



WATER-RIGHT DOCKET

Grand Teton National Park

Docket No: 23

HARDEMAN DITCH. SOUTH FORK OF DITCH CREEK

Preliminary Docket Information

00-00-0000: water right record

WATER RIGHT RECORD

Docket Number 23

Alien WR Number

Water Use Map NP-GT 2174

Sheet Number 293

IDENTIFICATION NO: GRTE R 2 4 4 3 1 1 5 E F 2 3

DITCH/WATER SYSTEM: HARDEMAN DITCH

SOURCE OF SUPPLY: South Fork of Ditch Creek, Tributary of Ditch Creek,
Tributary of the Snake River

LOCATION:

Legal description and tie:
(Point of Diversion)

Headgate Location: S 58°, 50' W, 2525 feet, from NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 24, Township 43 North, Range 115 West.

WATER RIGHT:

Appropriator: Gerrit Hardeman

Certificate Record Number: 62-167

Permit Number: 20084

Date of priority: October 10, 1946

Quantity of Water: 4.27 c.f.s.

Purpose: Irrigation and Stock

Irrigate Land Description:

(T 43 N, R 115 W)

23.6 acres - NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25

16.8 acres - NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25

33.5 acres - SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25

30.1 acres - SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25

1.2 acres - SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25

19.4 acres - NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25

0.5 acres - NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25

10.4 acres - SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25

29.5 acres - SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25

32.4 acres - NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25

40 acres - NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25

29 acres - SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25

32.6 acres - SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25

299. acres - Total

SUMMARY OF STATUS:

Above land was conveyed to the National Park Service by Gerrit and
Alta Hardeman by National Park Service Deed Number 15, dated December 15, 1955.

Land History



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

IN REPLY REFER TO:
11425-L

OCT 12 1956

REG. DIRECTOR
ASST. REG. DIRECTOR
CHIEF OF BUREAU
CHIEF DIV. OF OPERATIONS
CHIEF DIV. OF INTER.
CHIEF REC. MGMT. PLANNING
FIELD SOLICITOR
ACTION TAKEN
FILE

To: Regional Director, Region Two

From: Assistant Chief of Lands

Subject: Completion of NPS-L-1 Form Covering Acquisition from
Gerrit Hardeman and Alta Lamar Hardeman, his Wife, of
Tract No. 26, Comprising 640.00 Acres of Land and Im-
provements thereon, together with Water Rights, Grand
Teton National Park

The attached two copies of the Attorney General's final title opinion of June 20, 1956, show that a valid title to the property referred to above vests in the United States subject to certain easements and reservations and the right of the grantors to occupy the premises for a period of 10 years from the date of the said opinion. The terminal date of this continued occupancy with the right to use the property for ranching and farm purposes is June 20, 1966.

The deed of conveyance was accepted by the Assistant Director, on behalf of the United States, as of June 20, 1956. The deed and other papers relating to this acquisition of land have been placed among the National Park Service land records and have been designated as Grand Teton National Park Deed No. 15.

There are attached three copies of form NPS-L-1 covering this property. Please have entered upon the form the physical characteristics, the improvements on the land at the time of acquisition, and any existing reservations, easements, or rights not presently shown, and return the original of the form to this Office.

James M. Siler
James M. Siler
Assistant Chief of Lands

In duplicate

Attachments 5

By.....	Date.....
---------	-----------

REC'D IN GEN. FILES OCT 24 1956

Contract No. 14-10-0100-583

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

OFFER TO SELL REAL ESTATE
TO
THE UNITED STATES GOVERNMENT

WE, THE UNDERSIGNED, hereinafter known as the vendors, in consideration of the examination and appraisal of the land hereinbelow described by the United States and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree for himself, herself, or themselves, or heirs, administrators, executors and assigns, as follows:

(1) That at any time within three (3) months from the date of this instrument, if requested so to do by an authorized representative of the United States, the said vendors will sell, and at his, her or their own expense, convey, free of all encumbrances whatsoever, to the United States or its nominee, by proper deed of conveyance with general warranty of title, under conditions hereinafter provided, all of that tract of land situated and lying in the County of Teton, State of Wyoming, containing 640 acres, more or less, and more particularly described as follows:

The East Half ($E\frac{1}{2}$) and the Southwest Quarter ($SW\frac{1}{4}$) and the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 25, and the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section 26, all in Township 43 North, Range 115 West, of the 6th P.M., Wyoming. Containing 640 acres, more or less.

Together with and including all improvements thereon, and all water and water rights, and all ditches and ditch rights and appurtenances belonging thereto or used in connection therewith.

The vendors, at their option, may reserve an estate for themselves in said lands, subject to the following conditions:

(a) Estate shall be limited to a period of ten (10) years beginning on the date on which an opinion is rendered in the United States Department of Justice, that valid title is vested in the United States.

(b) Said lands shall be used by the vendors during the ten-year estate solely for residential and farming purposes, and not otherwise, except upon written permission of the Director, National Park Service. Further

REC'D NOV 28 1955

in the event of sale, lease, assignment, attachment, levy of execution, or other attempt to alien said estate, such estate shall terminate at the option of the Purchaser, unless consent in writing therefor shall have been first obtained from the Director.

(c) The vendors shall, during their said ten-year estate, keep all structures and improvements in good repair, and shall not suffer or commit waste thereof, nor of said lands, nor shall they erect additional structures thereon, or substantially alter existing structures and improvements, except upon written permission of the Director.

(d) The vendors shall use ordinary care to prevent fires from originating upon the premises, and use their best efforts to have all such fires, and fires originating upon adjacent premises, extinguished, and to notify immediately the agent of the purchaser of the existence of such fires.

(e) During the ten-year term of their occupancy of the property, the vendors shall carry such insurance against losses by fire or other hazards as is customary and prudent among owners or lessees of similar property.

(f) The vendors hereby agree to use said lands in a manner not inconsistent with the policies governing the National Park Service and the applicable rules and regulations thereof.

(g) If at any time during the ten-year estate a conveyance of title in the adjoining Section 36, Township 43 North, Range 115 West, from the State of Wyoming to the United States is dependant upon, or would be facilitated by, the consent of the vendors as leaseholders of said land, the vendors do hereby agree that such consent shall be granted, provided: That the National Park Service, through the Superintendent of Grand Teton National Park shall, upon the vesting of title to the land in the United States, issue a permit under which the vendors may continue grazing and farming uses of the land, at the same fee last paid to the State, for a period ending with the expiration of the ten-year estate.

(2) That the price at which said land and appurtenances will be sold to the United States as hereinbefore provided, shall be \$100,000.

(3) That in case the vendors are unable to show and establish title to the above-described lands and appurtenances satisfactory to the United States Government, then, and in that event, the vendors agree that the United States may, in its discretion, institute condemnation proceedings for the acquisition of said lands, and that the price hereinabove set forth is hereby agreed to by the vendors as to the value of the land to be acquired under said condemnation proceedings.

(4) That, at the date of this instrument, the title to said lands is clear, free, and unencumbered, except _____

which said vendors agree to have released, and the vendors have the full right, power, and authority to convey to the United States an unencumbered fee simple title to the aforesaid lands.

(5) That, when requested by the proper representatives of the United States, at any time after the exercise of this option in the manner herein-after specified, the said vendors will promptly, at their own expense, furnish an abstract of title which shall later be extended to include any instrument subsequently required to be recorded by the United States in connection with the title to said lands to show unencumbered fee simple title or a title certificate, and will also record the deed of conveyance and/or other necessary papers made pursuant to this instrument; provided, that if said vendors fail to furnish a proper abstract of title, or title certificate, within sixty (60) days after such request, then the United States may procure same at the expense of said vendors, and deduct the cost thereof from the purchase price hereinabove set forth.

~~and~~ (6) That during the period covered by this instrument the said vendors do hereby grant to the officers and accredited agents and representatives of the United States, at all proper times, unrestricted right and privilege to survey or enter said lands for all proper and lawful purposes

in connection with the negotiations for the acquisition thereof.

(7) That when the United States of America acting through the Secretary of the Interior, or other authorized representative, shall have approved and signed this option for the purchase of the lands as herein provided, then, in that event, this instrument shall constitute a contract of bargain and sale between the parties hereto.

(8) No member of, or delegate to, Congress, or resident commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. Nothing in this paragraph, however, shall invalidate this contract if made with a corporation for its general benefit.

(9) That the vendors represent that they have not employed or retained any company, person, or persons to solicit or secure this contract, and agree to furnish information relating thereto, if so requested by the contracting officer.

In witness whereof we have set our hands and seals to these presents on this 26th day of August, 1955.

Signed, sealed, and delivered
in the presence of:
(2 witnesses to each signature)

/s/ Gerrit Hardeman (SEAL)

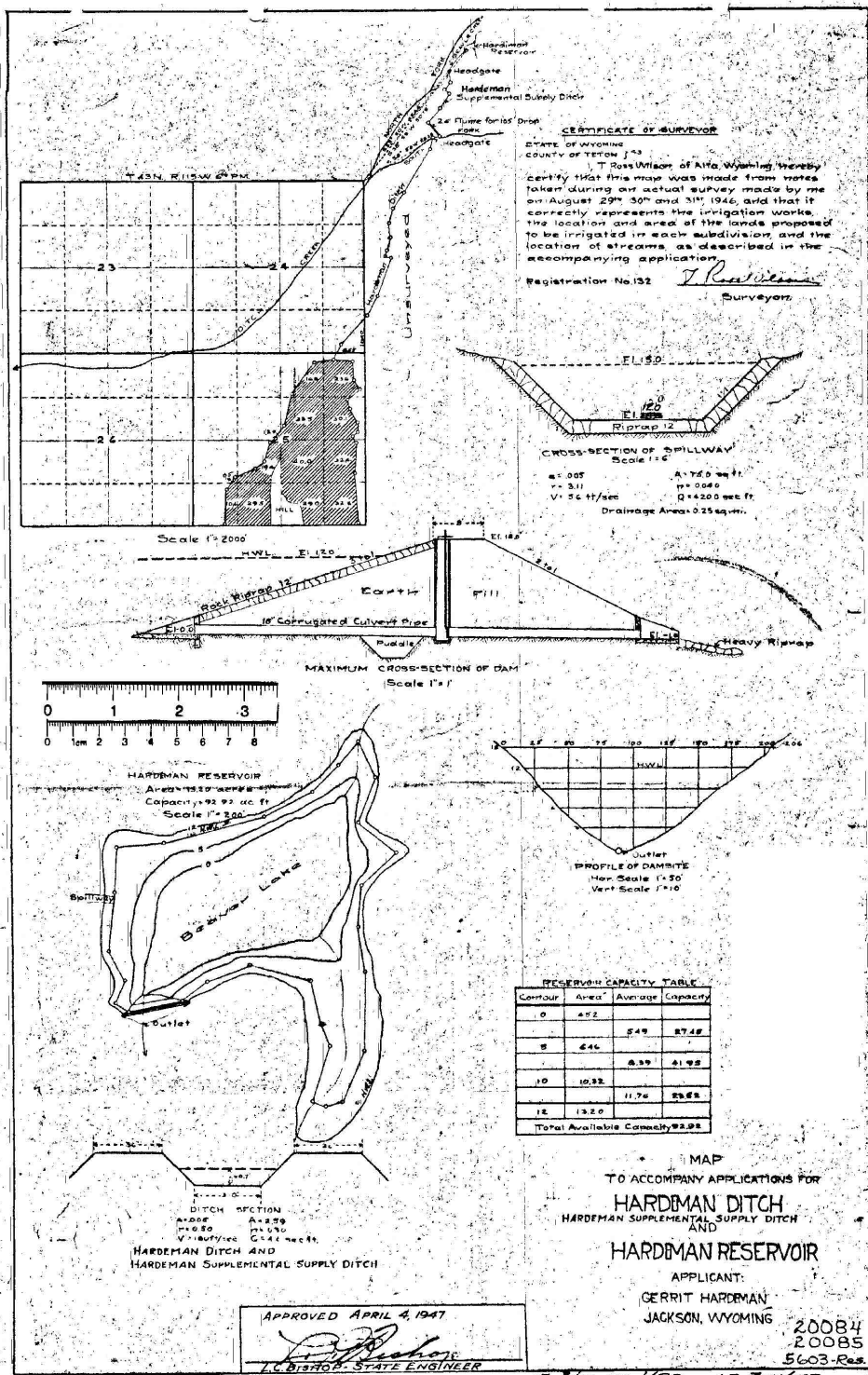
/s/ LeMar Hardeman (SEAL)

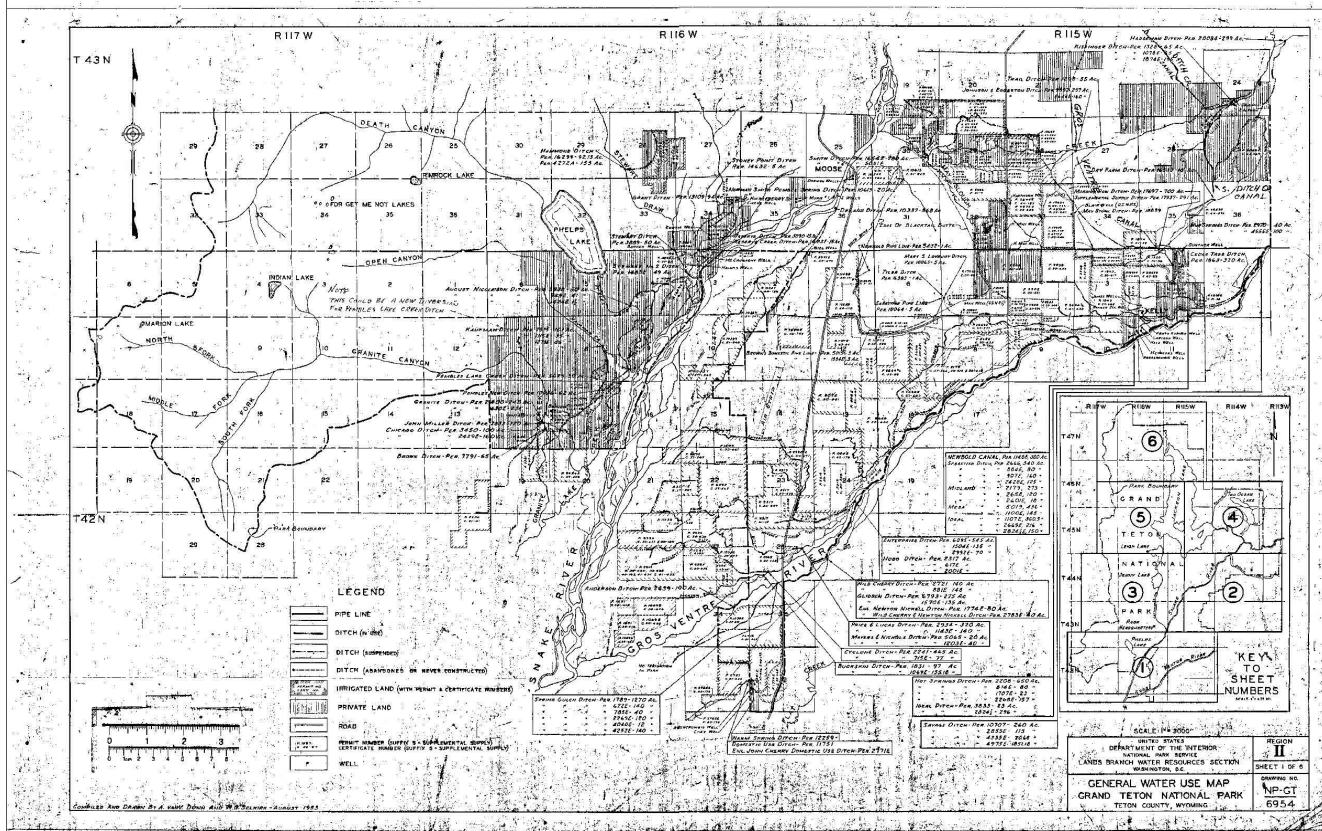
/s/ Frank R. Oberhansley

/s/ Weldon W. Gratton

Approved November 4, 1955
(Date)

/s/ Henry Langley
Acting Assistant Director of the
National Park Service





Docket Information

Number of Documents in Docket 9

Documents Dated from 4/4/1947 to 10/12/1956

Docket Compiled: 3/30/2011