



WATER-RIGHT DOCKET

Glacier National Park

Docket No: 2

RIBIDOUX SPRINGS, APGAR-HEADQUARTERS

Preliminary Docket Information

00-00-0000: water right record

WATER RIGHT RECORD

Park: GLAC

Docket Number:
Fed. #2

IDENTIFICATION NO: GLAC S 2 8 3 2 1 9 A F 0 2

DITCH/WATER SYSTEM: Apgar - Headquarters Water Line

SOURCE OF SUPPLY: Rubidoux Springs

LOCATION: SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28, T32N, R19W, M.P.M. N0°49'22"W 3043.4 ft.
from SE Cor. of Sec. 28.

WATER RIGHT:

Appropriator: United States of America, National Park Service

Application/Permit Number: Book 361, Page 10

Certificate Record Number:

Date of Priority: May 11, 1954

Quantity of Water: 1.28 c.f.s.

Purpose: Domestic, recreation, fire protection

Irrigated Land Description:

SUMMARY OF STATUS: This is a Federal water right consisting of a concrete intake structure, storage reservoir, pipe line and distribution system. Also a sewerage system.

Certain amounts of the water obtained from the Robidoux Springs by the National Park Service are granted by Special Use Permits to various persons for use at the Montana House, the Apgar Village Motel, the Glacier Inn and the Apgar School.

Other water rights from this area, previously in this docket, have been changed to Dockets 10, 11 and 12. (Middle Fork, Apgar Creek and Nelson Creek)

Form No. 76-O N10/79

HEADQUARTERS AND APGAR

GLACS2832198-2930

STATEMENT OF CLAIM FOR EXISTING WATER RIGHTS

OTHER USES For the Water Courts of the State of Montana

1. Owner of Water Right Polere / C.
 Co-Owner or Other Interest Owner US DEPT OF INTERIOR
NATIONAL PARK SERVICE
GLACIER NATIONAL PARK
WEST GLACIER MT 59936
 Address Superintende
 City West Glacier State Montana Zip Code 59936
 Home Phone No. _____ Business Phone No. (406) 888-5441 x 10

2. Person completing form Vekasi / James / M.
 Last First Middle Initial
 Address General Engineer, Glacier National Park
 City West Glacier State Montana Zip Code 59936
 Home Phone No. _____ Business Phone No. (406) 888-5441 x 60

3. Use: ☐ Fish Raceways ☐ Geothermal ☐ Mining
☐ Fish & Wildlife ☐ Navigation ☐ Power Generation
☐ Commercial ☐ Fire Protection ☐ Recreation
☐ Industrial ☐ Agricultural Spraying ☒ Other
☐ Municipal ☐ Oil Well Flooding Explain See Notice of Appropriation

4. Source of Water:
☐ Stream Name Rubidoux Spring Tributary of _____
☒ Spring
☐ Well
☐ Lake Name _____ Stream _____
 Tributary of _____
☐ Reservoir Name _____ Stream _____
 Tributary of _____

5. Point of Diversion: County(ies) Flathead
1/4 SE 1/4 NE 1/4, Section 28, T 32 N/S, R 19 EW
1/4 1/4 1/4, Section _____, T _____ N/S, R _____ E/W
 Lot _____, Block _____, Subdivision _____

6. Means of Diversion: ☐ Well
☐ Pump Capacity 575 gpm
☐ Headgate with ditch or pipeline
☐ Instream use
☒ Other Explain Concrete intake structure

7. Means of Conveyance: ☐ Ditch ☐ Instream
☒ Pipeline ☐ Other: _____

8. Place of Use: County(ies) Flathead Apgar Community and Campground
☐ Instream ☐ City _____ ☒ Other: Explain Glacier Park Headquarters
Glacier Community
1/4 1/4 1/4, Section _____, T 32 N/S, R 19 E/W
1/4 1/4 1/4, Section _____, T _____ N/S, R _____ E/W
1/4 1/4 1/4, Section _____, T _____ N/S, R _____ E/W
1/4 1/4 1/4, Section _____, T _____ N/S, R _____ E/W
1/4 1/4 1/4, Section _____, T _____ N/S, R _____ E/W
Lot _____, Block _____, Subdivision _____
See Notice of Appropriation for further description.

9. Flow rate claimed: 1.28 ☒ cubic feet per second
☐ gallons per minute
☐ miner's inches

10. Volume claimed: 200 acre-feet

11. Period(s) of use: 1/1 - 12/31

12. Check one: ☐ Decreed Water Right
☒ Filed Appropriation Right May 11, 1954
☐ Use Water Right

13. Attach copies of the Decree, Record of Filing or Proof of Use Right.

14. Attach copies of aerial photographs, U.S. Geological Survey maps or such other documents necessary to show point of diversion, place of use, place of storage, and conveyance facilities.
USGS Glacier National Park
NP-GLA 2360

15. Notarized Statement signed by claimant.

STATE OF MONTANA)
) ss.
County of Flathead)

I, Robert C. Haraden, having been first duly sworn, depose(s) and say(s) that (he) (she) (they), being of legal age and being the claimant(s) of the foregoing claim of Existing Water Right, and the person(s) whose name(s) is (are) subscribed thereto as the claimant(s), that (he) (she) (they) know(s) the contents of said foregoing claim and that the matters and things therein are true and correct.

Robert C. Haraden

Subscribed and sworn before me, this fourth day of December 19 81

Martha M. Sloan
Notary Public for the State of Montana

Residing at West Glac. Mt. 59936
My Commission expires 3/5/84

TEMPORARY PRELIMINARY CREE ON MIDDLE FORK OF THE FLATHEAD RIVER BASIN
 BASIN 761
 ABSTRACT OF WATER RIGHT

FOR OWNER: US DEPT OF INTERIOR NATIONAL PARK SERVICE
 GLACIER NATIONAL PARK
 WEST GLACIER MT 59936

Reserved?

WATER RIGHT NUMBER 761-W-162323-00

OWNERS: US DEPT OF INTERIOR NATIONAL PARK SERVICE
 GLACIER NATIONAL PARK
 WEST GLACIER MT 59936

PRIORITY DATE: MAY 11, 1954

FLOW RATE: 1.28 CFS

VOLUME: 200.00 ACRE FEET PER YEAR

SOURCE: RUBIDEAU SPRING

PURPOSE (USE): MUNICIPAL ?

PERIOD OF USE: JAN 1 TO DEC 31

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

SESENE 28 32N 19W FLATHEAD SPRING BOX

PLACE OF USE FOR MUNICIPAL

ACRES LOT BLK QTR SEC SEC TWP RGE COUNTY

001	SE	14	32N	19W	FLATHEAD
002	N2	23	32N	19W	FLATHEAD
003	NW	24	32N	19W	FLATHEAD
004	SW	25	32N	19W	FLATHEAD
005		26	32N	19W	FLATHEAD
006	NE	35	32N	19W	FLATHEAD
007	NW	36	32N	19W	FLATHEAD

REMARKS: SEE GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR FURTHER
 DELINEATION OF THIS RIGHT.

HQ # APGAR

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists

1 of 3 pages

SPECIAL USE PERMIT

Glacier National Park

Montana House _____, of _____, ^(Area) Apgar, Montana _____ is hereby authorized during the period from October 31, 1961, to October 30, 1971, to use the following-described land in the above-named area:

National Park Service Water Main at Apgar, Montana, Glacier National Park
Water is obtained by the National Park Service from Rubidoux Springs in
Glacier National Park.

for the purpose of water for use at the Montana House located at Apgar, Montana in Glacier National Park subject to the attached conditions.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of approved amount under current effective rate schedule Dollars (\$ _____), in advance _____ (Monthly, semiannually, etc.), or as follows: reading and billing to be made each month (see attached schedule).

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Glacier National Park, this 16th day of November 1961

/sgd/ EDWARD A. HUMMEL

Edward A. Hummel

Superintendent

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME	S/ Dan H. Lundgren	NAME	Montana House
ADDRESS	West Glacier, Montana	ADDRESS	Ap ~~le~~ gar, Montana
NAME	S/ David C. Thompson	NAME	Montana House
ADDRESS	West Glacier, Montana	ADDRESS	By S/ Hans Jungster, (Owner)
		Hans Jungster	
		West Glacier, Montana	
APPROVED: (If approval is required by higher authority)			
NAME	TITLE	DATE	

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

(This copy for the Regional Office Files)

(This copy for the Regional Office Files)

see L 54 SLCA-3114/62 to have R: Distribution R-2 Given NP Gocket

PAGE 1

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

5. **Damages.**—The permittee shall pay the United States for any damage 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 sightly 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.**—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

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.

Form 10-114a
(Dec. 1956)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA

Glacier National Park

PERMIT NO.

14-10-0214-388 388

PAGE NO.

3

16. This permit has been made for a period of ten (10) years subject to condition number 15 of this permit.
17. Expense of installing connections and meters will be at the expense of the Permittee. Maintenance of lines from the permittee's connections will be at his expense.
18. Meter installed at the expense of the Permittee will be maintained by the Government and will become the property of the United States at the end of five (5) years.
19. All installations, materials and etc. used will be in accordance with specifications approved by the Superintendent, Glacier National Park.
20. Privileges granted by this permit are not transferable. In the event the property is sold or ownership changed in any manner, the permit will be automatically cancelled.
21. In event of changes in cost to the Government for furnishing water, the rate schedule will be revised accordingly.

UTILITY RATE SCHEDULE 14-10-243-US

approved by the Superintendent, Glacier National Park effective
April 11, 1960.

Water Service

Metered Rate:

Minimum ----- 2,000 gallon or less	\$2.50
All over 2,000 gallon	\$0.24/1,000 gallon

20

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

United States Department of the Interior
National Park Service

The following provisions cancel and supersede Condition 4, Nondiscrimination (Executive Order No. 10557 of September 3, 1954). In accordance with Executive Order No. 10925 of March 6, 1961, Condition No. 4 now reads:

Nondiscrimination. If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

- (1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 officer issuing this permit 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, creed, color, 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 issuing officer, advising the said labor union or workers' representative of the permittee's commitments under this section, 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. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- (5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the issuing agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the permittee's noncompliance with the nondiscrimination clauses of this permit or with any of the said rules, regulations, or orders, this permit may be cancelled in whole or in part and the permittee may be declared ineligible for further Government permits in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The permittee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the issuing agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; 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 issuing agency, the permittee may request the United States to enter into such litigation to protect the interests of the United States.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

1 of 3 pages

SPECIAL USE PERMIT

[illegible]

to use the following-described land in the above-named area:

for any disease resulting from the use which would not be considered.—The Government shall pay the United States

1946 Order 102221, September 3, 1934)
for the purpose of commissioning the building of the "Minsk" (Ex-
ecutive Order of the Supreme Soviet of the USSR of 1934, No. 102221, dated
September 3, 1934). The construction of the building is to be carried out
in accordance with the plan.

completing official reports from the biological or the non-
biological or environmental sources to be biological or
petroleum, in combination with the other biological or
petroleum or biological sources. The completion of the
or other forms of combination and the completion of the

[illegible]

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of approved amount under current effective rate schedule Dollars (\$ per annum), in advance through the balance sheet to (Monthly, semiannually, etc.), or as follows: beginning and billing

[illegible]

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cashier [blank] at the [blank] office of the [blank] Department of the Interior.

Issued at _____, this _____ day of _____, 19____.

(City) _____

(Sd.) Edward A. Hummel

Edward A. Hummel is the Superintendent of the Department of Corrections, State of New York.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

DISCUSSION:		TWO WITNESSES TO SIGNATURES		DISCUSSION OF THE DISSEMINATION OF THE DOCUMENTS	
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TWO WITNESSES TO SIGNATURES
 NAME _____
 S/ Percy A. Gregg

PERMITTEE (SIGNATURE)
 NAME _____
 S/ Edward Brewster

ADDRESS	20 Edward Brewster
West Glacier, Montana	3216 1/2

NAME(s) of official unapproved officer of the Government?	NAME(s) of official unapproved officer of the Government?
CS/L.G. Walisch	

ADDRESS	ADDRESS
West Glacier, Montana	Removal of structures and improvements - Union

NAME _____ TITLE _____ DATE _____

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

(This copy for Final Opinions and Orders File of Park)

(This copy for the permittee and the Director, National Park Service, is to be retained by the permittee and the Director, National Park Service, in the event of a dispute over the interpretation of the permit.)

MYWE

CONDITIONS OF THIS PERMIT

DYJE

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.—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

5. Damages.—The permittee shall pay the United States for any damage 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 sightly 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.—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

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.

PERMIT NO. 14-10-0314-368

U. S. GOVERNMENT PRINTING OFFICE: 1956 16-35968-5

WILLIAM F. BARKER

FILED STATES DEPARTMENT OF THE INTERIOR

(RECEIVED)
FEBRUARY 10-1957

PAGE 2
EXHIBIT

of 3 pages

This permit covers

Form 10-114a
(Dec. 1959)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA

Glacier National Park

PERMIT NO.

14-10-0314-368

PAGE NO.

3

16. This permit has been made for a period of ten (10) years depending upon the future needs of the Government. In event such need arises Permit may be cancelled upon thirty days notice by the Government.
17. Expense of installing connections and meters will be at the expense of the Permittee. Maintenance of line from the Permittee's connections will also be at his expense.
18. Meter installed at the expense of the Permittee will be maintained by the Government and will become the property of the United States at the end of five years.
19. All installations, materials used, etc. will be in accordance with specifications approved by the Superintendent.
20. Privileges granted by this permit are not transferable. In the event the property is sold or ownership changed in any manner, the permit will be automatically cancelled.
21. In event of changes in cost to the Government for furnishing water, the rate schedule will be revised accordingly.

UTILITY RATE SCHEDULE 14-10-243-83 approved by
the Superintendent of Glacier National Park and effective April 11, 1960

WATER SERVICE

Metered Rate:

Minimum--- 2,000 gal. or less	\$2.50
All over 2,000 gal.	.24 per 1,000 gal.

If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted.

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause."

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

SPECIAL USE PERMIT

Glacier National Park

PERMIT NO.	EXPIRES
14-10-0214-358	7/31/70
PREVIOUS PERMIT NO.	

For the purpose of supplying water for use at the Glacier Bay branch of the Park Service during the period from August 1, 1960 to July 31, 1961 to use the following described land in the above-named area: See Grant No. 14-10-0214-358 at West Glacier, Montana, Glacier Nat. Park

for the purpose of supplying water for use at the Glacier Bay branch of the Park Service, Glacier National Park.

subject to the conditions on the reverse hereof and attached pages and as the payment to the Government of the United States of the sum of approved as per current schedule. Debit \$ in advance (Monthly, semiannually, etc., or as follows: monthly and billing to be made each month. See a tached rate schedule.

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Park Headquarters, West Glacier, Montana, this 11th day of August, 1960

Sgd. W. R. Sund

W. R. Sund, Acting

Superintendent

The undersigned hereby accepts this permit subject to the terms, covenants, obligations and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES		PERMITTEE (SIGNATURE)	
NAME	NAME	NAME	NAME
Sgd. / Theodore N. Barry	Sgd. / Mrs. Bernice F. Green	Sgd. / Mrs. Bernice F. Green	Sgd. / Bernice F. Green
ADDRESS	ADDRESS	ADDRESS	ADDRESS
Box 975 - Whitefish, Montana	West Glacier, Montana	West Glacier, Montana	West Glacier, Montana
NAME	NAME	NAME	NAME
Sgd. / L. B. Leisner	Sgd. / Bernice F. Green	Sgd. / Bernice F. Green	Sgd. / Bernice F. Green
ADDRESS	ADDRESS	ADDRESS	ADDRESS
West Glacier, Montana	West Glacier, Montana	West Glacier, Montana	West Glacier, Montana
APPROVED: (If approval is required by higher authority)		DATE	
NAME	TITLE	DATE	

*Sign name or name, as written in body of permit, for copartnership; permittees should sign as "members of firm"; for corporation, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

(This copy for the Regional Office Files)

PAGE 1

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 officers 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.—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557, September 8, 1954.)

5. Damages.—The permittee shall pay the United States for any damage 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 sightly 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.—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

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.

Form 10-114a
(Dec. 1956)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA

Glacier National Park

PERMIT NO.

14-10-0214-358

PAGE NO.

3

16. This permit has been made for a period of ten (10) years depending upon the future needs of the Government. In event such need arises Permit may be cancelled upon thirty days notice by the Government.
17. Expense of installing connections and meters will be at the expense of the Permittee. Maintenance of line from the Permittee's connections will also be at his expense.
18. Meter installed at the expense of the Permittee will be maintained by the Government and will become the property of the United States at the end of five years.
19. All installations, materials used, etc. will be accordance with specifications approved by the Superintendent.
20. Privileges granted by this permit are not transferable. In the event the property is sold or ownership changed in any manner, the permit will be automatically cancelled.
21. In event of changes in cost to the Government for furnishing water, the rate schedule will be revised accordingly.

**UTILITY RATE SCHEDULE 14-10-243-U3 approved by
Superintendent of Glacier National Park and effective April 11, 1960.**

WATER SERVICE

Metered Rate:

Minimum - 2,000 gal. or less	- \$2.50
All over 2,000 gal.	- .24 per 1,000 gal.

NATIONAL PARK SERVICE

of 3 pages

SPECIAL USE PERMIT

Glacier National Park

(Area)

Apgar Village Motel

Apgar, Montana

is hereby authorized during the period from July 1, 1960, to June 30, 1970, to use the following-described land in the above-named area: Water from the National Park Service Main at Apgar, Montana, Glacier National Park.

PERMIT NO. 14-10-0214-354	EXPIRES 6/30/70
PREVIOUS PERMIT NO. None	

for the purpose of Furnishing water for use at the Apgar Village Motel located at Apgar, Montana, Glacier National Park.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of approved amount under current effective rate schedule Dollars (\$), in advance (Monthly, semiannually, or as follows: Reading and billing to be made each month. See attached Rate Schedule.)

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Park Headquarters
Glacier National Park

this 11th day of July, 1960

(Sgd.) Edward A. Hannel

Edward A. Hannel

Superintendent

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, herein.

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME <u>Sgt./ Arlen D. Stubbs</u>	NAME <u>Sgt./ Don H. Lundgren</u>	<i>Permit data recorded 7-19-60</i>	
ADDRESS <u>West Glacier, Montana</u>	ADDRESS <u>West Glacier, Montana</u>		
NAME <u>Sgt./ Russell D. Erickson</u>	NAME <u></u>		
ADDRESS <u>West Glacier, Montana</u>	ADDRESS <u></u>		
APPROVED: (If approval is required by higher authority)		DATE	
NAME <u></u>	TITLE <u></u>	DATE <u></u>	

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, the officer authorized to execute contracts, etc., should sign, with title; the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

(This copy for the Regional Office Files)

PAGE 1

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10537, September 3, 1954.)

5. **Damages.**—The permittee shall pay the United States for any damage 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 sturdy 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.**—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

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 corporations.

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.

Form 10-114a
(Dec. 1950)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
Glacier National Park	14-10-0214-354	3

16. This permit has been made for a period of ten (10) years depending upon the future needs of the Government. In event such need arises Permit may be cancelled upon thirty days notice by the Government.
17. Expense of installing connections and meters will be at the expense of the Permittee. Maintenance of line from the Permittee's connections will also be at his expense.
18. Meter installed at the expense of the Permittee will be maintained by the Government and will become the property of the United States at the end of five years.
19. All installations, materials used, etc. will be in accordance with specifications approved by the Superintendent.
20. Privileges granted by this permit are not transferable. In the event the property is sold or ownership changed in any manner, the permit will be automatically cancelled.
21. In the event of changes in cost to the Government for furnishing water, the rate schedule will be revised accordingly.

UTILITY RATE SCHEDULE 14-10-243-U3 approved by
Superintendent of Glacier National Park and effective April 11, 1960.

WATER SERVICE

Metered Rate:

Minimum - 2,000 gal. or less - \$2.50

All over 2,000 gal. .24 per 1,000 gal.

NOTICE OF APPROPRIATION

State of Montana)
) ss
County of Flathead)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BE IT KNOWN, That the United States of America, Department of the Interior, National Park Service, by J. W. Emmert, Superintendent of Glacier National Park, in the said County and State, does hereby publish and declare, as legal notice to all the world, as follows, to-wit:

I

That the United States of America did on May 11, 1954, appropriate and now has legal right to the use, possession and control of an claim to 1.28 cubic feet per second of time of the waters of Rubidoux Spring, situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 19, West, M.P.M. at a point N. 0° - 49' - 22" W 3043.4 feet more or less from the Southeast corner of the said Section 28, in Flathead County, Montana, for domestic, recreational, industrial, fire protection and other useful and beneficial purposes.

II

That the primary purpose for which said water is claimed, and the immediate place to intended use is for domestic, recreational, irrigation, industrial, fire protection and other useful purposes on Federal and privately owned land in the Park Headquarters Area near West Glacier, Montana, and at Apgar, Montana, said areas being located in Section 23, 24, 25, 26, 35 and 36 in Township 32 North, Range 19W of the M. P. M.

III

That the means by which the United States of America intends to divert the said water is as follows: A concrete intake structure at the spring outlet, 4,860 feet more or less of six inch pipe to a proposed future storage reservoir site, and 4,150 feet more or less of ten inch pipe to Station 29 ~~4~~ 13 on the existing pipe line which conveys water from Apgar Creek to the above noted areas and serves as the present water supply for the areas. Distribution of the water will be by the existing water distribution system or extensions thereof.

IV

That the United States of America appropriated and took said water on the eleventh day of May 1954, and caused a written notice of appropriation to be posted in a conspicuous place at the point of diversion hereinabove described as required by law.

V

That the name of the appropriator of the said water is as follows:
United States of America, Department of the Interior, National Park Service.

VI

That the United States of America also claims the right of way for the said pipe line from the point of diversion to the junction with the present water system; the right to construct and maintain the said pipe line, the water conveyed or to be conveyed from said point of appropriation to the said land or points of final discharge, and also the right of location upon the lands of any dams, flumes, ditches, pipe lines and reservoirs constructed or to be constructed on the Federal lands by the United States of America in appropriating and using said water.

VII

That the United States of America also claims the right to keep in repair and enlarge said means of water appropriation at any time and the right to dispose of said right, water, pipe lines, dam, or other appurtenances in part or whole at any time, and to use or permit private land owners to use any portions of said water in accordance with properly executed special use permits executed or to be executed.

CLAIMING THE SAME BY THE AND SINGLE USER, in and by laws, National and State, and local rulings and decisions thereunder in the matter of water rights, but nothing herein contained shall be construed as a waiver of any rights previously, or otherwise, vested in the United States of America.

TOGETHER WITH ALL AND SINGLE, the hereditaments and appurtenances thereunto belonging and appertaining or to accrue to the same.

UNITED STATES OF AMERICA
Department of the Interior
National Park Service

[Signature]
S. W. Emmert, Superintendent
Glacier National Park.

WATER RIGHT LOCATION

STATE OF MONTANA) ss
County of Flathead)

Recorded at the request of

at 14 day of May 1954
minutes past
In Book 1145 o'clock A.M.
361

Page 10

S/ A. J. SHAW
County Recorder

By S/ Clara Thomson
Deputy

Fee Paid \$ 2.00

Return to : Superintendent
Glacier National Park
West Glacier, Montana

RECEIVED
MAY 14 1954
COUNTY CLERK

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RECORD AS THE SAME APPEARS IN THE RECORDS OF THE COUNTY OF FLATHEAD, MONTANA.

WITNESSED my hand and the seal of said County at Great Falls, Montana, this 14th day of May, 1954.

County Clerk

NOTARIAL PUBLIC
My Comm. Expires _____

AFFIDAVIT OF POSTING NOTICE

In the matter of appropriation {
of water by the United States }

UNITED STATES OF AMERICA { ss
DISTRICT OF MONTANA }

Richard T. Montgomery, being first duly sworn, deposes
and says: That the affiant is a citizen of the United States, over the
age of Twenty-one years and an employee of the National Park Service.

That on the 11th day of May 1954, he did post a copy of
the above notice of appropriation of water by the United States on the
westerly bank of the spring known as Rubidoux Spring, tributary to Rubidoux
Creek, situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 32 North,
Range 19 West, of the N.P.M. From which point the Southeast corner of said
Section bears $N. 0^{\circ} 49' - 22''$ $\pm$ 3043.4 feet more or less, and that he did post
same in a conspicuous place.

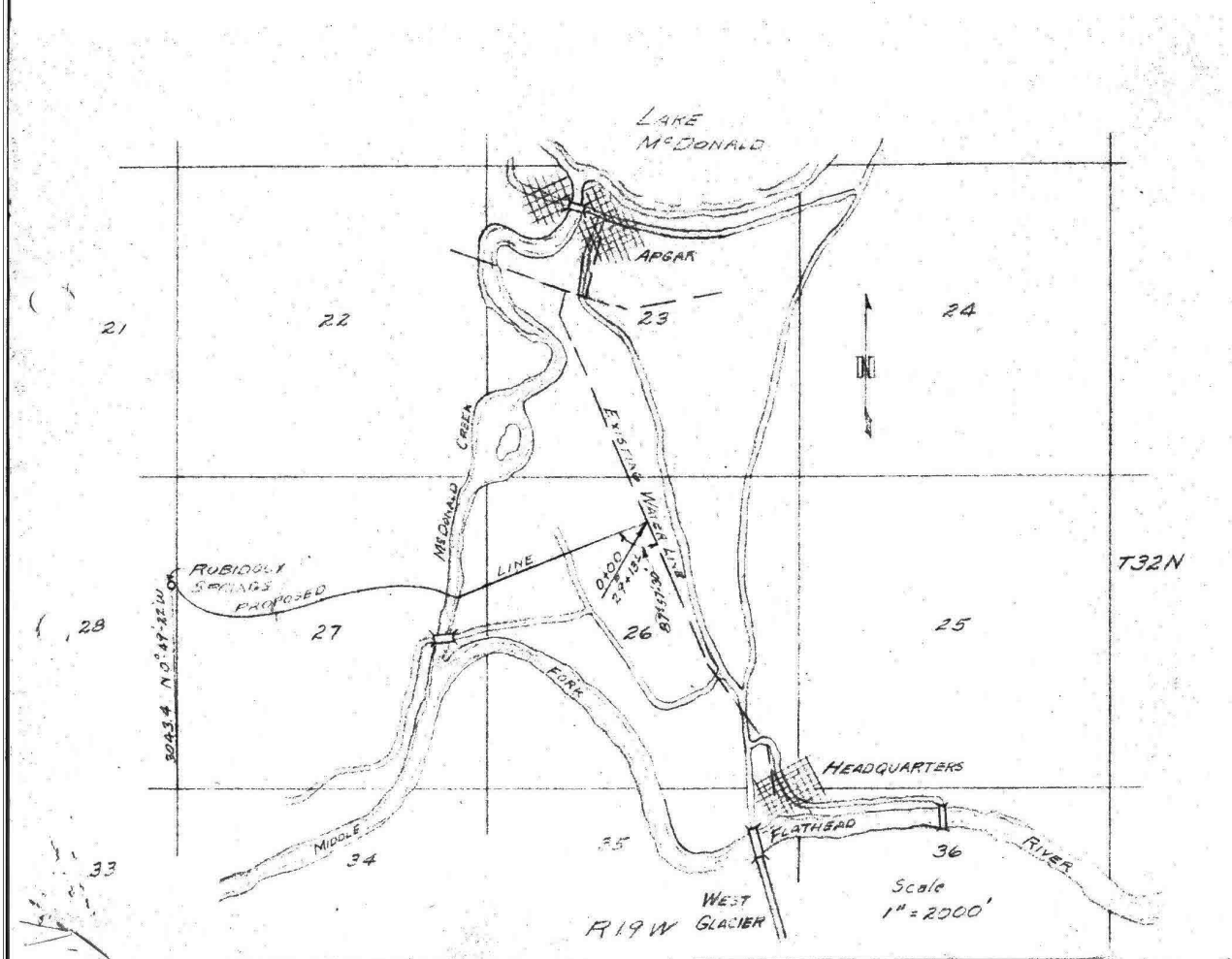
Richard T. Montgomery
Signed

Subscribed and sworn to before me this

12 day of May 1954.

Margaret A. Lindsay
United States Commissioner
Glacier National Park.

My Commission expires Feb. 28-1957





RECEIVED
REGION TWO OFFICE

1955 AUG 22 AM 9:20

NATIONAL PARK SERVICE
OMAHA, NEBRASKA
Memorandum

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

August 18, 1955

In reply refer to:
L54-L

REG. DIRECTOR
ASST. REG. DIRECTOR
CHIEF, DIV. OF ADMIN.
CHIEF, DIV. OF OPERATIONS
CHIEF, DIV. OF INTERP.
CHIEF, DIV. OF COOP. ACT.
FIELD SOLICITOR
ACTION
FILE

To: Regional Director, Region Two

From: Acting Chief, Water Resources Section

Subject: Proposed Water Rights, Two Medicine Lake Area, Glacier

Attached are three drafts of proposed notice of appropriation for water developments for the developments in the Two Medicine Lakes Area, and three advance prints of Drawing 6985, all dated August 1955. No attachments are being sent to the Superintendent or Western Office of Design and Construction. The notice differs from one of the 1949 drafts in the last paragraph.

The Acting Assistant Solicitor has agreed that the National Park Service should establish rights to uses it is making of water, regardless of the possibility that part of the rights may be abandoned or changed if the Bureau of Indian Affairs exercises its claims to part of the land at a future date. We has supplied the last paragraph to indicate that the United States does not relinquish claims for the Indian development by claiming water for the Park Service development.

It has not been decided whether to claim water for the road camp on Lower Two Medicine Lake. That portion of the claim may be eliminated from the final notices because the development is on the Indian Reservation outside of the Park.

The drawing is nominally complete except for confirmation and expansion of the data which has been added in color. We should like to have the water systems for the ranger and checking station and road camp sketched in as closely as possible, and stream sources shown. We have already shown two streams to west of ranger station, of which one must be the source for that water system. The name of each stream should be shown if there is one.

The notice is complete for claim (a) for the lodge and campground area unless there have been, or are to be made changes. The description for claim (b) and for claim (c), as to pipe size and descriptions of diversion work and possible reservoirs should be added in blank spaces and shown on the drawings.

REC'D IN GEN. FILES SEP 1 1955

From the oversized Drawing 5330 of the proposed enlargement of Lower Two Medicine Lake Reservoir, we note that markers where Park boundary crosses north and south lines of Section 28 were found. In order to use of them in lieu of a section corner, for ties, we should know how they are marked for identity, or their distances from a corner or 1/4 corner of said Section 28. We can scale and compute ties with sufficient accuracy.

If one draft of the notice, and print of the drawing are returned with the indicated data, we can complete the final notices and the docket assemblies. The information should also indicate present status of developments since some work may have been done since 1949.



Gordon W. Robertson
Acting Chief
Water Resources Section

Attachments 6

Copy to: Superintendent, Glacier
Western Office of Design and Construction

REC'D IN GEN. FILES SEP 1 1955

DRAFT

August 1955

NOTICE OF APPROPRIATION

STATE OF MONTANA, }
County of Glacier } ss.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BE IT KNOWN, That John W. Smart, Superintendent of Glacier National Park, in said County and State, on behalf of the United States of America, does hereby publish and declare, as a legal notice to all the world, as follows to wit:

I. That the United States did, on about July 1, 1913, appropriate and now has a legal right to the use, possession and control of and claim 24.5 miner's inches (being 0.6125 cubic feet per second of time) of the waters of Appistoki Creek and other streams tributary to Upper Two Medicine Lake and the portion of Two Medicine Creek between Upper and Lower Two Medicine Lakes, in Glacier National Park, except as otherwise noted, in said County and State, for domestic, recreational, fire protection, and irrigation purposes.

II. That the purpose for which said water is claimed, and the place of intended use is to provide a water supply for the Two Medicine Lake Chalets, Public Campground, and Ranger Station on the shores of Upper Two Medicine Lake in unsurveyed land in Glacier National Park, on what would probably be, if surveyed, Section 36, T 32 N, R 14 W, and Section 1, T 31 N, R 14 W, Montana Principal Meridian.

III. That the means of diversion, with size of flume, ditch, pipe or aqueduct by which the United States has, and hereafter intends to divert said water is as follows:

(a) The main diversion is by concrete dam and intake structure on Appistoki Creek whence the water is carried to the various places of use by means of wood stave and galvanized iron pipe of 6-inch diameter and less. The present

point of diversion is on the right or northerly bank of said Appistoki Creek approximately 2000 feet above where it empties into the Upper Two Medicine Lake, whence a U.S.G.S. bench mark, inscribed "Elevation 5175" bears N 3°46' W 2334 feet. It is now further planned to move the diversion upstream to a point on said north bank whence the said bench mark will bear N 8°24' W 2783 feet, and to install a regulatory reservoir of 100,000 gallon capacity, all to provide better fire protection.

(b) Water has also been diverted from a small stream northwest of the Two Medicine Ranger Station at a point whence _____ corner Sec. _____ T N, R W, Montana Principal Meridian bears _____, which is tributary to Two Medicine Creek between Upper and Lower Two Medicine Lakes. Diversion is by a small _____ dam and _____ pipe. This services the Two Medicine Ranger Station in Section _____, T _____ N, R _____ W, Montana Principal Meridian.

(c) Water is also diverted from a small stream northwest of the Mess Hall of the Two Medicine Road Camp and tributary to Lower Two Medicine Lake, (Not in Park ?), at a point whence _____ Section _____, T _____ N, R _____ W, Montana Principal Meridian, bears _____. Diversion is by a _____ dam and _____" pipe to serve the Two Medicine Road Camp.

IV. That the diversions are all from that portion of Two Medicine Creek and its tributaries above the low water line of Lower Two Medicine Lake, and that most of the water so diverted is returned to Lower Two Medicine Lake after use and treatment in approved sewage disposal plants.

V. That the United States claims the right to use all, or any part of the 0.6125 cubic feet of water per second of time so diverted, for aforesaid purposes in Glacier National Park, or to use not to exceed 0.1125 cubic feet of water per second at the Two Medicine Road Camp which is just outside of the Park, on lands of the Blackfeet Indian Reservation adjacent to Lower Two Medicine Lake.

VI. The United States hereby claims a right of way over all lands on which said pipe lines and other water structures pass, together with the right to repair and enlarge said conduits whenever, and wherever, the same may be necessary to convey the water hereby appropriated. The land within Glacier National Park is owned by the United States and all other land is occupied under agreement in connection with the construction and maintenance of the Blackfeet and Two Medicine Highways within the Blackfeet Indian Reservation.

This claim is made in compliance with the water laws of the State of Montana to record the right, quantity, and priority of water use, as hereinbefore more particularly set forth, but nothing contained herein shall be construed as waiving or relinquishing any other claims or rights that the United States of America may have in and to the waters of Lower and Middle Two Medicine Lakes and tributaries thereto, whether held by it for the use of Federal agencies or in trust for the use and benefit of Indians.

REC'D AFTER 256 I 1828
14 GEN

REC'D IN GEN. FILES SEP 1 1957

No. I-14np-143

UNITED STATES

10-114
(November 1937)YEAR, 1948

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

SPECIAL USE PERMIT

COLUMBIA FALLS SCHOOL

DISTRICT #6

of COLUMBIA FALLS, MONTANA

is hereby authorized

during the term of one year from JULY 1, 1948 to JUNE 30, 1949 to

use the following described land in the above-named park:

USE WATER FROM PARK SERVICE MAIN

for the purpose of

FURNISHING WATER FOR DOMESTIC USE AT APGAR SCHOOL,
INSIDE GLACIER NATIONAL PARK, LOCATED IN BLOCK ONE,
LOT 2-2A, HONEY LAKE McDONALD COTTAGE SITES, APGAR

subject to the conditions on the reverse hereof and to the payment to the Government of the United States

of the sum of ONE -- -- dollars (\$ 1.00), in advance, or as follows:payment to be made
through the Superintendent of the Park by express or postal money order, certified check, or draft payable
to Treasurer, United StatesSigned at PARK HEADQUARTERS, this 3 day of Sept., 1948

/s/ E. W. Emert

Superintendent

The undersigned hereby accepts the above permit and the right to exercise the privileges granted,
subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

Two witnesses to signatures:

/s/ Ray Anders

Address Columbia Falls, Mont.

/s/ Clarence E. Lee

Address Columbia Falls, Mont.

/s/ Otto Pahlberg

CHAIRMAN OF THE SCHOOL BOARD
Cran, Mont.

Address

/s/ F. P. Fleming

CLERK OF THE SCHOOL DISTRICT

Address School District No. 6
Columbia Falls, MontanaAPPROVED: Oct. 25, 1948

(S.D.) LAWRENCE C. MERRILL

Regional

Associate Director, National Park Service

[In quintuple]

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "Members of firm"; for corporation, the officer
authorized to execute contracts, etc., should sign, with title, the authenticity of such signature being attested by the secretary, with corporate seal, in lieu
of witnesses.

10-5555-1

SPECIAL CONDITIONS OF THIS PERMIT

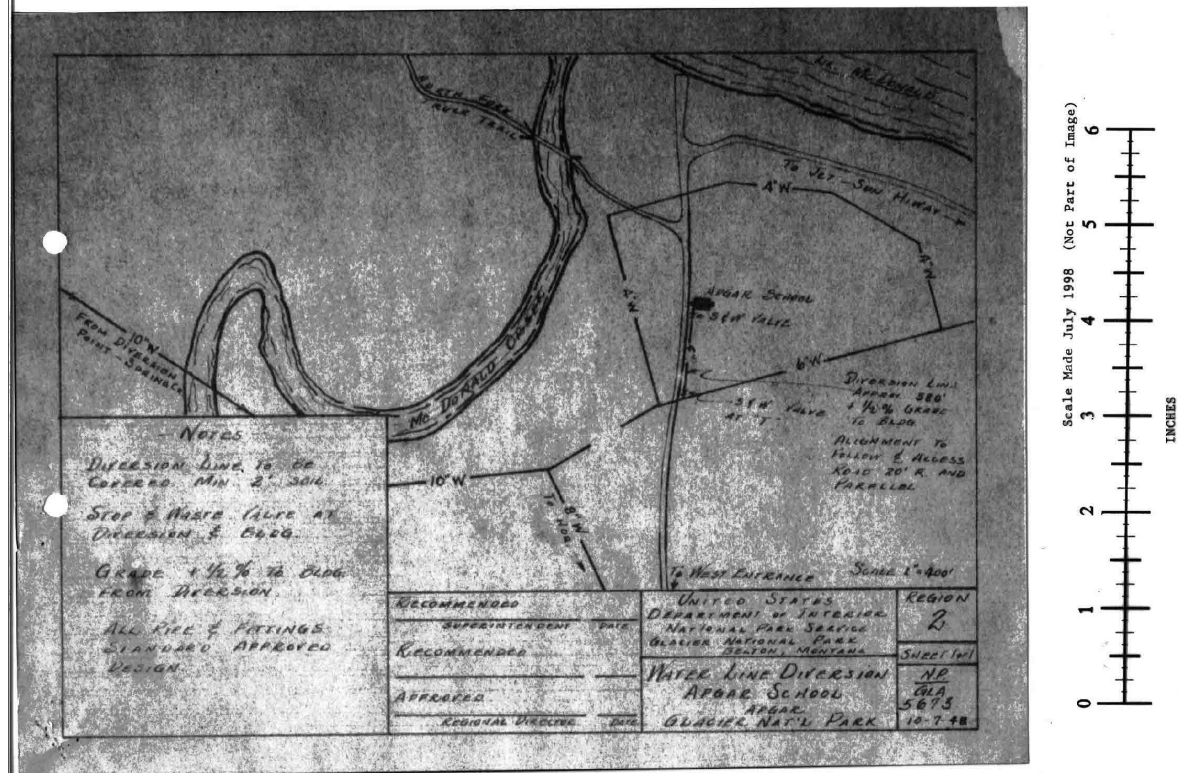
1. Permittee shall exercise this privilege subject to the supervision of the Superintendent of the Park and shall comply with the regulations of the Secretary of the Interior governing the park.
2. Use by the permittee of the land covered hereby is subject to the right of the Director, National Park 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.
3. No building or other structure shall be erected under this permit except upon plans and specifications approved by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.
4. Permittee shall dispose of brush and other refuse as required by the Superintendent.
5. Permittee shall pay the United States for any damage resulting from this use.
6. Permittee and his employees shall take all reasonable precautions to prevent forest fires and also shall assist the Superintendent to extinguish forest fires in the vicinity of any tract which may be used hereunder, and in the preservation of good order within the metes and bounds of the park.
7. No timber may be cut or destroyed without first obtaining permit therefor from the Director, National Park Service, in writing.
8. This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.
9. This permit shall terminate upon the violation of any of the conditions hereof or of any Act of Congress or regulation of the Secretary of the Interior governing the park or anything in it, or at the discretion of the Director, National Park Service.
10. Neither Members of, nor Delegates to Congress, or Resident Commissioners, officers, agents, or employees of the Government shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom.

SPECIAL CONDITIONS #2 & #3 NOT APPLICABLE.

11. THIS SERVICE MAY BE RENDERED FROM YEAR TO YEAR UPON REQUEST OF THE SCHOOL DISTRICT 30 DAYS BEFORE EXPIRATION OF THE PERMIT PROVIDING, THAT THE SERVICE CAN BE RENDERED WITHOUT DETRIMENT TO THE NEEDS OF THE GOVERNMENT AND THAT THE WATER USED WILL BE FOR SCHOOL FUNCTIONS ONLY. IT IS UNDERSTOOD THAT THE SCHOOL IS BEING ALLOWED TO USE THIS WATER BECAUSE IT IS A PUBLIC INSTITUTION, AND FOR NO OTHER REASON. NO APPLICATION FOR THE USE OF WATER ON OTHER PRIVATE LANDS SHOULD BE CONSIDERED IN A FAVORABLE LIGHT. IT IS FURTHER UNDERSTOOD THAT THE WATER WILL NOT BE USED IN ANY OUTSIDE SPRINKLERS.

12. ALL NECESSARY PIPING AND FITTINGS WILL BE SUPPLIED BY THE SCHOOL AND ALL INSTALLATIONS AND CONNECTIONS WILL BE MADE WITHOUT COST TO THE GOVERNMENT EXCEPT THAT A METER WILL BE INSTALLED BY THE GOVERNMENT IN ORDER THAT THE USE OF THE WATER MAY BE ACCURATELY DETERMINED. IF IT IS FOUND THAT THE WATER CONSUMPTION WARRANTS, A CHARGE FOR ACTUAL WATER USED WILL BE REQUIRED IF AND WHEN THE PERMIT IS RENEWED OR GRASSUED. THIS PERMIT DOES NOT NOW, NOR EVER WILL, BE A CAUSE FOR ESTABLISHING ANY WATER RIGHTS TO THE /MOUNTAIN AND SPECIFIC REFERENCE IS MADE TO SPECIAL CONDITION #11 ABOVE WHEREIN IT IS STATED THAT THE SERVICE IS ONLY RENDERED AS LONG AS IT CAN BE RENDERED WITHOUT DETRIMENT TO THE GOVERNMENT.

13. THE CONNECTION TO THE WATER LINE SHALL BE MADE UNDER THE SUPERVISION OF THE PARK ENGINEER.



Supporting Hydro Data

Form 10-174
(Rev. 8-56)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

COMPLETION REPORT OF CONSTRUCTION PROJECT

REGION Two	AREA Glacier National Park	COUNTY Flathead	STATE Montana
PROJECT OR JOB TITLE Water and Sewer Systems		PCP NO. U-159	
LOCATION IN AREA Headquarters Area		MASTER PLAN NO. NP-GLA-2115-E	BUILDING NO.
WORKING DRAWING NO. AND TITLE NP-GLA-3319, Water and Sewer Systems, Headquarters Area, Glacier National Park			
APPROPRIATION TITLE AND SYMBOL 14X1035 Construction		WORK ORDER NO. 332.17	
CONTRACT NO. 14-10-214-259		DATE WORK STARTED Aug. 7, 1957	DATE WORK COMPLETED Oct. 24, 1957
NAME OF CONTRACTOR H. E. Schimmels Construction Company		ADDRESS P.O. Box 262, Dishman, Washington	

COST ANALYSIS

CONSTRUCTION ITEMS	QTY.	UNIT COST IN PLACE	TOTAL COST IN PLACE
C. #14-10-214-259			
Contract amount			28,747.83
Facilitating services			280.00
See attached final estimate for construction items			
Cleared by: Glacier Field Finance Office Sgd. D. M. Mishler			
D. M. Mishler Supervisory Accountant			
		TOTAL	\$29,027.83

SUMMARY OF EXPENDITURES

PERSONAL SERVICES	EQUIPMENT	MATERIALS AND SUPPLIES
OTHER		
Facilitating Services \$280.00		
CHANGE ORDERS		
ORIGINAL CONTRACT AMOUNT	FIRST	SECOND
\$27,553.87	\$483.00	
FINAL CONTRACT AMOUNT	FOURTH	FIFTH
\$28,747.83		

THIS PROJECT OR JOB HAS BEEN COMPLETED IN ACCORDANCE WITH
APPROVED DRAWINGS, SPECIFICATIONS, AUTHORIZED CHANGES

SUBMITTED BY (Name and title) <i>Edward A. Hummel</i>	DATE 2/12/58
APPROVED BY (Name and title) <i>Edward A. Hummel</i> Edward A. Hummel, Superintendent	DATE 3/1/59

(ATTACH NARRATIVE STATEMENT, PHOTOGRAPHS, AND "AS BUILT" DRAWINGS TO THIS FORM)

Narrative Statement

Work done under Contract #14-10-214-259

This project consists of construction of a sewer and water system to serve the proposed new residences, ~~sites~~ Nos. 78, 83, 86, 87, 90, and 91 and tying quarters No. 80 into this sewer system. The water system is an extension of the headquarters water supply served from Rubideaux Springs.

Bids were opened June 25, 1957. Award was made to the low bidder, H. E. Schimmels Company of Dishman, Washington, for \$27,553.87. Plans, surveys and supervision were by WODC.

A Start Work order was issued effective July 17 and the contractor started construction on August 6. Construction of the sewerage system (consisting of a septic tank, two seepage pits, 4513 lin. ft. of line with 14 manholes) was started first and was essentially completed by the end of September. Construction on the water system (consisting of 2675 lin. ft. of 6" C.A. pipe; 244 lin. ft. of 1" copper pipe for house ties; 7 fire hydrants; as well as necessary shutoff valves) started in September.

Final inspection was made on this project October 24 and it was found all work had been completed in accordance with plans and specifications.

For the Water Resources Section, Branch of Lands, the following information is made a part of this report. Under this contract, an extension to the water distribution system served from Rubideaux Springs diversion was made in Headquarters. Total expenditure on the project was as follows:

Water distribution system	\$11,481.90
Sewer system.	17,545.93

Water rights were filed on Rubideaux Springs and are recorded and filed in Book 361, page 10, with the County Recorder of Flathead County, located at Kalispell, Montana. Claim was made to 1.28 cubic feet per second of time.

Other Supporting Information



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

July 25, 1955

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Water Rights, West Glacier Water System, Docket 2, Glacier

With copies of this memorandum we are distributing new folders for Docket 2, which will be a consolidation of old Dockets 2, 3 and 5 covering rights to waters of springs tributary to West Fork Flathead River, Apgar Creek, and Rubidoux Spring, together with old private claims to Nelson or Beeler Creek which the United States has not yet fully defined or asserted. It is requested that you and the Superintendent acknowledge transfer of the old contents of the three old Dockets and destruction of their folders, so that numbers 3 and 5 can be reassigned.

The consolidation is in accordance with the arrangement we are using in all areas, as far as possible, to group all rights which are appurtenant to a single water system. It also shows the changes in source and point of diversion to provide continuing increases in the water use under any early priorities. The changes in source, and retention of the earliest priorities are not yet important, but they may be very significant when water shortages make it necessary to adjudicate the rights to each river system in the state. Since such adjudications may not occur until most present Park Service employees have retired, it will be very helpful to have the records as comprehensible as possible.

Drawing 6952, at the bottom of the attached folder, may be only an interim print which should be revised. If so, it is requested that those who note errors advise this office. If it is desirable to return the print in the docket, for illustration, we shall replace it or send revised prints for replacement in all dockets.

The drawing shows that Nelson and Sutherland appropriated the waters of Nelson or Beeler Creek about 1900 for use on the Beeler patent which has since been acquired by the United States. The Beeler patent was acquired by the United States with an appurtenant water system diverting from Nelson or Beeler Creek, but with no recorded filing to cover the particular point of diversion. We also have no record of an actual conduit from the diversions claimed in the filings, to the point of use.

IN REPLY REFER TO:
154L

REG. DIRECTOR	
ASST. REG. DIRECTOR	
CHIEF, DIV. OF ADMIN.	
CHIEF, DIV. OF OPERATIONS	
CHIEF, DIV. OF INTERP.	
CHIEF, DIV. OF COOP. ACT.	
FIELD SOLICITOR	
ACTION TAKEN	
FILE	

REC'D 9/3/55 AUG 5 1955

We can still claim that the small water system at the Nelson-Sutherland development was made under the filed claims to waters of Nelson Creek, if that name is now used. We should be advised what name now applies to the creek. We should also know what the probable maximum past water use from the Nelson-Sutherland pipeline has been, and whether there has been a ditch for irrigation. If there has been a ditch, its approximate location should be shown on the map. In determining past water demand, we should know probable maximum number of residents on the patent, either before or after Federal acquisition, whichever has been greater. We should know the approximate number of horses, cows, pigs, chickens and other farm stock which have been watered. We should also know the approximate area of the land which may have been irrigated. The drawing should show the approximate location of irrigated land but no engineering survey is needed to sketch in the outline since the state does not require such records.

The old Federal system crosses the same creek upstream. The next question to determine and record, is whether the United States has diverted any water from Nelson Creek, in addition to the water from the springs in the next drainage to the east, and how much, if so.

We should then have a statement as to whether the entire water system from either or both of its sources is still used, and when partial use stopped, if so. I gather from past correspondence that the hydroelectric plant may have been abandoned when commercial power was made available at Headquarters, and that domestic use may have stopped, either temporarily or permanently. We should have confirmation and dates of suspension. We should consider the diversion as a standby supply until the conduit is removed or becomes useless, and the date when that has or may occur. We should also know and record the types and sizes of water wheel and generator which have been used.

The drawing shows a tie from the diversion of this system to some marker beyond the limits of official BLM, or GLO, survey. It is not important, but I should like to have a description of the marker if survey data shows it.

The drawing now shows the Apgar and Federal diversions from claimed Apgar Creek to be from two independent streams. This may be due to an error in the basic topography we have used, or to error in the Apgar tie. Creek alignments should be corrected if necessary. The true relation of Apgar diversion to that of Park diversion should also be shown. We are assuming that the entire Federal pipeline is shown with sufficient accuracy and minor variation between it, topography, and projected sections are due to errors in the last three. It is more important to explain the variations than to fully reconcile them.

We have the record of permissive use by the School district, but no others. Others should be recorded in Part VII of the docket when proper.

We are sending WODC a new folder with the map, dividers, and outline of contents for the various parts. We are not supplying the other contents at this time. I will supply a supplemental statement of quantitative claims for all assemblies when the preceding questions are answered, and that should be sufficient for future design purposes.

We should file a claim to transfer rights to recorded diversions when any diversion is abandoned permanently, to retain the early priorities.



A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Glacier, with attachment
WODC, with attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

In reply refer to
L 54-L



REG. DIRECTOR	ASST. REG. DIR. ADM.	ASST. REG. DIR. D&C	ASST. REG. DIR. HIST.	ADM. OFFICER	ASST. ADM. OFFICER	COUNSEL	CONCESSIONS MGT.	FUEL	ARCHITECTURE	LAND ACQ.	PLANNING D&C	HISTORY	NAT. HIST.	PLANTING REC. SUB.	REG. DIR. SECY	ACTION TAKEN	FILE 77-6-8

To: Regional Director, Region Two
From: Superintendent, Glacier National Park
Subject: Water Rights for Rubidoux Spring Water System (Docket No. 5)
Glacier National Park

Enclosed herewith are the original and four copies of the Notice of Appropriation and Affidavit of Posting Notice for the subject water rights. This Notice of Appropriation had been placed in the hands of the Flathead County Recorder prior to the receipt of Mr. Mattes' memorandum dated May 11, 1954, therefore the documents are as originally submitted.

The answer to the numbered points of Assistant Director Allen's memorandum to you dated May 5, 1954, file as above, are as follows:

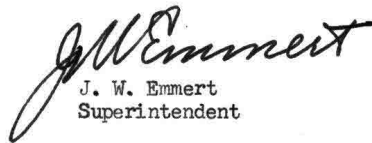
1. The land tie in the Appropriation Notice was established by actual survey on December 19, 1944, with a Mr. Herr as transit man, and while it has not been verified recently, it has been assumed as correct. In an attempt to clear up a few of the questions that have arisen from time to time relative to water rights, our Park Engineer is assembling a sketch of all available data on water system conditions in the entire headquarters area and will submit this information upon completion of the sketch. To date several discrepancies have been found in existing records so that it may be necessary to resurvey some parts of the system before reliable data can be obtained. This work will be accomplished and the results submitted as soon as possible.
2. The Park does not furnish domestic water to any of the private parties within the area served by the Rubidoux Spring water, therefore, the only use on private lands would be for fire protection or suppression where such fires are adjacent or near enough to fire plugs on Government land so that water could be available for fire fighting. An example of this necessity was the Greenwalt fire in the Apgar area last summer.

C. C. MAILED TO:
By: *[Signature]* Date: 6-8

REC'D IN GEN. FILES JUN 8 1954

3. Paragraph VI of the Notice of Appropriation was taken almost verbatim from the Appropriation Notice prepared by the Washington Office which was filed last year and under which F. O. Stuart and other private owners in the McDonald Hotel area were to obtain water under Special Use Permit. Since the actual pipeline conditions are almost identical, it was assumed that the right of way provisions should also be included.

If the procedure that has been followed is not satisfactory, it is requested that a new, or amended, Notice be prepared for proper recording.


J. W. Emmert
Superintendent

In duplicate
Enclosures 1 in quintuple


REC'D IN GEN. FILES JUN 8 1954





UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

In reply refer to:
154-1

REG. DIRECTOR	
ASST REG DIR ADM	
ASST REG DIR D&C	
ASST REG DIR	
ADM. OFFICER	
ASST. ADM. OFFICER	
CONCESSIONS MGT.	
FORESTRY	
ARCHITECTURE	
ENGINEERING	
LAND	
PROGRAMS	
HISTORY	
NAT HIST	
LANDS	
RIV. BASIN R. C. SUR.	
REG. DIR. SECY	
(Docket No. 5)	
ACTION TAKEN	

MAY - 5 1954

To: Regional Director, Region Two

From: Assistant Director

Subject: Water Rights for Rubidoux Spring Water System
Glacier National Park

The copy of Notice of Appropriation of waters of Rubidoux Spring, which was submitted with memorandum of April 27 from Mr. McLaughlin, is nominally satisfactory. However, if it has not already been filed in the county, we should like to have three points clarified first.

1. The tie to SE Cor. Sec. 28, T. 32 N., R. 19 W., and length of pipeline, imply that sections are not located as projected from ties to headgates of Apgar and original headquarters water system, either because sections are irregular or some corners have not been properly identified. We should like to have the matter clarified in accordance with the memorandum of April 21 from Mr. Cook. The ties may be correct as to bearings and distances.

2. We should like to know the nature of proposed water use on private land which is claimed in paragraph II. Except in very exceptional cases, the United States does not appropriate water to become appurtenant to private land.

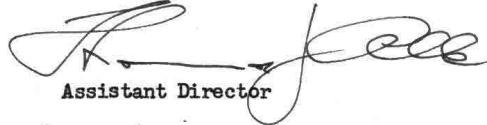
3. We should also like to know whether the pipeline actually traverses private land, as suggested in paragraph VI, and the date of patent if such is the case. We should obtain a right of way if the land was patented prior to August 30, 1890, or claim the right under the Act of that date (26 Stat. 391), if such is the case.

C. C. MAILED TO:
By *[Signature]* Date *5-10*

REC'D IN GEN. FILES MAY 14 1954

We are returning the Notice and Affidavit in order that they may be completed as to dates, signatures and filing records, and for correction if possible. Ordinarily the instruments should be prepared in this Office and signed by the Director to comply with authorized procedure. If corrections are still possible, we suggested that all copies of the Notice be returned with a reply to the memorandum of April 21 in order that we may revise it to agree with possible amendments of claims for the other two water systems.

We will send folders for the new docket when we obtain completed copies of the Notice and Affidavit.


Assistant Director

Attachments 2

In duplicate

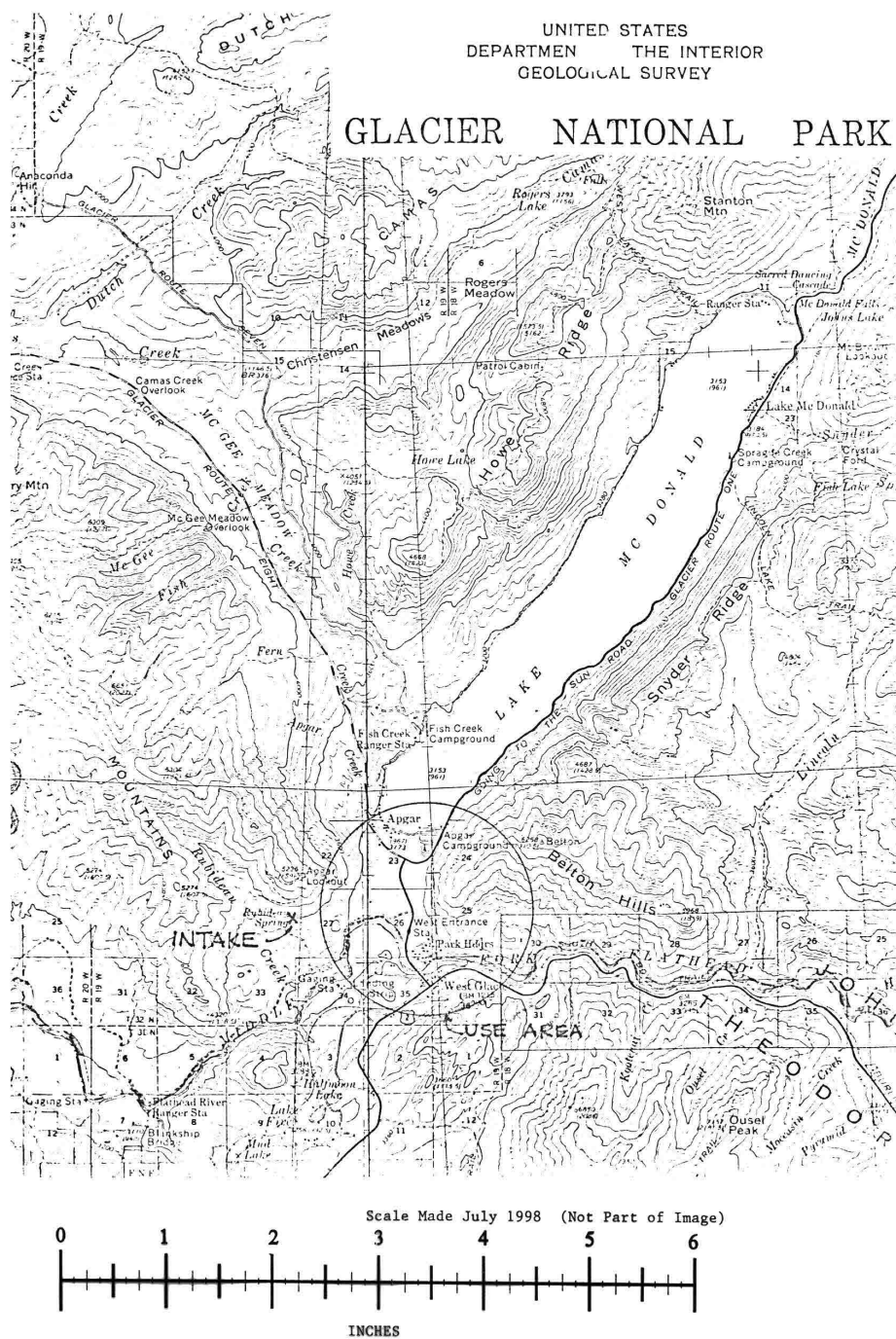


FILED IN GEN. FILES MAY 14 1954



Maps and Miscellaneous Information





Docket Information

Number of Documents in Docket 50

Documents Dated from 6/15/1948 to 11/16/1961

Docket Compiled: 3/22/2011