WATER-RIGHT DOCKET

Rocky Mountain National Park

Docket No: 20

TONAHUTO CREEK GRAND LAKE LODGE AND NORTH FORK COLORADO RIVER

Preliminary Docket Information

00-00-0000: water right record

WATER RIGHT RECORD

Park: ROMO

Docket Number:
Federal #20

IDENTIFICATION NO: ROMO , R , 3 2 0 4 7 5 , B , F , 2 0

DITCH/WATER SYSTEM: Grand Lake Lodge and Ranger Station

SOURCE OF SUPPLY: Tonahutu Creek and the North Fork of the Colorado River

LOCATION: A point whence the Northwest Corner of Section 32, T4N, R75W bears N 31°12' W. 1800.55 feet and a point whence the Norwest Corner of said Section 32 bears N 87°52' W. 1756.34 feet.

WATER RIGHT:

Appropriator: United States, National Park Service

Application/Permit Number: Absolut Water Right, March 6th, 1973

Certificate Record Number: Civil Action #1768 County of Grand

Date of Priority: August 31, 1955

Quantity of Water: 0.072 c.f.s.

Purpose: Domestic

Irrigated Land Description:

SUMMARY OF STATUS: The water is used at the Grand Lake Lodge and Ranger Station, located in Section 31, T4N, R75W, of the 6th P.M.

Docket No. 20. Not Adjudicated. MAY 8 1957

GRAND LAKE LODGE & RANGER STATION

WATER SYSTEM

Pipe Line No. , Water District No. 51.

USE

Domestic. Supplies water to the Grand Lake Ranger Station and to the Grand Lake Lodge and Cabins.

HEADGATES

Two Points of Diversion are on the West bank of Tonahutu Creek at two different points as follows: (a) Located about 3850 feet Northeast of the Grand Lake Lodge building at a point whence the Northwest Corner of Section 32, Township 4 North, Range 75 West, bears North 31° 12' West 1800.55 feet. This diversion is from a small concrete dam into a 2 inch pipe about 130 feet upstream from the Hydro-power Plant. (b) Located about 5450 feet Northeast of the Grand Lake Lodge building at a point whence the Northwest Corner of said Section 32, bears North 87° 52' West 1756.34 feet. This is the point of diversion of the Grand Lake Lodge Power (20 inch) penstock.

PRIORITY

This water right has not been adjudicated. First beneficial use of water from point (a) was in 1920 and from point (b) was in 1927.

AMOUNT

0.024 cubic feet of water per second of time is claimed as of June 1, 1920, and 0.048 cubic feet of water per second of time as of July 1, 1927, or a total of 0.072 cubic feet per second of time is claimed for diversion from either point. (32.31 gallons per minute)

OWNERSHIP & OPERATION

Claimed and owned by United States. Operated by Park Service.

MAPS

Filing No. 17579, accepted by State Engineer of Colorado on January 21, 1946.

Western Ranger District. Grand Lake Lodge Area.

Rocky Mountain National Park

Index to Water Right Docket No. 20

GRAND LAKE LODGE AND RANGER STATION WATER SYSTEM

Outline of Assembly

1. General Land Office Map of T. 4 N, R. 75 W., of sixth principal meridian, November 22, 1932.
2. Deed of July 1958 from Margaret Mitchell to Colorado Transportation Company.
3. Decree to Quiet Title Colorado Transportation Company versus the Mitchell heirs.
4. Deed of 1962 for Marjorie Thatcher et al. to Colorado Transportation Company.
5. Drawing No. NP-RN 6968.
6. Memorandum of Agreement between United States and the Colorado Transportation Company approved November 9, 1960.
7. Supplemental Memorandum of Agreement dated February 7, 1961.
8. Filing No. 17579.
9. Record of Well dated August 13, 1947.
10. Statement of Claim by the United States for the Grand Lake Lodge and Ranger Station Water System dated 1948.
11. Court Decree for sale of James L. Cairns Real Estate dated July 1926.

GRAND LAKE LODGE AND RANGER STATION WATER SYSTEM continued

12. Memorandum of October 18, 1960.

13. Summary Sheet of Grand Lake Lodge and Ranger Station Water System.

ADJUDICATION OF RIGHTS

MEMO For Files :

Mr. A. van V. Dunn, Chief, Water Resources Section, Director's Office, in his memorandum of September 20, 1960, to the Regional Director, Region Two, stated in the last paragraph as follows:

> The Fedral claims under Filings 16511, 16658, 16659, 16668 and 17579, in Dockets 14, 15, 16, 17 and 20, should all be adjudicated when, or if, the Department of Justice decides to do so. The claims may all need revision before such action.

All above claims are in Water District No. 51.

I N D E X

Index prepared in Reg. Two office per Mr. Dunn's memo. dated March 29, 1961 -

ROCKY MOUNTAIN NATIONAL PARK

DOCKET NO. 20

PART I - Land Status

1. Print of GLO plat of T 4 N, R 75 W, 6 PM, Accepted Dec. 9,1932
2. Description of Dunn's proposed Park exclusion
3. Deeds and Decree:
   a. Quit Claim Deed of November 25, 1957
   b. Decree of June 4, 1958
   c. Warranty Deed of February 16, 1959
4.
4. Dwg. NP-RM-6968
5. Copies of the Agreements:
   a. Agreement of Nov. 9, 1960 between U.S. and Company
   b. Agreement of Feb. 7, 1961 " " " "

PART II - Water Rights

(Copy of Mr. Dunn's March 29, 1961 is attached for ref. convenience.)

DOCKET INFORMATION SHEET

Docket Identity	ROMO R 32 04 75 C F 20
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	GRAND LAKE LODGE AND RANGER STATION
State	COLORADO
County	GRAND
Docket	ROMO WATER RIGHT DOCKET 20
Location	T4N R75W SEC 32 NW COR BEARS N87°51'W 1,756.34 FT
Acquired by	APPROPRIATION
Application	17579 JANUARY 21 1946
Permit	
Certificate	
Priority	
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	SURFACE WATER
Use	DOMESTIC
Quantity	0.048 CFS
Hydrologic Unit	14010001
Remarks	FIRST BENEFICIAL USE WAS MADE ON JULY 1 1927 A TOTAL OF 0.072 CFS IS CLAIMED FOR DIVERSION FROM EITHER POINT

DOCKET INFORMATION SHEET

Docket Identity	ROMO R 32 04 75 B F 20
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	GRAND LAKE LODGE AND RANGER STATION
State	COLORADO
County	GRAND
Docket	ROMO WATER RIGHT DOCKET 20
Location	T4N R75W SEC 32 NW COR BEARS N31°12'W 1800.55 FT
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Application	17579 JANUARY 21 1946
Permit	
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Priority	
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	SURFACE WATER
Use	DOMESTIC
Quantity	0.024 CFS
Hydrologic Unit	14010001
Remarks	FIRST BENEFICIAL USE WAS MADE IN 1920 ON JUNE 1 A TOTAL OF 0.072 CFS IS CLAIMED FOR DIVERSION FROM EITHER POINT

State Water Rights Documentation

02-08-1968: in the united states district court for the district of colorado; notice of supplemental adjudication of water rights for all

IN THE DISTRICT COURT

IN AND FOR THE COUNTY OF GRAND

STATE OF COLORADO

CIVIL ACTION NO. 1768

IN THE MATTER OF THE SUPPLEMENTAL ADJUDICATION OF RIGHTS TO THE USE OF WATER IN WATER DISTRICT NO. 51, FOR ALL BENEFICIAL USES AND PURPOSES,	NOTICE OF SUPPLEMENTAL ADJUDICATION OF WATER RIGHTS FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 51.
CHARLES E. CLAYTON, Petitioner.	

The people of the State of Colorado: To all persons, associations, corporations and entities owning or claiming any water rights through any ditch, pipe line, canal or reservoir, or otherwise, in Water District No. 51 of the State of Colorado, and to all persons, associations, corporations, and entities resisting any claim for water rights in said water District No. 51, in the above En Titled matter, greeting:

WHEREAS, an order of the above Court was entered in the District Court, County of Grand and State of Colorado, on the 6th day of FEBRUARY, 1968, and filed in said cause on said date, in the matter of the supplemental adjudication of priorities of rights to the use of water for all beneficial purposes in said Water District No. 51, in said County and State.

NOW, THEREFORE, notice is hereby given to all persons, associations, corporations and entities interested as owners or claimants of water rights in Water District No. 51, Irrigation Division No. 5, in the State of Colorado, either for domestic, municipal, irrigation, sanitation, mining, milling, manufacturing, power-generation or other beneficial uses and purposes, and to the owners and claimants of ditches, canals, pipe lines and reservoirs in said District, that on the 30th day of April, 1968, at the hour of 10 o'clock A.M. of said day, in the District Court Room at the County Court House in Hot Sulphur Springs, Colorado, the Court will convene for the purpose of commencing the hearing and taking of evidence relative to priorities of right to the use of water in said District, and that hearings before the Court for such purpose will continue from day to day and be adjourned from time to time as provided by law until all persons, associations, corporations and entities are given a reasonable length of time to file their respective statements of claim for water rights in said District and to submit proof in support thereof; and that at said time and place fixed for said hearings and at all subsequent times to which said hearings might be adjourned and continued, all persons, associations, corporations and entities are hereby

notified that they shall have the right to resist any claim which may be made for any water right in said proceeding by any person, association, corporation or entity.

You are further notified that all persons, associations, corporation and entities listed as owners or claimants of water rights in said Water District No. 51 in the State of Colorado, and as the owners of any ditch, pipe line, canal or reservoir in said water District, are to attend said hearing by themselves, their agents or attorneys at the time and place above appointed and are then and there to file their statements of claim in case the same have not theretofore been filed in the office of the Clerk of this Court, under and pursuant to the statutes of the State of Colorado in such case made and provided, and to present their several proofs touching their claim for such priorities, by them or any of them for reservoirs in said District, and to present their proof for or against any priority to the use of water sought to be shown and established by any other person, association, corporation or entity claiming water rights in said District, provided: That this notice shall not require any owner or claimant of a water right which has already been adjudicated to submit such water right in this supplemental proceeding.

Notice is further given that, as defined by the statute of the State of Colorado, Water District No. 51 is described as follows:

> "Water District No. 51 shall consist of all lands irrigated by water taken from the Grand River above the mouth of the Blue River, and from the streams draining into said portion of the Grand River except the Muddy and the Muddy and Troublesome Creeks and the streams draining into said creeks."

Witness my hand and the seal of the above Court at Hot Sulphur Springs, Grand County, Colorado, this 8TH day of FEBRUARY, 1968.

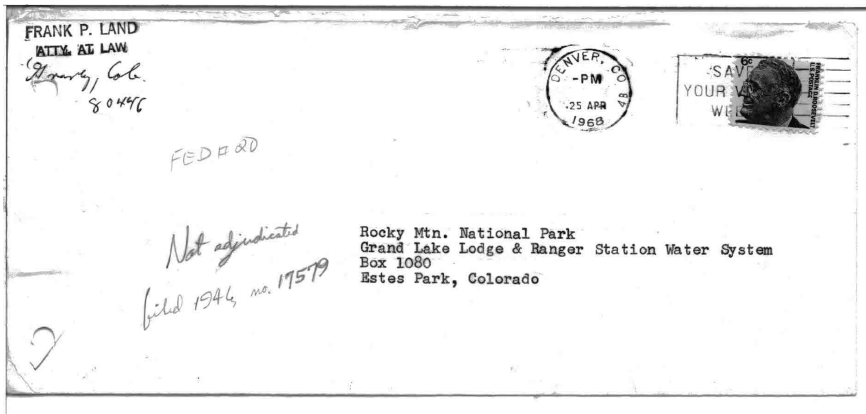
/S/ MARGUERITE BLOUCH
Marguerite Blouch, Clerk of
the District Court in and for
the County of Grand.

CERTIFICATE OF MAILING

I, FRANK P. LAND, Attorney at Law, and Attorney for the Petitioner in the above named Submittal Water Adjudication, do hereby certify that I have mailed a copy of the above and foregoing Notice of Supplemental Adjudication of Water Rights for all Beneficial Purposes in Water District No. 51, to all persons named on the list supplied to the Court by the Water Commissioner, Water District No. 51, Water Division No. 5 and the State Engineer of the State of Colorado, with sufficient postage thereon to carry each to its destination.

Frank P. Land
Frank P. Land,
Attorney for Petitioner

04-25-1968: addressed letter to rocky mtn. national park



FRANK P. LAND
ATTY. AT LAW
Granby, Colo.
80446

DENVER, COLO.
-PM
25 APR
1968

FED # 20

Not adjudicated
filed 1946, no. 17579

Rocky Mtn. National Park
Grand Lake Lodge & Ranger Station Water System
Box 1080
Estes Park, Colorado

ROMO

FILED
IN WATER COURT
Division No. 5
MAR 06 1973
STATE OF COLORADO
Elaine Bukowski
WATER CLERK
BY DEPUTY

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION NO. 5

STATE OF COLORADO

Civil Action No. 1768 COUNTY OF GRAND

PARAGRAPH 16, p. 12.

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF: THE UNITED STATES OF AMERICA IN THE COLORADO RIVER OR ITS TRIBUTARIES-- TRIBUTARY INVOLVED: TONAHUTU CREEK AND THE NORTH FORK OF THE COLORADO RIVER IN GRAND COUNTY	)	GRAND LAKE LODGE AND RANGER STATION WATER SYSTEM RULING OF THE REFEREE ABSOLUTE WATER RIGHT

The Referee having made the investigations required by Article 21 of Chapter 148, C.R.S. 1963, as amended, does hereby make the following ruling, to wit:

1. This application was referred to the Water Referee of Water Division No. 5 on the 31st day of August 1972.

2. Name of Applicant: The United States of America
c/o Kenneth J. Burke, Trial Attorney
Address: P.O. Box 1656; Denver, Colorado

3. The legal description of the water right claimed is: There are 2 points of diversion: 1) At a point whence the Northwest Corner of Sec. 32, T. 4 N., R. 75 W. bears: N. 31°12' W. 1800.55 feet, and 2) At a point whence the Northwest Corner of said Section 32 bears: N. 87°52' W. 1756.34 feet.

4. The water is diverted and transported by steel pipeline to the place of use.

5. Location of point or points of use: The water is used at the Grand Lake Lodge and Ranger Station, located in Section 31, T. 4 N., R. 75 W, of the 6th P.M.

6. The date of initiation of use: June 30, 1920.

7. The amount of water used is: 0.072 cubic foot per second of time.

8. The use of the water is: domestic.

9. The priority date of the junior-most water right heretofore adjudicated in Water District No. 51 is: August 31, 1955.

10. The date of the filing of the water right is: December 29, 1971.

11. Pursuant to the Initial Pre-trial Order of the Master Referee, the priority date is not determined in this ruling; and the Water Referee has determined in his discretion not to rule on the question of whether a valid appropriation of water has been made by the applicant.

It is accordingly Ordered that this ruling shall be filed with the Water Clerk and be distributed to all parties of record; and that in accordance with 148-21-19(2) C.R.S. 1963, as amended (1969), the above-entitled matter be and is hereby re-referred to the Master Referee for a determination of the matters referred to in paragraph numbered 11 above.

Done at the City of Glenwood Springs, Colorado, this 6th day of March 1973.

Water Referee
Water Division No. 5
State of Colorado

IN THE DISTRICT COURT IN AND FOR THE COUNTY OF GRAND

AND THE STATE OF COLORADO

IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE USE OF WATER FOR WATER DISTRICT NO. 51 IN THE STATE OF COLORADO	)))))	CIVIL ACTION NO. 1768 STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE GRAND LAKE LODGE AND RANGER STATION WATER SYSTEM

Comes now the United States of America by its attorneys, and makes the following statement of claim pursuant to Colorado Rev. Stat. Ann. 148-9-8 (1963):

I.

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

II.

The Post Office address of the claimant is Kenneth J. Burke, Trial Attorney, Department of Justice, P. O. Box 1656, Denver, Colorado 80201.

III.

The name of the structure for which claim is made is the Grand Lake Lodge and Ranger Station Water System.

IV.

The source of supply is Tonahutu Creek, a tributary of the North Fork of the Colorado River, from which it derives its supply of water, and diverted therefrom through a twenty (20) inch penstock and a two (2) inch galvanized pipe, with a lateral of one (1) inch pipe. The main line is five thousand six hundred fifty-five (5655) feet long, with a lateral line three thousand three hundred ninety (3390) feet long. The grade of said penstock is thirty-two and twenty-two hundredths (32.22) feet per one thousand (1000) feet, with a carrying capacity of thirty (30) cubic feet per second. The two (2) inch pipe has a grade of five and eight hundred seventy-four thousandths (5.874) feet per one thousand (1000) feet and a carrying capacity of seventy-two thousandths (0.072) cubic feet per second. The one (1) inch lateral maximum effective gradient is one

hundred nine (109) feet per one thousand (1000) feet, with a carrying capacity of twenty-one thousandths (0.021) cubic feet per second of time.

V.

The headgate is located at two points on the West bank of Tonahutu Creek as follows: (a) At a point whence the Northwest Corner of Section Thirty-two (32), Township four (4) North, Range seventy-five (75) West bears North thirty-one degrees twelve minutes (31° 12') West one thousand eight hundred and fifty-five hundredths (1800.55) feet; (b) At a point whence the Northwest Corner of said Section thirty-two(32) bears North eighty-seven degrees fifty-two minutes (87° 52') West one thousand seven hundred fifty-six and thirty-four hundredths (1756.34) feet.

VI.

The survey of the foregoing and initiation of construction for the foregoing structure was June 1920.

VII.

No storage involved.

VIII.

The total amount of water claimed is seventy-two thousandths (0.072) cubic feet per second of time.

IX.

A map and statement of claim for said Grand Lake Lodge and Ranger Station Water System was filed with and accepted by the State Engineer of the State of Colorado on January 21, 1946, and was assigned by him, filing number seventeen thousand five hundred seventy-nine (17579).

X.

The character of use for which claim is hereby made is for domestic purposes.

The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes, appear or purport to preclude this Court from awarding to the United States its water rights bearing their true priority dates.

Respectfully submitted.

James L. Treece
United States Attorney

By_____
Kenneth J. Burke
Trial Attorney
Department of Justice
P. O. Box 1656
Denver, Colorado 80201

State of Colorado)
County of Grand) ss

J. L. Dunning, Superintendent, being first duly sworn upon oath, deposes and says that he has read the foregoing application, knows the contents thereof and that the same are true.

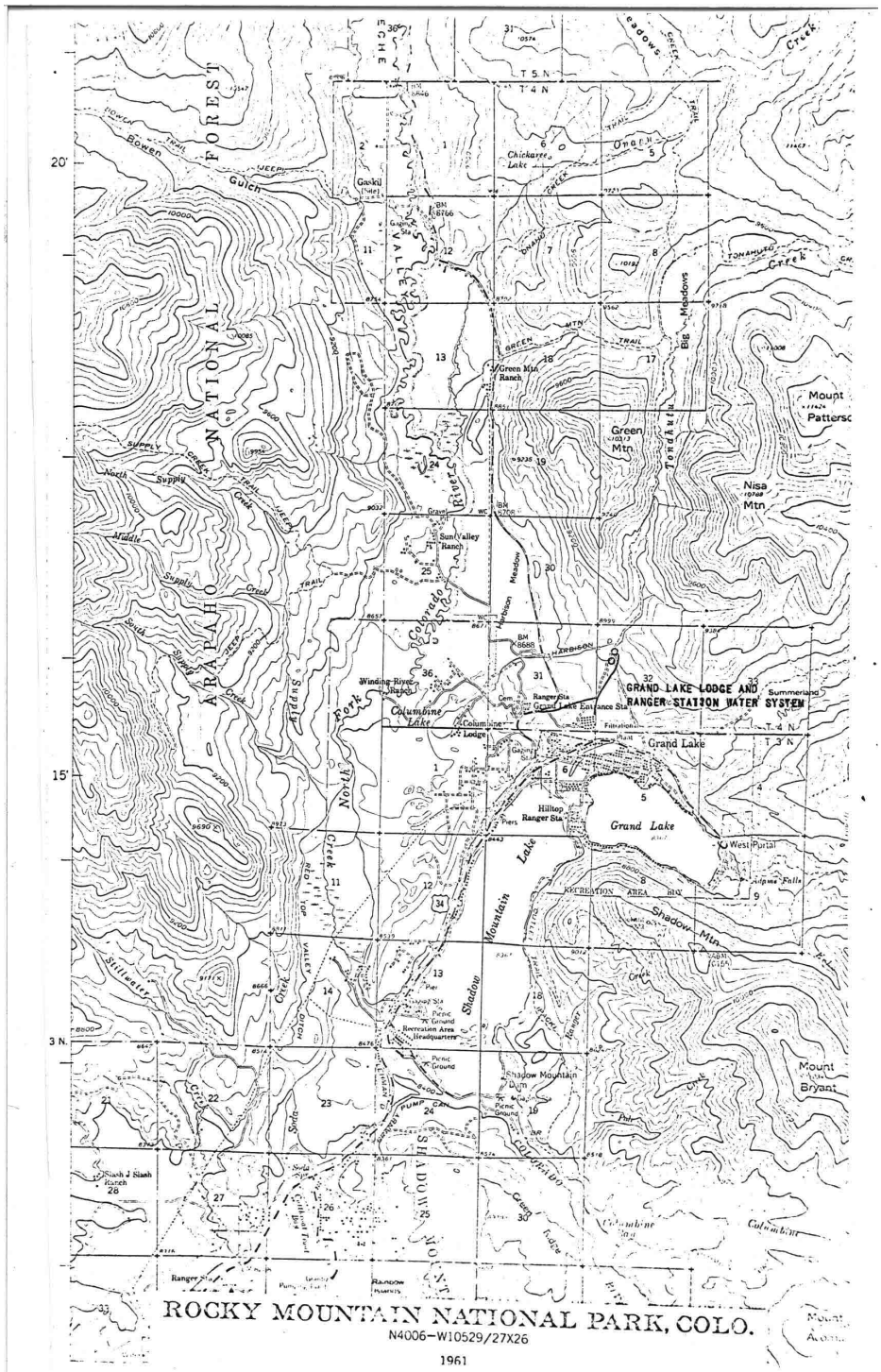
J. L. Dunning

Subscribed and sworn to before me this _____ day of _____, 19_____.

My commission expires _____.

_____
Notary Public

03-06-1973: map of grand lake lodge and ranger station water system



03-06-1973: court documents regarding the adjudication of the priorities of right to the use of water for irrigation

Filed July 17, 1948
at Hot Sulphur
Springs, Colorado.

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF GRAND AND STATE OF COLORADO

IN THE MATTER OF THE ADJUDICATION OF THE PRIORITIES OF RIGHT TO THE USE OF WATER FOR IRRIGATION PURPOSES IN WATER DISTRICT NO. 51, IN THE STATE OF COLORADO.	NO. 814 STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE GRAND LAKE LODGE AND RANGER STATION WATER SYSTEM.

COMES NOW C. V. Marmaduke, Jr., Special Assistant to The Attorney General, duly authorized and directed by The Attorney General of the United States, appearing for the purpose of this claim only and not submitting the rights of the United States, which are hereafter set out, to the jurisdiction of the above-entitled court, or in any way subjecting its rights to the jurisdiction of the State of Colorado or any of its agencies, and makes the following statement:

I.

The name of the claimant is United States of America.

II.

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

III.

The name of the pipe line for which claim is made herein is the Grand Lake Lodge and Ranger Station Water System.

IV.

There are two headgates or intakes for said water system which are located on the west, or right, bank of Tonahutu Creek, also variously called Little North Inlet and Big Meadows Creek, a tributary of the North Fork of the Colorado River through the North Inlet to Grand Lake, and from which said Tonahutu Creek derives its supply of water as follows:

(a) At a point, hereinafter referred to as "point a", at a small concrete dam, whence the northwest corner of Section thirty-two (32),

DISTRICT COURT, WATER DIVISION NO. 5, STATE OF COLORADO

CIVIL ACTION NO. 1768

IN THE MATTER OF THE APPLICATION OF THE UNITED STATES OF AMERICA FOR RESERVED WATER RIGHTS IN ROCKY MOUNTAIN NATIONAL PARK IN GRAND COUNTY.

FINAL DECREE

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA,	)	Water Division No. 4 Cases Nos. W-425 through W-438
IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA,	)	Water Division No. 5 Cases Nos. W-467 and W-469
IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA,	)	Water Division No. 6 Cases Nos. W-85 and W-86
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 36, IRRIGATION DIVISION NO. 5,	)	District Court in and for Summit County Civil Action No. 2371
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 37, IRRIGATION DIVISION NO. 5,	)	District Court in and for Eagle County Civil Action No. 1529
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 51, IRRIGATION DIVISION NO. 5,	)	District Court in and for Grand County Civil Action No. 1768
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 52, IRRIGATION DIVISION NO. 5,	)	District Court in and for Eagle County Civil Action No. 1548

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

UNITED STATES RESERVED
RIGHT APPURTENANT TO
ROCKY MOUNTAIN NATIONAL PARK
WATER DIVISION NO. 5

NATURE OF DECREE: Absolute.

SOURCE: All water found within or touching the reserved lands which were transferred to Rocky Mountain National Park as described below.

PLACE OF USE: On lands within Rocky Mountain National Park, as described with greater specificity below.

PRIORITY DATE: As described below. The United States is entitled to its true priority date and shall not be subject to the priorities of junior appropriations which have been awarded in previous adjudications or which were the subject of applications filed in previous calendar years.

GENERAL PURPOSE AND USES: Pursuant to the various enactments of Congress dealing with national parks in general and Rocky Mountain National Park in particular, the purpose of the park is to conserve and maintain in an unimpaired condition the scenic, aesthetic, natural, and historic objects of the park as well as the wildlife therein in order that the park might provide a source of recreation and enjoyment for all generations of citizens of the United States. This purpose includes the following uses of water on lands within Rocky Mountain National Park:

1. Recreational uses including, but not limited to, aesthetic uses, campground uses, visitor center uses, attendant facility uses, camper facility uses.

2. Domestic uses including, but not limited to, ranger residence uses, ranger station uses.

3. Municipal uses including, but not limited to, campground water and sewer uses, fire protection uses, concessional uses.

4. Administrative site uses including, but not limited to, park office and shop uses.

5. Agricultural and irrigation uses including, but not limited to, watering of lawns surrounding park buildings and structures, campground uses where needed to offset heavy human impact, irrigation of hay for feeding of wildlife.

6. Stock grazing and watering uses including, but not limited to, watering of horses and mules of the United States, watering of horses and mules of visitors to the national park.

7. Development, conservation, and management of resident and migratory wildlife and wildlife resources, including, but not limited to, watering uses for wildlife.

8. Fire fighting and prevention uses including, but not limited to, uses for fighting and preventing wild land or forest fires and structural fires.

9. Forest growth and management, improvement, and protection uses including, but not limited to, irrigation of forest areas impacted by heavy human use, forest protection activities necessary to maintain aesthetic and scenic values.

10. Commercial drinking and sanitary uses including, but not limited to, concession uses and attendant facility uses.

11. Watershed protection and management uses including, but not limited to, reforestation activities necessary to return the watershed to its natural condition.

12. Wilderness preservation uses.

13. Flood, soil, and erosion control uses including, but not limited to, irrigation of areas subjected to heavy human use.

14. Preservation of scenic, aesthetic, and other public value uses.

15. Fish culture, conservation, habitat protection, and management uses including, but not limited to, the

attainment of minimum stream and lake levels as are necessary to:

(a) Insure the continued nutrition, growth, conservation and reproduction of those species of fish which inhabited such waters on the applicable reservation dates, or those species of fish which are thereafter introduced, and

(b) Attain and preserve the recreational, scenic, and aesthetic conditions existing on the applicable reservation dates, or to preserve those conditions which are thereafter caused to exist.

DIVERSIONS AND IMPOUNDMENTS -- ABSOLUTE:

Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted absolute water rights in and for the following three current diversions and impoundments of water in Rocky Mountain National Park:

1. Water rights in and to Timber Creek, a tributary to the North Fork of the Colorado River.

   a. Name of ditch or other structure: Timber-creek Campground Pipeline.

   b. Legal description of each point of diversion or proposed diversion: The point of diversion of said pipeline is on the North bank of Timber Creek at a point where the West Quarter Corner of Section nineteen (19), Township five (5) north, Range seventy-five (75) West bears North sixty-four degrees fifty-two minutes (64°52') West seven hundred thirty-four (734) feet.

   c. Description of ditch, pump or pipeline: The diversion is carried through a four (4) inch pipeline for a distance of two thousand, two hundred and sixty-four and eighty-seven one-hundredths (2,264.87) feet. The grade of said pipeline is sixty-three and six-tenths (63.6) feet per one thousand (1,000) feet and the carrying capacity is five hundred and forty-two one thousandths (0.542) cubic feet of water per second of time.

d. Source of water: Timber Creek, a tributary of the North Fork of the Colorado River.

e. Priority date: January 26, 1915.

f. Amount of water claimed by diversion in cubic feet per second of time: 0.542 c.f.s.

g. Use or proposed use of the water: Domestic and public use (campground) and fire protection.

2. Water rights in and to Unnamed Creek, a tributary to the North Fork of the Colorado River.

a. Name of ditch or other structure: Milner Pass Road Camp Pipeline.

b. Legal description of each point of diversion or proposed diversion: The point of diversion is located at a point on the South, or right bank of Unnamed Creek, from which it derives its supply of water, whence the northeast corner of Section one (1), Township five (5) North, Range seventy-five (75) West of the 6th Principal Meridian, bears North sixty-nine degrees, three minutes (69°03') East twenty thousand, seven hundred and fifty-two feet (20,752).

c. Description of ditch, pump or pipeline: A pipeline of two and one-half (2-1/2) inch diameter, with a grade of two hundred and nine (209) feet per one thousand (1,000) feet, with a carrying capacity of three-tenths (0.3) cubic feet per second of time.

d. Source of water: Unnamed Creek, a tributary of the North Fork of the Colorado River.

e. Priority date: January 26, 1915.

f. Amount of water claimed by diversion in cubic feet per second of time: 0.3 c.f.s.

g. Use or proposed use of the water: Domestic, recreational (picnic area) and fire protection purposes.

3. Water rights in and to underground water, Timber-creek Campground Well.

   a. Legal description of location of well: A point within the NE1/4 of the SE1/4 of Section 24, T. 4 N., R. 76 W. of the 6th P.M.

   b. Depth of Well: 75 feet.

   c. Priority date: January 26, 1915.

   d. Amount of water claimed in cubic feet per second of time: .055 c.f.s.

   e. Proposed use of water: Domestic and public use (campground) and fire protection.

FUTURE DIVERSIONS -- ABSOLUTE:

1. Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted absolute water rights in and for future additional diversions of water in Rocky Mountain National Park for park purposes, as those purposes are set forth in the section of this decree entitled "GENERAL PURPOSE AND USES", on lands reserved from the public domain in Rocky Mountain National Park.

2. Amount of water: Except as provided in paragraph 6 of this section, the cumulative amount of these absolute water rights shall not exceed 100 acre-feet per annum total diversion.

3. Priority date: Except as provided in paragraph 6 of this section, the priority dates for future diversions will be determined by the date on which the land where the diversion is located was reserved for park purposes, as follows, and as depicted more fully on Exhibit A to this decree, which is hereby incorporated herein:

   a. January 26, 1915 for diversions on federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain National Park since they were "reserved and withdrawn from settlement, occupancy, or disposal

under the laws of the United States" for Rocky Mountain National Park by the Act of January 26, 1915, 16 U.S.C. 191 et seq., the metes and bounds of said lands being fully described in that Act.

b. July 17, 1930 for diversions on federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain National Park since, by a PROCLAMATION by the President of the United States (No. 1917 - July 17, 1930, - 16 Stat. 3029), they were "added to and included within the Rocky Mountain National Park, and as part of said park shall be, and are hereby subject to the provisions of the Act of August 25, 1916 (39 Stat. 535)", the legal description of said lands being fully described in the PROCLAMATION.

c. October 26, 1974 for diversions on federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain National Park since they were added as a part of the adjustment of the boundaries of Rocky Mountain National Park by the Act of October 26, 1974, Pub. L. No. 93-477, 88 Stat. 1445 (1974). The lands added to Rocky Mountain National Park are "All of those lands lying west of the west bank of the North Fork of the Colorado River in sections 25 and 36, township 5 north, range 76 west, and in sections 1 and 12 and the east halves of sections 2 and 11, township 4 north, range 76 west."

d. December 22, 1980 for diversions on federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain National Park since (1) with respect to those lands west of the Continental Divide and within the areas referred to as W-1 and IP-1 on the map entitled "Boundary Adjustments, Rocky Mountain National Park", numbered 121-80,047, dated October 1, 1979, they were transferred pursuant to Section 111(a) of the Act of December 22, 1980, 16 U.S.C. 192b-9(a), from Forest Service to National Park Service administrative jurisdiction and thereby added to the Rocky Mountain National Park; or (2) with respect to those lands "within the [area] referred to as . . . GL-3" on the

above-referenced map no. 121-80,047, they were transferred pursuant to Section 111(c) of the Act of December 22, 1980, 16 U.S.C. 192b-9(c), from Bureau of Land Management to National Park Service administrative jurisdiction and thereby added to the Rocky Mountain National Park. This decree does not award reserved water rights for those lands within the areas referred to as GL-2, GL-4, GL-5, NW1, N-3, E-4, E-6 and E-8 on the above-referenced map no. 121-80,047.

4. Except as provided in paragraph 6 of this section, prior to the diversion and use of any surface water pursuant to the absolute water rights in and for future additional diversions of water in Rocky Mountain National Park, the National Park Service shall provide the State Engineer the same information that would be required in an application for a surface water right. The United States will maintain sufficient measuring devices, record keeping, accounting and reporting to ensure compliance with this decree, and will submit a report to the State Engineer annually, or as reasonably necessary, indicating the amount of water used pursuant to these rights.

5. Prior to constructing any well for withdrawal and use of groundwater pursuant to the absolute water rights in and for future additional diversions of water in Rocky Mountain National Park, the National Park Service shall provide the State Engineer the same information required of an applicant for a permit to construct a well, whereupon, the State Engineer shall issue a permit and administer the use in accordance with the terms of this decree. The National Park Service agrees to use a licensed well driller in constructing any such well, and agrees to file a well completion report with the State Engineer upon completion of any such well. The United States will maintain sufficient measuring devices, record keeping, accounting and reporting to ensure compliance with this decree, and will submit a report to the State Engineer annually, or as reasonably necessary, indicating the amount of water used pursuant to these rights. Nothing in this decree shall be interpreted to limit the authority of the

State Engineer under § 37-92-501(1), C.R.S., to promulgate rules of general applicability for the administration of groundwater within Water Division No. 5, including groundwater subject to this decree. Nothing in this decree either confirms or denies the United States' position that it must be joined in a McCarran Amendment administration proceeding in order to obtain an order enforcing such rules against the United States.

6. Fire fighting uses: The United States is granted an absolute direct flow water right for fire fighting and prevention uses within Rocky Mountain National Park. This right is quantified as that amount of water necessary for fighting and preventing fires within the boundaries of Rocky Mountain National Park. The priority date of this right is determined by the date on which the land where water is diverted for fire fighting and prevention uses was reserved for national forest purposes (or, with respect to land that was not previously reserved for national forest purposes, the date on which the land was reserved for national park purposes). The United States will submit a report to the State Engineer annually, or as reasonably necessary, indicating the amount of water used pursuant to these rights.

DIVERSIONS -- TOTAL AMOUNT:

The total amount of water set out in the absolute decrees described above shall be the maximum and final claim of the United States for reserved right diversions in Rocky Mountain National Park pursuant to the Rocky Mountain National Park Act of 1915, 16 U.S.C. 191 et seq.; the National Park Service Act of 1916, 16 U.S.C. 1 et seq.; the Act of February 14, 1917, 16 U.S.C. 192; the Act of October 26, 1974, Pub. L. No. 93-477, 88 Stat. 1445 (1974); the Act of December 22, 1980, 16 U.S.C. 192b-9; the PROCLAMATION by the President of the United States (No. 1917 - July 17, 1930, - 16 Stat. 3029); any other acts of Congress or Presidential proclamations pertaining to Rocky Mountain National Park approved prior to December 31, 1999; the Organic Administration Act of 1897, 16 U.S.C. § 473 et seq.; and any other acts or Presidential proclamations pertaining in any way to the management of national forest lands transferred to Rocky Mountain National Park prior to December 31, 1999.

IN-PLACE USES -- ABSOLUTE:

1. Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted absolute water rights for the attainment and maintenance of minimum stream flows and lake levels within Rocky Mountain National Park for the purposes set forth in the Rocky Mountain National Park Act of 1915, 16 U.S.C. 191 et seq., and the National Park Service Act of 1916, 16 U.S.C. 1 et seq.

2. Amount of water: All natural waters within Rocky Mountain National Park that were unappropriated as of the dates of the reservations hereinafter set forth, including all surface and ground waters, which are to be maintained in their natural condition, subject to present and future diversions of water in Rocky Mountain National Park for park purposes, as set forth in the preceding sections of this decree.

3. Priority date: The priority dates for in-place uses will be determined by the date on which the land where the stream, spring, seep, lake, pond, groundwater or other natural water source is located was reserved for park purposes:

   a. January 26, 1915 for waters on or within federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain National Park since they were "reserved and withdrawn from settlement, occupancy, or disposal under the laws of the United States" for Rocky Mountain National Park by the Act of January 26, 1915, 16 U.S.C. 191 et seq.

   b. July 17, 1930 for waters on or within federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain National Park since they were added to and included within Rocky Mountain National Park by a PROCLAMATION by the President of the United States (No. 1917 - July 17, 1930, - 16 Stat. 3029).

   c. October 26, 1974 for waters on and within federal lands within Water Division No. 5 that have been continuously within the boundaries of Rocky Mountain

National Park since they were added as a part of the adjustment of the boundaries of Rocky Mountain National Park by the Act of October 26, 1974, Pub. L. No. 93-477, 88 Stat. 1445 (1974).

d. December 22, 1980 for waters on and within the federal lands within Water Division No. 5 referred to as W-1, IP-1 and GL-3 on the map entitled "Boundary Adjustments, Rocky Mountain National Park", numbered 121-80,047, dated October 1, 1979, that have been continuously within the boundaries of Rocky Mountain National Park since they were added to the Rocky Mountain National Park by Sections 111(a) and 111(c) of the Act of December 22, 1980, 16 U.S.C. 192b-9. This decree does not award reserved water rights for those lands within the areas referred to as GL-2, GL-4, GL-5, NW1, N-3, E-4, E-6 and E-8 on the above-referenced map no. 121-80,047.

4. The absolute decree described above shall be the maximum and final claim of the United States for reserved rights for in-place uses in Rocky Mountain National Park pursuant to the Rocky Mountain National Park Act of 1915, 16 U.S.C. 191 et seq.; the National Park Service Act of 1916, 16 U.S.C. 1 et seq.; the Act of February 14, 1917, 16 U.S.C. 192; the Act of October 26, 1974, Pub. L. No. 93-477, 88 Stat. 1445 (1974); the Act of December 22, 1980, 16 U.S.C. 192b-9; the PROCLAMATION by the President of the United States (No. 1917 - July 17, 1930, - 16 Stat. 3029); any other acts of Congress or Presidential proclamations pertaining to Rocky Mountain National Park approved prior to December 31, 1999; the Organic Administration Act of 1897, 16 U.S.C. § 473 et seq.; and any other acts or Presidential proclamations pertaining in any way to the management of national forest lands transferred to Rocky Mountain National Park prior to December 31, 1999.

NO PRECEDENT:

The water rights set forth in the sections of this decree entitled "FUTURE DIVERSIONS -- ABSOLUTE" and "IN-PLACE USES -- ABSOLUTE" were quantified pursuant to stipulation. Accordingly, the parties shall not be collaterally estopped from asserting any factual or legal claims or defenses in the quantification of water rights in other cases as a result of the quantification of these rights. In addition, the parties

shall not cite those portions of this decree wherein rights were quantified by stipulation as precedent for the quantification of water rights in other cases.

STIPULATIONS:

This decree is subject to the Stipulations between the United States and the Columbine Lake Water District, the Grand Lake Metropolitan Recreation District, the Southeastern Colorado Water Conservancy District, the Town of Grand Lake, the Water Supply and Storage Company, and Estes Park Chalet, Inc., dba Grand Lake Lodge, copies of which are attached to this decree as Exhibits B, C, D, E, F and G, respectively, and are incorporated herein by this reference.

UNITED STATES
APPROPRIATIVE WATER RIGHTS
IN ROCKY MOUNTAIN NATIONAL PARK
WATER DIVISION NO. 5
(INCLUDING FORMER WATER DISTRICT 51)

NAME OF APPLICANT:

United States Park Service.

NATURE OF WATER RIGHTS AND MEANS OF DIVERSION:

The water rights in this decree include absolute direct flow water rights. As shown on the following tables, the direct flow water rights include well withdrawals and ditch and pipeline diversions.

NAME OF STRUCTURES:

As shown on the following tables in column headed "Structure."

LOCATION OF POINT OF DIVERSION, PLACE OF STORAGE, OR MINIMUM STREAM FLOW:

As shown for each structure on the following tables under the column entitled "Location."

SOURCE:

That natural stream shown for each structure in the columns entitled "Source" on the following tables.

AMOUNT:

That amount shown for each structure in the following tables under columns entitled "Amount."

TYPE OF USE:

That type of use shown for each structure on the following tables.

PRIORITY:

That priority shown for each structure on the following tables. The United States is entitled to its true priority date and

shall not be subject to the priorities of junior appropriations which have been awarded in previous adjudications or which were the subject of applications filed in previous calendar years.

PLACE OF USE:

On lands within Rocky Mountain National Park as shown on the following tables:

1. Rocky Mountain National Park Ditches and Pipelines: As shown on the following table:

2. Rocky Mountain National Park Wells: As shown on the following table:

CHANGE OF USE AND PLACE OF USE:

The United States is entitled to change the use and place of use of these absolute direct flow water rights pursuant to the procedures set forth in state law to diversions for park purposes within Rocky Mountain National Park; provided, that the cumulative amount of diversions pursuant to changes of use and place of use of these appropriative water rights shall not exceed 50 acre-feet per annum total diversion.

ROCKY MOUNTAIN NATIONAL PARK
DITCHES AND PIPELINES -- WATER DIVISION NO. 5

Structure	Source	Location	Date of Appropriation	Amount	Type of Use	Priority Date
Squeak Pipeline	Colorado R.	Located on the North bank of Squeak Creek at a point where the E1/4 Corner of Sec. 12, T5N, R76W bears N 51° 17' E 2045 feet.	6/26/30	7.75 c.f.s	Power and Domestic purposes	8/31/30
Wheeler Ditch	Colorado R.	The headgate is located on the North bank of Wheeler Creek at a point where the North 1/4 Corner of Sec. 18, T5N, R75W bears N 37° 2' W a distance of 3265 feet.	9/20/27	1.2 c.f.s.	Irrigation and domestic purposes	8/17/28
Phantom Ditch	Colorado R.	The point of diversion is located on the South bank of Phantom Creek at a point where the N1/4 corner of Sec. 18, T5N, R75W, bears N 56° 44' W a distance of 2479 feet.	7/15/15	6.6 c.f.s.	Domestic and power generation purposes	3/28/28
Kauffman Ditch	Colorado R.	The point of diversion is located on the Northwestern bank of North Inlet Creek in the SW Corner of the SE1/4 of the NW1/4 of Sec. 34, T4N, R75W, at a point where the S1/4 Corner of Sec. 33 bears S 55° 55' W, 4806 feet.	9/19/08	3.5 c.f.s.	Irrigation	11/18/08
Grand Lake Lodge & Ranger Station Water System	Colorado R.	There are two points of diversion: 1) at a point whence the NW corner of Sec. 32, T4N, R75W, bears N 31° 12' W 1800.55 ft., 2) at a point whence the NW corner of said Sec. 32 bears N 87 ° 52' W 1756.34 ft.	5/30/20	0.072 c.f.s.	Domestic	8/31/55

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ROCKY MOUNTAIN NATIONAL PARK
WELLS -- WATER DIVISION NO. 5

Structure	Source	Location	Depth of well	Date of Appropriation	Amount	Type of Use	Priority Date
Buena Vista Ranger Station Well	Colorado R.	Well is located in SE1/4 NW1/4 Sec. 12, T4N, R76W, of the 6th P.M., at a point where N1/4 corner of Sec. 12 bears N 10° 30' E a distance of 1710 ft.	60 ft.	6/12/50	0.022 c.f.s.	Domestic, fire Protection	6/12/50
Kawaneechee Residence Area Well	Colorado R.	Well is located in SE1/4 SW1/4 of Sec. 12, T4N, R76W, 6th P.M., at a point where S1/4 corner of Sec. 12 bears S 37° 40' E a distance of 1410 feet.	30 ft.	12/31/39	0.022 c.f.s.	Domestic	12/31/39
Harbison Ranch Well	Colorado R.	Well is located in SW1/4 NW1/4 of Sec. 31, T4N, R75W, at a point where NW corner of Sec. 31 bears N 18° 30' W a distance of 1620 feet.	24 ft.	12/31/01	0.022 c.f.s.	Domestic, stock watering	12/31/01
Harbison Picnic Area Well	Colorado R.	Well is located in SE1/4 SE1/4 of Sec. 24, T4N, R76W, 6th P.M., at a point where the SW corner of Sec. 24 bears S 25° 30' E a distance of 740 feet.	92 ft.	10/17/62	0.056 c.f.s.	Public water	10/17/62
Phantom Valley Ranger Station Well	Colorado R.	Well is located in the NW1/4 SW1/4 of Sec. 7, T5N, R75W, 6th P.M., at a point where SW corner of Sec. 7 bears S- 3° 10' W a dist	12ft.3in.	6/31/56	0.056 c.f.s.	Domestic	6/31/56

f 2020 feet.

09-18-2000: Final Decree in Civil Action no. 1768 regarding the reserved rights of US ROMO in Grand County

DATED this 9th day of October, 2000.

BY THE COURT:

THOMAS W. OSSOLA
Water Judge

Copy of the foregoing mailed to all
Counsel of record ✓ Water
Referee — Div. Engineer ✓ and
State Engineer ✓ Date 10-11-00

Deputy Clerk, Water Div. No. 5

Walch. for distribution

The moving party is hereby ordered to provide a copy of this order to all parties of record within seven (7) days from the date of this order.
Thomas W. Ossola
Judge

DISTRICT COURT, WATER DIVISION NO. 5, STATE OF COLORADO
Case No. 1768
(Reserved Rights Claims for Rocky Mountain National Park)

STIPULATION BETWEEN THE UNITED STATES OF AMERICA AND ESTES PARK CHALET, INC., dba GRAND LAKE LODGE

IN THE MATTER OF THE APPLICATION OF THE UNITED STATES OF AMERICA FOR RESERVED WATER RIGHTS IN ROCKY MOUNTAIN NATIONAL PARK IN GRAND COUNTY.

The United States of America ("United States") and Estes Park Chalet, Inc., doing business as the Grand Lake Lodge (the "Lodge"), stipulate and agree as follows:

1. The Lodge hereby stipulates and agrees to not oppose entry of the Order Entering Partial Final Judgment and Approving a Stipulation Among Parties to which this Stipulation is attached as an exhibit.

2. Memorandum of Agreement:

a. The Lodge uses certain waters diverted from Tonahutu Creek pursuant to a Memorandum of Agreement with the United States approved on November 9, 1960, and supplemented February 7, 1961 (collectively, "MOA"), which provided, *inter alia*, that the National Park Service agreed:

> "To issue a Special Use Permit to the [Colorado Transportation Company, predecessor in interest to the Lodge] to continue to use the land occupied by the present power and water facilities and the trail needed for access to them as long as such facilities and trail are needed for power and water purposes." [MOA art. 4(e)]
>
> "To permit the use by the Company of the maximum amount of water available under State of Colorado Filing No. 17579 for the present use at the Grand Lake Lodge area and the use of such additional waters as may subsequently become available under this

EXHIBIT C

> appropriation: Provided, that any right subsequently filed upon or perfected by said Company, where diversion is on land within the [Rocky Mountain National] Park, shall be in the name of the United States." [MOA art. 4(f)]

b. The MOA was ratified by the Act of August 17, 1961, Pub. L. No. 87-146, 75 Stat. 383 (1961), which provided for an exchange of land, interests in lands and improvements between the United States and the Colorado Transportation Company, provided "[t]hat all procedures and rights authorized in this Act shall be in conformity with" the MOA.

c. The water right which is used by the Lodge as a source of domestic water supply was claimed by the United States in this proceeding in a "Statement of Claim of the United States of America for the Grand Lake Lodge and Ranger Station Water System" filed on December 29, 1971. On March 6, 1973, the Water Referee, Water Division No. 5, ruled that the United States had an absolute water right for 0.072 cubic feet per second for use at the Grand Lake Lodge and Ranger Station, but declined in his discretion to determine the priority date of the right or "to rule on the question of whether a valid appropriation of water has been made by the applicant." The October 2, 1978, Interlocutory Decree in this proceeding awarded the United States an absolute direct flow right for 0.072 cubic feet per second with an August 31, 1955, priority for the Grand Lake Lodge and Ranger Station Water System. This portion of the Interlocutory Decree was not disturbed on appeal in United States v. City and County of Denver, 656 P.2d 1 (Colo. 1982), and will be confirmed in the Final Decree in this proceeding upon entry of the Order Entering Partial Final Judgment and Approving a Stipulation Among Parties.

d. The United States and the Lodge stipulate and agree that nothing in the Motion for Partial Entry of Final Judgment and Stipulation, Order Entering Partial Final Judgment and Approving a Stipulation Among Parties, Final Decree, or this Stipulation affects the relative rights and obligations of the United States and the Lodge pursuant to the MOA.

e. The United States stipulates and agrees that its obligation to permit the Lodge's use of the Grand Lake Lodge and Ranger Station Water System water right pursuant to the MOA will not in any manner be affected by the entry of a Final Decree awarding the United States reserved water rights for in-place uses in Tonahutu Creek. The United States further stipulates and agrees that any reserved water rights for in-place uses in Tonahutu Creek will be administered as if junior to the Grand Lake Lodge and Ranger Station Water System right.

3. Mitchell Ditch Right:

a. The Lodge is the owner of the Mitchell Ditch water right, decreed by the District Court for Grand County on March 18, 1915, and April 18, 1960, as Appropriation Priority No. 278 in Water District No. 51, with an appropriation date of July 29, 1893, for 1.25 c.f.s. absolute. The source of the Mitchell Ditch water right is described as the Little North Inlet of the North Inlet to Grand Lake, also known as Tonahutu Creek. The point of diversion for the Mitchell Ditch water right is described as follows:

> [O]n the West bank of [Little North Inlet of the North Inlet to Grand Lake] at a point whence the South Quarter (S¼) Corner of Section 32, Township 4 North, Range 75 West of the 6th P.M., bears South 45* East 552 feet.

b. The United States and the Lodge agree that:

> i. The Mitchell Ditch right was initiated prior to the creation of Rocky Mountain National Park as well as the establishment of any National Forest reservation from which the Park was later created.
>
> ii. The reserved rights that will be decreed in Case No. 1768 (including the reserved rights for in-place uses in Tonahutu Creek) are junior to the Lodge's 1.25 c.f.s. Mitchell Ditch water right.
>
> iii. No decree recognizing the reserved rights of the United States on the flowing waters of streams within the Park shall be deemed to prohibit, restrict, or otherwise affect the diversions of water by the Lodge pursuant to its Mitchell Ditch water right.

4. The United States and the Lodge stipulate and agree that nothing contained in this Stipulation shall in any way relieve either party of any responsibilities and/or obligations to follow and abide by any and all applicable state and federal laws, rules, regulations, procedures, or permitting requirements with regard to the use of federal land and/or the exercise or change of water rights.

5. The Lodge will continue to be a recipient of the pleadings in this case.

6. The final decree in Case No. 1768 will be subject to this Stipulation.

Dated this 18th day of September, 2000.

THOMAS L. STRICKLAND
UNITED STATES ATTORNEY

By: _____

Andrew F. Walch
U.S. Department of Justice
Environmental and Natural
Resources Division
999 18th Street, Suite 945
Denver, CO 80202
(303) 312-7316
ATTORNEYS FOR THE UNITED STATES OF AMERICA

ESTES PARK CHALET, INC., dba GRAND LAKE LODGE

By: _____

Stanley W. Cazier, P.C., No. 4648
Post Office Box 500
Granby, Colorado 80446
(970) 887-3376
ATTORNEYS FOR ESTES PARK CHALET, INC., dba GRAND LAKE LODGE

Township four (4) North, Range seventy-five (75) West of the Sixth Principal Meridian, bears North thirty-one degrees, twelve minutes (31° 12'), West Eighteen hundred and fifty-five one-hundredths (1800.55) feet.

(b) At a point, hereinafter referred to as "point b", whence the Northwest corner of said Section thirty-two (32) bears North eighty-seven degrees, fifty-two minutes (87° 52') West seventeen hundred fifty-six and thirty-four one-hundredths (1756.34) feet.

V.

The headgate at "point a" consists of a two-inch gate valve imbedded in said concrete dam. The headgate at "point b" is also the headgate of the Grand Lake Power Pipe Line, and is described in a separate statement of claim for that pipe line which is being presented to this court. The open ditch and penstock portion of said power pipe line system for a distance of sixteen hundred and eighty (1680) feet are also used by the Grand Lake Lodge and Ranger Station Water System. Two pipes, whose diameters are two (2) inches and whose lengths are each approximately seventy-five (75) feet, extend from said penstock and from the headgate or intake at "point a" to, and form a junction. The conduits from both diversion or intake points, as described in paragraph IV (a) and (b), to a twenty-thousand gallon wood-stave tank or reservoir at the Grand Lake Lodge are referred to as the main pipe line. However, the headgates at "point a" and "point b" cannot be used simultaneously because of differences in elevation and the headgate at "point b", which provides the greater pipe capacity, is now used for all normal operation and constitutes the measure of water use.

VI.

The general course of the main pipe line is southwesterly. The length of the main pipe line is fifty-six hundred and fifty-five (5655) feet, consisting of the aforesaid sixteen hundred and eighty (1680) feet of the Grand Lake Lodge Power Pipe Line, and thirty-nine hundred and seventy-five

(3975) feet of galvanized iron pipe, from either the headgate at "point a" or the junction of said galvanized iron pipe and the said Grand Lake Power Pipe Line to the aforesaid twenty-thousand gallon wood-stave tank or reservoir. The diameter of the penstock, which controls the capacity of the Grand Lake Power Pipe Line, is twenty (20) inches. The diameter of the galvanized iron pipe is two (2) inches. The diameter of the penstock is so large that practically no pressure is lost therein and the effective head at the intake of the galvanized iron pipe has a maximum value of one hundred and seventy-six (176) feet of water. The effective gradient from "point b" to the twenty-thousand gallon tank or reservoir, or of the galvanized iron pipe, is twenty-six and five hundred and forty-five thousandths (26.545) feet per one thousand (1000) feet. The effective gradient between the headgate at "point a" and said twenty-thousand gallon tank or reservoir is five and eight hundred and seventy-four thousandths (5.874) feet per one thousand (1000) feet.

VII.

The carrying capacity of said main pipe line when using the upper diversion at "point b" is seventy-two thousandths (0.072) cubic feet of water per second of time, and when using the lower diversion at "point a" it is twenty-four thousandths (0.024) cubic feet of water per second of time.

VIII.

Diversion at "point a" was made several years before diversion at "point b" but is now rarely made, and only for emergency purposes when the Grand Lake Lodge Power Pipe Line is not in use.

IX.

A lateral pipe line extends from the main pipe line at a point twenty-five hundred and sixty-three (2563) feet below "point a" to the Ranger Station, entrance and utility areas of the Rocky Mountain National Park. The general course of said lateral is southwesterly. The diameter of said lateral is one (1) inch. The length thereof is thirty-three hundred

and ninety (3390) feet. The water enters said lateral under pressure, and the maximum effective gradient is one hundred and nine (109) feet per one thousand (1000) feet. The maximum carrying capacity of said lateral is twenty-one thousandths (0.021) cubic foot of water per second of time. The lateral serves an additional water demand but does not affect the rate of diversion previously described.

X.

Work was commenced by construction of the main pipe line from "point a" on June 1, 1920, and was completed in that year. By survey begun on July 1, 1926, and completed by construction in June 1927, the pipe line was extended to use the diversion at "point b." The claimant has used twenty-four thousandths (0.024) cubic foot of water per second of time ever since 1920, and an additional forty-eight thousandths (0.048) cubic foot of water per second of time every year since July 1, 1926, except as public attendance has reduced the demand temporarily during the war.

The cost of said structure was approximately thirty-five hundred ($3,500.00) dollars.

The United States of America claims a right to use at Grand Lake Lodge, the Grand Lake Ranger Station, entrance, and utility areas of Rocky Mountain National Park for domestic, including lawn irrigation, and for recreational and fire protection purposes, twenty-four thousandths (0.024) cubic foot of water per second of time, with a priority date of June 1, 1920, and an additional forty-eight thousandths (0.048) cubic foot of water per second of time, with a priority date of July 1, 1926, and the right to divert all or any part of the total quantity of seventy-two thousandths (0.072) second foot at either headgate located respectively at "point a" or "point b."
The said Lodge, Ranger Station, entrance, and utility areas are all located in the South half of the South half (S½ S½) of Section thirty-one (31), Township four (4) North, Range seventy-five (75) West of the Sixth (6th) Principal Meridian. The cost of the Water System to date has been sixteen thousand five-hundred ($16,500) dollars, the cost of the lateral only

being thirty-five hundred ($3500.00) dollars.

XI.

A map and statement of claim for said Grand Lake Lodge and Ranger Station Water System was filed with and accepted by the State Engineer, State of Colorado, on the 21st day of January 1946, and was assigned filing No. 17579.

WHEREFORE, without submitting or in any way subjecting the water rights of the United States hereinabove described to the jurisdiction of the above-entitled court, but respectfully stating that said court and the State of Colorado are without jurisdiction over the water rights of the United States and are without jurisdiction to enter any order to make any determination affecting, or in any way affect, said water rights owned by the United States in said Colorado River Watershed, it is suggested that the said court adjust its findings, determinations and decree in the proceedings referred to according to the rights herein disclosed on the part of the United States and that it take cognisance of such rights in the said findings, determinations and judgment.

This statement is made and should be considered in conjunction with similar statements filed by the United States on this date in relation to Milner Pass Road Camp Pipe Line, Timber Creek Water System, and Grand Lake Lodge Power Pipe Line.

Dated July 9, 1948.

C. V. MARMADUKE, JR.
Special Assistant to
The Attorney General

UNITED STATES OF AMERICA)
) ss
DISTRICT OF COLORADO)

DAVID H. CANFIELD, being first duly sworn, on his oath deposes and says that he is the Superintendent of the Rocky Mountain National Park, National Park Service, Department of Interior, United States of America, that he has read the foregoing statement and that the contents thereof are true of his own personal knowledge.

(Sgd) David H. Canfield

Subscribed and sworn to before me this 8 day of July, A. D. 1948.

/s/ Wayne H. Hackett
United States Commissioner
Rocky Mountain National Park

02-16-1959: deed

Recorded at 9:40 o'clock A M. Feb 24 1959
Reception No. 89991 DON BUCHHEISTER Recorder.

This Deed, Made this 10th day of February in the year of our Lord one thousand nine hundred and fifty nine between Marjorie W. Thatcher of the County of Davis in the State of Utah, Evelyn W. Pritchett of the County of Utah in the State of Utah and Johnnie L. Wagers of the City and County of Denver and State of Colorado, of the first part, and

The Colorado Transportation Company

of the City and County of Denver and State of Colorado, of the second part:

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of ten dollars and other good and valuable consideration - - - - - - - - - DOLLARS, to the said part ies of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said part y of the second part, its successors heirs and assigns forever, all the following described lot s or parcel s of land, situate, lying and being in the County of Grand and State of Colorado, to-wit: A tract of land in the SW¼, Sec. 32, Tp. 4 N., R. 75 W. of the 6th P. M. described as follows: Beginning at the SW corner of Sec. 32 aforesaid and running thence northerly along the west line of said Section 32 for 2640 ft. more or less to the NW corner of said SW¼, thence easterly 1320 ft., thence southerly 1320 ft., thence southerly 520 ft., thence westerly 1980 ft., thence southerly 800 ft., more or less to a point on the south line of said Sec. 32, and thence westerly along said south line of said section 660 ft., more or less to the place of beginning, containing 83.6 acres more or less.

Also a tract of land in Lot IV, Section 5, Tp. 3 N., R. 75 W. of the 6th P. M. described as follows: Beginning at the NW corner of the said Lot IV and running thence easterly along the north line of said Lot IV for 660 ft., thence southerly on a line parallel to the west line of said Lot IV to the north boundary line of the platted town of Grand Lake, thence northwesterly along the north line of said platted town of Grand Lake to its intersection with the west line of said Lot IV, and thence northerly along the west line of said Lot IV to the NW corner of said lot, the place of beginning containing 7.5± acres, more or less.

Also an undivided one half interest in the water and water rights, ditch and ditch rights as decreed to the Mitchell Ditch.

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 part ies 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 part of the second part, its successors heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said part y of the second part, its successors heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha ve 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 encumbrances of whatever kind or nature soever.

and the above bargained premises in the quiet and peaceable possession of the said part y of the second part, its successors heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part ies of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Marjorie W. Thatcher [SEAL]
Evelyn W. Pritchett [SEAL]
Johnnie L. Wagers [SEAL]

STATE OF COLORADO
City and County of Denver

The foregoing instrument was acknowledged before me this 20th day of February, A.D. 1959, by Johnnie L. Wagers.

My commission expires May 5 1962 Witness my hand and official seal

Virginia R. Barker
Notary Public.

*If by natural person or persons here insert name or names, if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description, if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

NO. 333 WARRANTY DEED—FOR PHOTOGRAPHIC RECORD—The C. E. Hoekel Blank Book & Litho. Co., Denver, Colo.

STATE OF UTAH)
: SS.
County of Davis)

The foregoing instrument of writing was acknowledged before me this 16 day of February, A. D. 1959 by Marjorie W. Thatcher

Witness my hand and Notarial Seal

My commission expires 12-29-61

Notary Public

STATE OF UTAH)
: SS.
County of Utah)

The foregoing instrument of writing was acknowledged before me this 16 day of February by Evelyn M. Pritchett

Witness my hand and Notarial Seal

My commission expires 12-29-61

Notary Public

No. 490994

RRANTY DEED

TO

TE OF COLORADO
County of

s certify that this instrument was filed
in my office this 24 day
A D 1959
o'clock A.M., and duly recorded
Page

Recorder.
Deputy.

Fees $ 2.80

02-16-1959: in the united states district court for the district of colorado: colorado transportation company vs. benjamin j. mitchell;

DISTRICT COURT
GRAND COUNTY, COLORADO
SEP 2 1960
Certified to be full, true and correct copy of original in my custody.
CHARLES W. BLOOM
CLERK OF DISTRICT COURT
by

IN THE DISTRICT COURT IN AND FOR THE COUNTY OF

GRAND IN THE STATE OF COLORADO

No. 1289

The Colorado Transportation Company
A Colorado Corporation

Plaintiff

vs. DECREE TO QUIET TITLE

Benjamin J. Mitchell, also known as Benjamin A. Mitchell; Dennis Aaron Mitchell, Myrtle Lucy Mitchell Magers, John Alexander Mitchell, Margaret Mitchell and all persons who are or claim to be heirs at law of Benjamin J. Mitchell, deceased or of John Alexander Mitchell, deceased and all unknown persons who claim any interest in the subject matter of this action

This matter coming on this day for decree based upon the Findings of Fact and Conclusions of law heretofore this day entered herein and the Court being now fully advised in the premises,

IT IS ORDERED, ADJUDGED AND DECREED that the title and possession of the plaintiff in and to that certain real estate situated in the County of Grand in the State of Colorado, to-wit: an undivided one third interest in and to Lots 3 and 4 in Section 5, Tp. 3 N., R. 75 W. of the 6th P. M., the $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, Sec. 32, Tp. 4 N., R. 75 W. of the 6th P. M. together with water and water rights, ditch and ditch rights in the Mitchell Ditch, be and the same is hereby forever quieted and settled in accordance with the prayer of the complaint as against all claims in law and in equity by the defendants or any of them, or by those claiming by, through or under them; that the defendants are hereby forever perpetually enjoined and forbidden to claim any right, title or interest in or to the said premesis or any part thereof and from setting up any claim or estate adverse to the title of the plaintiff in the quiet and peaceable possession thereof.

Done in open Court this 11th day of June, A. D. 1958

By the Court

Judge

Approved as to form

Attorney appointed by the Court to represend defendants in the military service

11-25-1957: deed

Filed for record the 23 day of Dec. A. D. 1957 at 4:10 o'clock P.M.
No. 65856 DON BUCHHEISTER RECORDER.

FEE PAID UNDER S. B. No. 222 $.40
FEE PAID UNDER PROTEST
FEE ALLOWED

This Deed, Made this 25th day of November in the year of our Lord one thousand nine hundred and fifty seven between Margaret Mitchell also known as Margaret A. Mitchell

of the County of Riverside and State of California of the first part, and

The Colorado Transportation, a Colorado Corporation

of the County of Denver and State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of ten dollars and other good and valuable consideration - - - - - - - - - - - - - - - - - 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 remised, released, sold, conveyed and Quit-Claimed, and by these presents do es remise, release, sell, convey and Quit-Claim unto the said party of the second part, its successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real property situate, lying and being in the County of Grand and State of Colorado, to-wit:

A n undivided one third interest in and to Lots 3 and 4 in Section 5 in Tp. 3 N., R. 75 W. of the 6th P. M. and S½SW¼ and NW¼SW¼, Sec. 32, Tp. 4 N., R. 75 W. of the 6th P. M. together with water rights belonging theret o



To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Margaret Mitchell Seal
Seal
Seal
Seal

STATE OF California }ss.
County of Riverside }

The foregoing instrument was acknowledged before me this 10th day of December, 1957 by* Margaret Mitchell also known as Margaret A. Mitchell

Witness my hand and official seal.
My commission expires July 2, 1958

Clarence M. Miller
NOTARY PUBLIC.

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

606 P. QUIT-CLAIM DEED—Out West Printing and Stationery Co., Colorado Springs, Colo.

ATTACHMENT 1 (was) to a memo of 10/14/60 not sent (to Reg. Dir from Ass't. Dir)
Proposed Park Exclusion - Rocky Mountain National Park

ATTACHMENT 2 to Mr. Dunn's Comments of 9/30/60

A tract of land in the south half of Sections 31 and 32, T 4 N, R 75 W, 6th PM, as those sections are delineated on the U. S. General Land Office (now Bureau of Land Management) plat of Township 4 North, Range 75 West, Sixth Principal Meridian, Colorado, Dependent Resurvey with Partial Subdivision of Sections, which was approved by the U. S. Supervisor of Surveys on November 22, 1932, and accepted by the Assistant Commissioner of said General Land Office on December 9, 1932: Beginning at the corner common to Sections 31 and 32, T 4 N, R 75 W, and Sections 5 and 6, T 3 N, R 75 W, 6th Principal Meridian; thence easterly 660 feet, more or less, along the south line of said Section 32 to the southwest corner of the portion of the S½ SW¼ Section 32, which was excluded in the deed of February 16, 1959, to the Colorado Transportation Company from Marjorie W. Thatcher, Evelyn W. Pritchett, and Johnnie L. Wagers, said deed being recorded on pages 317 and 318, Book 128, as entry No. 89091 of the records of Grand County on February 24, 1959; thence northerly 800 feet, more or less, along the west line of said excluded area to its northeast corner; thence westerly 660 feet, more or less, to a point on the line between aforesaid Sections 31 and 32 when the corner common to aforesaid Sections 31 and 32, 5 and 6 bears southerly 800.0 feet; thence westerly 1000 feet, parallel to the south line of aforesaid Section 31; thence due south 134 feet; thence westerly 329 feet parallel to the south line of said Section 31; thence due south 167 feet; thence westerly 1075 feet parallel to the south line of aforesaid Section 31; thence due south 499 feet, more or less, to the south line of aforesaid Section 31; thence easterly 2389 feet, more or less, along the south line of said Section 31 to the point of beginning, said tract containing 47.69 acres more or less.

MEMORANDUM OF AGREEMENT OF NOVEMBER 9, 1960
BETWEEN THE NATIONAL PARK SERVICE AND THE COLORADO TRANSPORTATION COMPANY
RELATING TO THE EXCHANGE OF CERTAIN LANDS IN ROCKY MOUNTAIN PARK

THIS AGREEMENT, made and entered into by and between the United States of America acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, and the Superintendent of Rocky Mountain National Park, hereinafter referred to as the "Service," and the COLORADO TRANSPORTATION COMPANY, a corporation organized and existing under the laws of the State of Colorado, hereinafter referred to as the "Company."

WITNESSETH:

THAT WHEREAS, Rocky Mountain National Park was established by Congress to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the enjoyment of the same in such manner and by such means as will leave such Park unimpaired for the enjoyment of future generations; and

WHEREAS, The Colorado Transportation Company is a concessioner in Rocky Mountain National Park operating under the terms and conditions of Contract No. 14-10-0100-498, executed June 1, 1955, which includes the operations and facilities of Grand Lake Lodge and Fall River Pass Store, and

WHEREAS, it is the general objective in the administration of Rocky Mountain National Park to eliminate most developments providing hotel and other related accommodations, including Grand Lake Lodge, from within the boundaries of said Park; and

WHEREAS, it is the policy of the National Park Service to acquire all non-Federal lands within the boundaries of Rocky Mountain National Park to insure the best public use of the Park; and

WHEREAS, it is the intention of the Parties hereto that the Grand Lake Lodge area--Parcel A, as hereinafter defined, including all Service-owned improvements thereon, and the 20 per cent interest of the Service in the Fall River Pass Building be exchanged on an approximately equal value basis by the Service for non-Federal land within the existing boundaries of the Park now owned or hereafter

acquired by the Company, and that the existing boundaries of the said Rocky Mountain National Park are to be revised so as to exclude from said Park the Grand Lake Lodge area--Parcel A and the Colorado Transportation Company--Parcel B, as hereinafter defined, according to the terms of this Agreement; and

WHEREAS, it is understood by the Parties hereto that in order for the Service to carry out the terms and conditions of this Agreement, it is necessary to obtain Congressional authority.

NOW, THEREFORE, pursuant to the authority contained in the Act of August 25, 1916 (30 Stat. 535; 16 U.S.C., 1-3), and other laws supplemental thereto and amendatory thereof, these said parties in consideration of the mutual promises expressed, covenant and agree to end with each other, as follows:

Article 1. The Service agrees:

a. To attempt to secure an Act of Congress enabling it to carry out the terms and conditions of this Agreement and providing, upon the completion of all the conveyances provided for in the Act, for the exclusion from the Park of Grand Lake Lodge area--Parcel A and Colorado Transportation Company--Parcel B (see attached map),* it being expressly understood that this Agreement is contingent upon securing such legislation.

b. The property to be excluded from the Park as mentioned in the foregoing Article 1, a., means:

> Beginning at the corner common to sections 31 and 32, township 4 north, range 75 west, and sections 5 and 6, township 3 north, range 75 west, sixth principal meridian; thence south eighty-eight degrees fifty-five minutes east, six hundred sixty feet along the south section line of said section 32; thence north eight hundred feet; thence west six hundred sixty feet, more or less, to a point on the section line common to said sections 31 and 32; thence continuing west one thousand feet; thence south one hundred thirty-four and six hundredths feet; thence west three hundred twenty-nine and seventy-five hundredths feet; thence south one hundred sixty-six

* Map on file in the Washington Office.

and ninety-four hundredths feet; thence west one thousand seventy-eight and six-tenths feet; thence south four hundred ninety-seven and eighty-two hundredths feet, more or less, to a point on the south section line of said section 31; thence south eighty-nine degrees twenty-four minutes east, two thousand three hundred eighty-nine and forty-seven hundredths feet along the south section of line of said section 31 to the point of beginning; the tract as described containing approximately 47 acres.

b. To furnish to the Company a list of non-Federal property within the Park which the Service is interested in acquiring in exchange.

Article 2. It is mutually agreed between the parties:

a. Each party will designate a qualified appraiser, each of whom must be a resident of Colorado. The two appraisers so designated will designate a third qualified appraiser, who must also be a resident of Colorado.

b. The appraisers so designated will appraise the following properties and interests:

(1) The non-Federal land within Rocky Mountain National Park to be designated by the Service and agreed upon by the Company.

(2) The interest of the Service in the Fall River Pass Building.

(3) The Grand Lake Lodge area--Parcel A, including all roads, parking areas and retaining walls located thereon but excluding from such appraisal the value of all other improvements thereon.

The appraisers will establish a single appraised value for each of the aforesaid properties and interests and the appraisals so established shall serve as the basis for the exchange contemplated by this Agreement.

c. The Service and the Company will each pay fifty per cent of the cost of said appraisals.

d. After said appraised values have been determined, the parties hereto shall negotiate said exchange upon an approximately equal value basis, based upon said appraised values.

Article 3. The Company agrees:

a. To attempt to acquire the selected lands within the Park which may be mutually agreed upon for exchange with the Federal Government. It is understood that the Colorado Transportation Company --Parcel C, and Colorado Transportation Company--Parcel D, as hereinafter defined, shall be conveyed to the United States as part of the proposed exchange in accordance with the terms of legislation to be enacted for this purpose. It is also understood that the Mitchell Property--Parcel E, as hereinafter defined, shall be conveyed to the United States as part of the proposed exchange if it is hereafter acquired by the Company.

b. That it will not use for hotel, lodge or related developments any land now owned by the Company or which it may subsequently acquire lying within the Park boundaries as revised in accordance with this agreement and located within one mile of Grand Lake Lodge.

Article 4. The Service further agrees: When an enabling act of Congress has been secured in accordance with Article 1, a., above, and when an agreement is reached as to the property to be exchanged hereunder, and when the Company has notified the Service in writing that it has acquired said property:

a. To convey, or cause to be conveyed, to the Company by Patent from the United States of America or by good and sufficient warranty deed the Grand Lake Lodge area--Parcel A, including Federal improvements thereon free and clear of all taxes, liens and encumberances. Merchantable title to said Grand Lake Lodge area--Parcel A, shall be conveyed to the Company. An abstract to said Grand Lake Lodge area--Parcel A, certified to date at the Service's expense shall be furnished to the Company not less than 30 days prior to the closing.

b. To convey, or cause to be conveyed, to the Company by bill of sale the interest of the Service in the Fall River Pass Building, free and clear of all taxes, liens or encumbrances subject, however, to the right of the Service to use the Alpine Exhibit Room in said Fall River Pass Building free of charge until two years after transfer of title from the United States to the Company.

c. To issue a Special Use Permit to the Company for ingress and agrees to the Grand Lake Lodge area--Parcel A and Colorado Transportation Company--Parcel B, from the Trail Ridge Road for the use of the general public to reach the said areas over the existing access road. It is agreed that the existing access road shall be maintained by the Company in a manner satisfactory to the Service. It is further agreed that this Permit may be revoked whenever another suitable access road is built.

In the event a utility road is established for servicing the said areas, public use will not be permitted.

d. To permit the Company to establish and maintain four signs within the Park in the vicinity of the junction of the Lodge entrances and Trail Ridge Roads for the purpose of notifying the public of the Lodge. The location, size, and design of said signs shall be approved by the Service.

e. To issue a Special Use Permit to the Company to continue to use the land occupied by the present power and water facilities and the trail needed for access to them as long as such facilities and trail are needed for power and water purposes.

f. To permit the use by the Company of the maximum amount of water available under State of Colorado Filing No. 17579 for the present use at the Grand Lake Lodge area and the use of such additional waters as may subsequently become available under this appropriation: Provided, that any rights subsequently filed upon or perfected by said Company, where diversion is on land within the Park, shall be in the name of the United States.

Article 5. The Company in consideration of the conditions and agreements in Article 4, further agrees: To convey to the Service by good and sufficient warranty deed, free and clear of all taxes, liens or encumbrances, the property agreed upon and

acquired by the Company and to furnish abstracts of title thereto satisfactory to the United States. Merchantable title to said property shall be conveyed to the Service.

Article 6. It is further mutually agreed between the parties:

a. The term "Grand Lake Lodge Area--Parcel A" as used herein means the following described property:

> Beginning at the southeast corner of Section 31, Township 4 North, Range 75 West of the 6th P.M.; thence north along the east line of said Section 31 800.00 feet; thence west 1000.00 feet; thence south 134.06 feet; thence west 329.75 feet; thence south 166.94 feet; thence west 1078.60 feet; thence south 497.82 feet, more or less, to the south line of said Section 3; thence east along the south line of said Section 31 to the point of beginning, containing 35 acres more or less.

b. The term "Colorado Transportation Company--Parcel B" as used herein, means the following described property:

> Beginning at the southwest corner of Section 32, Township 4 North, Range 75 West of the 6th P.M.; thence east along the south line of said Section 32 660 feet; thence north 800 feet; thence west 660 feet more or less to the west line of said Section 32; thence north along said west line of said Section 32 to the point of beginning, containing 12 acres, more or less.

c. The term "Fall River Pass Building" as used herein, means the following-described property: That certain rock and masonry building, approximately 30 feet by 80 feet in dimension, located adjacent to the present U. S. Highway 34 (also known as Trail Ridge Road) in Section 36, Township 6 North Range 75 West, Larimer County, Colorado.

d. The term "interest of the Service in the Fall River Pass Building" as used herein means a twenty per cent (20%) interest therein.

e. The term "Colorado Transportation Company--Parcel C" as used herein, means the following described property:

Beginning at a point on the west line of Section 32, Township 4 North, Range 75 West of the 6th P.M., 800 feet north of the southwest corner of said Section 32; thence east 660.00 feet; thence north 520.00 feet; thence east 660.00 feet; thence north 1325.94 feet; thence west to the west line of said Section 32; thence south along said west line of said Section 32 to the point of beginning, containing 48 acres, more or less.

f. The term "Colorado Transportation Company--Parcel D" as used herein, means the following described property:

Beginning at the point 800.00 feet north and 660.00 feet east of the southwest corner of Section 32, Township 4 North, Range 75 West of the 6th P.M.: thence east 1962.18 feet; thence north 520.00 feet; thence west 1962.18 feet; thence south 520.00 feet to the point of beginning, containing 23.5 acres, more or less.

g. The term "Mitchell Property--Parcel E" as used herein means the following described property:

Beginning at a point 800.00 feet north and 660.00 feet east of the southwest corner of Section 32, Township 4 North, Range 75 West of the 6th P.M.; thence east 1962.18 feet; thence south 800.00 feet; thence west 1962.18 feet; thence north 800.00 feet to the point of beginning, containing 36.5 acres, more or less.

h. The term "Park" means Rocky Mountain National Park.

i. In the event that appraised valuations of the properties to be conveyed hereunder are unequal, the difference shall be paid in currency.

j. Concession Contract No. 14-10-0100-498, executed June 1, 1955, will be modified according to the terms of this Agreement when said terms have been fulfilled.

k. This Agreement shall remain in full force and effect for a period of five years from the effective date hereof. It is intended by the parties that unless the terms hereof shall have been fulfilled and the transfers and conveyances herein provided for shall have been done and completed within said five year period, or unless this Agreement shall have been extended in writing, this Agreement shall terminate and be without further force or effect.

l. This Agreement may be amended or assigned only in writing signed by both parties.

m. This Agreement shall be binding upon the assigns and successors of the parties hereto.

n. This Agreement shall be effective following its execution by the parties hereto and upon approval of the Director of the National Park Service.

IN WITNESS WHEREOF, the Parties hereto have hereunder subscribed their names and affixed their seals, this 2nd day of August, 1960.

UNITED STATES OF AMERICA

By (SGD) JAMES V. LLOYD
Superintendent of Rocky
Mountain National Park

COLORADO TRANSPORTATION COMPANY

Attest:

By (SGD) I. B. JAMES
President

(SGD) C. H. OLMSTED
Secretary

Approved 9th day of November, 1960.

(SGD) E. T. SCOYAN
Acting Director, National Park Service

SUPPLEMENT - NOVEMBER 9, 1960

THIS SUPPLEMENTAL AGREEMENT made and entered into by and between the UNITED STATES OF AMERICA and the COLORADO TRANSPORTATION

COMPANY, supplementing the agreement between the parties approved November 9, 1960:

WITNESSETH:

THAT the parties, recognizing that certain minor revisions or corrections of a technical nature in the land descriptions of Parcels A to E, recited in the said agreement, may be required, do hereby mutually agree that such adjustments in the land descriptions as appear necessary will be made before the land transfers contemplated by the parties are consummated.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals, this 7th day of February, 1961.

UNITED STATES OF AMERICA

By (SGD) JAMES V. LLOYD
Superintendent of Rocky
Mountain National Park

COLORADO TRANSPORTATION COMPANY

By (SGD) I. B. JAMES
President

Attest:
(SGD) C. H. OLMSTED
Secretary

Approved this 9th day of November, 1960.

(SGD) E. T. SCOYEN
Acting Director, National Park Service

SUPPLEMENT - DECEMBER 10, 1962

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the United States of America acting in this behalf by the Secretary of the Department of the Interior through the Director of the National Park Service and the Superintendent of the Rocky

Mountain National Park hereinafter referred to as "Service," and the Colorado Transportation Company hereinafter referred to as "Company" supplementing the Agreement between the parties approved November 9, 1960, and the Supplemental Agreement thereto dated February 7, 1961, hereinafter referred to as "Agreement."

WITNESSETH:

WHEREAS, said Agreement provides among other things for the exchange of certain property between the parties, and,

WHEREAS, in addition to the property, specifically described in said Agreement, the Company agreed to acquire and convey to the Service other land to be mutually agreed upon, and

WHEREAS, an appraisal of all the property was to be made in order that the exchange would be of approximate equal value; any difference to be paid by funds and,

WHEREAS, the parties have agreed upon the additional property to be acquired by the Company, and to be conveyed to the Service, and the Company has acquired same, and appraisals have been made of all the property to be exchanged.

NOW THEREFORE, it is mutually agreed:

1. In addition to the property specifically described in said Agreement, being Parcels C, D, and E, the Company will convey to the Service, and the Service agrees to accept same pursuant to the terms of said Agreement, the following described property situate, lying and being in the County of Larimer and State of Colorado, to-wit:

Beginning on the South line of SW¼ of SE¼ of Section 33, Township 5 North, Range 73 West 6th P.M., 196 feet East of the Southwest corner, thence East 144 feet, thence North 140 feet, more or less, to the NW corner of Tract of Land conveyed by C. H. Rea to T. C. Phillips, recorded in Book 427, page 126 of records of Larimer County, Colorado, thence Northwesterly to a point 175 feet North of the Point of beginning, thence South 175 feet to the point of beginning.

And the following described property situate, lying and being in the County of Grand, State of Colorado, to-wit:

A portion of NW¼SE¼ Section 12, T. 4 N., R. 76 W. of the 6th P.M., described as follows: Beginning at the center point of SE¼ Section 12, aforesaid, and running Westward on the quarter line 625 feet, thence North 470 feet, more or less, to intersection with the Westerly Boundary of the following-described right-of-way.

A right of way in SE¼, SW¼, NW¼ Section 12, T. 4 N., R. 76 W. of the 6th P.M., 100 ft. in width, being 50 ft. on either side of surveyed center line, said center line described as follows: Beginning at a point (Sta. 856-17.2) on the north boundary of SE¼NW¼ said section; said point being 87°59' W. and 393.8 ft. from NE corner SE¼NW¼ said section; thence S. 14°25' E. 821.8 ft.; thence Southwesterly 331.7 ft. on the true arc of curve right with a radius equal to 955.0 ft.; thence S. 5°29' W. 273.8 ft.; thence Southeasterly 500 ft. on the true arc of a curve left with a radius equal to 358.1 ft.; thence S. 74°35' E. 125.0 ft.; thence Southeasterly 225 ft. on the true arc of a curve right with a radius equal to 716.3 ft.; thence S. 56°35' E. 250 ft.; thence Southeasterly 300 ft. on the true arc of a curve left with a radius equal to 955.0 ft.; thence S. 74°35' E. 225 Ft.; thence Southeasterly 238 ft. on the true arc of a curve right with a radius equal to 1432.5 ft. to a point (Sta. 990-38) on the east boundary of NW¼SE¼ said section; said point being S. 0°26' W. and 1009 ft. from NE corner of NW¼SE¼ said section;

Thence Southeasterly along the said Westerly line of said right-of-way 625 ft. more or less, to the East boundary of NW¼SE¼, aforesaid, thence South along the quarter line 350 ft. more or less, to a point of beginning.

2. The appraised and reasonable value of all the property to be exchanged is as follows:

Property to be conveyed by Service $43,500.00

Property to be conveyed by Company $43,650.00

3. When the exchange is consummated according to the terms of the said Agreement approved November 9, 1960, and the Supplemental

Agreement dated February 7, 1961, the Service will pay to the Company the sum of $150.00 being the difference in value of properties exchanged.

IN WITNESS WHEREOF, the parties have hereunder subscribed their names and affixed their seals this 21st day of November, 1962.

UNITED STATES OF AMERICA

By (SGD) ALLYN F. HANKS
Superintendent of Rocky
Mountain National Park

COLORADO TRANSPORTATION COMPANY

By (SGD) I. B. JAMES
President

ATTEST:

(SGD) C. H. OLMSTED
Secretary

Approved this 10th day of December, 1962

(SEAL)

(SGD) CONRAD L. WIRTH
Director, National Park Service

11-21-1962: supplemental memorandum of agreement

SUPPLEMENTAL MEMORANDUM OF AGREEMENT - Contract No. NPS-RCMD-VI-62/113

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the United States of America acting in this behalf by the Secretary of the Department of the Interior through the Director of the National Park Service and the Superintendent of the Rocky Mountain National Park hereinafter referred to as "Service", and the Colorado Transportation Company hereinafter referred to as "Company" supplementing the Agreement between the parties approved November 9, 1960, and the Supplemental Agreement thereto dated February 7, 1961, hereinafter referred to as "Agreement."

WITNESSETH:

WHEREAS, said Agreement provides among other things for the exchange of certain property between the parties, and,

WHEREAS, in addition to the property, specifically described in said Agreement, the Company agreed to acquire and convey to the Service other land to be mutually agreed upon, and

WHEREAS, an appraisal of all the property was to be made in order that the exchange would be of approximate equal value; any difference to be paid by funds and,

WHEREAS, the parties have agreed upon the additional property to be acquired by the Company, and to be conveyed to the Service, and the Company has acquired same, and appraisals have been made of all the property to be exchanged.

NOW THEREFORE, it is mutually agreed:

1. In addition to the property specifically described in said Agreement, being Parcels C, D, and E, the Company will convey to the Service, and the Service agrees to accept same pursuant to the terms of said Agreement, the following described property situate, lying and being in the County of Larimer and State of Colorado, to-wit:

> Beginning on the South line of SW¼ of SW¼ of Section 33, Township 5 North, Range 73 West 6th P.M., 196 feet East of the Southwest corner, thence East 144 feet, thence North 140 feet, more or less, to the NW corner of Tract of Land conveyed by G. H. Hea to T. C. Phillips, recorded in Book 427, page 186 of records of Larimer County, Colorado, thence Northwesterly to a point 175 feet North of the Point of beginning, thence South 175 feet to the point of beginning.

And the following described property situate, lying and being in the County of Grand, State of Colorado, to-wit:

A portion of NW¼SE¼ Section 12, T. 4 N., R. 76 W. of the 6th P.M., described as follows: Beginning at the center point of SE¼ Section 12, aforesaid, and running Westward on the quarter line 625 feet, thence North 470 feet, more or less, to intersection with the Westerly boundary of the following-described right of way.

A right of way in SE¼, SW¼, NW¼ Section 12, T. 4 N., R. 76 W. of the 6th P.M., 100 ft. in width, being 50 ft. on either side of surveyed center line, said center line described as follows: Beginning at a point (Sta. 856-17.2) on the north boundary of SE¼NW¼ said section; said point being 87°59' W. and 393.8 ft. from NE corner SE¼NW¼ said section; thence S. 14°25' E. 821.8 ft.; thence Southwesterly 331.7 ft. on the true arc of curve right with a radius equal to 955.0 ft.; thence S. 5°29' W. 273.8 ft.; thence Southeasterly 500 ft. on the true arc of a curve left with a radius equal to 358.1 ft.; thence S. 74°35' E. 185.0 ft.; thence Southeasterly 225 ft. on the true arc of a curve right with a radius equal to 716.3 ft.; thence S. 56°35' E. 250 ft.; thence Southeasterly 300 ft. on the true arc of a curve left with a radius equal to 955.0 ft.; thence S. 74°35' E. 225 ft.; thence Southeasterly 238 ft. on the true arc of a curve right with a radius equal to 1432.5 ft. to a point (Sta. 990-38) on the east boundary of NW¼SE¼ said section; said point being S. 0°01' W. 1009 ft. from NE corner of NW¼SE¼ said section;

Thence Southeasterly along the said Westerly line of said right of way 625 ft. more or less, to the East boundary of NW¼SE¼, aforesaid, thence South along the quarter line 350 ft. more or less, to a point of beginning.

2. The appraised and reasonable value of all the property to be exchanged is as follows:

Property to be conveyed by Service $43,500.00

Property to be conveyed by Company $43,650.00

3. When the exchange is consummated according to the terms of the said Agreement approved November 9, 1960, and the Supplemental Agreement dated February 7, 1961, the Service will pay to the Company the sum of $150.00 being the difference in value of properties exchanged.

IN WITNESS WHEREOF, the parties have hereunder subscribed their names and affixed their seals this 21st day of November, 1962.

UNITED STATES OF AMERICA

By _____
Superintendent of Rocky Mountain National Park

COLORADO TRANSPORTATION COMPANY

By _____
President

ATTEST:

_____
Secretary

Approved this 10th day of December, 1962

(SEAL)

_____
Director, National Park Service

Copy

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into by and between the UNITED STATES OF AMERICA acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, and the Superintendent of Rocky Mountain National Park, hereinafter referred to as the "Service", and the COLORADO TRANSPORTATION COMPANY, a corporation organized and existing under the laws of the State of Colorado, hereinafter referred to as the "Company".

W I T N E S S E T H:

THAT WHEREAS, Rocky Mountain National Park was established by Congress to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the enjoyment of the same in such manner and by such means as will leave such Park unimpaired for the enjoyment of future generations; and

WHEREAS, the Colorado Transportation Company is a concessioner in Rocky Mountain National Park operating under the terms and conditions of Contract No. 14-10-0100-498, executed June 1, 1955, which includes the operations and facilities of Grand Lake Lodge and Fall River Pass Store, and

WHEREAS, it is the general objective in the administration of Rocky Mountain National Park to eliminate most developments providing hotel and other related accommodations, including Grand Lake Lodge, from within the boundaries of said Park; and

This Copy Made from file L 1425-ROMO Grand Lake Lodge Book #2

WHEREAS, it is the policy of the National Park Service to acquire all non-Federal lands within the boundaries of Rocky Mountain National Park to insure the best public use of the Park; and

WHEREAS, it is the intention of the Parties hereto that the Grand Lake Lodge area - Parcel A, as hereinafter defined, including all Service-owned improvements thereon, and the 20 per cent interest of the Service in the Fall River Pass Building be exchanged on an approximately equal value basis by the Service for non-Federal land within the existing boundaries of the Park now owned or hereafter acquired by the Company, and that the existing boundaries of the said Rocky Mountain National Park are to be revised so as to exclude from said Park the Grand Lake Lodge area - Parcel A and the Colorado Transportation Company - Parcel B, as hereinafter defined, according to the terms of this Agreement; and

WHEREAS, it is understood by the Parties hereto that in order for the Service to carry out the terms and conditions of this Agreement, it is necessary to obtain Congressional authority.

NOW, THEREFORE, pursuant to the authority contained in the Act of August 25, 1916 (30 Stat. 535; 16 U.S.C., 1-3), and other laws supplemental thereto and amendatory thereof, these said parties in consideration of the mutual promises expressed, covenant and agree to and with each other, as follows:

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Article 1. The Service agrees:

a. To attempt to secure an Act of Congress enabling it to carry out the terms and conditions of this Agreement and providing, upon the completion of all the conveyances provided for in the Act, for the exclusion from the Park of Grand Lake Lodge area - Parcel A and Colorado Transportation Company - Parcel B (see attached map), its being expressly understood that this Agreement is contingent upon securing such legislation.

b. The property to be excluded from the Park as mentioned in the foregoing Article 1, a., means:

> "Beginning at the corner common to section 31 and 32, township 4 north, range 75 west, and sections 5 and 6, township 3 north, range 75 west, sixth principal meridian; thence south eighty-eight degrees fifty-five minutes east, six hundred sixty feet along the south section line of said section 32; thence north eight hundred feet; thence west six hundred sixty feet, more or less, to a point on the section line common to said sections 31 and 32; thence continuing west one thousand feet; thence south one hundred thirty-four and six hundredths feet; thence west three hundred twenty-nine and seventy-five hundredths feet; thence south one hundred sixty-six and ninety-four hundredths feet; thence west one thousand seventy-eight and six-tenths feet; thence south four hundred ninety-seven and eighty-two hundredths feet, more or less, to a point on the south section line of said section 31; thence south eighty-nine degrees twenty-four minutes east, two thousand three hundred eighty-nine and forty-seven hundredths feet along the south section of line of said section 31 to the point of beginning; the tract as described containing approximately 47 acres."

c. To furnish to the Company a list of non-Federal property within the Park which the Service is interested in acquiring in exchange.

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Article 2. It is mutually agreed between the parties;

a. Each party will designate a qualified appraiser, each of whom must be a resident of Colorado. The two appraisers so designated will designate a third qualified appraiser, who must also be a resident of Colorado.

b. The appraisers so designated will appraise the following properties and interests:

(1) The non-Federal land within Rocky Mountain National Park to be designated by the Service and agreed upon by the Company.

(2) The interest of the Service in the Fall River Pass Building.

(3) The Grand Lake Lodge area - Parcel A, including all roads, parking areas and retaining walls located thereon but excluding from such appraisal the value of all other improvements thereon.

The appraisers will establish a single appraised value for each of the aforesaid properties and interests and the appraisals so established shall serve as the basis for the exchange contemplated by this Agreement.

c. The Service and the Company will each pay fifty per cent of the cost of said appraisals.

d. After said appraised values have been determined, the parties hereto shall negotiate said exchange upon an approximately equal value basis, based upon said appraised values.

Article 3. The Company agrees:

a. To attempt to acquire the selected lands within the Park which may be mutually agreed upon for exchange with the Federal Government. It is understood that the Colorado Transportation Company - Parcel C, and Colorado Transportation Company - Parcel D, as hereinafter defined, shall be conveyed to the United States as part of the proposed exchange in accordance with the terms of legislation to be enacted for this purpose. It is also understood that the Mitchell Property - Parcel E, as hereinafter defined, shall be conveyed to the United States as part of the proposed exchange if it is hereafter acquired by the Company.

b. That it will not use for hotel, lodge or related developments any land now owned by the Company or which it may subsequently acquire lying within the Park boundaries as revised in accordance with this agreement and located within one mile of Grand Lake Lodge.

Article 4. The Service further agrees:

When an enabling act of Congress has been secured in accordance with Article 1, a., above, and when an agreement is reached as to the property to be exchanged hereunder, and when the Company has notified the Service in writing that it has acquired said property:

a. To convey, or cause to be conveyed, to the Company by Patent from the United States of America or by good and sufficient warranty deed the Grand Lake Lodge area - Parcel A, including Federal improvements thereon free and clear of all taxes, liens and encumbrances. Merchantable title to said Grand Lake Lodge area - Parcel A, shall be conveyed to the Company. An abstract to said Grand Lake Lodge area - Parcel A, certified to date at the Service's expense shall be furnished

to the Company not less than 30 days prior to the closing.

b. To convey, or cause to be conveyed, to the Company by bill of sale the interest of the Service in the Fall River Pass Building, free and clear of all taxes, liens or encumbrances subject, however, to the right of the Service to use the Alpine Exhibit Room in said Fall River Pass Building free of charge until two years after transfer of title from the United States to the Company.

c. To issue a Special Use Permit to the Company for ingress and egress to the Grand Lake Lodge area - Parcel A and Colorado Transportation Company - Parcel B, from the Trail Ridge Road for the use of the general public to reach the said areas over the existing access road. It is agreed that the existing access road shall be maintained by the Company in a manner satisfactory to the Service. It is further agreed that this Permit may be revoked whenever another suitable access road is built.

In the event a utility road is established for servicing the said areas, public use will not be permitted.

d. To permit the Company to establish and maintain four signs within the Park in the vicinity of the junction of the Lodge entrance and Trail Ridge Roads for the purpose of notifying the public of the Lodge. The location, size, and design of said signs shall be approved by the Service.

e. To issue a Special Use Permit to the Company to continue to use the land occupied by the present power and water facilities and the trail needed for access to them as long as such facilities and trail are needed for power and water purposes.

f. To permit the use by the Company of the maximum amount of water available under State of Colorado Filing No. 17579 for the present

use at the Grand Lake Lodge area and the use of such additional waters as may subsequently become available under this appropriation: Provided, that any rights subsequently filed upon or perfected by said Company, where diversion is on land within the Park, shall be in the name of the United States.

Article 5. The Company in consideration of the conditions and agreements in Article 4, further agrees:

To convey to the Service by good and sufficient warranty deed, free and clear of all taxes, liens or encumbrances, the property agreed upon and acquired by the Company and to furnish abstracts of title thereto satisfactory to the United States. Merchantable title to said property shall be conveyed to the Service.

Article 6. It is further mutually agreed between the parties:

a. The term "Grand Lake Lodge Area - Parcel A" as used herein means the following described property:

> Beginning at the southeast corner of Section 31, Township 4 North, Range 75 West of the 6th P.M.; thence north along the east line of said Section 31 800.00 feet; thence west 1000.00 feet; thence south 134.06 feet; thence west 329.75 feet; thence south 166.94 feet; thence west 1078.60 feet; thence south 497.82 feet, more or less, to the south line of said Section 31; thence east along the south line of said Section 31 to the point of beginning, containing 35 acres more or less.

b. The term "Colorado Transportation Company - Parcel B" as used herein, means the following described property:

> Beginning at the southwest corner of Section 32, Township 4 North, Range 75 West of the 6th P.M.; thence east along the south line of said Section 32 660 feet; thence north 800 feet; thence west 660 feet more or less to the west line of said Section 32; thence south along said west line of said Section 32 to the point of beginning, containing 12 acres, more or less.

c. The term "Fall River Pass Building" as used herein, means the following-described property: That certain rock and masonry building, approximately 30 feet by 80 feet in dimension, located adjacent to the present U. S. Highway 34 (also known as Trail Ridge Road) in Section 36, Township 6 North Range 75 West, Larimer County, Colorado.

d. The term "interest of the Service in the Fall River Pass Building" as used herein means a twenty (20%) per cent interest therein.

e. The term "Colorado Transportation Company - Parcel C" as used herein, means the following described property:

> Beginning at a point on the west line of Section 32, Township 4 North, Range 75 West of the 6th P.M., 800 feet north of the southwest corner of said Section 32; thence east 660.00 feet; thence north 520.00 feet; thence east 660.00 feet; thence north 1325.94 feet; thence west to the west line of said Section 32; thence south along said west line of said Section 32 to the point of beginning, containing 48 acres, more or less.

f. The term "Colorado Transportation Company - Parcel D" as used herein, means the following described property:

> Beginning at a point 800.00 feet north and 660.00 feet east of the southwest corner of Section 32, Township 4 North, Range 75 West of the 6th P.M; thence east 1962.18 feet; thence north 520.00 feet; thence west 1962.18 feet; thence south 520.00 feet to the point of beginning, containing 23.5 acres, more or less.

g. The term "Mitchell Property - Parcel E" as used herein, means the following described property:

> Beginning at a point 800.00 feet north and 660.00 feet east of the southwest corner of Section 32, Township 4 North, Range 75 West of the 6th P.M.; thence east 1962.18 feet; thence south 800.00 feet; thence west 1962.18 feet; thence north 800.00 feet to the point of beginning, containing 36.5 acres, more or less.

h. The term "Park" means Rocky Mountain National Park.

i. In the event the appraised valuations of the properties to be conveyed hereunder are unequal, the difference shall be paid in currency.

j. Concession Contract No. 14-10-0100-498, executed June 1, 1955, will be modified according to the terms of this Agreement when said terms have been fulfilled.

k. This Agreement shall remain in full force and effect for a period of five years from the effective date hereof. It is intended by the parties that unless the terms hereof shall have been fulfilled and the transfers and conveyances herein provided for shall have been done and completed within said five year period, or unless this Agreement shall have been extended in writing, this Agreement shall terminate and be without further force or effect.

l. This Agreement may be amended or assigned only in writing signed by both parties.

m. This Agreement shall be binding upon the assigns and successors of the parties hereto.

n. This Agreement shall be effective following its execution by the parties hereto and upon approval of the Director of the National Park Service.

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IN WITNESS WHEREOF, the Parties hereto have hereunder subscribed their names and affixed their seals, this 2nd day of August, 1960.

UNITED STATES OF AMERICA

By /s/ James V. Lloyd
Superintendent of Rocky
Mountain National Park

COLORADO TRANSPORTATION COMPANY

By /s/ I. B. James

President
Title

Attest:

/s/ C. H. Olmsted
Secretary

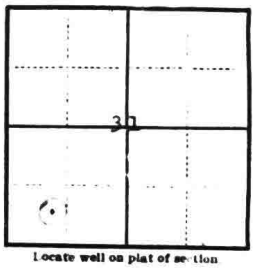
Approved 9th day of November, 1960.

/s/ E. T. Scoyen
Acting Director
National Park Service

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UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WATER RESOURCES BRANCH

RECORD OF WELL



Locate well on plat of section

1. **Location:** State Colorado County Grand
Nearest P. O. Grand Lake Direction from P. O. NW
¼ sec. 31, T. 4 N., R. 75 W., 6th P.M.

2. **Owner:** Department of the Interior National Park Service Address Estes Park, Colorado
Driller: Same Address Same
Site selected by: Same Address Same

3. **Situation:** Is well on upland, in valley, or on hillside? Valley

4. **Type of well:** Dug (Dug, driven, bored, or drilled); kind of drilling rig used Clam shell (Solid tool, jetting, rotary, etc.)

5. **Depth of well:** 21 ft.; year in which well was finished 1946
Does well enter rock? No; if so, at what depth? ft.; kind of rock

6. **Depth to water:** 18 ft.; Amount water rose above level where first struck 8 ft.

7. **Diameter:** At top 48 inches; at bottom 48 inches.

8. **Principal water bed:** Gravel (Gravel, sand, clay, or rock. If rock, state kind)
Depth to principal water bed 18 ft.; thickness of bed 3 ft.
If other water supplies were found, give depth to each

9. **Casings:** Kind Corrugated iron; size 48"; length 15 ft.; between depths of 6 and 21 ft.
Kind Well house; size 6' X 6'; length 6 ft.; between depths of 0 and 6 ft.
Kind ; size ; length ft.; between depths of and ft.
Packers (if any): Depth at which packers were used ; kind
Screen or Strainer: Was well finished with screen or perforated pipe? No; kind of screen ;
length of screen ft.; diameter inches; size of openings
perforated pipe ; size of perforations ; How were perforations made; burned, drilled ?

10. **Head:** Does well at present overflow without pumping? No; did it overflow when new? No ;

11. **Pump:** Is the well pumped? Yes; kind of pump Jacuzzi Brothers, reciprocating ;
size or capacity of pump 350 gallons per hour; kind of power Electric motor ½ HP

12. **Yield:** Natural flow at present (if any) gallons per minute; original flow gallons per minute;
well has been pumped at Not pumped gallons per minute continuously for hours;
quantity of water ordinarily obtained from well 200 gal. gallons per ~~minute~~ day.

13. **Use:** For what purpose is the water used? Domestic

14. **Quality of the water:** Hard (Hard or soft, fresh or salty, etc.); is there an analysis? No

Name of person filling blank David H. Canfield
Date August 13, 1947 Address David H. Canfield, Superintendent Rocky Mountain National Park, Estes Park, Colorado

On the back of this sheet give the record of the beds through which the well passes and any other facts not given above.

08-13-1947: log of well

LOG OF WELL

KIND OF ROCK OR OTHER MATERIAL (Give color and tell whether hard or soft)	DEPTH, IN FEET		THICKNESS, IN FEET	REMARKS (Especially information as to water found)
	From—	To—		
Glacial Till	0	18'	18	Minor
Gravel	18'	21'	3	Fair flow

8620

Other Supporting Information

APPLICATION BY THE GRAND LAKE METROPOLITAN RECREATION DISTRICT

TO CHANGE A POINT OF DIVERSION AND DIVERT 0.625 CFS FROM

TONAHUTU CREEK VIA HARBISON DITCH TO THE GOLF COURSE OUTSIDE

ROCKY MOUNTAIN NATIONAL PARK

Issue:

The Grand Lake Metropolitan Recreation District (GLMRD) submitted an application to the Colorado Water Court for a change in the point of diversion for 0.625 cfs of water from the west bank on the North Inlet of Grand Lake to Harbison Ditch on Tonahutu Creek located within Rocky Mountain National Park (ROMO). The place of use would also be changed from irrigating hay meadows located in the SE4 NE4 and the NE4 SE4 of Section 6, Township 3 North, Range 75 West of the 6th P.M., Grand County, Colorado to the applicant's public golf course. Park management wants to know what options are available if they wish to prevent the GLMRD from diverting the 0.625 cfs through Harbison Ditch.

Background:

The GLMRD constructed a 9-hole public golf course in the early 1960's approximately 1/4 mile from the western boundary of ROMO (see Figure 1.). The project had the support of and was actively encouraged by park management. To assist the GLMRD in its operation of the golf course, ROMO leased 1.5 cfs of Federal appropriative water rights on Tonahutu Creek through Harbison Ditch by means of a special-use permit effective July 1, 1968.

On November 26, 1975 the GLMRD asked to purchase 1.0 cfs from the NPS because they wanted to add nine additional holes to the golf course. They were concerned that the special use permit allowing them to lease 1.5 cfs via Harbison ditch could be revoked at any time. The superintendent, in a letter dated December 9, 1976 stated the NPS was supportive of the golf course and in fact, was instrumental in getting the land set aside for a golf course and in leasing water to the GLMRD for the golf course from Tonahutu Creek. He assured the GLMRD that the NPS had no need for the 1.5 cfs for the foreseeable future. However, the superintendent went on.explain that agency policy would not allow him to extend the special-use permit beyond a 5 year limit. In addition, the request to purchase 1.0 cfs of water was denied.

In 1962, the GLMRD obtained an interest in 0.625 cfs in Cairns No. 3 Ditch with a headgate located on the North Inlet to Grand Lake. The GLMRD asked the NPS in 1976 if it would have any objections if they transferred the point of diversion for their water right for 0.625 cfs from the North Inlet of Grand Lake to the headgate of Harbison Ditch on Tonahutu Creek. The water would be used to irrigate an additional 9 holes on the golf course. The park responded in a letter dated September 10, 1976 stating the park had no basis to object to the change in the point of diversion because it would not result in any

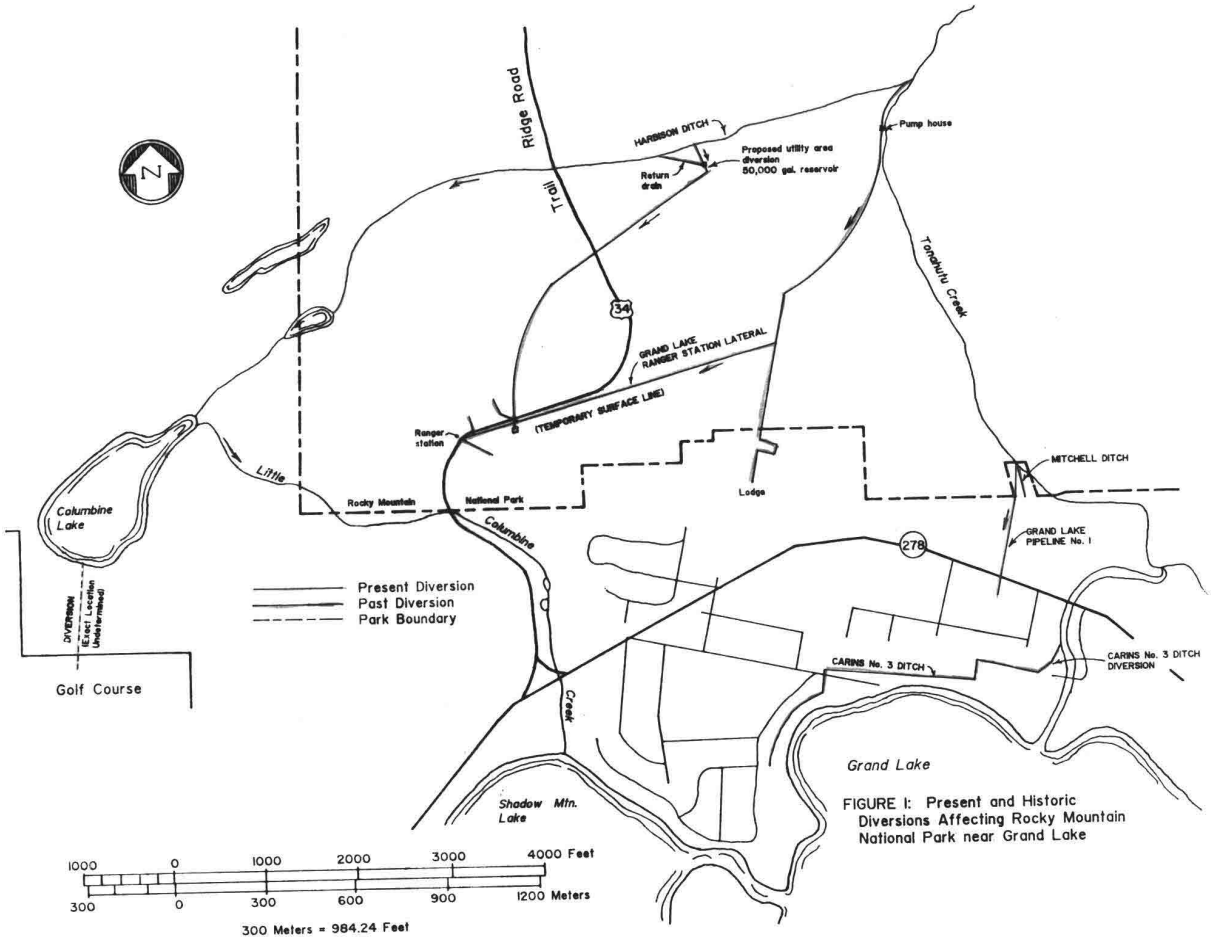


FIGURE I: Present and Historic Diversions Affecting Rocky Mountain National Park near Grand Lake

adverse effect on water rights owned by the NPS. The only concern expressed by the park was the carrying capacity of Harbison Ditch which overflowed at several points when flow was excessive. The park offered to meet with the GLMRD to discuss how repairs could be made to the ditch so it could carry a total of 5.0 cfs, including the additional 0.625 cfs. Testing of the ditch to determine its' carrying capacity was scheduled for the following spring but was never completed.

In 1976, Howard Breckon, representing Columbine Lake Water and Sanitation District (CLWSD) as part owner of the Harbison Ditch, agreed to let the GLMRD use the ditch and Columbine Lake to transport water to a point near the golf course. In addition, Breckon gave the GLMRD a permanent easement so they could pump water from Columbine Lake and transport it to the golf course. On January 31, 1984, ROMO renewed the GLMRD's special-use permit for an additional five years. On August 8, 1986, the GLMRD again asked the NPS to extend the special use permit for the lease of 1.5 cfs from 5 years to a longer period of time. The NPS denied this request in October, 1986.

In July, 1986, the GLMRD applied to the Colorado Water Court for a conditional water right of 1.5 cfs to divert water from Tonahutu Creek through Harbison Ditch. According to the files, the NPS did not object to the GLMRD application because the NPS could not demonstrate injury having leased water for the last 20 years. The NPS would have no basis to claim injury to its water rights and, therefore, the court could not be expected to treat the protest as more than frivolous.

Water Rights and Uses Associated With Harbison Ditch:

Water is currently diverted through Harbison Ditch by three water users; the NPS (1.5 cfs leased to GLMRD) the GLMRD (1.5 cfs conditional and 0.625 cfs transferred from Cairns #3 ditch) and the CLWSD (1.115 for instream flow and 1.695 cfs for fish propagation). According to the records, the ditch is owned jointly by the NPS and the CLWSD. Capacity of the ditch is in question but estimates range between 2.6 and 4.0 cfs.

The earliest adjudication of Tonahutu Creek, 1911, listed two water rights attached to Harbison Ditch. The original water right (#1), perfected by Roy Adams, was for the use of 4.46 cfs for the propagation of fish with a priority date of 1894. The full allotment of this right could be used only from November 1 to April 15. During the irrigation season (April 15 to November 1) owners of water right #1 could use only that portion of the second right (#199) not used for irrigation. Water right #199 is an irrigation right for 4.46 cfs during the irrigation season, with a priority date of 1893.

The NPS purchased a portion of each of these water rights through deeds #49, #50 and #124. Thus, the NPS holds rights to 3.345 cfs of water right #199 for irrigation (April 15 to November 1) and 2.765 of water right #1 for year round use (see Table 1.). The NPS has allowed its share of water, other than the 1.5 cfs leased to the GLMRD, to remain in Tonahutu Creek for instream flow purposes. The remaining portions of water rights #199 (1.115 cfs) and #1 (1.695 cfs) are owned by the CLWSD and diverted through Harbison Ditch.

Table 1. Water Rights on Tonahutu Creek
Associated with Harbison Ditch

	Owner	Amount (cfs)	Place of Use	Period of Use	Purpose	Priority Date
1.	GLMRD	0.625	Golf Course	04/15-11/01	Irrigation	09/01/1885* Cairns #3
2.	USA	2.765	Tonahutu Creek	11/01-04/15	Instream	07/15/1893
3.	CLWSD	1.695	Columbine Lake	11/01-04/15	Fish Propa-gation	07/15/1893
4.	USA	3.345	Tonahutu Creek	04/15-11/01	Irrigation (Instream)	11/01/1894
5.	CLWSD	1.115	Little Columbine Creek	04/15-11/01	Instream	11/01/1894
6.	GLMRD	1.5	Golf Course	04/15-11/01	Irrigation	Leased From USA, See #4 Above
7.	GLMRD	1.50	Golf Course	04/15-11/01	Irrigation	07/13/1986 Conditional

* While most senior by date, this water right was transferred to Harbison Ditch from the North Inlet (Cairns Ditch #3) on the condition there would be no injury to junior water right holders.

In 1975 the CLWSD made application to the Water Courts to change the use of its 1.115 cfs of water from irrigation to instream flow in Little Columbine Creek. In Civil Action 2502, the Water Court granted the request and ordered that the applicant (CLWSD) "permanently terminate and abandon the irrigation use of 1.115 cfs of water from Harbison Ditch and will apply the 1.115 cfs adjudicated on August 3, 1911 to the maintenance of Columbine Creek to offset depletion caused by the municipal, recreation and irrigation uses..."

In 1972 the USA claimed Federal reserved water rights "For such purposes for which Rocky Mountain National Park was created ..." Also, "..the main emphasis, with regard to the use of water in the Park is to maintain natural flows and lake levels with as little man made disturbance as possible". This includes unquantified reserved water rights for Tonahutu Creek above and below Harbison ditch. It is noteworthy that Tonahutu Creek flows across 1/2 mile of land below Harbison Ditch that is within ROMO and has always been part of the Public Domain. This is of significance because the NPS claims Federal reserved water rights in cases involving land having a continuous chain of title of federal ownership. And, the water court having recognized Federal reserved water rights in ROMO, instructed the NPS to quantify those rights.

Findings:

1. The NPS has been a supporter of the golf course and was instrumental in assisting the GLMRD in obtaining land for the project.

2. According to the West Unit Manager (ROMO), the park wants to maintain water in Harbison Ditch for aesthetic purposes.

3. The GLMRD has indicated it does not want to enlarge Harbison Ditch. Because the ditch is in the park, the NPS should have the authority to control maintenance activities on the ditch. However, the CLWSD also has a proprietary interest in the ditch and has given GLMRD permission to use the ditch.

4. The current capacity of Harbison Ditch is about 3 cfs but estimates range from 2.6 to 4.0 cfs. If repairs are made to portions of the ditch, it may be possible to carry 3.24 cfs (1.5 cfs of water leased to GLMRD, 0.625 of GLMRD water transferred from Cairns No. 3 Ditch and 1.115 cfs of CLWSD water) during the irrigation season.

5. Although the USA was successful in 1987 in changing its water rights from irrigation use to instream flow for Onahu Creek (Fish Creek) in ROMO, the Department of Justice advises this approach can no longer be taken because the Colorado Legislature changed the State's water laws identifying the Colorado Water Conservation Board as the only entity authorized to hold water rights for instream flow purposes.

6. The GLMRD received a conditional water right from the Water Court, District No. 5 on February 16, 1989 for 1.5 cfs for irrigation from Tonahutu Creek to be diverted through Harbison Ditch. The conditional water right was assigned a priority date of July 13, 1986.

7. During periods of low flow it is possible that the portion of Tonahutu Creek below Harbison Ditch may be dewatered during the irrigation season if the GLMRD and CLWSD divert their total entitlement of 3.24 cfs.

Options:

1. The opportunity to file a protest on the GLMRD's application for a change in the point of diversion has passed; however it would have been futile to file such a protest since the USA does not have any appropriative water rights in Tonahutu Creek below Harbison Ditch that could be injured. It would also be very difficult to convince the Water Courts to deny the application based on injury to unquantified Federal reserved water rights in light of the fact that the NPS has been leasing 1.5 cfs of its water to the GLMRD for the last 20 years. Further, the Department of Justice would not file such a protest without a supportable claim of injury from any other water right holder.

2. The park may wish to inform the GLMRD that the NPS will not protest the application for a change in point of diversion to pass an additional 0.625 cfs through Harbison Ditch. Assuming the park wishes to retain water in Harbison Ditch for aesthetic purposes, the park could then take this opportunity to work with the CLWSD and the GLMRD to repair the ditch so that it can convey an amount of water not to exceed 3.24 cfs. The parties should be willing to sign an agreement to this effect limiting the capacity of the ditch and conducting repairs at no expenses to the USA and under the supervision of the NPS. This approach will solidify NPS control over maintenance and overall capacity of the ditch and thereby ensure that additional quantities of water will not be diverted from Tonahutu Creek via Harbison Ditch.

3. The park may wish to terminate the special-use permit allowing the GLMRD to divert 1.5 cfs from Tonahutu Creek to the golf course. By this action the GLMRD conditional water right claim of 1.5 cfs with a priority date of 1986 would then move up in priority. However, the unquantified NPS Federal reserved right for the segment of Tonahutu Creek below the Harbison Ditch carries a priority date of 1915 and could be exercised so that Tonahutu Creek is not dewatered.

   By not renewing the special-use permit, the park may be viewed by the local community as being unsupportive of recreation programs sponsored by the GLMRD. Also, the park's control over the maintenance and ultimate capacity of Harbison Ditch may be diminished since GLMRD would be conveying their water through the ditch with the permission of the CLWSD and not NPS water under stipulations imposed in a special-use permit.

154

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1086, Estes Park, Colorado

April 7, 1961

Memorandum

To: Regional Director, Region Two

From: Superintendent

Subject: Water Rights Affected by Grand Lake Lodge Exclusion as They Relate to Docket No. 20, Rocky Mountain National Park

Mr. A. van V. Dunn's memorandum of March 29, to you with copy to us, requested several changes in the order of filing and content of Water Right Docket No. 20, Grand Lake Lodge and Ranger Station Water System, in anticipation of the land exchanges and boundary changes affecting the subject water system.

We have made the suggested changes in our Docket No. 20 assembly folder.

In the last paragraph of his memorandum, Mr. A. van V. Dunn suggests the possibility of the United States acquiring Parcel E in the pending exchange of lands. We feel that any conveyance of Parcel E to the United States should contain an exception or a clause making the property description subject to the headgate structures and the rights-of-way for the Cairns Pipe Lines and Ditch, part of the Town of Grand Lake water system, as they now exist on and across Parcel E. For reference, see the information attached to our memorandum of October 18, 1960.

(SGD) James V. Lloyd

James V. Lloyd
Superintendent

In duplicate

Copy to: ✓Judge Hackett

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

IN REPLY REFER TO: L54-OBL

March 29, 1961

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Water Rights Affected by Grand Lake Lodge Exclusion as They Relate to Docket 20, Rocky Mountain

Change Made 4/12/61 in Docket No. 20 per request in this Memo.

The following changes in all assemblies of the subject Docket 20 are requested in anticipation of the land exchanges and boundary changes:

This is item 2 on index.

A. My comments of September 30, 1960, with listed attachments, were distributed with Mr. Scoyen's memorandum of November 9, 1960. The following first four items, as listed, should be filed at the bottom of the contents of the docket.

1. Print of GLO plat of T 4 N, R 75 W, 6 PM, accepted December 9, 1932.
2. My description of proposed Park exclusion (may be temporary).
3. The following deeds and decree.
   a. Quit claim of November 25, 1957.
   b. Decree of June 4, 1958.
   c. Warranty Deed of February 16, 1959.
4. Drawing NP-RM-6968.

B. Copies of the agreements of November 9, 1960, and February 7, 1961, between the U. S. and Company should be inserted above the items listed in A.

C. Attached are two dividers - Part I-Land Status and Part II-Water Rights. Part I should be filed above the items listed in A and B, and Part II should be placed above the old contents of the docket, and restored above the divider for Part I.

As this exclusion is consummated and resultant changes in water rights are resolved, a further breakdown of the docket to include alien interests and permissive use may develop. The Mitchell Ditch rights, Alien Water Right 7, are appurtenant to Parcel E, for instance.

As suggested in separate correspondence, the Warranty Deed, item A-3-c describes the land by incorrect metes and bounds traverse, as shown on Drawing 6968, item A-4, which does not agree with the description in GLO plat, item A-1. We are suggesting in the Assistant Director's separate memorandum that the Company should obtain a corrective quit claim deed to all of the Mitchell patent after, or when acquiring Parcel E. A somewhat more complex quit claim deed should be obtained to cover small strips of the patent which were not included in the metes and bounds description in item A-3-c, if Parcel E is not acquired.

A. van V. Dunn
Chief, Water Resources Section

Attachments

Copy to: Superintendent, Rocky Mountain, w/c attachments
Chief, WODC (2), w/c attachments

02-14-1961: memorandum to regional director from superintendent regarding memoranda of agreement

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1086, Estes Park, Colorado

IN REPLY REFER TO:
L1425
(Grand Lake Lodge)

February 14, 1961

REG. DIRECTOR
ASST. REG. DIRECTOR
CHF. DIV. OF ADMIN.
CHF. DIV. OF OPERATIONS
CHF. DIV. OF INTERP.
CHF. REC. RES. PLANNING
CHF. RANGER ACTIVITIES
FIELD SOLICITOR
ACTION TAKEN Ack & Ltr
FILE 2/17/61

Memorandum

To: Regional Director, Region Two

From: Superintendent

Subject: Memoranda of Agreement, Grand Lake Lodge Exclusion, Rocky Mountain

Both President I. B. James, of the Colorado Transportation Company, and Superintendent Lloyd have signed the supplemental Memorandum of Agreement concerning the Grand Lake Lodge exclusion. The Park is, by means of this memorandum, returning two signed copies to you. The Colorado Transportation Company signed copy of the original agreement was delivered to Mr. James along with the Company signed copy of the supplemental agreement by our transmittal memorandum to Mr. James of February 9, also as requested in your memorandum of December 30.

We have reviewed Mr. Dunn's suggestions concerning parcel land description revisions and water rights, but feel that additional comment by Mr. Dunn and/or others is necessary prior to finalizing any land redescriptions.

Mr. Dunn suggests that all boundary lines around Parcel A be parallel to the section lines established by the General Land Office. However, it is noted that in his suggested boundary description he indicates the east-west lines to be parallel to the south line of Section 31, but also indicates that the north-south lines are due north or south. The east line of Section 31 is shown on the General Land Office Plat as being N $1^{\circ}05'$E. Perhaps Mr. Dunn would be willing to review the suggested revised boundary description he proposes to see if it is actually as he intended it.

The Park recommended description with attached calculations, are forwarded for Mr. Dunn's review. The description would appear to be in line with Mr. Dunn's alternate number 1 shown on drawing NP-RM 6968.

C. C. MAILED TO:
Director w/attachments
BY mo DATE 2/17/61

Other parcel descriptions would be much more simplified if parcels A and B were worked out satisfactorily.

As use of Government water is permissible, undoubtedly the three suggested terms of the special use permit would be acceptable to the Colorado Transportation Company, as recommended by Mr. Scoyen's memorandum of November 9, 1960.

The Park will not take any additional action concerning this phase of the Grand Lake Lodge exclusion agreement until comments concerning the points raised have been received by us.

Undoubtedly you have knowledge of Grand Lake Lodge Exclusion Bills S. 143, January 4, 1961, Senator Allott, and H.R. 2203, January 9, 1961, Congressman Aspinall, both entitled: A bill to authorize the Secretary of the Interior to exchange certain property in Rocky Mountain National Park, Colorado, and for other purposes. Parcel descriptions are based on previous recommendations and undoubtedly some action will be taken in the future to amend descriptions which now undoubtedly will prove to be in error.

Please advise us at an early date of procedural instructions whereby the Park may aid further the Grand Lake Lodge exclusion and subsequently mutually-agreed upon land purchase by the Company.

Robert C. Haraden

Robert C. Haraden
Acting Superintendent

In duplicate

Attachments

C
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Y

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into by and between the UNITED STATES OF AMERICA and the COLORADO TRANSPORTATION COMPANY, supplementing the agreement between the parties approved Nov. 9, 1960:

W I T N E S S E T H:

THAT the parties, recognizing that certain minor revisions or corrections of a technical nature in the land descriptions of Parcels A to E, recited in the said agreement, may be required, do hereby mutually agree that such adjustments in the land descriptions as appear necessary will be made before the land transfers contemplated by the parties are consummated.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals, this 7th day of February, 1961.

Referenced in para. B. of Summa March 29, 1961 Memo.

UNITED STATES OF AMERICA

By /s/ James V. Lloyd
Superintendent of Rocky Mountain National Park

COLORADO TRANSPORTATION COMPANY

By /s/ I. B. James

President
(Title)

Attest:

/s/ C. H. Olmsted
Secretary

Approved this 9th day of November, 1960.

/s/ E. T. Scoyen
Acting Director, National Park Service

DESCRIPTION OF PARCELS "A" AND "B" OF THE GRAND LAKE LODGE AREA

On the attached survey sheet, the traverse of parcels "A" and "B" was made to close . Two assumptions were made in order to close the traverse.

Assumption #1. The northerly or southerly lines of parcel "A" are assumed to be parallel with the section line which lies brtween sections 31 and 32 , T.4N., R.75W. The easterly or westerly lines of parcel "A" are assumed to be parallel with the eastern half of the south section line of section 31.

N 1°-05' E

S 89°-24' E

Assumption #2. The northerly or southerly lines of parcel "B" are assumed to be parallel with the section line which lies between sections 31 and 32, T.4N., R.75W. The easterly or westerly lines of parcel "B" are assumed to be parallel with the western half of the south section line of section 32.

S 88°-55' E

N 1°-05' E

The traverse was made to close in the following manner. The bearings of all lines are known(Assumptions #1 and #2). Beginning at the point which is common to sections 31 and 32, and proceeding in a counterclockwise direction, the length of each line was obtained from Drawing #2381-A. The traverse continued in this manner until the extreme northwest corner of parcel "A" was reached. The remaining two lines of the traverse were then calculated.

The description of the traverse on the attached survey sheet would be as follows.

Beginning at the corner common to Sections 31 and 32, T. 4 N, R 75 W, and Sections 5 and 6, T 3 N, R 75 W, 6th Principal Meridian; thence S 88° 55' E 660 feet; thence N 1° 05' E 800 feet; thence N 88° 55' W 660 feet; thence N 89° 24' W 1000 feet; thence S 1° 05' W 134.06 feet; thence N 89° 24' W 329.75 feet; thence S 1° 05' W 166.94 feet; thence N 89° 24' W 1078.60 feet; thence S 1° 05' W ~~800.00~~ feet; thence S 89° 24' E 2408.36 feet to the point of beginning, said tract containing approximately 47.88 acres.

49900

(2)

01-26-1961: survey traverse sheet

SURVEY TRAVERSE SHEET — Rocky Mountain National Park

Location: Grand Lake Lodge — Field Work By: — Date: — Book No.:

Calculations By: T. A. LARIMER — Checked By: — Date: 1-26-61 — Drawing No.:

Station	Bearing	Distance	Bearing Cos	Bearing Sin	Latitudes N +	Latitudes S -	Departures E +	Departures W -	DMD		Double Areas +	Areas -
Sec. Cor.												
1	S 88°55'E	660.00	0.01891	0.99982		12.48	659.88			5476.34		68,345
2	N 1°05'E	800.00	0.99982	0.01891	799.86		15.13			6151.35	4,920,219	
3	N 88°55'W	660.00	0.01891	0.99982	12.48			659.88		5506.60	68,722	
4	N 89°24'W	1000.00	0.01047	0.99995	10.47			999.95		3846.77	40,276	
5	S 1°05'W	134.06	0.99982	0.01891		134.04		2.54		2844.28		381.247
6	N 89°24'W	329.75	0.01047	0.99995	3.45			329.73		2512.01		
7	S 1°05'W	166.94	0.99982	0.01891		166.91		3.16		2179.12		363.717
8	N 89°24'W	1078.60	0.01047	0.99995	11.29			1078.56		1097.41	12,390	
9	S 1°05'W	499.00	0.99982	0.01891		498.90		9.43	9.43			4705
10	S 89°24'E	2408.36	0.01047	0.99995		25.22	2408.23		2408.23			60,735
					837.55	837.55	3083.24	3083.24			+4,171,524	ft²
	Course 8-9 to 9-10 Calculated to close Traverse											
			Area =	½ (4,171,524)	= 2,085,762 ft²	= 47.88	acres					

11-09-1960: memorandum to regional director from acting director regarding memorandum of agreement

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

IN REPLY REFER TO:
L54-OBL

REG. DIRECTOR
ASST. REG. DIRECTOR
CHF. DIV. OF ADMIN.
CHF. DIV. OF OPERATIONS
CHF. DIV. OF INTERP.
CHF. REG. RES. PLANNING
CHF. RANGER ACTIVITIES
FIELD SOLICITOR
ACTION TAKEN
FILE

NOV 9 - 1960

Memorandum

To: Regional Director, Region Two

From: Acting Director

Subject: Memorandum of Agreement, Grand Lake Lodge Exclusion, Colorado Transportation Company, Rocky Mountain National Park

This refers to your memorandum of August 19 transmitting the original and two copies of the proposed memorandum of agreement with the Colorado Transportation Company relating, among other items, to the proposed exclusion of the Grand Lake Lodge from Rocky Mountain National Park. The agreement has been signed by Superintendent Lloyd and executed by Mr. I. B. James, President, on behalf of the Colorado Transportation Company, to become effective upon approval by this Office. You indicate that two corrections have been made in land description as suggested in our intra-office memorandum of July 13, 1960, and you recommend that the agreement be approved.

A further check by Mr. Dunn discloses additional discrepancies of a technical nature in the land descriptions. Copies of his comments of September 30 (with six attachments) are furnished herewith for your information. We do not feel justified, however, in holding up the entire matter until all of the technical details of land description can be worked out. We have, therefore, prepared a supplemental agreement to accompany the original agreement, under which the parties agree that, before final action is taken toward effecting any land transfers under the terms of the agreement as supplemented, any necessary adjustments in land description, etc., will be made. I have approved the original agreement and have signified my approval on the supplemental agreement, with the understanding that the original agreement will not be delivered to the Colorado Transportation Company until the signatures of Superintendent Lloyd and Mr. James are affixed to the supplemental agreement. When that has been done and the appropriate dates inserted in the supplemental agreement, a signed copy of the supplemental agreement should be delivered to the Company. The original and remaining signed copy of the supplemental agreement should be returned to this Office. Conformed copies of the agreement should be retained for the files of the Park and your office.

C. O. MAILED TO:
BY _____ DATE 12-22-60

With regard to water matters, Mr. Dunn has also pointed out certain details that he feels should be taken care of before final action is taken. In this connection, it will be noted that article 4, sub-paragraph f, of the original agreement provides that the Government will "permit the use by the Company of the maximum amount of water available under State of Colorado Filing No. 17579 for the present use at the Grand Lake Lodge area and the use of such additional waters as may subsequently become available under this appropriation: Provided, that any rights subsequently filed upon or perfected by said Company, where diversion is on land within the Park, shall be in the name of the United States."

Since water use by the Company under this provision will be permissive only, it is believed that the Service may impose such reasonable conditions on the use of the water as it deems necessary or desirable for the protection of the United States. We suggest that this be handled through the issuance of a special use permit, in which will be incorporated any special conditions found to be needed. Among the special conditions that may be determined to be desirable are:

1. Points of diversion shall be subject to prior approval of the Service.

2. The permittee shall not attempt to transfer any purchased water rights to the existing headgate above the Harbison Ditch headgate unless it assigns title to the United States.

3. The permittee or its assigns agrees not to protest any attempt by the Service to convert Harbison Ditch rights to domestic rights, or to change the point of diversion, if the Company is to be permitted to exercise its existing and potential Mitchell Ditch rights through its conduits across Park land.

We plan to proceed with the processing of the proposed legislation to carry out the agreement. In the meantime, it is requested that you check the descriptive material furnished herewith in order that you will be in a position to suggest changes in the land descriptions to be included in the transfer documents if any appear to be necessary. We shall appreciate being kept advised of the results of your further study of the descriptions.

E. P. Sawyer
Acting Director

In duplicate

Attachments

Comments on Land Descriptions of September 30, 1960, by A. van V. Dunn

GENERAL OBSERVATIONS

1. All descriptions of Parcels on Drawing 2381-A, and in memorandum of agreement of August 2, 1960, lack proper coordination with GLO surveys of Sections 31 and 32 of 1928, Plat of 1932, for reasons hereafter explained.

2. East-west lines from NE corner proposed Parcel B would intercept west line of Section 32 less than 800 feet northerly from SW corner Section 32, and all other courses defining north boundary Parcel A would approach conveyance with south line Section 31, such that west line Parcel A would be far less than 497.82 feet shown on Drawing 2381-A.

3. Description of Parcel B, and that portion of Park Exclusion became obsolete with assignment to Transportation Company by nonconforming deed of February 16, 1959, and complete revision of descriptions of parcels in memorandum of agreement of August 2, 1960, must be revised.

4. Transportation Company needs corrective deed from Mitchell heirs because deed of February 16, 1959, does not conform with GLO survey of Mitchell Tract.

5. My analysis revealed that boundaries of Parcels A and B, and Park Exclusions were probably intended to be parallel to section lines of Sections 31 and 32, as shown on Drawing 6968.

6. Subsequent discovery of Drawing 2258 of 1956 (I earlier failed to find an expected earlier plat of concession allotted area) confirms my conclusion that north line of concession allotment in Parcel A is parallel to south line of Section 31, and not due east, as shown on Drawing 2381-A.

7. Drawing 6968 was completed before 1956 Drawing No. 2258 was found, because I was looking for earlier maps of concession area.

8. Drawing 2258 shows north and south lines 1100 ft. long and parallel to south line of Sec. 31, and east and west lines 750 feet long, on bearing N.0-24E, which is closer to due north than to N.1-05E bearing of east line of Section 31, or N.1-02E bearing of N-S center line of Section 31, on GLO plat.

9. My computation sheets show that GLO surveys of 1928 close within two or three feet in a mile of traverse.

Thermofax Copy to Dept 12-29-60 E.A.

NOTES ON TELEPHONE DISCUSSION WITH MR. AITON, SEPTEMBER 27, 1960

1. Mr. Aiton had noted lack of closure of traverses of Parcels A and proposed Park Exclusion, but could not check because of lack of GLO plat of T 4 N, R 75 W, 6 PM. He also confirmed that he did not have copies of deeds and decree sent to us with Superintendent's memorandum of September 8.

2. Accordingly, Region had requested this office to check with Mr. Schuster, now in this office, who helped describe the parcels, rather than take time to refer the matter to the Superintendent.

NOTES ON DISCUSSION WITH MR. SCHUSTER

1. Mr. Schuster left the Park in December 1957, and final survey by Park Engineer was only partially complete. Hence Mr. Schuster can only talk from memory on broad aspects of the problem.

2. Mr. Schuster located boundary of proposed Parcel A by pacing and flagging, for subsequent engineering survey.

3. Southwest corner Parcel A was located 200 or 250 feet (Drawing 2381-A scales 250 feet) east of South $\frac{1}{4}$ Corner Section 31, to keep Parcel back from bluff where sign could be seen from proposed Corridor of Shadow Mountain Recreation Area.

4. West line, and most westerly line of north boundary, of Parcel A, were located to provide for concessioner's proposed lagoon (formerly to have been sewage treatment area.)

5. North boundary of Parcel A is staggered to keep it south of brow of the hill.

6. Park Engineer is believed to have made polaris observation as basis for azimuth of traverse.

7. Engineering traverse was accurately tied to corners of concessioners allotment, at time Mr. Schuster left, but section lines had not been run because of inability to get direct sights from SW Corner to S$\frac{1}{4}$ of E$\frac{1}{4}$ Corners because of topography and lack of references since GLO survey of 1928.

8. There were three clearings and confusing unidentified corner markers between S$\frac{1}{4}$ Corner Section 31, and SW Corner proposed Parcel A, at time Mr. Schuster left Park, which had been set to show Grand Lake Townsite, Recreation Area Corridor, and private land subdivision in Section 6, T 3 N, R 75 W.

9. The lengths of courses along boundary of Parcel A, in hundredths of a foot, do not indicate refinement to include, or exclude, improvements or natural features, except as heretofore noted, and most lines could be moved, extended, or shortened 15-25 feet, collectively, without objection, except perhaps at southwest corner and to any extensive amount along staggered north boundary.

10. Stakes or lathes were set during the engineering survey, but Mr. Schuster doubts if any permanent markers have been set because the enabling act and memorandum of agreement have not been approved.

ATTACHMENT 2
Proposed Park Exclusion - Rocky Mountain National Park
By Mr. Dennis of Dept 30, 1960

A tract of land in the south half of Sections 31 and 32, T 4 N, R 75 W, 6th PM, as those sections are delineated on the U. S. General Land Office (now Bureau of Land Management) plat of Township 4 North, Range 75 West, Sixth Principal Meridian, Colorado, Dependent Resurvey with Partial Subdivision of Sections, which was approved by the U. S. Supervisor of Surveys on November 22, 1932, and accepted by the Assistant Commissioner of said General Land Office on December 9, 1932: Beginning at the corner common to Sections 31 and 32, T 4 N, R 75 W, and Sections 5 and 6, T 3 N, R 75 W, 6th Principal Meridian; thence easterly 660 feet, more or less, along the south line of said Section 32 to the southwest corner of the portion of the S½ SW¼ Section 32, which was excluded in the deed of February 16, 1959, to the Colorado Transportation Company from Marjorie W. Thatcher, Evelyn W. Pritchett, and Johnnie L. Wagers, said deed being recorded on pages 317 and 318, Book 128, as entry No. 89091 of the records of Grand County on February 24, 1959; thence northerly 800 feet, more or less, along the west line of said excluded area to its northeast corner; thence westerly 660 feet, more or less, to a point on the line between aforesaid Sections 31 and 32 when the corner common to aforesaid Sections 31 and 32, 5 and 6 bears southerly 800.0 feet; thence westerly 1000 feet, parallel to the south line of aforesaid Section 31; thence due south 134 feet; thence westerly 329 feet parallel to the south line of said Section 31; thence due south 167 feet; thence westerly 1075 feet parallel to the south line of aforesaid Section 31; thence due south 499 feet, more or less, to the south line of aforesaid Section 31; thence easterly 2389 feet, more or less, along the south line of said Section 31 to the point of beginning, said tract containing 47.69 acres more or less.

Thereupon Copy to Dept 12-29-60 E.H.
Copy - also Dennis 9/30/60 Comments E.H.

02-24-1958: memorandum to regional director from chief regarding proposed grand lake exclusion (boundary adjustment)

L54-L

WESTERN OFFICE
DESIGN & CONSTRUC
FEB 27 958A
CHIEF
ADMIN.ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.
ACTION TAKEN—DAT

February 24, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Proposed Grand Lake Lodge Exclusion (Boundary Adjustment)
Rocky Mountain

The memoranda of February 13 from you and January 27 from Mr. Lloyd suggest that we are not all thinking on the basis of the same basic premises. Some of the suggested recommendations seem premature. The following comments are for further consideration in this office as well as the Region and Park.

My memorandum of November 4 was intended to present problems whose resolution I considered necessary in connection with the boundary adjustment and land disposal. The memorandum from Mr. Price was the result of subsequent discussion, but left much to be resolved "by the Secretary", after the legislation is obtained.

On his second page Mr. Lloyd seems to imply that the Company and not the United States, has been the basic user through the Grand Lake Lodge and Ranger Station Water System. However, the basis of all Federal claims to water for concessioners, at Rocky Mountain and elsewhere, has been that the United States administers the area for public use and enjoyment, and only contracts with the concessioner to develop and operate the necessary facilities. It does not seem important whether title to the improvements has, or has not, passed to the United States since they were constructed on Federal land in 1919 or 1920, and 1927, beginning four or five years after the area was included in the Park. The Company has been only a form of contractual employee, to supply the water for public use.

Second, the water right filings in Colorado only indicate the name of a claimant and not the owner of the water system and water claim. In addition, the adjudication does not result in the determination of the true owner, and the decree does not fix any place of use as appurtenant to specific land. Under Colorado water laws no water rights pass with the assignment of land unless the deed so specifies. However, the decree does tie the right to a specific point of diversion and named conduit. No rights have been decreed for diversion and use of water from the subject water system, but only the United States has filed a claim; and it is not unusual for the water systems and decreed rights, or recorded claims, to be

owned by different people, or for one of two users of the system to have complied with the state water laws while the other has not.

The last two paragraphs are somewhat academic. The United States can assign its claims or rights, based on Filings 16658 (Docket 17) and 17579 (Docket 20), or it can retain those rights and claims for use elsewhere, or for abandonment. The Company can also assert right to the use of water from Tonahuto Creek, based on uses starting in 1919 or 1920 and 1927, by filing and adjudication, but only at the point of existing or changed point of diversion to which it obtains access.

If the United States does not grant conduit right-of-way the Colorado Transportation Company will not, at once, have access by which to obtain water or perfect water rights in compliance with the state water laws. It may, however, be able to obtain access to a point of diversion on the Mitchell Tract No. 337. Such a point would probably be too low for a gravity diversion.

If the United States does grant a right-of-way to a point on Federal land, it can also prescribe where the point of diversion will be, and prescribe terms for the perfection of water rights which will not conflict with Federal interests. Mr. Lloyd belittles the 1919 or 1920 priority of rights since the United States has rights in the Harbison Ditch with decreed priorities of 1893 (No. 1 and 199 in Docket 23), and recommends that the Company be granted the right-of-way and authority to continue to use the same points of diversion. He overlooks the fact that the Harbison Ditch rights are for irrigation while the pipeline claims are for domestic purposes, and that the pipeline has a 1919 or 1920 diversion below the headgate of the Ditch, and a 1927 diversion above the headgate of the Ditch. The owner of any decreed domestic priority would be entitled to compensation for any damages which might result from a decreed conversion of the purpose of diversion of the Ditch rights from irrigation to domestic. The owners of the Harbison Ditch rights, even if converted, should also look askance at any decree to even junior priority of diversion at the 1927 headgate of the Grand Lake Lodge and Ranger Station Pipeline by another person.

For further consideration, I suggest the following provisions for any utility right-of-way:

1. The United States grant only the right-of-way for a pipeline for a domestic water supply. The Lodge can now be adequately supplied with power from the Colorado-Big Thompson Project.

2. The United States grant the right-of-way to only the 1919 or 1920 point of diversion at the dam near the existing power plant. This point is below the headgate of the Harbison Ditch, but high enough to provide a gravity supply of water to the Lodge reservoir if the two inch pipe were replaced with a four inch pipe. (See diversion a and profile on Filing 17579, Docket 20.) A new diversion above diversion a, but below the headgate of the Harbison Ditch, would be satisfactory if the extra head would result in more economical pipe size.

3. The United States grant the right-of-way only in exchange for written recognition of the Federal right to prior use of Tonahuto Creek water for Park purposes, under amended Harbison Ditch Rights or otherwise. This provision should be made applicable even if the Company acquires an interest in the excessive decreed rights of the Town of Grand Lake, under its own or the Mitchell and Cairns decrees.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Rocky Mountain
Chief, WODC

L54

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1086, Estes Park, Colorado

January 27, 1958

Memorandum:

To: Regional Director, Region Two

From: Superintendent

Subject: Water Rights Affected by Proposed Grand Lake Lodge Exclusion (Boundary Change), Rocky Mountin National Park.

The third paragraph of Mr. Price's memorandum to you of December 30, 1957, concerning a proposed bill to authorize a boundary change excluding Grand Lake Lodge Area from Rocky Mountain National Park, reads as follows:

> "We recommend that the same bill that will authorize the boundary change should also authorize the Secretary of the Interior to grant the Colorado Transportation Company easements, licenses, or other authority to use the necessary Federal lands within the Park for its domestic and power water systems, and to use water, on terms to be determined by the Secretary. It is our idea that the Company should obtain the water at the present source under Federal rights, which have been asserted by filings but not yet been adjudicated, to the extent such use does not conflict with the Federal needs through the same conduit or the Harbison Ditch. Since the Company constructed the portion of the water system and power plant it uses, any Federal charge for water would be based on the cost of decreed water rights."

WESTERN OFFICE
DESIGN & CONSTRUCTIO
JAN 31 1958A.
CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
2 ENGINEER
LAND. ARCH.
1 Adams
ACTION TAKEN—DATE
Nov

We concur in the suggestion that the Secretary of the Interior be authorized to grant the Colorado Transportation Company easements or other authority to use the necessary Federal Lands within the Park to maintain a headgate and extending pipe lines for its domestic water and water power system on terms to be determined by the Secretary, but we do not concur in authorizing the use of any water owned by the United States at a point outside the boundaries of the Park. We concur in the idea that the Company should take their water from the present point of diversion and from the same source (Tonahutu Creek) to the extent such use does not conflict with Federal needs for the Grand Lake Entrance and Ranger Station as now used through the lateral extending

from the Company's domestic water pipe line. We do not concur in attempting to charge for water to be used outside the Park boundaries which the United States has never used beneficially for Park purposes.

As soon as the Grand Lake Lodge property is excluded from the boundaries of the Park, any use of water on that area will be subject to the Colorado Water Code and to the orders of the Water Commissioner for Water District No. 51, a resident of Hot Sulphur Springs. In Colorado, a water rights filing is only a notice of a users claim to water to be diverted from a described point of diversion and does not assert or grant ownership when accepted by the State Engineer. Ownership of the Company's present supply of water, when used outside the Park boundaries, can only be obtained through a decree from the Colorado Water Court and can only be granted to the Petitioner who can prove continuous beneficial use of the amount used from a described point of diversion. The Company and its predecessors are the only users of water on the area to be excluded that can prove continuous beneficial use and therefore must be the one to petition the Court for adjudication and ownership of the water rights they have used since 1919.

The filings made by the United States and accepted by the State Engineer covering the Grand Lake Lodge present domestic and water power uses did not give the United States any ownership to the water if and when it is used outside the Park boundaries. The United States can continue to use and can obtain ownership and a decree for diversion from the Company's headgate of the amount now being used beneficially at the Grand Lake Entrance and Ranger Station. However, we recommend that the present supply through the lateral from the Company's pipe line be abandoned and that water be taken from our senior rights in the Harbison Ditch, Priority No. 1 on Tonahutu Creek, to supply the Entrance and Ranger Station.

On Tonahutu Creek, the Mitchel Ditch and the Cairns Pipe Lines which supply the Town of Grand Lake as well as our Harbison Ditch Water Rights are all senior to the pipe lines now supplying the Grand Lake Lodge area. During August and early September of dry years, the period of heaviest visitor use, Tonahutu Creek does not produce enough water to supply decreed amounts of all the present users which will result in a Water Commissioner's order for curtailment of use to the junior rights such as the Grand Lake Lodge pipe lines. If the United States should enter into a contract to supply the Company's area outside the Park boundaries for a charged amount, we would find ourselves in a most awkward position which could lead to very bad public relations with the town of Grand Lake. We feel that the United States' interest, if any, in the water rights for the Grand Lake Lodge water power and domestic water pipe lines, other than the amount now used at the Grand Lake Entrance and Ranger Station, should be conveyed with the land to the Colorado Transportation Company and that the Company should assume the

responsibility of gaining ownership of such water rights through adjudication in the Colorado Water Court.

With reference to the Fall River Pass Store water requirements, we shall make a close study of this situation which will necessarily require more time.

We shall answer fully at a later date, after the problem has been fully explored, by separate memorandum.

(Sgd) James V. Lloyd

James V. Lloyd
Superintendent

In duplicate

Copy to: Chief, WODC
Attn: Mr. Norman Adams

09-18-1957: project construction program proposal form

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

PROJECT CONSTRUCTION PROGRAM PROPOSAL FORM

1. NAME OF AREA Rocky Mountain National Park

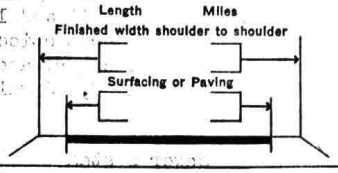
LOCATION OF AREA (STATE) Colorado

2. PROPOSED WORK

Construct new utilities system for the Grand Lake Entrance, to include water, sewer, and power.

3. DIMENSIONAL DATA

See reverse side.



4. LAND STATUS AND DATA

Government owned.

5. CONSTRUCTION DATA

See reverse side.

6. JUSTIFICATION

With the new entrance and administration area, a completely new utilities system is required. The area can be expected to have a total of 600 persons at any one time, with perhaps 2,500 persons a day in the summer. The residence, administration, and utility area may have up to 100 persons at a time. New water, sewer, and power systems are required to serve them.

7. MISCELLANEOUS DATA—REMARKS—REPORT REFERENCES

This proposal replaces U-7-2, U-11-3, U-12-4, U-37-2.
This project is to be done by contract, and field data and construction drawings are to be done by the Western Office.

1960 FY.

8. DATA ON THIS FORM PREPARED BY

Name: Norman W. Adams — Date: 9/18/57
Title: Project Engineer, WODC

Name: Charles S. Schuster — Date: 9/18/57
Title: Park Landscape Architect

9. PCP CROSS-REFERENCES

B-60-7 R-59-5
B-13-9 B-131-1

11. DRAWING NO.

Preliminary
Working

10. ESTIMATE—CLASS B

Construction	$ 106,500
Contingencies	$ 6,270
Plans, Surveys, and Supervision	$ 12,530
Grand Total	$ 125,300

12. RECOMMENDED

Date: 11/13/57

FOR CHIEF, FIELD OFFICE, D&C WODC

13. APPROVED

Date: 10/1967

SUPERINTENDENT

14. NAME OF PROJECT

Utilities Systems

Route No. Section

Master Plan Drawing No. NP-RM-3415-A

15. LOCATION WITHIN AREA OR TERMINI

Grand Lake Entrance

16. INDEX NO.

U-105

BPR ☐ NPS ☐

Form 10—411 (Revised March 1955)

16—63647-2 U. S. GOVERNMENT PRINTING OFFICE

5. Construction Data:

Water System	
1,000 feet 6" CI pipe with valves	5,100
2,459 feet 4" CI pipe with valves	11,030
1,000 feet 1" gal. iron pipe with valves	1,700
6 fire hydrants	2,040
6,000 feet 2" gal. steel water line with infiltration gallery and valves from head of Harbison Ditch or a well and large reservoir to give sufficient fire protection in extreme cold weather	12,700
1 chlorinator house and meter paced chlorinator	1,830
1 50,000 gallon underground concrete water reservoir	12,800
	47,200
Sewer System	
2,700 feet 8" VCP sewer pipe	8,100
2,000 feet 6" VCP sewer pipe	5,400
12 manholes	4,000
9,000 gallon concrete septic tank with dosing chamber	10,650
1,000 feet sub-surface filter trenches	15,350
Power System and Distribution	
1,500 feet primary	4,250
1,200 feet aerial secondary	1,700
800 feet underground secondary	4,250
Street lighting and building flood lights	5,100
	15,300
	106,000
Facilitating Services	500
Total	106,500

Statement of Requirements U-105

Utilities - Grand Lake Entrance

The new utility system is to serve the entirely new entrance area, consisting of residences, utility building, entrance station, and visitor center, with west side administrative offices included.

The number of people in the area at any one time can be expected to total about 600 persons. At the visitor center there may be 500 at one time and in the residence area perhaps 100 persons. The daily load may reach 2,500 persons a day, with a weekly load of 17,500.

The water system to serve this area is to serve domestic and public uses and to provide fire protection. The source of water is the Harbison Ditch, which takes its water from Tonahutu Creek. From there the water is to flow by gravity to the reservoir near the visitor center and by gravity from there to all the use areas.

The system, in order to adequately serve the area, will need a 50,000 gallon, underground, concrete reservoir, a hypochlorinator and house, 1,000 feet of 6" cast iron pipe with valves, 2,459 feet of 4" cast iron pipe with valves, 1,000 feet of 1" galvanized pipe with valves, and 6 fire hydrants. Also would recommend either 6,000 feet of 2" gal. steel water line with infiltration gallery and valves from head of Harbison Ditch, or well and larger reservoir to give sufficient fire protection under extreme cold weather conditions with no snow cover.

Excavation is to be in glacial soil, the reservoir in an area consisting of large boulders. For this year round use area, the pipes will have to be 5 feet deep to prevent freezing. And there will be a crossing of the Trail Ridge Road and several other crossings in the government area.

The new sewer system serving this new area is to be a complete system in itself. It is to be handled by gravity and disposal is to be in the lower part of the area. The soil is not suitable for high absorption required for filter trenches.

The system is to consist of about 2,000 feet of 6" VCP, 2,700 feet of 8" VCP sewer lines, a 9,000 gallon septic tank, 1,000 feet of sub-surface filter trenches and 12 manholes.

Excavation is to be in glacial soil, and there will be one main highway crossing of Trail Ridge Road and several crossings under new roads to be developed in the government area.

We would recommend sewage lagoon requiring more 8" VCP or trickling filter for summer and small septic tank and small subsurface filter field for winter operational loads. Trickling filter for 8

month use will not require housing. Sewage lagoon will require only 20% of $26,500 for added pipe and excavation. Soil is not suited to high absorption required for filter trenches. Ample size sand filter bed with dosing chamber will cost $25,000 and still require septic tank shown. Sand filters when closed are not an economical or durable installation.

03-20-1968: face sheet for completion report

Form 10-174
(June 1962)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FACE SHEET FOR COMPLETION REPORT

Park: Rocky Mountain National Park	Region: Midwest
Location in Park: Grand Lake entrance	State(s): Colorado
[X] Contract and/or [ ] Day Labor	County or Counties: Grand
Work Order Title: Construct water and sewer systems	

Work Order No.	121-211702
Fund Symbol	14X1035
Year Programmed	1963
PCP No.	U-105
Master Plan No.	NP-RM-3547
Master Plan Corrected By	O'Shea
As Built Drawings By	Patton
Date Started	7/3/63
Date Completed	6/30/64

DESCRIPTION OF FIXED ASSETS (For completion by employee in charge of project)	TOTAL COSTS (For completion by FFO)
230 Utility systems	147,604.47
Water and sewer	
Contract 127,245.23 PS&S 20,359.24 147,604.47	
Contract 14-10-0235-729	
State Contractors, Inc. Box 1004, Boulder, Colo.	
TOTAL	$ 147,604.47

DISTRIBUTION No.	To
1	~~WASO~~ WSCDC
1	SSC
1	Programs
1	FFO
1	ROMO

THE FIXED ASSET DESCRIBED ABOVE HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AND AUTHORIZED CHANGES

Submitted By: J. M. O'Shea, Jr. Title: Acting Project Supvr. Date: 3/20/68

Approved By: Fred J. Novak Title: Superintendent Date: 3/20/68

COSTS VERIFIED BY Bruce E. Heiser Title: Regional Accountant Date: MAY 22 1968

11360

Form 10-174A (June 1962)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

COMPOSITION OF COST FOR COMPLETION REPORT

Order Number	121-211702	
Fund Symbol	14X1035	
Park	Rocky Mountain National Park	
Region	Midwest	
Year Programmed	1963	
Location in Park	Grand Lake entrance	
Work Order Title	Construct water and sewer systems	

COMPOSITION OF COST

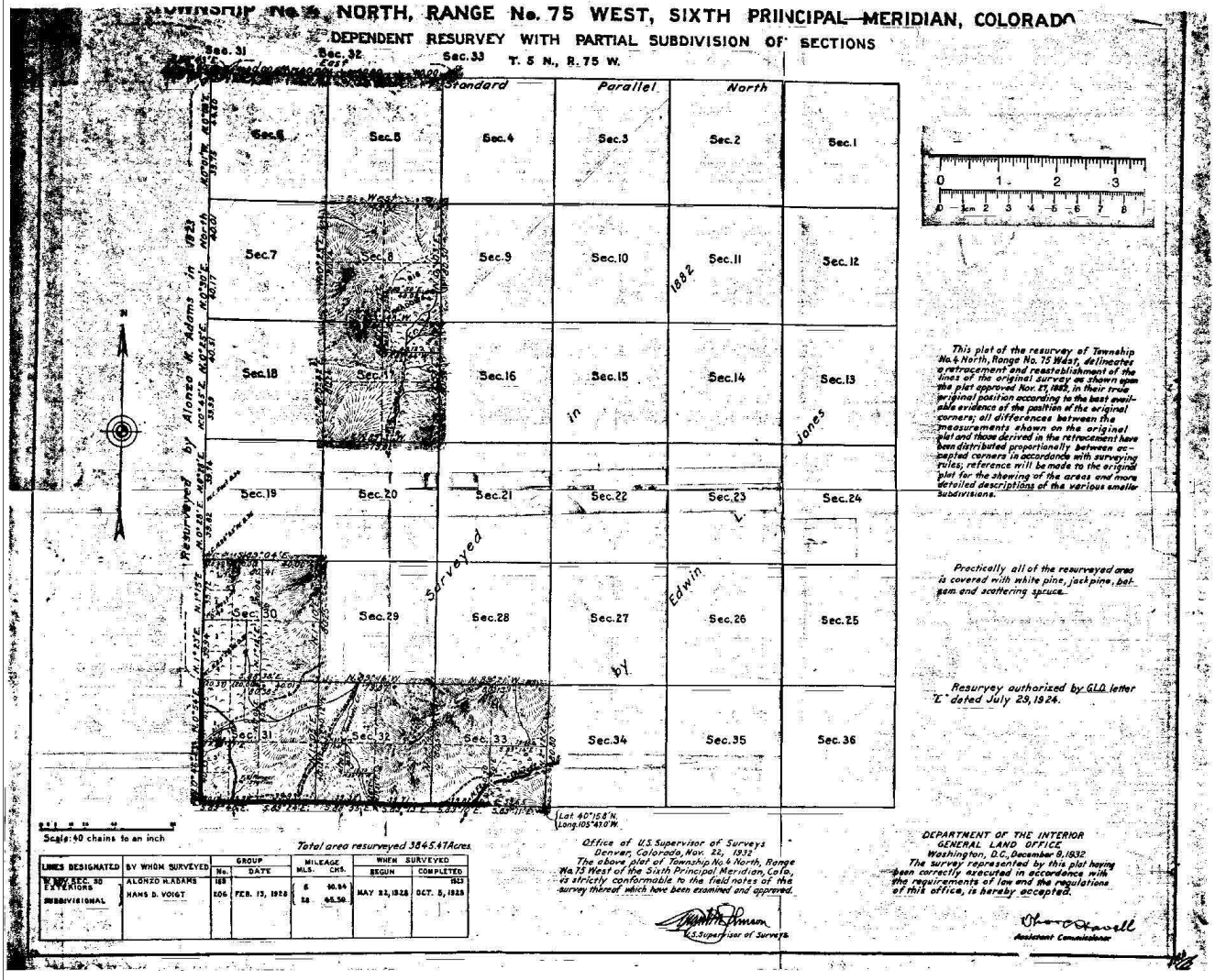
COSTS CHARGED TO FUNDS ALLOTTED TO FIELD FINANCE OFFICE		
(1) Personal Services	$	
(2) Travel		
(3) Contract Work	127,245.23	
(4) Supplies and Materials		
(5) Other Direct Expenses		
(6) Operation of Equipment		
(7) Depreciation of Equipment		
(8) Purchase of Construction Equipment		
(9) Purchase of Other Accountable Equipment		
(10) Other Costs:		
(11) TOTAL COST CHARGED TO FFO FUNDS	xxxxxxxxxx	$ 127,245.23
OTHER COSTS:		
(12) PS&S, AP, and/or Facilitating Services @ 16 %	$ 20,359.24	
(13) Inventory and Other Non-Fund Costs		20,359.24
(14) GROSS WORK ORDER COSTS	xxxxxxxxxx	$ 147,604.47
LESS:		
(15) Residual Value of Construction Equipment on Line 8	$	
(16) Other Credits		
(17) NET COST OF FIXED ASSETS	xxxxxxxxxx	$ 147,604.47

Identify other costs and other credits by line item entry, on an attached schedule, or explain in narrative.

11361

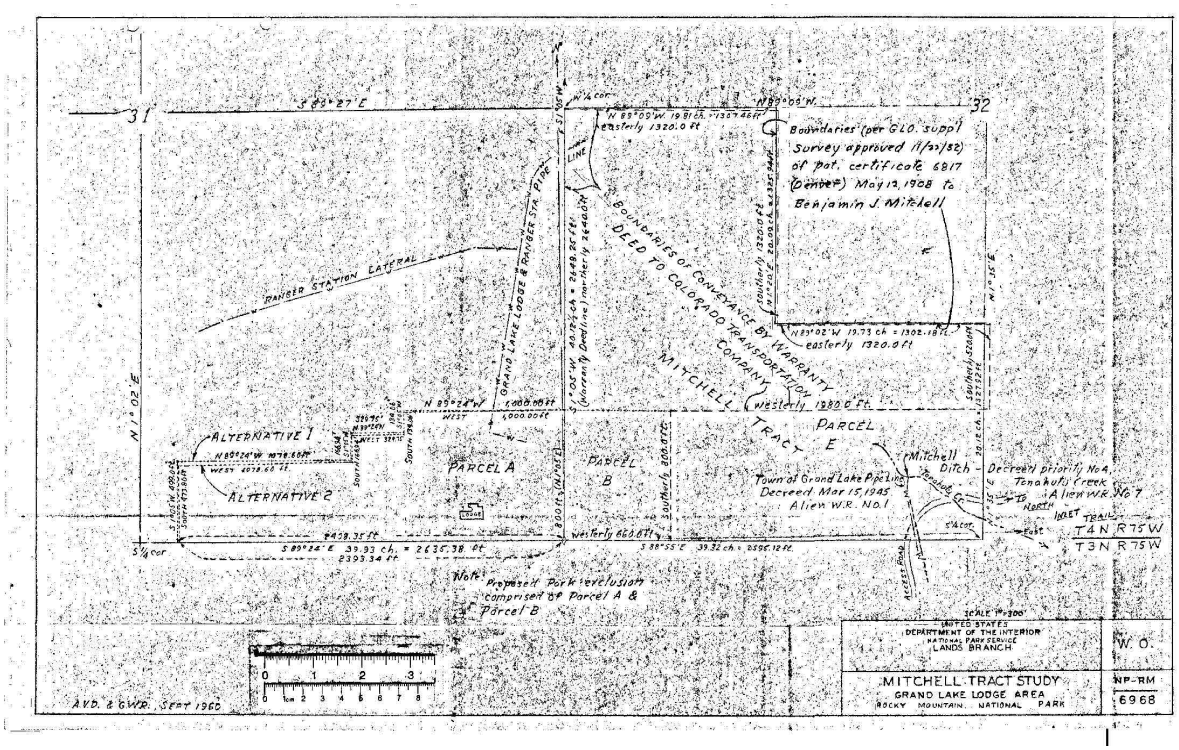
Maps and Miscellaneous Information

11-22-1932: re-survey map

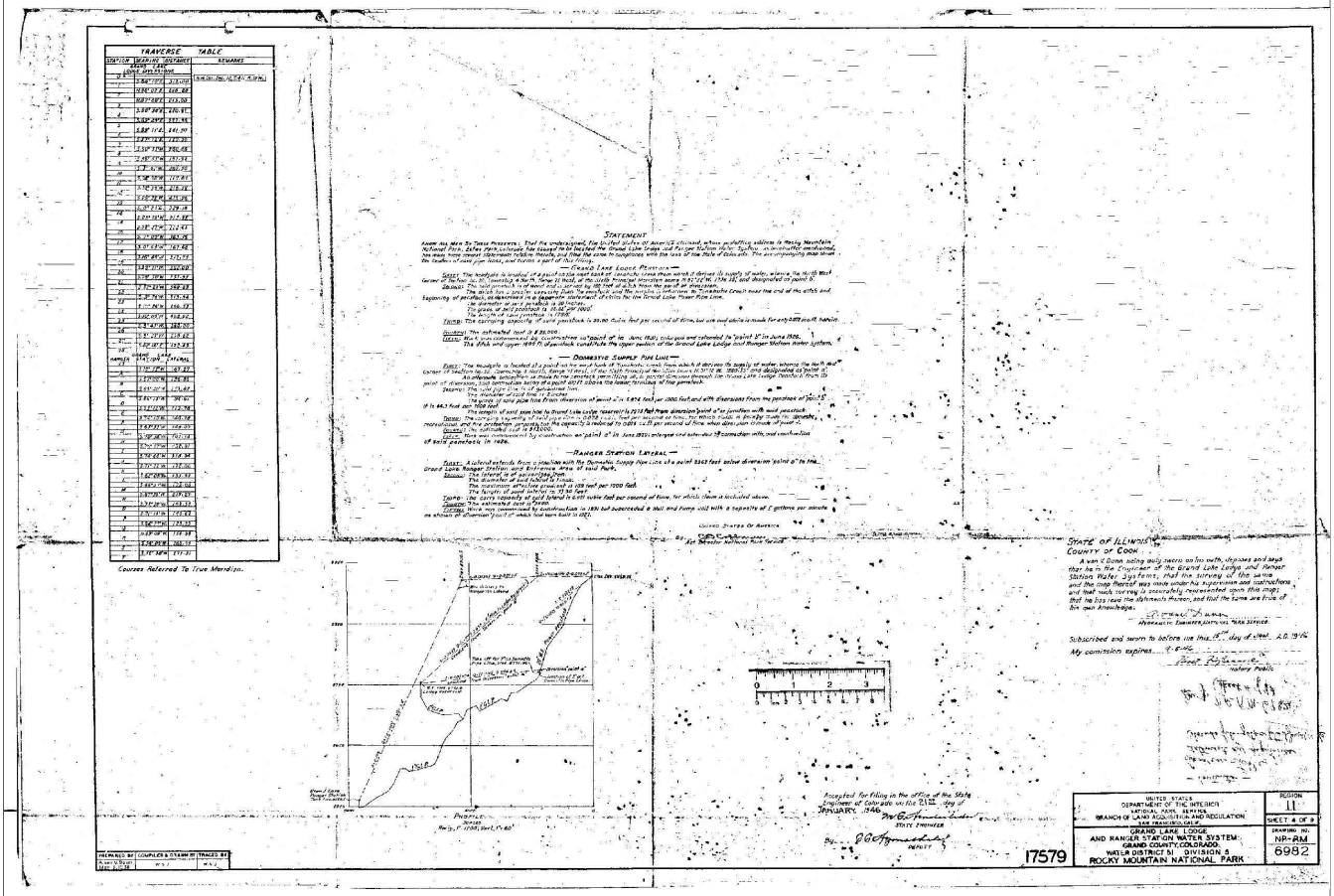


LINES DESIGNATED	BY WHOM SURVEYED	GROUP No.	GROUP DATE	MILEAGE MLS.	MILEAGE CHS.	WHEN SURVEYED BEGUN	WHEN SURVEYED COMPLETED
W. BDY. SEC. 30 EXTERIORS	ALONZO W. ADAMS	188		6	40.94		1923
SUBDIVISIONAL	HANS D. VOIGT	206	FEB. 13, 1928	28	48.56	MAY 23, 1928	OCT. 5, 1928

09-00-1960: map of the mitchell tract study - grand lodge area



01-21-1946: map of the grand lake lodge and ranger station water system



TRAVERSE TABLE

STATION	BEARING (MAGNETIC) LAKE LONG SPRUCE	DISTANCE	REMARKS
0			Junction Point on Grand Lake Ranger Station Water System
1	S 84° 17' E	213.0 ft	
2	S 26° 23' E	108.8 ft	
3	N 83° 37' E	213.0 ft	
4	S 38° 44' E	676.0 ft	
5	S 52° 49' E	332.4 ft	
6	S 88° 11' E	241.2 ft	
7	S 42° 11' E	132.0 ft	
8	S 69° 17' E	290.4 ft	
9	S 45° 17' E	237.6 ft	
10	S 7° 43' W	267.3 ft	
11	S 9° 38' W	117.8 ft	
12	S 76° 13' E	218.7 ft	
13	S 25° 13' E	214.5 ft	
14	S 6° 17' E	229.9 ft	
15	S 27° 13' W	415.8 ft	
16	S 33° 17' E	214.5 ft	
17	S 0° 13' E	171.6 ft	
18	S 21° 43' W	161.7 ft	
19	S 9° 13' E	161.7 ft	
20	S 81° 13' E	232.1 ft	
21	S 78° 13' E	737.3 ft	
22	S 71° 43' E	132.0 ft	
23	S 2° 17' E	330.0 ft	
24	S 7° 13' W	166.1 ft	
25	S 62° 13' E	412.5 ft	
26	S 21° 47' E	282.5 ft	
27	S 5° 17' E	218.6 ft	
28	S 82° 13' E	132.0 ft	

SAMPLE	STATION	LAKE LATERAL
A		
B		
C		
D		
E		
F		
G		
H		
I		
J		
K		
L		
M		
N		
O		
P		
Q		
R		
S		
T		

Courses Referred To True Meridian.

STATEMENT

Know All Men By These Presents: That the undersigned, The United States of America, whose postoffice address is Rocky Mountain National Park, Estes Park, Colorado has caused to be located the Grand Lake Lodge and Ranger Station Water System, as hereinafter mentioned, has made three copies (duplicate) hereof, and that the same is completed with the laws of the State of Colorado. The one corresponding map shown on the headers of said pipe lines, and hereto a part of this filing.

— Grand Lake Lodge Pipeline —

Point: The headgate is located at a point on the south bank of unnamed creek from which it derives its supply of water, whence the North West Corner of Section 36, T. 3 North, R. 76 West, of the sixth principal meridian bears N 81° 13' W, 1734.18, and designated as point 0.

Diversion: The said penstock is of wood and is served by 180 feet of 6 inch from the point of diversion.

The ditch has a section variously from the headgate and the meadow is tributary to Timberline Creek near the end of the ditch and beginning of penstock, as aforesaid, is a separate statement of which for the Grand Lake Power Pipe Line.

The diameter of said penstock is 20" inches.

The grade of said penstock is 1.0 feet per 100 feet.

The elevation of point 0 is 11,758.0

Pump: The carrying capacity of said penstock is 20.00 cubic feet per second of time, but use and waste is made for only 0.889 cubic feet.

Duration: The estimated cost is $ 20,000.

Water: Was commenced by construction on point of in June 1936, enlarged and extended to "point 1" in June 1936.

The 6 inch and upper 1800 ft. of penstock constitute the upper section of the Grand Lake Lodge and Ranger Station Water system.

— Domestic Supply Pipe Line —

Point: The headgate is located at a point on the south bank of Timberline Creek from which it derives its supply of water, whence the North West Corner of Section 36, T. 3 North, R. 76 West, of the Sixth Principal Meridian bears N 70° 13' W, 1889.31' and designated as point 0.

An effective connection is made to the penstock permitting all or part of the water to flow through the Grand Lake Lodge Pipeline from its point of diversion, said connection being at a point 60.0 ft above the lower terminus of the penstock.

Diversion: The said pipe line is of galvanized iron.

The diameter of said line is 2 inches

The length of said pipe line from diversion at point 0 is 1,695 feet per 1000 feet and with allowances from the junction of point 0 to the point of said pipe line from diversion at point 0 is 1,695 feet per 1000 feet and with allowances from the junction of point 0 to the point of junction with said penstock.

If it is 663 feet per 1000 feet.

The length of said pipe line to Grand Lake Lodge reservoir is 1213 feet from diversion point 0 to junction with said penstock.

Pump: The carrying capacity of said pipe line is 0.892 cubic feet per second of time, by which it is hereby made to operate, recreational and fire protection purposes, but the capacity is reserved to 0.889 cubic feet per second of time when operation through it is.

Duration: The estimated cost is $12,000.

Water: Was was commenced by construction on point of in June 1936, enlarged and extended by connection with, and construction of said penstock in 1936.

— Ranger Station Lateral —

Point: A lateral extends from a junction with the Domestic Supply Pipe Line at a point 2343 feet below diversion point 0 to the Grand Lake Ranger Station and Entrance area of said Park.

Diversion: The lateral is of galvanized iron.

The diameter of said lateral is 1 inch.

The maximum effective grade of is 109 feet per 1000 feet.

The length of said lateral is 93 feet

Pump: The carrying capacity of said lateral is still value feet per second of flow, for which there is included above.

Duration: The estimated cost is $ 1,000.

Water: Was was commenced by construction on 1936 but supervised a shut and pump cold with a capacity of 7 gallons per minute as shown at diversion point of which had been built in 1921.

United States Of America

By _____
Asst Director National Park Service

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Evan C. Dunn being duly sworn on his oath, deposes and says that he is the Engineer of the Grand Lake Lodge and Ranger Station Water Systems, that the survey of the same and the map thereof was made under his supervision and instructions, and that said survey is accurately represented upon this map; that he has read the aforesaid thereon, and that the same are true of his own knowledge.

_____
Assistant Engineer, National Park Service

Subscribed and sworn to before me this 17th day of Sept. A.D. 1946

My commission expires _____

_____
Notary Public

Accepted for Filing in the office of the State Engineer of Colorado on the 21st day of January, 1946

_____
State Engineer

By _____
Deputy

17579

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
BRANCH OF LAND ACQUISITION AND REGULATION
LANDS DIVISION

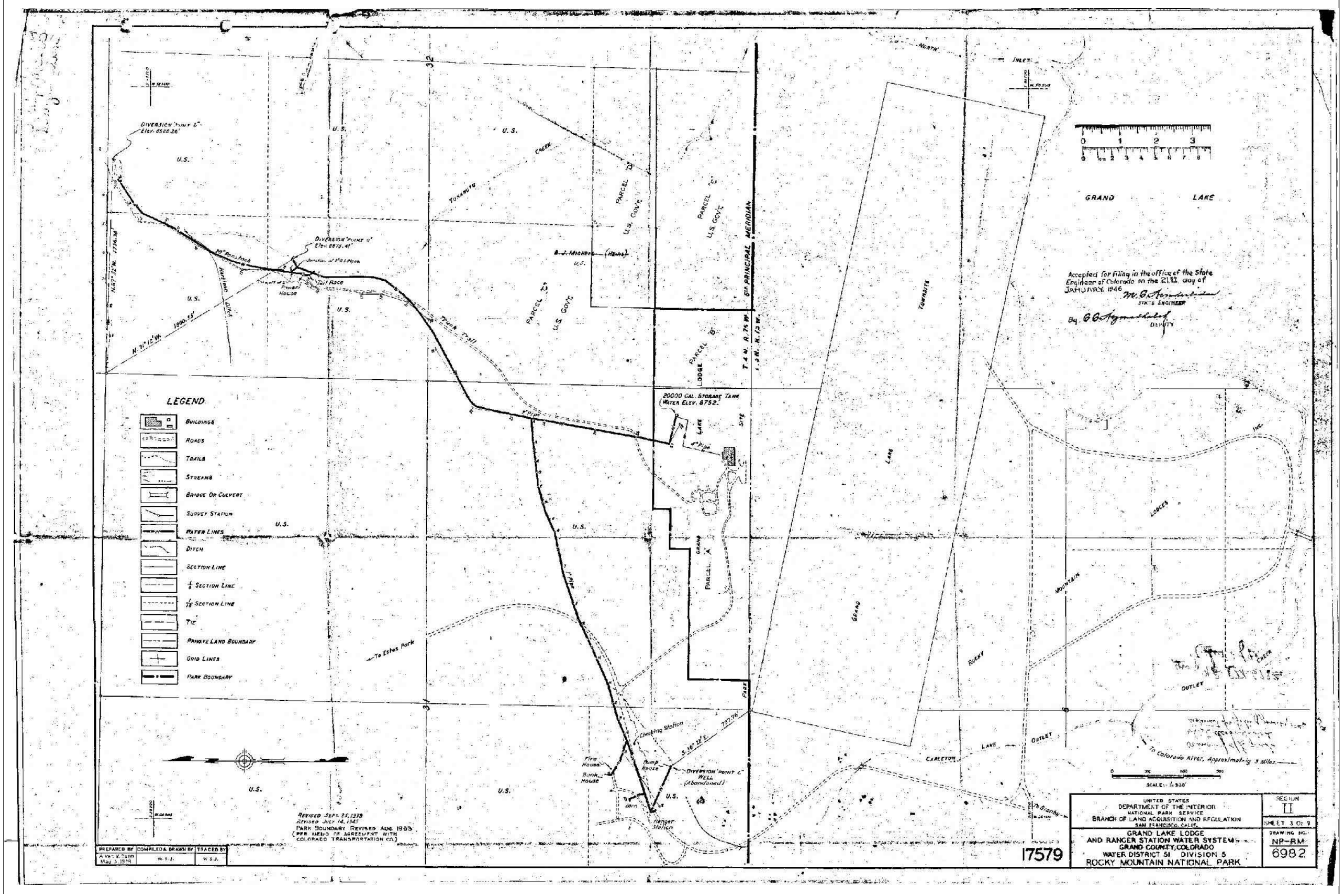
REGION 11
SHEET 4 OF 9

GRAND LAKE LODGE
AND RANGER STATION WATER SYSTEM
GRAND COUNTY, COLORADO
WATER DISTRICT 36 DIVISION 5
ROCKY MOUNTAIN NATIONAL PARK

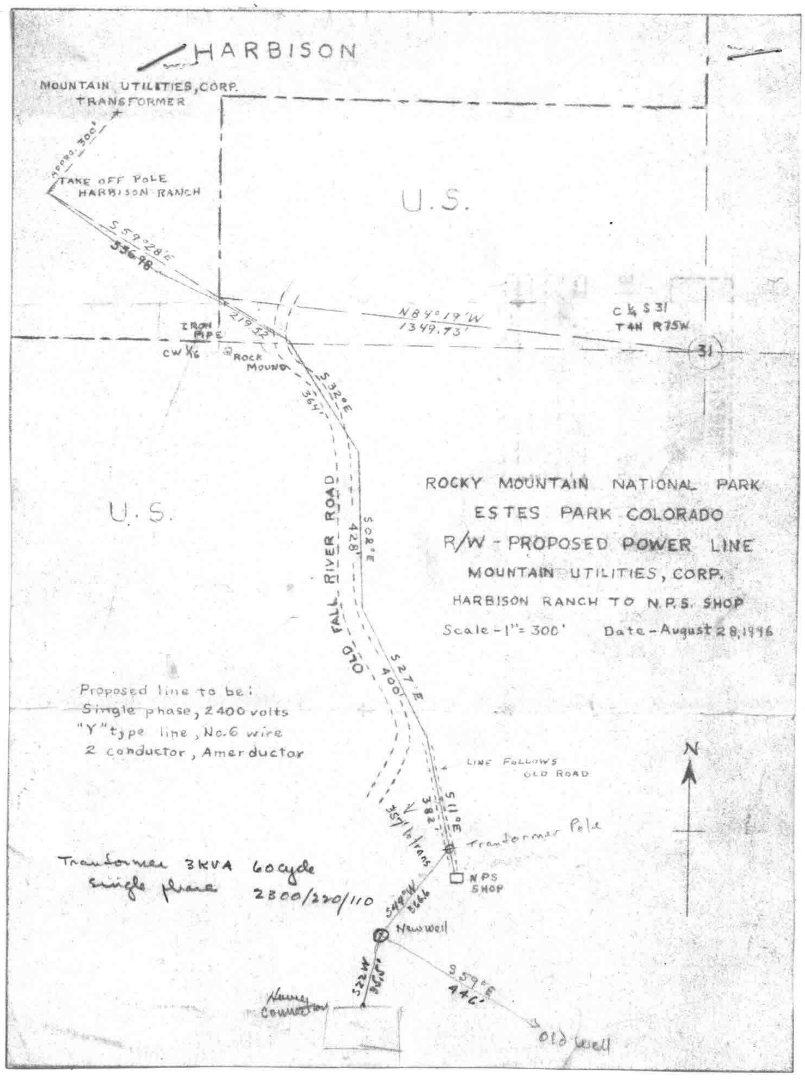
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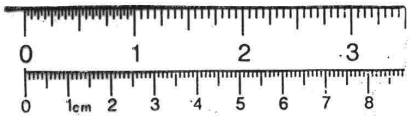
DRAWN BY COMPILED & DRAWN BY TRACED BY

01-21-1946: map of the grand lake lodge and ranger station water system, page 2cont



08-28-1996: map of proposed power line

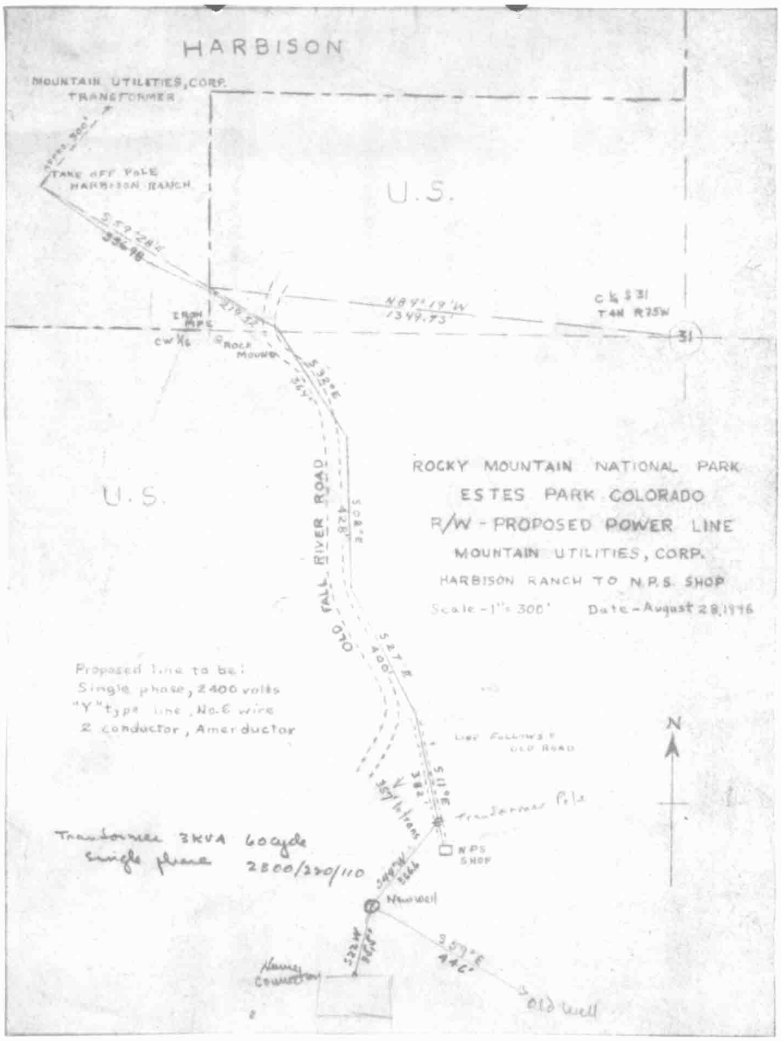


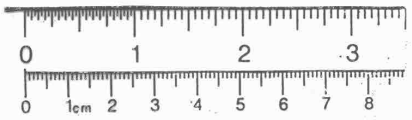


06-21-1947: stamp of receival



08-28-1996: map of proposed power line





Docket Information

Number of Documents in Docket 116

Documents Dated from 5/29/1932 to 8/28/1996

Docket Compiled: 6/14/2011