



WATER-RIGHT DOCKET

Grand Teton National Park

Docket No: 168

WATER RIGHT #23751: GIBSON WELL NO. 1

Preliminary Docket Information

02-11-1977: Warranty Deed

WARRANTY DEED

THIS DEED, made this 11th day of Feb 1977, between
DONALD EUGENE GIBSON and JUANITA GIBSON, husband and wife,

Grantors, of the County of Teton
State of Wyoming
parties of the first part, and

THE UNITED STATES OF AMERICA and its assigns, grantee, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of
the sum of SIXTY FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS-----

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, transferred, bargained, sold, conveyed, set over and delivered, and by these presents do grant, bargain, sell, convey, set over, deliver and confirm with all legal warranties and with full substitution and subrogation in and to all the rights and actions of the Warranty which Grantors have or may have against all proceeding owners and Grantors, unto the UNITED STATES OF AMERICA, and its assigns forever, a fee simple title in and to all the following described lot or parcel of land, situate, lying and being in the County of Teton and State of Wyoming, and hereby releasing and waiving all rights of homestead under and by virtue of the laws of the state of Wyoming, to-wit:

That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 41 North, Range 116 West, Teton County, Wyoming, being part of that tract of land of record in the Office of the Clerk of Teton County in Book 9 of Deeds on Page 108 described as follows: Beginning at a point identical with the northeast corner of that tract of record in the said Office in Book 15 of Deeds on Page 42, N30°39'E, 862.10 feet from the southwest corner of said Section 2 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R116W S3 | S2

S10 | S11 1965"; thence S89°54'E, 208.0 feet to a point; thence South, 207.3 feet to a point on the north line of a road; thence N89°54'W, 207.6 feet along said north line to a point identical with the southeast corner of said tract; thence N00°07'W, 207.3 feet along the east line of said tract to the point of beginning.

Reserving unto the Grantors, their heirs and assigns, the use and occupancy of the said property until March 1, 2002, under the terms and conditions set forth in Exhibit A which is attached hereto and made a part hereof.
THIS PROPERTY IS BEING ACQUIRED BY THE NATIONAL PARK SERVICE FOR THE UNITED STATES OF AMERICA.

TOGETHER with all and singular the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances and all and every rights, roads, alleys, ways, waters, watercourse, liberties, privileges, hereditaments, appurtenances and advantages thereto belonging or in any way appertaining, including accretions opposite to and fronting upon said land, and in any means of ingress or egress appurtenant thereto, 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 parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TOGETHER with all the right, title and interest of the said Grantors in and to any streets, alleys, roads, strips, gores, waters, water courses, or railroad rights-of-way or strips of land abutting, adjacent to, adjoining or contiguous to or traversing the land described and conveyed herein and in any means of ingress or egress appurtenant thereto.

SUBJECT, however, to existing easements for public roads, private highways, public utilities, railroads and pipelines.

RECORDED	
COMPALED	
INDEXED	16
ABSTRACTED	✓

Continued

Recorded Feb. 18, 1977 at 2:40 o'clock P.M.
in Book 55 of Photo Page 156 to 160
No. 166926 \$9.00

V. Jolynn Coonce County Clerk

By [Signature] Deputy

GRAND TETON N.P. DEED #120

TO HAVE AND TO HOLD the said tract of land, buildings, sediments and premises above bargained and described and intended so to be with the appurtenances unto the UNITED STATES OF AMERICA and its assigns, that at the time of the enrolling 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 have 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 UNITED STATES OF AMERICA and its assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND, and that said Grantors will execute such other and further assurances thereof as may be requisite. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

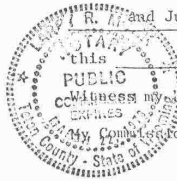
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Ronald Eugene Gibson
DONALD EUGENE GIBSON

Juanita Gibson
JUANITA GIBSON

STATE OF Wyoming)
COUNTY OF Teton) s.s.

The foregoing instrument was acknowledged before me by Donald Eugene Gibson
and Juanita Gibson



this 12 day of Feb, 19 77.
I witness my hand and official seal.

My Commission expires: March 22, 1977 Notary Public Title of Officer

EXHIBIT "A"

TERMS AND CONDITIONS OF
RESERVED ESTATES

a. The Vendor agrees that the premises reserved will not be used except as noncommercial residential purposes and to such extent only as may be needed and intended in carrying out the true intent and meaning of this agreement; and that the Vendor will faithfully keep, observe, enforce and obey, and use due care in requiring all invitees, employees and guests and all persons under the Vendor's control, to keep, observe, enforce and obey each and every provision hereinafter prescribed or any applicable Act of Congress, or any rule, order or regulation concerning the area, its use, care, management and all such Acts of Congress, rules and regulations governing the area, etc., are expressly made a part hereof, whether now in force or hereafter enacted or provided.

b. That said Vendor, at his expense, will keep the premises and buildings, and all things in and about the same, in a clean and sanitary condition, which shall include sewage and garbage disposal as may be directed by the United States and that all buildings, fences, driveways, roads, etc., will be kept in good repair, and that the United States shall at all times have the right and privilege of entering upon the premises for the purpose of inspecting the same.

c. That said Vendor will not cut any live, dead or down timber on said premises, injure or spoil any of the natural features on the premises or use the premises for purposes other than that of a residence; provided that the Vendor may use dead, fallen or ripe timber, on the premises, and as marked by the United States, for repair or maintenance of buildings and other structures and improvements, and dead or fallen timber for fuel and other purposes essential to the use and enjoyment of the premises, and slashing incidental to such use of dead or fallen timber shall be cleared and disposed of to the satisfaction of the United States to eliminate fire hazards.

d. That said Vendor will take all reasonable precaution to prevent fires.

e. The said land shall not be used for mining or industrial activity except as may be authorized in writing on such terms and conditions deemed appropriate by the Secretary of the Interior or his duly authorized representative.

f. There shall be no change in the character of the topography of said lands other than that caused by the forces of nature, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representatives.

g. That no new building or any structure may be constructed, erected or moved onto said lands or any addition or alterations or improvement of any kind shall be erected or made on the premises hereby reserved without the prior approval of the Secretary of the Interior or his duly authorized representative, in writing, and all improvements made by the Vendor upon the reserved premises shall, when made, at once be deemed to be attached to the freehold and become the property of the United States on the termination of the said rights without compensation therefor. No trailer or mobile home shall be placed, used or maintained on said lands as a substitute for a residential building or other structure, and no sign, billboard or advertisement shall be displayed or placed upon said lands. There is specifically retained by the Vendor the right to perform ordinary maintenance on all existing structures and buildings, together with the right to replace, rebuild or substitute any building or structure now existing with similar buildings or structures in substantially the same location, if all or any of such existing buildings are destroyed or damaged by fire, storm or other casualty.

h. That the Vendor will procure and maintain, if the same can be obtained by an insurance company at a reasonable cost, a standard fire and extended coverage insurance policy, at Vendor's cost, insuring the buildings and improvements now located on said premises or hereafter constructed thereon to the full insurable value, (or in an amount deemed by the United States to be sufficient to protect its interests), but if the same cannot be obtained at a reasonable rate from the insurance company, then the Vendor shall not have to procure the same. The policy shall have annexed to it a loss payable endorsement naming the United States as loss payee and the proceeds of the insurance are to be made payable to the United States. The original policy shall be delivered to the Secretary of the Interior or his duly authorized representative. In the event of a loss, so covered by said insurance, the Vendor may apply such insurance proceeds to replace or repair the loss or damages to buildings or improvements. The Vendor shall have the right if the insurance money is not sufficient for this purpose, to complete the replacement of such destroyed property at his own additional expense, such replacement to stand in all respects as the original property stood. The insurance referred to herein above shall be continued in force during the entire term of said rights.

i. The Vendor will pay all property taxes related to the use of the property and assessments that may be due and payable for all purposes, assessed or imposed on said rights so reserved, by the United States, State of Idaho, and/or any political or municipal subdivision thereof and the Vendor will also be responsible for the payment of all services furnished by utilities.

The Vendor will further hold and save the United States harmless from any and all claims for damages to all persons or property by reason of the occupation and use of the premises during the term of this Term Estate.

j. That said Vendor will, at the expiration or forfeiture of these rights, peacefully surrender the reserved premises, and all buildings, appurtenances, etc., in connection therewith to the United States, in the same condition as of the date of this agreement, reasonable, and ordinary wear and tear and damages by the elements, or by circumstances over which the Vendor has no control, excepted.

k. Upon breach of any material provision of this agreement by the Vendor or the failure upon the Vendor's part to materially conform to the laws of the United States, or to materially conform to any rules or regulations regarding the area whether now in force or hereafter enacted or provided, the United States Department of the Interior, National Park Service, may declare these rights void by giving thirty (30) days' notice in writing mailed to the Vendor by certified mail, which notice shall specify the reasons why such rights would be declared void; and that upon the receipt of said notice, Vendor shall have an additional sixty (60) days in which to remedy or correct any of the defects complained of in the notice; that in the event the Vendor fails to remedy or correct the defects or complaints within the aforementioned time period, then the United States may terminate the Vendor's reservation of the term estate upon tender to the Vendor an amount equal to the fair market value of the portion of the right which remains unexpired on the date of termination. The United States may thereafter re-enter the said premises; but in the event these rights are declared forfeited, the Vendor shall have the right within a reasonable time from such declaration of forfeiture to go on the said premises and remove personal belongings. Nothing in this section shall in any way be construed to limit or forfeit the Vendor's right to any administrative hearing or protection of his procedural rights of due process.

l. The grantor herein fully understands that by reserving the right of use and occupancy herein that replacement housing benefits under Sections 203, 204, 205 and 206 of PL 91-646 are waived.

Form U.W. 7

MICRO-
FILMED DEC 17 '73NOTE: Do not fold this form. Use type-
writer or print neatly with black
ink.

IF WELL IS TO BE

ABANDONED, SEE ITEM 20

STATE OF WYOMING

OFFICE OF THE STATE ENGINEER

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL

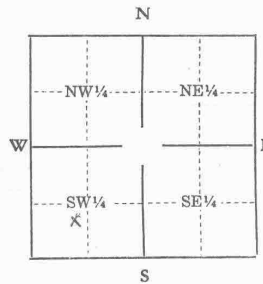
for Domestic or Stock Watering Use Only

A preferred water right is given to such use when the yield or flow does not exceed .056 cubic feet per second or 25 gallons per minute. Domestic use refers to household use and the watering of lawns and gardens for family use, not to exceed one acre.

Permit No. U.W. 23751Temporary Filing No. 2-16-291Water Division No. 4 (16)**Completed Prior
to May 24, 1969U.W. District Teton CountyNAME OF WELL Gibson #1

1. Owner Donald Gibson
2. Address Box 225, Teton, WY 83021
3. Agent to receive correspondence Howard Andrew
1265 E 175th Teton Falls, IDAHO
4. Name & address of driller Howard Andrew
1265 E 175th Teton Falls, IDAHO
5. Well is constructed on lands owned by Donald Gibson
(Obtaining of easement or right of way is the responsibility of the applicant's.
Include copy if land is privately owned and owner is not a co-applicant.)
6. Type of construction: Dug ☐ Drilled ☒ Rotary
Type of Rig
- Driven ☐ Jet ☐ Other Rotary
7. Use of Water—Domestic ☒ Stock ☐
8. Means of conveyance, distance and direction to point of use
Pipe at 30 ft
9. Date started Aug 22, 1973
10. Date completed Aug 24, 1973 (including pump)
11. Date after completion when water was used Aug 28, 1973
12. WELL DESCRIPTION
Total Depth 195 Depth to Water Level 100 ft.
13. TEST DATA
Yield _____ How Tested _____
Drawdown _____ Length of Test _____
14. PUMP DATA
Type Submersible Power Source Electric
(Turbine, Centrifugal, etc.) (Elec., Gas, etc.)
Horsepower 1 HP Amount of Water Being Used 100
(Gallons per Minute)
15. CASING RECORD
Plain Casing
Size 6 Kind _____ from 5 ft. to 100 ft.
Size _____ Kind _____ from _____ ft. to _____ ft.
Size _____ Kind _____ from _____ ft. to _____ ft.
Perforated Casing
Size _____ Kind _____ from _____ ft. to _____ ft.
Size _____ Kind _____ from _____ ft. to _____ ft.

WELL LOCATION

Teton County
SW 1/4 of SE 1/4 of Sec. 2
T. 41 N., R. 16 W.


Scale: 2" = 1 mile

Above diagram represents one full
section. Locate well accurately in
small square representing 40 ac.
or
fill in the following:

Lot _____ & Block _____ or Tract _____
of the Abnashville Estate
(Subdivision or Addition)

of Jackson W
(City, Town or County)

Section _____, T. _____ N., R. _____ W.

**For wells constructed after May 24, 1969, Application Form U.W. 5 must be submitted prior to construction.

Permit No. U.W. 23751Book No. 100 Page No. 100

