



WATER-RIGHT DOCKET

Shenandoah National Park

Docket No: 4

NORTH ENTRANCE WATER SYSTEM

Preliminary Docket Information

00-00-0000: north entrance water system index

SHENANDOAH NATIONAL PARK

Docket #4

North Entrance Water System

I N D E X

PART I - INVESTIGATION

1. Correspondence between Town of Front Royal and SNP covering confirmation of proposed water system in SNP at Front Royal, Va. (Dec. 7, 1964).
2. Change Order No. 1 (June 8, 1965).
3. Memorandum, Town of Front Royal Utility Rates for North Entrance Development (June 17, 1965).
4. Alien Water Use:
 - a. Special Use Permit to Warren County School Board, expires 8/14/70.
 - b. Special Use Permit to Town of Front Royal, expires 12/31/68.
5. Drawing NP-SHE 2754, "Layout of Water System," by SNP (1967).
6. Fixed Property Record.

PART II - WATER RIGHTS

(Nov. 1958)

FIXED PROPERTY RECORD

DESCRIPTION OF PROPERTY (Include reference to the location within the Park, how the asset was acquired, name of contractor, et

Location: North Entrance - Two Residences and Entrance Station

Constructed 1965 Contract 14-10-0137-0173

2	DATE	REFERENCE		QUANTITY			COST		
		Journal Vn.	Other	Unit	No. of Units	Accumulated Total	Direct Costs	Indirect Costs	Accumulated Costs
1	12/9/65	48		System	1		10,901.44	1,680.24	12,581.68
2									
3									
4									
5									
G.L. Asset No. 100.3		General Classification Utility			Sub-Classification Water System		Region SE:RC	State VA	Park or Office SAP

Form 10-550
(Nov. 1958)

U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FIXED PROPERTY RECORD

DESCRIPTION OF PROPERTY (Include reference to the location within the Park, how the asset was acquired, name of contractor.)

Location: Front Royal Entrance Station - North District

One Spring
Collection Trenches
Collection Boxes
2000 Gallon Concrete Reservoir
2600 linear Feet of Pipe

Gravity System

Constructed by CCC, WPA in 1939

LINE	DATE	REFERENCE		QUANTITY			COST		
		Journal Voucher	Other	Unit	No. of Units	Accumulated Total	Direct Costs	Indirect Costs	Accumulated Cost
1	8/27/59	37-10		System	1				5,100.00
2									
3									
4									
5									
G.L. Acct. No.		General Classification			Sub-Classification		Region	State	Park or Office
100.6		Utility			Water System		One	Va.	SNP

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : SUPERINTENDENT

DATE: Oct. 24, 1957

FROM : PARK ENGINEER

SUBJECT: Browntown Road Water Line--Town of Front Royal

As requested, I have checked into the matter of right-of-way for the water line serving the Belmont area near the Town of Front Royal. About 1600' of the line is on Park land. The first 500' is from a point near the Criser Road to the Skyline Drive at the intersection with the Browntown Road. This portion of the line is well on the Park. The remaining 1100' is along the east edge of the Browntown Road but off of the road right-of-way. Without making actual field surveys, I would estimate that the line varies from 5' to 15' off of the R.O.W. on the Park.

I have been unable to find any easements in the deeds covering the line. The present water line was constructed in 1940 after the Park was established, and the deed from Belmont, Inc. to the Town of Front Royal conveying the line in 1949 refers only to a permit from the Park granting such construction on Park lands

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO :

DATE:

FROM :

SUBJECT:

as described above. Therefore it appears to me that a Special Use Permit is required.

As a matter of possible further interest, I believe that there is an 8" line along the Criser Road on Park land. The 14" line is within the right-of-way of the Criser Road, but the original 8" line seems to be several feet on the Park. I do not know whether or not the 8" line is covered by any permit.

WZ

D 5039

May 8, 1957

Mr. H. D. Hamner, Manager
Town of Front Royal
Front Royal, Virginia

Dear Mr. Hamner:

Recently, Park Engineer Zenfell and I had a discussion with you and other Town officials concerning the possibility of the Town of Front Royal's supplying the Park with water at proposed developments near the Criser Road.

We have reviewed the contract which was sent to us by Town Attorney Duncan C. Gibb. With the exception of paragraph 3, we believe that the contract is satisfactory. However, as our Service policy would require the occupants of the proposed houses to pay the Town directly for water consumed, separate meters for these customers will be necessary and they should be billed by the Town accordingly. Of course, the Park will pay for all other water used in the development which is not metered at the houses.

In view of this situation, we suggest that a statement such as the following be substituted for paragraph 3.

"The party of the second part covenants and agrees to pay the party of the first part for all water used through said meter, except as noted below, at the regular out-of-town water rates as established by the Council of the Town of Front Royal and in effect from time to time. The exception to which reference is made above is that separate meters will be installed at the individual residences in this development and the Town of Front Royal will bill the respective occupants directly for water consumed, and such consumption will be deducted from the total amount of water passing through the master meter described in paragraph 1 above."

As provided in paragraph 6, we will issue the Town of Front Royal a Special Use Permit for the rights-of-way involved for the water line along the Criser Road. Upon expiration of the current Special Use Permit, it will be revised to eliminate the charge now being paid.

WJ
BC
ME

Mr. H. D. Hamner

Page 2

May 8, 1957

If paragraph 3 of the contract is revised to cover the situation concerning the separate metering and billing as described above, we shall be pleased to sign it upon receipt. The original of the contract is enclosed for your use and we are retaining a copy until we hear further from you.

Sincerely yours,

Guy D. Edwards
Superintendent

Enclosure

Copy to Park Engineer

wms/jbc

Administrative Agreements

Form 10-114
(Rev. Oct. 1960)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists

of 2 pages

SPECIAL USE PERMIT

PERMIT NO.	EXPIRES
SHEN 1-63	12/31/68
PREVIOUS PERMIT NO.	
SHEN 1-58	

Shenandoah National Park

Town of Front Royal, of Front Royal, Virginia is hereby authorized during the period from January 1, 1963, to December 31, 1963, to use the following-described land in the above-named area:
Right-of-way to operate a 4" transite composition water main over the following described land: Along the Browntown-Front Royal Road, extending southwesterly from Criser Park, approximately 1700 feet across land located within Shenandoah National Park, being the same water main covered by Special Use Permit No. I-37np-55 approved March 24, 1949 (see attached sketch)

for the purpose of maintaining a water supply from the Front Royal town water distribution system.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Fee waived Dollars (\$ _____), in advance (Monthly, semiannually, etc.), or as follows:
(Waiver of fees based on mutual benefit in that service provides building fire protection to Government property, i.e., Front Royal Ranger Station (see par. 17))

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

Issued at Luray, Virginia, this 8 day of May, 1963

R. Taylor Hoskins
R. Taylor Hoskins Superintendent

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

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME	<i>William J. Brown</i>	NAME	<i>W. J. Brown</i>
ADDRESS	<i>324 Virginia Ave., Front Royal, Va.</i>	ADDRESS	<i>P.O. Box 111, Front Royal, Va.</i>
NAME	<i>William J. Brown</i>	NAME	
ADDRESS	<i>526 Villa Ave., Front Royal, Va.</i>	ADDRESS	

NAME	TITLE	DATE

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

Distribution: Fee Permit: Field Finance Office. No Fee Permit: To Superintendent's File.

PAGE 1

CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

6. **Construction.**—No building or other structure shall be erected on this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the permittee shall keep the same in a safe, sound, and sightly condition.

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

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

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

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

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

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

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

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

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

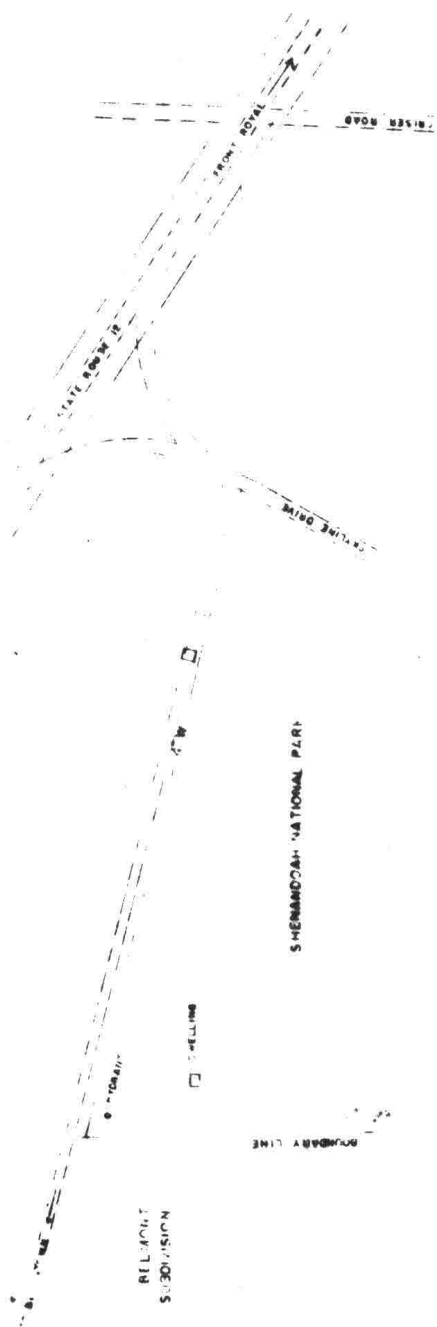
SPECIAL USE PERMIT CONTINUATION SHEET

Shenandoah National Park

SHEN 1-63

Page 3

16. Condition Number 4 has been revised as shown on attached continuation sheets.
17. The Permittee shall maintain the present 3/4" connection serving the Park Ranger's Quarters and shall maintain the 4" fire hydrant now located near the ranger residence.
18. The Permittee shall enjoy the use of this pipe line as a flowage channel for its water requirements, subject to the prior needs of the Government.
19. The Government assumes no responsibility for the payment to the Town of Front Royal for water service supplied by this pipe line for other than National Park Service needs.
20. All changes or disturbances of the existing conditions of the area including the landscape, roads, walks, or structures during construction or maintenance are to be repaired or replaced by the Permittee as nearly as possible in the original condition in a manner acceptable to the Superintendent.
21. All work installation, maintenance, or removal of lines or crossings is to be performed with the knowledge of, and under the supervision of, the Superintendent. If the water line is abandoned, the Permittee is to remove all visible evidence and leave the area in as nearly the original condition as possible in a manner acceptable to the Superintendent.
22. This permit shall be automatically renewable annually for further periods of one year each, but not exceeding in all a total term of five years, terminating December 31, 1968.



Form 10-114
(Rev. Oct. 1964)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists

of _____ pages

SPECIAL USE PERMIT

Shenandoah National Park

(Area)

PERMIT NO	EXPIRES
14-10-127-0187	10/11/66
PREVIOUS PERMIT NO	
14-10-127-106	

County School Board of Warren, of Front Royal, Virginia is hereby authorized during the period from October 15, 1965, to October 14, 1966, to use the following-described land in the above-named area:

Approximately one acre of land near the north boundary of the Park adjacent to Criser Road, and east of the Skyline Drive near the north entrance, as shown on the sketch attached hereto, which is considered a part of this renewal permit.

for the purpose of (1) providing a playground for the elementary school of Warren County, (2) together with right-of-way for water and sewer connections to the Town of Front Royal systems, and (3) to provide a private road to school property as indicated on the sketch.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of One Dollars (\$1.00) in advance (Monthly, semiannually, etc.), or as follows: per year upon the execution of this permit, and \$1.00 on October 15 of each year thereafter during the lifetime of this permit.

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

Issued at Luray, Virginia, this 1th day of October, 1965
(City)

R. Taylor Hoskins
R. Taylor Hoskins, Superintendent.

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

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME	<u>Ann D. Hensell</u>	NAME	<u>R. A. Norton, Supt.</u>
ADDRESS	<u>Front Royal, Va</u>	ADDRESS	<u>Front Royal, Va</u>
NAME		NAME	
ADDRESS		ADDRESS	

APPROVED (If required by higher authority)		
NAME	TITLE	DATE

For information, the officer authorized to execute

CONDITIONS OF THIS PERMIT

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

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

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

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

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

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10357 September 8, 1954.)

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

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

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

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

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

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

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

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

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

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

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

PAGE 2

RM 10-1124
(Dec 196)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
Shenandoah National Park	10-10-0117-0187	3

16. Any grading on the one acre parcel necessary to improve the playground space shall be accomplished under the supervision of the National Park Service.

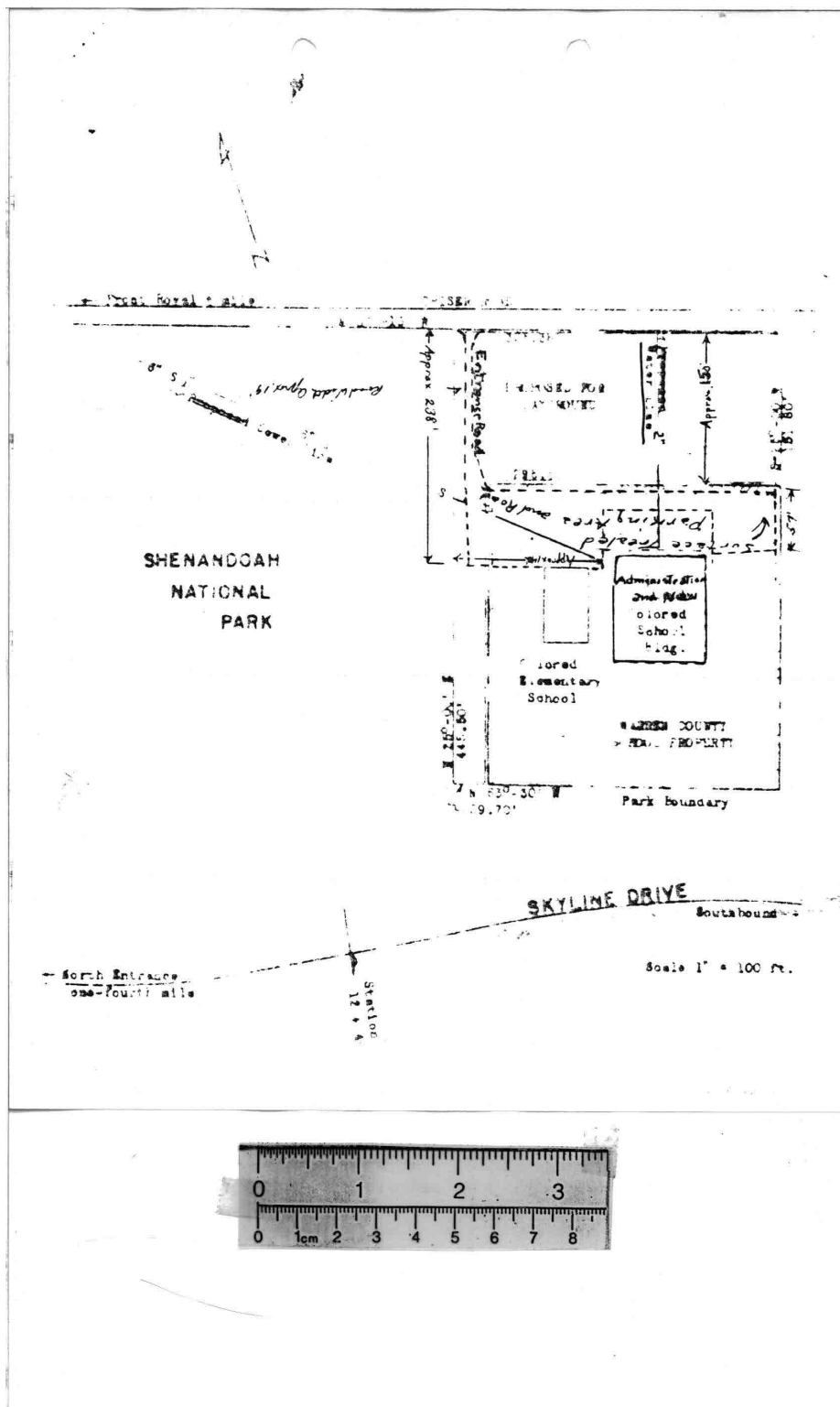
17. No changes in location of existing sewer line, waterline or entrance road facilities will be made without prior approval of the Superintendent. Stumps of the one acre parcel shall be cut or pruned under the supervision of the National Park Service.

18. This permit shall be automatically renewable annually for further periods of one year each upon payment of the annual fee, but not exceeding in all a total term of five years, terminating October 12, 1970.

19. No structures will be erected which will extend within or beyond a line 50 feet from the south boundary of the School Board property. The Government of the United States will be permitted access to this strip at all times for the purpose of establishing and maintaining a screen planting of native trees and shrubs.

20. Permittee agrees to hold the United States and/or its employees free and harmless from any and all claims for injuries or damage to persons or property arising either directly or indirectly from its use or the premises and/or exercise of the privileges granted under this permit.

21. In lieu of Condition No. 4 of this permit the provisions shown on the attached verifaxed pages will apply, identified as "Continuation of Conditions of this Permit."



Form 10-111
Revised 1959
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

THIS PERMIT CONSISTS

of 3 pages

SPECIAL USE PERMIT

PERMIT NO.	EXPIRES
SHEN 1-63	12/31/68
PREVIOUS PERMIT NO.	
SHEN 1-58	

Shenandoah National Park

Town of Front Royal, of Front Royal, Virginia is hereby authorized during the period from January 1, 1963, to December 31, 1963.

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

Right-of-way to operate a 4" transite composition water main over the following described land: Along the Browntown-Front Royal Road, extending southwesterly from Criser Park, approximately 1700 feet across land located within Shenandoah National Park, being the same water main covered by Special Use Permit No. 1-37np-55 approved March 24, 1949 (see attached sketch)

for the purpose of maintaining a water supply from the Front Royal town water distribution system.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Fee waived Dollars (\$),

in advance (Monthly, semiannually, etc.), or as follows:

(Waiver of fees based on mutual benefit in that service provides building fire protection to Government property, i.e., Front Royal Ranger Station (see par. 17))

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

Issued at Luray, Virginia, this 8 day of May, 1963

R. Taylor Hoskins
R. Taylor Hoskins Superintendent

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

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME	ADDRESS	NAME	ADDRESS
<u>William J. Wilson, Jr.</u>	<u>324 Virginia Ave., Front Royal, Va.</u>	<u>[Signature]</u>	<u>12 Box 111 Front Royal, Va.</u>
NAME	ADDRESS	NAME	ADDRESS
<u>William J. Wilson, Jr.</u>	<u>535 Miller Ave., Front Royal, Va.</u>		
APPROVED (If required by higher authority)		TOWN MANAGER	
NAME	TITLE	DATE	

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

Distribution: Fee Permit: Field Finance Office. No Fee Permit: To Superintendent's File.

PAGE 1

CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

6. **Construction.**—No building or other structure shall be erected on this permit except upon prior approval of plans and specifications by the Director, National Park Service. All appurtenances thereto shall be kept safe.

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

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

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

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

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

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

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

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

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

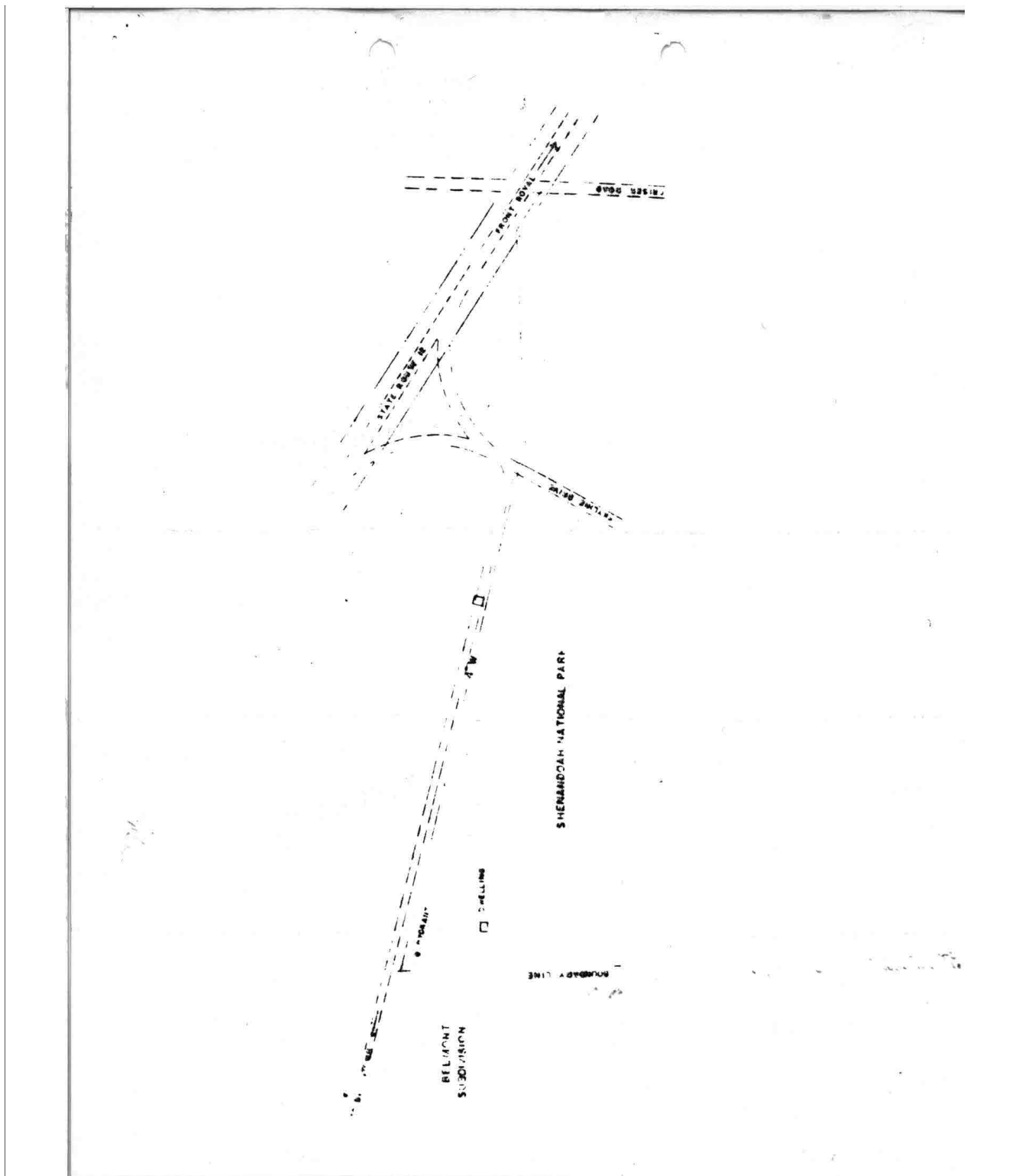
SPECIAL USE PERMIT CONTINUATION SHEET

Shenandoah National Park

SHEN 1-63

Page 3

16. Condition Number 4 has been revised as shown on attached continuation sheets.
17. The Permittee shall maintain the present 2 1/2" connection serving the Park Ranger's Quarters and shall maintain the 2" fire hydrant located near the Ranger's Quarters.
18. The Permittee shall enjoy the use of this pipe line as a flowage channel for its water requirements, subject to the prior needs of the Government.
19. The Government assumes no responsibility for the payment to the Town of Front Royal for water service supplied by this pipe line for other than National Park Service needs.
20. All changes or disturbances of the existing conditions of the area including the landscape, roads, walks, or structures during construction or maintenance are to be repaired or replaced by the Permittee as nearly as possible in the original condition in a manner acceptable to the Superintendent.
21. All work installation, maintenance, or removal of lines or crossings is to be performed with the knowledge of, and under the supervision of, the Superintendent. If the water line is abandoned, the Permittee is to remove all visible evidence and leave the area in as nearly the original condition as possible in a manner acceptable to the Superintendent.
22. This permit shall be automatically renewable annually for further periods of one year each, but not exceeding in all a total term of five years, terminating December 31, 1968.



THIS CONTRACT made and entered into this March 25, 1957, by and between the Town of Front Royal, a Municipal Corporation, party of the first part and Shenandoah National Park, party of the second part,

WITNESSETH: That for and in consideration of the covenants hereinafter mentioned, it is mutually covenanted and agreed as follows:

1. The party of the first part covenants and agrees to install as soon as practicable a meter on its water line along Criser Road between Route 522 and South Royal Avenue, at a point to be agree upon by the parties hereto, and to permit the party of the second part to tap onto this meter and water line.

2. The party of the first part covenants and agrees to furnish the party of the second part, through said meter, with all of its re-quirements of water, provided, however, that the furnishing of water from time to time to the party of the second part shall be contingent upon the party of the first part first having a sufficient supply of water available for the requirements of its customers who are located within the Corporate Limits of the Town of Front Royal.

3. The party of the second part covenants and agrees to pay the party of the first part for all water used through said meter, except as noted below, at the regular out-of-town water rates as established by the Council of the Town of Front Royal and in effect from time to time. The exception to which reference is made above is that separate meters will be installed at the individual residences in this development and the Town of Front Royal will bill the respective occupants directly for water consumed, and each consumption will be deducted from the total amount of water passing through the master meter described in paragraph 1 above.

4. The party of the second part further covenants and agrees to pay for the installation of said meter and the tapping of said water line. The meter is to remain the property of the party of the first part.

-2-

5. The party of the second part covenants and agrees to install all necessary water lines leading from the aforesaid water meter to its properties in accordance with the specifications of the Town of Front Royal and the Town of Front Royal shall have the right to inspect said water line from time to time and the party of the second part will maintain the same in accordance with the direction and specifications of the party of the first part.

6. The party of the second part covenants and agrees to grant unto the party of the first part by separate instruments easements of rights of way for its water line along Criser road and for its water line leading from the Corporate Limits of the Town of Front Royal at a point near the intersection of Criser road and South Royal Avenue, in a southerly direction to the Browntown-Bentonville road and along said road to the Southern boundary of the property of the party of the second part. There will be no charge by the party of the second part to the party of the first part for said easements or for the location of its water line across the properties of the party of the second part.

7. The execution of this contract was authorized by the Town Council of the Town of Front Royal, at a meeting held on March 25, 1957.

The party of the second part has authorized this contract to be executed on its behalf by Guy D. Edwards, its Superintendent.

IN TESTIMONY WHEREOF THE party of the first part has caused these presents to be executed in its corporate name by Harry I. Wilson, its Mayor, and its corporate seal hereunto affixed and attested by Charles E. Russell, its Clerk, and the party of the second part has caused these presents to be signed by Guy D. Edwards, its Superintendent.

-3-

TOWN OF FRONT ROYAL, A MUNICIPAL
CORPORATION

BY *Wm. J. Nelson*

Mayor

Attest:

John A. Ramm

Clerk

SHERMAN NATIONAL PARK

BY

Superintendent

Other Supporting Information

Form 10-174
(June 1962)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FACE SHEET FOR COMPLETION REPORT

Park Shenandoah National Park	Region Southeast	Work Order No. B-66 (SMP)
Location in Park North District	State(s) Virginia	Fund Symbol 14X1035
☒ Contract and/or ☒ Day Labor	County or Counties Warren	Year Programmed 1965
		PCP No. B-130-1
Work Order Title Employee Residences (2)		Master Plan No. PG-EODC-3016B (2 Sheets)
		Master Plan Corrected By
		As Built Drawings By
		Date Started November 1965
		Date Completed September 1966

DESCRIPTION OF FIXED ASSETS (For completion by employee in charge of project)	TOTAL COSTS (For completion by FFO)
100.6 - Buildings:	
(4a) Housing, Housekeeping: Construct two employee residences, 1617 sq. ft. each, including window coverings.....	\$ 35,390.55
100.8 - Utilities:	
(1) Water Systems: 60 lin. ft. 1" water line.....	120.00
(2) Sewer Systems: 70 lin. ft. 4" sewer line.....	280.00
100.3 - Roads and Parkways:	
(2d) Secondary surfaced roads: Construct 265 sq. yd. asphalt driveway.....	1,525.00
100.4 - Trails:	
(2) Surfaced trails: Construct 0.02 mile concrete walks, 5' wide.....	420.00
100.30 Equipment:	
Electric rangers and refrigerators.....	672.08
PS-5	6,145.22
TOTAL	\$ 44,552.85

DISTRIBUTION		THE FIXED ASSET DESCRIBED ABOVE HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AND AUTHORIZED CHANGES	
No.	To	Submitted By:	Title: Chief of Park Maintenance
1	WASO	By: <i>Jerry A. Rubenka</i>	Date: 1/19/67
1	D&C PSC	Approved By: <i>J. Taylor Hoskins</i>	Title: Superintendent
1	SERO	By: <i>J. Taylor Hoskins</i>	Date: 2/3/67
1	SERO FO		
1	Shenandoah		
COSTS VERIFIED		Title: Regional Accountant	
BY: <i>J. J. Baer</i>		Date: 2/7/67	

Form 10-174A
(June 1962)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

COMPOSITION OF COST FOR COMPLETION REPORT

Work Order Number

B-60 (SNP)

Fund Symbol

14X1035

Year Programmed

1964

Park

Shenandoah National Park

Region

SE

Location in Park

North Entrance

Work Order Title

Utilities, Residence Area and Entrance Station

COMPOSITION OF COST

COSTS CHARGED TO FUNDS ALLOTTED TO FIELD FINANCE OFFICE

(1) Personal Services.....	\$	
(2) Travel.....		
(3) Contract Work	~~16,126.36~~	
(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	\$ 16,126.36

OTHER COSTS:

(12) PS&S, AP, and/or Facilitating Services @ 16% %.....	\$ 2,580.22	
(13) Inventory and Other Non-Fund Costs		2,580.22
(14) GROSS WORK ORDER COSTS	XXXXXXXXXX	\$ 18,706.58
LESS:		
(15) Residual Value of Construction Equipment on Line 8	\$	
(16) Other Credits		
(17) NET COST OF FIXED ASSETS	XXXXXXXXXX	\$ 18,706.58

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

**CONTRACT NO. 14-10-0137-0573 - Roads and Utilities for Residences and
Entrance Station, North Entrance**

The principal work consisted of the following:

- 1. Clearing and grubbing.**
- 2. Providing and installing roads and driveways to two proposed residences together with drainage structures.**
- 3. a. Providing water facilities including piping, valves, fire hydrants and water meters for the residences and a freeze proof hydrant and water meter for a proposed new entrance registration station.**
b. The connection to the existing municipal water system, including a 6" gate valve and 4" water meter and box and all pipe and incidentals within the meter box were deleted by the only Change Order (No. 1) issued. Furnishing materials and work for this deleted item was done by the City of Front Royal (the City being reimbursed for this by the Shenandoah National Park, since the funds saved by deletion from the contract were granted to the park).
- 4. Providing a sewage system including manholes, piping, a septic tank and absorption field for the residences and a similar installation for the registration station.**

The Contractor encountered considerable rainy weather with attendant muddy conditions but by use of visqueen cover over vulnerable areas, very little time was lost. The work was performed in an efficient and satisfactory manner conforming to specifications and drawings. The contract was completed in the allotted time.

**William H. Thorn
EOPC Project Supervisor
for E. A. Northrop, Project Supervisor
for this contract.**

June 17, 1965

Memorandum

To: Superintendent

From: Chief of Park Maintenance

Subject: Town of Front Royal Utility Rates for North Entrance Development

I contacted Mr. Householder, Front Royal Town Manager, by telephone this morning, to obtain from him the utility rates for water and electricity serving the North Entrance Development.

He stated that a flat charge of \$2.50 per month would be made for the 4" water meter in addition to the following monthly rates for water:

\$1.75 - For the first 3,000 gallons of water used. This is also the minimum rate.

0.40 - Per thousand gallons for the next 7,000 gallons used.

0.35 - per thousand gallons for the next 15,000 gallons used.

Mr. Householder said they would read the water meters serving the residences and bill the occupants direct, and read the master meter and will bill the Park Service for the balance.

He quoted the following rates for power usage:

\$1.00 - For the first 20 KWH. This is also the minimum charge.

0.05 - Per KWH for the next 25 KWH

0.20 - Per KWH for the next 255 KWH.

Jerry A. Eubanks

cc:
Administrative Officer
Accounting Officer
Chief of Park Maintenance

JTaleshine

TOWN OF FRONT ROYAL

where the shenandoah national park begins

TELEPHONE MELBROOK 5-3111

FRONT ROYAL, VIRGINIA

December 7, 1964

Mr. Jerry Eubank
Mr. Joe Beers
Shenandoah National Park
Luray, Virginia

Gentlemen:

This letter is a confirmation concerning the proposed water system in Shenandoah National Park at Front Royal, Virginia.

The sum of \$1,333.42 for 6" tap includes the 4" water meter, valves, fittings, and for a distance of 10' from the existing main.

The sum of \$7,410.00 would include the 6" tap and water system serving residences and to the Entrance Station; stopping at the end of the 2" line, but including the 2" gate valve and box and the 5/8" meter and box. Also included would be the valves, hydrants, boxes, line markers, etc.

Sincerely yours,

TOWN OF FRONT ROYAL



E. Wallace Householder
Town Engineer

EWII:b1

RECEIVED	
SHENANDOAH NATL. PARK	
DEC 9 '64	
☒	Asst. Dir.
☒	Chief Engineer
☒	Finance
☒	Public Affairs
☒	Recreation
☒	Records & Comm.
☒	Security
☒	Training
☒	Wildlife

5039

May 8, 1957

Mr. H. D. Hamner, Manager
Town of Front Royal
Front Royal, Virginia

Dear Mr. Hamner:

Recently, Park Engineer Benfell and I had a discussion with you and other Town officials concerning the possibility of the Town of Front Royal's supplying the Park with water at proposed developments near the Criser Road.

We have reviewed the contract which was sent to us by Town Attorney Duncan C. Gibb. With the exception of paragraph 3, we believe that the contract is satisfactory. However, as our Service policy would require the occupants of the proposed houses to pay the Town directly for water consumed, separate meters for these customers will be necessary and they should be billed by the Town accordingly. Of course, the Park will pay for all other water used in the development which is not metered at the houses.

In view of this situation, we suggest that a statement such as the following be substituted for paragraph 3.

"The party of the second part covenants and agrees to pay the party of the first part for all water used through said meter, except as noted below, at the regular out-of-town water rates as established by the Council of the Town of Front Royal and in effect from time to time. The exception to which reference is made above is that separate meters will be installed at the individual residences in this development and the Town of Front Royal will bill the respective occupants directly for water consumed, and such consumption will be deducted from the total amount of water passing through the master meter described in paragraph 1 above."

As provided in paragraph 6, we will issue the Town of Front Royal a Special Use Permit for the rights-of-way involved for the water line along the Criser Road. Upon expiration of the current Special Use Permit, it will be revised to eliminate the charge now being paid.

WJ
BC
ME

Mr. H. D. Hamner

Page 2

May 8, 1957

If paragraph 3 of the contract is revised to cover the situation concerning the separate metering and billing as described above, we shall be pleased to sign it upon receipt. The original of the contract is enclosed for your use and we are retaining a copy until we hear further from you.

Sincerely yours,

Guy D. Edwards
Superintendent

Enclosure

Copy to Park Engineer

wva/jbc

SHENANDOAH NATIONAL PARK
FEDERAL BUREAU OF SURVEY
SHENANDOAH NATIONAL PARK
DUNES, VIRGINIA
June 9, 1965

CHANGE ORDER NO. 1

Mr. J. W. Smith
General Contractor
P. O. Box 938
Front Royal, Virginia 22630

Dear Mr. Smith:

In accordance with the provisions of Article 3 of the Specifications of your Contract No. 14-10-0137-0178, Roads and Utilities, Residence Area and Utilities, North Entrance Station, you are hereby directed to delete the following work from your contract:

All the work set forth in the Bid Schedule under Part B - Utilities, Water System, Item 3, which is described as Lump Sum, Connection to existing municipal water system (including 6" gate valve and valve box, 4" water meter and box, all pipe fittings and incidentals, for a distance of 10' from the existing main) complete at fourteen hundred seventy-six dollars and seventy-nine cents. Lump Sum: \$1,476.79, shall be deleted from the contract.

This action is taken in accordance with your letter to me, dated June 7, 1965, wherein you state that the Bid Item No. 3 was based on a quotation from the Town of Front Royal and since the town will do the work, you requested that this item be deleted from the contract and the town be paid directly for the work.

As a result of this deletion, your contract will be decreased by \$1,476.79 causing the total contract price to change from \$39,255.13 to \$37,778.34.

Any payment made on previous monthly estimates for partial work accomplished on this deleted item 3 shall be omitted from the final estimate of payment for work under your contract since payment will be made by Shenandoah National Park directly to the Town of Front Royal upon proper billing.

SHENANDOAH NATIONAL PARK
Report of Bacterial Examination of Sample of Water

Date	.01 cc.	.1 cc.	1. cc.	10 cc.	10 cc.	10 cc.	10 cc.	Taken By	Remarks
4-10-40	0	0	0	0	0	0	+	Talcott	
4-19-40	0	0	0	0	0	0	0	"	
5-9-40	0	0	0	0	0	0	0	"	
5-29-40	0	0	0	0	0	0	0	"	
6-19-40	0	0	0	0	0	0	0	Johnson	
8-11-40	0	0	0	0	0	0	0	"	
7-16-40	0	0	0	+	0	+	+	"	
9-10-40	0	0	+	0	0	+	+	"	
9-18-40	0	0	0	0	0	0	0	"	
10-15-40	0	0	0	0	0	0	0	"	
1-23-41	0	0	0	0	0	0	0	"	
5-15-41	0	0	+	0	0	0	0	"	
6-17-41	0	0	0	+	0	0	0	"	
8-12-41	0	0	0	0	0	0	0	Foley	
9-16-41	0	0	0	0	0	0	0	"	
10-12-41	0	0	0	0	0	0	0	"	
12-13-41	0	0	0	0	0	0	0	"	
2-28-42	0	0	0	0	0	0	0	"	
5-31-42	0	0	0	0	0	0	0	"	
4-23-42	0	0	0	0	0	0	0	"	
8-25-42	0	+	+	+	+	+	+	"	
8-9-42	0	0	0	+	0	0	0	"	
9-17-42	0	0	0	0	0	0	0	"	At Checking Station
	0	0	0	0	0	0	0	"	Reservoir

+ Indicates Presence of Bacterial Organisms of Coli-Aerogenes Group.

0 Indicates None Found in Portion Tested.

Sample From Front Royal Checking Station

TOWN OF FRONT ROYAL

where the shenandoah national park begins

TELEPHONE MELBOURNE 5.3111

FRONT ROYAL, VIRGINIA

RECEIVED
NATIONAL PARK

JUN 7 74

Agent [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

December 7, 1964

Mr. Jerry Eubank
Mr. Joe Beers
Shenandoah National Park
Luray, Virginia

Gentlemen:

This letter is a confirmation concerning the proposed water system in Shenandoah National Park at Front Royal, Virginia.

The sum of \$1,333.42 for 6" tap includes the 4" water meter, valves, fittings, and for a distance of 10' from the existing main.

The sum of \$7,410.00 would include the 6" tap and water system serving residences and to the Entrance Station; stopping at the end of the 2" line, but including the 2" gate valve and box and the 5/8" meter and box. Also included would be the valves, hydrants, boxes, line markers, etc.

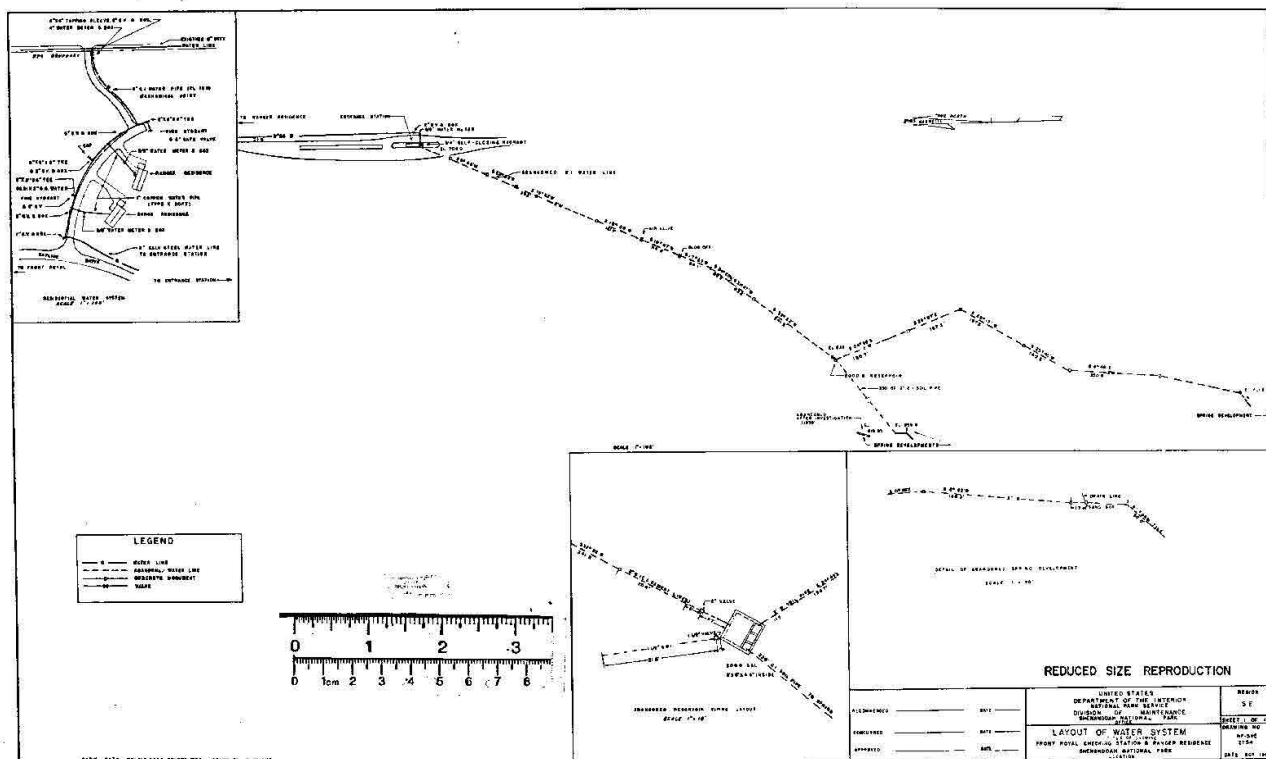
Sincerely yours,

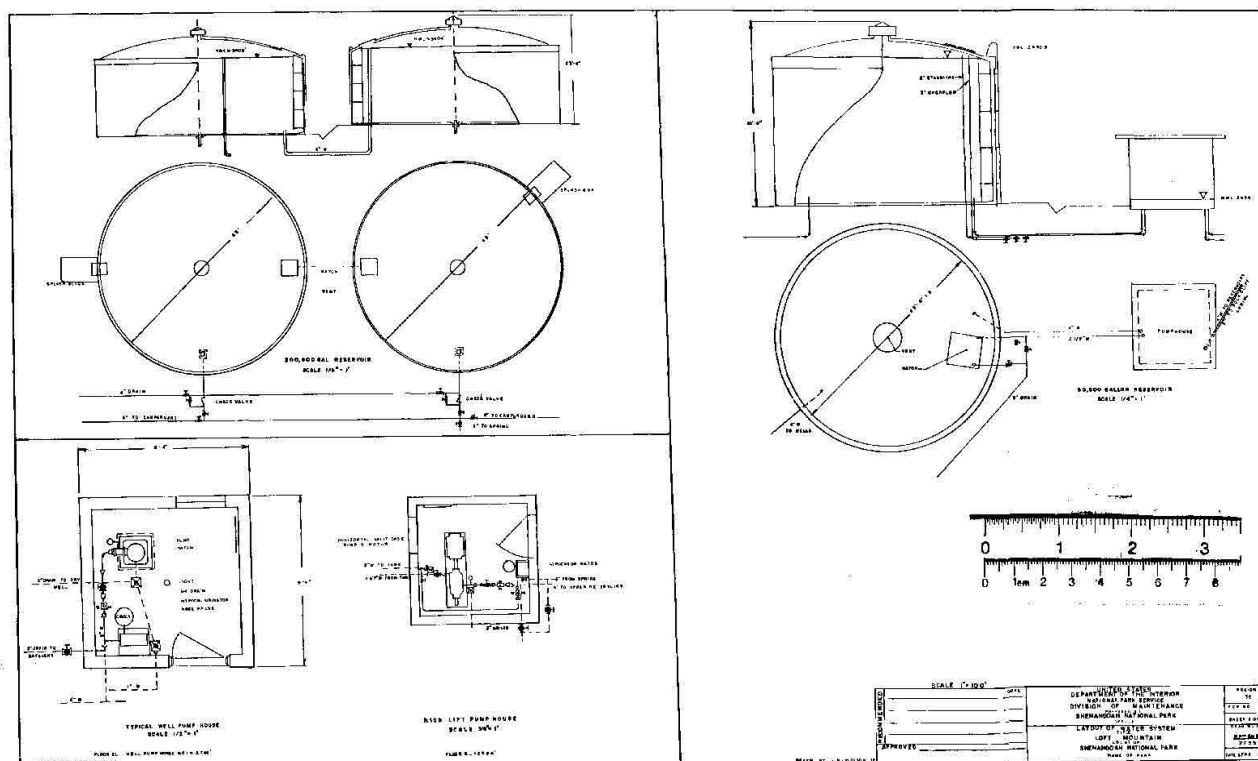
TOWN OF FRONT ROYAL

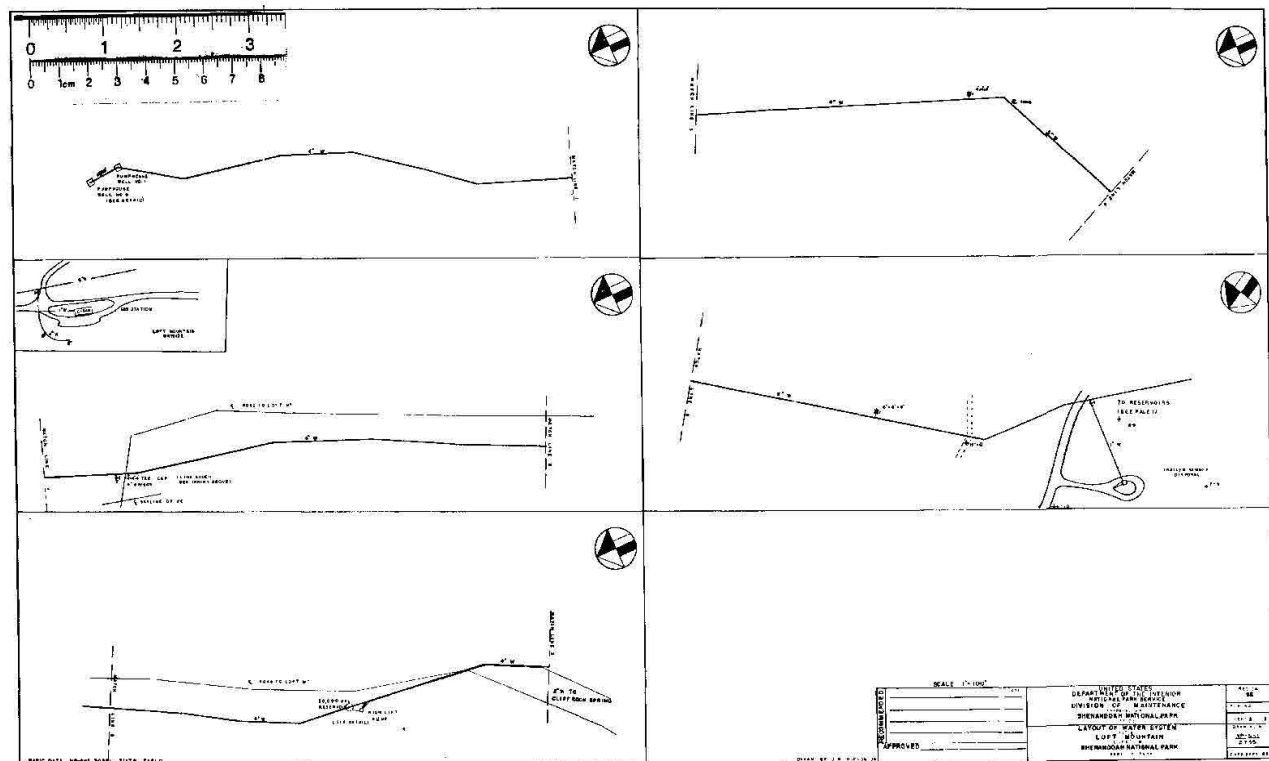
TOWN OF FRONT ROYAL
E. Wallace Lunsford

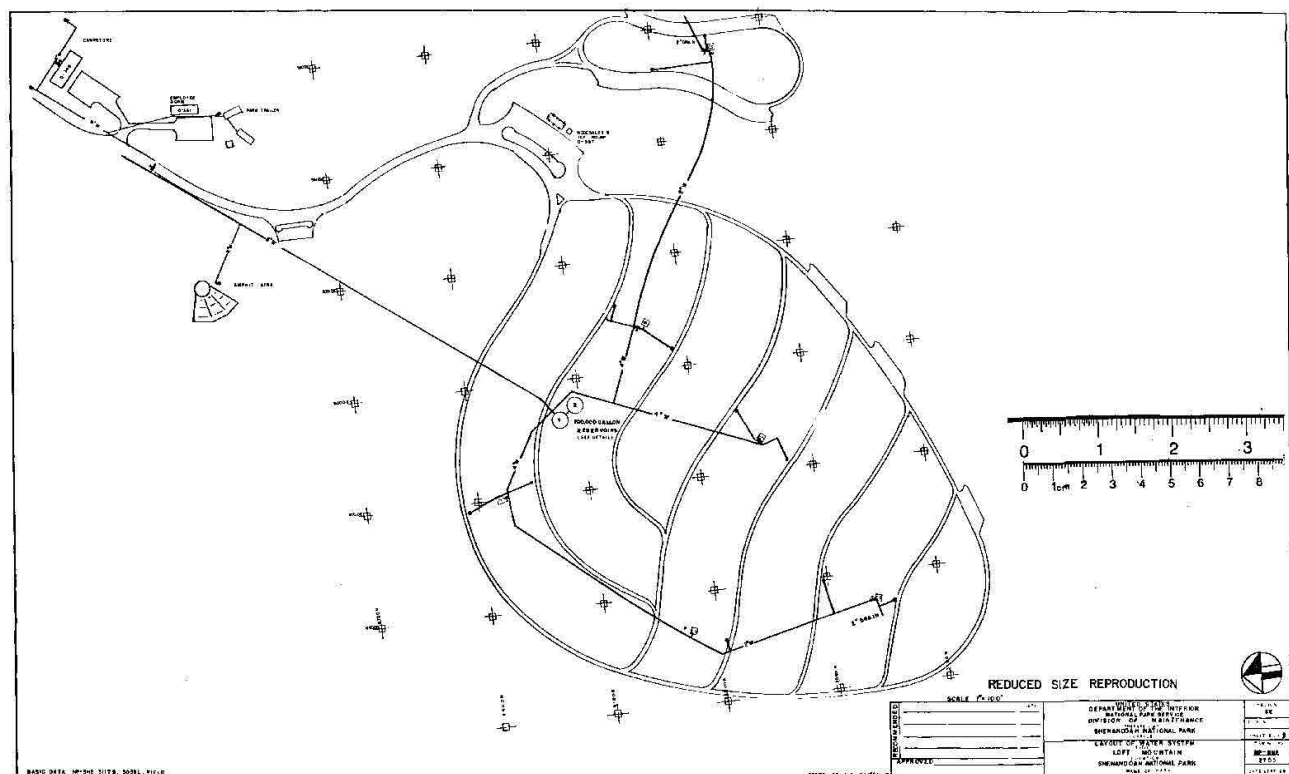
E. Wallace Householder
Town Engineer

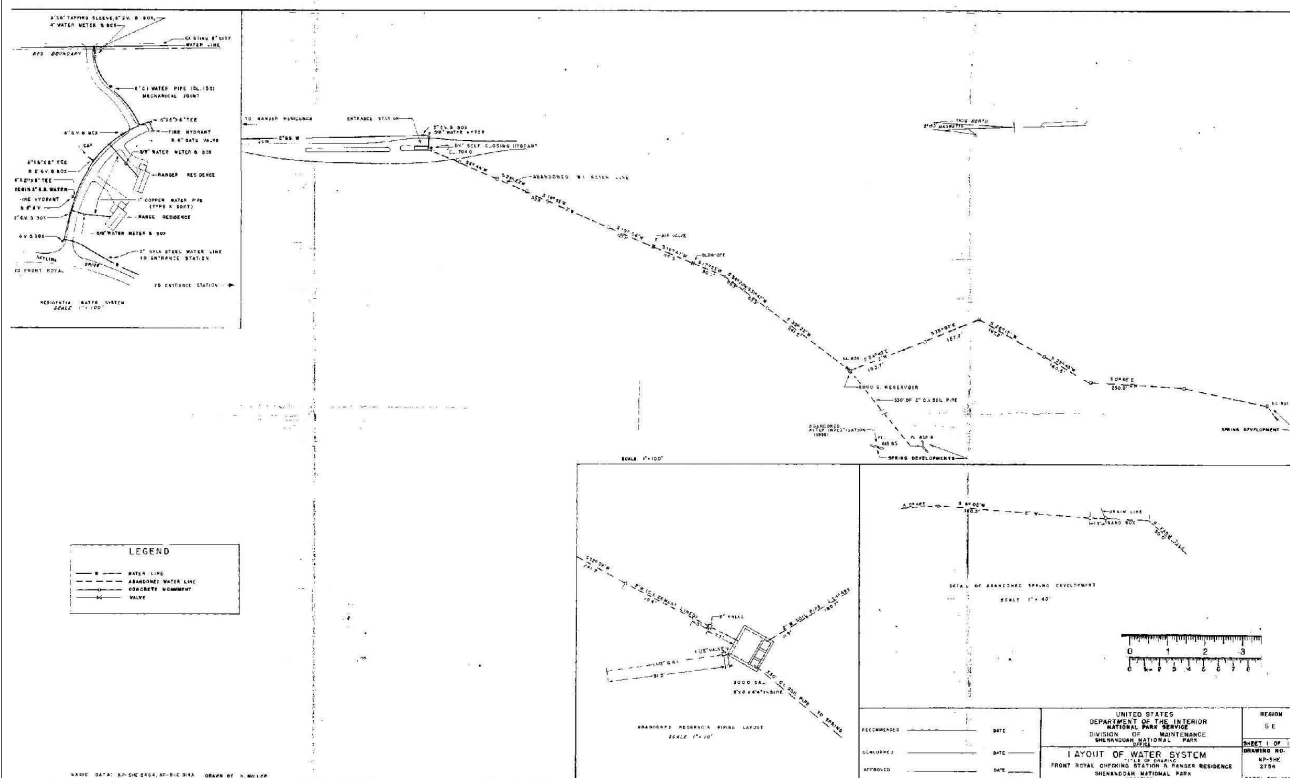
EX-11: b1











Docket Information

Number of Documents in Docket 37

Documents Dated from 3/25/1957 to 1/19/1967

Docket Compiled: 6/17/2011