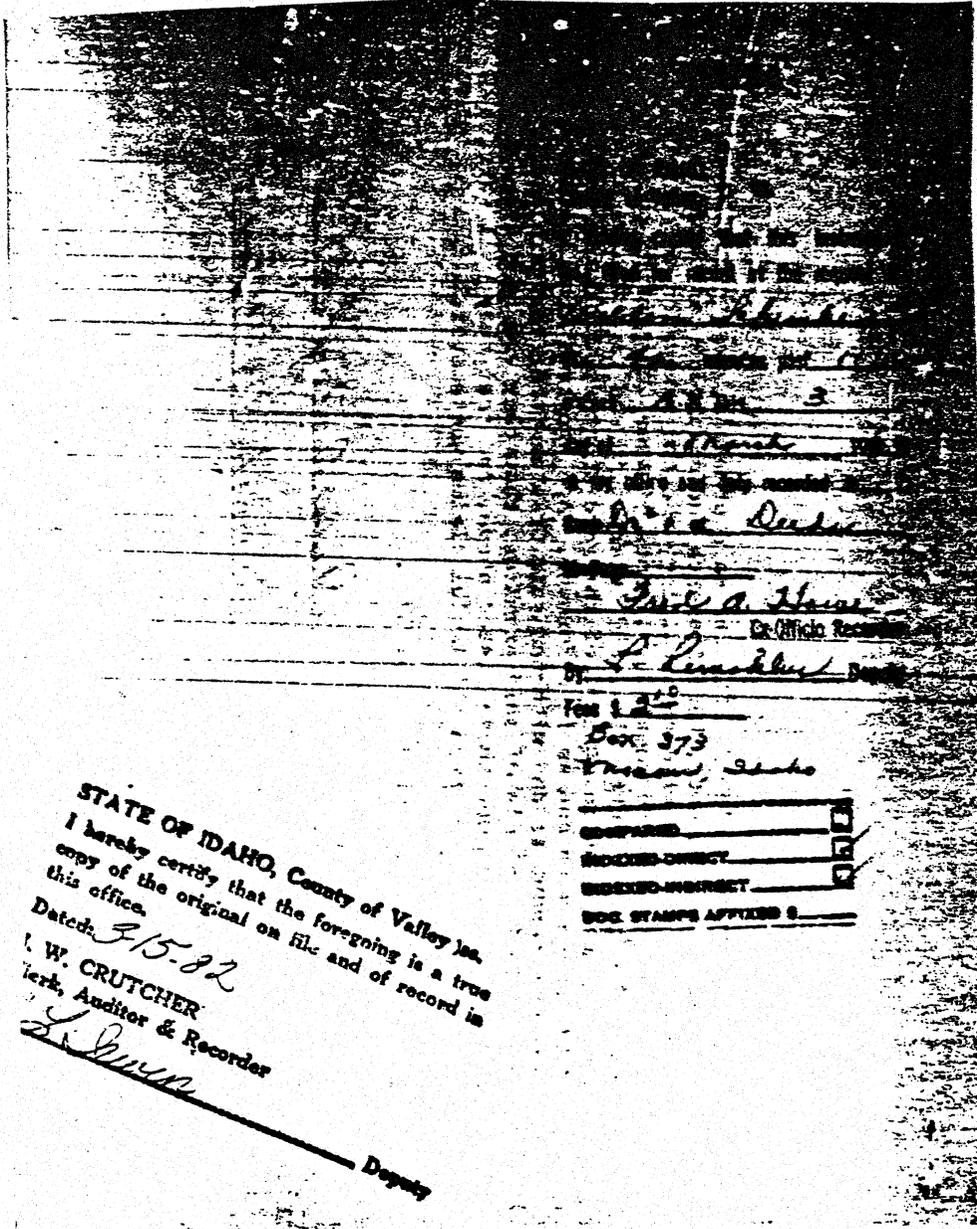
County of Ada )

ss.

On this 25th day of February, 1969, before me, the undersigned, a notary public in and for said State, personally appeared JESS E. TAYLOR and DOROTHY M. TAYLOR, husband and wife, known to me to be the persons whose names are subscribed in the foregoing instrument, and acknowledged to me that they executed the same.

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

*Robert W. Allen*  
Notary Public for Idaho  
Residing at Boise, Idaho



*John A. Howe*  
Deputy Recorder  
*P. Remick*  
Deputy

Fee \$ 2.<sup>00</sup>  
Doc 373  
Treas. Seal  
INDEXED \_\_\_\_\_  
INDEXED-CORRECT \_\_\_\_\_  
INDEXED-INCORRECT \_\_\_\_\_  
DOC. STAMPS AFFIXED \$ \_\_\_\_\_

STATE OF IDAHO, County of Valley Jcs.  
I hereby certify that the foregoing is a true  
copy of the original on file and of record in  
this office.  
Dated *3/15/22*  
W. CRUTCHER  
Clerk, Auditor & Recorder  
*L. L. ...*  
Deputy

COMPARABLE SALES ANALYSIS FOR NO. 16 - SLOAN KETTERING

LOCATION: Teton County, nine miles North of Jackson, Wyoming.  
SIZE: 462.82 Acres  
NOMINAL SALES PRICE: \$1,300,000  
UNADJUSTED LAND VALUE: \$2,809/ACRE  
ADJUSTED LAND VALUE: \$2,809/ACRE  
SALES DATE: 8/9/76, recorded 12/16/76.  
GRANTOR: Memorial Sloan Kettering Cancer Center  
GRANTEE: United States of America  
DOCUMENTS: Quit Claim Deed (Book 53, pp. 218-219)  
LEGAL DESCRIPTION: Pts. Secs. 7 & 18, T42N, R116W, 6th P.M., 462.82 Acres.  
AERIAL PHOTOGRAPH: 6/30/77 F16 BT 56023 477-147, 148, & 149, and 677-116, 117, and 118.  
PURPOSE: Recreation, Scenic  
TERMS: Cash, Quit Claim Deed attached.  
BUILDING IMPROVEMENTS: None  
TIMBER: Negligible  
MINERAL RIGHTS: Included but no evidence of mining exploration or claims.  
LEGAL ATTRIBUTES: Quit Claim Deed  
LINKAGE ATTRIBUTES: Entrance to the back of Grand Teton Mountain. Visually linked to Jackson Hole Airport which is two miles to the east.  
COMMENTS: This acquisition is part of a three parcel acquisition from interests controlled by the Rockefellers. Three parcel set had road access although subject property does not. Two other parcels were owned by the government or zoned for ranching. Subject property adjoins back side of Jackson Hole Ski Resort and Village on Apres Vous Mountain.  
ADJUSTMENT FOR TERMS: No adjustment necessary.  
ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 16: Looking West Up Canyon Creek



Comparable 16: Looking East Down Canyon Creek



Comparable 16: Northeast Face of Comparable



Comparable 16: Close-up of Northeast Face of Comparable

513

50'

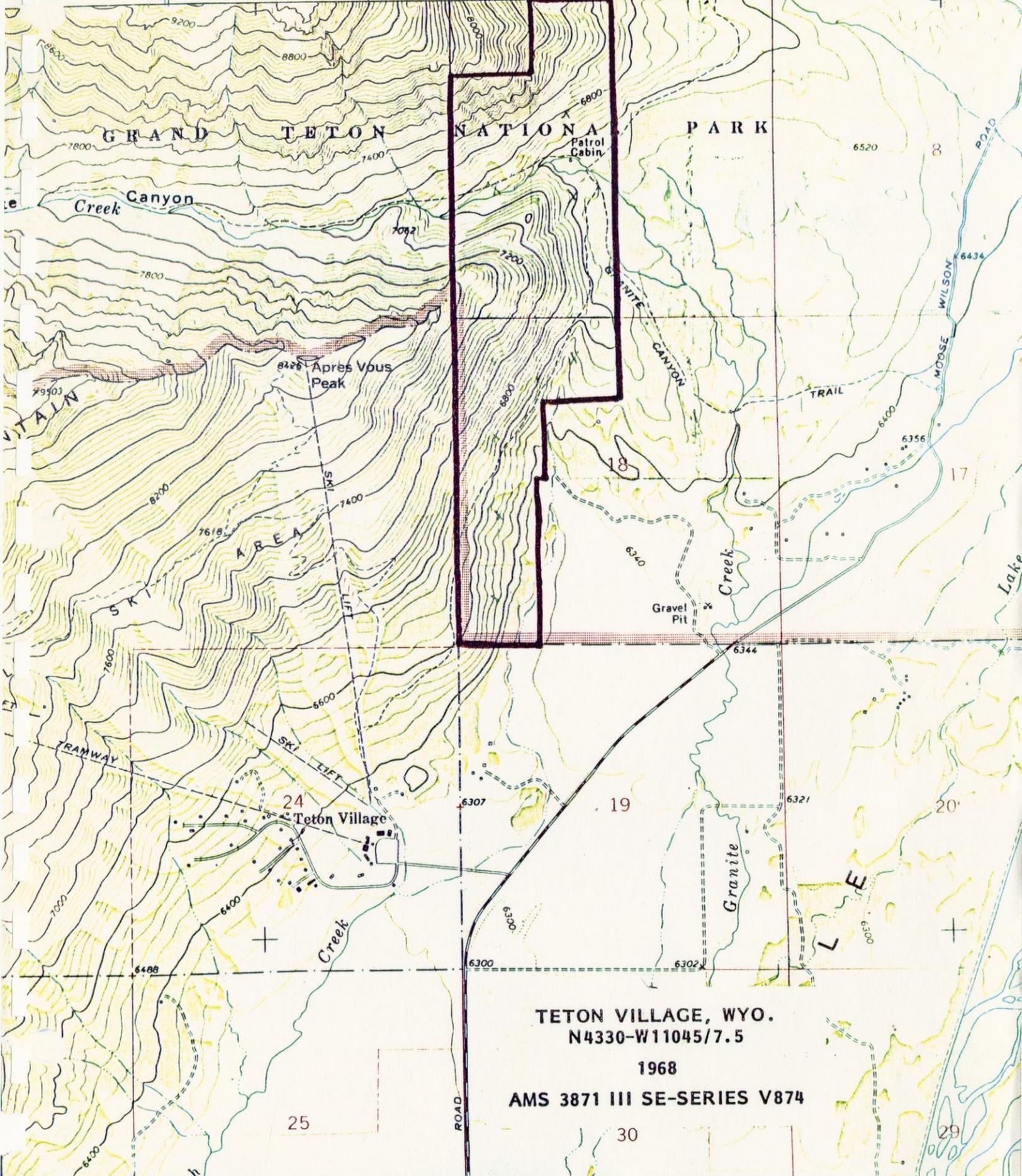
514

R 117 W, R 116 W.

3871 IIIINE (GRAND TETON)

516

47'30" 517



TETON VILLAGE, WYO.  
N4330-W11045/7.5

1968

AMS 3871 III SE-SERIES V874

25

30

29

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 9th day of August, 1976, between the Memorial Sloan-Kettering Cancer Center, a New York, not-for-profit Corporation, Grantor, and the United States of America, Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents convey and quitclaim unto the Grantee, its successors and assigns, forever, all right, title, claim and interest which the Grantor has in and to the following described real property located in Teton County, State of Wyoming:

The NE-1/4 NW-1/4, SE-1/4 NW-1/4, NE-1/4 SW-1/4, SE-1/4 SW-1/4, Lot 2, Lot 3, and Lot 4, Section 7; NE-1/4 NW-1/4, Lot 1, Lot 2, Lot 3, and Lot 4, and the west 53 feet of the SE-1/4 NW-1/4 Section 18; All in Township 42 North, Range 116 West, 6th P.M., containing 462.82 acres, more or less.

Together with Grantor's right, title, and interest in and to any and all water and water rights, ditches and ditch rights appurtenant to this property.

Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines and any additional easements or encumbrances of sight or record.

All of the foregoing described property is being acquired for the Department of the Interior, National Park Service.

IN CONSIDERATION of the above sum stated, the Grantor hereby releases and quitclaims to the Grantee and its assigns all right, title and interest of the Grantor

12-16	76	1:05	P
Book 53	Photo	218 & 219	
No. 164874	4.50 pd		

*11.20*



COMPARABLE SALES ANALYSIS FOR NO. 17 - NATURE CONSERVANCY

LOCATION: Gallatin County, 35 miles S.S.W. of Bozeman, Montana.  
SIZE: 3677 Acres  
NOMINAL SALES PRICE: \$950,000  
UNADJUSTED LAND VALUE: \$258/ACRE  
ADJUSTED LAND VALUE: \$258/ACRE  
SALES DATE: 4/12/77, recorded 4/25/77.  
GRANTOR: The Nature Conservancy  
GRANTEE: United States of America Forest Service  
DOCUMENTS: Warranty Deed (Film 36, pp. 2760-2761).  
LEGAL DESCRIPTION: Ptn. Sec. 10, Sec. 11, Ptn. Sec. 12, Secs. 13, 14, 15,  
Ptn. Sec. 22, Sec. 23, T9S, R3E., 3677 Acres.  
AERIAL PHOTOGRAPH: 8/20/71 EXX-23-74, 75, 76, 77, and EXX-23-139, 140,  
141, 142.  
PURPOSE: Blocks in Fee Simple Ownership.  
TERMS: Cash  
BUILDING IMPROVEMENTS: None  
TIMBER: More than 1,000 acres were clear-cut prior to Nature  
Conservancy Acquisition.  
MINERAL RIGHTS: Acquired but negligible  
LEGAL ATTRIBUTES: Unused 60-family unit subdivision platted in 1974.  
LINKAGE ATTRIBUTES: Fair to none.  
DYNAMIC ATTRIBUTES: Low scenic value.  
COMMENTS: Formerly the Goodrich Ranch, whose owners proposed an  
800 acre subdivision. Neighbors protested and after  
two years Gallatin County passed ordinances to prevent  
development. Senator Lee Metcalf of Montana wished to  
create a wilderness area which is now called the  
Taylor-Hilgard Wilderness Study Area. Still a  
candidate for wilderness, the Conservancy stepped in  
and bought it at a bargain price once the Forestry  
Service had determined fair market value. Nature  
Conservancy provided a small tax deduction for owners  
of the Goodrich Ranch and recovered all costs in the  
transaction upon resale at a discount from fair market  
value to the Forest Service. Both Robert Kieslinn and  
Roger Johnson from the Forestry Service indicated that  
fair market value was close to 1.3 million.  
ADJUSTMENT FOR TERMS: No adjustment necessary.  
ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 17: Looking West, Overall View of Comparable



Comparable 17: Looking Northwest, Section 13 Foreground



Comparable 17: Looking Southwest - Parts of Sections 10, 11, 14, and 15



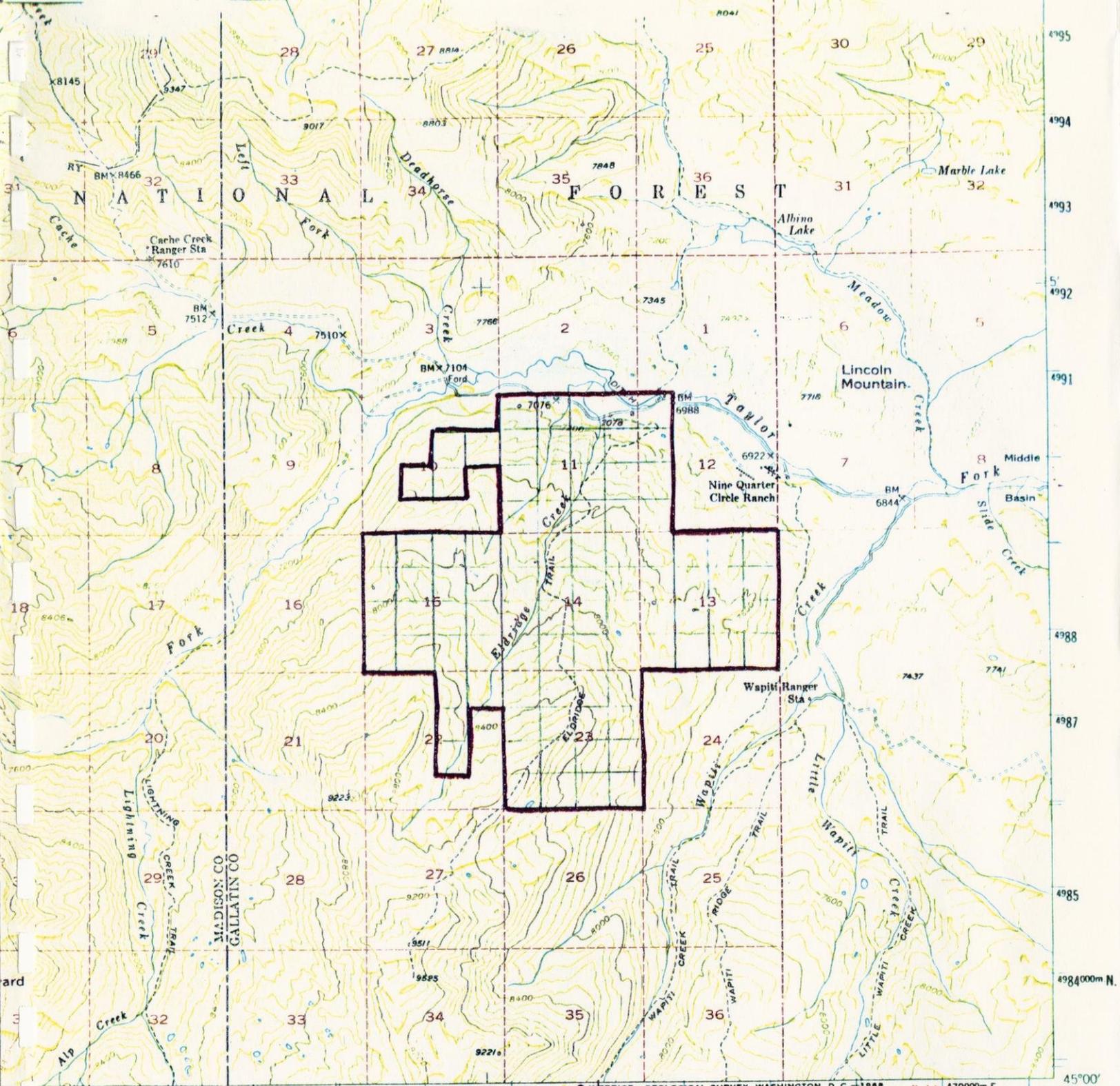
Comparable 17: Looking South - Parts of Sections 11, 13, and 14



Comparable 17: Looking North - Parts of Sections 11, 13 and 14



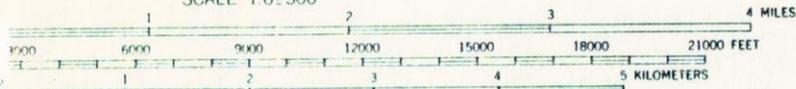
Comparable 17: Looking Southwest - Parts of Sections 11, 13, 14, 15 and 23



(HEBGEN DAM)  
3773 14

INTERIOR—GEOLOGICAL SURVEY, WASHINGTON, D. C. 1988 R 41 479000m E. 45°00' 111°15'

SCALE 1:62500



CONTOUR INTERVAL 80 FEET  
DATUM IS MEAN SEA LEVEL



QUADRANGLE LOCATION

ROAD CLASSIFICATION

- Heavy-duty 4 LANE 16 LANE Light-duty
- Medium-duty 4 LANE 16 LANE Unimproved dirt
- U. S. Route State Route

SPHINX MOUNTAIN, MONT.  
N4500-W11115/15

1950

AMS 3774 III—SERIES V794

COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
AL SURVEY, DENVER, COLORADO 80225 OR WASHINGTON, D. C. 20242  
OF THE ORIGINAL DRAWINGS WITH 20-FOOT CONTOURS AVAILABLE  
CRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

COMPARABLE SALES ANALYSIS FOR NO. 18 - LONE PEAK-ANKENY

LOCATION: Gallatin County, 25 miles south of Bozeman, Montana.  
SIZE: 1,760 Acres  
NOMINAL SALES PRICE: \$600,000  
UNADJUSTED LAND VALUE: \$1,760/ACRE  
ADJUSTED LAND VALUE: \$1,760/ACRE  
SALES DATE: 4/5/79, recorded 5/10/79.  
GRANTOR: Lone Peak, Inc.  
GRANTEE: Michael H. Ankeny  
DOCUMENTS: Warranty Deed (Book 50, pp. 35-37).  
LEGAL DESCRIPTION: Ptns. Secs. 5, 9, 15, Sec. 17 and Pt. Sec. 23, T6S, R3E., 1,760 acres.  
AERIAL PHOTOGRAPH: 8/16/71, EXX-19-48, 49, 50, 51, 52;  
8/18/71, EXX-21-150, 151, 152, 153, 154;  
8/20/71, EXX-32-56, 57, 58;  
8/20/71, EXX-23-157, 158, 159.  
PURPOSE: Recreation - Speculation.  
TERMS: Cash  
ALSO INCLUDED: Guaranteed access.  
TIMBER: Lodgepole pine  
LEGAL ATTRIBUTES: See attached deed.  
LINKAGE ATTRIBUTES: Some roads into Secs. 17 and 23; other four parcels accessible only by trail through National Forest lands.  
DYNAMIC ATTRIBUTES: Lower parcels are wooded. Upper parcels are relatively bare with one or two major talus slopes.  
COMMENTS: Buyer purchased for selected development. Experienced developer. Upper parcels are in a good area for goat hunting. Government acquired 480 acres in Secs. 5 and 9 of T6S, R3E, in a trade for value of lower altitude land. Ankeny has apparently over-improved other parcels with roads and utilities in excess of \$200,000.  
ADJUSTMENT FOR TERMS: No adjustment necessary.  
ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.



Comparable 18: Section 17, Looking South



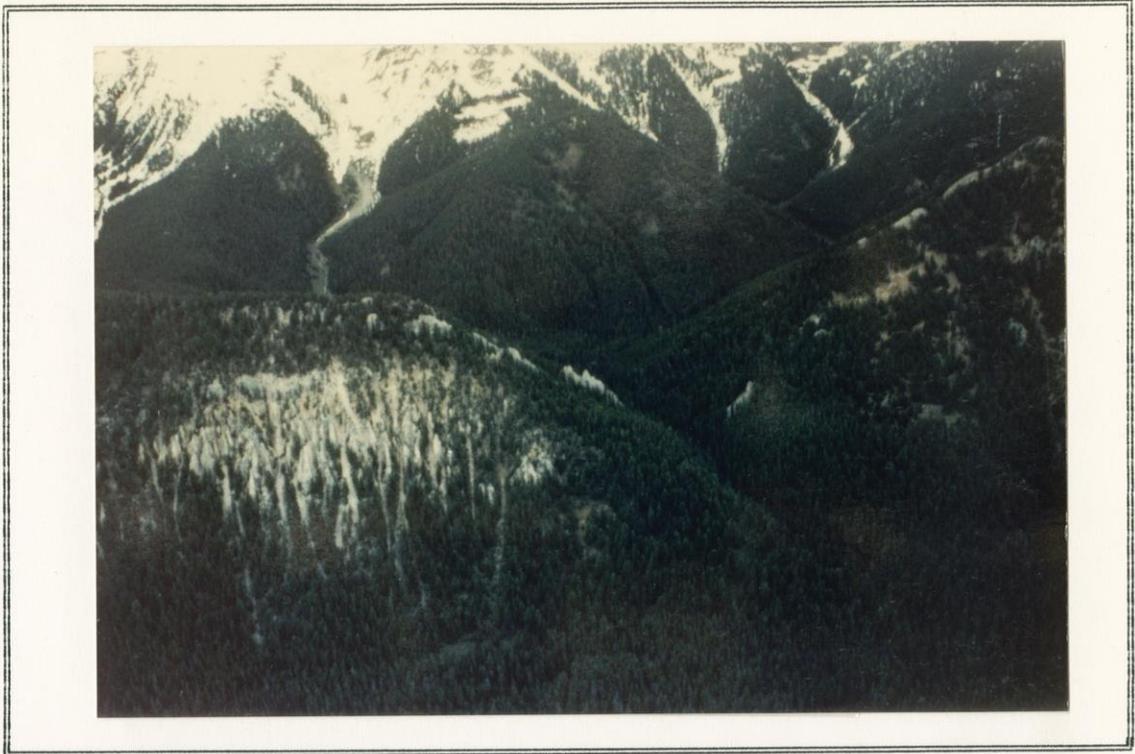
Comparable 18: Section 5 Basin and Ridge



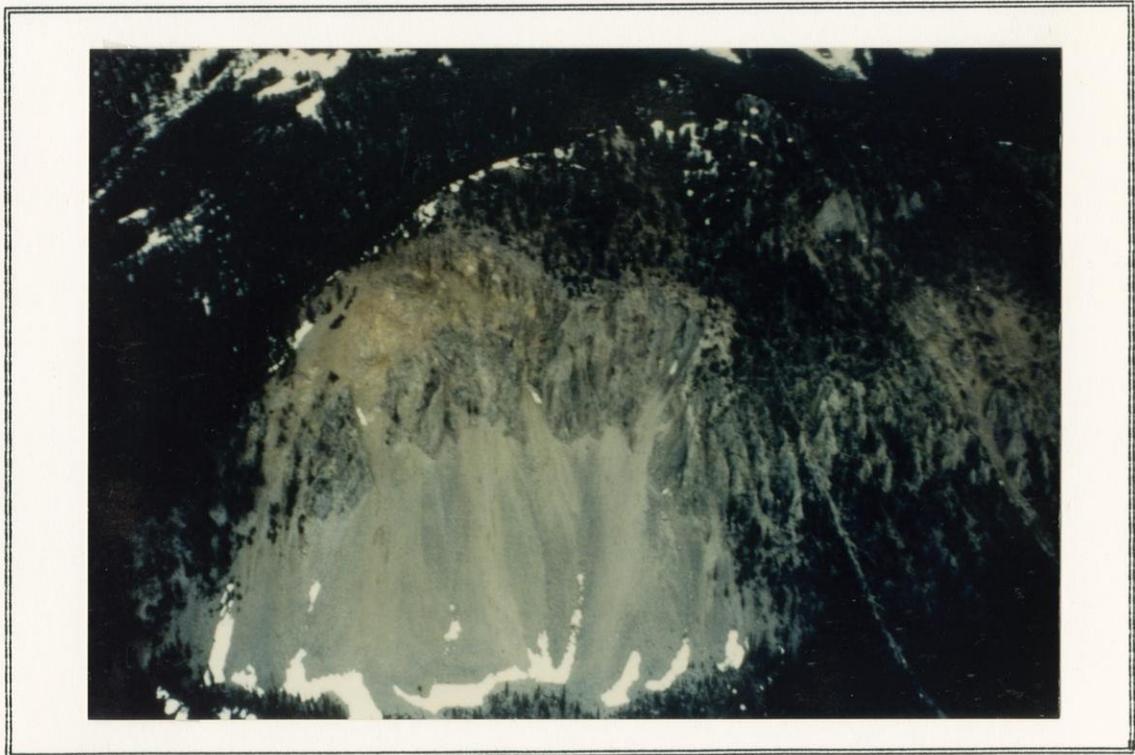
Comparable 18: South Face of Section 23



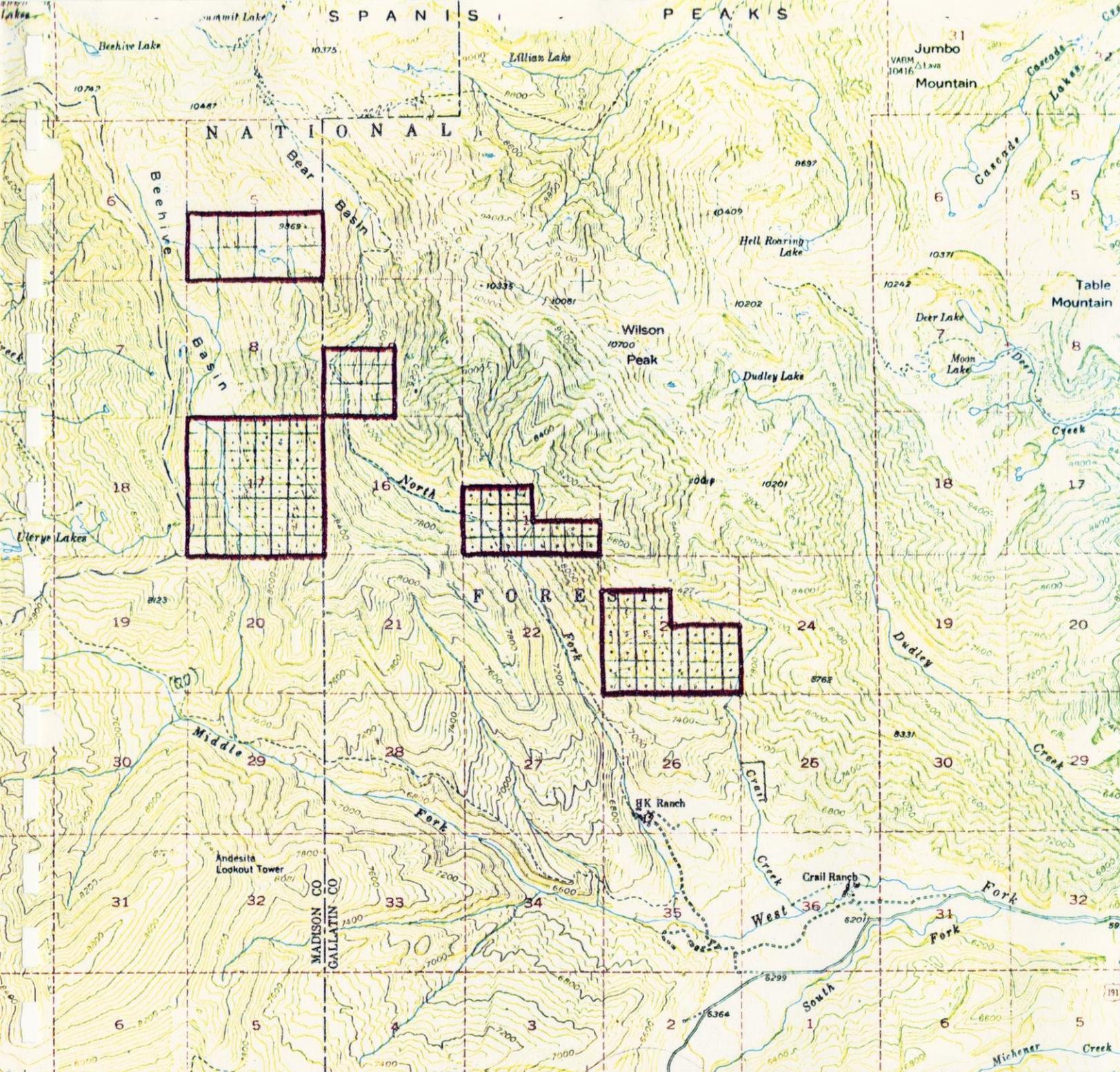
Comparable 18: Southwest Slope of Section 23



Comparable 18: Section 15, Southeast Face

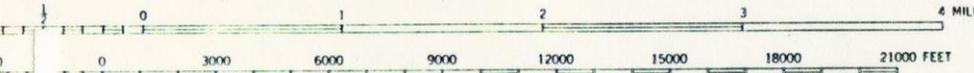


Comparable 18: Talus Slope in Section 9



(SPHINX MOUNTAIN)  
3774 III

SCALE 1:62500



CONTOUR INTERVAL 40 FEET  
DATUM IS MEAN SEA LEVEL



QUADRANGLE LOCATION

ROAD CLASSIFICATION

Heavy-duty	—————	Light-duty	—————
Unimproved dirt	- - - - -		
	□	U.S. Route	

SPANISH PEAKS, MO  
N4515—W11115/15

1950

AMS 3774 IV—SERIES V75

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225 OR WASHINGTON, D. C. 20242  
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

For Value Received LONE PEAK, INC., a Michigan Corporation, of Boyne Falls, Michigan, the Grantor, does hereby grant, bargain, sell and convey unto MICHAEL H. ANKENY, c/o Sargent Management Company, 930 Dain Tower, Minneapolis, Minnesota 55402, the Grantee, the following-described premises in Madison County and Gallatin County, Montana, to-wit:

1. All of Section 17, Township 6 South, Range 3 East, P.M.M., Madison County, Montana, together with (i) an easement for pedestrian and vehicular access along Lone Mountain Trail extension and Crow Wing Road as presently laid out in Cascade Subdivision in Section 19, together with the right at Grantee's expense to upgrade or improve Lone Mountain Trail extension and Crow Wing Road (ii) a 66 foot easement for pedestrian and vehicular access to provide access from Crow Wing Road to the southerly boundary of Section 18 or the westerly boundary of Section 20, as Grantee may elect, to be located at such a place in the northeasterly portion of Section 19, said township and range, as may be designated by Grantee's engineers, and (iii) an easement for underground telephone and utility facilities through Section 19, at a place to be designated by Grantee's engineers. Said parcel is subject to the restrictions that the same will be used only for single family residential purposes and may not contain more than six (6) single family residences, each of which may have out-buildings pertinent to the residences, and that there will be no commercial timbering of the property; and subject to the further requirement that so long as Crow Wing Road remains a private drive, the owners of Section 17 will share in its maintenance with other users based on the number of users.
2. The South one-half of Section 5, Township 6 South, Range 3 East, P.M.M., Madison County, Montana.
3. The Southwest Quarter of Section 9, Township 6 South, Range 3 East, P.M.M., Gallatin County, Montana.
4. The Southwest Quarter and the South one-half of the Southeast Quarter, Section 15, Township 6 South, Range 3 East, P.M.M., Gallatin County, Montana, together with easements for pedestrian and vehicular access over (i) existing roads in those portions of Sections 21, 27 and 35, Township 6 South, Range 3 East, P.M.M., Gallatin County, Montana, owned by Grantor, and (ii) such portions of said Sections 21 and 27 as may be necessary to provide access from said existing roads to said Section 15, either directly or through Forest Service land.
5. The South one-half and the South one-half of the Northwest Quarter, Section 23, Township 6 South, Range 3 East, P.M.M., Gallatin County Montana, together with easements as specified in paragraph 4.
6. A tract of land in the Southwest Quarter (SW 1/4) of Section 25, Township 6 South, Range 3 East, P.M.M., Gallatin County, Montana, and being more particularly described as follows:

Beginning at the West Quarter corner of Section 25, said township and range; thence North 89°49'14" East, along the East-West centerline of said Section 25, a distance of 777.35 feet; thence South 00°10'46" East a distance of 1467.59 feet to a point on a curve and the Easterly Right-of-Way of Chief Joseph Trail; thence along a 75 foot radius curve to the left having a tangent bearing of North 00°00'00" East a central angle of 177°44'30" and an arc length of 232.66 feet to the point of tangency; thence South 2°15'30" West a distance of 86.95 feet to the point of curve; thence along a 95.00 foot radius curve to the right having a central angle of 99°55'00" and an arc length of 113.95 feet to the point of tangency; thence North 77°49'30" West a distance of 135.02 feet, a central angle

of 3°35'49" and an arc length of 11.30 feet; thence on an angle to the right West 40°00'00" West a distance of 86.09 feet; thence South 50°00'00" West a distance of 440.95 feet to the Westerly section line of Section 25; thence North 00°26'09" West along said section line a distance of 1797.09 feet to the point of beginning. Containing 28.11 acres. According to Certificate of Survey No. 712.

Subject to the restriction that so long as Mrs. Chet Huntley owns Tract I, Sweetgrass Hills, or Gust Paam owns Tract II, Sweetgrass Hills, said parcel shall be used only for purposes of non-commercial pasturing and stabling of horses, with no commercial, industrial or residential development. Together with an easement for pedestrian and vehicular access along Chief Joseph Trail to a public street or highway.

Subject to the further restriction that so long as Chief Joseph Trail remains a private road, the owner of the parcel described above will share in its maintenance with other users based upon the number of users.

7. Water rights, if any, and any other rights and easements appurtenant to any or all of the parcels described above.

Subject to easements and rights-of-way of record or visible on the premises, and subject to restrictions, declaration of protective covenants, by-laws for Big Sky Owners Association, Inc.

Subject to the lien for 1979 taxes and assessments.

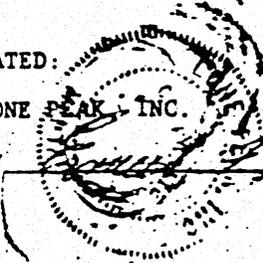
All restrictions imposed by the terms of this conveyance shall not apply to and shall be of no force and effect with respect to any portion of the premises that hereafter is transferred to the United States or any agency or instrumentality thereof. All restrictions imposed by the terms of this conveyance may be released or amended by Grantor, or such authorized successor (not to be more than one person or entity) as it may designate by instrument duly executed and recorded.

TO HAVE AND HOLD the said premises, with their appurtenances unto the said Grantee, his heirs, and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of the property granted; that the Grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances; that Grantor and all persons acquiring any interest in the same through or for Grantor will, on demand, execute and deliver to Grantee at the expense of the latter, any further assurance of the same that may be reasonably required; and that Grantor will warrant to Grantee all the said property against any person lawfully claiming the same and will defend the same from all lawful claims whatsoever.

DATED:

LONE PEAK, INC.

By

 *Everett F. Kircher*  
President

ATTEST:

*Charles Trase*  
Secretary

STATE OF MICHIGAN )

County of CHARLEVOIX )

ss.

On this 5<sup>TH</sup> day of April, 1979, before me, a notary public for the State of Michigan, personally appeared Everett F. Kircher,

5/26 74/100

known to me to be the President of Lone Peak, Inc., and Charles Moll, known to me to be the Secretary of Lone Peak, Inc.; that executed the within instrument and acknowledged to me that such corporation executed the same.

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

*Dale J. Little*  
Notary Public for the State of Michigan. Residing at *Bay City, Mich.*  
Michigan. My commission expires *NOVEMBER 9, 1984*

INDEXED   
PLATTED   
61892

State of Mont., County of Gallatin, ss Filed for record May 10, 1979  
at 9:20 A.M., and recorded in Book 50 of DEEDS page 35  
Lucille A. Bridges Recorder. By *Carol D. Taylor* Deputy  
RT: Gallatin Title Co.  
\$6.00

541 74100

COMPARABLE SALES ANALYSIS FOR NO. 19 - TAYLOR LAKE

LOCATION: Taylor Lake Area, Siskiyou County, California.  
SIZE: 640  
NOMINAL SALES PRICE: \$194,000  
UNADJUSTED LAND VALUE: \$303/ACRE  
ADJUSTED LAND VALUE: \$303/ACRE  
SALES DATE: 1/79  
GRANTOR: G.O. Erlandson  
GRANTEE: United States Forest Service  
DOCUMENTS: Grant Deed  
LEGAL DESCRIPTION: The property is located in T41N, R10W, S35 (all),  
Mount Diablo Base and Meridian.  
TOPOGRAPHIC MAP : Eaton Peak, California Quad. 7.5 minute time series.  
PURPOSE: The high alpine lake environment, including lake  
amenities, was desirable for backcountry recreation  
uses.  
TERMS: Cash  
BUILDING IMPROVEMENTS: None  
TIMBER: Some consideration but excessive logging costs.  
MINERAL RIGHTS: None known  
LINKAGE ATTRIBUTES: Property accessible by foot trail, or seaplane only.  
COMMENTS: The majority of this parcel is within the Russian Peak  
Wilderness Area. This area was designated by the  
powers of the California Wilderness Bill. The Pacific  
Crest Trail runs through the parcel.  
ADJUSTMENT FOR TERMS: No adjustment necessary.  
ADJUSTMENT FOR  
IMPROVEMENTS: No adjustment necessary.  
INTERVIEWED: Brian Tower, Klamath National Forest, Real Estate  
Specialist. 1/23/88.  
Miles Huber, interviewer.

AND WHEN RECORDED MAIL TO:  
Shasta-Trinity National Forest  
2400 Washington Avenue  
Redding, CA 96001

REAL PROPERTY TRANSFER TAX \$ None

DECLARED : Dan French  
BY AND FOR: Forest Service (U.S.D.A.)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

KNOW ALL MEN BY THESE PRESENTS, that G.O. Erlandson and Adelle Erlandson, husband and wife, as to an undivided 40% interest; Jana McClain, an unmarried woman, as to an undivided 20% interest; Lisa Erlandson, an unmarried woman, as to an undivided 20% interest and Gordon Erlandson, an unmarried man as to an undivided 20% interest

†

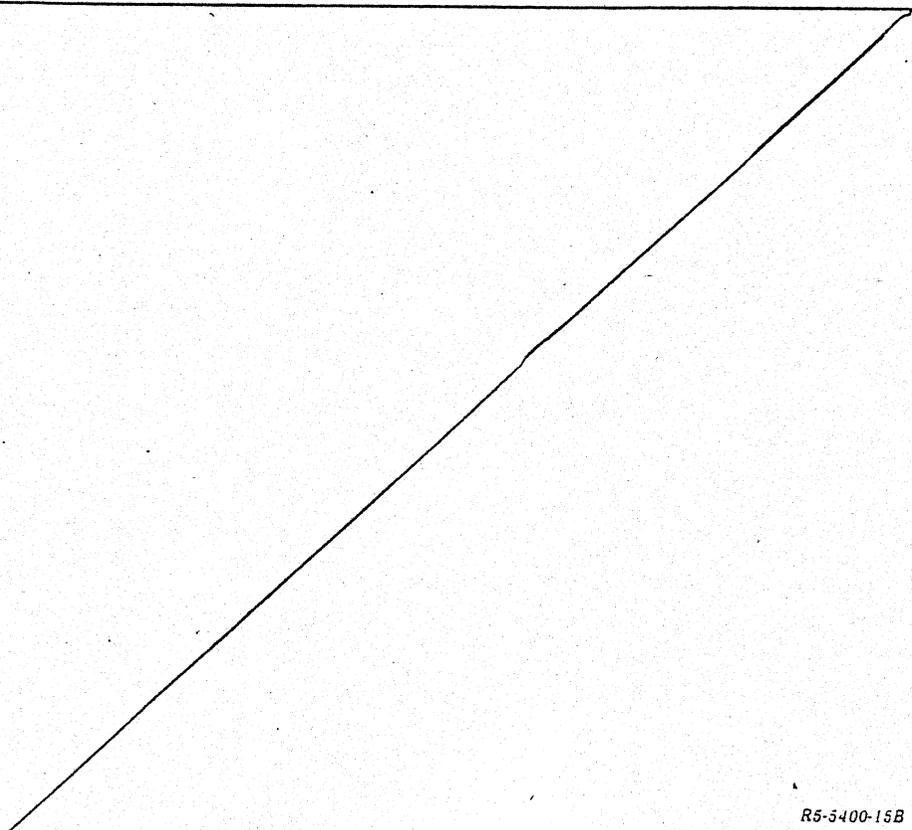
for and in consideration of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100- - - - -  
----- dollars (\$ 225,000.00 - - - - - ),

and other good and valuable considerations, the receipt of which is hereby acknowledged, pursuant to the Act of August 3, 1956 (70 Stat. 1034) and the Land and Water Conservation Fund Act of 1965 (78 Stat. 897) do

hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns, all those certain lots, pieces or parcels of land situate, lying and being in the County of Siskiyou

-----, State of California, more particularly described as follows:

MOUNT DIABLO MERIDIAN, CALIFORNIA  
T. 41 N., R. 10 W.,  
Section 35; All



This deed is correct as to description, consideration and condition

Signed Dan French Kent J. Pincus  
Title Notary Public  
Date Feb. 15, 1979

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

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the United States of America and its assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12 day of February, 1979.

G.O. Erlandson  
G.O. Erlandson

Jana McClain, Lisa Erlandson and Gordon Erlandson  
Jana McClain, Lisa Erlandson and Gordon Erlandson, by their Attorney-in-fact, G.O. Erlandson

Adelle Erlandson  
Adelle Erlandson

ACKNOWLEDGMENT

State of OREGON )  
County of Klamath ) SS.

On this 12 day of Feb in the year 1979, before me, the undersigned, a Notary Public in and for said State, with principal office in Klamath County, personally appeared G. O. Erlandson and Adelle Erlandson and acknowledged the foregoing to be their voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission Expires 2-5-79

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

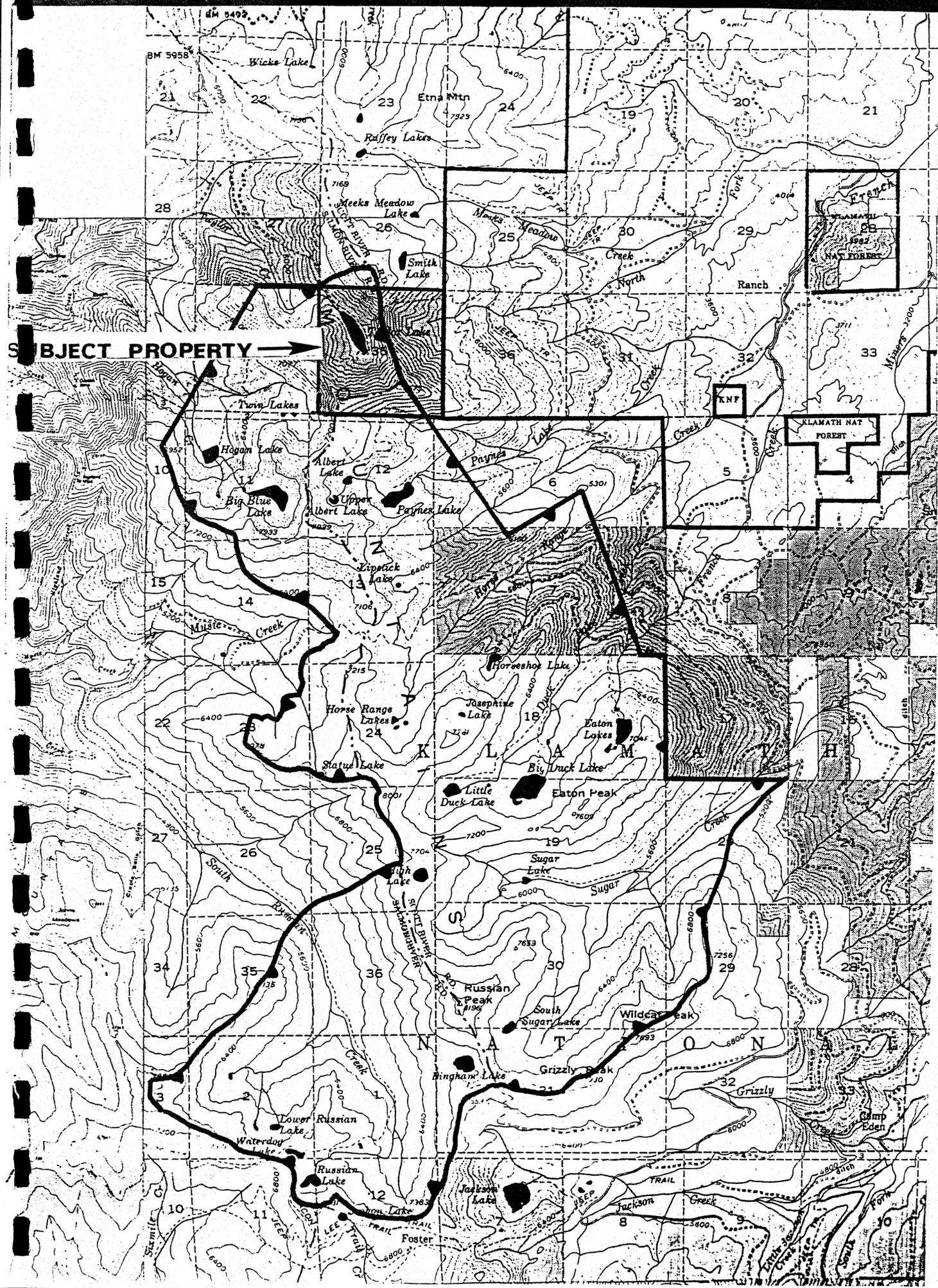
STATE OF OREGON, )  
County of Klamath ) ss.

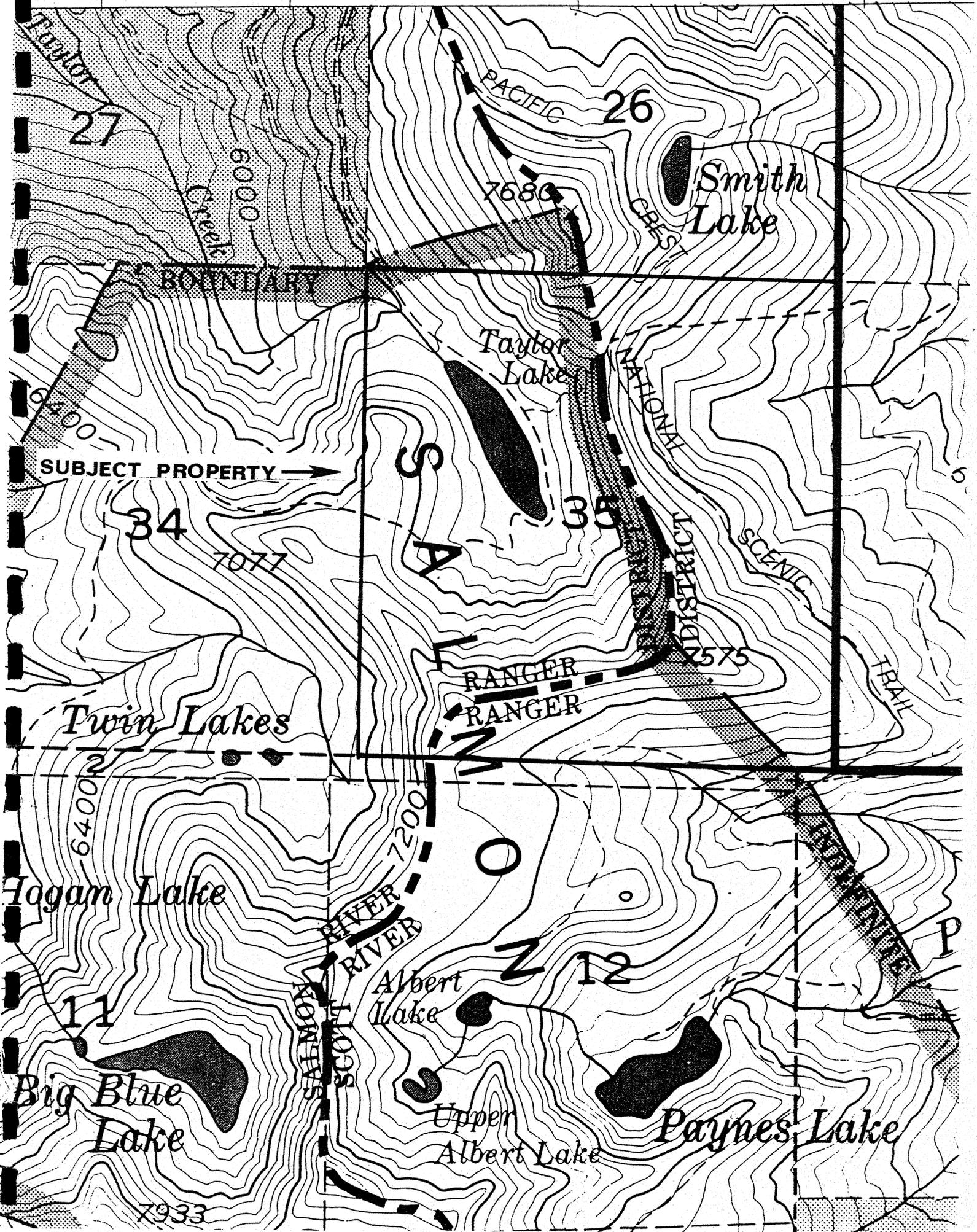
On this the 12 day of February, 1979, personally appeared G. O. Erlandson who, being duly sworn (or affirmed), did say that he is the attorney in fact for Jana McClain, Lisa Erlandson and Gordon Erlandson and that he executed the foregoing instrument by authority of and in behalf of said principals and he acknowledged said instrument to be the act and deed of said principals.

(Official Seal)

Before me:  
[Signature]  
My Commission Expires 2-5-79  
Notary Public for Oregon

**SUBJECT PROPERTY** →





COMPARABLE SALES ANALYSIS FOR NO. 20 - KENNEDY-MEADOW

LOCATION: Inholding of Emigrant Wilderness Area, Toulame County, CA.

SIZE: 832 Acres

NOMINAL SALES PRICE: \$500,000

UNADJUSTED LAND VALUE: \$601/ACRE

ADJUSTED LAND VALUE: \$601/ACRE

SALES DATE: 2/14/79

GRANIOR: Pacific Gas and Electric Company

GRANTEE: United States Forest Service

DOCUMENTS: Grant Deed

LEGAL DESCRIPTION: The property is all located in T5N,R21E, Mount Diablo Base and Meridian and is further described as:  
Section 17: SW 1/4 of the NW 1/4, NE 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4.  
Section 21: N 1/2, NE 1/4 of the SW 1/4, and the N 1/2 of the SE 1/4.  
Section 22: Lots 1, 2, 3, and 4, the NE 1/4 of the SW 1/4.  
Section 27: Lot 1 and the E 1/2 of the NE 1/4.

TOPOGRAPHIC MAP IDENT. Sonora Pass, California quadrangle, 7.5 minute series.

PURPOSE: Wilderness

TERMS: Cash

BUILDING IMPROVEMENTS: None

TIMBER: Not considered because of lack of road access.

LINKAGE ATTRIBUTES: Access by foot trail, water, or plane only.

COMMENTS: No motor vehicles are allowed on the property.

ADJUSTMENT FOR TERMS: No adjustment necessary.

ADJUSTMENT FOR IMPROVEMENTS: No adjustment necessary.

INTERVIEWED: Jayne Montoya, 1/22/88.  
Interviewer: Miles Huber.

\$5.00

4392

AND WHEN RECORDED MAIL TO:

tanislaus National Forest  
Attention: Wes Lewis  
75 South Fairview Lane  
Sonoma, California 95370  
CAL PROPERTY TRANSFER TAX \$ Exempt

DECLARED :  
BY AND FOR:

895-035

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

KNOW ALL MEN BY THESE PRESENTS, that PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, of San Francisco, California,

for and in consideration of five hundred thousand and no/100 -----  
----- dollars (\$500,000.00 )

and other good and valuable considerations, the receipt of which is hereby acknowledged, pursuant to the Act of September 3, 1964 (78 Stat. 896; 16 U.S.C. 1134(c)) and the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), does

hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns, all those certain lots, pieces or parcels of land situate, lying and being in the County of Tuolumne

-----, State of California, more particularly described as follows:

- (APN 21-120-01) Parcel 1. The southwest quarter of the northwest quarter of Section 17, Township 5 North, Range 21 East, M.D.B. & M.
- (APN 21-120-02) Parcel 2. The northeast quarter of the southwest quarter of Section 17, Township 5 North, Range 21 East, M.D.B. & M.
- (APN 21-120-03) Parcel 3. The southwest quarter of the southeast quarter of Section 17, Township 5 North, Range 21 East, M.D.B. & M.
- (APN 21-120-04) Parcel 4. The north half, the north half of the southeast quarter, and the northeast quarter of the southwest quarter, of Section 21, Township 5 North, Range 21 East, M.D.B. & M.
- (APN 21-130-01 and 21-150-01) Parcel 5. The southwest quarter, and the southwest quarter of the southeast quarter, of Section 22, the north half of the northeast quarter, and the southeast quarter of the northeast quarter, of Section 27, Township 5 North, Range 21 East, M.D.B. & M.

Reserving unto GRANTOR, its successors and assigns, the right to maintain and use its existing snow course located in the W 1/2 of the NW 1/4 of Section 21, T. 5 N., R. 21 E., M.D.M., and herein referred to as the Soda Creek Flat property, together with the right of access thereto by helicopter or by those surface means not in conflict with the Emigrant Basin Wilderness Area and the further rights, exercisable at any time or times, to rebuild said snow course to its requirements or to install additional equipment as it deems necessary within said Soda Creek Flat property, and to install, maintain and use aerial snow markers and telemetering and control equipment at such locations within said Soda Creek Flat property as Grantor shall deem necessary, all of said rights and uses to be in connection with water resources studies and other work related to hydroelectric power production. Subject to Rules and Regulations of the Secretary of Agriculture on Occupancy (36 CFR 251.17) attached hereto and made a part hereof.

This deed is correct as to description, consideration and condition

Signed

Title

Date

The real property hereby conveyed is no longer necessary or useful to the said corporation in the performance by it of its duties to the public.

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

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the United States of America and its assigns forever.

IN WITNESS WHEREOF, the said corporation, by its proper officers thereunto duly authorized, has executed these presents this 14<sup>th</sup> day of February, 1979, and caused its corporate seal to be affixed hereto.

PACIFIC GAS AND ELECTRIC COMPANY

By R. K. Miller  
R. K. MILLER  
Vice President - Personnel and General Services  
Attested by J. F. Taylor  
J. F. TAYLOR Secretary

2-4203 (Corporation) Rev. 7/78

STATE OF CALIFORNIA }  
County of San Francisco } ss.

in this 15th day of February, in the year 1979, before me, Lucille Mullen  
Notary Public in and for said State, duly commissioned and sworn, personally appeared  
R. K. Miller and J. F. Taylor

Vice President - Personnel and General Services and the secretary, respectively,  
known to me to be the

of the corporation that executed the within instrument, and to be the person(s) who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Official Seal  
LUCILLE MULLEN  
NOTARY PUBLIC CALIFORNIA  
CITY AND COUNTY OF  
SAN FRANCISCO  
My Commission Expires Jan. 23, 1983

Lucille Mullen  
Notary Public in and for the said State

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

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

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

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

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

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

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

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

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

(f) Upon the termination of the reservation the owners of personal property remaining on the premises shall remove same within a period of three months, and all such property not so removed shall become the property of the United States except that when such removal is prevented by conditions beyond the control of the owners the period shall be extended in writing

by the Forest Service to allow a reasonable time for said removal, but in no event longer than one year.

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

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

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

(36 Stat. 961, as amended, 16 U.S.C. 513-518, 42 Stat. 465, as amended, 16 U.S.C. 465, 486, and 50 Stat. 525, as amended, 7 U.S.C. 1011, and 70 Stat. 1034, 7 U.S.C. 428a, 78 Stat. 890, 16 U.S.C. 1131-1136; 79 Stat. 843, 16 U.S.C. 460p-460p-5; 79 Stat. 1295, 16 U.S.C. 460q-460q-9; 80 Stat. 190, 16 U.S.C. 460r-460r-5; 82 Stat. 904, 16 U.S.C. 460v-460v-8; 82 Stat. 919, 16 U.S.C. 1241-1249 and 82 Stat. 906, 16 U.S.C. 1271-1287)

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

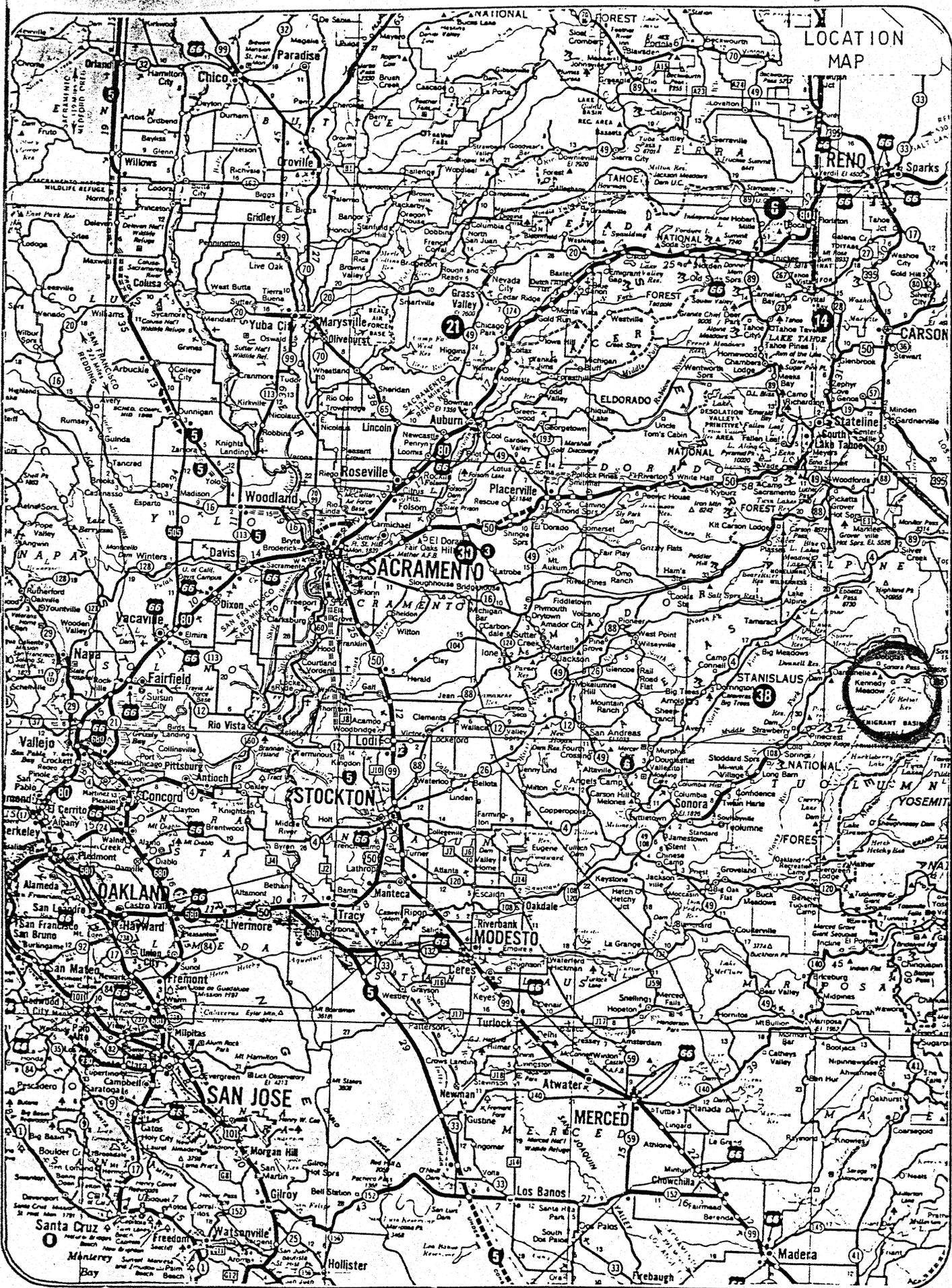
T. K. COWDEN,  
Assistant Secretary of Agriculture.

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

5400-35 (9/68)

GPO 905-227

LOCATION MAP



Section on page 1005 Topographic Sheet 5000A PASS 1956  
Company fields shown in accordance with  
elevation lines and topography as deter-  
mined from U.S. topographic maps.  
Made from U.S. topographic maps  
and from other sources.

4000  
3000  
2000  
1000  
0  
500  
1000  
1500  
2000  
2500  
3000  
3500  
4000  
ELEVATION

