



WATER-RIGHT DOCKET

Glacier National Park

Docket No: 4

LAKE MCDONALD HOTEL SYSTEM

Preliminary Docket Information

00-00-0000: water right record

WATER RIGHT RECORD

Park: GLAC

Docket Number:
Federal #4

IDENTIFICATION NO: GLAC, R, 1 1, 3 3, 1 8, A, F, 0 4,

DITCH/WATER SYSTEM: Lake McDonald Hotel System

SOURCE OF SUPPLY: Sprague Creek

LOCATION: Sec. 11, T33N, R18W, MPM

WATER RIGHT:

Appropriator: United States of America, National Park Service

Application/Permit Number:

Certificate Record Number:

Date of Priority: ~~November 11, 1943~~ SEPT. 28, 1909

Quantity of Water: 400 C.F.S.

Purpose: Domestic

Irrigated Land Description:

*See
Dockets
18419
6" x 8"
wells*

SUMMARY OF STATUS: This is a Federal water right. The National Park Service acquired this water right on or before November 11, 1943, Deed #38.

John E. Lewis on September 28, 1909, appropriated 400 cfs of the waters of Sprague Creek for manufacturing, mining, milling, power, domestic, irrigation and other useful and beneficial purposes.

Form No. 76-D N10/79

Copy

**STATEMENT OF CLAIM
FOR EXISTING WATER RIGHTS**

LAKE MCDONALD HOTEL - SURFACE

GLAC R 2333W AF 25

76I-W-162319-00

DOMESTIC

For the Water Courts of the State of Montana

1. Owner of Water RightCo-Owner or Other
Interest Owner

Baraden *Robert* / *C.*
US DEPT OF INTERIOR
NATIONAL PARK SERVICE
GLACIER NATIONAL PARK
WEST GLACIER MT 59936
First *Middle Initial*

Address *Superintendent, Glacier National Park*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:** ☒ Domestic**4. Source of Water:**☒ StreamName *JACKSON CREEK*Tributary of *LAKE MCDONALD*☐ Spring☐ Well☐ Lake

Name _____

Stream _____

Tributary of _____

☐ Reservoir

Name _____

Stream _____

Tributary of _____

5. Point of Diversion: County *Flathead*_____ $\frac{1}{4}$ _____ $\frac{1}{4}$ NE $\frac{1}{4}$, Section *23*, T *33* (N/S, R *18* E/W)

Lot _____, Block _____, Subdivision _____

6. Means of Diversion:☐ PumpCapacity *800* gpm☐ Gravity flow☒ Other: Explain *Headgate with ditch or pipeline***7. Place of use and acres irrigated.**County *Flathead - Lake McDonald Lodge area**3* acres, ____ $\frac{1}{4}$ ____ $\frac{1}{4}$ ____ $\frac{1}{4}$, Section _____, T *33* N/S, R *18* E/W

____ acres, Lot _____, Block _____, Subdivision _____

8. Number of persons served *200*

9. Flow rate claimed: 800 ☐ cubic feet per second
☒ gallons per minute
☐ miner's inches

10. Volume claimed: 10.0 acre-feet

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

12. Check one: ☐ Decreed Water Right
☒ Filed Appropriation Right Water use for Hotel area from Sprague Creek
☒ Use Water Right dates from September 28, 1909. Present
intake constructed in 1958.

13. Attach copies of the Decree, Record of Filing or Proof of Use Right. Notice of Appropriation, 1909;
Construction drawing NP-GLA 3302-C, sht. 1

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 Lake McDonald East and West
NP-GLA 2189-A, shts. 1 and 4

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

Form No. 76-O N10/79

STATEMENT OF CLAIM FOR EXISTING WATER RIGHTS

LAKE MCDONALD HOTEL - SURFACE

GLAC R 2333 1/4 BFD 26

76I-W-162320-00

OTHER USES

For the Water Courts of the State of Montana

1. Owner of Water Right

Co-Owner or Other
Interest Owner

Haraden / Robert / C.
US DEPT OF INTERIOR
NATIONAL PARK SERVICE
GLACIER NATIONAL PARK
WEST GLACIER MT 59936

First Middle Initial
First Middle Initial

Address Superintendent, Glacier National Park

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 _____

4. Source of Water:

☒ Stream

Name Jackson Creek

Tributary of Lake McDonald

☐ Spring☐ Well☐ Lake

Name _____

Stream _____

Tributary of _____

☐ Reservoir

Name _____

Stream _____

Tributary of _____

5. Point of Diversion:

County(ies) Flathead

1/4 1/4 NE 1/4, Section 23, T 33 N/S, R 18 E/W

1/4 1/4 1/4, Section, T N/S, R E/W

Lot, Block, Subdivision

6. Means of Diversion:

☐ Well☐ Pump

Capacity 800 gpm

☒ Headgate with ditch or pipeline☐ Instream use☐ Other

Explain _____

7. Means of Conveyance:

☐ Ditch☐ Instream☒ Pipeline☐ Other: _____

6. Place of use: County(ies) Flathead

☐ Instream ☐ City or town ☒ Other: Explain Sprague Creek Campground

<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T	<u>33</u>	<u>N/S, R</u>	<u>18</u>	<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S, R</u>		<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S, R</u>		<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S, R</u>		<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S, R</u>		<u>E/W</u>

Lot _____, Block _____, Subdivision _____

Partially surveyed only

9. Flow rate claimed: 800 ☐ cubic feet per second
☒ gallons per minute
☐ miner's inches

10. Volume claimed: 30.0 acre-feet

11. Period(s) of use: 4/1 - 12/1

12. Check one: ☐ Decreed Water Right
☒ Filed Appropriation Right Water use for Hotel area from Sprague Creek, dates from September 28, 1909. Present intake constructed in 1958.
☒ Use Water Right

13. Attach copies of the Decree, Record of Filing or Proof of Use Right. Notice of Appropriation, 1909; Construction drawing NP-GLA 3302-C, sht. 1

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 Lake McDonald East and West
 NP-GLA 2189-A, shts. 1 and 4

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 DECREE 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

WATER RIGHT NUMBER 761-W-162320-00

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

Lake McDonald Hotel
(GLAC R 233318 BF26)

PRIORITY DATE: SEPT 28, 1909

FLOW RATE: 800.00 GPM

VOLUME: 30.00 ACRE FEET PER YEAR

SOURCE: JACKSON CREEK

PURPOSE (USE): RECREATION

PERIOD OF USE: APR 1 TO DEC 4

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

SWNE 23 33N 18W FLATHEAD

HEADGATE

PLACE OF USE FOR RECREATION

ACRES LOT BLK QTR SEC SEC TWP RGE COUNTY

001

SW 23 33N 18W FLATHEAD

REMARKS: CLARIFICATION OF LAND DESCRIPTION:
THE TOWNSHIP IS UNSURVEYED. THE LEGAL LAND DESCRIPTION
FOR PLACE OF USE HAS BEEN ESTIMATED.

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

LM LODGE

Form No. 76-O N10/79

GLACR 2333 18 BF 27
LAKE MCDONALD LODGE - SURFACESTATEMENT OF CLAIM
FOR EXISTING WATER RIGHTS

76I-W-162321-00

OTHER USES
For the Water Courts of the State of Montana

1. Owner of Water Right

Co-Owner or Other
Interest OwnerUS DEPT OF INTERIOR
NATIONAL PARK SERVICE
GLACIER NATIONAL PARK
WEST GLACIER MT 59936Address Superintendent, Glacier National Park
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 InitialAddress 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 _____ |

4. Source of Water:

- ☒ Stream Name Jackson Creek Tributary of Lake McDonald
- ☐ Spring
- ☐ Well
- ☐ Lake Name _____ Stream _____
Tributary of _____
- ☐ Reservoir Name _____ Stream _____
Tributary of _____

5. Point of Diversion:

County(ies) Flathead
1/4 1/4 NE 1/4, Section 23, T 33 N/S, R 18 E/W
1/4 1/4 1/4, Section _____, T _____ N/S, R _____ E/W
Lot _____, Block _____, Subdivision _____

6. Means of Diversion:

- ☐ Well
- ☐ Pump Capacity 800 gpm
- ☒ Headgate with ditch or pipeline
- ☐ Instream use
- ☐ Other Explain _____

7. Means of Conveyance:

- ☐ Ditch ☐ Instream
- ☒ Pipeline ☐ Other: _____

8. Place of Use: County(ies) Flathead

☐ Instream ☐ City or Town ☒ Other: Explain Lake McDonald Lodge Complex

<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T	<u>33</u>	<u>N/S</u>	R	<u>18</u>	<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S</u>	R		<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S</u>	R		<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S</u>	R		<u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	Section	T		<u>N/S</u>	R		<u>E/W</u>

Lot _____, Block _____, Subdivision _____

Partially surveyed only

9. Flow rate claimed: 800

☐ cubic feet per second
☒ gallons per minute
☐ miner's inches

10. Volume claimed: 35.0 acre-feet

11. Period(s) of use: 4/1 - 12/1

12. Check one: ☐ Decreed Water Right
☒ Filed Appropriation Right Water use for Hotel area from Sprague Creek
☒ Use Water Right dates from September 28, 1909. Present
intake constructed in 1958.

13. Attach copies of the Decree, Record of Filing or Proof of Use Right. Notice of Appropriation, 1909;
Construction drawing NP-GLA 3302-C, sht. 1

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 Lake McDonald East and West
NP-GLA 2189-A, shts. 1 and 4

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. Int. 59936

My Commission expires 3/5/84

TEMPORARY PRELIMINARY DECREE 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

Lake McDonald Lodge
GLACR 2333/8BF27

WATER RIGHT NUMBER 761-W-162321-00

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

PRIORITY DATE: SEPT 28, 1909

FLOW RATE: 800.00 GPM

VOLUME: 35.00 ACRE FEET PER YEAR

SOURCE: JACKSON CREEK

PURPOSE (USE): COMMERCIAL

PERIOD OF USE: APR 1 TO DEC 4

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

SWNE 23 33N 18W FLATHEAD HEADGATE

PLACE OF USE FOR COMMERCIAL

ACRES LOT BLK QTR SEC SEC TWP RGE COUNTY

001
002

S2SW 14 33N 18W FLATHEAD
N2NW 23 33N 18W FLATHEAD

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

LM. Loxie

Form No. 76-O N10/79

GLACR 23 33 18 CF 2d
LAKE MCDONALD LODGE - SURFACESTATEMENT OF CLAIM
FOR EXISTING WATER RIGHTS

76I-W-162322-00

OTHER USES

For the Water Courts of the State of Montana

1. Owner of Water Right

Haraden

Robert

C.

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

First

Middle Initial

Co-Owner or Other
Interest Owner

Address Superintendent, Glacier National Park

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

4. Source of Water:

☒ Stream

Name Jackson Creek

Tributary of Lake McDonald

☐ Spring☐ Well☐ Lake

Name

Stream

Tributary of

☐ Reservoir

Name

Stream

Tributary of

5. Point of Diversion:

County(ies) Flathead

1/4 1/4 NE 1/4, Section 23, T 33 N/S, R 18 E/W

1/4 1/4 1/4, Section, T N/S, R E/W

Lot, Block, Subdivision

6. Means of Diversion:

☐ Well☐ Pump

Capacity 800 gpm

☒ Headgate with ditch or pipeline☐ Instream use☐ Other

Explain

7. Means of Conveyance:

☐ Ditch☐ Instream☒ Pipeline☐ Other:

8. Place of Use:		County(ies) <u>Flathead</u>	
☐ Instream	☐ City or Town	☒ Other:	Explain <u>Lake McDonald Lodge Complex</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u> , Section	T <u>33</u> <u>N/S</u> , R <u>18</u> <u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u> , Section	T <u> </u> <u>N/S</u> , R <u> </u> <u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u> , Section	T <u> </u> <u>N/S</u> , R <u> </u> <u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u> , Section	T <u> </u> <u>N/S</u> , R <u> </u> <u>E/W</u>
<u>1/4</u>	<u>1/4</u>	<u>1/4</u> , Section	T <u> </u> <u>N/S</u> , R <u> </u> <u>E/W</u>
Lot <u> </u> , Block <u> </u> , Subdivision <u> </u>			
<u>Partially Surveyed only</u>			

9. Flow rate claimed: 800 ☐ cubic feet per second
☒ gallons per minute
☐ miner's inches

10. Volume claimed: 5.0 acre-feet

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

12. Check one: ☐ Decreed Water Right
☒ Filed Appropriation Right
☒ Use Water Right

Water use for Hotel area from Sprague Creek dates from September 28, 1909. Present intake constructed in 1958.

13. Attach copies of the Decree, Record of Filing or Proof of Use Right. Notice of Appropriation, 1909;
 Construction drawing NP-GLA 3302-C, sht. 1

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 Lake McDonald East and West
 NP-GLA 2189-A, shts. 1 and 4

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. 54936
 My Commission expires 3/5/84

TEMPORARY PRELIMINARY DECREE 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

WATER RIGHT NUMBER 761-W-162322-00 ✓

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

Lake McDonald Lodge
GLAC R 2333/8CF 28

PRIORITY DATE: SEPT 28, 1909

FLOW RATE: 800.00 GPM

VOLUME: 5.00 ACRE FEET PER YEAR

SOURCE: JACKSON CREEK

PURPOSE (USE): FIRE PROTECTION

PERIOD OF USE: JAN 1 TO DEC 31

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

SWNE 23 33N 18W FLATHEAD HEADGATE

PLACE OF USE FOR FIRE PROTECTION

ACRES LOT BLK QTR SEC SEC TWP RGE COUNTY

001					14	33N	18W	FLATHEAD
002					23	33N	18W	FLATHEAD

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

LM ~~ES~~ LODGE

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 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 1, 1953, appropriate and now has a legal right to the use, possession and control of and claim to .075 cubic foot per second of time of the waters of Sawmill Spring, situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 33 North, Range 18 West, M.P.M., at a point N. 41°58' E. 898 feet, more or less, from S $\frac{1}{4}$ corner of said section, 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 of intended use is for domestic, recreational, irrigation, industrial, fire protection, and other useful purposes, on Federal and private land in S $\frac{1}{4}$ of said Section 14, in Glacier National Park, including an unnamed subdivision described by metes and bounds and designated as Lots 1A, 1AB, 1AC, 1AD, 1AE, 1AF, 1B, 1C, 1D, 1E, and 1F in Lot 4 of said section.

III.

That the means by which the United States of America intends to divert the said water is as follows: An earth dam in the stream formed at the spring's origin and a pipe, measuring two (2) inches in diameter, or larger, which carries and conducts .075 cubic foot of water per second of time from said Sawmill Spring, which said pipe diverts the water from said spring at a point upon west bank of said stream, and runs thence westerly for a distance of 881 feet to the southeast corner of the said Lot 1F, whence the water is distributed by laterals to dwellings and other buildings and on lands described as the place of intended use as hereinabove described.

IV.

That the United States of America appropriated and took said water on the 1st day of May, 1953, 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 said water is as follows: to wit: United States of America, Department of the Interior, National Park Service.

VI.

That the United States also claims the right of way for the said pipe line from diversion to said southeast corner of Lot 1F; the right to construct and maintain, or to authorize the owners of said lots to construct and maintain said pipe line in accordance with the terms of Special Use Permit No. 14-10-214-47, now issued to F. O. Stuart, or such subsequent permits as may be substituted; and the water conveyed, or to be conveyed from said point of appropriation to said land or points of final discharge; and also the right of location upon any lands of any dams, flumes, ditches, pipe lines, and reservoirs constructed, or to be constructed on the Federal land by the United States or said private landowners, 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 line, dam, or said appurtenances in part or whole at any time, and to use, or to permit private landowners to use any portions of said water in accordance with said special use permit.

CLAIMING THE SAME BY THE AND SINGLY UNDER, 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.

Page 3 of 3 pages

TOGETHER WITH ALL AND SINGLY, the hereditaments and appur-
tenances thereunto belonging and appertaining or to accrue to the
same.

United States of America
Department of the Interior
National Park Service

By: 
J. W. Emmert
Superintendent
Glacier National Park

UNITED STATES OF AMERICA }
 District of Montana } ss

J. W. Emmert, being first duly sworn, says: that he is the appropriator and claimant named in the foregoing Notice of Appropriation; that he has read said Notice of Appropriation, and knows the contents thereof, and that all the matters and statements contained therein are true.

J. W. Emmert
 Signed J. W. Emmert, Superintendent

Subscribed and sworn to before me this 1st day of May, 1953.

Nathan A. Lindsay

2468 WATER RIGHT LOCATION

STATE OF MONTANA } ss
 County of Flathead }

Recorded at the request of:

S/ R. T. MONTGOMERY

May 1st 19 53

at 10 minutes past 3 P.M.

In Book 346

Page 612

S/ A. J. SHAW
 County Recorder

by Deputy

Fee \$ 2.00 Pd
 Return to Supt. Glacier Nat'l Park
 West Glacier

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 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 1st day of May, 1953, he did post a copy of the above
notice of appropriation of water by the United States on the westerly side
of a spring known as Sawmill Spring, tributary to Sawmill Creek, situated
in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14, Township 33 North (T.33N.) Range 18 West (R.18W.)
M.P.M. From which point the South Quarter Corner of Section 14, Town-
ship 33 North (T.33N.) Range 18 West (R.18W.) bears South 41°58' West, 898
feet, and he did post same in a conspicuous place thereat.

Richard T. Montgomery
Signed

Subscribed and sworn to before me this

1st day of May, 1953.

Margaret A. Lindsay
United States Commissioner
Glacier National Park, Montana

My commission expires Feb. 28-57

Notice of Appropriation of Water Right

STATE OF MONTANA, }
County of Flathead, }

ss.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned did on the 28TH day of September 1909, appropriate and claim, and do by these presents appropriate, locate and claim

Four hundred (400) cubic feet per second of time, legal measurement, of the waters of Sprague Creek

in the County of Flathead, State of Montana, and did, on the above named date, mark the point of intended diversion by posting thereat a copy of this notice in a conspicuous place.

The said water is claimed for manufacturing, mining, milling, power, domestic irrigation and other useful and beneficial purposes, and the place of intended use is at and near Hotel Glacier at Glacier, Flathead County Montana and upon Section 33, Township 33 North, Range 18 W. M. M.

is Said water to be diverted and conveyed to said place by means of a dam and ditch and flume or flume 3 feet wide on bottom 2 1/2 feet wide on top, and 1 feet deep

That the stream from which said diversion is to be made is more particularly described as follows, to-wit:

At a point on the north bank of Sprague Creek about 1500 feet southeast of "Bear Trap Divide" on the trail to Sperry Glacier from Lake McDonald

the and measured from said point of diversion as an initial point, the following well-known natural objects and permanent monuments are distant as follows, to-wit: Bear Trap Divide is distant 1500 in a northwesterly direction; the mouth of Snyder Creek is distant about 2 1/2 in a westerly direction.

And the undersigned hereby claim a right of way over all unappropriated lands of the United States through which said ditch shall pass, together with the right to repair and enlarge said ditch whenever and wherever the same may be necessary to convey the water hereby appropriated.

This "Notice of Appro." though appearing to apply to Sprague Creek, belongs on Snyder Creek, (see second # on page 27 in "text" material included with Part I

John E. Lewis

Appropriator.....and Claimant.....

Return to _____

Form NPS-L-1

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICEState Montana

LAND OWNERSHIP RECORD

Tract No. _____

County FlatheadWater Right Deed # 4
Deed No. 68

Civil Subdivision _____

Area _____ acres Glacier National Park

Name of Park or Area

Claim

~~Deed~~ based on ~~xxxxxxx~~ County Filing _____ Date Sept. 28, 1909 Lake McDonald Hotel
Section of Park or AreaLegal Description: Water right filing book 71, page 226, county recordsMethod of Acquisition: Water right appropriation Appropriation or Source of funds: _____
Cost (if purchased) or estimated value: Not yet valuedAcquired from: Dakota & Great Northern Town Site CompanyAccepted by Secretary (____) Opinion of Att'y. Gen.-title in U. S. (____) date: See deed 38Physical Characteristics: A recorded claim to miners inches of the waters of Sprague Creek for power, domestic, manufacturing and other purposes, with priority of Sept. 28, 1909.

Improvements on Land at time of Acquisition: _____

Existing or outstanding special use permits, reservations, rights, or rights of way: _____

Report Based on: Records of Water Rights SectionPrepared by: A. van V. Dunn, Hydraulic Engineer date: 11/11/43

Map References: _____

Remarks: Appurtenant to land covered by deed 38.
See papers 26-29, Davis' report on water rights, Lake McDonald Drainage,
dated May 20, 1942.

1877

INDEXED	8
COPIED	15
COMPARED	12

Deed
 Dakota with
 Just Northern T. 2
 to
 L. S. C.

STATE OF MONTANA }
 County of Flathead, } ss
 Filed for record at the request
 of Halckley Horn
 this 25 day of June, 1932
 at Helena, Idaho, and
 Recorded in Vol. 211 Rec-
 ords of Flathead County, State
 of Montana, on page 96
G. J. Charn
 County Clerk & Recorder.
 By G. J. Charn
 Deputy
 Fee 2.00
 Return to Halckley Horn

Deed 1961

Deed No. 19
1932
25480

CERTIFICATE OF ACCEPTANCE

By virtue of and pursuant to the authority conferred by the Act of Congress approved May 11, 1910, (36 Stat. 354), and the Act approved February 14, 1931, (46 Stat. 1115), I, the undersigned, as Assistant Secretary of the Interior, do hereby accept the attached deed dated May 26, 1932, wherein and whereby the Dakota and Great Northern Townsite Company, conveys to the United States of America certain land situated within the area of the Glacier National Park.

In witness whereof, I, as said Assistant Secretary, hereunto set my hand officially and have caused the seal of said Department to be affixed hereto and in attestation hereof this 17th day of June, 1932.

James H. Edwards
Assistant Secretary
JHE

Witnessed at 10:10 AM

Notary Public (Sealed)

THIS INDENTURE, Made this 26th day of May, 1932,
between DAKOTA AND GREAT NORTHERN TOWNSITE COMPANY, a Minnesota
corporation, party of the first part, and UNITED STATES OF
AMERICA, party of the second part,

WITNESSETH, that the said party of the first part, for
and in consideration of the sum of one hundred fifty-one thousand, eight
hundred and eighty-two and 93/100 ----- dollars (\$ 151,882.93) lawful
money of the United States of America, to it paid by said party
of the second part, receipt whereof is hereby acknowledged, does
by these presents GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto
the said party of the second part and to its successors and
assigns, forever, all those certain lots, pieces or parcels of
land situate, lying and being on and near the east shore of
Lake McDonald in Glacier National Park, in the County of Flathead,
State of Montana, and particularly described as follows, to-wit:

(1) Lot one (1) and the east half of the southeast
quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of section fourteen (14), township thirty-
three (33) north, range eighteen (18) west of the Montana
Meridian, excepting therefrom that certain tract or parcel
of land more particularly described as follows:

Beginning at a point where the section line common
to sections eleven (11) and fourteen (14), said township
and range, intersects the eastern high water shore line of
Lake McDonald, run southerly along said shore line to a
point seventy-five (75) feet south of said section line;
thence easterly and parallel to said section line one
hundred (100) feet; thence north seventy-five (75) feet to
said section line; thence west along said section line to
the place of beginning; also

(2) Lots four (4) and five (5) of said section fourteen
(14), township thirty-three (33) north, range eighteen (18)
west, excepting four (4) acres, more or less, lying along
the east shore of Lake McDonald, more particularly described
as follows, to-wit:

Beginning at a point on the east shore of Lake
McDonald, which bears north thirty-nine (39) degrees, five
(5) minutes east eleven hundred fifty and five tenths (1150.5)
feet from the meander corner common to sections fourteen (14)
and twenty-three (23), said township and range, and which
meander corner is marked: "M.C.F.F.R."; run thence south

twenty-three (23) degrees forty-five (45) minutes east three hundred (300) feet to a point; thence north sixty-six (66) degrees fifteen (15) minutes east five hundred eighty (580) feet to a point; thence north twenty-three (23) degrees forty-five (45) minutes west three hundred (300) feet to a point on the east shore of Lake McDonald; thence along the east shore of said lake to the place of beginning; also

(3) The north half ($N\frac{1}{2}$) of lot one (1) and the north half of the northwest quarter of the northeast quarter ($N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$) and lot two (2), section twenty-three (23), township thirty-three (33) north, range eighteen (18) west of the Montana Meridian; also all of Glacier Park Villa Sites situated in and being the south half of lot one (1) and the south half of the northwest quarter of the northeast quarter ($S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$) of said section twenty-three (23), township thirty-three (33) north, range eighteen (18) west, according to the plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, State of Montana, excepting and excluding therefrom the following enumerated and described lots and blocks thereof, to-wit:

Lots twenty-three (23) and twenty-four (24) in block one (1); lot twenty-four (24) in block five (5), lots one (1) and twenty-four (24) in block ten (10), lot twenty-three (23) in block eleven (11), lots thirteen (13), sixteen (16), twenty-three (23) and twenty-four (24) in block twelve (12), lots one (1) and twenty-four (24) in block fourteen (14), lots nineteen (19) to twenty-three (23), inclusive, in block sixteen (16), all of block seventeen (17), lots three (3), five (5), six (6) and seven (7) in block eighteen (18), lots seven (7), eight (8), ten (10), eleven (11) in block nineteen (19), lot three (3) in block twenty (20), lot two (2) in block twenty-four (24), lots one (1), three (3), four (4), eight (8), eleven (11), eighteen (18), twenty (20), twenty-one (21) and twenty-two (22) in block twenty-five (25), lots one (1) and three (3) in block twenty-six (26), and lots one (1), two (2), sixteen (16) and eighteen (18) to twenty-three (23), inclusive, in block thirty-two (32).

(4) Together with any and all buildings, structures, water rights, and other improvements thereon or appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances,

unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part, for itself, its successors and assigns, does hereby covenant that it will forever WARRANT and DEFEND its right, title and interest in and to the said premises, and the quiet and peaceable possession thereof, unto the said party of the second part, its successors and assigns, against the acts and deeds of the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereunto affixed, and this instrument to be signed by its President and Secretary, as of the day and year first above written.

Signed, Sealed and Delivered
in presence of:

Jm A Hick
C F Gregoire

DAKOTA AND GREAT NORTHERN
TOWNSITE COMPANY,

By *James T. Maher*
President.

Attest: *John T. Maher*
Secretary.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

On this 1st day of June, in the year 1932, before me, a Notary Public in and for said State, personally appeared JAMES T. MAHER, known to me to be President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

James T. Maher
JAMES T. MAHER, Notary Public, Ramsey Co., Minn.
My Commission Expires: Sept. 28, 1934



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

IN REPLY REFER TO:
154-L

REG. DIRECTOR	
ASST. REG. DIRECTOR	
CHf. DIV. OF ADMIN.	
CHf. DIV. OF OPERATIONS	
CHf. DIV. OF INTERP.	
CHf. REC. RES. PLANNING	
CHf. RANGER ACTIVITIES	
FIELD SOLICITOR	
ACTION TAKEN	
Memo to Glacier	
FILE	154-L-58

February 12, 1958

Memorandum
NATIONAL PARK SERVICE
GLACIER NATIONAL PARK

To: Regional Director, Region Two
From: Chief, Water Resources Section
Subject: Water Rights, Snyder Creek-Sprague Creek, Docket 4,
Glacier National Park

Attached is a print of working drawing GLA-6953 which has been compiled from various maps, as indicated, and the correspondence terminating with the memorandum of December 9, 1957, from Acting Superintendent Joseph which Mr. Aiton forwarded on December 23, 1957. The red notations are my own.

Mr. Joseph was not specific as to the site of "Bear Trap", or "Bear Paw" divide, on the ridge between Snyder and Sprague Creeks, but the USGS quadrangle and the description in the Lewis water right filing of September 28, 1909, as filed at page 226 of Book 71 of the county records, seem to agree that it is approximately at red point 2, and Mr. Lewis' former, or proposed diversion was at red point 1.

We have also considered the remote possibility that Mr. Lewis got the identities of Snyder and Sprague Creeks confused, and also got his 1500 foot bearing reversed. On that basis I have shown an alternate site (red 3) for Bear Trap Divide assuming that the existing Lake McDonald Hotel water system diversion is at the point of appropriation which Mr. Lewis made on September 28, 1909.

Two copies of the drawing are being sent to the Superintendent with the intent that he return one through you, showing the approximate location of any knoll along the ridge, or any other natural phenomena which create the divide through the ridge. If the divide is at point 2 we should also like to know whether any traces of an old dam or pipeline have been found at point 1 or along the course which the pipeline would have followed. We should also like to know the date when the Snyder Creek diversion was first constructed.

We are aware of possible changes in the greater Snyder-Jackson-Sprague Creeks water system which was mentioned in Mr. Robertson's memorandum of October 15, 1957, and Mr. Joseph's memorandum of December 9, 1957, but that is the second part of the problem. Our first step is to

C. C. MAILED TO:

Not in duplicate

B. _____ DATE _____

REC'D IN CITY FILE FEB 27 1958

document any rights to present water use, based on the Lewis filing. The next step will be to make new filings to change points of diversion under that filing, and initiate new claims for present and proposed water use which may be needed. I believe that we have all the data we need except that requested in the last paragraph, plus confirmation of proposed new points of diversion.



A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Glacier, with 2 prints of GLA-6953
Chief, WODC, with 1 print of GLA-6953

REC'D IN GEN. FEB 27 1958

L54-L

July 1, 1955

Memorandum

To: Superintendent, Glacier National Park

From: Chief, Water Resources Section

Subject: Water Claims for Lake McDonald Hotel and Sperry Chalet
Docket 4, Glacier

Office of
Chief, Western Office
Div. of Design and Const.

JUL 6 1955 A.M.

Supv. Architect

Supv. Engineer

Supv. Landscape Arch.

Safety Engineer

The county water claim of John E. Lewis in Docket 4 claims 400 cubic feet of water from Sprague Creek at a point on the north bank of Sprague Creek about 1500 feet southeast of "Bear Trap Divide" on the trail to Sperry Glacier from Lake McDonald for manufacturing, mining, milling, power, domestic, irrigation, and other useful purposes at and near Hotel Glacier at Glacier, Flathead County, under date of December 28, 1909. Bear Trap Divide is not listed by the Board of Geographic Names or shown on the Park map.

I have assumed that the Lake McDonald Hotel on Snyder Creek was the former, or formerly proposed, Glacier Hotel but now wonder whether the Sperry Chalet is the old Glacier Hotel.

Attached is a photostat enlargement of the map of the area involved. If there is anyone who can identify Bear Trap Divide, please indicate it on the enlargement and return it to me. Also show the water system serving the Sperry Chalet and any site of an old hotel and water system which may have preceded the Sperry Chalet and Lake McDonald Hotel.

Since a water right is needed for the Sperry Chalet, if still existant, and the early use can be used for priority at either the Sprague Campground or Lake McDonald Hotel, it will also help if you can advise whether there is any more complete plan of the Sperry Chalet area than Drawing 4511-2-1, of which print is attached, which was used with the concession permit of 1930 or 1931, under contract of May 20, 1915. If not, we should like to know whether the reservoir is at a spring, or have the supply line sketched in, and the source shown on the photostat of the larger area, as requested in the previous paragraph. We should also like to know the approximate difference in elevation between the 5'X7'X5' tank and either the 20'X40' reservoir or the dormitory. We should also know the number of employees, and maximum number of visitors in the area.

We are not supplying copies of the two maps for the correspondence because they are only my work sheets and have only temporary value.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 2

Copy to: Regional Director, Region Two
Western Office of Design and Construction



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

In reply refer to:
LS4 GLAC-L

May 5, 1953

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Branch

Subject: Water Rights, Lake McDonald Hotel Area, Docket No. 4, *Crutton* 4B
Glacier National Park

REG. DIRECTOR	
ASST. REG. DIR. ADM.	
ASST. REG. DIR. D&C	
ASST. REG. DIR.	
ADM. OFFICER	
ASST. ADM. OFFICER	
COUNSEL	
CONCESSIONS MGT.	
FORESTRY	
ARCHITECTURE	
ENGINEERING	
LAND ACQ.	
PROGRAMMING D&C	
HISTORY	
NAT. HISTORY	
LANDS	
RIVER BASIN P.C. SUR.	
REG. DIR. SECY	
ACTION TAKEN	<i>See</i>
FILE	<i>6-15</i>

It seems probable that there will be less future confusion and danger of forgetting units if we expand the subject Docket No. 4 to include all water systems to serve the Lake McDonald Hotel-Sprague Creek Campground Area. The docket now contains the claim to waters of Sprague Creek, by John E. Lewis, but the diversion is made from Snyder Creek in accordance with drawing NP-GLA-5484. The filing is so ambiguous that we cannot tell whether Mr. Lewis used the name of the wrong creek, or intended to divert from Sprague Creek but later used the nearer Snyder Creek. Mrs. Clack now diverts the waters of Jackson Creek, which enters the lake between Snyder and Sprague Creeks, in accordance with records in Alien Water Right No. 1. You also have plans for the Sprague Creek Campground Water System as shown on drawing NP-GLA-5483, and suggestions in past correspondence that PCP-U-53 will provide for consolidation of the diversion system from the three streams.

There is inadequate flow in Snyder Creek in the late season for both power and consumptive use, but Mr. Rowley advises that commercial power will probably be provided at the hotel this year. The power plant on Snyder Creek is to be retained for standby purposes. The REA power will relieve the water shortage on Snyder Creek, except that the standby power will probably be most desirable when domestic demands are greatest. *stuart et al.*

In addition, under Special Use Permit 14-10-214-47, Federal rights are to be perfected for the supplemental supply for the Stuart subdivision, just north of the hotel. Incidentally, we should still like to know whether the plat of that subdivision on record in the county bears a name for the subdivision, and we should also have prints of the recorded plat. We also note from

C. C. MAILED TO:

Shaw's report

The

By: *W. E. (M. M.)* Date: *6-15*

the drawing with the permit that the spring is about 140 feet higher than the houses. Drawing 5484 also shows that the diversion on Snyder Creek is about 170 feet higher than the power house, hotel, and those cottages. If the hotel reservoir is slightly more than 30 feet below the diversion, it may be possible to pipe the surplus spring flow to the hotel system at a future date, if desirable.

Accordingly, please supply your recommendations for the revised, consolidated Federal claim to waters of the three streams and the springs, and send us three prints of each drawing mentioned in this memorandum, and any others which you have of the existing and proposed water systems. With these, we will complete a new water claim, and also complete the water right dockets.

With the more urgent need for work at Glacier and Death Valley, the Water Resources Branch will probably have to defer the subject statement of claim and docket revision until fall, but the records should be assembled as convenient during the rest of the spring and summer.

A. van V. Dunn

A. van V. Dunn
Chief, Water Resources Branch

In duplicate

*Believe he means
Grand Canyon
of I*

The following is an excerpt of a 1942 report entitled "WATER RIGHTS McDONALD CREEK DRAINAGE GLACIER NATIONAL PARK" by A. van V. Dunn, Hydraulic Engineer

1. Snyder Homestead Area, including the Lake McDonald Hotel Area, the Sprague Creek Campground, the Glacier Park Villa Sites, and an undedicated cottage site herein referred to as the McDunnell Area after one of the residents. The Sprague Creek Campground and other land not in the Snyder Patent has always been public domain.
2. The Dennis Gonsau Homestead. (no water claims filed)
3. The Geduhn Homestead.
4. The Frank Kelly Homestead. } not germane to Docket #4

Water use in each of these areas is now a separate entity. In the following discussion, however, it is shown that there could be some interconnection with resulting separation of federal and private interests.

George Snyder Homestead

George Snyder patented the following land on December 23, 1904:

Section 14, T. 33 N., R. 18 W., Lots 4 and 5.

Section 29, T. 33 N., R. 18 W., NW $\frac{1}{4}$ of NE $\frac{1}{4}$, and Lots 1 and 2.

In Book 302, Page 543, the Snyder homestead was conveyed to John E. and Oliver Lewis as of May 12, 1906.

In Book 71, Page 226, John E. Lewis filed a claim to 400 miners inches (20 sec. ft.) of water from Sprague Creek with priority of September 28, 1909. The diversion was to be on the west bank of the creek, 1500 feet, more or less, southeast of Bear Trap Divide, about 2 $\frac{1}{2}$ miles easterly from the mouth of the stream, and on the trail from Lake McDonald to Sperry Glacier. This is the only claim to the waters of any creek in the area which the writer was able to find in a rather exhaustive search of the county records under the names of all who have owned the Snyder patent at any time. The water was to be used "for power, domestic, manufacturing and other purposes at and near Hotel Glacier in Glacier National Park."

Hotel Glacier is now known as the Lake McDonald Hotel and Mr. Lewis built the water system to serve it with light and power in 1914. It is shown on drawing HP-GIA-4980 as the Snyder Creek Pipe line. It diverts from Snyder instead of Sprague Creek at a point only about 3000 feet instead of 2.5 miles above its mouth, but at a point near the trail to Sperry Glacier as specified. Until the Park Service developed the Sprague Campground it was the only diversion on Snyder, Sprague or Jackson Creek, the only three streams within half a mile of the hotel.

It is not known whether there was an error in the name of the stream or whether Mr. Lewis used Snyder instead of Sprague Creek as a temporary expedient or for other reasons. In any case the claim for water from a tributary of Lake McDonald was perfected by the construction of the existing pipe line to cover the designated water use. With no other claimants in conflict it will be a simple matter to amend the claim to cover the proper system.

The county records indicate that John and Olive Lewis conveyed 26 acres of land in Lot 4 of Section 14 to F. P. Thorne. Mr. Thorne sold later to Robert and Georgia McDonnell who have subdivided. There is evidently an error in the county record, or in the notes obtained for the writer, as the area involved is only about 4 acres in the area shown on drawing HP-GIA-4980.

The deeds to Mr. Thorne and Mr. McDonnell included the standard clauses regarding appurtenances, as follows:

"Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, homestead, dower, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances.

"To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part,

and their heirs do hereby covenant that they will forever warrant and defend all rights, title and interest, in and to the said premises, and the quiet and peaceful possession thereof, unto the said party of the second part, his heirs and assigns against the acts and deeds of the said parties of the first part, and all and every person and persons whomsoever, lawfully claiming, or to claim the same."

There is no specific reference to water rights, and it seems quite probable that no water was actually available on the tract at the time of the sale. Since then, however, water has been delivered to the cottage owners from the Snyder Creek Pipe Line. At the time of the writer's visit in 1940 the Great Northern Townsite Company was collecting a fee for this water service, and, so far as known, the same procedure is still being followed, pending further study of related telephone service.

Drawing NP-GLA-6980 shows the Glacier Park Villa Site located on half of the original Snyder Homestead in Section 23. County records include the plat and dedicatory statements which are reproduced on accompanying photograph GLA-40-D-6. Unfortunately the statements are not legible in the photograph, but a comparison of the map with that on drawing GLA-6980 reveals several important points:

1. The subdivision was made after the water system was built.
2. The identity and location of the 1/4 corner common to Sections 14 and 23 is uncertain and needs verification.
3. There is a strong claim for water from the pipe line to serve lots sold in the Villa Site.

The private land maps of the park indicate that those lots not sold before 1930 — those not shaded on the map — are no longer private land. They were conveyed to the United States with the rest of the homestead. The private lots obtain water somewhere, and the logical place is from the Snyder Creek Pipe Line. More investigation is needed to determine what demands the private landowners may have on this pipe line, both as to quantity of water and terms of remuneration.

In Book 206, Page 48, the county records the conveyance of the Snyder Homestead, less parcels just described, from John E. and Olive Lewis to the Great Northern Townsite Company as of March 3, 1930, "together with buildings, water rights and appurtenances." In Book 211, page 96, the Great Northern Townsite Company is recorded as conveying said land and water rights to the United States as of May 26, 1932.

These conveyances establish federal title to the Snyder Creek Pipe Line and Lewis Water Right except that E. M. Rierly may have acquired a fractional appurtenant interest where the pipe crosses her lot in Block 10 of the Villa Site. It seems doubtful if her deed actually included a specific reference to water rights. It can be assumed that the National Park Service has all rights or claims initiated by Mr. Lewis. It has also acquired the obligations to serve the private landowners in accordance with contracts existing in 1930 and 1932. These should be investigated.

From the preceding abstract of title it is evident that any amendment of rights must now be made by the United States. As previously stated, it has also developed the Sprague Creek Campground with a water system diverting from Sprague Creek. It also has plans to divert water from Jackson Creek for the Lake McDonald Hotel as shown on drawing HP-GLA-6980.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

16-114
(October 1952)
(Revised)

SPECIAL USE PERMIT

No. 14-10-214-145

Previous Permit

No. 1-4p-1808

COPY

THREAT TO THE ENVIRONMENT
Glacier National Park

is hereby authorized during the period from January 1, 1955 to December 31, 1974, to use the following described land in the above named park to carry on, in the above named park, the business of furnishing water to certain private land owners, as limited by paragraph 15 on the reverse hereof and to maintain and operate or use in connection therewith such connections and facilities as provided for securing water for its own uses under Contract No. 14-10-214-345, dated November 3, 1954 in the immediate vicinity of the Lake McDonald Hotel.

for the purpose of:

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of 10% of amounts collected for such service dollars, (\$ 1000.00), in advance, or as follows: payment

to be in one (1) sum at the close of the travel season, payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States National Park Service

Signed at Great Falls, Minn. this 27 day of January, 19 55

J. W. Smart

Superintendent

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

Two witnesses to signatures: GLACIER PARK COMPANY

1/24/55 James H. Hanning James H. Hanning

Address 216-6-1111 St. Paul, Minn. Address 216-6-1111 St. Paul, Minn.

Address 1100 Marshall St. St. Paul, Minn. Address 1100 Marshall St. St. Paul, Minn.

APPROVED: Regional Director, Region 1, National Park Service.

1/24/55 J. W. Smart

Date 1-27-55

*Sign name or names as written in body of permit; for copartnership, permittee 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 Lands Division, Washington)

SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall exercise this privilege subject to the supervision of the Superintendent and shall comply with the regulations of the Secretary of the Interior governing the area.
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. The United States reserves the right 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.
4. 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.
5. Permittee shall dispose of brush and other refuse as required by the Superintendent.
6. Permittee shall pay the United States for any damage resulting from this use.
7. 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 area.
8. No timber may be cut or destroyed without first obtaining permit therefor from the Director, National Park Service, in writing.
9. This permit may not be transferred or assigned without the consent of the Director, National Park Service in writing.
10. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.
11. 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 general benefit of such corporation.
12. All uranium, thorium, and all other material determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this permit are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby.
13. Permittee shall take adequate measures, as directed and approved by the Superintendent, to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
14. Upon 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.
15. The term "Director, National Park Service" as used herein shall include the appropriate Regional Director, National Park Service as the representative of the Director.
16. It is the intent of this permit to authorize the continued furnishing of water to those private land owners who had received this privilege prior to the acquisition of the hotel property by the Government. This permit does not authorize the extension of this facility to new or additional connections.
17. This permit shall, unless specifically revised, be effective for the period of existing Contract 14-10-214-345, authorizing the operation of a hotel business, or any extension or renewal thereof.

Water furnished by the Glacier Park Hotel Company to privately owned cottages at Lake McDonald is charged for at the rate of \$10.00 per cottage for a season.

Water furnished for periods of less than ten weeks is billed at the rate of \$1.00 per week.

The necessary collections are made at the Lake McDonald Hotel.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
10-114
(October 1952)
(Revised)

SPECIAL USE PERMIT

NATIONAL PARK SERVICE
Glacier National Park

No. 14-10-214-47

Year, 1953-54
Previous Permit

No. _____

F. O. Stuart, of **West Glacier, Montana**, is hereby authorized during the period from **July 1**, 19**53**, to **June 30**, 19**54**, to use the following-described land in the above-named area: Such land in South 1/2 of SE 1/4 and SE 1/4 of SW 1/4, Section 14, T. 33 N., R. 18 W., NPM., extending from point of diversion from Sawmill Spring in SE 1/4, Section 14; 800 feet, more or less, in a general westerly direction to the SE corner of Lot 1-F, situated on the shore of Lake McDonald in the SE 1/4 of the SW 1/4 of Section 14, T. 33 N., R. 18 W., NPM.; as such lots and block are on record in the office of the County Recorder of Flathead County, Montana, as shown on the attached drawing dated June 10, 1950, which is identified as page 3 of this permit.

for the purpose of **installing, maintaining and operating a domestic water supply system for use on Lots 1A, 1AB, 1AC, 1AD, 1AE, 1AF, 1B, 1C, 1D, 1E, 1F, above described, as shown on page 3 hereof.**

and on pages 2 and 3 hereof subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of **Nineteen and 00/100** dollars (\$**19.00**), in advance, as follows:

payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States, Helena, Montana.

Signed at **West Glacier, Montana**, this **10** day of **February**, 19**53**.
(Sgd) **J. W. Emmert**
Superintendent

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

Two witnesses to signatures:
(Sgd) **Laura M. Stuart** * **F. O. Stuart**

Address **Conrad, Montana** Address **West Glacier**

(Sgd) **Lloyd W. Baker** Montana

Address **Conrad, Montana** Address _____

APPROVED: Regional Director, Region **Two**, National Park Service.

(Sgd) **Howard W. Baker**

Date **March 25, 1953**

*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 Permittee)

16-35003-3

SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall exercise this privilege subject to the supervision of the Superintendent and shall comply with the regulations of the Secretary of the Interior governing the area.
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. The United States reserves the right 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.
4. 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.
5. Permittee shall dispose of brush and other refuse as required by the Superintendent.
6. Permittee shall pay the United States for any damage resulting from this use.
7. 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 area.
8. No timber may be cut or destroyed without first obtaining permit therefor from the Director, National Park Service, in writing.
9. This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.
10. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.
11. 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 general benefit of such corporation.
12. All uranium, thorium, and all other material determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this permit are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby.
13. Permittee shall take adequate measures, as directed and approved by the Superintendent, to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
14. Upon 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.
15. The term "Director, National Park Service" as used herein shall include the appropriate Regional Director, National Park Service as the representative of the Director.

U. S. GOVERNMENT PRINTING OFFICE 16-35008-2

In the event that, prior to the expiration of the reasonable removal time, the Permittee wishes to sell any structure or facilities which have been authorized to be erected under this permit, the Permittee agrees to give the Government prior opportunity to purchase same if the Government so desires.

(Continued)

Page 2 of 2 pages

SPECIAL USE PERMIT

No. 14-10-214 47

SPECIAL CONDITIONS OF THIS PERMIT (Continued) F. O. Stuart

15. The United States of America will perfect its own water rights in compliance with the state water laws. The use of such water by the Permittee is limited to .075 cu.ft. per second or to such amounts of water of said Sawmill Spring as is not now, nor may not later, be needed and used by the United States of America and its concessioners for the benefit of the general public.

16. Permittee agrees to permit other owners of land in said vicinity to share his pipe line when practicable, and to increase the capacity thereof, to keep the total number of independent diversions from the spring to a minimum, but not such laterals shall be constructed without the prior approval of plans by the Director of the National Park Service, and Permittee shall pay an additional One Dollar (\$1.00) per year to the United States of America for such lateral.

17. Permittee shall provide all data, including maps, necessary for the preparation of the water right application or notice of appropriation, or that he shall actually prepare and file such instruments in accordance with instructions to be provided by the Superintendent, Glacier National Park.

18. Permittee agrees to pay all fees and other costs incidental to perfection of said right (unless the United States of America has sufficient ultimate need for all or part of the right to justify assumption of costs.)

19. This permit shall be automatically renewed from year to year upon payment of the annual permit fee and upon the terms and conditions herein specified; provided, however, that no automatic renewal shall extend beyond the 30th day of June 1958.

100-321

REVOCABLE SPECIAL USE PERMIT
TIME NATIONAL PARK SERVICE
GLACIER NATIONAL PARK

Year, 19 52

MRS. CORNELIA T. CLACK of **HAYNE, MONTANA** is hereby authorized

during the period from JANUARY 1 to DECEMBER 31, next, to

to use the following described land in the above-named area: **SUCH LAND ON JACKSON CREEK AS MAY BE REQUIRED FOR THE DIVERSION WORKS OF A DOMESTIC WATER SUPPLY SYSTEM; AND THE LAND TO BE OCCUPIED BY THE PIPE LINE OF SAID SYSTEM EXTENDING FROM SAID DIVERSION WORKS TO A POINT ON THE BOUNDARY OF LOT 1, BLOCK 17, OF THE GLACIER PARK VILLA SITE AS SAID LOT AND BLOCK ARE DESIGNATED ON THE PLOT OF SAID VILLA SITE ON FILE IN THE OFFICE OF THE COUNTY RECORDER, FLATHEAD COUNTY, MONTANA.**

for the purpose of **MAINTAINING AND OPERATING A DOMESTIC WATER SUPPLY SYSTEM FOR USE OF SAID LOT 1,**

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of **TWELVE AND 00/100** dollars (\$ **12.00**), in advance. ~~XXXXXX~~

to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States, **HELENA, MONTANA**

Signed at **PARK HQTRS., WEST GLACIER** this 22nd day of January, 1952
MONTANA
E. W. ENMERT
J. W. ENMERT
 Superintendent

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

Two witnesses to signatures:

Thos. J. Galt Address Hayne, Mont.
Thos. J. Galt Address Hayne, Mont.

APPROVED: Regional Director, Region Two, National Park Service.
(Sgt.) Howard W. Baker
 Date FEB 1 1952

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, those 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 Lands Division, Washington)

SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall exercise this privilege subject to the supervision of the Superintendent and shall comply with the regulations of the Secretary of the Interior governing the area.
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 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.
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 area.
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 may be terminated upon breach of any of the conditions herein 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: *Provided*, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the general benefit of such corporation.
11. All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration in deposits in the lands covered by this permit are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby.
12. Permittee shall take adequate measures, as directed and approved by the Superintendent, to arrest 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. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable 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 restoration of the site.

U. S. GOVERNMENT PRINTING OFFICE 16-35608-2

(CONTINUED)

**REVOCABLE SPECIAL USE PERMIT 1-14np-321 - CORNELIA T. CLACK
JANUARY 1, 1952 TO DECEMBER 31, 1952**

SPECIAL CONDITIONS OF THIS PERMIT (CONTINUED)

15. THE CLAIM OF THE PERMITTEE IS LIMITED TO THE RIGHT TO USE SUCH WATER OF SAID JACKSON CREEK AS IS NOW, NOR MAY NOT LATER, BE NEEDED AND USED BY THE UNITED STATES AND ITS CONCESSIONERS FOR THE BENEFIT OF THE GENERAL PUBLIC.

16. PERMITTEE AGREES TO PERMIT OTHER OWNERS OF LAND IN SAID VILLA SITES TO SHARE HER PIPE LINE WHEN PRACTICABLE, AND TO INCREASE THE CAPACITY THEREOF, TO KEEP THE TOTAL NUMBER OF INDEPENDENT DIVERSIONS FROM THE STREAM TO A MINIMUM, BUT NO SUCH LATERALS SHALL BE CONSTRUCTED WITHOUT THE PRIOR APPROVAL OF PLANS BY THE DIRECTOR, NATIONAL PARK SERVICE, AND PERMITTEE SHALL PAY AN ADDITIONAL \$1.00 PER YEAR TO THE UNITED STATES FOR SUCH LATERAL.

17. THIS PERMIT SHALL BE AUTOMATICALLY RENEWED FROM YEAR TO YEAR AT THE SAME RENTAL RATE AND UPON THE TERMS AND CONDITIONS HEREIN SPECIFIED; PROVIDED THAT NO AUTOMATIC RENEWAL SHALL EXTEND THE PERIOD BEYOND THE 31ST DAY OF DECEMBER 1956.

NUMBER OF LATERAL EXTENSIONS NOW ATTACHED TO PIPE LINE AS OF THE DATE OF THIS PERMIT:

TWO (2) - EDWARD NEITZLING, PERMIT NO.

1-14np-295

~~EDNA SEARS GRANN, PERMIT NO. 1-14np-320~~

SPECIAL USE PERMIT

James H. [illegible], of [illegible], is hereby authorized

during the term of one year from 1941 to 1942, to use the following-described land in the above-named park: (1) THAT PORTION OF WATER WHICH WAS THEN OWNED BY MR. CORNELIUS J. CLARK BY THE UNITED STATES IN SPECIAL DELIVERY 1-100-10 AND AGREEMENTS HERETO, AS IS CONTAINED IN THE CHARTER AND THAT ALL CLAIMS FOR AND USE OF SAID WATER IS SUBJECT TO THE REASONABLE NEEDS OF THE UNITED STATES TO WATER FROM THE SAME SOURCE. (2) THAT PORTION OF LAND IN LOT 2 BLOCK 17, GARDEN PARK, VILLAS RETOS, S.W. 1/4 SEC. 16, T. 25N. R. 10E. WHICH LAND IS THE PROPERTY OF THE UNITED STATES THROUGH WHICH LAND THE FEDERATION MAY CONSTRUCT AND MAINTAIN A ONE (1") DIAPHRAGM LINE FOR THE DELIVERY OF SAID WATER. THE PROPOSED EXTENSION IS AS SHOWN ON THE ATTACHED DRAWING.

for the purpose of ~~protecting the~~ ~~and~~ ~~the~~ ~~public~~ ~~interests~~

subject to the condition of the receipt of a sum paid to the payment to the Government of the United States

of the sum of ~~one~~ dollars (\$ ~~1.00~~), in advance ~~for the following:~~

through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasury, United States.

Received of _____ the sum of _____ Dollars on _____ day of _____ 1944

Superior Agent

Edward W. Nestle

764 A. D. M.

Religious Trust

APPENDIX

National Defense Service.

[In quintuple]

*Sign name or names of all persons authorized to execute contract. If corporation, officer's signature must be attested by the secretary, with corporate seal, if there is one.

* 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.

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.

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.

[illegible][illegible]
$$L_{\text{max}} = 2.5 \log \frac{P_{\text{max}}}{P_{\text{min}}}$$

REVOCABLE SPECIAL USE PERMIT

Year, 1952

Tribal Chief, Kalispell, Montana

Edward H. Maitling, of Kalispell, Montana, is hereby authorized to use the following described land in the above-named area: (1) This confirms the agreement between Edward Maitling and Cornelia T. Clark by which agreement capacity of pipe line and water rights for water flowing in said pipe line are granted the permittee; this being one of the conditions which form a part of special use permit No. 1-144p-264 and amendments thereto granted Cornelia T. Clark by the U. S. Government. (2) That portion of land in Lot 2 Block 17, Glacier Park Villa Sites, S. E. 1/4, Sec. 23, T. 33 N., R. 18 W., which land is the property of the United States through which land the permittee may maintain a one-inch (1") diversion line for the delivery of said water. The proposed extension is as shown on the drawing attached to special use permit No. 1-144p-133, dated July 1, 1946. for the purpose of

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

of the sum of _____ and _____ dollars (\$ _____), in advance, as follows:

_____ payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at _____ this 24 day of June, 1952
J. W. Emmert
 J. W. Emmert
 Superintendent.

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

Two witnesses to signatures:

Burl E. Storey
 Address: Kalispell, Montana
 Carl H. Smithson
 Address: Kalispell, Montana
 APPROVED: _____ Acting Regional Director, Region Two National Park Service.

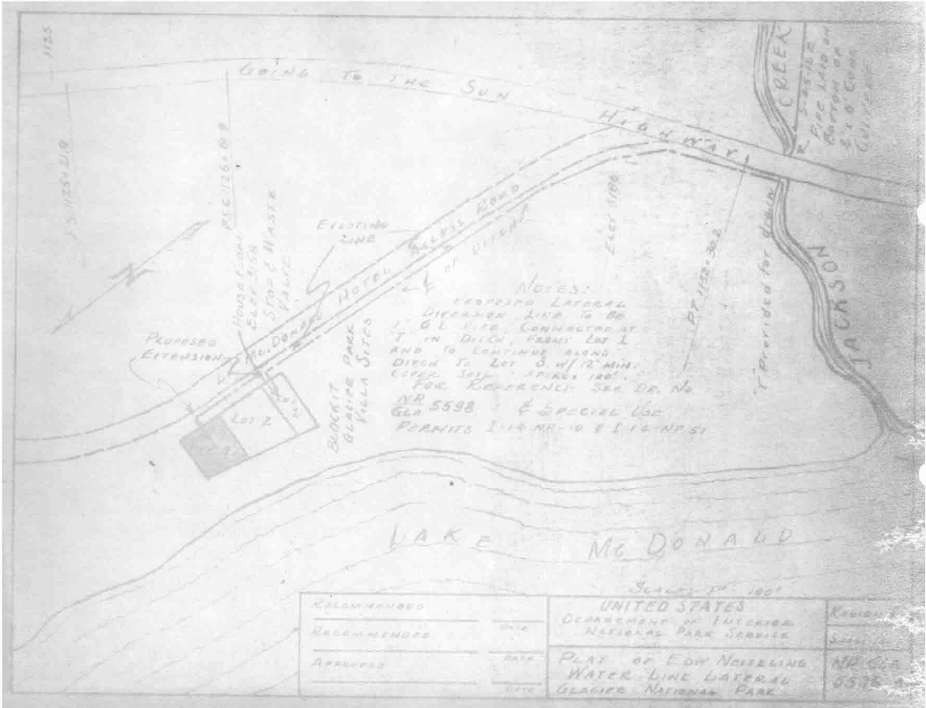
/s/ James V. Lloyd

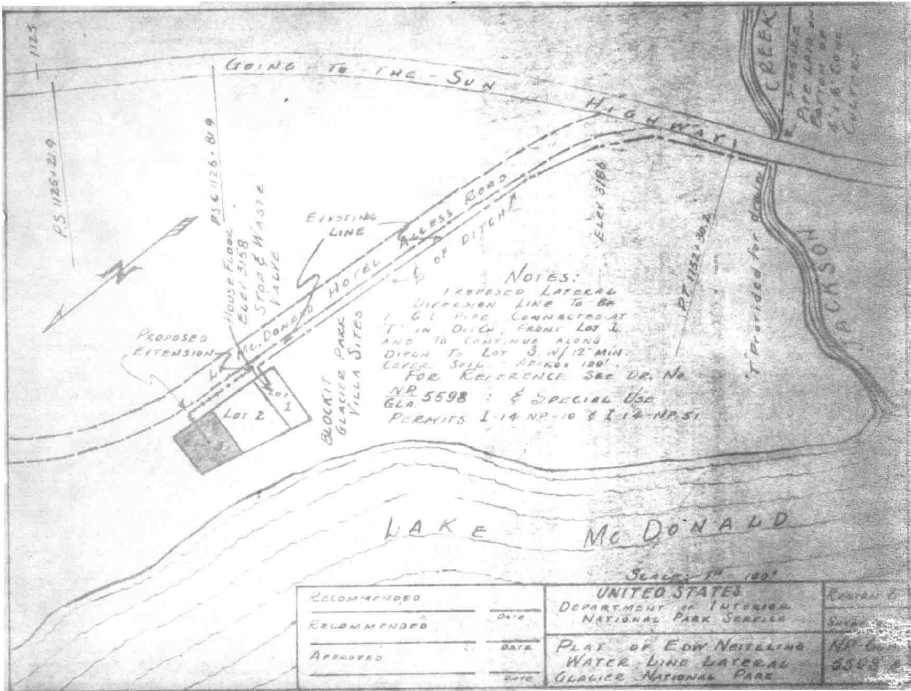
Date July 24, 1952

*Sign name or names as written in body of permit. For corporate radio 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.

(This copy for Washington Office files)

10-358-2





UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SPECIAL USE PERMIT

Mr. Conrad T. Clark of Helena, Montana is hereby authorized during the term of one year from January 1, 1949 to December 31, 1949 to use the following-described land in the above-named park: **That land on Jackson Lake as may be required for the diversion works of a domestic water supply system, and the land to be occupied by the pipe line of said system, extending from said diversion works to a point on the boundary of Lot 1, Block 17, of the Glacier Park Villa Sites as said lot and block are designated on the plot of said villa sites on file in the office of the County Recorder, Flathead County, Montana.**

for the purpose of **MAINTAINING AND OPERATING A DOMESTIC WATER SUPPLY SYSTEM FOR USE ON SAID LOT 1,**

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of **Eleven** dollars (\$ **11.00**), in advance. **11.00/11.00**

payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States **Helena, Montana**

Signed at **Helena, Montana** this **One** day of **February**, 19 **49**

George W. Miller
George W. Miller, Actg. 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

The witnesses to signature:

Address _____ Address _____

Address *10 Williams* Address _____

Address *70 S. 2nd Ave. Laurel, Mont.* Address _____

APPROVED: **MAY 19 1949**
ROBERT STANLEY G. JOSEPH
Associate Director, National Park Service. [In duplicate]

NOTE: Name of name as written in body of permit. For copywriting, permittees should sign as "Members of permit" for all copies. Where authority to execute certificate is, should sign, with title, the sufficiency of such signature being attested by the Secretary with a copy of the certificate of witness.

SPECIAL CONDITIONS OF THE 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 therefrom.

11. PERMITTEE SHALL PERFECT HER OWN WATER RIGHTS IN COMPLIANCE WITH THE STATE WATER LAWS, BUT ANY NOTICE OF APPROPRIATION TO BE FILED OR PUBLISHED SHALL HAVE THE PRIOR APPROVAL OF THE DIRECTOR OF THE NATIONAL PARK SERVICE, AND SHALL INCLUDE THE FOLLOWING STATEMENT: "THIS CLAIM IS LIMITED TO THE RIGHT TO USE SUCH WATER OF SAID JACOBSON CREEK AS IS NOW NOW, AND MAY NOT LATER, BE USED FOR ANY OTHER PURPOSE BY THE UNITED STATES AND ITS COMMISSIONERS FOR THE BENEFIT OF THE GENERAL PUBLIC."

12. PERMITTEE AGREES TO PERMIT OTHER CLAIMS OF LAND IN THIS AREA TO BE MADE AND TO BE MADE WITH MINIMUM PRACTICABLE, AND TO MAINTAIN THE EXISTING TRAIL, TO KEEP THE TOTAL NUMBER OF TRAILPOINTS DIVERGENCE FROM THE TRAIL AT A MINIMUM, BUT NO SUCH TRAILPOINTS SHALL BE CONSTRUCTED WITHOUT THE PRIOR APPROVAL OF AGENCY OF THE DIRECTOR OF THE NATIONAL PARK SERVICE, AND PERMITTEE SHALL PAY AN ADDITIONAL FEE FOR EACH TRAIL TO THE UNITED STATES FOR EACH TRAIL.

13. THERE ARE BELIEVED TO THE LATTER STATEMENT AND AGREES, THEREIN, TO (CONTINUED NEXT PAGE)

(SPECIAL CONDITION #13 CONTINUED)

14. ANY STRUCTURES OR FACILITIES WHICH MAY BE AUTHORIZED TO BE ERECTED UNDER THIS PERMIT SHALL BE REMOVED AND THE AREA OR AREAS RESTORED BY THE PERMITTEE IN A MANNER SATISFACTORY TO THE SUPERINTENDENT WITHIN 90 DAYS AFTER THE TERMINATION OF THE PERMIT. ANY STRUCTURES OR FACILITIES NOT REMOVED WITHIN THE SAID 90 DAY PERIOD SHALL BECOME THE PROPERTY OF THE UNITED STATES. IN THE EVENT THAT, PRIOR TO THE 90 DAY EXPIRATION PERIOD THE PERMITTEE WISHES TO SELL ANY STRUCTURES OR FACILITIES WHICH HAVE BEEN AUTHORIZED TO BE ERECTED UNDER THIS PERMIT, THE PERMITTEE AGREE TO GIVE THE GOVERNMENT PRIOR OPPORTUNITY TO PURCHASE SAME IF IT SO DESIRES.

15. THE PERMITTEE SHALL TAKE ADEQUATE MEASURES AS DIRECTED AND REQUIRED BY THE PERMITTEES, TO ADDRESS AND PREVENT SOIL EROSION ON THE FOREVER WETLANDS AND SHALL SO MAINTAIN SUCH LANDS AS NOT TO COME IN VIOLATION OF THE NATIONAL CLEAN WATER ACT.

林姓 女 7岁 汉族 广东人 现居上海 就读于上海市某小学 父母均为大学教授

$$f(x) = \frac{1}{x} \left(1 - \frac{1}{x} \right) = \frac{x-1}{x^2} \quad \text{for } x \neq 0, \quad f(0) = 0, \quad \text{and } f(x) = \frac{1}{x} \left(1 - \frac{1}{x} \right) = \frac{x-1}{x^2} \quad \text{for } x \neq 0, \quad f(0) = 0,$$

THIS MEMORANDUM OF AGREEMENT entered into this 10th day of July 1949 by and between Mrs. Gernelia T. CLACK, party of the first part and Edward W. Neitzling, party of the second part ~~NO~~ WIT: Party of the first part grants to party of the second part right to connect onto the terminus of that certain pipeline built by the party of the first part under authority granted by the United States under special use Permit I-14NP-10 and subsequent renewals at a point in the rear of Building on Lot 1 Block 17, Glacier Park Villa Sites - Glacier National Park - for the purpose of extending said pipeline to the rear of building on Lot 4 Block 17, Glacier Park Villa Sites; pipeline so constructed to be used to convey water to said lot 4 Block 17 and said lot 4 Block 17 only.

Construction of said extension of pipeline to Lot 4 Block 17 is by authority granted by the United States under special use permit I-14 NP-138 to Edward W Neitzling under date of January 19, 1949.

Party of the First Part furthermore grants to party of the Second Part partial use of the capacity of her pipeline built under authority of special use Permit I-14NP-10, such partial use not to exceed .002 (Two Thousandths) cubic feet per second of time, legal measurement of the water capacity of said pipeline.

Party of the First Part furthermore grants to Party of the Second Part .002 (two Thousandths) cubic feet per second of time of the water of Jackson Creek, the same being a part of the .0098 (ninety eight ten thousandths) cubic feet per second of time legal measurement of the waters of Jackson Creek appropriated and claimed by the Party of the First Part under notice of appropriation of Water Right dated May 14, 1947 and filed on page 409 book 279, Flathead County Records, together with later amendments affecting said appropriation.

In consideration of the foregoing grants made by the Party of the First Part, the party of the Second Part will pay to the Party of the First Part the sum of \$25.00 (Twenty-five dollars per annum, due and payable in advance on May 15 of each Calendar year . Said \$25.00 (Twenty five dollars) being in consideration for benefits rendered to building and building site on Lot 4 Block 17 only.

Both Parties to this agreement agree to keep their respective sections of pipeline in proper maintenance reasonably free from leaks and in service condition at all times. Both Parties to this agreement agree to conform to conditions of and maintain in operating status their respective special use permits at all times.

THIS MEMORANDUM OF AGREEMENT made out for a period of One Year (1 Year) will, without change in condition, remain in full force and effect for a period of Three Years (3 Years) from above date by mutual agreement of both parties hereto. However, any changes, additions or extensions of grants herein conveyed will require a new memorandum of agreement and make void this agreement.

I. S. Stinson
Witness
Belton Montana
Address

G. J. Carr
Witness
Kalispell, Mont.
Address

Gernelia T. Clack
Party of First Part

ADDRESS
Belton 7 Mont

E. W. Neitzling
Party of Second Part
KALISPELL, MONT.
Address

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SPECIAL USE PERMIT

10-2113
RECEIVED
MAR 15 1946
REGION TWO
S.F.C.

10-2113
RECEIVED
MAR 15 1946
REGION TWO
S.F.C.

Mr. Norman F. Clark of _____ is hereby authorized during the term of one year from January 1 1946 to December 31 1946, to use the following described land in the above-named park:

Eight lots on Jackson Creek as may be required for the diversion works of a domestic water supply system and the land to be occupied by the pipe line of said system, extending from said diversion works to a point on the boundary of Lot 1, Block 17, of the Glacier Park Villa Sites as said lot and block are designated on the plat of said villa site on file in the office of the County Recorder, Flathead County, Montana.

for the purpose of constructing, maintaining, and operating a domestic water supply system for use on said Lot 1,

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Ten dollars (\$ 10.00), in advance, 10/15/1946

_____ payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Bellevue, Montana, this 7th day of May 1946

W. J. Bennett
Superintendent

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

Two witnesses to Signatures:

Alvin M. Alexander Address Glacier House, Park
Bellevue, Montana

Norman F. Clark Address Bellevue, Montana
Box 3

APPROVED: W. J. Bennett
Associate Director, National Park Service.

[In quintuple]

* If a 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.

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 slightly 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 mores 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 therefrom.
11. No construction shall be undertaken until a plan of said pipe line and related structures has been filed with, and approved by the Director of the National Park Service, showing location with tie to section or lot corner, and type of structures to be constructed.
12. Permittee shall perfect her own water rights in compliance with the state water laws, but any notice of appropriation to be filed or posted shall have the prior approval of the Director of the National Park Service, and shall include the following statement:

This claim is limited to the right to use such water of said Jackson Creek as is not now, nor may not later, be needed and used by the United States and its concessioners for the benefit of the general public.
13. All pipe shall be buried at least 12 inches.
14. The point of diversion shall be at least 80 feet downstream from the proposed diversion of the National Park Service, as shown on its drawing NP-GLA-5484, but sufficiently high on the stream to give a static pressure of at least 20 pounds in the pipe at the boundary of said Lot 1.
15. Permittee agrees to permit other owners of land in said villa sites to share her pipe line when practicable, and to increase the capacity thereof, to keep the total number of independent diversions from the stream at a minimum, but no such laterals shall be constructed without the prior approval of plans by the Director of the National Park Service, and permittee shall pay an additional \$1.00 per year to the United States for each such lateral.

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

SPECIAL USE PERMIT

Mr. William T. Clark

of

Nevada, Nevada

hereby authorized

during the term of one year from January 1 1949 to December 31 1949 to use the following-described land in the above-named park:

That land on Jackson Canyon as may be described by the subdivision map of a subdivided water supply system and the same to be occupied by the pipe line of said system, extending from said subdivision map to a point on the boundary of Lot 1, Block 17, of the Chapter Park Villa Site as said lot and block are depicted on the plat of said villa site on file in the office of the County Recorder, Plavine County, Nevada.

for the purpose of **maintaining and operating a domestic water supply system for use on said lot 1,**

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

of the sum of eleven dollars (\$ 11.00), 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 States RECEIVED, PAYMENT

Signed at Las Vegas, Nevada this 20 day of February, 1949

Raymond W. Miller
Raymond W. Miller, Acting Superintendent.

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

Two witnesses to signatures:

Address

10 Williams

Address

Address

711 - S. 2nd St., Las Vegas, Nev.

Address

APPROVED:

MAY 11 1949

Acting

REGIONAL DIRECTOR

Assistant Director, National Park Service.

[In quintuple]

*Sign name or names as written to each of permits for corporate or partnership should be "Attorneys of firm"; for corporation, the officer authorized to execute contracts, with title, the sufficiency of such authority being attested by the secretary, with corporate seal, in lieu of witnesses.

16-3000-1

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 entitled to any part of this permit, or derive, either directly or indirectly, any pecuniary benefit to arise therefrom.

11. 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. The permittee shall also be subject to the regulations of the National Park Service, and shall be liable for any damage to the park or its resources. The permittee shall also be liable for any damage to the park or its resources. The permittee shall also be liable for any damage to the park or its resources.

12. 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. The permittee shall also be subject to the regulations of the National Park Service, and shall be liable for any damage to the park or its resources. The permittee shall also be liable for any damage to the park or its resources. The permittee shall also be liable for any damage to the park or its resources.

13. There are hereby granted to the United States the right, power, and authority, as

(Continued on next page)

I-14np-152

SPECIAL USE PERMIT - MRS. CORNELIA T. CLACK - JAN 1/DEC 31, 1949

(SPECIAL CONDITION #13 CONTINUED)

OTHER MATERIALS WHICH ARE OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, TOGETHER WITH THE RIGHT THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE AND REMOVE THE SAME.

14. ANY STRUCTURES OR FACILITIES WHICH MAY BE AUTHORIZED TO BE ERECTED UNDER THIS PERMIT SHALL BE REMOVED AND THE AREA OR AREAS RESTORED BY THE PERMITTEE IN A MANNER SATISFACTORY TO THE SUPERINTENDENT WITHIN 90 DAYS AFTER THE TERMINATION OF THE PERMIT. ANY STRUCTURES OR FACILITIES NOT REMOVED WITHIN THE SAID 90 DAY PERIOD SHALL BECOME THE PROPERTY OF THE UNITED STATES. IN THE EVENT THAT, PRIOR TO THE 90 DAY EXPIRATION PERIOD, THE PERMITTEE WISHES TO SELL ANY STRUCTURES OR FACILITIES WHICH HAVE BEEN AUTHORIZED TO BE ERECTED UNDER THIS PERMIT, THE PERMITTEE AGREES TO GIVE THE GOVERNMENT PRIOR OPPORTUNITY TO PURCHASE SAME IF IT SO DESIRES.

15. THE PERMITTEE SHALL TAKE ADEQUATE MEASURES AS DIRECTED AND APPROVED BY THE SUPERINTENDENT, TO ARREST AND PREVENT SOIL EROSION ON THE LANDS COVERED HEREBY AND SHALL SO UTILIZE SUCH LANDS AS NOT TO CONTRIBUTE TO EROSION ON ADJOINING LANDS.

**NUMBER OF LATERAL EXTENSIONS NOW ATTACHED TO PIPE LINE
AS OF THE DATE OF THIS PERMIT:**

(ONE (1) - EDWARD HETZELING, PERMIT #1-14np-153

THIS MEMORANDUM OF AGREEMENT entered into this 1st day of July 1949 by and between Mrs. Cornelia T. Clack, party of the first part and Edward W. Neitzling, party of the second part TO WIT: Party of the first part grants to party of the second part right to connect onto the terminus of that certain pipeline built by the party of the first part under authority granted by the United States under special use Permit I-14NP-10 and subsequent renewals at a point in the rear of Building on Lot 1 Block 17, Glacier Park Villa Sites - Glacier National Park - for the purpose of extending such pipeline to the rear of building on Lot 4 Block 17, Glacier Park Villa Sites; pipeline so constructed to be used to convey water to said lot 4 Block 17 and said lot 4 Block 17 only.

Construction of said extension of pipeline to Lot 4 Block 17 is by authority granted by the United States under special use permit I-14 NP-133 to Edward W Neitzling under date of January 19, 1949.

Party of the First Part furthermore grants to party of the Second Part partial use of the capacity of her pipeline built under authority of special use Permit I-14NP-10, such partial use not to exceed .002 (Two Thousandths) cubic feet per second of time, legal measurement of the water capacity of said pipeline.

Party of the First Part furthermore grants to Party of the Second Part. .002 (two Thousandths) cubic feet per second of time of the water of Jackson Creek, the same being a part of the .0098 (ninety eight ten thousandths) cubic feet per second of time legal measurement of the waters of Jackson Creek appropriated and claimed by the Party of the First Part under notice of appropriation of Water Right dated May 14, 1947 and filed on page 409 book 279, Flathead County Records, together with later amendments affecting said appropriation.

In consideration of the foregoing grants made by the Party of the First Part, the party of the Second Part will pay to the Party of the First Part the sum of \$25.00 (Twenty-five dollars per annum, due and payable in advance on May 15 of each Calendar year . Said \$25.00 (Twenty five dollars) being in consideration for benefits rendered to building and building site on Lot 4 Block 17 only.

Both Parties to this agreement agree to keep their respective sections of pipeline in proper maintenance reasonably free from leaks and in service condition at all times. Both Parties to this agreement agree to conform to conditions of and maintain in operating status their respective special use permits at all times.

THIS MEMORANDUM OF AGREEMENT made out for a period of One Year (1 Year) will, without change in condition, remain in full force and effect for a period of Three Years (3 Years) from above date by mutual agreement of both parties hereto. However, any changes, additions or extensions of grants herein conveyed will require a new memorandum of agreement and make void this agreement.

I. S. Atkinson
Witness
Belton Montana
Address

C. J. Carr
Witness
Kalispell Mont.
Address

Cornelia T. Clack
Party of First Part
ADDRESS
Belton Mont

E. W. Neitzling
Party of Second Part
KALISPELL, MONT.
Address

10-116
(September 1937)

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Glacier National Park
(Park of monument)

No. **1-4p-1808**YEAR, 19 **41**By
H. A. Lybby

MISCELLANEOUS SERVICE PERMIT

Glacier Park Hotel Company
(Name of permittee)

of **Glacier Park, Montana**
(Address of permittee)

is hereby authorized ~~to operate a hotel~~ from **January 1**, 19 **41**,
~~until revoked~~, ~~to~~ to carry on, in the above-named national park the business of
furnishing water to certain private land owners, as limited by Paragraph 12 on the
reverse hereof

and to maintain and operate or use in connection therewith
such connections and facilities as provided for securing water for its own uses
(Give description of buildings or other structures and statement of equipment to be used)
under Contract 1-1p-1101, May 26, 1932

~~and to operate a hotel in the immediate vicinity of the Lake McDonald Hotel;~~

subject to the conditions on the reverse hereof and to the payment to the Government of the United States
of ~~10% of amounts collected for such service~~ dollars (\$.....) ~~in advance~~
~~payment to be in one sum at the close of the travel season;~~
payment to be made through the superintendent of the park by ~~check~~ ~~draft~~ payable to the ~~Treasurer of the United States~~

Signed at **Park Headquarters**, this **14th** day of **July**, 19 **41**

(SGD) **D. S. Lybby**
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:

Signatures:

(Sgt.) **E. C. Gault**(Sgt.) **A. A. Assumum, Manager**Address **Glacier Park, Montana**Address **Glacier Park, Montana**

Address

Address

APPROVED:

AUG 7 1941

ROBERT J. JOHNSON
Associate Director, National Park Service

Note.—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. Miscellaneous Service Permits will be prepared with an original and 6 copies. All copies will be forwarded to the National Park Service, Branch of Land, Acquisition and Reclamation. After approval by the Associate Director, the original will go to the General Accounting Office, the first and sixth copies to the Branch of Operations (Park Operations Division); the second copy to the Superintendent; the third copy to the Superintendent for delivery to the permittee; the fourth copy to be retained by the Branch of Land, Acquisition and Reclamation and the fifth copy for the National Park Service files.

9-5278

SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall conduct his business under the supervision of the superintendent of the park and subject to control, as to methods, equipment, personnel, and every other particular, by the Director, National Park Service, and will strictly observe the acts of Congress relating to the park and the rules and regulations for its government now in force or hereafter promulgated by competent authority. Willful violation of, or failure to comply with the terms hereof or the provisions of any such acts or rules and regulations or any proper order of the superintendent of the park shall be cause for revocation of the permit by the Director, National Park Service, who shall be the judge of what constitutes such violation, but the superintendent may suspend the permit pending action by said director in the premises.
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 sanitary, safe, and sightly condition.
4. Permittee will be permitted to graze upon park lands such stock, if any, as may be authorized in connection with this privilege, but only upon such area and under such restrictions as may be prescribed by the superintendent of the park. Animals necessary for supplying meat, milk, or other animal products to the guests of permittee's hotel or camp may also be grazed under like conditions.
5. Permittee will submit to the Director, National Park Service, on or before December 31, a financial statement and report of his operations in the park in such form as may be prescribed by the said director, and will furnish such other information and reports as may be called for from time to time by said director, who shall have the right at all times to verify such information or reports from the books, correspondence, memoranda, or other records of permittee.
6. All rates or charges collected for service under this permit must be first approved by the Director, National Park Service, who shall have the right to readjust such rates or charges and also to amend this permit in such particulars as in his judgment the circumstances appear to warrant.
7. This permit is not transferable.
8. Permittee and his employees shall take all reasonable precautions to prevent forest fires, and also shall assist in the extinguishing of 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.
9. Permittee may be required to make reasonable arrangements with the Director, National Park Service, for medical and surgical treatment of his employees when necessary.
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.
11. It is expressly understood and agreed that this permit may be revoked at any time in the discretion of the Director, National Park Service, and that no right of renewal is granted herein.
12. It is the intent of this permit to authorize the continued furnishing of water to those private land owners who had received this privilege prior to the acquisition of the hotel property by the Government. This permit does not authorize the extension of this facility to new or additional connections.
13. This permit shall, unless specifically revoked, be effective for the period of existing Contract 1-4p-1161, authorizing the operation of a hotel business, or any extension or renewal thereof.

6/27/55

memo composed for data on sperry, Cheloh
and prints sent to Supt for clarification
of Bear Trap Divide & data on sperry water system



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

In reply refer to:
13031 GLAC

July 17, 1950

Memorandum

To: Regional Director, Region Two
From: Associate Director
Subject: Water Use and Right-of-way, Lake McDonald Ranger Station Water System, Glacier National Park

From the information in your memorandum of December 22, 1949, and our other records, the following conditions exist in connection with the upper Lake McDonald Ranger Station Water System.

1. The water system was constructed as a CCC project during 1934 and 1935.
2. The spring had a flow of 3,230 g.p.d. on October 4, 1940, which suggests a probable maximum of about 5,000 g.p.d. or 0.009 second-foot.
3. The pipe capacity is about 9,000 g.p.d. or 0.014 second-foot.
4. In addition to providing water for the Ranger Station there are laterals serving private lands including that of ex-Senator Wheeler and the H. Earl Glack estate.
5. The main Federal pipe line crosses a corner of the Glack property, and no right-of-way was obtained at the time of construction.
6. The Glack property was patented subsequent to August 30, 1890, and therefore the act of that date reserving rights-of-way for canals and ditches seems to be applicable.
7. By memorandum of October 31, 1949, for you, Superintendent Emmert suggested that the small portion of the main pipe line on the Glack property could be moved when certain other maintenance and improvements are made in the water system.

We have checked the patent for the Glack property and find that the right-of-way reservation was included. Accordingly, unless you wish to move the pipe off of the Glack property for other reasons, we suggest that it be left where it is. If left on its present location, however, we suggest that the attached notice, with four carbon copies, be signed and dated by Mr. Emmert, and that the original be submitted to the landowner. The four carbon copies should be returned to this Office for inclusion in the water right assembly which is to be made. You will note that the notice provides for an attached map of the pipe line location across the tract in question, and this should be prepared in your office for all copies of the notice.

We are now practically ready to file a water claim with the County Recorder. However, there seems to be some conflicting information as to the bearings of the traverse of the pipe line as shown on the attached advance prints of drawing NP-GLA-6951, of which two copies are provided. The location with bearings from drawing NP-GLA-5499 places the area of use in Lots 2 and 3, while drawings 5499-A and 5120 place it in Lots 1 and 2. The latter fits the outline of the lake better, but does not seem to fit the lot subdivisions. Please return one print of the drawing 6951 with corrections or explanations.

We should also like to know whether to claim 0.014 second-foot or 0.01 second-foot. This depends on whether there is enough variation in flow to suggest that the full pipe capacity will be used at times.

This is also a good time to reconsider the use of the water by private landowners. The information suggests that the water supply is likely to be increasingly inadequate for the demands of the United States and permittees. Accordingly, we recommend that future special use permits should specify that water will be supplied only to the extent the supply is not needed by the United States. They should also specify that the United States claims all rights to the use of the spring and that no water rights shall accrue to the permittees. (We assume that the spring was not used by anyone until the Federal diversion was made in 1934 or 1935.

(Sgd) A. E. Demaray
Associate Director

In duplicate

Attachments 7

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Lake McDonald Ranger Station Water System for
Glacier National Park

RIGHT-OF-WAY NOTICE

(Date)

It is understood that you have an interest in the land described as _____, Section _____, T. _____, R. _____, M. _____. The United States has an interest in the said land, because the entry, which is the basis of your title, was made after October 2, 1888, and the land is accordingly subject to ditch or canal right-of-way reserved for the United States under the following provision of law:

"That in all patents for lands hereafter taken up under any of the land laws of the United States or on entries or claims validated by this act west of the one hundredth meridian, it shall be expressed that there is reserved from the lands in said patent described, a right of way thereon for ditches or canals constructed by the authority of the United States." (Act of Aug. 30, 1890, 26 Stat. 391.)

Under the act of August 25, 1916 (39 Stat. 535), and the other acts of Congress, the United States is spending appreciable sums of money to provide safe and adequate water supplies in the national parks and monuments, for the protection of the visiting public. Operations have reached the point where such work calls for the use of the right-of-way reserved to the United States across the land described above. The purpose of this letter is to notify you and any others interested in the land that the United States is utilizing its right-of-way across the land. The line was constructed upon the ground in 1934 and 1935, as shown on the attached map.

Very respectfully,

Superintendent
Glacier National Park

Form 10-174
(June 1962)UNIT. ES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FACE SHEET FOR COMPLETION REPORT

Park Glacier National Park		Region Midwest	Work Order No. R-55 GLAC
Location in Park Lake McDonald Lodge Area		State(s) Montana	Fund Symbol 14x1035
☐ Contract and/or ☒ Day Labor		County or Counties Flathead	Year Programmed 1963
		Master Plan No. -	PCP No. U-191
Work Order Title Construct Water and Sewer Connection for Service Station		Master Plan Corrected By -	As Built Drawings By -
		Date Started December 1962	Date Completed December 1962 ✓
DESCRIPTION OF FIXED ASSETS (For completion by employee in charge of project)		TOTAL COSTS (For completion by FFO)	
100.8 Utilities		\$ 370.00	
1. Water Systems		520.80	
2. Sewer Systems			
TOTAL		\$ 890.80	

DISTRIBUTION		THE FIXED ASSET DESCRIBED ABOVE HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AND AUTHORIZED CHANGES		
No.	To	Submitted By	Title	Date
1	WASO	Max E. Sulgar	Chief Park Engineer	2/5/64
1	WDC			
1	Midwest Region	Harrison J. Dix	Superintendent	2-6-64
1	Engineers			
1	FFO			
COSTS VERIFIED				
BY		George A. Grogg	Accounting Officer	2-7-64

11340

NARRATIVE REPORT

For the construction of water and sewer connections for the new service station erected by Glacier Park, Inc., in the Lake McDonald Lodge Area, Glacier National Park.

Plans and specifications were prepared by Glacier Park, Inc. Project supervision and inspection were by the Park Engineer.

This day labor project was performed under contract with E. F. Matelich Construction Company, Kalispell, Montana, that held the general contract for the concessioner-owned service station. The project was started and completed in December 1962.

Work accomplished under the contract included 148 linear feet 3/4-inch copper water line and 221 linear feet 4-inch vitrified clay sewer pipe in place.

A complete and useable facility was constructed.

Maps and Miscellaneous Information

Number of Documents in Docket	71		
Documents Dated from	9/28/1909	to	2/15/1964
Docket Compiled:	3/22/2011		