



WATER-RIGHT DOCKET

Bighorn Canyon National Recreation Area

Docket No: 3

SORENSEN RANCH

Preliminary Docket Information

00-00-0000: water right record

WATER RIGHT RECORD

Park: BICA

Docket Number:
Federal #3

IDENTIFICATION NO: BICA 340828 AF03

DITCH/WATER SYSTEM: Sorenson Ranch

SOURCE OF SUPPLY:

LOCATION: SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 34, T8S, R28E

WATER RIGHT:

Appropriator: United States of America, National Park Service

Application/Permit Number: 163249

Certificate Record Number:

Date of Priority: March 8, 1965

Quantity of Water: 300 miners inches

Purpose:

Irrigated Land Description:

SUMMARY OF STATUS: This is a Federal water right. The National Park Service acquired this property in 1968. Sorenson had 3 main sources of water; a spring on the upper reaches of Layout Creek, Layout Creek and a spring behind the house.

Local ranchers historically trail six to eight thousand cattle through the ranch each year, using water from an existing ditch. In 1971, permission was granted to the BLM to install a stock watering device on a spring for horses on the Pryor Mountain Wild Horse Range.

File No. 1283T. 2S R. 28E

ORIGINAL

County Carbon

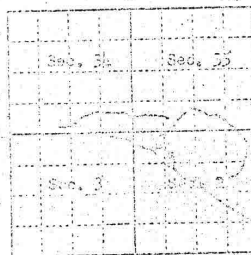
STATE OF MONTANA
ADMINISTRATOR OF REGULATED WATERS
OFFICE OF STATE ENGINEER

Notice of Completion of Construction by
Method Well

(Under Chapter 107 Montana Statutes, 1941)

Date of Approval of Construction March 8, 1965Owner WILLIAM E. JAMISON Address 1118 N. 1st St.Contractor (if any) WILLIAM E. JAMISONAddress of Contractor 1118 N. 1st St.Date Started 1965 Date Completed March 8, 1965

Describe means of obtaining groundwater without well, i.e., sub-irrigation and other methods proposed? Indicate areas to water when applicable. Water is obtained from three storage reservoirs, located into three storage reservoirs. See Note below.

Point of diversion: Sec. 34, T. 2S, R. 28E

Indicate point of appropriation
and place of use, if possible.

Quantity of water developed and used with explanation of method used to measure or estimate such amount. If use is intermittent estimate approximate lengths of periods of use. 300 miners' inches. See Note below.

Signature of Owner: Will E. JamisonDate March 8, 1965

This form to be prepared by contractor (if any), otherwise by the owner.

Three copies of this notice are to be filed with the County Clerk and Recorder of the county in which the works are located.

Please answer all questions. If not applicable, so state, otherwise the form will be returned.

Original to the County Clerk and Recorder; duplicate to the State Engineer; Triplicate to the Montana Bureau of Mines and Geology and Quadruplicate for the Appropriator.

Note: The present filing represents a development by three storage reservoirs and enlarging of original ditch constructed by predecessor of the present owner about 1966.

STATE OF MONTANA
 County of Carbon
 MICHAEL J. SOFFINSON, having first been duly sworn, deposes and says that he is of legal age and is the appropriator and claimant of the order and water right mentioned in the foregoing notice of completion of groundwater appropriation without well and the person who has subscribed thereto, as the appropriator and claimant, that the contents of said foregoing notice and that the matter and things therein stated are true.

Subscribed and sworn to before me, this 8th day of March, 1965

Notary Public for the State of Montana

Residing at Red Lodge, Montana

My Commission expires December 16, 1967.

STATE OF MONTANA
 COUNTY OF CARBON
 I, the undersigned, Clerk & Recorder of the County of Carbon, Montana, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the County Clerk & Recorder of Carbon County, Montana.
 Witness my hand and the seal of the County Clerk & Recorder of Carbon County, Montana, this 8th day of March, A.D. 1965.
 Clerk and Recorder

BOOK

86 PAGE 480

173899

Bighorn Canyon
National Recreation Area
Tract 2

WARRANTY DEED

NEWELL J. SORENSON and GARNET M. SORENSON, husband and wife, hereinafter referred to as grantors, in consideration of SEVENTY FIVE THOUSAND AND No/100 (\$75,000) Dollars, to them in hand paid, receipt of which is hereby acknowledged, do hereby grant to the UNITED STATES OF AMERICA and its assigns, the following described property located in the County of Carbon State of Montana to-wit:

Township Eight (8) South, Range Twenty-Eight (28) East, M. P. M.
Section 35, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

Township Nine (9) South, Range Twenty-Eight (28) East, M. P. M.

Section 2, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 3, SE $\frac{1}{4}$

The tract of land described herein contains 640 acres, more or less.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And all water and water rights including but not limited to a water right appropriation filed for record by the vendor dated March 8, 1965, and recorded as Document No. 163249 on the same date in the Office of the County Clerk and Records for County of Carbon, State of Montana.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto

TO HAVE AND TO HOLD the same unto said UNITED STATES OF AMERICA and its assigns, forever.

And said grantors for themselves and their heirs, executors, administrators and assigns, do hereby covenant with the UNITED STATES OF AMERICA that they are now seized in fee simple of the property hereby granted, that the said UNITED STATES OF AMERICA shall enjoy the same without any lawful disturbances; that title to the property hereby conveyed is free from any encumbrances whatsoever, except subject however to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, and canals.

The grantors reserved the right to occupy the property for one (1) year from the date of the

deed.

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, the said grantors have hereunto set their hands this 21st day of August 1968.

Newell J. Sorenson
NEWELL J. SORENSON

Granet M. Sorenson
GRANET M. SORENSON

State of Montana, County of Carbon

On the 21st day of August, 1968, personally appeared before me NEWELL J. SORENSON and GRANET M. SORENSON, husband and wife, the signer of the instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal the day and in this certificate first above written.

Thomas W. Peterson
Notary Public in and for said County

My commission expires June 22, 1971

State of Montana) I hereby certify that the within instrument was filed in this office for record the
County of Carbon) ss. 22 day of August A.D., 1968, at 4:30 O'Clock P.M., and was
duly recorded in book 86 of Deeds on page 480.

FRANK DANACHEK COUNTY CLERK Recorder By Tommy A. Zupanc Deputy

See 202

CONDITIONS OF THIS PERMIT

- 1. Regulations.**—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.
- 2. Definition.**—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.
- 3. Rights of the Director.**—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.
- 4. Nondiscrimination.**—See attachment A.
- 5. Damages.**—The permittee shall pay the United States for any damages resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
- 6. Construction.**—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and tightly condition.
- 7. Removal of structures and improvements.**—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the
- United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.
- 8. Water rights.**—Water rights will be perfected, when necessary, by the United States in its own name for water developed or used in connection with this permit. The permittee will furnish to the United States such information as is necessary for perfection, including statutory fees, and for management and protection of the resource.
- 9. Disposal of refuse.**—The permittee shall dispose of brush and other refuse as required by the Superintendent.
- 10. Timber cutting.**—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.
- 11. Fire prevention and suppression.**—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.
- 12. Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
- 13. Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom. *Provided however,* That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
- 14. Assignment.**—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.
- 15. Revocation.**—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

*Number all succeeding pages and attachments in consecutive order and identify each with the permit number.

to the following described land in the above named area during the period from _____ to _____

GOVERNMENT SERVICE

SPECIAL USE PERMIT

INDEPENDENT STATE

UNITED STATES DEPARTMENT OF THE INTERIOR

10-3000-2
FORM 10-111

inserting attachment
of _____
this permit covers

ATTACHMENT A

CONTINUATION OF CONDITIONS OF THIS PERMIT (FORM 10-114)

The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the resource covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

- (1) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
- (2) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Permittee's noncompliance with the undiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated, or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Other Supporting Information



IN REPLY REFER TO:

L54

United States Department of the Interior

NATIONAL PARK SERVICE
 Bighorn Canyon National Recreational Area
 P. O. Box 458 Y. R. S.
 Hardin, Montana 59035

October 26, 1972

INITIAL AND DATE	
Director, MWR	
Director's Secretary	
Assoc. Dir., Mgmt.	
Assoc. Dir., Fin. Sup.	
Park Operations	
Coop. Activities	
Operations Eval.	
Prog. & Budgeting	
Finance & Control	
Org. Dev. & Man.	
Action taken & date	

Memorandum

To: Director, Midwest Region

From: Superintendent, Bighorn Canyon NRA

Subject: Water rights at Sorensen Ranch

Hydraulic Engineer, Richard W. Ketcham has requested additional background information on the water situation at Sorensen Ranch. Therefore, we have enclosed a map of the area, a copy of the deed to the ranch and a copy of the appropriate water filing.

Historically, local ranchers have trailed six to eight thousand cattle north and south through Sorensen Ranch each year, holding them overnight in the State corral on the ranch. Water was provided for these cattle to some degree but the extent of the water provision is unknown.

When the National Park Service purchased the ranch in 1968 we agreed orally with the Bureau of Land Management to let the cattle use the water from the irrigation ditch that always "ponded up" on the inter-ranch road. Occasionally, as a public relations gesture, water was provided to the corral through an existing ditch.

Our questions are these:

1. Did the cattlemen acquire certain water rights prior to the purchase of the Sorensen Ranch by the Federal Government, even though no record of such may exist in the County Court House?
2. Did they acquire any rights to the water when the government willingly provided it?
3. How much water will be required for the Hough Creek Development?

The Sorensen Ranch was described by an appraiser in 1967 as one of the few tracts that has a plentiful and assured water supply. We will need this water for the Hough Creek Development someday. In February of 1972, the Bureau of Land Management was granted a special use permit to utilize some of the water. Now we are providing several thousand cattle with water through an irrigation ditch. Our intent is to provide water upon reasonable requests but to protect the source for our future use.

If this source provided an unlimited supply of water we would have no concern. But at least during the month of October 1972, Hough Creek was completely dry from the Ranch downstream to Bighorn Lake, while water diverted from Hough Creek flowed abundantly to the State holding pen.

We plan to place this water use on a special use permit, issued to the Bighorn Cattlemens Association. By knowing the answers to the above questions we will be better prepared to write the permit.



Arthur L. Sullivan
Superintendent

enclosures

Number of Documents in Docket	11		
Documents Dated from	4/17/1905	to	5/22/1975
Docket Compiled:	1/31/2011		