WATER-RIGHT DOCKET

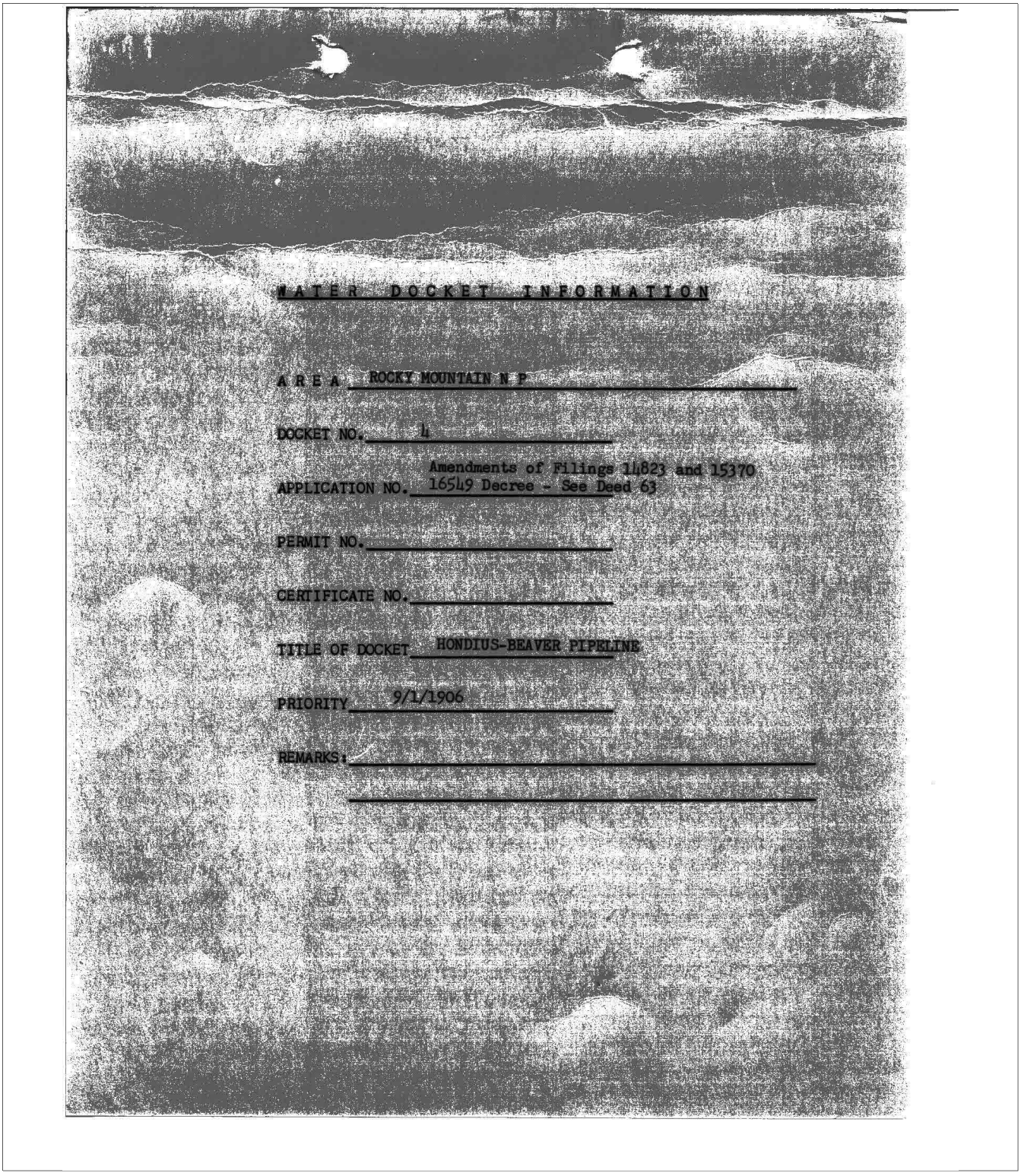
Rocky Mountain National Park

Docket No: 4

BEAVER CREEK, SPRINGS ON BANK

Preliminary Docket Information

09-01-1906: water docket information



WATER DOCKET INFORMATION

AREA ROCKY MOUNTAIN N P

DOCKET NO. 4

APPLICATION NO. Amendments of Filings 14823 and 15370 16549 Decree - See Deed 63

PERMIT NO.

CERTIFICATE NO.

TITLE OF DOCKET HONDIUS-BEAVER PIPELINE

PRIORITY 9/1/1906

REMARKS:

WATER RIGHT RECORD

Park: ROMO

Docket Number:

IDENTIFICATION NO: ROMO, S, 3 0, 0 5 7 3, A F, 0 4, Federal #4

DITCH/WATER SYSTEM: Hondius-Beaver Pipeline

SOURCE OF SUPPLY: Beaver Creek, a tributary of Big Thompson river and springs on the bank of Beaver Creek.

LOCATION: Sec.30, T5N, R73W, 6th P.M. Whence east ¼ corner of Sect. 30 bears south 75°31' east 2780 feet.

WATER RIGHT:

Appropriator: Pieter Hondius

Application/Permit Number: Amended filing #16549, April 13, 1939, to #15370 of December 2, 1930 and #14283 of November 13, 1925.

Certificate Record Number:

Date of Priority: Domestic #12) September 1, 1906.
Ditch pipeline #13)

Quantity of Water: 0.33. c.f.s.

Purpose: Domestic, fire and industrial purpose

Irrigated Land Description:

SUMMARY OF STATUS: Supplies High Drive users, Special Use Permit to Wm. F. Grove.

The full carrying capacity of pipe line system is 0.33 c.f.s.. The capacities of the headgates are as follows:
#1, 0.420 c.f.s.
#2, 0.114 c.f.s.
#3, 0.076 c.f.s.
#4, 0.015 c.f.s.
#5, 0.267 c.f.s.
#6, 0.016 c.f.s.

Docket No. 4

MAY 8 1957

HONDIUS - BEAVER PIPE LINES

Pipe Line No. 13, Water District No. 4.

USE

Domestic. Supplies water to 14 private land owners within the National Park and approximately 150 connections outside the park boundaries, all in the High Drive Area.

HEADGATES

Points of Diversion, all in Township 5 North, Range 73 West.

1. On South bank of Beaver Creek whence the East Quarter Corner of Section 30, bears South 75° 31' East 2780 feet. A
2. From Spring No. 1, South of Beaver Creek at a point whence the North Quarter Corner of Section 30 bears North 8° 25' West 2641 feet. B
3. From Spring No. 2, North of Beaver Creek at a point whence the East Quarter Corner of Section 29 bears North 81° 23' East 1337 feet. A
4. From Spring No. 3, North of Beaver Creek at a point whence the West Quarter Corner of Section 28 bears South 55° 45' West 369 feet. A
5. From Spring No. 4, on Buck Creek at a point whence the East Quarter Corner of Section 28 bears South 16° 04' East 845 feet. B

All through two parallel main pipe lines 2 inches in diameter.

PRIORITY

Domestic Priority No. 12, Water District No. 4, as of September 1, 1906, in accordance with Decree of District Court on November 14, 1939.

AMOUNT OF DECREE

0.33 cubic feet of water per second of time from different points of diversion as follows: (1) 0.420 cubic feet; (2) 0.114 cubic feet; (3) 0.076 cubic feet; (4) 0.015 cubic feet; (5) 0.267 cubic feet; but not to exceed 0.33 cubic feet of water per second at any one time.

OWNERSHIP and OPERATION

Acquired by purchase from Hondius. Adjudicated by United States. By SPECIAL USE PERMIT to William F. Grove, January 1, 1952.

MAPS

Filing No. 16549 by the United States, accepted by State Engineer of Colorado on April 13, 1939.

Filing No. 15370, an amended claim by Pieter Hondius, accepted by State Engineer of Colorado on December 2, 1930.

Filing No. 14283 by Pieter Hondius, accepted by State Engineer of Colorado on November 13, 1925.

4

Central Ranger District. Beaver Meadows - High Drive Area.

Feb. 24, 1958

ROCKY MOUNTAIN
Docket 4
Index

A. ASSIGNMENT OF TITLE

1. Map of the Hondius Pipeline and Adjoining Subdivisions
2. Map - Water Right Filing 14283
3. Map - Water Right Filing 15370
4. Agreement of Dec. 2, 1910, between Hondius, Sinclair and Blackmar (7 pages)
5. Contract of November 3, 1921, between Hondius and O. P. Law (4 pages)
6. Supplemental agreement of Nov. 4, 1931, between Hondius and O. P. Low (2 pages)
7. Copy of contract form for water service used by Hondius until 1932.
8. Special Use Permit of Feb. 23, 1932, to Peter Hondius from N&P.S.
9. Copy of Deed 21-G.
10. Copy of Deed 24
11. Dunn's memo of March 24, 1952, to cross reference deeds
12. Memo of Feb. 4, 1939, to Director from Acting Superintendent McLaughlin
13. Entry 16 (from Abstract with Deed to tract 1000 from Mrs. Hondius to U.S., being copy of recorded deed to part interest in Hondius-Beaver Pipe of Aug. 8, 1945, to John M. Carmack from Mrs. Hondius.
14. Copy of recorded deed from Carmack to Wm. F. Grove (Superintendent should supply copies)
15. Quit claim deed of Sept. 12, 1957, to U.S. from Wm. F. Grove (to be supplied when accepted)

B. ADJUDICATION OF WATER RIGHTS

1. Filing 16549 by U.S.-Drawing 6983 (Sheets 5 & 6 of 6)
2. Profile & Capacity Study-Drawing 6983 (Sheet 4 of 6)
3. Statement of Claim as filed with Court (5 pages)
4. Decreed domestic priority 12; ditch-pipeline no. 13 (pages 135 & 139)

C. ALIEN INTERESTS

1. Special Use Permit to Peter Hondius of Feb. 23, 1932 (same as A-8)
2. Letter of Nov. 3, 1941, to Senator Adams from Mrs. Hondius.
3. Notice to Supt. Doerr of May 1, 1945, from Mrs. Hondius, advising that she has assigned her pipeline interests to John Carmack.
4. Copy of Special Use Permit to John Carmack (Supt. should supply copies)
5. Notice of July 21, 1947, of assignment of interest from John Carmack to Wm. F. Grove.
6. Special Use Permit of 1947 to Wm. F. Grove (Superintendent should supply copies)
7. Special Use Permit I-35np-303 of Feb. 7, 1952, to Grove.
8. Special Use Permit 14-10-235-275 of May 15, 1956, to Grove.

For general conditions relating to adjudication and decree, see Rocky Mountain Docket 13.

DOCKET INFORMATION SHEET

Docket Identity	ROMO R 30 05 73 A F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 30
Acquired by	APPROPRIATION
Application	14283, 11-13-1925, 15370, 12-2-1930, 16549, 4-13-39
Permit	
Certificate	
Priority	SEPTEMBER 11 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	SURFACE WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

Quantity?
Total not to exceed
0.33 cfs.
Application or purchase?
Adjudicated in the
name of the U.S.

DOCKET INFORMATION SHEET

Docket Identity	ROMO G 30 05 73 B F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 1
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 30
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: docket information sheet; id no. romo s 29 05 73 a f 04; multiple applications no.

DOCKET INFORMATION SHEET

Docket Identity	ROMO S 29 05 73 A F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 2
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 29
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

DOCKET INFORMATION SHEET

Docket Identity	ROMO S 28 05 73 A F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 3
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 28
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: docket information sheet; id no. romo s 28 05 73 b f 04; multiple applications no.

DOCKET INFORMATION SHEET

Docket Identity	ROMO S 28 05 73 B F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 4
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 28
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

State Water Rights Documentation

BARGAIN AND SALE DEED

John M. Carmack
to
William F. Grove

$8000.00

August 30, 1947
Recorded September 24, 1947,
in Book 841 at Page 63.

Conveys: That domestic water system known as the "Hondius-Beaver Pipe Line" and as "Hondius Water Supply" and as "Hondius Pipe Line" in so far as the same is situate in the East half of the Southwest Quarter and the Southeast Quarter of Section 27, Township 5 North, Range 73 West of the 6th P.M., and outside Rocky Mountain National Park, said water system being more particularly shown on that map and statement thereof, No. 16549, filed in the office of the State Engineer of Colorado in 1939; also together with first party's rights under special use permit dated February 23, 1932, from the National Park Service of the United States for the use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs and sources of water therefor within Rocky Mountain National Park and all rights or preferences first party may have for renewal or transfer of such special use permit; also conveying hereby all mains, pipes, reservoirs, hydrants, taps, valves, structures, and appliances of any kind relating to said water system outside the National Park, and all tools, supplies, and equipment used therewith, and all rights to use of water and rights-of-way held or acquired in connection therewith, and all extensions and betterments which shall hereafter be made to said system; also together with all rights under contracts of Eleanor E. Hondius relating to said water system or now held by her and all rights-of-way therefor insofar as now in force; also together with the right to construct a reservoir below the surface of the ground and right-of-way for water mains to and from said reservoir on a tract described as follows:

> Commencing at the South Quarter Corner of said Section 27, thence running West 140 (?) feet; North 1220 feet; Northeasterly 110 feet to the public road; thence Southeasterly along said road to a point which is 450 feet North of the South Quarter Corner; thence running South 450 feet to the point of beginning;

excepting and reserving, however, to Eleanor E. Hondius, her heirs and assigns, the right to make five connections with said water system on customary regulations and charges for use of water for domestic purposes for five dwellings on 25 acres in the Southeast Quarter of the Southwest Quarter of said Section 27 adjacent to the National Park Service Utility Area.

Said William F. Grove agrees that he will operate the property conveyed as a domestic water system and will diligently maintain the same and keep it in good repair.

Except the 1947 taxes which are due in 1948.

The Larimer County Abstract Co. 586548 Entry No. 16

Eleanor E. Hondius

to

John M. Carmack

BARGAIN AND SALE DEED
Dated August 8, 1945
Ack. August 8, 1945 before
Cleta Burnham, N.P.
Seal. Weld County, Colorado
Recorded September 9, 1947 at
8:10 A. M. in
Book 840, page 124

Conveys: That domestic water system known as "Hondius-Beaver Pipe Line; and as "Hondius Water Supply" and as "Hondius Pipe Line" insofar as the same is situate in the E½ of the SW¼ and the SE¼ of Sec. 27, Twp. 5 N. R. 73 W. 6th P. M., and outside Rocky Mountain National Park, said water system being more particularly shown on that map and statement thereof No. 16549 filed in the office of the State Engineer of Colo., in 1939; together also with first party's rights under special use permit dated February 23, 1932, from the National Park Service of the U.S. for use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs, and sources of water therefor within Rocky Mountain National Park and all rights or preferences first party may have for renewal or transfer of such special use permit; conveying hereby all mains, pipes, reservoirs, hydrants, taps, valves, structures, and applicances of any kind relating to said water system outside the National Park and all tools, supplies, and equipment used therewith, and all rights to use of water and rights of way held or acquired in connection therewith and all extensions and betterments which shall hereafter be made to said system; together also with all rights under contracts of Eleanor E. Hondius relating to said water system or now held by her and all rights of way therefor and privileges to use of water therefrom and subjet to obligations thereof insofar as now in force; together also with the right to construct a reservoir below the surface of the ground and a right of way for water mains to and from said reservoir on a tract described as follows:

Commencing at the S¼ corner of said Sec. 27, thence running W. 140 feet, N. 1220 feet, NErly 110 feet to the public road, thence SErly along said road to a point which is 450 feet N. of the S¼ corner, thence running S. 450 feet to the point of beginning;

excepting and reserving, however, to Eleanor E. Hondius, her heirs and assigns, the right to make five connections with said water system on customary regulations and charges for use of water for domestic purposes for five dwellings on 25 acres in the SE¼ of the SW¼ of said Sec. 27, adjacent to the National Park Service utility area; subject to taxes of 1945 payable in 1946, which the second party assumes.

$8.80 I.R.S.

(Entry 16 - Deed to U. S. By Eleanor Hondius- Abstract of Title to Part SE¼ of SW¼ Sec. 27, Township 5 N, Range 73 W, 6th P.M. Tract 1,000.)

COPY

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

IN THE DISTRICT COURT

NO. 10077.

IN THE MATTER OF THE ADJUDICATION OF PRIORITIES OF RIGHTS TO USE OF WATER FOR IRRIGATION AND OTHER BENEFICIAL PURPOSES IN WATER DISTRICT NO. 4, WATER DIVISION NO. I, IN THE STATE OF COLORADO.

STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE HONDIUS-BEAVER PIPE LINE.

Now comes The United States of America, by Worth Allen and Wayne C. Williams, Special Assistants to the Attorney General of the United States, thereunto duly authorized and directed by the Attorney General, and by Joseph E. Taylor, Regional Attorney, National Park Service, and hereby presents this petition and statement of claim herein, and shows unto this honorable court that:

FIRST: The name of the claimant is the United States of America.

SECOND: The postoffice address of the claimant is Rocky Mountain National Park, Estes Park, Colorado.

THIRD: The name of the pipe line for which claim is made herein is the Hondius-Beaver Pipe Line.

FOURTH: The six headgates of said pipe line are located in Beaver creek drainage, said creek being a tributary of the Big Thompson River, and the said six headgates, and all other points and areas described and referred to in this statement of claim are located in township five (5) north, range seventy-three (73) west of the 6th principal meridian as follows:

No. 1: On the south, or right, bank of said Beaver creek from which it derives a supply of water, whence the east quarter (E 1/4) corner of section thirty (30) bears south 75° 31' east 2780 feet.

No. 2: At a spring, designated as Spring No. 1, from which it derives a supply of water, on the south, or right, bank of Beaver Creek, whence the north quarter (N 1/4) corner of section thirty

JUNE 23 '39 98528

(30) bears north 8° 25' west 2641 feet.

No. 3: At a spring, designated as Spring No. 2, from which it derives a supply of water, on the north or left bank of said Beaver creek, whence the east quarter (E 1/4) corner of Section twenty-nine (29) bears north 81° 23' east 1337 feet.

No. 4: At a spring, designated as Spring No. 3, from which it derives a supply of water, on the north or left bank of said Beaver creek, whence the west quarter (W 1/4) corner of section twenty-eight (28) bears south 55° 45' west 369 feet.

No. 5: At springs, designated as Springs Nos. 4a and 4b, from which it derives a supply of water, at the head of Buck creek, a tributary of said Beaver creek, whence the east quarter (E 1/4) corner of section twenty-eight (28) bears:

From Spring 4a intake- south 16° 04' east 845 feet; and

From Spring 4b intake- south 20° 37' east 849 feet.

No. 6: On the left, or east, bank of said Buck creek in which is captured water which is released and overflows from the system served from headgates 1 to 5, inclusive, which water is rediverted for use at the Park Utility and residential area by means of the Utility lateral, to be described later, whence the west quarter (W 1/4) corner of section twenty-seven (27) bears north 29° 27' west 585 feet.

FIFTH: The general course of said pipe line is easterly and serves in part for both diversion and distribution. From headgate No. 1 to headgate No. 2, a distance of 695 feet, there are two 2-1/2-inch diameter pipes with a gradient of 107 feet per 1000 feet. From headgate No. 2 to headgate No. 5 there are two 2-inch diameter pipes, lengths of 13,453 feet and 15,463 feet respectively, and an overall effective gradient of 20 feet per 1000 feet, and the longer pipe has a local gradient between headgates 3 and 4 and the Sunny Ridge subdivision in the southeast quarter (SE 1/4) of said section twenty-eight (28) of 49 feet per 1000 feet. Headgate No. 3 is connected with the main pipe lines by a 2-inch pipe line known as Diversion Feeder No. 3. This

feeder pipe line extends in a southeasterly direction from headgate No. 3, a distance of ~~1540~~ 1440 feet to a point of contact with ~~both~~ the main lines. Headgate No. 4 is connected with both main pipe lines ~~at a common point~~ by a 1 inch pipe line known as Diversion Feeder No. 4. This feeder line extends from headgate No. 4 in a southerly direction, a distance of ~~1500~~ 1480 feet to the point of contact with the two main lines. From headgate No. 5 to the east line of said section twenty-seven (27) the main line has a diameter of 3 inches, a length of 7709 feet, and a gradient of 105 feet per 1000 feet to the first /subdivisions of a number of real estate. The two main pipe lines run side by side from the connection with Diversion Feeder No. ~~2~~ 1, to Diversion Feeder No. 4. The Utility lateral has a diameter of 1 inch, length of 3930 feet, and gradient of 59 feet per 1000 feet.

SIXTH: The full carrying capacity of said pipe line system is 0.33 cubic feet of water per second of time. The capacities of the said headgates are/at least as follows:

Headgate No. 1 - 0.420 cubic feet of water per second of time,

Headgate No. 2 - 0.114 cubic feet of water per second of time,

Headgate No. 3 - 0.076 cubic feet of water per second of time,

Headgate No. 4 - 0.015 cubic feet of water per second of time,

Headgate No. 5 - 0.267 cubic feet of water per second of time,

Headgate No. 6 - 0.016 cubic feet of water per second of time,

Total 0.908 cubic feet per second of time.

There are times when it is impossible to get from one or more of the headgates named the amount of water said to be diverted thereat. There has never been taken and will not be taken from the six headgates more than 0.33 cubic feet of water per second.

Claim is hereby made to divert all or any part of the pipe capacity from any and all headgates for domestic and fire protection purposes in the south half (S1/2) of sections twenty-seven (27) and twenty-eight (28), and the southwest quarter of the northwest quarter (SW 1/4 NW 1/4) of section twenty six (26), and for domestic fire

protection, and industrial purposes in the Park Utility and Employees Residential area in the northwest quarter of the northeast quarter (NW 1/4 NE 1/4), and the northeast quarter of the northwest quarter (NE 1/4 NW 1/4) of section thirty-four (34).

SEVENTH: Work was commenced by construction on the first day of ~~July~~ September, 1906, and completed ~~September~~ July 1, 1907, by Peter, also known as Pieter, Hondius, who conveyed his claims to the water, and the portions of the said pipe lines which were then upon the lands, to the United States as appurtenances to the lands conveyed by deeds, dated the 18th day of February, 1932, and designated as instruments Nos. 390195 and 390196, Larimer County records, and filed for record on March 15, 1932, in the office of the County Clerk and Recorder of Larimer county, State of Colorado, and recorded in book 623, pages 423 and 424. Continuous use of said pipe line system for the purposes stated and to the full capacity thereof has been made since said date of completion.

EIGHTH: The following maps and statements of claim on said pipe line have been filed and accepted by the State Engineer, State of Colorado:

(a) The Hondius-Beaver Pipe Line, by Peter Hondius, claimant, accepted the 13th day of November, 1925, filing No. 14283;

(b) The Hondius Water Supply, being an amended claim by Peter Hondius, accepted the 2nd day of December, 1930, and assigned filing No. 15370.

(c) The Hondius-Beaver Pipe Line, being an amended claim by the United States, accepted the 13th day of April, 1939, and assigned filing No. 16549.

WHEREFORE, it is prayed that the petitioner, the United States of America, be permitted to file this its petition and statement of claim; that it be allowed to protect and secure its rights and interests by filing and introducing any and all evidence, and by due examination of any and all witnesses touching any and all claims of others to the appropriation and use of water in and from the Big Thompson river and its tributaries and sources, the allowance of which may be adverse to the interests of the United States in the premises.

It is further prayed by the petitioner that a decree be made in this proceeding adjudging and decreeing to the petitioner, the United States of America, a priority right as of date of September 1, 1906, to the use of 0.33 cubic feet of water per second of time for the purposes and in the amounts hereinabove in detail set forth and claimed, and for all other and further proper relief in the premises.

THE UNITED STATES OF AMERICA

By_____

_____
Special Assistants to the Attorney General.

_____
Regional Attorney, National Park Service.

UNITED STATES OF AMERICA,)
)
State of Colorado,) SS.
)
County of Larimer.)

JOHN S. McLAUGHLIN, being first duly sworn on oath, deposes and says that he is Assistant Superintendent of Rocky Mountain National Park, and makes this affidavit on behalf of the United States of America, claimant; that he has read the foregoing statement of claim and is conversant with the facts therein stated, and that the mattters therein referred to are true to the best of his knowledge and belief.

_____
Assistant Superintendent, Rocky Mountain National Park.

Subscribed and sworn to before me this_____day of 1939.

_____
Notary Public.

My commission expires_____.

C
O
P
Y

SUPPLEMENTAL AGREEMENT

This supplemental agreement, made and entered into this fourth day of November, A. D. 1931, by and between P. Hondius, party of the first part, and O. P. Low, party of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, the parties hereto made and entered into a certain agreement on November 3, 1921, whereby the said P. Hondius agreed to furnish water for domestic use to certain lands owned by the said O. P. Low, which agreement is hereto attached and to which reference is hereby made.

AND WHEREAS, the said O. P. Low has since November 3, 1921, acquired certain lands described as follows, to-wit;

> The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and the South One-half (S½) of the Northeast Quarter (NE¼) of Section Twenty-seven (27), and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-six (26), all in Township Five (5) North, Range Seventy-three (73) West of the Sixth Principal Meridian, Larimer County, Colorado;

AND WHEREAS, the parties hereto desire to make the same provisions for furnishing water to the lands above described under the same terms and conditions as set forth in the original contract dated November 3, 1921;

NOW THEREFORE, the party of the first part agrees to furnish an ample supply of water for domestic purposes to be used only in summer cottages now constructed or hereafter to be constructed upon the lands above described, and that said water shall be furnished and used under the same terms and conditions as set forth in the original agreement dated November 3, 1921, except as restricted by this supplemental agreement; it being the intention of the parties hereto to make the same agreement with regard to the furnishing of water to the lands above described

as is provided for the lands described in the agreement dated November 3, 1921, except as the terms and conditions of said agreement may be altered by this supplemental agreement.

It is mutually understood and agreed that the first party shall only be required to furnish water to such part of the above described lands as can be supplied by gravity flow from the present water plant and system now owned by the first party as the same is now located and constructed.

It is further understood and agreed that the first party by this contract agrees to furnish water for the above described lands now owned by the second party and also to such parts of the above described lands as are owned by third parties, all of said water to be delivered and used under the terms and conditions of this supplemental agreement and the original agreement of November 3, 1921.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

P. Hondius
Party of the first part.

O. P. Low
Party of the second part.

C
O
P
Y

C O N T R A C T.

THIS CONTRACT, Made and entered into this Third day of November, 1921, by and between P. Hondius, party of the first part, and O. P. Low, party of the second part, is upon the following terms and conditions, to-wit:

1.

This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators or assigns shall have the right to terminate the same upon thirty days written notice of such election. And also shall be subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmar and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

11.

The said party of the first part hereby agrees to furnish, during the existence of this contract, an ample supply of water for domestic purposes, to be used only in summer cottages now constructed or hereafter to be constructed and which can be so supplied with water by gravity out of the system as now constructed, upon the following lands:

The North East of the South East Quarter of Section 27, Township 5 North, Range 73 West of the 6 P. M., in Larimer County Colorado, as well as upon other and additional land. And for

supplying such water the party of the first part has laid certain water mains or may lay such mains leading from certain springs, streams and from reservoirs which may be constructed for the purpose of storing water, as may be found necessary and determined by the party of the first part, as the increase in the number of consumers may require. Provided, however, that the expense of piping from main line to the cottages of the party of the second part including corporation cock and expansion joint and in fact all plumbing except the main line shall be borne by the party of the second part, but the party of the second part shall make no connection with the main line without the consent of the party of the first part nor extend any plumbing already made without such consent and all connections and extensions shall be made and done under the direction of the party of the first part.

III.

The party of the first part agrees to furnish a continuous flow of water for domestic purposes, from May 1st to September 30th, subject only to inevitable accident not due to gross negligence of the party of the first part, and subject further to the failure of the natural supply, and always subject to the rights granted in the contract dated December 2, 1910, and heretofore mentioned.

IV.

The party of the second part, his heirs, executors, administrators and assigns further definitely and expressly agree as follows:

1. That the party of the second part will place a shut-off or stop-box at some convenient place outside of each cottage and accessible to the party of the first part, and that the party of the first part is hereby given the right of ingress and egress

to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

2. That all water rates herein are made payable in advance and that no person shall be entitled to water until the Rates therefor have been paid, and a request for water made directly to the party of the first part, or to such other persons as he may designate.

3. That none of the users of water hereunder shall have the right to use the same for hotel, camp, stock or other business purposes nor for sprinkling, or irrigation, nor for water motors or water power of any kind, and that no water shall be wasted in any way. That the party of the first part, or his authorized agent, shall have the right to inspect the plumbing on any premises and in any house using water for the purpose of detecting any leakage or waste of water, and that the right to use said water for domestic purposes shall not include the right to connect with barns or any other outhouse, and that in the event of leakage, waste or unauthorized use the party of the first part shall have the right to shut the water from the service pipes of the users until the proper conditions are made for authorized use only.

4. That the party of the second part, his heirs, executors, administrators and assigns will pay as rental for the services herein agreed to be furnished the following rates:

For each Cottage directly or indirectly connected with said system the sum of Fifteen dollars for one sink, one lavatory, one water closet and one bath tub;

All of which rates shall be for the season beginning May 1st and ending September 30th of each year, or any part thereof.

In consideration of the furnishing of water on the above terms, the party of the second part hereby contracts and agrees that he has constructed a storage tank upon before mentioned land being The North East of the South East quarter of section 27, Township 5 North, Range 73 West of 6 P.M., for the purpose of bettering and equalizing the supply of water for the above mentioned system, owned by the party of the first part, and that said storage tank is now connected with the present system, and that party of the first part has paid one-half the cost of purchasing and delivering said pipe to the premises, and half of the cost of the work of laying said pipe to said storage tank, said pipe and said tank being now completed they shall be part of the water system owned by the party of the first part and become his property and under his full control and ownership. And the party of the second part also grants, bargains, sells and conveys to the party of the first part the right to lay and maintain service pipes across his land, above described, from said system to the lands of any other persons beyond the land of the party of the second part for the purpose of supplying water to other lands.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.

P. Hondius

O. P. Low

COPY

THIS AGREEMENT made and entered into this 2nd day of December, A. D. 1910, between P. Hondius, party of the first part, and William T. Sinclair and F. W. Blackmar, parties of the second part.

WITNESSETH that whereas heretofore, on the 1st day of September, 1906, the said P. Hondius entered into a certain contract in writing with said William T. Sinclair whereby the said P. Hondius was to build a certain gravity water system and to furnish water to said Sinclair or his grantees, for the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 5, North of Range 73, West, in the County of Larimer, State of Colorado, said water to be used for domestic purposes by the owners of cottages in said tract of land,

And Whereas certain rates for the use of water were therein specified,

And Whereas the said William T. Sinclair has sold and conveyed certain lots contained in said tract above mentioned unto various persons, and has or is about to sell the remainder of said tract unto the said F. W. Blackmar,

And Whereas, pursuant to the terms of said contract, the said P. Hondius has constructed and put in operation, a gravity water system for the purpose of furnishing water for the owners of cottages on said tract of land, said system consisting of one walled spring, one cement reservoir and one main pipe line, two inches in diameter, leading from said reservoir, and whereas certain parties, the grantees of said Sinclair, have, pursuant to the terms of said contract, used water from said spring,

And Whereas the said P. Hondius is desirous of increasing the size of said water system by connecting the same with other springs in addition to the one now used and hereinbefore described, and of furnishing water for domestic purposes to other parties upon lands other than those hereinbefore described, to which the said parties of the second part hereby consent,

And Whereas the parties hereto are mutually desirous of changing the terms of said contract.

NOW THEREFORE, In consideration of the premises and in further consideration of the sum of One Dollar to the said party of the first part by the said parties of the second part paid, receipt of which is hereby acknowledged, and the further consideration of the payments hereinafter requires to be made for the use of water, the said parties hereto mutually agree that the contract heretofore mentioned, made between the said P. Hondius and the said William T. Sinclair, under date of September 1st, 1906, shall be terminated and for naught held, and all rights acquired thereunder are hereby released and discharged by the respective parties thereto, their successors or assigns, and in lieu thereof, the said parties hereto do bind themselves as follows, to-wit:

The said party of the first part hereby agrees to furnish, during a period of fifteen years from the date hereof, an ample supply of water for domestic purposes, to be used in all cottages now constructed or which may hereafter be constructed upon those lands described as the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 5, North of Range 73, West, Larimer County, Colorado, and also upon other and additional land. The said party of the first part shall lay a main pipe or pipes

where necessary, in addition to that already laid, leading from the spring herein mentioned, and such other springs as may be connected therewith, and with any reservoirs which may be constructed for the purpose of storing water, the said pipe to be two inches in diameter and to be laid along certain reasonable lines, determined by party of the first part. The expense of piping from the main line to the cottages of the parties of the second part and to others who may hereafter use said water, and the expense of all plumbing within the cottages shall be borne by the parties connecting with said pipe line, however, no connection shall be made by the owner of any cottage or by any of the parties of the second part, to the main line, either directly or indirectly, without the consent of the party of the first part, and said connection shall be made under his supervision.

It is further understood and definitely agreed that all persons making connections, directly or indirectly with said main line, shall place a shut off at some convenient place outside of their cottages and accessible to the said party of the first part, and that the said party of the first part is hereby given the right of ingress and egress to said shut off at any or all times, for the purpose of shutting off the water for any violation of any of the terms of this agreement.

The said parties of the second part agree that they will use the water so furnished by the said party of the first part only, and that they will pay therefor the following schedule of prices, to-wit:

There shall be paid for each cottage directly or indirectly connected with said system, the sum of Ten Dollars ($10) per season, the season to commence upon the 1st day of May and to

end the 1st day of October in each year.

In consideration of the payment of the sum of Ten Dollars ($10), the owner of any cottage may have the right to use water for domestic purposes only, and the water shall not be used in the house except upon agreement previously had with the said party of the first part, for other than one kitchen sink, one lavatory and either one water closet or one bath tub, as the owner may elect; for each additional bath tub for for each water closet as the owner may elect, Five Dollars ($5.00) per season; for each additional lavatory, Two Dollars ($2.00) per season.

It is definitely understood and agreed that the payment of the sum of Ten Dollars ($10.00) per season as aforestated, shall be a continuous charge after the parties of the second part or the owners of lots after a connection is made with the water system whether the water be or be not used during any particular season; it being the intention of the parties hereto that after a connection is made with the system, the rates hereinabove provided for shall be paid to the party of the first part even though the parties should not use the water.

The party of the first part agrees to furnish a continuous flow of water for all domestic purposes, subject only to inevitable accident not due to the gross negligence of the party of the first part, and subject further to the failure of the natural supply of water.

Within six months of the expiration of this contract, according to its terms, said party of the first part, his heirs or assigns, shall make a new contract with the parties of the second part, their heirs, grantees or assigns, for a further use of water upon such terms or conditions as shall then be agreed upon by the parties affected. In case no agreement can

be reached, then the party of the first part, his grantees or assigns, shall choose an arbitrator and the parties of the second part, their heirs, or assigns, acting collectively, shall choose a second, and within ten days thereafter, the said arbitrators shall meet and choose a third, the three arbitrators so chosen shall meet and adopt a new contract, which, when agreed upon, shall be binding upon the parties hereto, said new contract to govern the rates to be charged for water and the regulations for the use thereof.

All water rates herein are made payable in advance, and no water shall be permitted to be used by any person unless the rates therefor are paid. All requests for the use of water shall be made directly to the party of the first part or to such other person as he may designate.

It is further understood and agreed that none of the parties of the second part or their heirs or assigns, nor the users of any water pursuant to the terms of this contract, shall have the right to use the same for sprinkling or irrigating, (nor for water motors or power), and that no water shall be wasted in any way. That the party of the first part or his properly authorized agent shall have the right to inspect the plumbing in any house using water hereunder for the purpose of detecting the waste of water, and further, it is mutually agreed that the right to use said water for domestic purposes shall not include the right to connect with barns or other outhouses.

It is further agreed that this contract shall run with the land for the benefit of any and all persons who may acquire sites for cottages in or upon the lands hereinbefore mentioned.

And it is further agreed and understood that this contract shall not be binding unless it shall be accepted and

consented to by each and all of the persons holding lots or cottage sites by conveyance, directly or indirectly, from the said William T. Sinclair; the acceptance of such parties to be noted upon one of the original copies of this contract.

IN TESTIMONY WHEREOF the said parties hereto have hereunto set their hands and seals the day and date first above written.

P. Hondius (SEAL)

F. W. Blackmar. (SEAL)

Wm. T. Sinclair. (SEAL)

For and in consideration of the premises mentioned in the foregoing contract, and the further consideration of the sum of One Dollar to each of us in hand paid by the said P. Hondius, receipt of which is hereby acknowledged, we, the undersigned, being the owners of lots or cottage sites, within the land mentioned in said contract, to-wit, the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 5, North of Range 73, West, Larimer County, Colorado, do hereby accept the terms of the foregoing contract, and hereby agree that the previous contract therein referred to between P. Hondius and the said William T. Sinclair, under date of September 1st, 1906, may be canceled, and that the new contract, the same being

hereinbefore set forth, shall govern in the premises, and the terms thereof are hereby accepted.

Jennie A. Glover. (SEAL)

Ditha A. Lay. (SEAL)

A. O. Lovejoy. (SEAL)

C. H. Ashton. (SEAL)

Gertrude Standing. (SEAL)

A. L. Davis (SEAL)

E. C. McKinney. (SEAL)

Julian Hayden. (SEAL)

Frances C. Carter. (SEAL)

Paul B. Wallace. (SEAL)

Mary S. Blair. (SEAL)

A. R. Ross. (SEAL)

R. T. Davis. (SEAL)

Ella R. Harries. (SEAL)

HONDIUS-BEAVER PIPE LINE

(Domestic Priority No. 12; Ditch--Pipe-Line--No. 13)

1. The claimant of Hondius-Beaver Pipe Line is the United States of America, Rocky Mountain National Park, Estes Park, Colorado.

2. The source of supply from which water has been diverted is Beaver creek, a tributary of the Big Thompson river and springs on the bank of said Beaver Creek.

3. The six headgates of said pipe line are located in Beaver creek drainage, said creek being a triburary of the Big Thompson river, and the said six headgates, and all other points and areas described and referred to in the statement of claim are located in township five (5) north, range seventy-three (73) west of the 6th principal meridian as follows:

No. 1: On the south or right bank of said Beaver creek from which it derives a supply of water, at a point whence the east quarter (E¼) corner of section thirty (30) bears south 75°31' east 2780 feet.

No. 2: At a spring, designated as Spring No. 1, from which it derives a supply of water, on the south or right bank of Beaver creek, at a point whence the north quarter (N¼) corner of section thirty (30) bears north 8°25' west 2641 feet.

No. 3: At a spring, designated as Spring No. 2, from which it derives a supply of water, on the north or left bank of said Beaver creek, at a point whence the east quarter (E¼) corner of section twenty-nine (29) bears north 81°23' east 1337 feet.

No. 4: At a spring, designated as Spring No. 3, from which it derives a supply of water, on the north or left

bank of said Beaver creek, at a point whence the west quarter (W¼) corner of section twenty-eight (28) bears south 55°45' west 369 feet.

No. 5: At springs, designated as Springs Nos. 4a and 4b, from which it derives a supply of water, at the head of Buck creek, a tributary of said Beaver creek, at points whence the east quarter (E¼) corner of section twenty-eight (28) bears:

from Spring 4a intake, south 18°04' east 845 feet; and from Spring 4b intake, south 20°57' east 840 feet.

No. 6: At a point on the left or east bank of said Buck creek in which is captured water which is released and overflows from the system served from headgates 1 to 5 inclusive, which water is rediverted for use at the National Park Utility and Residential area by means of the Utility lateral, to be described later, whence the west quarter (W¼) corner of section twenty-seven (27) bears north 29°27' west 565 feet.

4. The general course of said pipe line is easterly, and the same serves for both diversion and distribution.

5. The description of said pipe line and system is as follows:

From headgate No. 1 to headgate No. 2, a distance of 695 feet, there are two 2½-inch diameter pipes with a gradient of 107 feet per 1000 feet. From headgate No. 2 to headgate No. 5, there are two 2-inch diameter pipes, lengths of 15,455 feet and 15,463 feet respectively, and an ovefall effective gradient of 20 feet per 1000 feet, and the longer pipe has a local gradient between headgates 3 and 4 and the Sunny Ridge subdivision in the southeast quarter (SE¼) of said section twenty-eight (28) of 49 feet per 1000 feet. Headgate No. 3.

is connected with the main pipe lines by a 2-inch pipe line known as Diversion feeder No. 3. This feeder pipe line extends in a southeasterly direction from headgate No. 3, a distance of 1440 feet, to a point of contact with both main lines. Headgate No. 4 is connected with both main pipe lines by a 1-inch pipe line known as Diversion Feeder No. 4. This feeder line extends from headgate No. 4 in a southerly direction, a distance of 1480 feet to the point of contact with the two main lines. From headgate No. 5 to the east line of said section twenty-seven (27) the main line has a diameter of 3 inches, a length of 7709 feet, and a gradient of 105 feet per 1000 feet to the first of a number of real estate subdivisions. The two main pipe lines run side by side from the connection with Diversion Feeder No. 1 to Diversion Feeder No. 4. The Utility lateral has a diameter of one inch, length 3980 feet, and gradient of 59 feet per 1000 feet.

The full carrying capacity of said pipe line system is 0.33 cubic feet of water per second of time. The capacities of the said headgates are at least as follows:

Headgate No. 1, 0.420 cubic feet of water per second of time,
Headgate No. 2, 0.114 cubic feet of water per second of time,
Headgate No. 3, 0.076 cubic feet of water per second of time,
Headgate No. 4, 0.015 cubic feet of water per second of time,
Headgate No. 5, 0.267 cubic feet of water per second of time,
Headgate No. 6, 0.016 cubic feet of water per second of time,

Total, 0.908 cubic feet of water per second of time.

There are times when it is impossible to get from one or more of the headgates named the amount of water said to be diverted thereat. There has never been taken and will not be taken from the six headgates more than 0.33 cubic feet of water per second.

6. The water diverted by said pipe line is used for domestic and fire protection purposes in the south half (S½) of sections twenty-seven (27) and twenty-eight (28), and the southwest quarter of the northwest quarter (SW¼ NW¼) of section twenty-six (26), and for domestic, fire protection and industrial purposes in the Park Utility and Employees Residential area in the northwest quarter of the northeast quarter (NW¼ NE¼) and the northeast quarter of the northwest quarter (NE¼ NW¼) of section thirty-four (34).

7. Work thereon was begun by construction on the 1st day of September, 1906, and completed with due diligence on July 1, 1907, by Peter(also known as Pieter) Hondius, who conveyed his claim to the water to the United States of America as an appurtenance to the lands conveyed by him to the United States of America by deed dated February 18, 1932. Continuous use of said pipe line system for the purposes stated and to the full capacity thereof has been made since said date of completion.

8. Map and statement of claim on this pipe line was filed in the office of the State Engineer by claimant April 13, 1939, and was assigned No. 16,549, which map and statement of claim was supplementary to and amendatory of (1) map and statement of claim filed in said office on December 2, 1930, by Pieter Hondius, and assigned No. 15370, and (2) map and statement of claim filed in said office on November 13, 1925, by said Pieter Hondius, and assigned No. 14263.

9. As a matter of law the claimant is entitled to a decree to the effect that there be permitted to flow out of Beaver creek and springs in the drainage thereof at the location of the various headgates into said pipe line and system .33

cubic feet of water per second of time for domestic, fire protection and industrial purposes with Domestic Priority No. 12, as of the 1st day of September, 1906.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the Court that, for domestic, fire protection and industrial purposes, and under and by virtue of appropriation made by original construction, and for the benefit of the party or parties entitled to the enjoyment thereof, there be permitted to flow out of Beaver Creek or the said springs in the Beaver creek drainage into said pipe line system .33 cubic feet of water per second of time, with DOMESTIC PRIORITY NO. 12, as of date September 1, 1906, subject to the general and paramount provisions of this decree.

Land History

04-02-1932: certificate of acceptance

Deed # 21-G
Deed Date 2/13
Pat. Rec. 4/5/
17.2 +- acres

CERTIFICATE OF ACCEPTANCE

Docket No. 13

irtue of and pursuant to the authority conferred by the Act ngress approved January 26, 1915, (38 Stat. 798), and the Act ved February 14, 1931, (45 Stat. 1115), I, the undersigned, as A ant Secretary of the Interior, do hereby accept the att deed dated February 18, 1932, wherein and whereby Pieter Hond conveys to the United States of America certain land situ within the area of the Rocky Mountain National Park.

itness whereof, I, as said Assistant Secretary, hereunto set d officially and have caused the seal of said department to b ixed hereto and in attestation hereof this 2nd day April, 1932.

Assistant Secretary.

Deed 2/13/32 Pieter Hordius to U.S. Recorded in Larimer County as Records 390195 and 390196 Filed for record 3/15/32 in book 623, p. 423 and 424

Priority claimed in case No. 10077 was 9/1/1906 for .33 cfs

13

02-18-1932: deed between estes park of the county of larimer and state of colorado and the united states of america

THIS DEED, Made this 18th day of February, in the year of our Lord one thousand nine hundred and thirty two, between Pieter Hondius, (sometimes written Peter Hondius or P. Hondius) of Estes Park of the County of Larimer and State of Colorado, party of the first part, and the 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 forty thousand seven hundred twenty ($140,720.00) Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part forever, all the following described lots or parcels of land, situate, lying and being in the County of Larimer and State of Colorado, and described as follows towit:-

Parcel 1. The Southeast quarter of the Southwest quarter (SE¼ of SW¼) of Section Eight (8), Township Five North (5N), Range Seventy-three West (73W).

Parcel 2. The North half (N½), the Southwest quarter (SW¼) and the North half (N½) of the Southeast quarter (SE¼) of Section Seventeen (17), Township Five North (5N), Range Seventy-three West (73W), less, however, the following described lots and parcels heretofore conveyed and segregated from the above described lands by the party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to the United States of America by deed designated as Instrument No. 269762, Larimer County records, and described as follows:

All that portion of the NE¼ of SE¼ of Sec. 17, Tp. 5 N., R. 73 W., lying south of the center line of the north branch of Fall River and containing 37 acres, more or less. Also that portion of the SE¼ of NE¼ of said Sec. 17 lying south of the center line of the north branch of Fall River, and containing 4 acres, more or less, together with the right of joint use of that

certain right-of-way for road purposes from the main road to the above described tract over and across that portion of the Se¼ of Ne¼ and Ne¼ of Se¼ of said Sec. 17, as described in and in accordance with agreement between C. A.Carlton and Pieter Hondius as recorded in Book 473 at page 162 of the public records of said Larimer County, and together with the right to lay, maintain and operate a pipe line across the Nw¼ of Se¼ of said section for the purpose of supplying the above described tract with water. It being the grantor's intention to allow grantee the joint use of such right-of-way as he owns and nothing more. There is hereby expressly reserved a right-of-way for road purposes over and across the premises herein conveyed for the grantor, his heirs and assigns from and to lands of the grantor lying west and southwest of said described premises.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to one Carlton by deed designated as Instrument No. 188941, Larimer County Records, and described as follows:

Beginning at the east center corner, Sec. 17, Tp. 5 N., R. 73 W., thence North 970 feet, thence south 73° 05' west 150 feet, thence south 22° 58' west 227.2 feet to center line of county road, thence north 72° 39' west 160 feet, thence north 43° 50' west 155 feet, thence north 62° 08' west 125 feet, thence north 71° 25' west 210 feet, thence south 58° 15' west 35 feet, thence south 3° 48' east 90 feet, thence south 36° 27' west 187 feet, thence north 77° 03' west 100 feet, thence south 89° 28' west 55 feet, thence south 65° 27' west 229.3 feet, thence leaving said county road south 0° 08' west 325 feet to a point in the center line of the north branch of Fall River, thence southeasterly along the center line of said river to a point on section line between Sections 16 and 17; thence northerly along said section line 310 feet to the point of beginning, and containing 24.19 acres, more or less.

(c) That certain piece or parcel of land conveyed by Pieter Hondius to Lucinda Halsey by deed designated as Instrument No. 181727, Larimer County records, and described as follows:

Beginning at a point in the center line of Fall River whence the center corner of Sec. 17, Tp. 5 N., R. 73 W., bears north 0° 17' east 66 feet, thence north 0° 17' east 66 feet to center of said section 17; thence north 0° 17' east 849 feet, thence south 87° 42' east 312 feet, thence south 66° 47' east 140 feet to the center line of the Highdrive; thence along the center line of the Highdrive south 64° 40' east 380 feet; thence south 81° 46' east 100 feet, thence north 72° 04' east 150 feet, thence north 86° 33' east 200 feet, thence north 70° 03' east 61 feet to the line between the Sw¼ of Ne¼ and the Se¼ of Ne¼ of Sec. 17, thence south 0° 08' west 325

feet to the center line of Fall River, thence along the center line of Fall River in a southwesterly direction to the point of beginning, and containing 16.8 acres, subject to right-of-way of Highdrive.

(d) That certain piece or parcel of land conveyed by Pieter Hondius to the precedessors in interest of Anna May Derby as set forth in the Larimer County records, and described as follows:

Beginning at the center corner of said Section 17, Tp. 5 N., R. 73 W., thence north 0° 17' east 1166.5 feet, thence south 87° 42' west 248.5 feet, thence north 68° 03' west 290 feet, thence north 56° 09' west 108 feet, thence north 78° 21' west 539.1 feet, thence south 86° 44' west 170 feet, thence south 0° 44' west 1052.2 feet, thence south 62° 59' west 207 feet, thence south 85° 11' west 125.2 feet, thence south 0° 44' west 112 feet, to the center of Fall River, thence easterly down along the center line of said river to a point whence the place of beginning bears north 0° 17' east 79 feet, to the place of beginning, and containing 43.7 acres, more or less. The line joining the center corner and the N¼ corner of said Sec.17 was assumed as bearing north 0° 17' east to correspond with description of adjoining property, and all bearings are relative thereto.

Parcel 3. The South half (S½) of the Northeast quarter (Ne¼); Lots (1) and (2) or West half of Northwest quarter (W½ of Nw¼); Southeast quarter of Northwest quarter (Se¼ of Nw¼); Northeast quarter of Southwest quarter (Ne¼ of Sw¼); North half of Southeast quarter (N½ of Se¼) and Southeast quarter of Southeast quarter (Se¼ of Se¼) of Section Eighteen (18), Township Five North (5N), Range Seventy-three West (73W).

Parcel 4. The Northwest quarter of the Northwest quarter (Nw¼ of the Nw¼) and Southwest quarter of Southeast quarter (Sw¼ of Se¼) of Section Twenty (20), Township Five North (5N), Range Seventy-three West (73W).

Parcel 5. The Southeast quarter of Northeast quarter (Se¼ of Ne¼); Southwest quarter (Sw¼); South half of Southeast quarter (S½ of Se¼), and that portion of the Northeast quarter of Southeast quarter (Ne¼ of Se¼), all in Section twenty-eight (28), Township Five North (5N), Range Seventy-three West (73W), described as follows:

All that portion of the Ne¼ of Se¼ of said Sec. 28 lying south and southerly of the center of a public road known as Highdrive, and particularly described as:

Beginning at the Se corner of the Ne¼ of Se¼ of Sec. 28, thence south 86° 47' West 179.9 feet to the center of the Highdrive Road, thence north 36° 7' east 304.9 feet along the center line of said road, thence south

235.1 feet to the place of beginning and containing 0.49 acres, more or less. Less, however, the following described lots and parcels heretofore conveyed and segregated from the above described lands by the party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to W. E. Dixon by deeds designated as Instruments Nos. 247244 and 357603, Larimer County records, and described as follows:

All that portion of the Se¼ of the Se¼ of said Sec. 28 lying north and northerly of the center of a public road known as the Highdrive as the same is now established and traveled. Said tract being particularly described as follows:

Beginning at a point whence the Se corner of the Ne¼ of the Se¼ of said Sec. 28 bears north 86° 47' east 1251 feet, thence south 0° 1' west 374.9 feet to center line of right of way of 60-foot road; thence northeasterly along the north boundary of said right-of-way, the center line of which is described as follows: (From the last point above determined on the center line of the right-of-way), thence north 80° 57' east 513.2 feet, thence north 45° 10' east 225.1 feet, thence north 57° 25' east 123.9 feet, thence south 72° 59' east 152.4 feet, thence north 40° 12' east 225.3 feet, thence from this point on the center line of the road south 86° 47' west 1071.1 feet to place of beginning, and containing 5.14 acres, more or less, but, however, less any of the above described land situated within the boundary of the Sw¼ of Se¼ of said Sec. 28.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to Mary D. Mason and designated as Lot 58 of the Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 2.03 acres, more or less.

(c) Those certain pieces or parcels of land conveyed by Pieter Hondius to Philip Mechem and designated as Lots 62, 63 and 64 of the Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 4.06 acres, more or less.

(d) That certain piece or parcel of land conveyed by Pieter Hondius to P. J. Fitzgerald and designated as Lot 45 of Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 10 acres, more or less.

(e) Those certain pieces or parcels of land conveyed by Pieter Hondius to Theodore S. Huntington and Mary E. Huntington by deeds designated as Instruments Nos. 244407 and 244408, Larimer County records, and described as follows:

Commencing at a point from whence the S¼ corner of said Sec. 28 bears south 43° 37' east 1583 feet, thence north 15° 31' east 500 feet, thence north 74° 16' west 150 feet, thence south 15° 26' west 488.5 feet, thence south 89° 45' east 150 feet to the place of beginning and containing 1.7 acres, more or less.

Also commencing at a point from whence the S¼ corner of said Sec. 28 bears south 29° 46' east 1095 feet, thence north 74° 58' west 264.2 feet, thence north 66° 33' west 320 feet, thence north 15° 31' east 500 feet, thence south 81° 43' east 175.6 feet, thence north 86° 02' east 159 feet, thence south 62° 26' east 147.7 feet, thence south 5° 04' west 607 feet to the place of beginning and containing 7 acres, more or less.

(f) Those certain pieces or parcels of land conveyed by Pieter Hondius to E. Tyler Smith by deeds designated as Instruments Nos. 202313 and 243775, Larimer County records, and described as follows:

Beginning at a point on the north side of the Highdrive whence the S¼ corner of said Sec. 28 bears south 7° 01' east 908.3 feet, thence along the north side of the Highdrive south 80° 50' west 60.1 feet, thence south 77° 42' west 45 feet, thence north 88° 13' west 140.2 feet, thence north 78° 06' west 102 feet, thence leaving the north side of Highdrive north 2° 30' east 650 feet to the south side of the pipe line road, thence along the south side of the pipe line road north 88° 06' east 100 feet, thence south 79° 42' east 150 feet, thence south 89° 27' east 94.9 feet, thence leaving the pipe line road south 2° 30' west 631.5 feet to the point of beginning, and containing 5.13 acres more or less.

Also commencing at a point whence the S¼ corner of said Sec. 28 bears south 29° 46' east 1095 feet, thence north 5° 04' east 607 feet, thence north 89° 10' east 65 feet, thence south 2° 30' west 650 feet, thence north 64° 23' west 100 feet to the place of beginning and containing 1.1 acres, more or less.

(g) That certain piece or parcel of land conveyed by Pieter Hondius to Ethel B. Ridenour by deed dated September 17, 1919 and recorded October 29, 1919, in Book 395 at page 255, Larimer County records, and described as follows:

Beginning at a point whence the NE corner of SE¼ of SE¼ of Sec. 28 bears north 86° 47' east 1474.9 feet, thence south 337 feet to a point on the north side of the Highdrive, thence along the north side of the Highdrive south

81° 44' west 154 feet, thence south 87° 47' west 100 feet, thence leaving the north side of the Highdrive north 349.7 feet, thence north 86° 47' east 252.7 feet to the point of beginning, and containing 2 acres, more or less. (The line adjoining the east quarter corner and the southeast corner of Sec. 28 was assumed north and south and all bearings were taken relative thereto).

Parcel 6. Northwest quarter of Northeast quarter (Nw¼ of Ne¼); South half of Northeast quarter (S½ of Ne¼); South half of Northwest quarter (S½ of Nw¼); North half of Southwest quarter (N½ of Sw¼) and Southeast quarter (Se¼) of Section twenty-nine (29), Township Five North (5N), Range Seventy-three West (73W).

Parcel 7. South half of Northeast quarter (S½ of Ne¼) and North half of Southeast quarter (N½ of Se¼) of Section Thirty (30), Township Five North (5N), Range Seventy-three West (73W).

Parcel 8. North half of Northeast quarter (N½ of Ne¼) of Section 13, Township Five North (5N), Range Seventy-four West (74W). Less, however, the following described lots and parcels heretofore conveyed and segregated from the above described land by party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to Eleanor Hondius by deed designated as Instrument No. 258665, Larimer County records, and described as follows:

All that portion of the N½ of the Ne¼ of said Sec. 13 lying and being situated south or southerly of the center line of Fall River, said center line being determined by the present course of said Fall River and described as follows:

Beginning at a point on the township line between Ranges 73 and 74 and from which the Ne corner of said Sec. 13 bears north 875.5 feet, said point being also in the center line of Fall River, thence westerly along said center line as follows: North 62° 09' east 40.3 feet, thence south 40° 45' west 96.4 feet, thence north 71° 33' west 61.9 feet, thence north 7° 33' west 148.1 feet, thence north 89° 48' west 50.7 feet, thence north 30° 18' west 82 feet, thence north 52° 10' west 238.2 feet, thence north 22° 15' west 118.8 feet, thence north 67° 15' west 129.8 feet, thence south 52° 18' west 199.6 feet, thence south 12° 59' east 89.6 feet, thence south 34° 46' east 119.8 feet, thence north 77° 30' west 134.9 feet, thence south 30° 44' west 115 feet, thence north 61° 16' west 199.1 feet, thence south 33° 10' west 242.2 feet, thence north 27° 12' west 49.9 feet, thence north 24° 36' east 67.1 feet, thence north 32° 22' west 112.4

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feet, thence south 41° 04' west 90.3 feet, thence south 11° 53' west 67.3 feet, thence south 68° 15' west 275.7 feet, thence north 25° 15' west 152 feet, thence south 72° 15' west 131.6 feet, thence south 44° 55' west 76.8 feet, thence north 65° 39' west 98.6 feet, thence north 41° 46' east 120.2 feet, thence north 9° 51' west 62.5 feet, thence south 87° 13' west 64.6 feet, thence south 25° 43' west 131.1 feet, thence north 37° 51' west 72.5 feet, thence north 12° 25' east 125.1 feet, thence north 62° 42' west 73.9 feet, thence south 30° 33' west 113 feet, thence north 60° 29' west 93.7 feet, thence north 35° 38' east 132.8 feet, thence north 45° 47' west 86.3 feet, thence south 81° 03' west 84.9 feet, thence south 4° 10' east 101.5 feet, thence north 75° 40' west 109.5 feet, thence north 10° 20' east 97.3 feet, thence north 20° 24' east 105.2 feet, thence north 78° 09' west 99.7 feet, thence south 34° 56' west 74.9 feet, thence south 22° 52' east 116.7 feet, thence south 88° 57' west 131.7 feet, thence north 66° 51' west 155 feet, to the intersection of this center line with the west line of the said Nw¼ of Ne¼ of said Sec. 13, and containing ~~41.19~~ 39.32 acres, more or less.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to Minnie E. March by deed designated as Instrument No. 257198, Larimer County records, and described as follows:

That portion of the Nw¼ of the Ne¼ of Sec. 13, described as follows:

Beginning at a point on the section line between Sections 12 and 13 and from whence the Ne corner of said Sec. 13 bears north 89° 46' east 773.6 feet, said point being also situated on the south side of the right-of-way of the Fall River Road, thence south 49° 12' east 432.5 feet along the south side of right-of-way, thence south 22° 24' west 159.6 feet to a point in the center of Fall River, thence westerly along the center line of the present course of Fall River, said center line being determined by courses and distances as follows:
(From the point last above mentioned), thence north 67° 15' west 129.8 feet, thence south 52° 18' west 199.6 feet, thence south 12° 59' east 89.6 feet, thence south 34° 46' east 119.8 feet, thence north 77° 30' west 134.9 feet, thence south 30° 44' west 115 feet, thence north 61° 16' west 199.1 feet, thence south 33° 10' west 242.2 feet, thence north 27° 12' west 49.9 feet, thence north 24° 36' east 67.1 feet, thence north 32° 22' west 112.4 feet, thence south 41° 04' west 90.3 feet, thence south 11° 53' west 67.3 feet, thence south 68° 15' west 275.7 feet, thence north 25° 15' west 152 feet, thence south 72° 15' west 131.6 feet, thence south 44° 55' west 76.8 feet, thence north 65° 39' west 98.6 feet, thence north 41° 46' east 120.2 feet, thence north 9° 51' west 62.5

feet, thence south 87° 13' west 64.6 feet, thence south 25° 43' west 131.1 feet, thence north 37° 51' west 72.5 feet, thence north 12° 25' east 125.1 feet, thence north 62° 42' west 73.9 feet, thence south 30° 33' west 113 feet, thence north 60° 29' west 93.7 feet, thence north 35° 38' east 132.8 feet, thence north 45° 47' west 86.3 feet, thence south 81° 03' west 84.9 feet, thence south 4° 10' east 101.5 feet, thence north 75° 40' west 109.5 feet, thence north 10° 20' east 97.3 feet, thence north 20° 24' east 105.2 feet, thence north 78° 09' west 99.7 feet, thence south 34° 56' west 74.9 feet, thence south 22° 52' east 116.7 feet, thence south 88° 57' west 131.3 feet, thence north 66° 51' west 155 feet to the point of intersection of this center line with the west line of the Nw¼ of Ne¼ of said Sec. 13; thence from this point of intersection north 0° 36' west 431.8 feet to the N¼ corner of said Sec. 13, thence along the said section line between Sections 12 and 13 north 89° 46' east 1886.4 feet to the place of beginning, and containing ~~29.84~~ acres, more or less.

All of the foregoing lands are in Township Five North (5N), Ranges Seventy-three (73) and Seventy-four (74) West of the Sixth (6th) Principal Meridian, Colorado. The net area hereby agreed to be conveyed is approximately 1,762 acres, more or less. Less, however, rights-of-way for roads heretofore granted to the United States of America or the State of Colorado, or the County of Larimer, State of Colorado, and also right-of-way granted to the Estes Park Electric and Power Company for so-called Cascade Pipe line, and any other rights-of-way heretofore granted, it hereby being the intention of said Pieter Hondius, party of the first part, to convey to the United States of America all his right, title and interest of whatsoever kind that he now owns or possesses within the boundaries of the following described lands:

Se¼ of Sw¼ of Section 8; N½; Sw¼ and N½ of Se¼ of Section 17; S½ of Ne¼; Lots 1 and 2 of W½ of Nw¼; Se¼ of Nw¼; Ne¼ of Sw¼ N½ of Se¼ and Se¼ of Se¼ of Section 18; Nw¼ of Nw¼ and Sw¼ of Se¼ of Section 20; Se¼ of Ne¼; Sw¼; Ne¼ of Se¼ and S½ of Se¼ of Section 28; Nw¼ of Ne¼; S½ of Ne¼; S½ of Nw¼; N½ of Sw¼; and Se¼ of Section 29; S½ of Ne¼ and N½ of Se¼ of Section 30; all in Tp. 5 N., R. 73 W., N½ of Ne¼ of Section 13 in Tp. 5 N., R. 74 W., all relating to the 6th Principal Meridian, Colorado.

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part. And the said party of the first part, for himself and his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peacable possession of the said party of the second part, against

State of California,
COUNTY OF Riverside } ss.

On this 15th day of February, A.D., 19.32 before me, Robert L. Edwards a Notary Public in and for said County and State, personally appeared Peter Hovaios (sometimes written Petros Hovaios or P. Hovaios), known to me, (~~or proved to me on the oath of~~.....), to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[signature]
Notary Public in and for said County and State.

My Commission expires Mch. 30-1934

ACKNOWLEDGMENT—GENERAL—WOLCOTTS FORM 233.

22

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part. And the said party of the first part, for himself and his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peacable possession of the said party of the second part, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Peter Houdin Jr. (SEAL)

Compared

390196

D E E D.

PIETER HONDIUS (sometimes written Peter Hondius or P. Hondius)

-to-

UNITED STATES OF AMERICA.

Dated: February ____, 1932.

STATE OF COLORADO.)
COUNTY OF LARIMER) ss.

I hereby certify that this instrument was filed for record in my office at 9 31
o'clock A.M. MAR 15 1932 *, 19*
and is duly recorded in book 623
page 424
Harvey D. Riddell
Recorder

By _____
Deputy.

Title Guaranty Company
15th St. at Court Place
Denver, Colo.

★AI-5.50 70941 MAR 15 -32

Docket No. 13

THIS DEED, Made this 18th day of February, in the year of our Lord, one thousand nine hundred and thirty-two (1932), between Pieter Hondius (sometimes written Peter Hondius or P. Hondius), of Estes Park, of the County of Larimer and State of Colorado, party of the first part, and the United States of America, party of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of one (1) dollar, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part forever, all of the following described lots or parcels of land, situate, lying and being in the County of Larimer and State of Colorado, and described as follows, to-wit:

Parcel 1. The Southwest Quarter of Northwest Quarter and West half of Southwest Quarter of Section Twenty-seven (27), Township Five (5) North, Range Seventy-three (73) West, of the 6th Principal Meridian, less, however, the following described lots and parcels of land heretofore conveyed and segregated from the above described lands by the first party:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to George Matthew Adams by deed designated as Instrument No. 216185, Larimer County records, and described as follows:

Beginning at a point on the north side of the pipe line road whence the west center corner of Sec. 27, Tp. 5 N., R. 73 W. bears south 86° 28' west 410 feet, thence north 1294.5 feet, thence east 394.3 feet, thence south 1358.3 feet to a point on the north side of pipe line road, thence along the north side of the pipe line road north 78° 10' west 230 feet, thence north 84° 22' west 170 feet to the point of beginning, being a portion of the SW¼ of NW¼ and NW¼ of SW¼ of Sec. 27, Tp. 5 N., R. 73 W., and containing 11.95 acres, more or less, all bearings assumed north and south.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to W. E. Dixon by deed designated as Instrument No. 247244, Larimer County records, and described as follows:

Beginning at a point whence the E¼ corner of Sec. 28, Tp. 5 N., R. 73 W. bears north 114 feet, thence south 993.5 feet to a point on center line of the right-of-way of 60-foot road, thence in a northeasterly direction along north side of said right-of-way, the center line of which is described as follows: (From the last point above determined on the center line of the right-of-way), thence north 52° 50' east 179.3 feet, thence north 45° 54', east 312.9 feet, thence from this point on the center line of the road north 17° 46' west 219.5 feet, thence north 21° 57' west 109 feet, thence north 40° 57' west 72 feet, thence north 52° 39' west 165.8 feet, thence north 14° 59' west 112 feet, thence north 34° 14' west 105.4 feet to the place of beginning, and containing 4.28 acres, more or less.

(c) That certain piece or parcel of land conveyed by Pieter Hondius to C. Otho and Alta M. Anderson by deed designated as Instrument No. 203349, Larimer County Records, and described as follows:

Beginning at a point whence the intersection of the center lines of the High Drive and the south road of Woodland Heights Second Subdivision, a plat of record, bears north 33° 02' west 150.8 feet, thence south 62° 54' west 425 feet, thence south 38° 42' east 209.3 feet, thence north 62° 54' east 425 feet, thence north 38° 42' west 209.3 feet to point of beginning, and containing 2 acres, more or less.

(d) Those certain pieces or parcels of land and being portions of Lots 29, 30, 31 and 42 of Woodland Heights Second Subdivision, (and Lot 45 of Sunny Ridge Subdivision,) situated within the boundaries of the W½ of SW¼ of Sec. 27, Tp. 5 N., R. 73 W. NW¼

Parcel 2. West half of Northeast Quarter of Northwest Quarter of Section Thirty-four (34), Township Five (5) North, Range Seventy-three (73) West, of the 6th Principal Meridian.

The net area hereby agreed to be conveyed is approximately 122 acres, more or less. Less, however, rights-of-way for roads heretofore granted to the United States of America or the State of Colorado or the County of Larimer, State of Colorado, and any other rights of way heretofore granted, it hereby being the intention of said Pieter Hondius, party of the first part, to convey to the United States of America all of his right, title and interest of whatsoever kind that

he now owns or possesses within the boundaries of the following described lands:

SW¼ of NW¼ and W½ of SW¼ of Sec. 27 and W½ of NE¼ of NW¼ of Sec. 34, all in Twp. 5 N., R. 73 W.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part forever. And the said party of the first part for himself and his heirs, executors and administrators, does covenant, bargain and agree to and with the said party of the second part that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peaceable possession of the said party of the second part against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said party of the first part has

hereunto set his hand and seal the day and year first above written.

State of California,
COUNTY OF Riverside } ss.

On this 18th day of February, A.D., 1932., before me, Robert L. Edwards a Notary Public in and for said County and State, personally appeared Pieter Houdins (sometimes written Peter Houdins or P. Houdins), known to me, (~~or proved to me on the oath of~~.....), to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robert L. Edwards
Notary Public in and for said County and State.

My Commission expires Dec. 30-1934.

ACKNOWLEDGMENT—GENERAL—WOLCOTTS FORM 233.

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hereunto set his hand and seal the day and year first above written.

Peter Hondius (SEAL)

Signed, Sealed and Delivered in the Presence of

D. J. Solinsky Jr.

02-18-1932: letter to from national park service regarding acceptance of deed on behalf of the united states

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service

The within deed is accepted on behalf of the United States as of April 10, 1950, under the authority contained in the act of August 24, 1949 (Public Law 263, 81st Cong.), and pursuant to authority delegated by Departmental Order No. 2402, dated January 14, 1948 (13 F. R. 361).

Hillory A. Tolson

Acting Director
National Park Service

02-18-1932: pieter honduis deed

Compared

D E E D .

PIETER HONDIUS (sometimes written Peter Hondius or P. Hondius)

-to-

UNITED STATES OF AMERICA.

Dated: February 18, 1932.

STATE OF COLORADO,)
COUNTY OF LARIMER) ss.

I hereby certify that this instrument was filed for record in my office at 9 3/4 *o'clock* A.M., MAR 15 1932, *19*... *and is duly recorded in book* 623 *page* 423...

Stuvey D Stubbs
Recorder

By .....
Deputy.

Title Guaranty Company
15th. St. at Court Place.

*A I-2.00 70942 MAR 15 '32

C O N T R A C T

THIS CONTRACT, made and entered into this .....day of ..... 19.... by and between P. Hondius, party of the first part, and .....part of the second part, is upon the following terms and conditions, to-wit:

I.

This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators, or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate the same upon thirty days written notice of such election. Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons, jointly, as may be entitled to service from said plant, in which event the said users of water shall become the joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

II.

The said party of the first part hereby agrees to furnish, during the existence of this contract, an ample supply of water for domestic purposes, to be used in all cottages now constructed or hereafter to be constructed upon the following lands:.....

.....

.....

....., in Larimer County, Colorado, as well as upon other and additional land. And for supplying such water the party of the first part has laid certain water mains or may lay such mains leading from certain springs, streams and from any reservoirs which may be constructed for the purpose of storing water, as may be found necessary and determined by the party of the first part, as the increase in the number of consumers may require. Provided, however, that the expense of piping from main line to the cottages of the party of the second part including corporation cock and expansion joint and in fact all plumbing except the main line shall be borne by the party of the second part, but the party of the second part shall make no connection with the main line without the consent of the part of the first part nor extend any plumbing already made without such consen and all connections and extensions shall be made and done under the directio of the party of the first part.

III.

The party of the first part agrees to furnish a continuous flow of water for domestic purposes, subject only to inevitable accident not due to the gross negligence of the party of the first part, and subject further to the failure of the natural supply, and always subject to the rights granted in the contract dated December 2, 1910, and heretofore mentioned.

IV.

The party of the second part.....heirs, executors, administrators and assigns further definitely and expressly agree as follows:

1. That the party of the second part will place a shut-off or stop-box at some convenient place outside of each cottage and accessible to the party of the first part, and that the party of the first part is hereby given the right of ingress and egress to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

2. That all water rates herein are made payable in advance and that no person shall be entitled to water until the Rates therefor have been paid, and a request for water made directly to the party of the first part, or to such other person as he may designate.

3. That none of the users of water hereunder shall have the right to use the same for sprinkling, irrigation, nor for water motors or water power of any kind, and that no water shall be wasted in any way. That the party of the first part, or his authorized agent, shall have the right to inspect the plumbing on any premises and in any house using water for the purpose of detecting any leakage or waste of water, and that the right to use said water for domestic purposes shall not include the right to connect with barns or any other outhouse, and that in the event of leakage, waste or unauthorized use the party of the first part shall have the right to shut the water from the service pipes of the users until the proper conditions are made for authorized use only.

4. That the party of the second part,.....heirs, executors, administrators and assigns will pay as rental for the service herein agreed to be furnished the following rates:

For each cottage directly, or indirectly connected with said system the sum of.....dollars for one sink, one lavatory, one water closet and one bath tub;

For each additional water closet.....dollars;

For each additional bath tub.....dollars;

For each additional lavatory.....dollars;

All of which rates shall be for the season beginning May 1st and ending September 30th of each year, or any part thereof.

IN WITNESS WHEREOF, The parties hereto have executed this contract in duplicate the day and year first above written.

.....

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xFWD-04

June 1, 1993

ATTN: Ralph Canaday
Gina Guy
Office of the Solicitor
Rocky Mountain Region
P.O. Box 25007
Denver Federal Center
Denver, CO 80225

Dear Mr. Canaday:

The National Park Service acquired land and water rights from Pieter Hondius near the Beaver Meadow Entrance of Rocky Mountain National Park in 1932. The water right was adjudicated in 1939 and decreed uses were domestic and fire protection in the amount of 0.33 cfs. Water has been provided to approximately 120 homes located across from the main visitor center since about 1932 through the Hondius-Beaver pipeline. The right to use the water has been conveyed through a special-use permit. However, as our water systems have been coming under increasingly close scrutiny by the State Engineer, we have been evaluating the legality of uses of water outside park boundaries for water originating inside the park.

A brief summary of the issue (copy enclosed) has been prepared by our staff for your review. However, before we renew the special-use permit for the Hondius-Beaver pipeline, we request a legal opinion regarding the following questions.

1. Do the homeowners served by the pipeline have a vested right to the water that should have been recognized in the 1939 adjudication?

2. Does the National Park Service have a legal obligation to supply domestic water to the approximately 120 homes now receiving water from the pipeline?

3. If your answer to the question above is negative, does the National Park Service have a moral obligation to supply domestic water to the homes?

4. Since the homes located outside the park have been using water from Beaver Creek since about 1910, and the use has continued even though the NPS acquired the land, water rights and associated pipelines in 1932, would the present use be exempt or "grandfathered" from current laws or policies?

5. Is there any question as to who owns the diversion structure and pipelines, filtration system, etc. that are located on park lands?

6. What is the park's liability with respect to compliance with state and federal water quality and health regulations?

If you have any questions or need additional information, please call Ken Czarnowski at 586-3565, ext. 263.

Sincerely,

"Homer L. Rouse (sgd.)"

Homer L. Rouse
Superintendent

Enc.

cc:
WRD - Williams
RMR - Wise

Hondius-Beaver Pipeline

Issue: The Hondius Beaver Pipeline provides an unknown quantity of water to 4 NPS owned homes within the boundary of the park and approximately 120 homes located outside the park. Water is provided from May through September. The Upper High Drive Property Owners Association operates the water system and receives water under authority of a Special Use Permit issued annually by the Superintendent.

Issuance of a contract (special-use-permit) allowing the Association to purchase water from the park appears to be a violation of park policy and law. Compliance with state water quality standards is also in question.

Colorado Water Law:

Diversion of water through the Hondius-Beaver Pipeline is subject to administration by the State Engineer. In an April 29, 1993 phone discussion with the Water Referee, Water Division I, I was informed that the Water Commissioner put a "call on the river" which is expected to affect all diverters with a priority date junior to 1871. The Hondius-Beaver Pipeline has a priority date of June 23, 1939 with a decreed purpose of domestic use and a flow of 0.33 cfs. The NPS as owner of the water right could receive an order informing us that we are diverting out of priority and to cease diverting. However, since we have not been contacted by the Water Commissioner, I do not believe the Hondius system is being administered. Nevertheless, we do not have a plan of augmentation in place to continue diverting nor are we able to cover this use through exchange with CBT water since the use is outside the park.

Other Laws and NPS policy

The law regarding this type of diversion and sale to entities outside the park is contained in Title 16, U.S.C. para. 1a-2(e)

> The Secretary of the Interior is authorized to "enter into contracts which provide for the sale or lease to persons, States or their political subdivisions, of service, resources, of water available from within an area of the national park system, as long as such activity does not

jeopardize or unduly interfere with the primary natural and historic resource of the area involved, if such person State, or its political subdivision -

(1) provides public accommodations or services within the immediate vicinity of an area of the national Park system to persons visiting the area; and

(2) has demonstrated to the Secretary that there are no reasonable alternatives by which to acquire or perform the necessary services, resources or water.

NPS policy regarding the sale of water is found in NPS-77 which states "Owners of land or interests in land within or adjacent to parks under the NPS General Authorities Act of 1970, may be granted, by special use permit, the privilege of developing and using water or sources of water owned by the NPS only when it is administratively determined that the use of such water facilitates the management programs of the NPS. Such permits will not be issues if any other reasonable source of water is available."

The cost of the annual special-use permit is $50. This fee could be equated to the sale price of the water.

Background:

Ownership - Water rights associated with the Hondius Beaver Pipeline are owned by the United States in the amount of 0.33 cfs for domestic and fire protection purposes. The water rights were purchased from Pieter Hondius. The water rights were adjudicated in District Court, Boulder County, Water Division I, Case No. 10077 on June 23, 1939. In the above referenced case, ownership of the diversion structure is also claimed by the United States in paragraph seven which states ".....Hondius, who conveyed his claim to the water, and the portions of the said pipeline which were then upon the lands, to the United States, as appurtenances to the lands conveyed by deeds, dated the 18th day of February, 1932, and designated as instruments Nos. 390195 and 390196, Larimer County Records and filed for record on March 15, 1932 in the Office of the County Clerk and Recorder of Larimer County, State of Colorado, and recorded in book 625, pages 423 and 424."

Letter of January 22, 1958 from A. van V. Dunn, Chief Water Resources Section, to the Regional Director re Hondius-Beaver water rights "There is of course the situation that the United States will still have title

to the portions of the Hondius-Beaver pipeline on Federal land which Mr. Grove might independently use"

Memo dated 1/15/63 from Chief, Branch of Water Resources to Chief of lands..."At the time of the 1939 General Adjudication, attorneys Joseph E. Taylor and Worth Allen, Special Assistant to the Attorney General, agreed to my suggestion that the United States claim the proportion of the total right (0.33 cfs), for park use which the federally acquired land bore to the original area of Hondius, Sinclair, and Blackmaar and O.P. Low land for which water service was under contract. The federal interest was, at the time 1/3, and the decree granted a total Federal right with proof that 0.11 cfs was used on private land under contracts of Mrs. Hondius, who was then a widow."

Memo from the Field Solicitor to the Regional Solicitor dated 2/7/64 re special use permit for Hondius Pipeline.

"Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hondius contracts dated prior to 1932?"

"The answer to this question is in the negative. Since February 23, 1932, Mr. Grove has acknowledged the United States owns the pipeline and he has an existing permit for its use which does not expire until December 31, 1967. The owners of the summer homes involved have no ownership in the pipeline.

Letter of Sept. 15, 1970 from Supt. ROMO to Lisle Ware of Upper High Drive Assoc. "In the second paragraph of Mr. Hunt's letter of August 28, he refers to a release of the Federal right to 0.22 cfs of water now available to the High Drive Community to Estes Park. There may be a matter of terminology, however, it should be made clear that we cannot relinquish the Federal right, the right title and interest in the water right would remain with the Federal Government"

Letter of June 22, 1976 from Roger Contor, Supt. to Andy Anderson, High Drive Water District, " The National Park Service is the owner of both the water right and that portion of the line inside Rocky Mountain National Park."

However, in a letter of August 8, 1977 from Supt. Brooks, to William Spaller of the Hondious-Beaver Water Company, Inc. "Permission is hereby granted to replace portions of <u>your</u> pipeline" emphasis added.

Statements that indicate the NPS has an obligation to provide water to the High Drive Association.

Letter of February 19, 1958 from Supt. Lloyd to the Regional Director " Legal opinion seems unanimous that the Park Service will need to maintain such water service to established users not on Government owned land regardless of future action by present or future operators of this system"

Letter from Supt. Hanks to Regional Director, dated Sept. 25, 1962 "In acquiring the Hondius property in 1932, the United States also acquired the water rights and the distribution line to the Hondius-Beaver Pipeline within the park boundary. However, even though we are the owners of the water rights, United States Attorney Worth Allen, during an adjudication hearing prior to 1941, acknowledged that 'the Government recognizes that the users of the water for residential purposes have that right as going with the land, and that the United States took its interest in this Pipeline encumbered with that right'. Then we relinquished our right to withdraw the privileges from those individuals who were being served by subject pipeline at that time. The National Park Service then had a choice of either operating the Pipeline or permitting its operation by another party through a Special Use Permit. The latter choice was taken."

In a phone conversation on 2/28/93 with Solicitor Canaday, he is inclined to give little credence to the statement my Worth Allen. Unless the encumbrance is included in a deed of sale or in a court decree, Worth Allen or any other Government employee does not have the authority to "give away government property". Canaday want me to get a copy of the statements made by Allen for further inspection.

Memo from the Field Solicitor to the Regional Solicitor dated 2/7/64 re special use permit for Hondius Pipeline.

"Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hondius, Sinclair and Blackmar, and O.P. Low and their successors?

"The United States has no obligation to furnish water; and Mr. Grove is only obligated to the private owners to the extent he has water available."

Memo of 9/9/65 to Asst. Superintendent from Guiton Re visit by Judge Hackett regarding the Hondius-Beaver

water right. "The Judge went into the background of the Hondius system.....When he sold the water right to the government, he sold them without reservation. He had tried to reserve some rights for the pipeline, but as the rights were never adjudicated, he finally sold everything without reservation. Any statement made on any document by Hondius that owners of land along High Drive would always have water isn't worth the paper it is printed on"...."The judge and Van Dunn actually tested the line and then had to justify the amount of water used to the courts.....He maintains that because this amount was justified to the courts for High Drive uses, it will always be incumbent on us to furnish water to them. (There is a difference of opinion here between lawyers, please note)"

Letter of September 6, 1974 to Philip Richard, High Drive, from the Supt. "We do not plan to discontinue the issuance of the special use permit as long as this service is needed by a number of land owners both inside and outside the boundary of the national park."

May 5, 1976, Newsletter to Residents of High Drive Water District...The Park Service (Roger Contor) stated " We would like someone to take it over" The park bought the line from Hondius and has no intention to try to discontinue it.

In a June 4, 1976, Newsletter to Residents of High Drive Water District "The Park Service (Roger Contor) is 'politically obligated to have a water system available through the existing lines'"

Letter of June 22, 1976 from Roger Contor, Supt. to Andy Anderson, High Drive Water District, " We have recognized an obligation to permit continued use of this water until some satisfactory alternatives could be provided"

<u>Water Quality:</u>

Letter of June 22, 1976 from Roger Contor, Supt. to Andy Anderson, High Drive Water District, " The entire water system must be chlorinated because it comes from surface water sources." ...Mr. Groves is aware of inadequate chlorination. In 1974, 86% of the samples taken on the Hondious water line by the National Park Service were unsafe."

Memorandum from Facility Manager, Byrum Waller to Assistant Supt. dated April 21, 1977 reporting on a meeting re the Hondius Water System. "...requirements

for the Hondious Association to assume ownership of the water system formerly owned and operated by Bill Grove. Rocky Mountain National Park is involved in the operation since the water rights intake and approximately three and one-half miles are located on park lands." It was stated the "operation of the system would be for a limited period of 3-5 years until the city could complete plans for adding on to the city system However, Mr. Snyder (Colorado State Health Dept.) stated requirements for the system were:

1. Complete filtration system
2. Disinfection and Chlorination system
3. Water test kit for residual tests
4. Employment of a certified operator for the system

Letter of March 29, 1967 from Acting Supt. Godbolt to the County Sanitarian.. "We are aware of sanitary problems with the system and would like to discuss our mutual concerns with you prior to issuing the permit in a cooperative effort to insure a sanitary system."

Letter from Supt. Brooks to Sam Cooper, Colo Dept of Health dated March 31, 1982 "Several illnesses were filed last year by the entrance gate workers who live in the first house. The bulk were giardiasis type symptoms. The intention of the park is to safeguard health, but the present situation is out of our hands as we cannot operate or improve the water system."

Conclusions:

The United States is the owner of the water rights and diversion structures associated with the Hondius pipeline.

It does not appear that the United States has a legal obligation to provide water to landowners outside the park. Whether the park has a political or moral obligation is open to debate.

It is unclear as to whether the water system is out of compliance with State of Colorado water quality regulations.

Recommended Action:

Based on my review of the files and existing laws and NPS policies, I recommend we delay issuing the special-use permit, indefinitely.

A Solicitor's opinion regarding NPS liability for operation of the system (water quality) and any legal or moral obligation for providing water to High Drive users should be requested.

Strategy:

Our first concern should be public safety. As such the entire water system should be approved by the State of Colorado. Compliance with all State and Federal water quality rules and regulations is mandatory.

Our second concern should be compliance with regulations of the State Engineer regarding diverting out of priority. If ordered to stop diverting by the Water Commissioner through a "call on the river", we must comply.

Our third concern is with compliance with Title 16, U.S.C. para. 1a-2(e). We cannot issue a special-use permit until it is administratively determined that the use of such water facilitates the management programs of the NPS. Such permits will not be issued if any other reasonable source of water is available. This has implications to other park neighbors that have recently been denied use of park waters, i.e. Pickerell, Girl Scouts, Town of Estes Park, Estes Valley Recreation and Park District, etc.

Having recognized the above, we are still faced with the prospect of informing the homeowners on the Hondius pipeline that their water system is in jeopardy from several sources and alternatives should be considered. We must also recognize that continued operation of the pipeline using NPS water rights will have an adverse impact on park resources.

STATE OF COLORADO)
--ss
COUNTY OF BOULDER)

IN THE DISTRICT COURT
NO. 10077

IN THE MATTER OF THE ADJUDICATION)
OF PRIORITIES OF RIGHTS TO USE OF)
WATER FOR IRRIGATION AND OTHER)
BENEFICIAL PURPOSES IN WATER DIS-)
TRICT NO. 4, WATER DIVISION NO. 1,)
IN THE STATE OF COLORADO.)

TESTIMONY

July 6, 1939

Mr. Worth Allen, attorney.

STATEMENT OF CLAIM OF

THE UNITED STATES OF AMERICA

FOR THE HONDIUS BEAVER PIPELINE

Deed marked Hondius Beaver X 1 and map marked Hondius Beaver X 2 for identification.

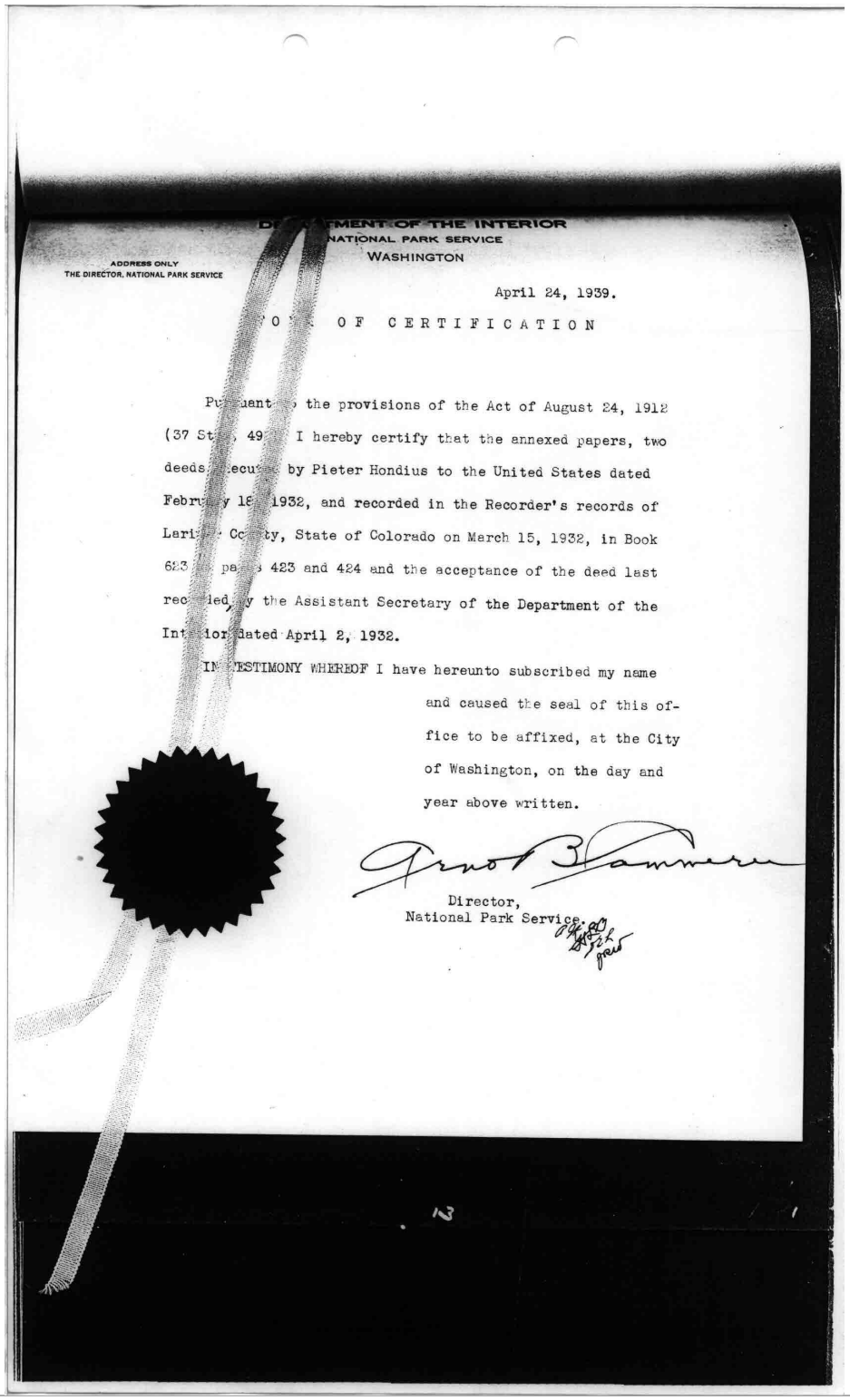
MR. ALLEN: We offer exhibit no. 1 being a deed dated February 18, 1932 in which Peter Hondius conveyed to the United States the land in question here.

THE COURT: It is received.

Said Hondius Beaver exhibit 1, having been received in evidence, is hereto attached.

Dan -
See p. 191.
Documents from State Archives.
Kan

04-24-1939: deed for pieter hondius pipeline



DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

April 24, 1939.

CERTIFICATION OF CERTIFICATION

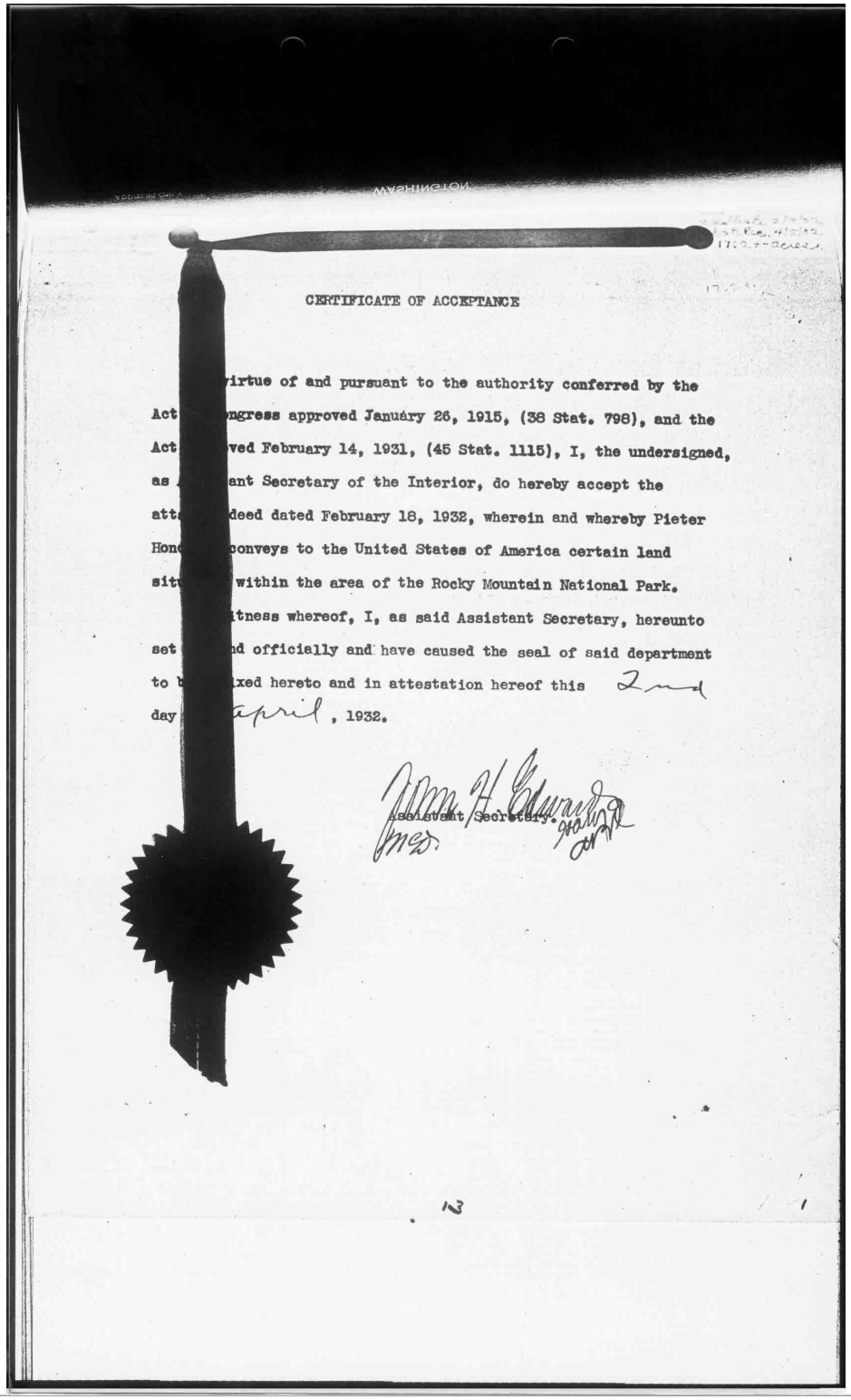
Pursuant to the provisions of the Act of August 24, 1912 (37 Stat. 497) I hereby certify that the annexed papers, two deeds executed by Pieter Hondius to the United States dated February 18, 1932, and recorded in the Recorder's records of Larimer County, State of Colorado on March 15, 1932, in Book 623 pages 423 and 424 and the acceptance of the deed last recorded by the Assistant Secretary of the Department of the Interior dated April 2, 1932.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the City of Washington, on the day and year above written.

Arno B. Cammerer

Director,
National Park Service.

00-00-0000: certificate of acceptance for pieter hindius land



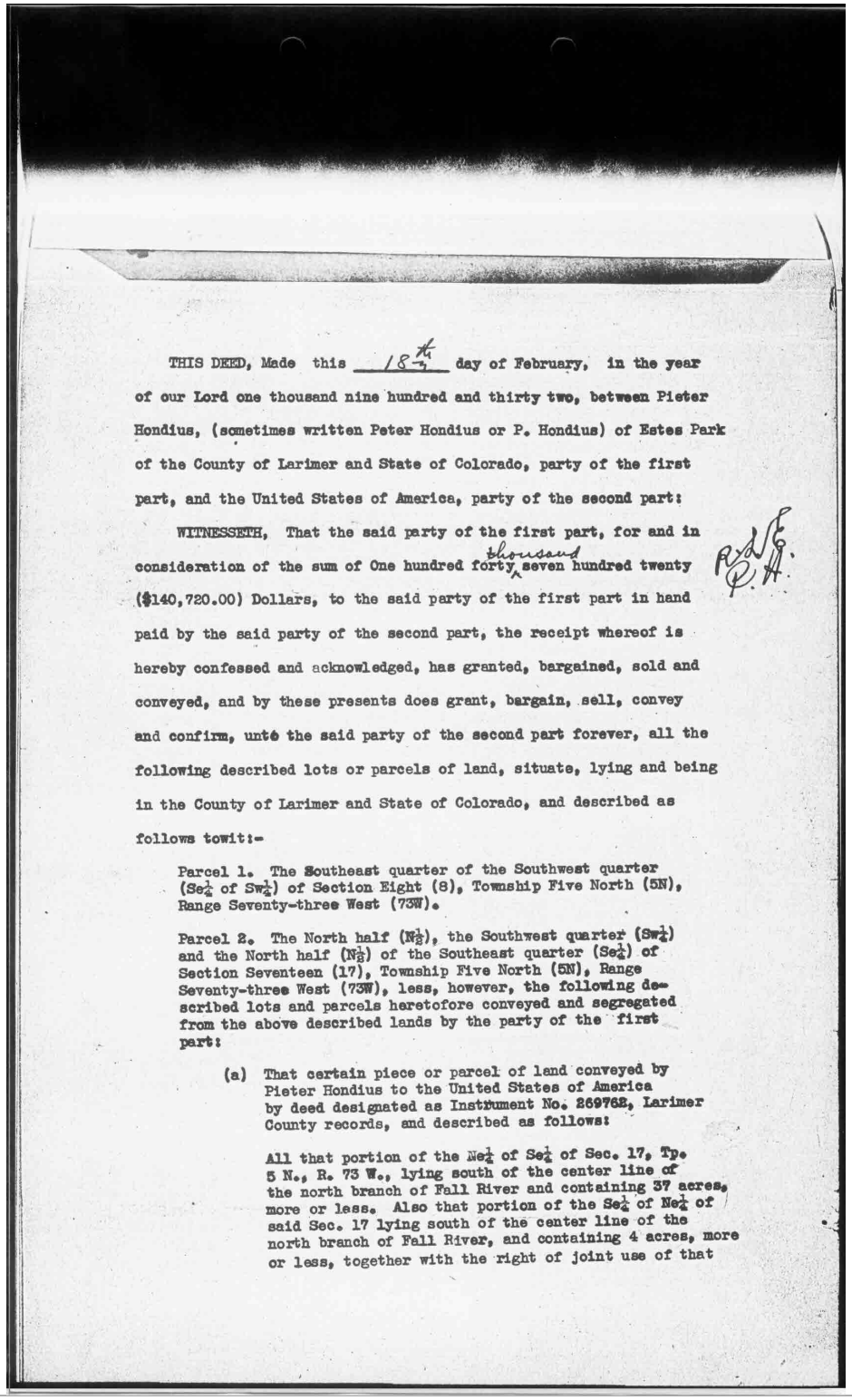
CERTIFICATE OF ACCEPTANCE

virtue of and pursuant to the authority conferred by the Act ongress approved January 26, 1915, (38 Stat. 798), and the Act ved February 14, 1931, (45 Stat. 1115), I, the undersigned, as ant Secretary of the Interior, do hereby accept the att deed dated February 18, 1932, wherein and whereby Pieter Hond conveys to the United States of America certain land sit within the area of the Rocky Mountain National Park.

itness whereof, I, as said Assistant Secretary, hereunto set nd officially and have caused the seal of said department to b ixed hereto and in attestation hereof this 2nd day April, 1932.

Assistant Secretary.

02-18-1932: deed for pieter hondius land



THIS DEED, Made this 18th day of February, in the year of our Lord one thousand nine hundred and thirty two, between Pieter Hondius, (sometimes written Peter Hondius or P. Hondius) of Estes Park of the County of Larimer and State of Colorado, party of the first part, and the 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 forty thousand seven hundred twenty ($140,720.00) Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part forever, all the following described lots or parcels of land, situate, lying and being in the County of Larimer and State of Colorado, and described as follows towit:-

P.H.

Parcel 1. The Southeast quarter of the Southwest quarter (Se¼ of Sw¼) of Section Eight (8), Township Five North (5N), Range Seventy-three West (73W).

Parcel 2. The North half (N½), the Southwest quarter (Sw¼) and the North half (N½) of the Southeast quarter (Se¼) of Section Seventeen (17), Township Five North (5N), Range Seventy-three West (73W), less, however, the following described lots and parcels heretofore conveyed and segregated from the above described lands by the party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to the United States of America by deed designated as Instrument No. 269762, Larimer County records, and described as follows:

All that portion of the Ne¼ of Se¼ of Sec. 17, Tp. 5 N., R. 73 W., lying south of the center line of the north branch of Fall River and containing 37 acres, more or less. Also that portion of the Se¼ of Ne¼ of said Sec. 17 lying south of the center line of the north branch of Fall River, and containing 4 acres, more or less, together with the right of joint use of that

certain right-of-way for road purposes from the main road to the above described tract over and across that portion of the Se¼ of Ne¼ and Ne¼ of Se¼ of said Sec. 17, as described in and in accordance with agreement between C. A.Carlton and Pieter Hondius as recorded in Book 473 at page 162 of the public records of said Larimer County, and together with the right to lay, maintain and operate a pipe line across the Nw¼ of Se¼ of said section for the purpose of supplying the above described tract with water. It being the grantor's intention to allow grantee the joint use of such right-of-way as he owns and nothing more. There is hereby expressly reserved a right-of-way for road purposes over and across the premises herein conveyed for the grantor, his heirs and assigns from and to lands of the grantor lying west and southwest of said described premises.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to one Carlton by deed designated as Instrument No. 188941, Larimer County Records, and described as follows:

Beginning at the east center corner, Sec. 17, Tp. 5 N., R. 73 W., thence North 970 feet, thence south 73° 05' west 150 feet, thence south 22° 58' west 227.2 feet to center line of county road, thence north 72° 39' west 160 feet, thence north 43° 50' west 155 feet, thence north 62° 08' west 125 feet, thence north 71° 25' west 210 feet, thence south 58° 15' west 35 feet, thence south 3° 48' east 90 feet, thence south 36° 27' west 187 feet, thence north 77° 03' west 100 feet, thence south 89° 28' west 55 feet, thence south 65° 27' west 229.3 feet, thence leaving said county road south 0° 08' west 325 feet to a point in the center line of the north branch of Fall River, thence southeasterly along the center line of said river to a point on section line between Sections 16 and 17; thence northerly along said section line 310 feet to the point of beginning, and containing 24.19 acres, more or less.

(c) That certain piece or parcel of land conveyed by Pieter Hondius to Lucinda Halsey by deed designated as Instrument No. 181727, Larimer County records, and described as follows:

Beginning at a point in the center line of Fall River whence the center corner of Sec. 17, Tp. 5 N., R. 73 W., bears north 0° 17' east 66 feet, thence north 0° 17' east 66 feet to center of said section 17; thence north 0° 17' east 849 feet, thence south 87° 42' east 312 feet, thence south 66° 47' east 140 feet to the center line of the Highdrive; thence along the center line of the Highdrive south 64° 40' east 380 feet; thence south 81° 46' east 100 feet, thence north 72° 04' east 150 feet, thence north 86° 33' east 200 feet, thence north 70° 03' east 61 feet to the line between the Sw¼ of Ne¼ and the Se¼ of Ne¼ of Sec. 17, thence south 0° 08' west 325

feet to the center line of Fall River, thence along the center line of Fall River in a southwesterly direction to the point of beginning, and containing 16.8 acres, subject to right-of-way of Highdrive.

(d) That certain piece or parcel of land conveyed by Pieter Hondius to the precedessors in interest of Anna May Derby as set forth in the Larimer County records, and described as follows:

Beginning at the center corner of said Section 17, Tp. 5 N., R. 73 W., thence north 0° 17' east 1166.5 feet, thence south 87° 42' west 248.5 feet, thence north 68° 03' west 290 feet, thence north 56° 09' west 108 feet, thence north 78° 21' west 539.1 feet, thence south 86° 44' west 170 feet, thence south 0° 44' west 1052.2 feet, thence south 62° 59' west 207 feet, thence south 85° 11' west 125.2 feet, thence south 0° 44' west 112 feet, to the center of Fall River, thence easterly down along the center line of said river to a point whence the place of beginning bears north 0° 17' east 79 feet, thence to the place of beginning, and containing 43.7 acres, more or less. The line joining the center corner and the N¼ corner of said Sec.17 was assumed as bearing north 0° 17' east to correspond with description of adjoining property, and all bearings are relative thereto.

Parcel 3. The South half (S½) of the Northeast quarter (Ne¼); Lots (1) and (2) or West half of Northwest quarter (W½ of Nw¼); Southeast quarter of Northwest quarter (Se¼ of Nw¼); Northeast quarter of Southwest quarter (Ne¼ of Sw¼); North half of Southeast quarter (N½ of Se¼) and Southeast quarter of Southeast quarter (Se¼ of Se¼) of Section Eighteen (18), Township Five North (5N), Range Seventy-three West (73W).

Parcel 4. The Northwest quarter of the Northwest quarter (Nw¼ of the Nw¼) and Southwest quarter of Southeast quarter (Sw¼ of Se¼) of Section Twenty (20), Township Five North (5N), Range Seventy-three West (73W).

Parcel 5. The Southeast quarter of Northeast quarter (Se¼ of Ne¼); Southwest quarter (Sw¼); South half of Southeast quarter (S½ of Se¼), and that portion of the Northeast quarter of Southeast quarter (Ne¼ of Se¼), all in Section twenty-eight (28), Township Five North (5N), Range Seventy-three West (73W), described as follows:

All that portion of the Ne¼ of Se¼ of said Sec. 28 lying south and southerly of the center of a public road known as Highdrive, and particularly described as:

Beginning at the Se corner of the Ne¼ of Se¼ of Sec. 28, thence south 86° 47' West 179.9 feet to the center of the Highdrive Road, thence north 36° 7' east 304.9 feet along the center line of said road, thence south

235.1 feet to the place of beginning and containing 0.49 acres, more or less. Less, however, the following described lots and parcels heretofore conveyed and segregated from the above described lands by the party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to W. E. Dixon by deeds designated as Instruments Nos. 247244 and 357603, Larimer County records, and described as follows:

All that portion of the Se¼ of the Se¼ of said Sec. 28 lying north and northerly of the center of a public road known as the Highdrive as the same is now established and traveled. Said tract being particularly described as follows:

Beginning at a point whence the Se corner of the Ne¼ of the Se¼ of said Sec. 28 bears north 86° 47' east 1251 feet, thence south 0° 1' west 374.9 feet to center line of right of way of 60-foot road; thence northeasterly along the north boundary of said right-of-way, the center line of which is described as follows: (From the last point above determined on the center line of the right-of-way), thence north 80° 57' east 513.2 feet, thence north 45° 10' east 225.1 feet, thence north 57° 25' east 123.9 feet, thence south 72° 59' east 152.4 feet, thence north 40° 12' east 225.3 feet, thence from this point on the center line of the road south 86° 47' west 1071.1 feet to place of beginning, and containing 5.14 acres, more or less, but, however, less any of the above described land situated within the boundary of the Sw¼ of Se¼ of said Sec. 28.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to Mary D. Mason and designated as Lot 58 of the Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 2.03 acres, more or less.

(c) Those certain pieces or parcels of land conveyed by Pieter Hondius to Philip Mechem and designated as Lots 62, 63 and 64 of the Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 4.06 acres, more or less.

(d) That certain piece or parcel of land conveyed by Pieter Hondius to P. J. Fitzgerald and designated as Lot 45 of Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 10 acres, more or less.

(e) Those certain pieces or parcels of land conveyed by Pieter Hondius to Theodore S. Huntington and Mary E. Huntington by deeds designated as Instruments Nos. 244407 and 244408, Larimer County records, and described as follows:

Commencing at a point from whence the S¼ corner of said Sec. 28 bears south 43° 37' east 1583 feet, thence north 15° 31' east 500 feet, thence north 74° 16' west 150 feet, thence south 15° 26' west 488.5 feet, thence south 89° 45' east 150 feet to the place of beginning and containing 1.7 acres, more or less.

Also commencing at a point from whence the S¼ corner of said Sec. 28 bears south 29° 46' east 1095 feet, thence north 74° 58' west 264.2 feet, thence north 66° 33' west 320 feet, thence north 15° 31' east 500 feet, thence south 81° 43' east 175.6 feet, thence north 86° 02' east 159 feet, thence south 62° 26' east 147.7 feet, thence south 5° 04' west 607 feet to the place of beginning and containing 7 acres, more or less.

(f) Those certain pieces or parcels of land conveyed by Pieter Hondius to E. Tyler Smith by deeds designated as Instruments Nos. 202313 and 243775, Larimer County records, and described as follows:

Beginning at a point on the north side of the Highdrive whence the S¼ corner of said Sec. 28 bears south 7° 01' east 908.3 feet, thence along the north side of the Highdrive south 80° 50' west 60.1 feet, thence south 77° 42' west 45 feet, thence north 88° 13' west 140.2 feet, thence north 78° 06' west 102 feet, thence leaving the north side of Highdrive north 2° 30' east 650 feet to the south side of the pipe line road, thence along the south side of the pipe line road north 88° 06' east 100 feet, thence south 79° 42' east 150 feet, thence south 89° 27' east 94.9 feet, thence leaving the pipe line road south 2° 30' west 631.5 feet to the point of beginning, and containing 5.13 acres more or less.

Also commencing at a point whence the S¼ corner of said Sec. 28 bears south 29° 46' east 1095 feet, thence north 5° 04' east 607 feet, thence north 89° 10' east 65 feet, thence south 2° 30' west 650 feet, thence north 64° 23' west 100 feet to the place of beginning and containing 1.1 acres, more or less.

(g) That certain piece or parcel of land conveyed by Pieter Hondius to Ethel B. Ridenour by deed dated September 17, 1919 and recorded October 29, 1919, in Book 395 at page 255, Larimer County records, and described as follows:

Beginning at a point whence the Ne corner of Se¼ of Se¼ of Sec. 28 bears north 86° 47' east 1474.9 feet, thence south 337 feet to a point on the north side of the Highdrive, thence along the north side of the Highdrive south

81° 44' west 154 feet, thence south 87° 47' west 100 feet, thence leaving the north side of the Highdrive north 349.7 feet, thence north 86° 47' east 252.7 feet to the point of beginning, and containing 2 acres, more or less. (The line adjoining the east quarter corner and the southeast corner of Sec. 28 was assumed north and south and all bearings were taken relative thereto).

Parcel 6. Northwest quarter of Northeast quarter (Nw¼ of Ne¼); South half of Northeast quarter (S½ of Ne¼); South half of Northwest quarter (S½ of Nw¼); North half of Southwest quarter (N½ of Sw¼) and Southeast quarter (Se¼) of Section twenty-nine (29), Township Five North (5N), Range Seventy-three West (73W).

Parcel 7. South half of Northeast quarter (S½ of Ne¼) and North half of Southeast quarter (N½ of Se¼) of Section Thirty (30), Township Five North (5N), Range Seventy-three West (73W).

Parcel 8. North half of Northeast quarter (N½ of Ne¼) of Section 13, Township Five North (5N), Range Seventy-four West (74W). Less, however, the following described lots and parcels heretofore conveyed and segregated from the above described land by party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to Eleanor Hondius by deed designated as Instrument No. 258665, Larimer County records, and described as follows:

All that portion of the N½ of the Ne¼ of said Sec. 13 lying and being situated south or southerly of the center line of Fall River, said center line being determined by the present course of said Fall River and described as follows:

Beginning at a point on the township line between Ranges 73 and 74 and from which the Ne corner of said Sec. 13 bears north 875.5 feet, said point being also in the center line of Fall River, thence westerly along said center line as follows: North 62° 09' east 40.3 feet, thence south 40° 45' west 96.4 feet, thence north 71° 33' west 61.9 feet, thence north 7° 33' west 148.1 feet, thence north 89° 48' west 50.7 feet, thence north 30° 18' west 82 feet, thence north 52° 10' west 238.2 feet, thence north 22° 15' west 118.8 feet, thence north 67° 15' west 129.8 feet, thence south 52° 18' west 199.6 feet, thence south 12° 59' east 89.6 feet, thence south 34° 46' east 119.8 feet, thence north 77° 30' west 134.9 feet, thence south 30° 44' west 115 feet, thence north 61° 16' west 199.1 feet, thence south 33° 10' west 242.2 feet, thence north 27° 12' west 49.9 feet, thence north 24° 36' east 67.1 feet, thence north 32° 22' west 112.4

feet, thence south 41° 04' west 90.3 feet, thence south 11° 53' west 67.3 feet, thence south 68° 15' west 275.7 feet, thence north 25° 15' west 152 feet, thence south 72° 15' west 131.6 feet, thence south 44° 55' west 76.8 feet, thence north 65° 39' west 98.6 feet, thence north 41° 46' east 120.2 feet, thence north 9° 51' west 62.5 feet, thence south 87° 13' west 64.6 feet, thence south 25° 43' west 131.1 feet, thence north 37° 51' west 72.5 feet, thence north 12° 25' east 125.1 feet, thence north 62° 42' west 73.9 feet, thence south 30° 33' west 113 feet, thence north 60° 29' west 93.7 feet, thence north 35° 38' east 132.8 feet, thence north 45° 47' west 86.3 feet, thence south 81° 03' west 84.9 feet, thence south 4° 10' east 101.5 feet, thence north 75° 40' west 109.5 feet, thence north 10° 20' east 97.3 feet, thence north 20° 24' east 105.2 feet, thence north 78° 09' west 99.7 feet, thence south 34° 56' west 74.9 feet, thence south 22° 52' east 116.7 feet, thence south 88° 57' west 131.7 feet, thence north 66° 51' west 155 feet, to the intersection of this center line with the west line of the said Nw¼ of Ne¼ of said Sec. 13, and containing 41.19 acres, more or less.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to Minnie E. March by deed designated as Instrument No. 257198, Larimer County records, and described as follows:

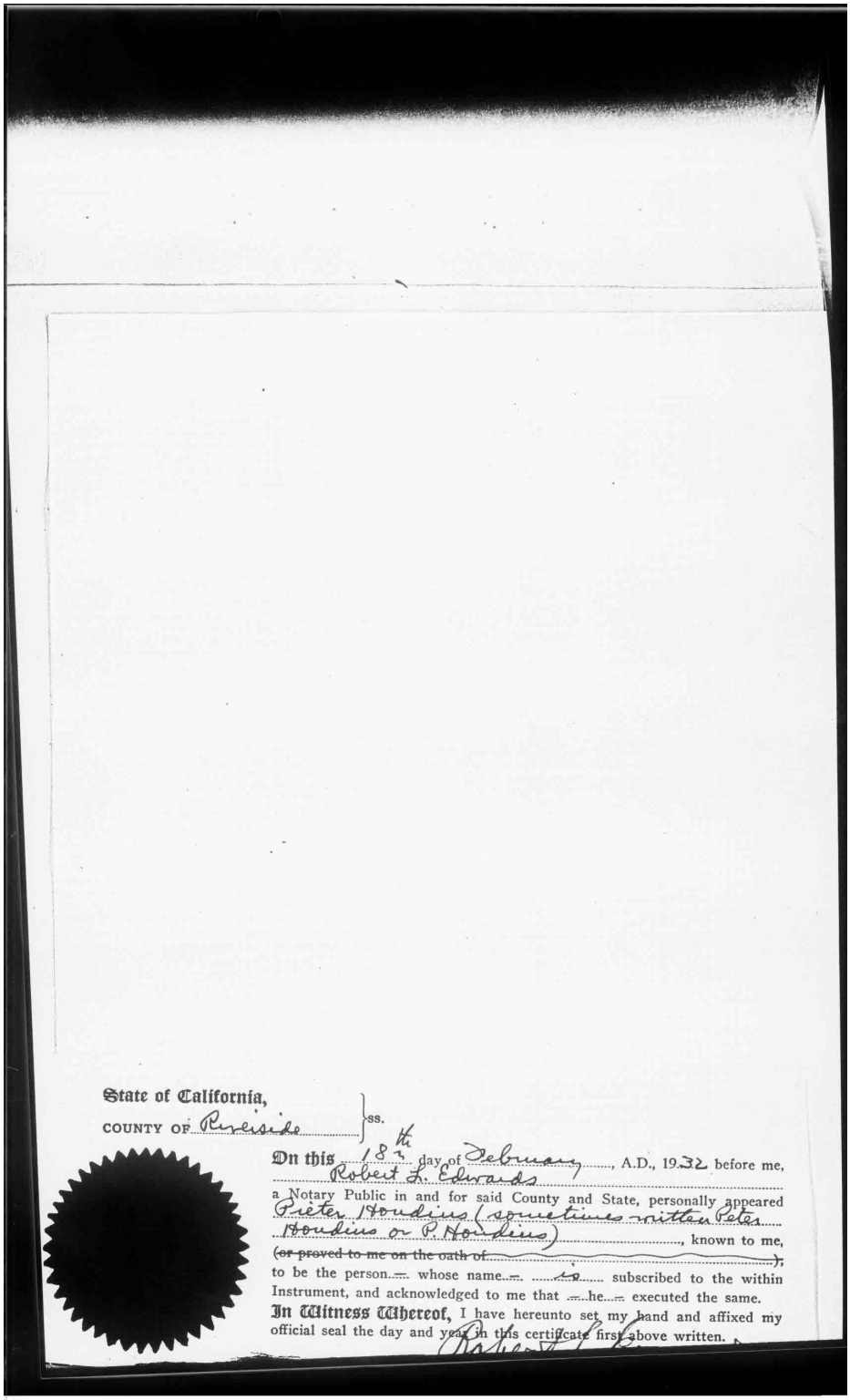
That portion of the N½ of the Ne¼ of Sec. 13, described as follows:

Beginning at a point on the section line between Sections 12 and 13 and from whence the Ne corner of said Sec. 13 bears north 89° 46' east 773.6 feet, said point being also situated on the south side of the right-of-way of the Fall River Road, thence south 49° 12' east 432.5 feet along the south side of right-of-way, thence south 22° 24' west 159.6 feet to a point in the center of Fall River, thence westerly along the center line of the present course of Fall River, said center line being determined by courses and distances as follows:
(From the point last above mentioned), thence north 67° 15' west 129.8 feet, thence south 52° 18' west 199.6 feet, thence south 12° 59' east 89.6 feet, thence south 34° 46' east 119.8 feet, thence north 77° 30' west 134.9 feet, thence south 30° 44' west 115 feet, thence north 61° 16' west 199.1 feet, thence south 33° 10' west 242.2 feet, thence north 27° 12' west 49.9 feet, thence north 24° 36' east 67.1 feet, thence north 32° 22' west 112.4 feet, thence south 41° 04' west 90.3 feet, thence south 11° 53' west 67.3 feet, thence south 68° 15' west 275.7 feet, thence north 25° 15' west 152 feet, thence south 72° 15' west 131.6 feet, thence south 44° 55' west 76.8 feet, thence north 65° 39' west 98.6 feet, thence north 41° 46' east 120.2 feet, thence north 9° 51' west 62.5

feet, thence south 87° 13' west 64.6 feet, thence south 25° 43' west 131.1 feet, thence north 37° 51' west 72.5 feet, thence north 12° 25' east 125.1 feet, thence north 62° 42' west 73.9 feet, thence south 30° 33' west 113 feet, thence north 60° 29' west 93.7 feet, thence north 35° 38' east 132.8 feet, thence north 45° 47' west 86.3 feet, thence south 81° 03' west 84.9 feet, thence south 4° 10' east 101.5 feet, thence north 75° 40' west 109.5 feet, thence north 10° 20' east 97.3 feet, thence north 20° 24' east 105.2 feet, thence north 78° 09' west 99.7 feet, thence south 34° 56' west 74.9 feet, thence south 22° 52' east 116.7 feet, thence south 88° 57' west 131.3 feet, thence north 66° 51' west 155 feet to the point of intersection of this center line with the west line of the $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of said Sec. 13; thence from this point of intersection north 0° 36' west 431.8 feet to the $N\frac{1}{4}$ corner of said Sec. 13, thence along the said section line between Sections 12 and 13 north 89° 46' east 1886.4 feet to the place of beginning, and containing 29.84 acres, more or less.

All of the foregoing lands are in Township Five North (5N), Ranges Seventy-three (73) and Seventy-four (74) West of the Sixth (6th) Principal Meridian, Colorado. The net area hereby agreed to be conveyed is approximately 1,762 acres, more or less. Less, however, rights-of-way for roads heretofore granted to the United States of America or the State of Colorado, or the County of Larimer, State of Colorado, and also right-of-way granted to the Estes Park Electric and Power Company for so-called Cascade Pipe line, and any other rights-of-way heretofore granted, it hereby being the intention of said Pieter Hondius, party of the first part, to convey to the United States of America all his right, title and interest of whatsoever kind that he now owns or possesses within the boundaries of the following described lands:

$SE\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 8; $N\frac{1}{2}$; $SW\frac{1}{4}$ and $N\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 17; $S\frac{1}{2}$ of $NE\frac{1}{4}$; Lots 1 and 2 of $W\frac{1}{2}$ of $NW\frac{1}{4}$; $SE\frac{1}{4}$ of $NW\frac{1}{4}$; $NE\frac{1}{4}$ of $SW\frac{1}{4}$ $N\frac{1}{2}$ of $SE\frac{1}{4}$ and $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 18; $NW\frac{1}{4}$ of $NW\frac{1}{4}$ and $SW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 20; $SE\frac{1}{4}$ of $NE\frac{1}{4}$; $SW\frac{1}{4}$; $NE\frac{1}{4}$ of $SE\frac{1}{4}$ and $S\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 28; $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $S\frac{1}{2}$ of $NE\frac{1}{4}$; $S\frac{1}{2}$ of $NW\frac{1}{4}$; $N\frac{1}{2}$ of $SW\frac{1}{4}$; and $SE\frac{1}{4}$ of Section 29; $S\frac{1}{2}$ of $NE\frac{1}{4}$ and $N\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 30; all in Tp. 5 N., R. 73 W., $N\frac{1}{2}$ of $NE\frac{1}{4}$ of Section 13 in Tp. 5 N., R. 74 W., all relating to the 6th Principal Meridian, Colorado.



State of California,
COUNTY OF Riverside } ss.

On this 18th day of February, A.D., 19.32 before me,
Robert L. Edwards
a Notary Public in and for said County and State, personally appeared
Pieter Houdius (sometimes written Pates Boudius or P. Houdius), known to me,
~~(or proved to me on the oath of .....)~~;
to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part. And the said party of the first part, for himself and his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peacable possession of the said party of the second part, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

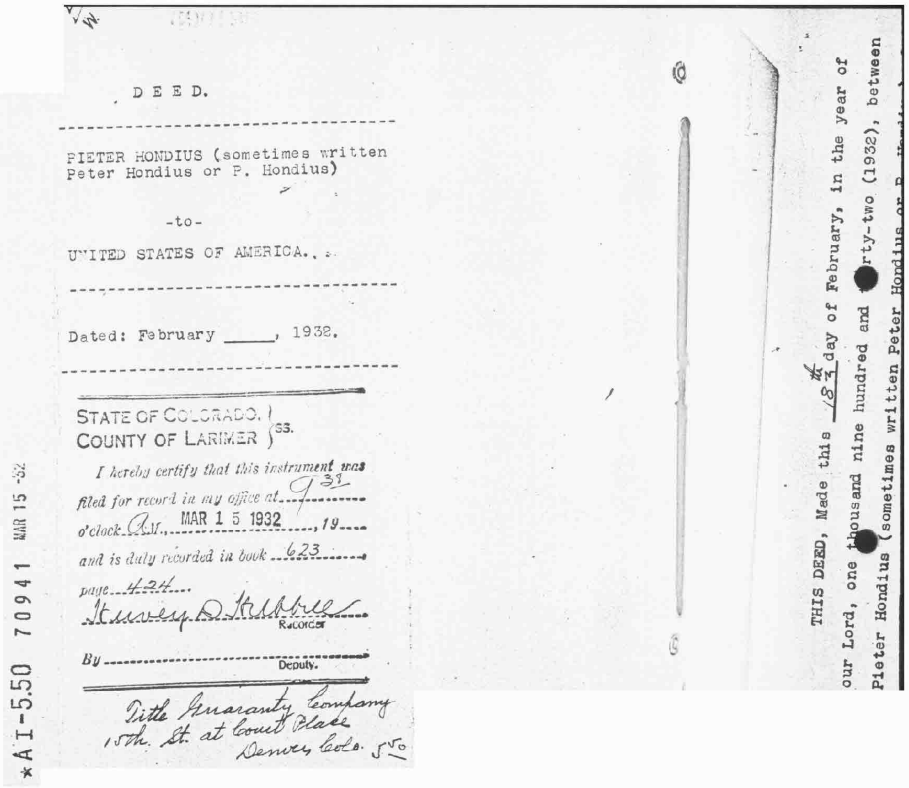
Signed, Sealed and Delivered in the Presence of

Peter Hondius (SEAL)

D J Swinks Jr.

2 L.S.

03-15-1932: pieter hondius deed filed



D E E D.

PIETER HONDIUS (sometimes written Peter Hondius or P. Hondius)

-to-

UNITED STATES OF AMERICA.

Dated: February ____, 1932.

STATE OF COLORADO,)
COUNTY OF LARIMER) ss.

I hereby certify that this instrument was filed for record in my office at 9 39 o'clock A.M., MAR 15 1932, 19..., and is duly recorded in book 623, page 424.

Witness my hand and seal.

Recorder

By ..... Deputy.

Title Guaranty Company
15th. St. at Court Place
Denver, Colo.

*AI-5.50 70941 MAR 15 '32

THIS DEED, Made this 8th day of February, in the year of our Lord, one thousand nine hundred and thirty-two (1932), between Pieter Hondius (sometimes written Peter Hondius or P.

02-18-1932: description of deed

THIS DEED, Made this 18th day of February, in the year of our Lord, one thousand nine hundred and thirty-two (1932), between Pieter Hondius (sometimes written Peter Hondius or P. Hondius), of Estes Park, of the County of Larimer and State of Colorado, party of the first part, and the United States of America, party of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of one (1) dollar, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part forever, all of the following described lots or parcels of land, situate, lying and being in the County of Larimer and State of Colorado, and described as follows, to-wit:

Parcel 1. The Southwest Quarter of Northwest Quarter and West half of Southwest Quarter of Section Twenty-seven (27), Township Five (5) North, Range Seventy-three (73) West, of the 6th Principal Meridian, less, however, the following described lots and parcels of land heretofore conveyed and segregated from the above described lands by the first party:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to George Matthew Adams by deed designated as Instrument No. 216185, Larimer County records, and described as follows:

Beginning at a point on the north side of the pipe line road whence the west center corner of Sec. 27, Tp. 5 N., R. 73 W. bears south 86° 28' west 410 feet, thence north 1294.5 feet, thence east 394.3 feet, thence south 1358.3 feet to a point on the north side of pipe line road, thence along the north side of the pipe line road north 78° 10' west 230 feet, thence north 84° 22' west 170 feet to the point of beginning, being a portion of the SW¼ of NW¼ and NW¼ of SW¼ of Sec. 27, Tp. 5 N., R. 73 W., and containing 11.95 acres, more or less, all bearings assumed north and south.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to W. E. Dixon by deed designated as Instrument No. 247244, Larimer County records, and described as follows:

Beginning at a point whence the E¼ corner of Sec. 28, Tp. 5 N., R. 73 W. bears north 114 feet, thence south 993.5 feet to a point on center line of the right-of-way of 60-foot road, thence in a northeasterly direction along north side of said right-of-way, the center line of which is described as follows: (From the last point above determined on the center line of the right-of-way), thence north 52° 50' east 179.3 feet, thence north 45° 54', east 312.9 feet, thence from this point on the center line of the road north 17° 46' west 219.5 feet, thence north 21° 57' west 109 feet, thence north 40° 57' west 72 feet, thence north 52° 39' west 165.8 feet, thence north 14° 59' west 112 feet, thence north 34° 14' west 105.4 feet to the place of beginning, and containing 4.28 acres, more or less.

(c) That certain piece or parcel of land conveyed by Pieter Hondius to C. Otho and Alta M. Anderson by deed designated as Instrument No. 203349, Larimer County Records, and described as follows:

Beginning at a point whence the intersection of the center lines of the High Drive and the south road of Woodland Heights Second Subdivision, a plat of record, bears north 33° 02' west 150.8 feet, thence south 62° 54' west 425 feet, thence south 38° 42' east 209.3 feet, thence north 62° 54' east 425 feet, thence north 38° 42' west 209.3 feet to point of beginning, and containing 2 acres, more or less.

(d) Those certain pieces or parcels of land and being portions of Lots 29, 30, 31 and 42 of Woodland Heights Second Subdivision, (and Lot 45 of Sunny Ridge Subdivision,) situated within the boundaries of the W½ of SW¼ of Sec. 27, Tp. 5 N., R. 73 W. NW¼

Parcel 2. West half of Northeast Quarter of Northwest Quarter of Section Thirty-four (34), Township Five (5) North, Range Seventy-three (73) West, of the 6th Principal Meridian.

The net area hereby agreed to be conveyed is approximately 122 acres, more or less. Less, however, rights-of-way for roads heretofore granted to the United States of America or the State of Colorado or the County of Larimer, State of Colorado, and any other rights of way heretofore granted, it hereby being the intention of said Pieter Hondius, party of the first part, to convey to the United States of America all of his right, title and interest of whatsoever kind that

he now owns or possesses within the boundaries of the following described lands:

SW¼ of NW¼ and W½ of SW¼ of Sec. 27 and W½ of NE¼ of NW¼ of Sec. 34, all in Twp. 5 N., R. 73 W.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part forever. And the said party of the first part for himself and his heirs, executors and administrators, does covenant, bargain and agree to and with the said party of the second part that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peaceable possession of the said party of the second part against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said party of the first part has

State of California,
COUNTY OF Riverside } ss.

On this 18th day of February, A.D., 1932., before me,
Robert L. Edwards
a Notary Public in and for said County and State, personally appeared
Pieter Houdies (sometimes written Petes Houdies or P Houdies), known to me,
(or proved to me on the oath of), to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

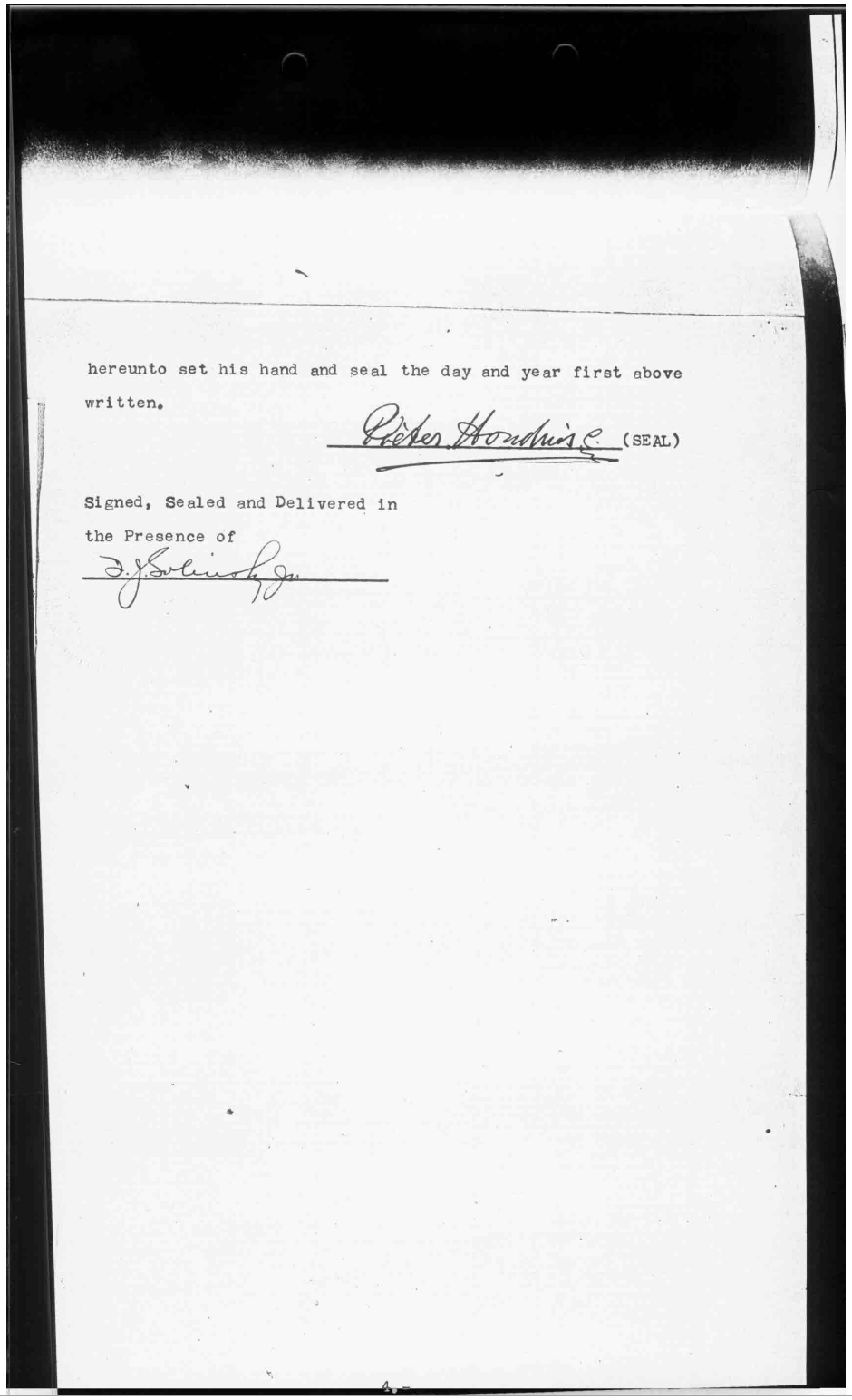
In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robert L. Edwards
Notary Public in and for said County and State.

My Commission expires Dec. 30-1934.

ACKNOWLEDGMENT—GENERAL—WOLCOTTS FORM 233.

10 16



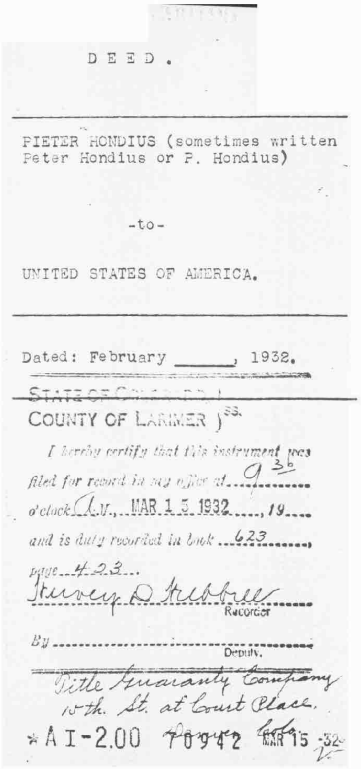
hereunto set his hand and seal the day and year first above written.

Peter Hondius Jr. (SEAL)

Signed, Sealed and Delivered in the Presence of

D. J. Sobieski Jr.

02-18-1932: record of filed pieter hondius deed



DEED.

PIETER HONDIUS (sometimes written Peter Hondius or P. Hondius)

-to-

UNITED STATES OF AMERICA.

Dated: February _____, 1932.

STATE OF COLORADO)
COUNTY OF LARIMER) ss.

I hereby certify that this instrument was filed for record in my office at 9 36 o'clock A.M., MAR 15 1932, 19..., and is duly recorded in book 623, page 423.

Harvey D. Hilbert
Recorder

By .....
Deputy.

Title Guaranty Company
10th. St. at Court Place.

*AI-2.00 70942 MAR 15 -32

year E. X. GLOVER, called as a witness for the claimant, being first duly sworn, on oath testified as follows:

DIRECT EXAMINATION BY MR. ALLEN:

Q Now, Mr. Glover, will you state your full name, residence and occupation? A E. X. Glover.

Q You reside in Estes Park? A Yes, sir, in the summer time.

Q And how long have you been familiar with the Estes Park area particularly the land in question here where the Peter Hondius or Hondius Beaver pipeline is located? A About thirty-three or four years.

Q How long? A Thirty-three or four years.

Q Will you state, Mr. Glover, whether you were present at the location of the Hondius Beaver pipeline when the same was being constructed? A The first construction I missed, but after that I was there.

Q And what year was that you saw the latter part of the construction carried on on that pipeline? A The latter half of it you mean?

Q The part that you saw being constructed? A That was from the--I don't know what they call it, reservoir no. 2 I think it is on the edge of Deer mountain, from there on out to the end of the outlet I helped build.

Q What year was that? A If I ain't mistaken, it was 1908, either 7 or 8, but that was started in 1906.

Q 1906? A Yes, the pipeline started in 1906.

Q I want to get whatever the facts are. The notes I have taken from you stated you knew of the addition to the pipeline in 1907? A Yes, I helped on it in 1907.

Q And that was a later addition which had been started the

year before? A Yes, sir.

Q What connection did you have with the pipeline, Mr. Glover, were you associated or employed by Mr. Hondius? A After the water line was put in, I collected the water rent for Mr. Hondius from that day until the day he died.

Q That was in '34, was it not, his death? A '33 or 4, I am not positive.

Q And that work of collecting the rent on the line dated from what year would you say, was it completed in 1907 or 8? A 8 it was completed, in 7, completed in 8 and I run it down to our house in 9.

Q In 9? A Yes, sir.

Q So your work began in 1906, you saw the additions made in 1907 and it was completed in 1908? A Yes, sir.

Q What was the purpose of putting in this pipeline? A To supply water for the people that was coming in there buying summer residences or land and putting up summer cabins for vacation.

Q How many cabins would you say were in that area now? A About one hundred sixty-five.

Q And the number has been gradually increased since 1907? A Yes, sir.

Q Or 8? A There was only thirty-three in there when it was started.

Q How many subdivisions did he have under this system? A I am not sure whether it was three or four.

Q At any rate it was a large area of land which he intended to subdivide, did subdivide and sell lots on? A Yes, and I sold lots for him, from one to a half dozen.

Q Mrs. Hondius, his widow, owns all of that land now except

the portion of it that was sold to the United States, does she not, I mean the unsold lots? A Well, there is very few of them.

Q Very few that are sold? A In our area.

Q What do you mean by our? A The hillside that we live on.

Q You don't know about the other parts of it? A Well, --

Q (Interrupting) Are you familiar with all the remaining portions of the Hondius subdivision? A I think so.

Q You think most of it has been sold? A Absolutely.

Q And what arrangement was entered into by Mr. Hondius later by Mrs. Hondius with reference to the water for the people to whom the lots were sold, didn't they enter into a contract with them to furnish them water? A Yes.

Q Was that a written contract? A Yes, sir.

Q And those people have been supplied with water under this system continuously since the system was built to the present time, have they not? A Yes, sir.

MR. ALLEN: I might say, your Honor, that the United States takes the position that these people are all entitled to the water and they have got their part of the land upon which a large part of the land is located incumbered with this burden and I submitted the statement of claim to Judge Stover and it is agreeable to both him and his client, Mrs. Hondius. I think that's all with this witness.

JOHN ADAMS, called as a witness for the claimant, being first duly sworn, on oath testified as follows:

DIRECT EXAMINATION BY MR. ALLEN:

Q Your name again please, Mr. Adams? A John Adams.

Q You reside in Estes Park? A Yes, sir.

Q How long did you say you had been there? A Fifty years

on the 11th of July this month.

Q In what year did you begin working for Peter Hondius? A Well, I don't know exactly, but I have worked for him more or less soon after he arrived in the park.

Q And when was that? A Well, I just don't know, but it has been a long time ago.

Q The notes I made stated 1902? A Yes, I think so, yes.

Q Now, do you know when the construction of the Hondius Beaver pipeline was begun? A Well, I couldn't say exactly, but I would say around 1906 or 7 probably in the fall of the year. As I know they was a first division, probably about a mile constructed of two inch pipe, and a young fellow used to come to the park by the name of Dustin and he had this contract of building this pipeline, and then it was extended--can I answer in just a general way?

Q Yes, go ahead and tell what you know about the extension. A Well, it was built about a mile I would say to the--and the water was taken out then of what they call the Gilbert spring, there was a spring there and that was the end of the construction for a time, and more houses being built, more demand for water, then the line was extended and it was extended probably another mile, and as more houses were built and more demand for water was again extended clear up to the end of the pipeline. Now, that was just a few years before Mr. Hondius sold out to the government.

Q Mr. Glover stated he thought the work began in 1906, he observed the continuation in the summer of 1907. What would you say about the year 1906, would you say that it was earlier or later? A Well, I don't know, I don't think it is very much probably out of the way.

Q You are not absolutely positive about that? A No, sir.
Q Has the system been continuously used since it was first put in? A Yes, sir.
Q And the part of this area that was covered with cottages there was sold to the United States, was it not? A Yes, there were a few cottages on the part that the United States bought, not so very many.
Q How many cottages were there, do you know? A Well, not exactly, half a dozen maybe.
Q And what was done with the cottages, torn down? A No, they are still there.
Q Oh, I see. And for what purpose has this water been used? A For domestic purposes.
Q How many customers or do you know how many customers there are on the system? A Now?
Q Yes. A Well, there must be a hundred and thirty-five or forty cabins, cattages. Some are good cottages, some are smaller cabins and they are pretty well occupied generally.

MR. ALLEN: That's all, Mr. Adams.

A. V. DUNN, called as a witness for the claimant, being first duly sworn, on oath testified as follows:

DIRECT EXAMINATION BY MR. ALLEN:

Q I will ask you to state, Mr. Dunn, whether or not you are familiar with Hondius Beaver pipeline? A Yes.
Q Have you drawn a map of that pipeline? A Yes.
Q And it is correctly set forth in exhibit no. 2, Hondius Beaver statement of claim? A That is correct.

MR. ALLEN: We offer in evidence that exhibit, if your Honor please.

THE COURT: It is received.

Said Hondius Beaver exhibit 2, having been received, in evidence, is hereto attached.

Q How many headgates does that ditch have, or does that pipeline have? A It has six headgates.

Q Are they described correctly in paragraph 4 of the statement of claim? A Yes, those are correct.

Q Now, I will ask you to state whether or not the general course, the headgates, and the dimensions of the pipeline are correctly shown in paragraph 5th of the statement of claim? A Those are correct.

Q State whether or not the carrying capacity of the pipeline from the various headgates are correctly set forth in paragraph 6 of the statement of claim? A Those headgate diversions are correct.

Q I believe it is a fact, is it not, Mr. Dunn, that at times these various sources of supply do not furnish the total amount of water that the pipelines from those headgates can carry, isn't that correct? A That is true, yes.

Q State whether or not there ever has been taken or will be taken from the six headgates, assuming that the capacity is there, more than .33 cubic feet of water? A You ask whether there would be or whether there had been?

Q Well, the statement of claim says there never has been taken and will not be taken from the six headgates more than .33 cubic feet of water, is that correct? A That is correct.

Q Although the capacity of the pipe leading from those six headgates is .908 cubic feet? A That is correct.

THE COURT: Let me understand right there so I can check it here. Why is that true?

Q (By Mr. Allen) Will you tell him, Mr. Dunn? A The headgate diversions, portions of the pipe can take as much as half of these headgates, but the pipe as a whole delivering down to

the point of use is resticted in capacity to .33 of a second foot?

THE COURT: All right.

Q And I will ask you to state whether or not it isn't a fact most of the time there isn't available that much water .9 of a second foot from all six sources? A No, not after sometime in July.

Q The source of water for this system is Beaver creek, is it not? A Beaver creek and certain springs.

Q Which are tributary thereto? A Yes.

Q The creek is a stream of very limited capacity, is it not? A Yes.

Q Now, I will ask you to state whether or not the land the United States bought was a part of this land that had been subdivided for sale by Mr. Hondius in his various purposes for cabins? A A portion of the land that was bought from Mr. Hondius was the undeveloped portion of the subdivided land.

Q What portion? A I should between thirty-five and forty percent of the total subdivision was purchased by the United States.

Q And the part of the use that is made by the United States from this system at the present time is to what sort of place? A Our park utility area and residence area for the employees of the Park service.

Q It is true, is it not, that a part of the water that is supplied to this residential and utility area was transferred from an early ditch decree that was owned by Peter Hondius, owned by the United States? A I didn't get the first part of that.

Q Oh, I beg your pardon. I am mistaken on that. I will

ask you to state, Mr. Dunn, whether or not the use made by the United States on this land that was in the subdivision, that part of the land that was in the subdivision for cottages, whether the use now made by the United States for its utility and residential area is greater or less than would be made if Mr. Hondius had continued selling lots for individual cabins on that land? A No, there is used decidedly less.

Q In other words, the use that is being made by the United States in this area is less of a burden on the system than the burden would be if the original plan had been followed and he had sold out all this part of the land that was subdivided for cottages? A That is true.

Q In other words, the large part of this land in the subdivided area is not used for any purpose and won't be in the future? A No.

Q You confine your use of the water to that limited area called the residential and utility area? A That is right.

Q And that does not require as much water as that part of the land would have required if the subdivision and cottages had been put on it? A That is true.

Q When was the connection made between the pipeline or the system and the residential area, residential and utility area? A Well, the first knowledge I have of it was 1929 or '30. I think it was in before that.

Q Had been connected, the Hondius system? A Yes.

Q Has any substantial change been made so far as the Hondius system is concerned since the land was acquired from Peter Hondius by the United States? A They changed one pipe size I think from an inch and a half to a two inch for a portion of the distance. I am not too familiar with that.

Q Now, have you correctly set forth the location of the cottages and the few buildings owned by the United States in the statement of claim beginning at the paragraph at the bottom of page 3 extending over on page 4? A That is correct.

MR. ALLEN: I think I have offered all the exhibits.

THE COURT: Yes, you have, only two exhibits in this matter. They are both received.

MR. ALLEN: That is all.

THE COURT: The testimony in the Honddus Beaver pipeline is closed.

02-07-1964: memorandum to field solicitor from regional solicitor regarding special use permit to william f. grove for use of hondiu

*Apeco copies were made for L-54 ROMO + Spec. Use Permit files

UNITED STATES
DEPARTMENT OF THE INTERIOR

OFFICE OF THE SOLICITOR

DENVER REGIONAL OFFICE
ROOM 21, BUILDING 53
DENVER FEDERAL CENTER
DENVER 25, COLORADO

FEB 7 - 1964

Memorandum

To: Field Solicitor, Omaha, Nebraska

From: Regional Solicitor, Denver, Colorado

Subject: Special Use Permit to William F. Grove for Use of Hondius-Beaver Pipeline, Rocky Mountain National Park

In connection with the above subject, you will recall that upon November 18, 1963, I returned to you Rocky Mountain NP-Water Right Docket No. 3, No. 16549. At that time, inasmuch as I had never received a reply to my memorandum of March 15, 1963, to the Superintendent of the Rocky Mountain National Park, I assumed the questions involved had been settled in some manner.

Enclosed is a copy of the Superintendent's memorandum of February 4, 1964, which is in reply to my memorandum of March 15, 1963 to him. From the information therein given, I believe the answers to the five questions raised in Mr. Dunn's memorandum of January 15, 1963, to the Chief of Lands in the Washington office of the National Park Service are as follows:

"a. Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hondius contracts dated prior to 1932?"

The answer to this question is in the negative. Since February 23, 1932, Mr. Groves has acknowledged the United States owns the pipeline, and he has an existing permit for its use which does not expire until December 31, 1967. The owners of the summer homes involved have no ownership in the pipeline.

"b. Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hondius, Sinclair and Blackmar, and O. P. Low, and their successors?"

The United States has no obligation to furnish water to any private owner; and Mr. Grove is only obligated to the private owners to the extent he has water available.

"c. Can the Federal irrigation rights remaining in the Hupps and Beaver ditches be jeopardized by full use of the preferred domestic rights in the pipeline in times of water shortage?"

While the Constitution of the State of Colorado provides that domestic use shall have a preference over irrigation and industrial uses of water, the Courts of Colorado have held for many years that an irrigation use cannot be taken for a domestic use unless just compensation is paid for the irrigation rights. In the circumstances, since the United States is immune from condemnation actions, it means that the existing irrigation rights in the Hupps and Beaver ditches could never be taken for domestic use unless the Congress of the United States consented thereto.

"d. Does Grove, or his successor, have a right to enlarge the pipeline, and initiate supplemental domestic water rights?"

The obvious answer is that no enlargement can be made without the consent of the United States.

"e. Does the National Park Service have any present or future need for an interest in the pipeline for domestic purposes?"

You will note the Superintendent states that the Park is using part of the water from the pipeline and intend to continue use of the reserved .11 cubic feet per second.

I believe the case is now closed until December 31, 1967. However, if further questions arise in the meantime, we will be glad to assist you.

C. Eynon

C. Eynon
For the Regional Solicitor

Enclosures
cc: Superintendent, Rocky Mountain National Park, Estes Park, Colorado

02-04-1964: memorandum to regional solicitor from acting superintendent regarding special use permit to william f. grove for use

FEB 6 1964

REG. SOL
LANDS-MINES
WATER POWER
CONTRACT ADM
PARKS-IND-WI
ADM. OFFICER
ADM. ASST
FILE 7.3

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado 80517

L54
(Docket No. 4)

February 4, 1964

Memorandum

To: Regional Solicitor, Denver Regional Office
Attention: Clarence Eynon

From: Acting Superintendent, Rocky Mountain

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain National Park

We wish to apologize for failing to reply earlier to your memorandum of March 15, 1963. It was mislaid with some other files and only came to light last week. The answers to your nine questions are as follows:

1. The Special Use Permit to William F. Grove, which expires December 31, 1967, is in full effect, as issued by this office.

2. The quitclaim deed dated September 12, 1957 from William F. Grove to the United States, for a consideration of $10.00, conveys -

> ***any and all pipe, pipelines and rights-of-way appurtenant thereto or connected therewith, used in the supplying of water from the Hondius-Beaver Pipeline, situated and being in, on or extending across that part of the south one-half of secs. 27 and 28, T. 5 N, R. 73 W of the sixth principal meridian, lying south of the south boundary line of the High Drive Road.

This deed was obtained coincident with the acquisition by the United States of all private inholdings south of the High Drive Road, in connection with the east approach access road project. Two years later all buildings in this area served by the Hondius-Beaver Pipeline were removed.

3. Mr. Grove now serves 142 cottages, 9 of which are within the National Park. He charges an annual fee of $18.75 per cottage with

one full bath and kitchen sink. Additional charges for extra facilities are $5.00 per toilet, $5.00 per bath, $5.00 per shower, and $2.50 for a lavatory. The water system is barely able to keep up with the demand and can do so only because the using cottages are occupied only on a part-time basis. While he has never had to ration water, the users have always understood that those who tied into the system most recently would be the first to lose priority of use. All cottages, of course, are used for seasonal purposes only, as the waterline is inactive in winter.

No accurate figures are available on the amount of water Mr. Grove takes from the pipeline. The pipe is in a poor state of repair and can carry much less water than a new pipe in good condition. Mr. Grove estimates the use of water as being between 1,300,000 gallons and 2,600,000 gallons per season of 153 days a year. This amounts to 6 gallons per minute or .013 cubic feet per second. He further mentions that during the drier part of the summer he takes all of the water from Beaver Creek into the pipeline and presumably all of the water available at the three supplementary springs. If the line was replaced with new 2" pipe he could expect a line carrying capacity of 118 gallons per minute, or approximately .25 cubic feet per second.

4. We enclose a copy of the present contract used by Mr. Grove and his customers.

5. Use of the "Utility Area lateral" noted in Mr. Dunn's memorandum of January 15, 1963, was abandoned in 1940. However, a 2" line was constructed in 1940 by the CCC from the present 150,000 gallon reservoir (to the north, on Buck Creek) connecting with the "south main pipeline" of the Hondius-Beaver system in the vicinity of the old High Drive Road and Buck Creek. This line is active and flows all winter by necessity to keep the "south main pipeline" from freezing since it is not a frostproof depth. The National Park Service makes use of this water since it flows into the reservoir and means less pumping from the Moraine Park well. It also flows into the reservoir during the summer with the exception of a brief time in early August when Mr. Grove uses all of the water.

6. We believe this question was covered in No. 3 above.

7. Approximately 75% of the main collection and distribution lines are inside the National Park and, as mentioned above, nine of the 142 cottages served are in the Park. Thus most of the small distribution lines are outside of the boundary.

8. We are using part of the water from the pipeline and intend to continue use of the reserved .11 cubic feet per second.

9. We mentioned the 2" line installed by the CCC in 1940, which is approximately ½-mile long. We do not know the cost of installation. It was installed to counteract the abandonment of the "Utility Area lateral".

If you need additional information we would be happy to mail Park files to you or have one of our staff meet you in Denver to help resolve some of the details. Your cooperation in this matter is very much appreciated.

Merlin K. Potts

Enclosure

08-10-1950: contract

CONTRACT

THIS CONTRACT, made this 10 day of August, 1950, by Glacier Waterworks, first party, and Abel Christensen second party, is upon the following terms and conditions, to-wit:

1. This contract shall be in force for such time as the first party shall elect, and it is expressly understood and agreed that the first party shall have the right to terminate the same upon thirty days written notice by U. S. Mail of such election. It shall be subject to the rights of all persons, if any, who, by earlier contracts or by law have prior rights to claim service of water from first party's water supply.

2. The first party hereby agrees to furnish, during the existence of this contract, a supply of water for domestic purposes, to be used in cottages now constructed or hereafter to be constructed upon the following lands; not more than one cottage on each acre.

which can be so supplied with water by gravity out of first party's system as now constructed, all in Larimer County, Colorado.

3. For supplying such water the party of the first part has laid certain water mains and may lay such mains leading from springs, streams, water supplies, and from any reservoirse which may be constructed for storing water, as may be found necessary and determined by the first party.

4. Provided, however, that the expense of piping from main line to the cottages of the second party, including corporation cock and expansion joint and, in fact, all plumbing except the main line shall be borne by the second party. The second party shall make no connection with the main line without the consent of the first party nor shall second party extend any plumbing already made without such consent. All connections and extensions shall be made and done at second party's cost but only subject to the approval of first party.

5. The first party agrees to furnish a continuous flow of water for domestic purposes, as herein defined, subject only to inevitable accident not due to the gross negligence of the first party, and subject further to the failure of the natural supply, and always subject to such licenses and uses of superior rights which may have heretofore been granted users out of said supplies, if any such superior right there may be.

6. The second party heirs, executors, administrators and assigns further definitely and expressly agree as follows:

(a) That the second party will place a shut-off or stop-box at some convenient place outside of each cottage and accessible to the first party, and that the first party is hereby given the right of ingress and egress to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

(b) That all water rates herein are made payable in advance and that no person shall be entitled to water for any cottage until the rates for such cottage have been paid, and a request for water made directly to the first party or to such person as first party may designate.

(c) Second party shall keep first party informed of second party's post office address, otherwise it shall be understood to be Estes Park, Colorado, post office.

7. "Domestic use" is limited hereunder to private household culinary and sanitary use only, and it is a condition hereof that second party shall not have the right to use the same for other facilities than hereinafter specified nor for sprinkling, irrigation, nor for use in any barn, corral, livestock water trough, nor for any outhouse nor for water motors or water power of any kind, and that no water shall be wasted in any way. Second party shall keep his plumbing free from leakage.

8. That first party, or her authorized agent, shall have the right to inspect the plumbing on any premises and in any house using water, for the purpose of detecting any leakage or waste of water, or any unauthorized use thereof. In the event of leakage, waste or use not herein authorized, the first party shall have the right to shut the water from the service pipes of the user until the proper conditions are made for authorized use only.

9. The second party, annually, in advance, will pay, as rental for the water and service herein agreed to be furnished, the following rates:

45.00 For each cottage directly, or indirectly connected with said system the sum of Forty Five dollars, which charge shall be for water use in the following facilities, or any thereof: one sink, one lavatory, one water closet, and one bath tub:

For each additional water closet ..... F.V.R. ..... 5.00 dollars

For each additional bath tub ..... F.V.R. ..... 5.00 dollars

For each additional lavatory ..... F.V.R. ..... 2.50 dollars

All of which rates shall be for a season beginning May 1st and ending September 30th of each year, or any part thereof.

10. This contract shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

WITNESS The signature of parties hereto in duplicate the day and year first above written.

William H. Goode
First Party

Abel A. Christensen
Second Party

To Users of Water on
Hondius Beaver Pipeline:

Throughout the many years of its service to the region it serves, rates have remained constant on our pipeline, in spite of the ever-mounting costs of materials and labor.

We are now faced with additional factors which make a rate revision imperative as of May 1, 1950. We are now required to pay for the water we obtain for the line. We will have to build more storage facilities this spring and summer to handle increased demand, and to avoid a possible shortage of normal flow. We also have an inevitable increase in taxes and maintenance.

The rate increase that is enclosed is low and the enclosed bill for 1950 is on the new basis.

We beg your understanding and your cooperation in this necessary move.

Sincerely,

Form 10-114
(Rev. Oct. 1958)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

COPY

This permit consists of 5 pages

PERMIT NO.	EXPIRES
14-10-0235-691	12-31-67

PREVIOUS PERMIT NO. 14-10-235-275

SPECIAL USE PERMIT

COPY Rocky Mountain National Park
(Area)

William F. Grove, of Estes Park, Colorado is hereby authorized during the period from January 1, 1963, to December 31, 1967, to use the Hondius-Beaver Pipeline located in T5N R73W of 6th P.M., from its beginning in Section 30 and extending easterly, where now constructed, across Sections 30, 29, 28 and 27 to the east boundary of the Park, together with the right to use the tool house located in the SW¼ NW¼ Section 27, and the right of ingress and egress across Government owned lands in the above named sections for the purpose of operating and repairing said line; period of use of said line shall be May 1 to October 1 of each year;

for the purpose of transporting and carrying not over .22 cubic feet per second of water from diversion points #1, #2, #4 and #5 as shown on the Hondius-Beaver Pipeline Map, Drawing NP-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado on April 13, 1939

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Two Hundred Fifty - Dollars ($250.00), ~~in advance~~

At the rate of Fifty Dollars ($50.00) per year

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

Issued at Estes Park, Colorado (City), this 30th day of January, 1963

(Signed) Allyn F. Hanks
Superintendent.

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

TWO WITNESSES TO SIGNATURES		PERMITTEE (SIGNATURE)
NAME /s/ W. Kyle Miller	NAME	/s/ William F. Grove
ADDRESS Estes Park, Colorado	ADDRESS	William F. Grove Estes Park, Colorado
NAME /s/ Leon H. Sweetland, Jr.	NAME	
ADDRESS Estes Park, Colorado	ADDRESS	

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE

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

CONDITIONS OF THIS PERMIT

1. **Regulations.**—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. **Definition.**—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. **Rights of the Director.**—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

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

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

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

5. **Damages.**—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. **Construction.**—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. **Removal of structures and improvements.**—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

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

9. **Disposal of refuse.**—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. **Timber cutting.**—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. **Fire prevention and suppression.**—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. **Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. **Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: *Provided however*, That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

14. **Assignment.**—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

15. **Revocation.**—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

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

16. All pipe, valves, structures and diversion works now located on or hereafter placed on Government owned lands are the property of the United States.

17. Permittee shall at all times maintain and keep said Government owned structures in as good condition as when this permit was issued, normal wear and tear excepted.

18. When necessary repairs or improvement of said pipe line require the disturbance of vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

19. The 0.22 cubic feet per second of water to be carried in said pipeline is part of the total 0.33 cubic feet per second decreed to and owned by the United States, Rocky Mountain National Park, as Domestic Priority 12, decreed November 14, 1939.

20. No new hookups or water service connections of any kind, in addition to those now in existence, shall be permitted within the boundary of Rocky Mountain National Park.

Permittee William F. Grove
Permit No. 14-10-0235-691
Date January 1, 1963 through December 31, 1967

COPY

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

United States Department of the Interior
National Park Service

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

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

(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the officer issuing this permit setting forth the provisions of this nondiscrimination clause.

(2) The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the issuing officer, advising the said labor union or workers' representative of the permittee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The permittee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the issuing agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

05-15-1962: special use permit no. 14-10-235-275

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
10-114
(September 1955)
(Revised)

No. 14-10-235-275

Previous Permit No. I-35NP-893

Name

Sec Ltr 9-23-59

SPECIAL USE PERMIT

William F. Grove, of Estes Park, Colorado, is hereby authorized during the period from January 1 1956, to December 31, 1962, to use the: Hondius-Beaver Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 30 and extending in an Easterly direction, where now constructed, across Section 30, 29, 28, and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southwest Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #4 and #5, as shown on the Hondius-Beaver Pipe Line Map, Drawing NP-RM-6983, accepted as Filing No. 16459 in the office of the State Engineer of Colorado on April 13, 1939.
subject to the conditions on the reverse here of and attached pages and to the payment to the Government of the United States of the sum of Three Hundred Fifty dollars ($ 350.00),

xxinxadvancexor as follows: At the rate of Fifty Dollars ($50.00) a year

payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to the National Park Service.

Signed and approved at Estes Park, Colorado, this 15 day of May, 1956.

/s/ James V. Lloyd
Superintendent.

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

Two witnesses to signatures:

Robert C. Strait	* William F. Grove
Address Estes Park, Colorado	*Address* Estes Park, Colorado
Christabel H. Fonda	
Address Estes Park, Colorado	*Address*

XXXXXXXXED:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXDate

*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.

16—35968-4

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. 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 expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee shall remove [redacted] reasonable period as is determined by the Superintendent but not to exceed 90 days unless otherwise specified herein, and restore [redacted] improvements placed on the premises by him, and shall restore the site to its former condition unless the Superintendent [redacted] Superintendent and shall surrender the property to the United States, but will not relieve the permittee [redacted] removal and the restoration of the site.

14. The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

15. This permit includes and is modified by attached pages ..... through .....

U. S. GOVERNMENT PRINTING OFFICE 16—35968-4

14. All pipe, valves, structures and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

15. Permittee shall at all times maintain and keep said government-owned pipe line and other structures in as good condition as when this permit was issued, normal wear and tear excepted.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The ~~0.33~~ 0.22 cubic feet of water per second of time to be carried in said pipe line is part of the total 0.33 cubic feet of water per second of time decreed to the United States, Rocky Mountain National Park, Estes Park, Colorado, as Domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939.

Permittee William F. Grove
Permit No. 14-10-235-275
Date January 1, 1956 to December 31, 1962

00-00-0000: special use permit no. 14-10-235-275

Form 10-114
(Rev. Dec. 1956)

COPY

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of _____ pages

ROCKY MOUNTAIN NATIONAL PARK

PERMIT NO. 14-10-235-275 | EXPIRES

PREVIOUS PERMIT NO. 235NP-303

SPECIAL USE PERMIT

(Area)

William P. Grove, of Estes Park, Colorado is hereby authorized during the period from January 1, 1956 to December 31, 1962 to use the following-described land in the above-named area:

Rondius-Lower Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 30 and extending in an Easterly direction, across Section 30, 29, 28 and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southwest Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #3 and #5, as shown on the Rondius-Lower Pipe Line Map, Drawing NP-RM-6003, accepted as Filing No. 16549 in the office of the State Engineer of Colorado on April 13, 1939.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Three Hundred Fifty Dollars ($350.00), (Monthly, semiannually, etc.) or as follows: At the rate of Fifty Dollars ($50.00) a year in advance.

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

Issued at Estes Park, Colorado (City) this 19th day of May 1956

/s/ James V. Lloyd
James V. Lloyd (Superintendent)

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

TWO WITNESSES TO SIGNATURES	* PERMITTEE (SIGNATURE)
NAME /s/ Roberta C. Streit	NAME /s/ William P. Grove
ADDRESS Estes Park, Colo	ADDRESS Estes Park, Colorado
NAME /s/ Churchill V. Wells	NAME
ADDRESS Estes Park, Colo.	ADDRESS

(APPROVED, if approval is required by higher authority)

NAME	TITLE	DATE

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

CONDITIONS OF THIS PERMIT

1. **Regulations.**—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. **Definition.**—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. **Rights of the Director.**—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

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

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

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

5. **Damages.**—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. **Construction.**—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. **Removal of structures and improvements.**—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

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

9. **Disposal of refuse.**—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. **Timber cutting.**—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. **Fire prevention and suppression.**—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. **Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. **Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: *Provided however*, That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

14. **Assignment.**—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

15. **Revocation.**—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

U. S. GOVERNMENT PRINTING OFFICE: 1958 16—35958-5

14. All pipe, valves, structures and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

15. Permitee shall at all times maintain and keep said government-owned pipe line and other structures in as good condition as when this permit was issued, normal wear and tear excepted.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The 0.22 cubic feet of water per second of time to be carried in said pipe line is part of the total 0.33 cubic feet of water per second of time decreed to the United States, Rocky Mountain National Park, Estes Park, Colorado, as domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939.

Permittee	William F. Grove
Permit No.	14-10-235-275
Date	January 1, 1956 to December 31, 1962

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
10–114
(June 1950)
(Revised)

COPY

No. I-35np-303

REVOCABLE SPECIAL USE PERMIT

Year, 1952-62

Docket No. 4

William F. Grove, of Estes Park, Colorado, is hereby authorized during the period from January 1, 1952, to December 31, 1961, to use the ~~existing~~ Hondius-Beaver Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 30 and extending in an Easterly direction, where now constructed, across Sections 30, 29, 28 and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southwest Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #4, and #5, as shown on the Hondius-Beaver Pipe Line Map, Drawing Np-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado on April 13, 1939, subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Five Hundred dollars ($500.00) ~~xxxxxxxxxx~~ as follows:

At the rate of Fifty ($50.00) Dollars a year, payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Estes Park, Colorado, this 7 day of Febr., 19 52

/s/ David H. Canfield
David H. Canfield, *Superintendent.*

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

Two witnesses to signatures:

/s/ Wallace O. McCaw
Rocky Mountain National Park
Address Estes Park, Colorado

/s/ William F. Grove
William F. Grove
Address Estes Park, Colorado

/s/ Wayne H. Hackett
Rocky Mountain National Park
Address Estes Park, Colorado

Address

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

(Sgd) Howard W. Baker

Date MAR 7 1952

*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.

16—35968-2

SPECIAL CONDITIONS OF THIS PERMIT

18. All pipe, valves, structures, and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

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 in connection with this permit.

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, 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.

12. 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.

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 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.

15. Permittee shall at all times maintain and keep said government-owned pipe line in as good condition as when this permit was issued.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The 0.22 cubic feet of water per second of time to be carried in said pipe line is that part of the total 0.33 cubic feet decreed as Domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939, for the water users on said line. The remaining 0.11 cubic feet of water per second is the property of the United States.

COPY

For value received, I hereby assign and transfer unto William F. Grove, all of my right title and interest in and to that certain special use permit issued by the Department of Interior, National Park Service, Rocky Mountain National Park to Pieter Hondius dated the 23rd day of February 1932, granting the use to certain springs, water rights and Right of Way for pipe lines across Sections 27, 28, 29, 30 in Township 5 N., Range 73 W., of the 6th P.M. Larimer County, Colorado.

I hereby authorize the Superintendent of said Rocky Mountain National Park to recognize William F. Grove as entitled to all of the Rights under said permit.

(SGD) John M. Carmack

July 21, 1947

COPY

Mr. Doerr, Superintendent
Rocky Mountain National Park
ESTES PARK, COLO.

May 1st - 1945*

~~August 13~~, 1945.**

For value received, I hereby assign and transfer unto John M. Carmack all of my right title and interest in and to that certain special use permit issued by Department of Interior, National Park Service, Rocky Mountain National Park, to Pieter Hondius dated the 23rd day of February, 1932 granting the use to certain springs, water rights and Right of Way for Pipelines across Sections 27, 28, 29 and 30 in Township 5 N., Range 73 W of the 6th P.M., Larimer County, Colorado.

I hereby authorize Superintendent of said Rocky Mountain National Park to recognize John M. Carmack as entitled to all of the Rights under said permit.

/s/ Eleanor E. Hondius
Estes Park, Colo.

* Written in longhand by Mrs. Hondius.

** Date crossed through by Mrs. Hondius by pen.

COPY

Estes Park, Colo.
Nov. 3rd, 1941.

Hon. Alva B. Adams,
U. S. Senator for Colorado,
Washington, D. C.

My dear Senator Adams:

I appreciate your showing an interest in my problem. My concern is over getting a continuation of the permit for my pipe line and water system in the Rocky Mountain National Park at Estes Park. It is known as the Hondius Water Supply. It was developed in 1906 by my late husband Pieter Hondius, from a series of springs and Beaver Creek in what was later put into the National Park. It serves 150 summer homes. The line extends for about six miles along the south side of Deer Mountain, nearly to the Estes Park town limits. There are many people who depend upon it. They are nice families, most of Denver and northern Colorado towns. The water supply is limited but I have been able to give good service. In order to serve them, I have to continue to receive the water from the Springs and Beaver Creek, from which my pipe line is fed.

The Springs are in the National Park lands which were sold to the Government ten years ago by my late husband. Since his death I have carried on. The water rights had been adjudicated in earlier decrees in his name. Some were transferred to the park service.

The ones I am interested in were adjudicated in the name of the United States in the decrees intered two years ago in Boulder County District Court. According to the United States Supreme Court decisions, I am advised by my attorney, William R. Kelly of Greeley that the water rights are adjudicated in the name of the Government that belong to whomever are the actual usuers. In fact, in the proceedings in water adjudication in the Boulder District Court, special United States Attorney Worth Allen, made the statement which is typewritten in the records, in Volume 2, Page 189 that the Government recognizes that the users of the water for residence purposes have that right as going with lands and the United States took its interest in the springs and pipe line encumbered with that right.

I have gotten along well with the Government until season before last, which was one of unusual water shortage, when one of the local National Park authorities began to make the statements that my permit would be reduced and might be cut off altogether. I think it will be found I have been keeping the line in good order and have not encouraged any connections beyond its capacity. However, its entire capacity, to the extent of the .33 of a second cubic feet decree is needed to serve the domestic users of those householders under the system. That means in the summer season

for the 150 householders, about 600 persons besides their guests.

I am not anxious to try to make speculation on the system or to dominate, in fact, I would be glad to turn it over to the Town of Estes Park and have offered to do so for $12,000, although the system cost twice that amount. My rates of charge for water are less than the Town charges for like service. The Town Board have been discussing with me the possibility of buying the system. However, I cannot turn it over with the implication being made by one of the National Park authorities here, that my permit will be cut down or will not be allowed to be assigned to the Town of Estes Park with the same extent to which my husband and I have had it and exercised it.

We began the supply of water through this pipe line 35 years ago but, after the Government took over the property 10 years ago, we have depended on the special use permit from the National Park Service. I am inclosing a copy of this special use permit. It has never been renewed but has been continued in use.

I would appreciate it very much if you would look into the matter and get for me some assurance that it will not be discontinued and that, if the Town of Estes Park takes over the administration of the water system, it may depend upon a permit by the same terms. Possibly someone in the Park Service will say that they want to use more of this water for fall pastures for the deer and elk. Experienced ranch people know, however, that those native hay pastures have had plenty of water and that the use for drinking and domestic purposes is also highly important if the people are to get the benefits of the Park for recreation purposes and if the people in summer cottages are to continue their use of their recreation homes in the Rocky Mountain National Park. There is much snow falling on the high ranges in the Longs Peak area this year and the water supply bids fair to be restored to normal again.

I will appreciate it if you will intercede for me to get some assurance that I may continue under this special permit as I have done for the past ten seasons.

Sincerely yours,

/s/ Mrs. Pieter Hondius - Eleanor E. Hondius
Box 32
Estes Park,
Colorado

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
12-IR
(October 1952)
(Revised)

SPECIAL USE PERMIT

No. .....

Previous Permit
No. .....

Pieter Hondius, of Estes Park, Colorado, is hereby authorized

during the period from Feb. and springs, 19 32, to Feb., 19 33,
to use the following-described land in the above-named area: Those certain springs and water rights as a source of water supply for the Hondius Water Supply System, as shown by map or plat of the same now on file in the office of the State Engineer of the State of Colorado, being filing No. 15370, together with right of way for pipe lines leading across sections 27, 28, 29 and 30, T. 5 N., R. 73 W., for the purpose of supplying water to various individuals now under contract by the said Pieter Hondius, and for the further purpose of supplying additional water to parties who may purchase properties from said Pieter Hondius in the E/2 of SW/4 and SE/4 of Sec. 27, Township 5 N., R. 73 W., together with the right of ingress and egress across lands in Secs. 27, 28, 29 and 30 and the use of the tool house in SW. NW. of Sec. 27 for the purpose of repairing and maintaining said water system, it being particularly understood and agreed that the privileges herein authorized shall not be construed to permit in any way the furnishing or supplying of water to any party or parties within the authorized boundaries of the Rocky Mountain National Park other than to the parties and in the amounts now under contract with said permittee.

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of ..... dollars ($ NP), in advance, or 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 Rocky Mountain Natl. Park, this 23 day of Feb., 19 32

Edmund B. Rogers
Superintendent.

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

Two witnesses to signatures:

F. J. Solinsky, Jr. — Pieter Hondius

Address Hobart Bldg. San Francisco, Calif. — *Address* Estes Park, Colo.

Eleanor E. Hondius

Address Estes Park, Colorado — *Address* .....

APPROVED: [illegible] Director, Region ....., National Park Service.

/s/ Horace M. Albright

Date .....

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

16-85068-3

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 on reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, without 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 his 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—85008-3

Other Supporting Information

02-04-1939: memorandum to director from nps regarding change points of diversion of a portion of the water to be taken and used

United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:

L30

April 12, 1994

President
High Drive Water District
P.O. Box 1053
Estes Park, CO 80517

Dear Sir:

Enclosed are two signed copies of a special-use permit for the use of the Hondius-Beaver pipeline and associated water rights within Rocky Mountain National Park. Please sign both copies and return one of them to this office along with payment of $50.

Please be assured that we will continue to work cooperatively with your organization to secure an alternate source of water for the District.

Sincerely,

Signed
Homer L. Rouse
Superintendent

Enc. (2)

cc:
SOL-Canaday
WRD-Williams
RMR-Wise
RM-Axtell

United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:

L54

December 17, 1993

O- This came in while you were on leave and pertains to Ken C's phone call to your home. Ken wanted to talk your brain on this issue.
Dan M
Thanks
O

Mr. Mike Mangelsen
Town of Estes Park
Light and Power Department
P. O. Box 1200
Estes Park, Colorado 80517

Dear Mr. Mangelsen:

This is in response to your recent phone call requesting information regarding ownership of the land occupied by the Cascade Diversion and Pipeline within Rocky Mountain National Park. Following is information I retrieved from Park files that may be helpful.

1. History of the ownership of the Hondius-Cascade Pipeline.

   a. Pieter Hondius. State of Colorado grants to Hondius and Clerc as described in conveyance no. 8 dated July 9, 1908.

   b. Estes Park Electric Light and Power Company. Book 237, page 60 records a Quit Claim Deed (conveyance no. 9) dated November 11, 1908, granting right-of-way along Hondius-Cascade Pipeline to Estes Park Electric Light and Power Company. Also, Book 247, page 182, dated November 11, 1908, conveys 40 cfs to the same company by F. O. Stanley.

   c. F. O. Stanley. Book 334, page 102, dated March 2, 1915, records a Warranty Deed (conveyance no. 10) granting F. O. Stanley right-of-way for pipeline on or below surface for two pipes. "Also water rights to 40 cubic feet of water per second of time as appropriated by P. Hondius and F. L. Clerc for Hondius-Cascade Pipeline."

   d. The Stanley Corporation. Deed recorded May 19, 1926, in Book 543, page 246: "The right to take 40 cubic feet of water per second of time for power purposes as described by Deed recorded in Book 247 at Page 182 of the Larimer County records." From F. O. Stanley to the Stanley Corporation.

   e. Public Service Company of Colorado. Warranty Deed recorded October 1, 1928, in Book 583, page 257 conveys from Stanley Power Company to Public Service Company of Colorado all power lines, distribution lines, pipe lines, machinery, etc. Also 40 cfs (by Kutter's formula) for power purposes.

f. Town of Estes Park. Special Warranty Deed recorded January 6, 1945, in Book 782, page 98, conveys from Public Service Company of Colorado to Town of Estes Park the Hondius-Cascade Pipeline "together with all water rights, power rights, rights-of-way, easements or other instruments of record pertaining to the Hondius-Cascade Pipe Line" among other things.

Summary:

July 1908	P. Hondius
November 1908	Estes Park Electric Light and Power Company (also water rights)
March 1915	F. O. Stanley
May 1926	Stanley Corporation
October 1928	Public Service Company of Colorado
January 1945	Town of Estes Park

2. History of the property on which the dam was built.

a. Copies of Deed 21-G dated February 1932, detail the sale of property by Pieter Hondius to the United States of America.

b. This same deed states that the amount of land sold is about 1,762 acres less "right-of-way granted to the Estes Park Electric and Power Company for so-called Cascade Pipe line, and any other rights of way heretofore granted."

c. Memo dated June 2, 1959, from the Realty Officer to the Superintendent regarding the Hondius-CAscade Pipeline. Attached to this memo is a copy of the right-of-way deed granted by Pieter Hondius to the Town of Estes Park dated November 11, 1908. The right-of-way granted "shall be as wide as is necessary to lay two pipe lines side by side either upon the surface or underground, and 2nd part, its successors and assigns are hereby given the right to construct, maintain and repair such pipe lines, not exceeding two main lines and such other constructions and appliances as shall be necessary for the use and enjoyment of said water power right and the development thereof."

3. History of inclusion of the Cascade Dam and Pipeline within Rocky Mountain National Park.

a. Act of January 26, 1915 (38 Stat. 796) establishing Rocky Mountain National Park. Hondius Dam outside of park boundaries.

b. Act of March 1, 1919 (40 Stat. 1270) to repeal the last proviso of section four of the Act to establish Rocky Mountain National Park. Hondius Dam included within

the boundaries of Rocky Mountain National Park.

c. Act of June 9, 1926 (44 Stat. 712) to eliminate certain privately owned lands from the Rocky Mountain National Park. Hondius Dam now outside of park boundaries.

d. Proclamation by the President of the United States of America (No. 1985 - Jan. 11, 1932 - 47 Stat. 2498) adding certain lands and making them part of Rocky Mountain National Park. Hondius Dam now included within Rocky Mountain National Park.

If you have any questions regarding the above information, please call me at 586-3565, ext. 263.

Sincerely,

Kenneth Czarnowski

Kenneth Czarnowski
Park Hydrologist

bcc:
Janet Wise, RMRO
Owen Williams, WRD
Margot Zallen, Solicitor's Office
Superintendent
CRM

United States Department of the Interior

OFFICE OF THE SOLICITOR
Rocky Mountain Region
P.O. Box 25007
Denver Federal Center
Denver, Colorado 80225

August 17, 1993

NPS.RM.2426

PRIVILEGED AND CONFIDENTIAL
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PRIVILEGE AND WORK PRODUCT DOCTRINE

Superintendent
Rocky Mountain National Park
Estes Park, CO 80517

Subject: Hondius-Beaver Pipeline

The National Park Service (NPS) acquired land and water rights from Pieter Hondius near the Beaver Meadow Entrance of Rocky Mountain National Park (RMNP) in 1932. The water right was later adjudicated by the United States and it received 0.33 cfs for domestic uses and fire protection. Water has been provided to approximately 120 homes located outside the Park across from the main visitor center since 1932 through the Hondius-Beaver pipeline (pipeline). The right to use the water and operate and maintain the pipeline for these homes has been through a special-use permit. As the NPS water systems have been coming under increasingly close scrutiny by the State Engineer, the NPS has been evaluating the legality of uses of water outside park boundaries for water originating inside the Park.

Your review of the request to renew the special-use permit for the pipeline has raised questions concerning the pipeline and its users.

BACKGROUND AND FACTS

In both the deeds to the United States executed February 18, 1932, and recorded March 15, 1932, Hondius conveyed "all of his right, title and interest of whatsoever kind that he now owns or possesses... Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, ...; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part,(Hondius) either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances" in the subject land. The hereditaments and appurtenances in this case were the water rights and the

pipeline. Later in the deeds we find language that the premises above conveyed are "free and clear from all former ... incumbrances of whatever kind or nature soever..." Hondius goes on to warrant and defend the United States against "all and every person or persons lawfully claiming or to claim the whole or any part thereof" the property and the hereditaments and appurtenances. Note, there is no mention of the property conveyed in this deed being subject to the sale of water to the users of the pipeline or to the United States operating the pipeline.

The United States went into State District Court in Boulder in 1939 to get the water rights for the Hondius-Beaver Pipeline adjudicated. (No. 10077) In the STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE HONDIUS-BEAVER PIPE LINE it asked and received a right to divert "all or any part of the pipe capacity from any and all headgates for domestic and fire protection purposes." The additional purpose of industrial use was given for the Park Utility and Employees Residential area. Reference is made in the statement that Hondius conveyed the water rights for the pipeline to the United States in the 1932 deeds as appurtenances to the lands in those deeds. The United States asked and received a decree for a water right with a priority right as of September 1, 1906, to the use of 0.33 cfs of water for the purposes and in the amounts set forth and claimed. It is in this hearing that Mr. Allen, the attorney for the United States, made his oft quoted statement.

> I might say, your Honor, that the United States takes the position that these people (the pipeline users) are entitled to the water and they have got their part of the land upon which a large part of the land is located incumbered with this burden and I submitted the statement of claim to Judge Stover and it is agreeable to both him and his client, Mrs. Hondius.

What the word burden refers to is not clear but just before this statement the witness and Mr. Allen were discussing the contract the people would enter into when they purchased lots from Hondius which included furnishing water to their lots. Mr. Allen may have been equating this provision in these contracts with a covenant that runs with the land. I could not find a copy of this statement of claim that Allen gave to Judge Stover and Mrs. Hondius. There were no other references to it in the files.

The burden (covenant) may be the language found in the early contracts between Hondius and the lot buyers. The contract with the buyers provides it shall run and be in force for such time as Hondius shall elect and Hondius has the right to terminate the contract upon 30 days written notice of such election. This right to termination is subject to the following proviso:

> Provided he (Hondius) shall deliver the water plant hereinafter mentioned to the ...(buyer) and such other persons, jointly, as may be entitled to service from said plant, (the pipeline) in which event the said users of water shall become the joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmar and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

I am assuming this is the form of contract Hondius used before he sold the pipeline and water rights to the United States in 1932. The form contract used later did not have this language in it. Instead it had the following provision:

> He (the buyer) shall be subject to the rights of all persons, if any, who, by earlier contracts or by law have prior rights to claim service of water from first party's water supply.

The 1910 contract with Sinclair and Blackmar provides that Hondius will supply water for domestic purposes to them and the owners of tracts of land they have sold to others. The agreement was for 15 years. This contract was to run with the land for the benefit of any and all persons who may acquire sites for cottages in or upon the lands hereinbefore mentioned. Besides Sinclair and Blackmar there were 14 other parties signature to this contract. This contract canceled a 1906 contract between the same parties. In November of 1931 Hondius entered into a supplemental agreement with another developer, C. F. Low, to supply water to lands owned by him. Again the use was just for domestic purposes and was subject to the rights of the parties to the 1910 contract. There was no provision for these rights to run with the land.

By a BARGAIN AND SALE DEED dated August 8, 1945, Eleanor E. Hondius conveyed the part of the system (pipeline) outside of the park to John M. Carmack along with her rights in a special use permit dated February 23, 1932, from NPS for use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs, and sources of water therefor within Rocky Mountain National Park and all rights or preferences Hondius may have for renewal or transfer of such special use permit. Also she conveyed any rights under any contracts she had relating to the water system. These I assume were the contracts with the water users. Mr. Carmack conveyed the property and rights received from Mrs. Hondius to Mr. William F. Grove by a deed dated August 30, 1947. Mr. Grove in turn conveyed by quitclaim deed dated September 12, 1957, to the United States whatever

interest he had in the pipeline located in the S1|2 of Sections 27 and 28, Township 5 North, Range 73 West. (Assume this was inside the park.) The NPS has issued special use permits to the various owners of the pipeline located outside the park to supply water from the pipeline and to operate and maintain the pipeline both inside and outside the park since 1932. The present special use permit expired in December of 1992.

QUESTIONS

1. Do the homeowners served by the pipeline have a vested right to the water that should have been recognized in the 1939 adjudication?

It should be noted that none of the deeds to the United States or the water rights adjudication documents contain any language making the United States subject to any interests of the pipeline water users. In addition there is no privy of contract between the United States and these water users. The closest official action regarding a relationship between the NPS and pipeline users was the statement in court by Mr. Allen back in 1939. In the early contracts between the operators of the pipeline and the users there was language that provided some kind of interest in the water and the pipeline. It could be argued that once the contracts expired this right also expired. The contracts between Hondius and the early developers are the only contracts that contain specific language that the right to the water supply ran with the land. The 1910 contract with Sinclair and Blackmar was for a 15-year term and the 1921 and 1931 agreements with Low did not contain the water supply to run with the land language. Based on the above facts it is my opinion that the homeowners served by the pipeline do not have a vested right to the water because after 1932, the year Hondius deeded the water rights and pipeline to the United States, the operators of the pipeline had no water right to give the users and if such right was given under the contracts before that date that right expired under the terms of the contract between Hondius and the early developers and users.

The early users could argue that under their contracts with Hondius or the above-mentioned developers before 1932, (assuming that is the year the reversion language was no longer in the contracts) they were third-party beneficiaries to the water rights and the pipeline. They could also argue that the language in the early contracts was a straight reversion clause and once their contract was terminated, the water rights and the pipeline were owned jointly by them. The other argument they could use was that this right to water was a covenant running with the land.

This raises several questions. Were these contracts subject to expiration date? Do any of the present users claim a water right under these pre-1932 contracts? Do they have these contracts to support their claims? Are these rights subject to expiration? Does the contract have to be terminated by Hondius to activate the reversion clause or did the NPS step into his position when he deeded the land, water rights, and pipeline to the NPS? What did Hondius have to convey to the NPS in 1932? If no contracts had been terminated before 1932 by him, then no reversionary interest came into being. What does the change in ownership do to these reversionary rights? The documents in the file do not answer these questions. Only a court could answer these questions.

2. Does the NPS have a legal obligation to supply domestic water to the approximately 120 homes now receiving water from the pipeline?

No, the only obligation the NPS has ever had is to allow someone to operate, maintain and supply water from the pipeline to these users under a special use permit.

3. If your answer to the question above is negative, does the NPS have a moral obligation to supply domestic water to the homes?

This is a strange question to ask an attorney as we deal with the law not morals. My answer, based on the information in the file showing there is no other source of water available that can be obtained within a reasonable cost and the fact these users have been using this source of water and depending on it since the early 1900s, would be there is a moral obligation.

4. Since the homes located outside the park have been using water from Beaver Creek since about 1910, and the use has continued even though the NPS acquired the land, water rights and associated pipeline in 1932, would the present use be exempt or "grandfathered" from current laws or policies?

No, since I concluded that the water right and pipeline belong to the NPS and the NPS is subject to current laws and policies.

5. Is there any question as to who owns the diversion structure and pipelines, filtration system, etc. that are located on park lands?

No, these belong to the NPS.

6. What is the park's liability with respect to compliance with state and Federal water quality and health regulations?

The park is subject to state and Federal water quality and health regulations.

Please advise if we may be of further assistance.

Sincerely,

Ralph O. Canaday

Ralph O. Canaday
Attorney

cc: Regional Director, National Park Service, Rocky Mountain Region
✓Owen Williams, National Park Service, Water Resources Division

August 8, 1993

Note

To: Owen

From: Dan M.

Subject: Background - Hondius-Beaver Pipeline Issue, ROMO

Information obtained from Hondius-Beaver Pipeline Docket (Docket No. ROMO-0004):

1. BARGAIN AND SALE DEED, John M. Carmack to William F. Grove, August 30, 1947. Conveys domestic water system known as the "Hondius-Beaver Pipeline" and as "Hondius Water Supply" including "all rights to use of water and rights-of-way held or acquired in connection therewith" and "all rights under contracts of Eleanor E. Hondius relating to said system or now held by her".

2. BARGAIN AND SALE DEED, Eleanor E. Hondius to John M. Carmack, August 8, 1945. Conveys domestic water system known as the "Hondius-Beaver Pipeline" and as "Hondius Water Supply" and as "Hondius Pipeline" including "all rights to use of water and rights of way held or acquired in connection therewith" and "all rights under contracts of Eleanor E. Hondius".

3. STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE HONDIUS-BEAVER PIPELINE, IN THE DISTRICT COURT No. 10077. Claimed priority date is September 1, 1906, amount requested is "all or any part of the pipe capacity from any and all headgates for domestic and fire protection purposes" not to exceed 0.33 cfs.

4. Contract, November 3, 1921 between P. Hondius and O.P. Low. Hondius agrees "to furnish an ample supply of water for domestic purposes, to be used only in summer cottages" for domestic purposes form May 1 to September 30 and "subject to rights granted in the contract dated December 2, 1910 (which contract shall in all instances limit and control this contract when in conflict herewith)."

5. COPY, Agreement of December 2, 1910 between P. Hondius and William T. Sinclair and F.W. Blackmar. Agreement to terminate the September 1, 1906 contract between P. Hondius and William Sinclair whereby Hondius was to build a gravity feed water system to furnish water Sinclair or his grantees for domestic purposes by the owners of cottages in SESE Section 27, T. 5 N., R. 73 E. in order to changes the terms of contract furnish an ample supply of water. (Also signed acknowledgement by 14 cottage owners).

6. HONDIUS-BEAVER PIPE LINE (Domestic Priority No. 12; Ditch--

Pipe-Line--No. 13). This appears to be a copy of the decree although it is unsigned. On page 139 it states "WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by this court that, for domestic, fire protection and industrial purposes, and under and by virtue of appropriation made by original construction ... .33 cubic feet per second of time, with DOMESTIC PRIORITY NO. 12, as of September 1, 1906."

7. CONTRACT, (No date, unspecified parties, unclear whether it was executed, see last document in Land History Section of Docket). Paragraph I. states "This contract shall run and be in force for such time and as the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate ... **Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons ... in which event the said users of the water shall become the joint owners of said plant and of all water rights used in connection therewith,** subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F.W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract."

   The above document has no verification information to trace its authenticity. However, the statements in bold suggest there may have been an intent to share in the rights of the system. This is what I mentioned to Ken C. as a possible lead to follow. Apparently nothing came of it.

In summary, the documents which I reviewed in Docket 004 do not indicate any encumbrances to the water right which the United States obtained from P. Hondius on February 18, 1932. The Deed of Sale states "it hereby being the intention of said Pieter Hondius, part of the first part, to convey to the Untied States of America all his right, title and interest of whatsoever kind that he now owns or possesses within the boundaries of the following described lands ... TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging".

I've placed the documents Ken sent us in your mail box as background info.

11-18-1965: memorandum to superintendent from acting assistant regional director regarding study of water rights and use of the

L54 MWR(CL)

NOV 18 1965

Memorandum

To: Superintendent, Rocky Mountain

From: Acting Assistant Regional Director

Subject: Study of Water Rights and Use of the Hondius-Beaver Pipe Line

We appreciate receiving your memorandum of November 4, 1965, with one copy each of Clarence A. Graves' letter dated October 22, 1965, your reply to Mr. Graves' letter, and Mr. Guiton's informal memorandum regarding the subject water rights.

After reviewing the enclosures, we believe it would be desirable before any advanced steps are taken with the Town of Estes Park, that we receive some specific data on the available supply and water used from the Beaver Creek Pipe Line, particularly water meter readings which would cover at least one season's operation of the pipe line. We, in essence, would be "spinning our wheels" if we pursued any action without having some factual data regarding the available supply and the amount of water used.

We suggest you review Mr. Clarence Kynon's opinion in his memorandum of February 7, 1964, to Field Solicitor Cook referring to subject pipe line, a copy of which was sent to your office.

(Sgd) Duane D Jacobs

Acting Assistant Regional Director

WAMott:fh

08-26-1965: memorandum to superintendent from hydraulic engineer regarding hondius-beaver pipe line use study

L54 MER (OL)

AUG 26 1965

Memorandum

To: Superintendent, Rocky Mountain

From: Hydraulic Engineer

Subject: Hondius-Beaver Pipe Line Use Study, Rocky Mountain

Enclosed is Drawing No. NP-RM 2134 which is a copy of the pipe line system filed in our water right docket. We have indicated on the drawing the locations for installation of water meters to obtain data pertinent to the study of supply and demands on the system as used by the High Drive distribution line and the Federal utility distribution line. The exact location of each of the meters should be determined in the field within the general proximity shown on the drawing. Meter S-1 should record the supply obtained from Beaver Creek at the headgate of Diversion No. 1. The readings from Meter S-1 can be correlated with the total flow in Beaver Creek as relates to surplus supply not used by the pipe line system.

Water Meters S-2, S-3, and S-4 should record the total amount of water supplied to the north main pipe line and the south main pipe line and presumably that supply which would reach the reservoir located near Spring No. 4, with the exception of any losses due to leakage along the pipe lines.

Meter H-1 and Meter U-1 should record the amount of water entering each of the distribution systems which would include any losses in the pipe lines due to leakage, if any. In the event there are appreciable losses in either of the distribution lines, it would be the responsibility of the respective owners to correct the conditions and maintain efficient service.

The local conditions surrounding the Diversion No. 6 and location of Meter U-1 may not exist at the present time as shown on the drawing. If the utility lateral has been connected directly to the reservoir near Spring No. 4, the location of Meter U-1 might be moved to a location adjacent to the reservoir which would record the amount of water used by the utility lateral.

We shall issue appropriate work orders to the area covering the costs of the meters at the earliest possible date so that the installations can be accomplished promptly and collection of meter readings can be started to accumulate data during the coming year, (12 months).

Besides obtaining the periodical meter readings (at least biweekly), observation should be made on the reservoir and data noted whether the reservoir overflows its capacity as this will relate to the available supply and the amount of water used. We shall appreciate receiving meter readings and relative observation data each month.

You will note the feeder lines from the various sources vary in size and will require different sized meters. Our estimate of $250 was for a 2½" meter, but the size of the meter should be appropriate to the size of the feeder line. If there have been any changes in recent years in the size of the Federal utility lateral, this data should be included with your biweekly reports. We note the utility lateral is 1-1" G.I.P. as shown on the drawing and the High Drive distribution line is 1-3" G.I.P.

This drawing is somewhat confusing as to the pipe line connections to the reservoir near Spring No. 4 from the north and the south main pipe lines. It would be appreciated if you would advise us of any changes which should be made on the drawing to represent the existing conditions. Also, you should determine the number of cottages deriving their water supply from the High Drive pipe line. This data might assist in the analysis of the present and projected uses on this pipe line.

(Sgd) William A. Mott

William A. Mott
Hydraulic Engineer

Enclosure

WAMott:fh

02-04-1964: memorandum to regional solicitor from acting superintendent regarding special use permit for use of hondius-beaver

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado 80517

L54 ROMO
(Docket No. 4)

February 4, 1964

Reg. Director
Admin. Asst.
Asst. to R. D.
Admin.
Cons-Int-Use
Res. Planning
Prog. Coord.
Info. & Publ.
Field Supv.
Action Taken Memo to Director Ch. WDDC Supt
File

Distributed copies to file in Docket #4 ROMO

Memorandum

Xerox copy filed L3031 ROMO from F. Grove

To: Regional Solicitor, Denver Regional Office
Attention: Clarence Eynon

From: Acting Superintendent, Rocky Mountain

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain National Park

We wish to apologize for failing to reply earlier to your memorandum of March 15, 1963. It was mislaid with some other files and only came to light last week. The answers to your nine questions are as follows:

1. The Special Use Permit to William F. Grove, which expires December 31, 1967, is in full effect, as issued by this office.

2. The quitclaim deed dated September 12, 1957 from William F. Grove to the United States, for a consideration of $10.00, conveys -

> ***any and all pipe, pipelines and rights-of-way appurtenant thereto or connected therewith, used in the supplying of water from the Hondius-Beaver Pipeline, situated and being in, on or extending across that part of the south one-half of secs. 27 and 28, T. 5 N, R. 73 W of the sixth principal meridian, lying south of the south boundary line of the High Drive Road.

This deed was obtained coincident with the acquisition by the United States of all private inholdings south of the High Drive Road, in connection with the east approach access road project. Two years later all buildings in this area served by the Hondius-Beaver Pipeline were removed.

3. Mr. Grove now serves 142 cottages, 9 of which are within the National Park. He charges an annual fee of $18.75 per cottage with

REC'D IN GEN FILES MAY 22 1964

D.C. MAILED TO
BY DATE

one full bath and kitchen sink. Additional charges for extra facilities are $5.00 per toilet, $5.00 per bath, $5.00 per shower, and $2.50 for a lavatory. The water system is barely able to keep up with the demand and can do so only because the using cottages are occupied only on a part-time basis. While he has never had to ration water, the users have always understood that those who tied into the system most recently would be the first to lose priority of use. All cottages, of course, are used for seasonal purposes only, as the water-line is inactive in winter.

No accurate figures are available on the amount of water Mr. Grove takes from the pipeline. The pipe is in a poor state of repair and can carry much less water than a new pipe in good condition. Mr. Grove estimates the use of water as being between 1,300,000 gallons and 2,600,000 gallons per season of 153 days a year. This amounts to 6 gallons per minute or .013 cubic feet per second. He further mentions that during the drier part of the summer he takes all of the water from Beaver Creek into the pipeline and presumably all of the water available at the three supplementary springs. If the line was replaced with new 2" pipe he could expect a line carrying capacity of 118 gallons per minute, or approximately .25 cubic feet per second.

4. We enclose a copy of the present contract used by Mr. Grove and his customers.

5. Use of the "Utility Area lateral" noted in Mr. Dunn's memorandum of January 15, 1963, was abandoned in 1940. However, a 2" line was constructed in 1940 by the CCC from the present 150,000 gallon reservoir (to the north, on Buck Creek) connecting with the "south main pipeline" of the Hondius-Beaver system in the vicinity of the old High Drive Road and Buck Creek. This line is active and flows all winter by necessity to keep the "south main pipeline" from freezing since it is not a frostproof depth. The National Park Service makes use of this water since it flows into the reservoir and means less pumping from the Moraine Park well. It also flows into the reservoir during the summer with the exception of a brief time in early August when Mr. Grove uses all of the water.

6. We believe this question was covered in No. 3 above.

7. Approximately 75% of the main collection and distribution lines are inside the National Park and, as mentioned above, nine of the 142 cottages served are in the Park. Thus most of the small distribution lines are outside of the boundary.

REC'D IN GEN FILES MAY 22 1964

8. We are using part of the water from the pipeline and intend to continue use of the reserved .11 cubic feet per second.

9. We mentioned the 2" line installed by the CCC in 1940, which is approximately ½-mile long. We do not know the cost of installation. It was installed to counteract the abandonment of the "Utility Area lateral".

If you need additional information we would be happy to mail Park files to you or have one of our staff meet you in Denver to help resolve some of the details. Your cooperation in this matter is very much appreciated.

(Signed)

Merlin K. Potts

Enclosure

cc:
Regional Director, Midwest Region (2)

REC'D IN GEN FILES MAY 22 1964

3/2

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

DENVER REGIONAL OFFICE
ROOM 21, BUILDING 53
DENVER FEDERAL CENTER
DENVER 25, COLORADO

MAR 15 1963

Memorandum

To: Superintendent, Rocky Mountain National Park,
Estes Park, Colorado
Your Reference: L54-RLW

From: Regional Solicitor

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain National Park

Our Field Solicitor at Omaha, Nebraska, Mr. Morris D. Cook, has forwarded to me the file, and related correspondence, pertaining to your Water Right Docket No. 4, Filing 16549. Mr. Cook has requested that I prepare an opinion as to the status of the ownership of the pipeline and water rights involved. As you know, the situation is quite complicated, and apparently the problems have been under consideration at one time or another over the last thirty years. There is a memorandum in the files, dated January 15, 1963, from the Chief, Branch of Water Resources, Mr. A. van V. Dunn, to the Chief of the Lands Section in your Washington office, in which Mr. Dunn asks five specific questions concerning the subject matter. I presume you have a copy of this memorandum, but if not, I will be glad to send you a copy. However, before attempting to suggest answers for the problems, I believe I should have additional information as follows:

(1) In the files there is a copy of Special Use Permit No. 14-10-0235-691, dated January 30, 1963, to William F. Grove, expiring December 31, 1967. Is this Special Use Permit now effective, or does it have to be approved by the Director of the National Park Service?

(2) The Docket 4 Index refers to a quitclaim deed of September 12, 1957, from William F. Grove to the United States. Do you have a copy of this deed which you can forward to me, or do your records indicate what its contents may be?

(3) Please ascertain how many customers Mr. Grove is now serving with his water system, and how much water is he taking from the pipeline?

(4) Please obtain from Mr. Grove a copy of the contract he is now using with his customers.

(5) Is the National Park Service using any water from the pipeline? If not, when was such service discontinued?

(6) What is the capacity of the pipeline? Would it be possible for Mr. Grove to run more than .33 cfs through the pipeline?

(7) Approximately what percentage of the water system is located on federal lands, and what percentage is outside the boundaries of the Rocky Mountain National Park? You may be able to ascertain these figures from the filing map known as No. 16549 in the State Engineer's office of which I presume you have copies. However, since I am not an engineer, I would prefer to have your official figures.

(8) If the National Park Service is not using the pipeline, do you have any future plans for the use of any part, or all, of the capacity of the pipeline?

(9) Apparently the pipeline was first constructed in about the year 1906. Has the National Park Service expended any funds since the year 1932 toward the maintenance or replacement of this pipeline? If so, how much money was involved, and what was the justification for the expenditure?

From these questions, you can see that the facts involved are not very clear to me as of the moment. However, if you will please obtain the requested information for me, I will give the matter my prompt attention, in an effort to suggest a solution which may clear up this troublesome situation for you.

C. Eynon

C. Eynon
For the Regional Solicitor

cc: Field Solicitor, Omaha, Nebraska

03-05-1963: memorandum to regional director from hydraulic engineer regarding water rights

March 5, 1963

~~LSh-M.W~~

Memorandum

To: Regional Director, Midwest Region

From: Hydraulic Engineer, Branch of Water Resources

Subject: Water Right Docket No. 4, Rocky Mountain

Data pertinent to the Grove permissive use of the Hondius-Beaver pipe line has been included as the bottom item of the related top section of the subject docket and by copy of this memorandum is supplied for each field docket folder.

Gordon W. Robertson

Enclosure

cc:
Superintendent, Rocky Mountain, w/c enc.
Chief, WODC (2), w/c enc.

W O D C
MAR 8 1963

	CHF
	ADM
	PERS
	P & P
	ARCH
	ENGR
	L. A.
	SPEC
	CONT
	SFTY
	HABS
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CTION TAKEN - DATE
~~MF~~ F/o

154

February 28, 1963

Memorandum

To: Field Solicitor, Midwest Region

From: Hydraulic Engineer

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain

Mr. E. W. Reed's February 19 memorandum with same subject as above, and Water Right Docket No. 4, Hondius-Beaver Pipeline, were given to you on February 8.

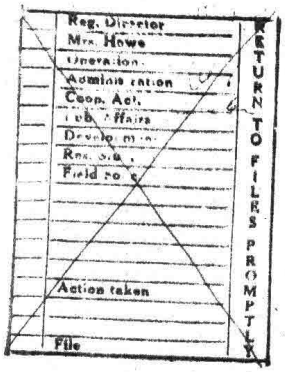
It would be appreciated if you would review the material and give us your opinion relative to the questions and conditions set forth in Mr. Dunn's memorandum to Chief of Lands, which is attached to Mr. Reed's memorandum of February 19.

If you require further information or data please advise and we will endeavor to furnish that which is available.

William A. Mott
Hydraulic Engineer

WAMott:eh

02-19-1963: memorandum to regional director from chief, branch of water resources regarding special use permit for use of hondi



February 19, 1963

L54-RLW

Memorandum

To: Regional Director, Midwest Region

From: Chief, Branch of Water Resources

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain

Enclosed for your review is a copy of Mr. Dunn's analysis of the Hondius-Beaver Pipeline problem. We would appreciate any comments or questions you may have on his analysis.

We should also like to know whether a special use permit has been issued to Mr. Grove and, if so, what revisions were made to it, in order to determine what the future course of action should be.

E. W. Reed

Enclosure

cc:
Superintendent, Rocky Mountain, w/c enc.
Chief, WODC (2), w/c enc.
Mr. Reed

EWReed:ljc

01-15-1963: memorandum to chief of lands from chief, branch of water resources regarding special use permit no. 14-19-235-275

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

IN REPLY REFER TO:
L54-RLW

January 15, 1963

Memorandum

To: Chief of Lands

From: Chief, Branch of Water Resources

Subject: Special Use Permit No. 14-19-235-275 to authorize William F. Grove to operate service to Private Land from Hondius-Beaver Pipeline, Docket No. 4, and relation to Acquisition of Gillen Tract 171-C, Rocky Mountain

The subject permit expired on December 31, 1962, without answer to the Assistant Regional Director's memorandum of November 2, 1962. By note of November 6, 1962, Mr. Sanders asked me if the questions can be settled without going to the Solicitor.

History of the Case

Peter Hondius constructed the pipeline, apparently without filing, in 1906, subsequently claiming the water by Filings No. 14283 of October 17, 1925, claiming work started by surveys of September 29, 1925; and amendatory Filing No. 15,370 of December 2, 1930, claiming the construction started on September 1, 1906, copies of both are at the bottom of Docket No. 4.

By agreements, in the docket, of December 2, 1910, with Sinclair and Blackmar; and November 3, 1921, and November 4, 1931, with O. P. Low (rhymes with bough), Hondius contracted to supply water to their lands as they were subdivided, sold, and developed. I believe the pipeline was originally constructed, about 1906, to supply water to the owners of lots Mr. Hondius proposed to sell. These are the only contracts which assure water service to the owners of the many lots which have been developed as summer homes on the former lands of Hondius, Sinclair and Blackmar, and O. P. Low.

These contracts do not appear to limit the number of lots, or houses, to be served. However, Hondius did limit the purposes of water use in the individual contracts as to water charges with the lot owners. A copy of the contract form used until 1932 is just above the 1931 contract with O. P. Low in Part A of the docket. These contracts also specified that the water system should pass to the water users if Hondius, or his successors wished to terminate the utility service. These subcontracts are subject to change and revocation.

The Hondius lands and appurtenants, and rights under the filings were acquired by two deeds of 1932, also in Part A, Docket No. 4. Mr. Hondius attempted to reserve the water system and rights. The reservation was not accepted by the United States, and I understand that Mr. Hondius accepted first Special Use Permit of February 23, 1932, also in docket, after considerable opposition.

By informal interpretations of various National Park Service attorneys we have subsequently operated on the basis that the United States owns all water rights, and only those portions of the pipeline which are on land it has acquired in 1932 and subsequent years. At the time of the 1939 General Adjudication attorneys Joseph E. Taylor, National Park Service, and Worth Allen, Special Assistant to the Attorney General, agreed to my suggestion that the United States claim the proportion of the total right (0.33 c.f.s.), for Park use which the federally acquired land bore to the original area of Hondius, Sinclair and Blackmar, and O. P. Low land for which water service was under contract. The Federal interest was, at the time 1/3, and the decree granted a total Federal right with proof that 0.11 c.f.s. was used on Federal land through a pipeline from the lower reservoir to the utility area, which was in operation, and 0.22 c.f.s. was used on private land under contracts of Mrs. Hondius, who was then a widow. Amended Filing No. 16549, the petition and decree are Part B of Docket Not. 4.

Mrs. Hondius subsequently sold her interests to John Carmack, deed in docket, as gift to son, or son of his brother Earl, after World War II, who is reported to have sold to William F. Grove. This chain of title has not been document for Docket No. 4, despite my request. The United States has also acquired more of the former lands of Hondius, Sinclair, Blackmar, and O. P. Low, within and outside of the Park near Beaver Point.

Apparent Questions and Problems to Resolve

1. It has been my assumption, if Messrs. Taylor, Allen and I were correct in 1939, that the United States has been acquiring interests in parts of the 0.22 c.f.s. which were used on the lands acquired since 1932. However, I believe that "Utility Area Lateral," on Filing No. 16549, may have been removed, with no alternative provision to deliver water to National Park Service developments. Moreover, this Service has enlarged its Moraine Museum Water System, Docket No. 3. If correct, the United States is not exercising, or now planning to exercise any of its rights for Park purposes.

2. There is no doubt about the construction of more summer homes on the remaining private land, since the adjudication of 1939. It is also doubtful if the Carmacks or Grove have restricted water use to the extent that Mr. Hondius did, by his contracts and close supervision. Thus, Mr. Grove may be selling all of the 0.33 c.f.s. that is possible without larger pipes or more storage facilities.

3. The United States has senior rights to the Beaver Creek water in the Hupps and Beaver ditches with priority of May 5, 1876, Dockets 1 and 28, but the pipeline rights are for domestic purposes while the ditch rights are for irrigation.

4. The following questions seem to require both legal and administrative decisions:

a. Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hondius contracts dated prior to 1932?

b. Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hondius, Sinclair and Blackmar, and O. P. Low, and their successors?

c. Can the Federal irrigation rights remaining in the Hupps and Beaver ditches be jeopardized by full use of the preferred domestic rights in the pipeline in times of water shortage?

d. Does Grove, or his successor have a right to enlarge the pipeline, and initiate supplemental domestic water rights?

e. Does the National Park Service have any present or future need for an interest in the pipeline for domestic purposes?

Broad Conclusions

So far as my present knowledge goes, I believe that the preceding questions should be resolved to obtain the following broad objectives:

1. Protect its irrigation rights in the Hupps and Beaver ditch to extent needed to maintain the wildlife range.

2. Clarify the Federal interests in, and need for those interests in the Hondius-Beaver pipeline, its easements and appurtenant water rights.

3. Amend the permit to Mr. Grove, as needed, and take necessary administrative action, to clarify the Federal and private interests so that all water users will know where they stand.

A. van V. Dunn

11-02-1962: memorandum to director from assistant regional director regarding relation of gillen tract 171-c acquisition to u.s. inte

154 RMRO

Memorandum NOV 2 1962

To: The Director

From: Assistant Regional Director, Midwest Region

Subject: Relation of Gillen Tract 171-C Acquisition to United States' Interest in Kinder-Beaver Pipeline, Rocky Mountain

Enclosed is a copy of Superintendent Hanks' memorandum, dated September 25, 1962 in which he comments regarding the modification of the permit, to Mr. William F. Grove, due for reissuance January 1, 1963.

Based on 130 water users under the Special Use Permit, the .22 second feet would supply about 1095 g.p.d. for each. This amount seems very adequate for domestic uses.

We concur with Superintendent Hanks' comments, and that no new hookups be allowed within the National Park boundary.

(Sgd) Chester C. Brown

Assistant Regional Director

In duplicate

Enclosure

cc:
Superintendent, Rocky Mountain

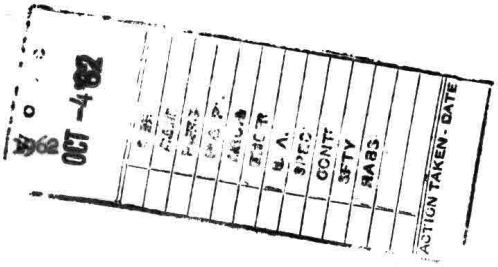
WANott/etb

10-02-1962: memorandum to regional director from chief, branch of water resources regarding utility area-moraine museum area

L54-RR

Docket 3 4

October 2, 1962



Memorandum

To: Regional Director, Midwest Region

From: Chief, Branch of Water Resources

Subject: Utility Area-Moraine Museum Area Water System, Docket No. 3 (and 32), Rocky Mountain

Dockets No. 3 and 32 were combined in accordance with my suggestion and the concurrence by Mr. Aiton's memorandum of September 16, 1960. A request for the Regional Office to prepare new folders for all offices was included in my memorandum of January 31, 1961.

I have been reviewing docket assemblies with Mr. Edwin W. Reed, who has transferred from U. S. Geological Survey to be my replacement when I retire in January. We note that no new folder has been prepared. A number of other details have come to my attention. Accordingly, we are distributing new folders with copies of this memorandum, but with the understanding that further revision of either the folder or its contents may be desirable.

The docket should contain a new map showing the complete water system from all sources, and this may alter the rest of the assembly. The quantity of water to which the Park legally has a right should be shown on the map at each point of diversion. Our records suggest that the Utility Area is served by the local spring or well, to which Hupps-Beaver Ditch rights were transferred in the adjudication of changed points (original Dockets No. 1 and 32). They also suggest that the Moraine Museum water system (former Docket No. 3) has been extended as the main supply, and that the Well No. 4019 on the left bank of the Thompson River has been added to that system. Dockets No. 4 and 13 also includes records of rights to supplement the supply from the Hondius-Beaver pipeline.

Drawing No. 5094 G, of June 11, 1959, in the Master Plan shows no connection from the local spring. It also seems to lack the former plan of the Moraine Museum area, suggesting that that area of use has been, or is to be eliminated. Drawing No. 5094 G also shows no supplemental lateral from the Hondius-Beaver pipeline, but such a connection from the lower pipeline to the new reservoir could be in existence beyond the field of the drawing. I assume that the portion

EXTRA FILE COPY

of the system from the Moraine Museum area is winterproofed, and the old local spring supply was an all-weather system. The original lateral from the Hondius-Beaver pipeline was only for summer use, like the rest of that pipeline.

The name of the water system may need revision to eliminate the implied use at the Moraine Museum area. There should also be a statement at the top of Part I-Utility Area Spring and Well, to record whether the source has been abandoned, or is only maintained as a standby supply. A statement should also be added above the decree in Part B, Docket No. 4, to indicate that the Buck Creek Lateral to the Utility Area has been abandoned or relocated, depending on the facts.

Fortunately, the decreed rights do not lapse through non-use in Colorado. Unfortunately, the Department of Justice has not agree to take the United States into the State District courts since the close of the 1939 adjudications, but it might agree to do so in a special adjudication to change points of diversion under previously decreed rights. All unexercised rights in Water District No. 4 should be amended in such an adjudication. Meantime, the docket records should show the unexercised rights with date of termination of use, and the present water systems to which they should be transferred in a future adjudication.

Docket No. 4 also needs a supplemental statement including a list of all private lands which were served by the Hondius-Beaver pipeline which have been acquired by the United States since 1939. Technically, the United States should claim additional portions of the rights appurtenant to that system for the portion of the total water use on each such tract. The chances are, however, that the present owner of the private interests in that pipeline has contracted to supply more water to the remaining private lands if those owners have subdivided and constructed additional residences. There should be a thorough analysis and determination of what portion of the 0.33 c.f.s. is now sold to private land owners, and whether that infringes on the portion to which the United States is entitled. If the present owner of private interests in the pipeline can supply additional private homes with no present conflict with Federal needs we should consider how his permit from this Service should be revised.

Plotting the new Well No. 4019 on Drawing No. 6994, in the docket shows it to be on the left bank of north bankh of the Thompson River about 300 feet west of the road to the south side of the river, and about 650 feet west of the road to the museum. The permit states that the well is 16 feet deep whereas the log states that it is 15 feet deep. In either case, the well probably derives its supply from the subsurface flow of the river. The application and Permit No. 4019 do

not indicate whether the source is such subsurface flow, to which surface-water right laws might be applicable, or is percolating ground-water. The proximity of the well to the river is not even indicated.

This well right is apparently still in permit form. I have not read the relatively new ground-water law sufficiently to determine whether such well rights are to be adjudicated or not. Our records do not indicate whether they were included in a general adjudication in the spring of 1961. The next normal time for an adjudication will be next spring.

Messrs. Reed, Mott and a member of the Superintendent's staff should review the ground-water law. If it is silent about adjudication of ground-water rights, further information should be obtained from the State Engineer. Before doing so, however, a map should be provided with the log, to show the relation to the subsurface flow of the river, and we should also determine whether the State Engineer considers that the records should be amended for a different classification of the source.

If the right were to be adjudicated to establish a priority in the surface-water series, we should consider adjudicating a transfer of decreed rights from an abandoned system rather than establishing a needless junior right with only a 1959 priority.

Messrs. Reed, Mott and I should evidently have a conference in December or January, to iron out this and other problems. Meantime, however, we shall appreciate a clarification of as many of the points in this memorandum as possible.

SIGNED

A. van V. Dunn

Enclosure

cc:
Superintendent, Rocky Mountain, w/c enc.
Chief, WODC (2), w/c enc.

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado

L3031
(Gillen)

September 25, 1962

Memorandum

To: Regional Director, Midwest Region

From: Superintendent

Subject: Relation of Gillen Tract 171-C Acquisition to United States' Interest in Hondius-Beaver Pipeline

Mr. Aiton's memorandum of August 17 referred to a memorandum of August 14, from A. van V. Dunn, Chief, Branch of Water Resources, which raised certain questions concerning the status of the Hondius-Beaver Pipeline as it relates to the acquisition of the Gillen Tract 171-C, now in process of being cleared for payment to the vendor. Mr. Dunn suggests that "this appears to be an excellent time to review the joint interests in the Hondius-Beaver Pipeline, and possible modification of the next permit to (Mr. William F. Grove)."

In acquiring the Hondius property in 1932, the United States also acquired the water rights and the distribution line of the Hondius-Beaver Pipeline within the Park boundary. However, even though we are the owners of the water rights, United States Attorney Worth Allen, during the adjudication hearings prior to 1941, acknowledged that "the Government recognizes that the users of the water for residence purposes have that right as going with the land, and that the United States took its interest in this Pipeline encumbered with that right." Thus, we relinquished our right to withdraw the water use privileges from those individuals who were being served by subject Pipeline at that time. The National Park Service then had a choice of either operating the Pipeline or permitting its operation by another party through a Special Use Permit. The latter choice was taken.

In 1941 there were 150 households being served domestic water from the subject Pipeline, and undoubtedly a few more households have been added to the line since that time. Through the acquisition of property in the East Approach Road program, 26 households were removed from the subject line. The current Special Use Permit refers to .11 cubic feet of water for the exclusive use of the United States and limits the Permittee to .22 cubic feet of water.

It is not feasible to attempt to identify the households which were served by the line at the time of the Government acquisition and separate them from those which have been connected to the line since that time, nor do we have any desire to do so. The Hondius-Beaver Pipeline is already operating beyond capacity, and it is because only a part of the connected households are using the water at the same time that serious water shortages have not prevailed. Most of them are summer homes which are used infrequently. Furthermore, we do not feel it necessary, nor advisable from a public relations standpoint, to limit in any way the .22 cubic feet of water now permitted for Mr. Grove's distribution to the users. We now have adequate water available through recent land acquisitions such as Steads Ranch, Brinwood, etc., for all future Service use on the east side of the Park. We would rather not reduce the .22 cubic feet of water used by Mr. Grove when we acquire the few remaining inholdings, such as the Gillen tract, which have a proportion of interest in the subject water supply. Instead, we prefer to retain our exclusive .11 cubic feet interest and allow the forces of supply and demand to control the distribution of the remaining .22 cubic feet.

Regarding modification of the Permit which is due for re-issuance January 1, 1963, we have the following thoughts:

1. In 1957 Superintendent Lloyd recommended that the new issuance of the Special Use Permit limit the period of year that the Permittee may take water from the Pipeline, i.e. May 15 to October 15 of each year. Subject Pipeline has always been for summer use only and the specific limitation to the summer period is well in line with its traditional use. Superintendent Lloyd's memorandum also suggested that the Permit indicate that the water which the Permittee is diverting is Government owned, and in general clarify the Government's position. These suggestions bear our concurrence.

2. It has also been suggested that a water meter be installed in the line to measure the exact amount of flow. We do not feel that a permanent installation is necessary or advisable, but do plan to make spot-check measurements during the winter. We can then determine the acutal capacity and use ratio.

3. The traditional fee of $50 per year is also open to question, and it is our intention to investigate the rate of income and possibly increase the fee proportionately.

4. It is our intent to set forth in the conditions of the Permit that no new hookups will be allowed within the National Park boundary. This is directly in line with our policy of eventually eliminating all inholdings and it is certainly a position which we can defend.

Any further thoughts you may have on this matter will be appreciated.

(Signed) Allyn F. Hanks

Allyn F. Hanks
Superintendent

In duplicate

Copy to: ~~Engineer~~
Water Docket #4

03-12-1962: memorandum to regional director from acting superintendent regarding proposed east side and west side campgroun

4

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L54

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado

March 12, 1962

Docket 11 12 8 4 S.M

Memorandum

To: Regional Director, Region Two

From: Acting Superintendent, Rocky Mountain

Subject: Proposed East Side and West Side Campgrounds

By memorandum of February 7, Regional Chief of Operations Fry requested additional information concerning water rights in the vicinity of the proposed campgrounds. Attached are portions of the USGS sheets covering the areas under consideration and showing location of water rights and private property in the vicinity.

The West Side Campground is located not too far from a new well which was developed in the viminity of the proposed residental area in June of 1961. It is believed that there would be a good possibility of drilling a well at the proposed campground with storage on high ground across Trail Ridge Road to the east possibly. However, we believe a USGS investigation of the area should be made before any drilling is done. This would cover the well drilling possibilities, investigation of the spring area to the east of the campground and the possibility of using adjacent irrigation ditch supplies. The Harbison ditch located to the south and east of the proposed campground site has considerable water, but is located some distance from the site. Water from this ditch will be incorporated in the domestic supply for the new Grand Lake Entrance Development. Water from this ditch is also needed to supply water to Columbine Lake outside the Park and is used each year to irrigate the Harbison meadows. The only Government-owned ditch in the area, other than this, is the Hertel ditch, located in the southeast quarter of Section 12 as noted on the map. The only commercial development in the area is the Green Mountain Ranch which has its own water supply which, to the best of our knowledge, is adequate for their purposes. The only other piece of private property in the vicinity is a small parcel with one summer cabin located just north of the Hertel ditch on Trail Ridge Road. It is our opinion that development of a water supply for this campground would not enhance the values of the Green Mountain Ranch property.

XDATE

follows:

1. Stead's Ranch Springs. These springs are located within the Ranch development and furnish some of the water for domestic use at this commercial development. The only other water owned by Mr. Stopher is the Stead ditch in the middle of the Moraine Park Meadow. To the best of our knowledge, there exists adequate water for the present development. However, possible sub-division of this property might induce additional demands. It is conceivable that development of a water supply for this proposed campground might enhance the value of some private lands located in the vicinity of, and including, Stead's Ranch and including the Workman sub-division to the north of the ranch. Individual cabins in this area now have their own wells.

2. There is considerable adjudicated water on the site of the old Brinwood property; however, the Brinwood pipeline is not now considered useable, and we question the practicality of developing water from the existing Brinwood ditches.

3. The McPhearson Spring originally furnished water for the Moraine Park Museum and the Utility Area; however, in recent years it has become inadequate and is now used only as a standby supply with the new Utility Area well in Moraine Park as the main source of supply. However, we hesitate to add the campground to this system due to the present demands in the Utility Area, the new Administration Building, and the proposed East Side Visitor Center.

4. The Green pipeline on the south side of the meadow is not adequate for a large development and merely consists of a shallow dug well adjacent to the river.

5. The residence No. 415 well is only adequate for the two residences being served.

It is our understanding that Government-owned irrigation ditch water rights on both sides of the Park may be protected by a scheduled annual irrigation of meadows. Consequently, we do not feel that it is essential to use this water for domestic purposes. We would propose a USGS investigation of water development possibilities in both areas, considering all possible sources to determine the one most practical. We hope that if an investigation should reveal that a new well is desirable at the east side site that it could be drilled on Government-owned property obviating the necessity for test drilling on private land. However, we will not know this until an investigation has been accomplished.

The fourth paragraph of Mr. Fry's memorandum questions the scheduling of funds in 1962 for a "right-of-way reconnaissance." it was intended to imply that these funds should be scheduled "right away" (immediately)

since at that time the East Side campground work was in the 1963 fiscal year construction program and there was very limited time available for planning purposes.

Please advise if the $1,230 for water rights, general, included in the Work Order 2-WR-62B, 1st revision, could be allocated for USGS investigation of these sites. We suggest that the money included under the above-mentioned Work Order be allocated as follows:

WR-11 (RDMD)	Grand Lake Entrance Station - Survey Map and filing	$200
WR-12 (RDMD)	Water Rights, General, East Side Campground- To cover reconnaissance and a portion of the report	555
	West Side Campground reconnaissance and portion of the report.	555
WR-4 (SDMD)	Sunset Point - Survey and map of existing well	120
WR-8 (SDMD)	Stillwater Campgrounds - Survey and map of existing well.	200
	Total	$1,230

WR-11 RDMD and WR-4 and WR-8 SDMD were included in an estimate furnished to your office on October 24, 1961, File L-54.

If this is agreeable to your office, immediate plans should be made with Mr. Moulder of the USGS office in Denver. Please advise if your office will make the necessary arrangements or if we should handle them.

(Signed) Thomas E. Whitcraft

Thomas E. Whitcraft
Acting Superintendent

In duplicate

Attachment

Copy to: Chief, WDDC (2)

154-GEN.

September 23, 1959

Memorandum

To: Regional Director, Region Two

From: Acting Chief, Water Resources Section

Subject: Water Right Docket No. 4, Hondius-Beaver Pipe Line - Rocky Mountain National Park

Attached is a copy of Special Use Permit 14-10-235-275 issued to Mr. William F. Grove. We suggest it be filed at the top of the contents of Part C - Alien Interest and Authorized Use in the subject docket. Copies are being distributed to the Superintendent and WODC with copies of this memorandum.

Filed

SIGNED

Victor A. Berte
Acting Chief, Water Resources Section

Attachment

Copy to: Superintendent, Rocky Mountain, w/c attachment
Chief, WODC (2), w/c attachment

WESTERN OFFICE
DESIGN & CONSTRUCTION
SEP 28 1959 A.M.
CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
3 ENGINEER
LAND. ARCH.
2
ACTION TAKEN—DATE

02-24-1958: memorandum to regional director from chief, water resources section regarding hondius-beaver pipeline

154-L

February 24, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Hondius-Beaver Pipeline, Docket 4, Rocky Mountain

With copies of this memorandum we are sending you and the Superintendent revised copies of the Index to the subject docket, dated February 24, 1958. We are also sending a docket assembly to WODC, with those portions of the contents which seem most essential to definition of the water rights.

The order of instruments has been somewhat modified, and each office is requested to rearrange them in accordance with the Index. I have also listed certain instruments to be supplied by the Superintendent or this Office. The Superintendent should note items A-14 and C-4 and 6, which he should supply for the four assemblies.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Rocky Mountain, w/c attachment
Chief, WODC, w/c Docket 4

01-28-1958: memorandum to regional director from assistant director regarding federal acquisition of partial interest in hondius-be

Not checked JMM

L54-L
Corr

JAN 28 1958

WESTERN OFFICE
DESIGN & CONSTRUCTI
JAN 31 958A.

CHIEF
ADMIN.ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.
ACTION TAKEN—DATE

Memorandum

To: Regional Director, Region Two

From: Assistant Director

Subject: Federal Acquisition of Partial Interest in Hondius-Beaver Pipeline, Rocky Mountain National Park

Attached is a copy of Mr. Dunn's comments on Mr. Grove's quitclaim deed to partial interests in the Hondius-Beaver Pipeline, and the attachments with your memorandum of October 18, 1957, and that of December 13, 1957, from Mr. Aiton.

We will accept the deed, which we are now holding, if you will supply a photostat or certified copy of the recorded deed from Mr. John M. Carmack to Mr. William F. Grove of about July 1947, or advise that there is no recorded deed and supply an exact copy of the instrument of conveyance on which Mr. Grove bases his title.

It is also recommended that Special Use Permit 14-10-235-275 be left in force until maturity without amendment unless such amendments become necessary to limit the use of water through an enlarged replacement of one of the two 2" pipes.

In addition, please advise what changes in the water system have been contemplated in connection with the construction of the new High Drive Entrace Road. Mr. Dunn has pointed out a number of limitations on Federal changes which might be made, and unresolved problems which might arise.

(SGD) JACKSON E. PRICE

Assistant Director

Attachment

Copy to: Superintendent, Rocky Mountain, w/c attachment
Chief, WODC, w/c attachment

January 20, 1958

Comment on Deed of September 12, 1957,
to
Part of Interests of William F. Grove
in
Hondius-Beaver Pipeline, Rocky Mountain
by
A. van V. Dunn, Chief, Water Resources Section

The subject deed, memoranda of October 10 and 18, 1957, transmitting it, and the memoranda of December 11 and 13, 1957, from the Superintendent and Mr. Aiton, concerning water rights and future obligations, have been reviewed and discussed by Mr. Harry K. Sanders of the Solicitor's Office and me on January 17. We also reviewed the instruments in Docket 4, entry 16 in the abstract with the deed of May 10, 1957, by which Mrs. Hondius conveyed Tract 1000, and the existing Special Use Permit 14-10-235-275 by which Mr. Grove is authorized to maintain and operate the pipeline and use 0.22 sec.ft. of water from January 1, 1956, to December 31, 1962.

Mr. Sanders considered Deed 21-G, the signed SUP of 1932, Decree of 1939, and other instruments adequate evidence of existing Federal title to all water rights. He expressed the opinion that the deed of September 12, 1957, from Mr. Grove conveyed all Grove interests in the portion of the pipeline conveyed, and legally acceptable to the United States if administratively satisfactory.

We both agreed that some, if not most, of Mr. Grove's water customers as well as the United States probably had a potential claim to proportionate interests in the water system and appurtenant water rights if Mr. Grove, or his successor should decide to terminate water service, based on Mr. Hondius' contracts of 1910, and later, with Sinclair, Blackmar, O. P. Low, and some lot owners who purchased land directly from Mr. Hondius before he conveyed his property by Deed 21-G. The privately owned reversionary interests have been materially reduced since the Hondius conveyance of 1932 and decree of 1939, but Mr. Grove's customers to the north of the High Drive in the S½ Sec. 27 probably have a permanent interest which must be satisfied by the Hondius-Beaver Pipeline unless they later elect to obtain water from the Estes Park Water System which passes along the opposite side of the Thompson River at Beaver Point.

Copies of entry 16 in the abstract with Mrs. Hondius' deed of May 10, 1957, to Tract 1000 and five appurtenant taps to the pipeline have just been distributed for addition to Docket 4. That docket now contains all necessary records to serve as an abstract

for Mr. Grove's Quit Claim Deed of September 12, 1957, except: (1) copy of deed by which John M. Carmack conveyed to William F. Grove about July 21, 1947; and (2) copy of Mrs. Hondius' deed to Tract 1000, which will eliminate the encumbering taps. A copy of Mrs. Hondius' deed will be provided when formally accepted.

The docket does include a copy of an instrument of July 21, 1947, which states Mr. Carmack thereby conveyed his interests in the pipeline to Mr. Grove, and authorized the Park Superintendent to recognize the Grove interests. A similar notice was submitted to the Superintendent by Mrs. Hondius when she conveyed here interest to Mr. Carmack by the separate recorded deed of August 8, 1945. It has been suggested, therefore, that while Mr. Grove's Quit Claim Deed is acceptable, the Park Service should obtain a photostat, or certified copy of the county record of any formal deed which may have been issued to Mr. Grove by Mr. Carmack about July 1947, before the Quit Claim Deed is formally accepted.

The records now show that the United States owns all of the water rights, subject to possible partial reversion to consumers served by Mr. Grove, and all of the Hondius-Beaver Pipeline on Federal land, in and to the west of the W½ of W½ of Sec. 27. The pipeline consists, in fact, of two 2" pipelines from the Beaver Creek diversion to the main distribution reservoirs on Buck Creek in the SE¼ of NE¼, Sec. 28, and thence of a single 3" pipeline above the High Drive to near the east line of SE¼ Sec. 27. The two 2" pipelines are cross-connected to the 3" pipeline such that water can be delivered to Mr. Grove's consumers either directly from the diversions or through aforesaid main distribution reservoir.

Nominally, Mr. Grove's Quit Claim Deed only eliminates his interests in the lower of the two 2" pipelines, which crosses the proposed right-of-way for the new High Drive Entrance Road. This lower pipeline borders or crosses Tracts 178-182 which are now being acquired by purchase or condemnation. It also constitutes the easterly boundary of the former Dixon Tract 171, which has now been divided into parts A, B, C, etc., which is not being acquired.

The decreed right to 0.33 sec.ft. of water for the Hondius-Beaver Pipeline was obtained on the basis of testimony that much of total potential capacity was to outlets at low points along the two 2" pipes. However, as shown on sheet 4 of 6 of Drawing 6983 in Docket 4, the two 2" pipes can only deliver 0.08 sec.ft. of water to the main distribution reservoir, which is considerably higher than intervening pipes from the diversions, if the Hazen coefficient for the pipe is 100, or 0.096 sec.ft. if the coefficient is 120. By using the cross-connection below the reservoir, the corresponding capacities to the 3" pipe are

0.096 sec.ft., and 0.114 sec.ft. By tests on some other pipelines in the Park, between 1936 and 1939, I determined that local water does not cause normal reduction in the capacity of old galvanized iron pipe, and I think Hondius, Carmack and Grove have been able to deliver between 0.095 sec.ft. and 0.11 sec.ft. to the 3" pipe, but not more. Any part of the rest of the 0.33 sec.ft. has been used on the lower portion of Tract 171, and lands to the south and west of it which have been largely acquired by the United States or will be federally owned when pending acquisitions are completed.

If, in the pending acquisitions, the Superintendent proposes to eliminate part of the lower 2" pipe which crosses the new High Drive Entrance Road, it must be noted that such action would reduce possible deliveries to the 3" pipe from about 0.1 sec.ft. to about 0.05 sec.ft. I do not think the United States has, or is acquiring enough of the land served by the 3" pipe to permit such reduction in deliveries.

Therefore, the lower 2" pipe cannot be eliminated unless the upper 2" pipe is replaced by one with a capacity of at least 0.1 sec.ft. If the upper pipe were to be enlarged there are the administrative questions as to whether the United States should do it as the principle owner, Mr. Grove could be induced to do it as the owner of the 3" pipeline in E½ of W½ and W½ of Sec. 27 and permittee operating the Federal portion, or the United States and Mr. Grove should consider permanent disposal of interests in the necessary water rights and right-of-way to permit Mr. Grove's customers to do it.

With specific reference to Mr. Lloyd's proposal of December 11, 1957, that there will be an adjustment in the amount of water in the next permit to Mr. Grove, it is noted that the existing Permit 14-10-235-275 is for the period from January 1, 1956, to December 31, 1962, and he cannot deliver 0.22 sec.ft. to his remaining customers both in and to the east of the Park without enlarging pipes. It is recommended that the pipe capacities rather than the permit be allowed to limit his supply to about 0.12 sec.ft. to 0.15 sec.ft. until the existing permit expires unless replacement of the entire 2" pipe system becomes necessary.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

01-22-1958: memorandum to regional director from chief, water resources section regarding water rights and alien water rights be

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CHIEF
ADMIN.ASSIST.
PERSONNEL
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SAFETY
ARCHITECT
2 ENGINEER
LAND. ARCH.
ACTION TAKEN—DAT

January 22, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Water Rights, Beaver Creek, Dockets 4 and 28, and Alien Water Rights 9 and 61, Rocky Mountain

Your copies are attached of the deed to part of the Hondius-Beaver Pipeline from Mrs. Hondius to Mr. John M. Carmack, being entry no. 16 in the abstract of title to Tract 1,000 with the deed from Mrs. Hondius, and of Special Use Permit 14-10-235-275, for addition to subject Docket 4. Entry no. 16 should be filed at the top of contents of bottom section of the docket, on top of the copy of Special Use Permit issued to Mr. Hondius in 1932. The Special Use Permit should be filed above Special Use Permit No. I-35np-303 of February 7, 1952, to Mr. Grove in the top section of the docket. Similar copies are being sent to the Superintendent. An assembly of the significant parts of the docket is being made for WODC.

These instruments were copies in connection with the review of deed of September 12, 1957, by which Mr. William F. Grove has conveyed his interest in portion of the pipeline lying south of High Drive in S½ Sections 27 and 28, whose acceptance is the subject of separate correspondence.

With the acceptance of Mr. Grove's deed to the Baldwin Ditch (Alien Water Right 9) in compliance with the option accepted on January 9, the United States will have title to all water of Beaver Creek except ~~decreed~~ more decreed to Griffith's Beaver Creek Ditch as described in my Analysis of Beaver Creek Water Supply and Demand of January 27, 1945, of which extra copies have recently been sent to the Superintendent and WODC. Mr. Griffith's ditch was only decreed rights to 0.62 sec.ft. for the irrigation of 12 acres, under a priority junior to that of the Baldwin Ditch and for a purpose which is subordinate to the domestic uses by the Baldwin and Hondius-Beaver Pipeline.

It has come to my attention that Park development plans call for the future use of Thompson River water for the utility area and new High Drive Entrance, and that some water is now being obtained from the Moraine Museum water supply for the utility area. The explanation was offered that you or the Superintendent do not

wish to become entangled in future replacement of the Hondius-Beaver Pipeline with a capacity to also serve Mr. Grove's customers.

With all the rights now owned by the United States for the Mupps and Beaver Ditches and Hondius-Beaver Pipeline, pending acquisition of those in the Baldwin Ditch, it would appear that a gravity system from Beaver Creek should be more satisfactory than a pump system from the Thompson River. I am quite certain that there is ample, or even surplus water both physically and legally. I have also obtained Mr. Sander's confirmation that the Park Service can segregate the diversions for the United States and Mr. Grove's customers at any point between diversion and place of use.

There is, of course, the situation that the United States will still have title to the portions of the Hondius-Beaver Pipeline on Federal land which Mr. Grove might independently use. From the contracts of 1910, 1921 and 1931 of Mr. Hondius with Sinclair, Blackmar, and O. P. Low, there is a suggestion that Mr. Grove's interests might revert partially to the consumers, together with some claim to water rights. Mr. Sanders did not consider that our records were sufficient for consideration of potential reversion of interests to the consumers. However, the quantity of water involved in any appurtenant water rights would be small compared with the total rights of the United States.

Of course, in order to divert the Federal water in quantities other than as decreed at the headgates of all four Federal conduits, or to use the irrigation rights in the Mupps and Beaver Ditches for domestic purposes, it would be necessary to obtain decrees for changes in points of diversion and purpose of use. However, the Park Service can reduce its authorized diversions by any one or more of the conduits if necessary to maintain the quantity of water authorized to be diverted by the others.

These matters should be fully considered before any further water development is adopted for the Utility and High Drive Entrance area. We should also be advised as to how you do propose to use the Beaver Creek water available under Federal water rights, when some decision is reached.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: ~~Superintendent~~ Chief, WODC, Rocky Mountain, w/c two attachments

11-11-1957: letter to supervisory engineer from project supervisor regarding conflict between high drive entrance road and existing

COPY

November 11,1957

To: Mr. P.E. Smith, Supervisory Engineer

From: Norman W, Adams, Project Supr. Rocky Mountain Nat'l Park

Subject: Conflict between High Drive Entrance Road and existing portions of the Beaver- Hondious water supply sytem.

In order to avoid future delays and perhaps attending public relations problems it is recommended a study be made of the subject conflict of location.

It is impossible to anticipate just what finish grade elevations of the New Entrance road will be however it is timely to discuss any conflict with the South Main Pipeline of the Beaver-Hondius system. The Bureau of Public Road's plan and report of the project does show areas of conflict and possible need of relocation.

I have submitted my recommendations to Park Supt. James V. Lloyd and therein have suggested a pipe item be made a part of the BPR contract whereby the portions of the existing pipeline likely to be exposed or otherwise adversly affected during construction can be relocation without the interruption of service to residents depending upon that supply. The pipe item should include the pipe in size and kind of that now existing., also the drains, vacum and air relief valves required to insure perpetuity of existing service.

This item appears to involve not more than a 1000 lineal feet of 1-½" or 2" galvanized steel pipe and the fittings including valves, drains and accutrements the installed cost should be less than $3000 as the system is mostly a shallow line having a 1-foot cover and suitable for only seasonal use.

It seems rather important that the continuity of service and operational features be given consideration at this time to avoid possible claims and legal action arising from the people served by this system. Information available indicates users are in an un-incorporated area and ditribution of water in areas outside the Park holding is being made by heirs and/ or assigness of the original owner. Ownership and maintenance of rather ancient supply lines lying within the Park Boundaries are obsured by past agreement, unevaluated by the writer, and posing legal aspects. I am anxious that no opportunity be given the Beaver-Hondius waterline customers, to complain or otherwise force an issue of jurisdictional and maintenance problems to conflict with the High Drive entrance road construction.

Please refer this to channels for evaluation and appropriate consideration and action.

Norman W, Adams, Proj. Supr.

Copy to: Mr. James V. Lloyd, Supt.

October 9, 1957

MEMORANDUM for Mr. Hartzog:

As requested, the undersigned called on Attorney Vergyl H. Reynolds, at his office in Boulder, Colorado, 10:00 A.M., Friday, September 27, 1957. The purpose of the call was to obtain his opinion concerning (1) instruments necessary for an unquestionable title to all water pipe lines and laterals lying within the Eastern Approach Road acquisition area and (2) proposed changes by road construction, in alignment of water mains supplying customers outside of the authorized acquisition area and outside of the National Park boundaries.

Two water systems are involved and are discussed below:

Hondius - Beaver

That part of the Hondius-Beaver Pipe Line, including all rights-of-way, pipe and structures, where then constructed, between the several points of diversion and the point where the main pipe line crosses the National Park East boundary (East line of NW¼ of SW¼ of Sec. 27, T. 5 N., R. 73 W. 6th PM.) was conveyed to the United States by Pieter Hondius by deed dated February 18, 1932.

On July 21, 1947, Mr. William F. Grove acquired by purchase that part of the Hondius-Beaver Pipe Line distribution system lying outside of the boundaries of the National Park. This system serves, along with other areas, that part of the South one-half of Section 27 lying South of the High Drive Road and now being purchased in connection with the Eastern Approach Road acquisition program. Although, Mr. Grove states that all of the supply laterals located South of the High Drive are owned by the property owners who are now selling to the United States, we have obtained a Quit Claim Deed conveying all of Mr. Grove's interest (if any) to any and all of the distribution system lying within the authorized acquisition area, and to any laterals he might own connecting with the United States' water lines within the construction area inside the National Park.

The Hondius-Beaver Pipe Line water rights are owned by the United States. Mr. William F. Grove operates the Hondius-Beaver water system under a Special Use Permit issued by the Superintendent.

* Mr. Reynolds' opinion concerning the Hondius-Beaver Pipe Line and the proposed changes in alignment is as follows:

1. The Quit Claim Deed from Mr. William F. Grove to the United States is adequate for the purposes for which it was obtained.

2. If road construction should enter upon or across the present pipe line alignment used to serve properties outside the acquisition area the United States may make any changes in location

or alignment that seems necessary as long as the points of diversion are not changed and service to customers entitled to receive water is not curtailed or discontinued.

3. Mr. Reynolds suggested that we have a written agreement with the Hondius-Beaver Pipe Line operator, Mr. Grove, concerning the dead-ending of the water pipe laterals now serving the property being purchased, preferably at a point outside the acquisition area. The dead-ending of a line will require a drainage box and this should be covered in the agreement.

we will have to raise question whether we can spend money outside the authorized area.

Hildred Griffith Pipe Line

The Town's 4-inch Hildred Griffith Pipe Line is constructed along the West side of the Mary's Lake road and along the North side of the Moraine Park road (State 262) to a point on the Milton Hayes property and then in a Northwesterly direction across the Hayes property ending at a large valve on the Section line common to Sections 35 and 34. Approximately at the point of intersection of the construction line of the New Eastern Approach road and the Moraine Park road there is a concrete box on this pipe line containing a pressure reduction installation (140 pounds to 80 pounds) and near it another concrete box containing both shut-off and drainage valves. Descriptions of the properties abutting upon the Mary's Lake and Moraine Park roads extend to the center of the respective roads, and, when acquired by the United States, will include the right-of-way for this pipe line.

From the valve at the end of the Hildred Griffith Pipe Line, a 1½ inch pipe line extends in a Northerly direction across the Carigan property and on to supply water to the Woodland Heights Cabins located on the North side of the High Drive road and outside the authorized acquisition area.

There is no right-of-way of record for this 1½ inch line. Neither the Town of Estes Park or Mrs. Hildred Griffith claim ownership. Unverified reports indicate that this water line is five feet under the ground and that it was constructed at a cost of $4,000.00 by a Mr. Springsteel who formerly owned the Beck property now being purchased by the Government. Woodland Heights Cabins pay water rent to the Town of Estes Park.

* Mr. Reynolds' opinion concerning the Hildred Griffith Pipe Line owned by the Town of Estes Park and concerning the 1½ inch pipe line extending therefrom is as follows:

1. The United States should obtain a written understanding or agreement with the Town of Estes Park concerning road construction over or on the Hildred Griffith Pipe Line right-of-way.

2. The United States should, at its expense, move the pressure reduction installation, the shut-off and drainage valves now located in the construction area.

3. The alignment and location of the 1½ inch pipe line can be changed as long as uninterrupted year around water service is provided to the Woodland Heights Cabins in the same amounts and with approximately the same pressure as now enjoyed.

General

It is Mr. Reynolds' suggestion that we have an understanding with Mr. Hayes concerning the dead-ending of any of his water lines that are to be abandoned because of discontinued service in the acquisition area. The dead-ending of a line will require a drainage box and this should be covered in the agreement.

Wayne H. Hackett
U. S. Commissioner

Ray Umphrey
Real Estate Officer

Docket No. 4

March 24, 1952

Statement Relating to the Hondius-Beaver Pipe Line

Rocky Mountain National Park

The Hondius-Beaver Pipe Line was assigned to the United States as an appurtenance to the land conveyed by Deeds Nos. 21 and 24. For copies of the deeds, see Water Right Docket No. 13.

It will be noted by other records in Dockets Nos. 4 and 13 that there is an undefined partial interest in the pipe line owned by a permittee or the owners of lots in certain subdivisions which are served by this pipe line.

(SGD.) A. VAN V. DUNN

A. van V. Dunn
Chief, Water Resources Branch

02-04-1939: memorandum to director from nps regarding change points of diversion of a portion of the water to be taken and used

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ROCKY MOUNTAIN NATIONAL PARK
ESTES PARK, COLO.

February 4, 1939.

AIR MAIL

Memorandum for the Director

On January 31 you were advised by radio that a petition of the United States to change points of diversion of a portion of the water heretofore authorized to be taken and used under priorities numbered 57, 58, and 68 was approved by the District Court, Judge Clark presiding. This action on the part of the Court fully recognized that the water under these decreed priorities had been conveyed by Peter Hondius to the United States through negotiations completed in 1932.

It should be stated that Regional Attorney Taylor and Associate Engineer Dunn handled the details or preparation for this case in an excellent manner. I should also like to commend Special Assistant to the Attorney General Worth Allen for his efforts in this connection. Mr. Allen ably and vigorously presented the Government's case to the Court.

Eleanor E. Hondius appeared as a protestant, as is indicated in the petition, a certified copy of which will be furnished you as soon as available. However, upon advice of her attorney Judge Fred W. Stover, of Fort Collins, Colorado, no actual protest was made. Mrs. Hondius did present as evidence a Special Use Permit dated February 23, 1932, authorizing Peter Hondius to operate the Hondius water supply system.

So far so good, but now a major complication has appeared. Last fall certain parties along the Big Thompson River appeared before the Court petitioning new water decrees for reservoir purposes. While at first only the matter of reservoir rights was involved, the entrance of other elements has made it necessary for the Court to declare a general adjudication of water rights along the Big Thompson and its tributaries. The hearings on the adjudication will commence Monday, March 6. This general adjudication has started quite a scramble, and because of various complications, most prominent being the entrance of the Colorado-Big Thompson Diversion project and the probable petitioning for further rights on Beaver Creek, the Park is forced into further action for its own protection. We, therefore, plan to file statements of claim on all usages in the Park from the Big Thompson River and its tributaries. These have been discussed with Mr. Taylor and Mr. Dunn, and the necessary data is undergoing preparation for presentation to the Court.

A major difficulty has arisen in connection with the Hondius water supply system. After considerable discussion with Mr. Taylor and Mr. Worth Allen, as well as informal discussions with Judge Stover, who represents Mrs. Hondius, we tentatively agreed that the Government definitely assumed ownership, through the Hondius negotiations, of certain springs and water rights supplying the Hondius water supply system. Your attention is called to the wording of the Special Use Permit, authorizing the Hondius interests to operate this pipe line. If this usage is to be protected and the water users on the system given the deserved consideration, it will be necessary that some one file a statement of claim in the coming adjudication covering the filing made by Mr. Hondius (Filing No. 15,370, office of the Colorado State Engineer). Inasmuch as the Hondius right in connection with these springs was conveyed to the United States and then in turn made available to him by Special Use Permit, it appears that the Government should proceed in the coming general adjudication and secure a decreed right for this water.

Although not introduced as evidence in the case heard January 30, it developed that Mrs. Hondius has a contract with water users, which does not help clarify a muddled situation. A copy of the contract is attached. Your attention is called to item "1" of this instrument.

> "This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators, or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate the same upon thirty days written notice of such election. Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons, jointly, as may be entitled to service from said plant, in which event the said users of water shall become joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith."

It appears that the Hondius interests have been issuing this type of contract to water users since 1910; hence, it would seem that up to the time Mr. Hondius conveyed his lands to the United States, water users have a definite right under the conditions of the contract set forth above.

As previously stated, no one here was aware of the substance of this contract until Mrs. Hondius produced it at a Court conference prior to the hearing of January 30.

Since the coming general adjudication definitely forces the hand of everyone interested in protecting water usage, there seems to be three avenues of approach to secure a decreed right covering the Hondius water supply system. These are as follows:

1. Take the attitude that the water serving the Hondius water supply system passed to the United States and that through the Special Use Permit the operators of the water supply system are in a position similar to ordinary operators in the Park. If this right is recognized and a decree is given to the United States, the operation of the pipe line could continue to function under the present Special Use Permit.

2. The Hondius interests and the Government could make a joint statement of claim.

3. Water users and the Hondius interests, together or separately, could make a statement of claim and the Government could stay entirely out of the picture.

From our standpoint, we believe that the first alternative would be the best procedure to follow. It is realized that the Government would then have more definite responsibilities with regard to the pipe line, but under existing circumstances the contract with water users seems to be an encumbrance on the land. However, at the end of the present Special Use Permit, it would appear that the system could be a source of considerable revenue, and, last but not least, it would maintain Park control over the operation of the system.

I have been governed in my considerations by the attitude that here is an incompatible use which, over the years, the Service should be in a position to eliminate if possible. Admittedly, under the terms of the contract with users, this step would seem to be in the distant future.

Additional water will be necessary to supply the Utility Area in the not too distant future, and this pipe line would be the most economical source of future supply. If the Hondius interests should at a later date decide to step out of the picture, the users or some other interested party would, no doubt, desire to function as an operator of the water supply system on the terms of a Special Use Permit or similar instrument.

On the other hand, if we permit the Hondius interests or the water users themselves to file a statement of claimand secure the water involved, a more definite and alien right will be established in the park. While some may view the Government's stepping into the picture in this case as shrewd practice, nevertheless it seems to me that we would be negligent in our duty if we did not step in as suggested under alternative No. 1 and protect what interest we now have.

I should like your opinion at the earliest possible date as to the facts and considerations outlined above. Time is important, since the opening of the hearing is set for March 6, and we must be in a position to file statements of claim on our usages by that time.

Regional Attorney Taylor left for San Francisco yesterday and he will write you his reactions the first of next week. In view of the short period of time allowed, if we do not hear from you within the next several weeks, may we assume that we may proceed as outlined under the first alternative?

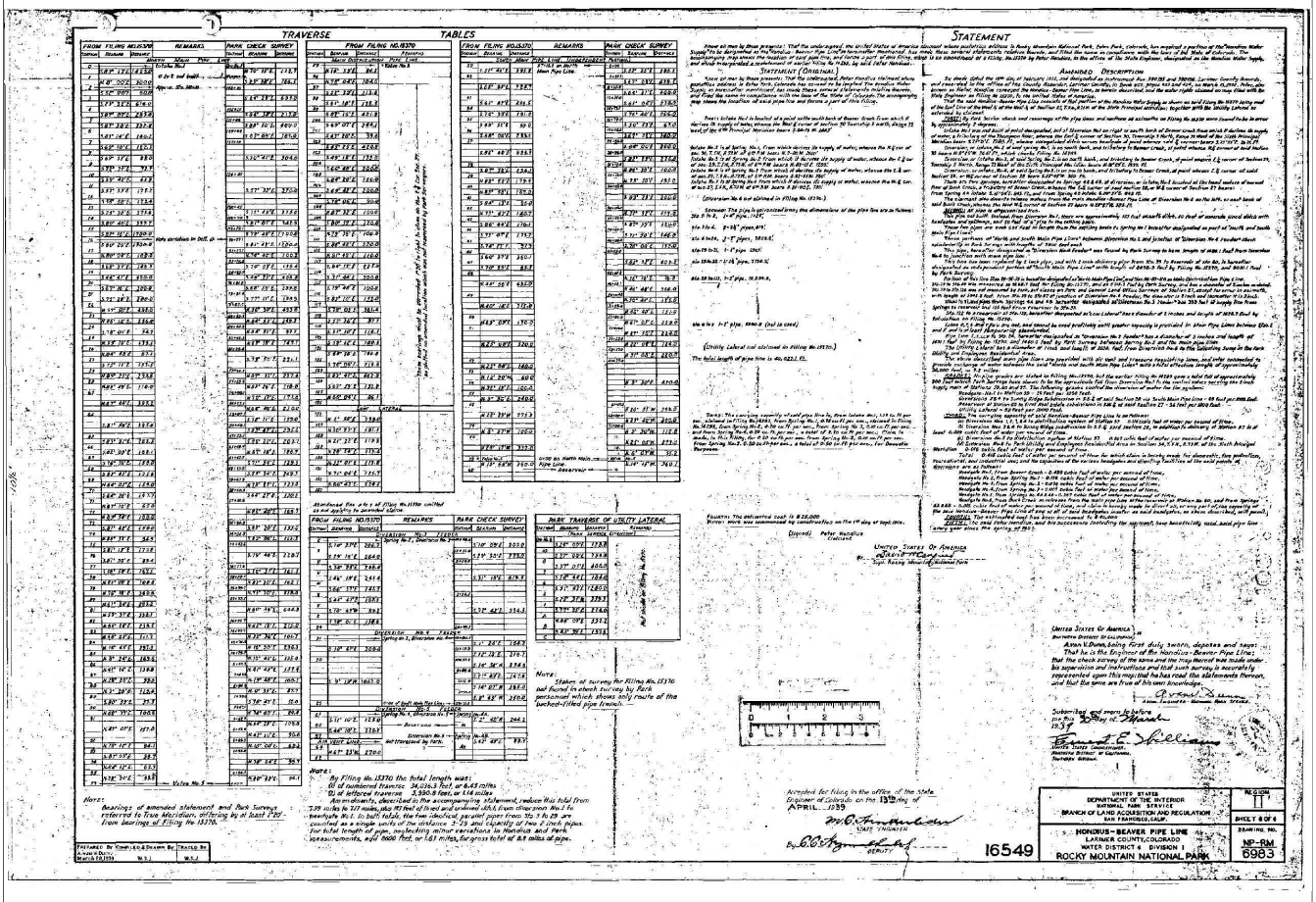
If we can furnish you with further information regarding these matters, please notify us.

May I again call your attention to the fact that it is urgently necessary that we hear from you on this matter.

John S. McLaughlin,
Acting Superintendent.

Enclosure
in duplicate

cc- Region II
Supt. Canfield
Mr. Taylor



TRAVERSE TABLES

STATEMENT

AMENDED DESCRIPTION

STATEMENT (ORIGINAL)

Accepted for filing in the office of the State Engineer of Colorado on the 13th day of APRIL, 1939

M. C. Hinderlider
STATE ENGINEER

By C. C. Hamilton
DEPUTY

16549

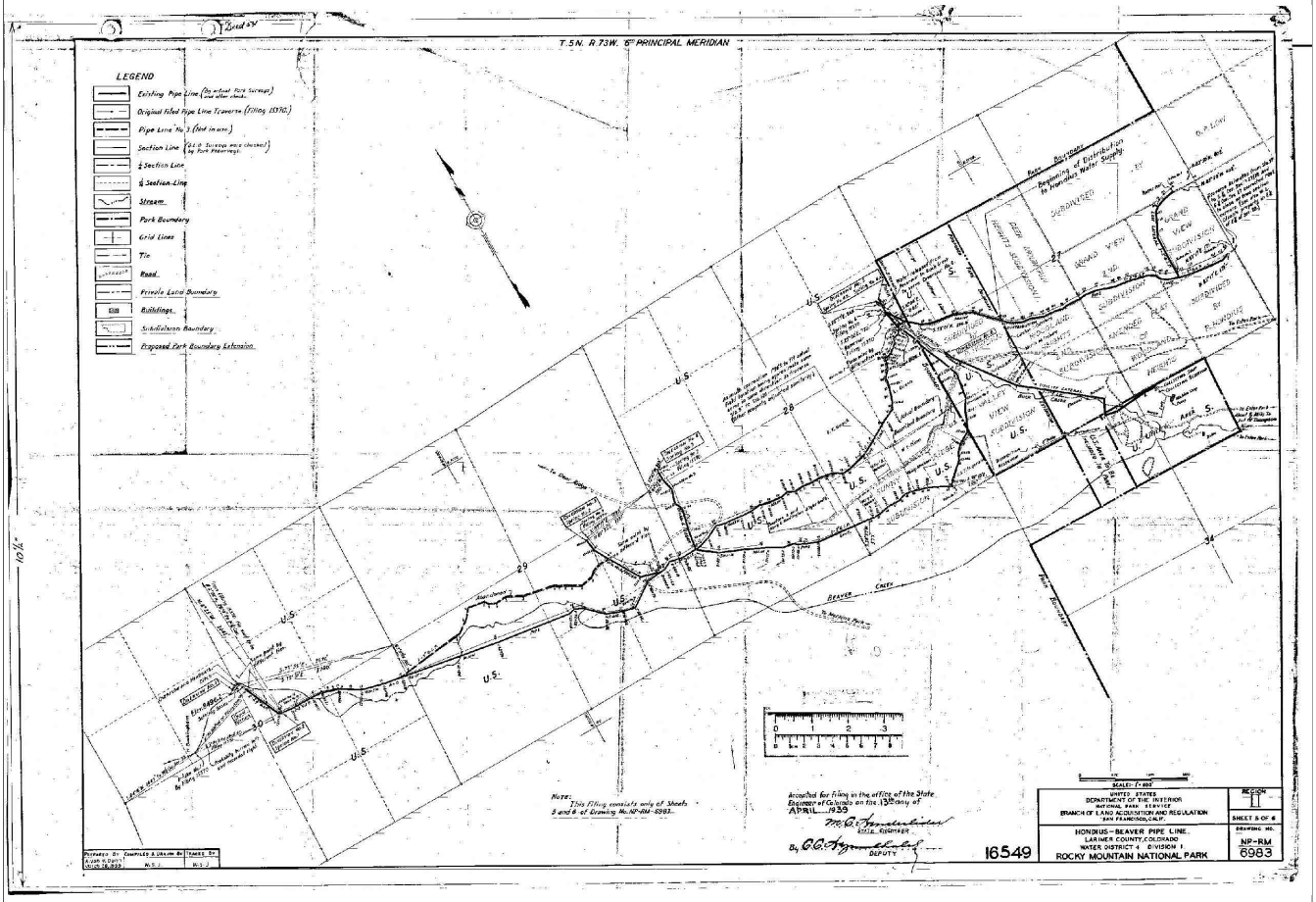
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
BRANCH OF LAND ACQUISITION AND REGULATION
SAN FRANCISCO, CALIF.

REGION 11
SHEET 8 OF 8

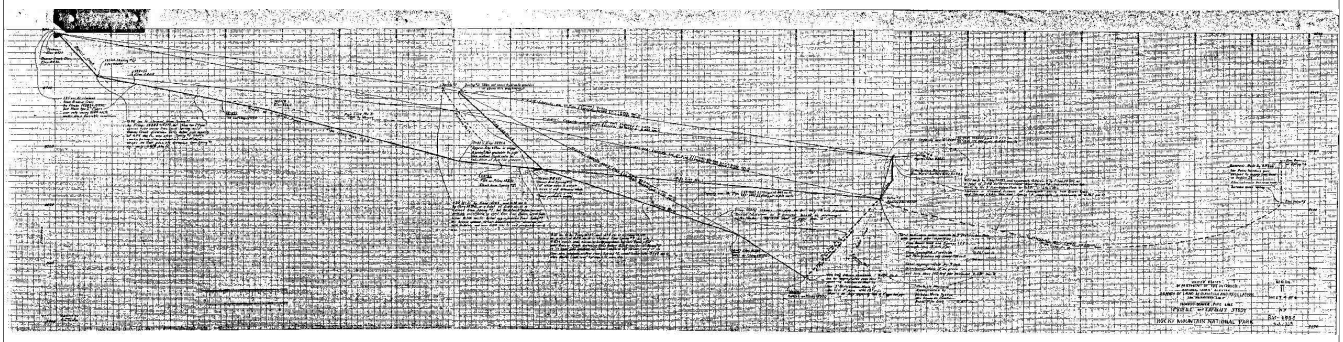
HONDIUS - BEAVER PIPE LINE
LARIMER COUNTY, COLORADO
WATER DISTRICT 6 DIVISION 1
ROCKY MOUNTAIN NATIONAL PARK

DRAWING NO.
NP-RM 6983

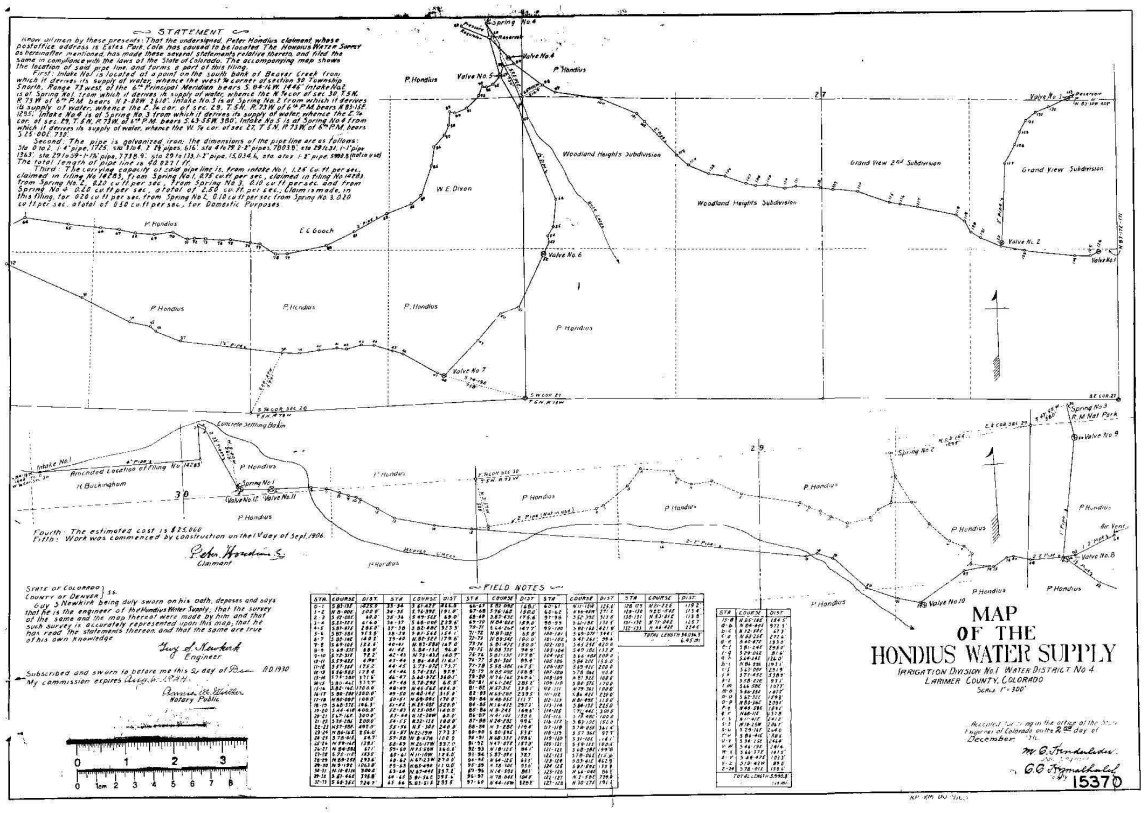
03-28-1939: map of the beaver pipeline



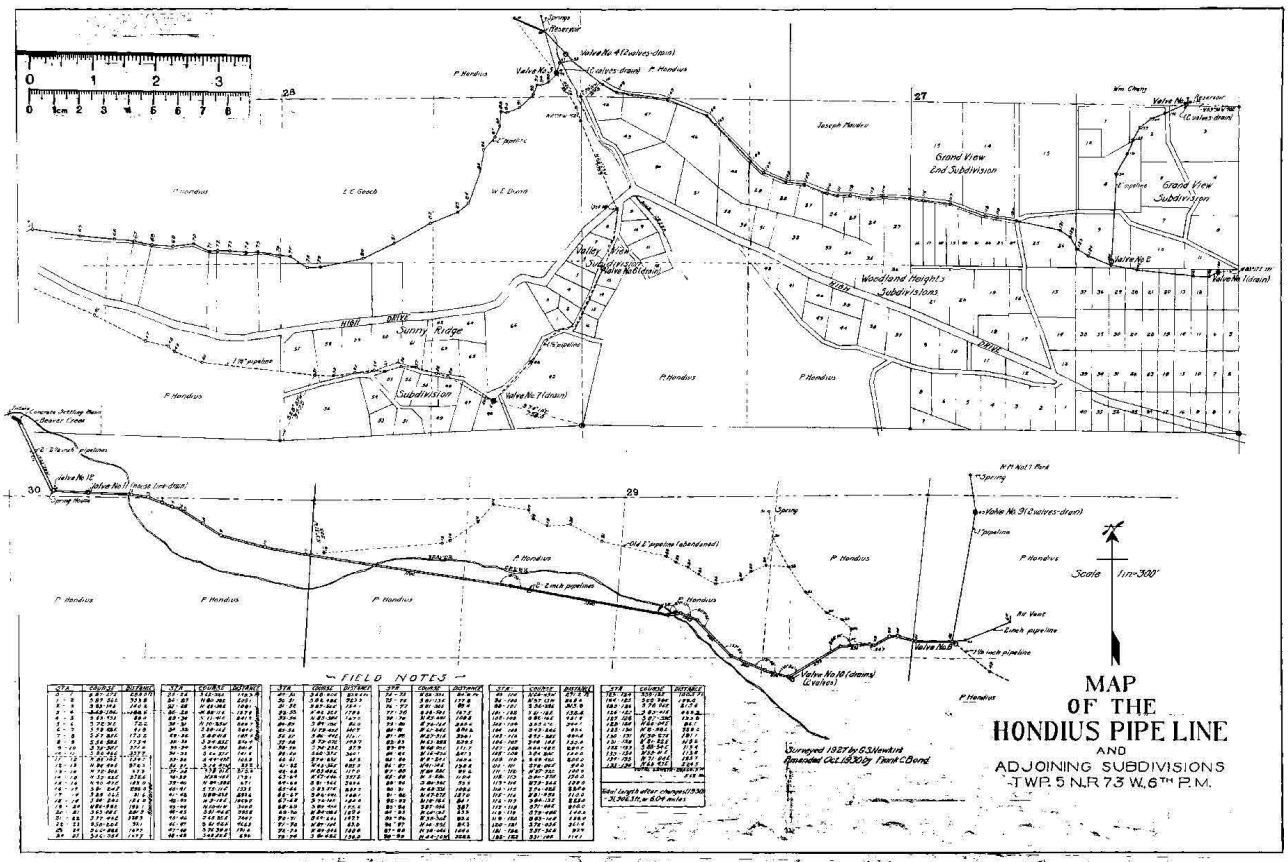
00-00-0000: profile and capacity study - hondius beaver pipeline



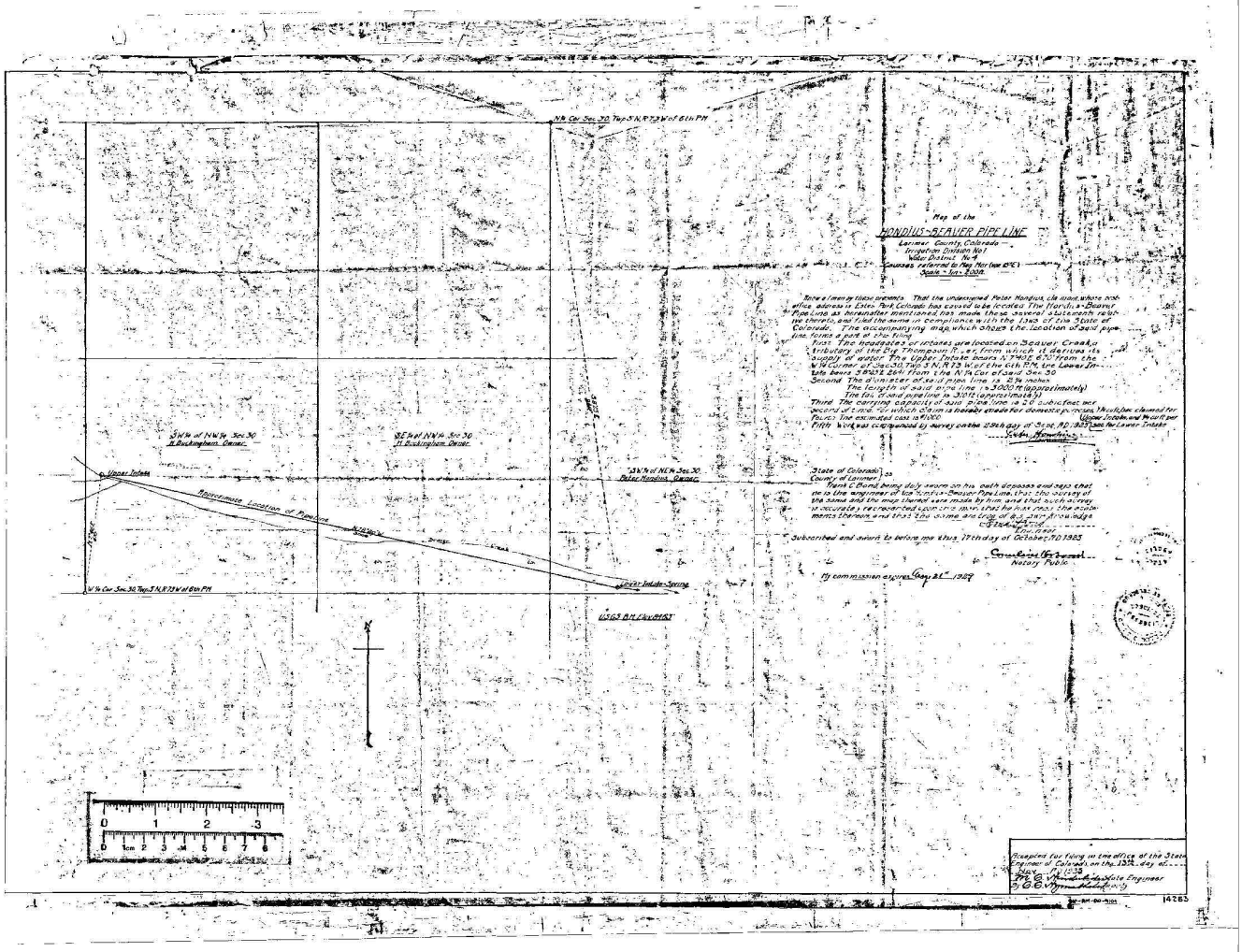
12-02-1930: map of the hondius water supply



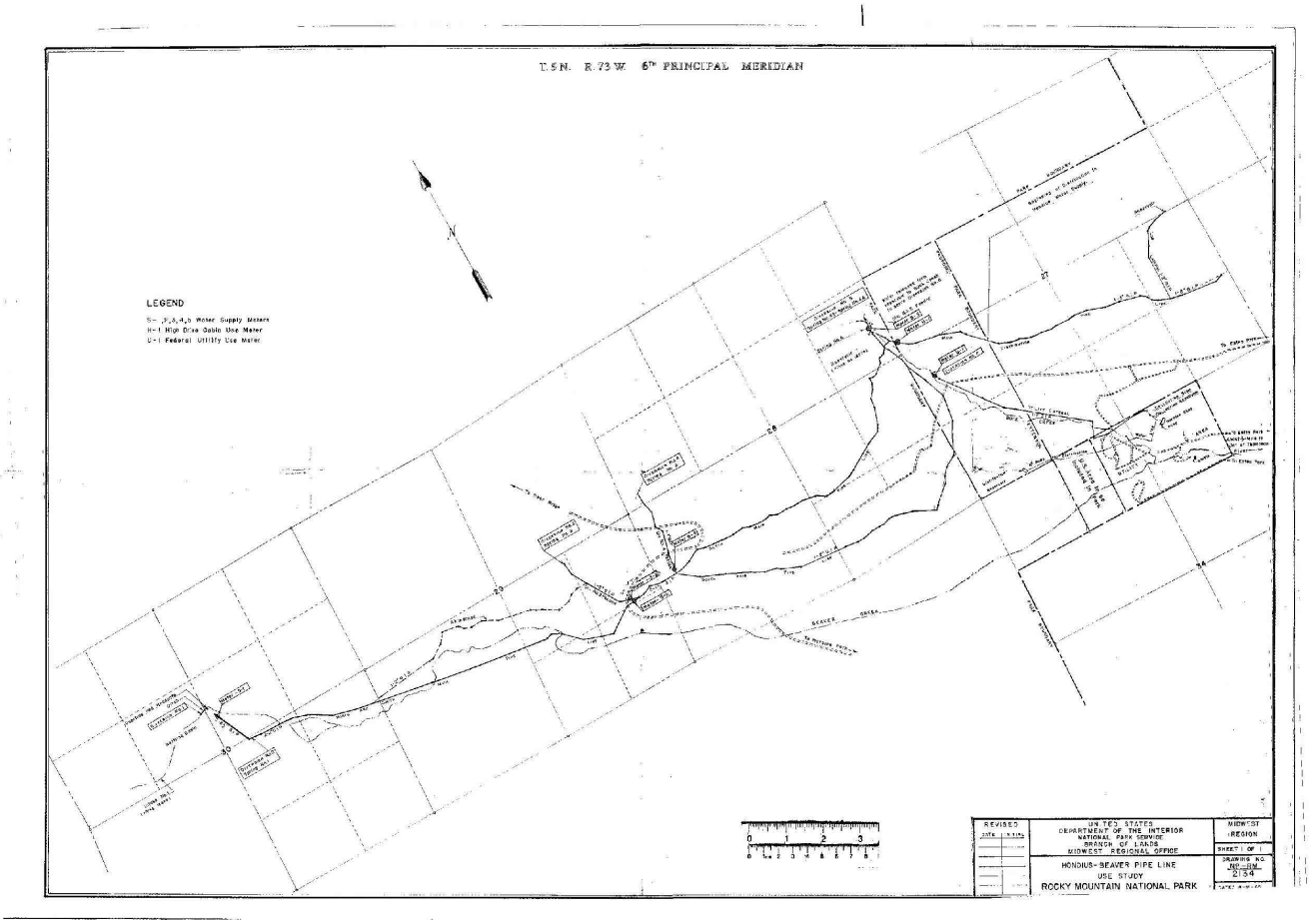
10-00-1930: map of the hondius pipeline



11-13-1935: map of the hondius - beaver pipeline



00-00-0000: map of the hondius-beaver pipeline use study



Docket Information

Number of Documents in Docket 179

Documents Dated from 9/1/1906 to 12/17/1993

Docket Compiled: 6/14/2011