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Colockum Federal Withdrawal

Legal File

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into between the Department of the Interior through the Fish and Wildlife Service, hereinafter referred to as the Service, and the State of Washington, Department of Game, hereinafter referred to as the State, witnesseth that:

WHEREAS, the Service, pursuant to the Act of Congress approved August 14, 1946 (60 Stat. 1080; 16 U.S.C. 661-666c), is authorized to provide assistance to and cooperate with State agencies in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat; and

WHEREAS, it is the desire of the parties to this agreement to cooperate in the establishment of a game management unit to be known as Colockum Game Range and to be operated by the State as a wildlife refuge, public shooting ground, or game management area; and

WHEREAS, the State represents itself as authorized and willing to assume the responsibility and cost of maintaining and operating the aforesaid game management area;

NOW, THEREFORE, it is mutually agreed, in consideration of the covenants and releases hereinafter contained, that

1. For the purpose of establishing a wildlife management unit to be operated and administered, together with 31,691.03 acres of land purchased by the State under Federal Aid Project 54-L and an additional 16,501.60 acres of State land leased by the Game Department, as a wildlife refuge, public shooting ground, or game management area, and upon the conditions hereinafter set forth, the Service grants to the State the use and control of the following described reserved public lands:

Willamette Meridian

T. 20 N., R. 21 E.,

- Sec. 2, Lots 1 to 12 inclusive;
- Sec. 8, N $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;
- Sec. 10, W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ ;
- Sec. 12, N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{4}$ .

T. 20 N., R. 22E.,

- Sec. 6, all;
- Sec. 8, NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;
- Sec. 22, NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;
- Sec. 26, NW $\frac{1}{4}$ , S $\frac{1}{4}$ ;
- Sec. 32, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ .

Willamette Meridian

T. 21 N., R. 22 E.,

Sec. 32,  $W\frac{1}{2}W\frac{1}{2}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ .

The areas described aggregate 3695.16 acres, more or less.

2. The State agrees not to use or permit the use, and agrees to take such measures as may be necessary to prevent the use or occupancy, of said above-described lands or any portion thereof, for any purpose which is inconsistent or incompatible with the purposes herein specified.

3. The State agrees to refer to the Regional Director of the Fish and Wildlife Service all applications relative to permits, easements, or rights-of-way for roads, highways, telephone lines, electric power transmission lines, or any public utilities, on or affecting the above-described lands. With such referral the State will indicate its recommendations as to the application, with a statement that such proposed uses will or will not interfere with the use of the lands for the purposes for which they are made available to the State.

4. The State agrees to report annually not later than August 1 to the Director of the Fish and Wildlife Service as to the use or non-use of the above-described lands for the purposes herein specified during the preceding fiscal year ending June 30.

5. The State agrees to notify promptly the Service, through the Regional Director, of any intention to abandon the project.

6. All movable structures, facilities, equipment, etc., placed on the above-described lands by the State shall remain the property of the State and may be removed by it at any time within six months following termination of this agreement; provided that the premises are restored by the State to their condition as of the time this agreement becomes effective, as nearly as reasonably possible.

7. The State agrees to acquire by purchase or lease such additional privately-owned lands as may be necessary to consolidate the area in a satisfactory manner.

8. Timber resources on the public lands will continue to be harvested by the Bureau of Land Management under the Act of July 31, 1947 (61 Stat. 681) and the regulations thereunder, approved by the Secretary (43 C.F.R. Part 259) in cooperation with the State that any timber sale made on these lands by the Bureau of Land Management shall stipulate that the purchaser of the timber shall at no cost to the State provide the necessary gates and/or cattle guards in existing fences and shall repair or replace any fences or other physical improvements damaged during the course of the logging operation or slash disposal.

There are reserved all minerals (including fissionable materials) on or in the public lands described herein, together with the right of the United States through its authorized agents or representatives at any time to enter upon the lands and prospect for, mine, and remove the same.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom, separate and apart from any benefit accruing to the general public.

This agreement shall become effective as of the date of a letter of notice from the Service informing the State that execution of the agreement has been completed and that the above-described lands are available for use by the State. At any time the State abandons the project or fails to utilize the lands for the purposes described herein, the privileges herein granted may be revoked in whole or in part by the Director of the Service, and may be revoked by reasonable notice in writing, not exceeding 30 days if said lands are required for military or defense purposes during any period of national emergency declared by the President.

IN WITNESS WHEREOF, the parties have executed this cooperative agreement on the day, month, and year opposite their signatures thereto.

THE STATE OF WASHINGTON

November 29, 1954 By \_\_\_\_\_  
Director, Department of Game

THE UNITED STATES OF AMERICA  
Department of the Interior

FEB 11 1955, ~~1955~~ By John L. Farley  
Director, Fish and Wildlife Service