



WATER-RIGHT DOCKET

Bighorn Canyon National Recreation Area

Docket No: 1

TILLET SPRING, HORSESHOE BEND WATER

Preliminary Docket Information

00-00-0000: offer to sell real property, cont.; august, 1966

WATER RIGHT RECORD

Park: BICA

Docket Number:
Federal 1

IDENTIFICATION NO: BICA S 2 6 5 8 9 5 A F 0 1

DITCH/WATER SYSTEM: Horseshoe Bend Water System

SOURCE OF SUPPLY: Tillet Spring (Formerly Sykes Spring)

LOCATION: SE $\frac{1}{2}$, Sec. 26, T58N, R95W, 6th PM

WATER RIGHT:

Appropriator: United States of America, National Park Service

Application/Permit Number: 17204 (Granted to W. E. Tillet)

Certificate Record Number: 52 p 324

Date of Priority: January 5, 1927

Quantity of Water: 1.94 C.F.S. (11.0 acres)

Purpose: Domestic and irrigation

Irrigated Land Description:

SUMMARY OF STATUS: This is a Federal water right system consisting of spring development, water lines, a 100,000 gallon reservoir, etc.

Bessie Tillet granted an easement to the United States on January 20, 1967, conveying all of the Tillet's presently owned water rights within the easement.

4/5/95
SSA

Phone discussion
w/ state Eng's. office

Shown as adjudicated
right in computer

data base, though
data base could miss some
court filings (e.g. abandonment)

Chryseus
ASCI

Re: L54 LWSSC

We have researched our records for information pertaining to the Tillet Spring water source, which you described in your letter dated February 21, 1968. However, we were unable to find any appropriations from a Tillet Spring water source in Section 26, Township 58 North, Range 95 West. We have enclosed prints of the Certificate Records of the appropriations from the Sykes Springs attached to the lands you described in your letter, which were issued to W. E. and B. F. Tillet as applicants. It appears that these may be the water rights with which you are concerned, and the source may have been adjudicated as the Sykes Springs instead of the Tillet Springs.

Records pertaining to adjudicated water rights are now on microfilm in the State Engineer's Office and we no longer make hand tabulations in this office. Therefore, we have enclosed the microfilm copies of the certificates of appropriation, or of construction, listed below, which attach to the lands you described in your letter.

Book No.	Page No.
52	324
52	325
56	149
56	148

Mr. William E. Fields

Page 2

February 28, 1968

In addition to the appropriations listed above, we find an application filed by The Wyoming Fish and Game Commission for the Tillet Rearing Station Supply Line, Temporary Filing No. 19 3/128, which is a pending application from the Sykes Springs source; however, this has not been approved as yet.

The rate of charge for microfilm copies is \$1.00 apiece; therefore the charge for the enclosures will be Four Dollars (\$4.00). You may remit this amount to the State Engineer at your earliest convenience.

If we may furnish any further information or be of assistance, please contact us.

Sincerely,



JAMES H. ADUDELL
Assistant State Engineer

JHA:CGS:jma
Encls



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240
October 10, 1967

IN REPLY REFER TO:

L1425-OLW

RECEIVED
San Francisco Planning and Service Center
Office of Land and Water Policy
NATIONAL PARK SERVICE
OCT 13 1967
ACT INFO: CHIEF DISTRICT OFFICE
ASST. DIR. LAND ACQ.
SUPV. PL. & S.
SIP. N. L. E. 11/1/67
DOCKET
FILE

Memorandum

To: Chief, Office of Land and Water Rights, SSC
Attention: Mr. Fields

From: Chief, Branch of Water Resources

Subject: Deed Assembly, Easement, Tillet, Bighorn Canyon

A copy of Mr. Kornelis' memorandum of September 19 to the Chief, Division of Land and Water Rights, WASO, on the above subject was referred to this Office.

Since the contract and grant of easement conveys to the United States all of the Tillet's presently owned water rights within the easement, it seems appropriate to prepare a Federal water right docket assembly incorporating all of the enclosures transmitted with Mr. Kornelis' memorandum.

We hope now that you have a full staff, that improved coordination between lands and water rights personnel will develop so that transactions similar to this one will be properly documented and all offices concerned advised thereof.

E. W. Reed

LWSSC
11425 BICA
(TILLET, Easement)

SEP 19 1967

Kippes

Lange

Kornelis

(Prevel)

Memorandum

To: Chief, Division of Land and Water Rights, WASO

From: Chief, Office of Land and Water Rights, SSC

Subject: Deed Assembly, Easement, Tillet, Bighorn

Enclosed for deed assembly and form NPS-L-1 are the following:

1. Executed, acknowledged Contract and Grant of Easement, recorded May 24, 1967.
2. Letter to Field Solicitor, San Francisco, California, from Assistant Attorney General, dated July 13, 1967.
3. Statement concerning the Waiver of Encumbrances.
4. The original of the Attorney General's Final Title Opinion, dated August 31, 1967.
5. Policy of Title Insurance, No. 9-054-0, issued by The Title Guaranty Company of Wyoming, Inc., as of May 24, 1967.

The easement was granted in consideration of the benefits to be derived from development and improvements of a water diversion system, and there was no appraisal involved.

(S) THOMAS KORNELIS

Thomas Kornelis

Enclosures - 5

cc:
Supt., Bighorn, w/cy of final opinion
Regional Director, Midwest Region

/f

Certificate of Appropriation of Water

Certificate Record No. **52** Page **334**

John H. Edwards President.

LWR-SSC-1
(Aug 1966)

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

3
Tract
Tillett, Bessie, Royce,
Lloyd, et al
Vendor

Bighorn Canyon N.R.A.
Area

OFFER TO SELL REAL PROPERTY

Contract No.

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the

County of Bighorn, State of Wyoming,

containing 760.0 acres, more or less, more particularly described as follows:

$S\frac{1}{2}SE\frac{1}{4}$, Section 23,

$E\frac{1}{2}$, Section 26,

$W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, Section 35,

$SE\frac{1}{4}$, Section 34,

All in township fifty-eight North (T. 58 N.)

Range ninety-five West (R. 95 W.), Wyoming Sixth Principal Meridian.

Zero Copy

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subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

Excepting and reserving only the following rights and interests in the above described property:

- a. The Vendor reserves the right to occupy the property until _____. During the period of such occupancy the vendor shall continue to be responsible for the protection and maintenance of the land and the improvements and timber located thereon, even though title may have passed to the United States prior to the above date.

The terms and conditions of this offer are as follows:

(1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within _____ month(s) from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay the Vendor for said land the sum of _____ dollars (\$ _____) payable on acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear of all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(4) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at

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(Aug 1966)

or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the deed to the United States, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept the conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(6) The Vendor agrees that the United States may acquire title to said land by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from said amount.

(7) The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, rights and privileges to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

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(Aug 1966)

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Signed and Delivered this _____ day of _____, 19__.

WITNESSES:

VENDORS:

_____	_____
Witness	Vendor
_____	_____
Witness	Vendor
_____	_____
Witness	Vendor
_____	_____
Witness	Vendor

Notice of acceptance of this offer is to be sent to:

_____	_____	_____
Name	Address	City, State, ZIP

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

The offer of the Vendor contained herein is hereby accepted for and on behalf of the UNITED STATES OF AMERICA.

Date: _____ By: _____

Title: _____

NUMBER 9-054-0	POLICY OF TITLE INSURANCE A.L.T.A. U.S. POLICY FORM 1963 Issued by The Title Guaranty Company of Wyoming, Inc. Casper, Wyoming a Wyoming corporation, herein called the Company, for a valuable consideration.	AMOUNT \$1,000.00
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HEREBY INSURES

THE UNITED STATES OF AMERICA

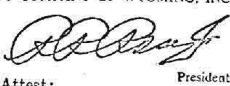
hereinafter called the Insured, against loss or damage not exceeding the amount stated hereon, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:
any defect in or lien or encumbrance on the title to the estate
or interest covered hereby in the land described or referred to
in Schedule A, existing at the date hereof, not shown or referred
to in Schedule B or excluded from coverage by the General Exceptions;
all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the 24 day of May, 19 67, the effective date of this policy.

IN WITNESS WHEREOF, The Title Guaranty Company of Wyoming, Inc. has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

THE TITLE GUARANTY COMPANY OF WYOMING, INC.



By Norman E. E. E.
Authorized Agent or Validating Officer


Attest: 
Secretary

SCHEDULE "A"

1. The estate or interest in the land described or referred to in this Schedule covered by this policy is:

An easement for access roads, pipelines and incidental purposes.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE UNITED STATES OF AMERICA
by virtue of that certain contract and grant of easement dated January 20, 1967 and recorded May 24, 1967 in Book 245 page 520, records of Big Horn County, Wyoming.

3. The land referred to in this policy is situated in the County of Big Horn, State of Wyoming, and is described as follows:

Beginning at the section corner common to Sections 25, 26, 35 and 36 of Township 58 North, Range 95 West, 6th Principal Meridian, Big Horn County, Wyoming, a point in the common boundary between the lands of the Grantors and the United States and proceeding from said point along the line which forms the boundary between the lands of the Grantors and the United States, S. 46°02'02" W., 792.28 feet, thence S. 06°51'14" W., 568.04 feet along the said common boundary to the true point of beginning; thence N. 18°04'30" W., 588.75 feet to a point designated as Point No. 8 as shown on National Park Service drawing NRA-BC, 3043, Tillett Spring Water Supply, dated April, 1966, a copy of which is attached hereto, and proceeding from said Point No. 8 N. 28°33'30" W., 1654.10 feet to point No. 7; thence N. 48°02'00" W., 1715.10 feet to point No. 6; thence N. 17°47'00" W., 941.60 feet to Point No. 5; thence N. 05°15'30" W., 389.78 feet to point No. 4; thence N. 15°18'30" W., 597.36 feet to Point No. 3; thence N. 12°00'30" W., 479.98 feet to Point No. 2; thence proceeding along a line bearing approximately N. 47°30' W., 215 feet, more or less, to the place from which a spring emerges from the earth.

SCHEDULE "B"

This policy does not insure against loss or damage by reason of the following:

1. Taxes for the year 1967 and subsequent years.
2. Mortgage executed by Bessie F. Tillett an unmarried woman, Royce E. Tillett and Marian J. Tillett, husband and wife, Lloyd S. Tillett and Abbie Tillett, husband and wife, and Rob Tillett and Geraldine Tillett, husband and wife in favor of The Equitable Life Assurance Society of the United States to secure \$20,000.00, as recorded April 25, 1966 in Book 238 on page 446.

GENERAL EXCEPTIONS

1. Governmental Powers

Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:

(a) consequences of the future exercise or enforcement of attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.

2. Matters Not of Record

The following matters which are not of record at the date of this policy are not insured against:

(a) rights or claims of parties in possession not shown of

record; (b) questions of survey; (c) easements, claims of easement or mechanics liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.

3. Matters Subsequent to Date of Policy

This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.

4. Refusal to Purchase

This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

CONDITIONS AND STIPULATIONS

1. Notice of Actions

If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding be neither served with summons therein nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

2. Notice of Writs

In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within 90 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

3. Defense of Claims

This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney

General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

4. Compromise of Adverse Claims

Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

5. Statement of Loss

A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

6. Policy Reduced by Payments of Loss

All payments of loss under this policy shall reduce the amount of this policy pro tanto.

7. Amendment of Policy

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

8. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to The Title Guaranty Company of Wyoming, Inc., 535 South Center Street, Casper, Wyoming.

STATEMENT CONCERNING THE WAIVER OF ENCUMBRANCES

IT IS CERTIFIED:

1. That no consideration was paid for the enclosed easement. It was granted as a convenience of the National Park Service.
2. That the entire contiguous property of the Vendor, as determined by opinion of value given by Philip G. Rockwell, on August 2, 1967, exceeds \$50,000, Staff Appraiser
3. That the total amount of the encumbrance (\$20,000.) outstanding against the property as mentioned in Item 2, of the Policy of Title Insurance, No. 9-054-0, dated May 24, 1967, is not in excess of 50 percent of the value of the entire contiguous property of the vendor.

Milton L. D. Lange
Legal Assistant

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Bighorn Canyon National Recreation Area
Yellowtail Reservoir, Montana/Wyoming

CONTRACT AND GRANT OF EASEMENT

THIS INDENTURE, made this 20th day of January, 1967 pursuant to the provisions of the Acts of Congress, approved August 8, 1953 (67 Stat. 495), and acts amendatory and supplemental thereto between BESSIE F. TILLET ET AL, Crooked Creek, Montana, hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as the Grantee,

WITNESSETH:

1. In consideration of benefits to be derived from development and improvements of a water diversion system, Grantors convey an easement as hereinafter described and all of their interest to presently owned water rights within said easement to the extent set forth below and the right to divert, construct, operate, maintain and protect structures, pipelines and access roads for the appropriation, diversion and transmission of said water.

a. The easement is as follows:

Beginning at the section corner common to Sections 25, 26, 35 and 36 of Township 58 North, Range 95 West, Sixth Principal Meridian, Bighorn County, Wyoming, a point in the common boundary between the lands of the Grantors and the United States and proceeding from said point along the line which forms the boundary between the lands of the Grantors and the United States, S 46°02'02"W, 792.28 feet; thence S 06°51'14" W, 588.04 feet along the said common boundary to the true point of beginning; thence N 18°04'30" W, 588.75 feet to a point designated as Point No. 8 as shown on National Park Service drawing NRA-EC, 3043, Tillett Spring Water Supply, dated April, 1966, a copy of which is attached hereto, and proceeding from said Point No. 8 N 28°33'30" W, 1654.10 feet to Point No. 7; thence N 48°02'00" W, 1715.10 feet to Point No. 6; thence N 17°47'00" W, 941.60 feet to Point No. 5; thence N 05°15'30" W, 389.78 feet to Point No. 4; thence N 15°18'30" W, 597.36 feet to Point No. 3; thence N 12°00'30" W, 479.98 feet to Point No. 2; thence proceeding along a line bearing approximately N 47°30' W, 215 feet, more or less, to the place from which a spring emerges from the earth.

The width of the easement granted is 20 feet, being 10 feet on either side of the above-described line, except that in the vicinity of the aforementioned spring it shall expand to include an area approximately

60 feet in radius, measured from the approximate center of the aforementioned spring. The easement at the spring shall be more particularly defined by a fence which may be erected by the Grantee within said 60-foot radius if the Grantee determines there is need to protect the water supply source from contamination. The fence, as initially erected, shall constitute the final boundary of the easement at the water source.

b. The right to water is as follows:

All of the water available from the spring referred to in Paragraph 1(a) above, but not to exceed 75 gallons per minute.

2. The Grantors shall have the unrestricted right, without charge, to 10 gallons per minute of water from a branch line to be installed and maintained in good condition by the Grantee at approximately Point No. 8 of the easement description. The branch line will not be less than one-inch standard iron pipe size, nominal diameter and terminate at the easement boundary in a one-inch iron pipe size, standard companion flange, at which place the Grantors may attach their water service line with a matching companion flange.
3. The Grantors shall be supplied with water by the Grantee so long as it is available in the pipeline and flange, but Grantee will otherwise not be liable for damages resulting from failure to deliver 10 gallons per minute.
4. The Grantors shall be notified by the Grantee in writing if water delivery is to be temporarily interrupted for planned construction, maintenance or operation needs of the Grantee and, in such case, Grantee shall make water available to the Grantors from other sources, to be transported at Grantors' expense.
5. It is understood by Grantors and Grantee that no schedule of priorities shall be applicable to the allocation of the water except as may be determined by hydraulics inherent in the system.

6. The Grantee neither accepts nor assumes any responsibility or liability for the pipework, pipeline or fittings installed by the Grantors outside of the easement described.
7. Grantee shall have the unrestricted right to improve and/or develop the major water source within the easement. Grantors will cooperate with Grantee in perfecting present water rights and acquiring additional rights should such cooperation, in the judgment of the Grantee, be desirable under applicable laws.
8. Should use of the easement no longer be required by the Grantee, Grantee has the option to leave in place or remove the water diversion and transmission system in whole or in part, free of remunerative obligation to the Grantors, and, in such event, any water right acquired under Paragraph 7 above shall revert or be transferred to the Grantors.
9. Grantee agrees that the water obtained by means of this easement will be applied only to development, use and protection of the recreational facilities within the Horseshoe Bend site of the Bighorn Canyon National Recreation Area.
10. The Wyoming Game and Fish Commission and the Grantors, to the extent necessary to accomplish the purposes of this Contract and Grant, hereby mutually release each other from the obligations and requirements set forth in a lease filed for record in Bighorn County on the 29th day of March 1957, Book 170, Page 542, Recording No. 372523, entered into between them on the 14th day of March, 1957.

No member of or delegate of Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be
executed the day and year first above written.

GRANTEES:

UNITED STATES OF AMERICA

By Bruce J. Miller

Acting Chief, LWSSC

Acting Chief, Office of Land and
Water Rights

GRANTORS:

Bessie F. Tillett
Bessie F. Tillett

Royce Tillett
Royce Tillett

Lloyd Tillett
Lloyd Tillett

Rob Roy Tillett
Rob Roy Tillett

Marion J. Tillett
Marion Tillett

Abbie Tillett
Abbie Tillett

Geraldine Tillett
Geraldine Tillett

FOR THE STATE OF WYOMING GAME AND
FISH COMMISSION:

By William B. Beach

Commissioner
Title

State of Wyoming)
County of Big Horn ss
County of Big Horn)

On this 7th day of Dec, 1966, before me personally

appeared Bessie F. Tillett - Royce Tillett - Lloyd Tillett
Marion J. Tillett - Abbie Tillett

to me known to be the persons described in and who executed the foregoing
instrument, and acknowledged that they executed the same as their free act and
deed.

Given under my hand and seal this 7th day of Dec, A.D. 1966.

My commission expires on the 16 day of Jan, A.D. 1968.

William B. Beach

* See attachment for notarization

State of New Mexico

County of Dona Ana

On this 23rd day of December, 1966, before me personally appeared Rob Roy Tillett and Geraldine Tillett, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 23rd day of Dec., A.D. 1966

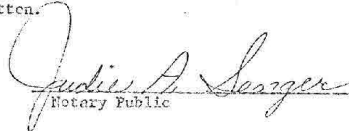
My commission expires on the 30th day of October, A.D. 1967

Geraldine Berger

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

On this 7th day of January, 1967, before me
appeared James B. White, to me personally known, who being by me duly sworn,
did say for himself that he is the Commissioner of the Wyoming Game and
Fish Commission, and that said instrument was signed in behalf of said
Commission by authority of said Commission, and the said James B. White
acknowledged said instrument to be the free act and deed of said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial
seal the day and year first above written.


Notary Public

My Commission Expires:

My Commission expires December 1, 1970

1000-1000, T112, S. 35
1000-1000, T112, S. 35

Bessie F. Tillet, et al
To
United States

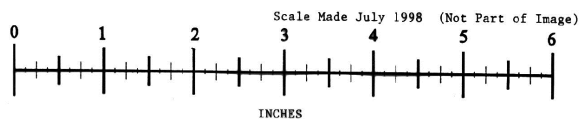
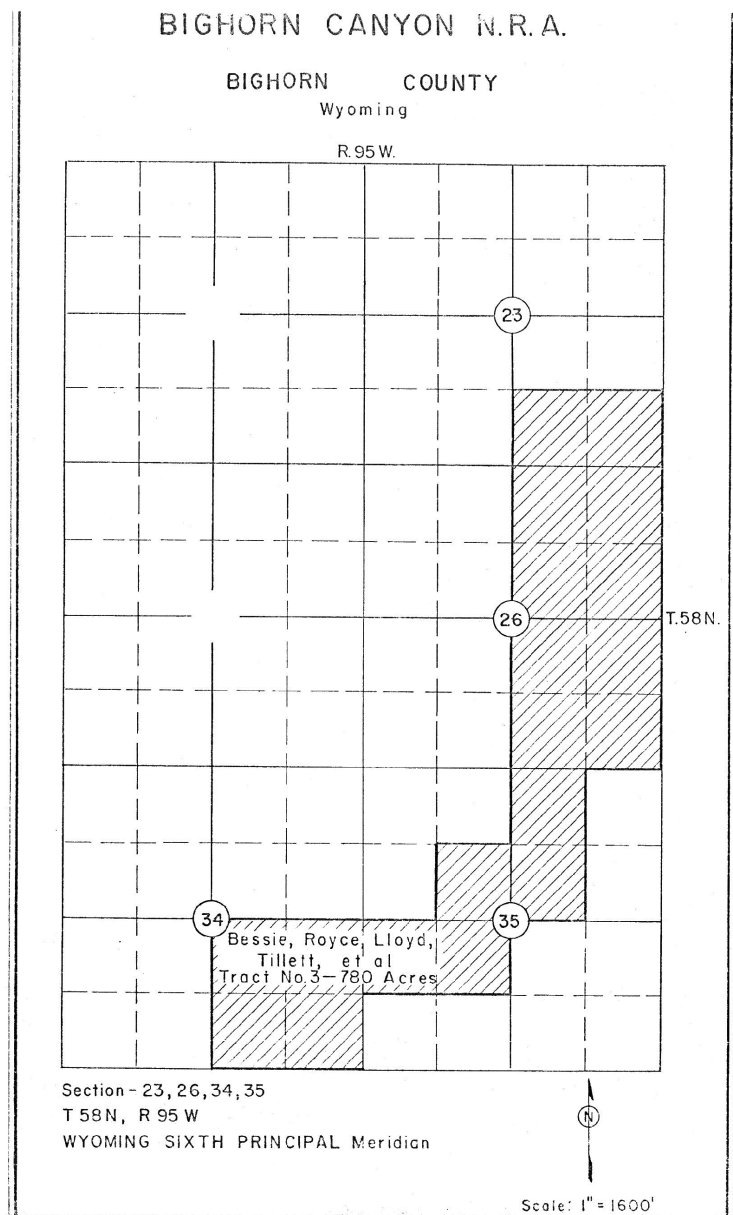
State of Wyoming)
County of Big Horn
This instrument was filed for
record at 3:30 o'clock P M
May 24, 1967

and recorded in Book 45 Page 520
Ellen Cowan Whipps
Registrar of Deeds

Bertie Perkins
Deputy

RECORDED
INDEXED
ADJUTANT
RECORDED

1000-1000
480007



Other Supporting Information

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

Work Order No.

617-211706

D-52

FACE SHEET FOR COMPLETION REPORT

Park
Bighorn Canyon National Recreation AreaRegion
MidwestFund Symbol
14x1035 210000Year Programmed
1967

Location in Park

State(s)

PCP No.
U-1

Horseshoe Bend Area

Wyoming

Master Plan No.

☒ Contract and/or ☐ Day Labor

County or Counties

Master Plan Corrected By

Bighorn

As Built Drawings By
Richard Huff

Work Order Title

Date Started

Water System

June 1967

Date Completed

December 1967

DESCRIPTION OF FIXED ASSETS
(For completion by employee in charge of project)TOTAL COSTS
(For completion by FFO)

230 Utility System

111,840.54

1. Water System

Distribution system \$ 41,599.01
Diversion system 54,815.25Contract #14-10-7-9715 4,225.58
W. E. Barling, Inc.
Meeteetse, WyomingContract #14-10-7-971-66 92,188.68
Landon Construction Company
P. O. Box 819
Casper, WyomingContract 96,414.26
PS&S(16%) 15,426.28
111,840.54

D&C - S.S.C.

GCT 3 1958

1. CHIEF

2. ADMIN.

3. CHIEF DEV. PLAN.

4. CHIEF ENG. & ARCH.

5. CHIEF CONSTR.

6. CHIEF PROJ. DESIGN

7. CHIEF CONTRACTS

8. CHIEF ESTIMATING

9. CHIEF INSPECTION

10. CHIEF MAINTENANCE

11. CHIEF RECORDS & COMM.

12. CHIEF TRAVEL & LOG.

13. CHIEF UTILITIES

14. CHIEF WAREHOUSE

15. CHIEF WORKSHOP

16. CHIEF YARD

17. CHIEF ZONING

18. CHIEF ZONING

19. CHIEF ZONING

20. CHIEF ZONING

21. CHIEF ZONING

22. CHIEF ZONING

23. CHIEF ZONING

24. CHIEF ZONING

25. CHIEF ZONING

26. CHIEF ZONING

27. CHIEF ZONING

28. CHIEF ZONING

29. CHIEF ZONING

30. CHIEF ZONING

TOTAL

\$ 111,840.54

DISTRIBUTION	THE FIXED ASSET DESCRIBED ABOVE HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AND AUTHORIZED CHANGES		
No. To	Submitted By:	Title	Date
1 W&S	Richard Lee Huff	Project Supervisor	8-21-68
1 DC-SSC	By:		
1 MWR Programs	Approved (Sgd) Bruce W. Shaw	Title: Superintendent	Date: 8-21-68
1 MWR PFO	By:		
1 BICA			
	COSTS VERIFIED	Title:	Date:
	(Sgd.) Bruce E. Heiser		
	BY Bruce E. Heiser	Regional Accountant	9-18-68

35716

Form 10-174A
(June 1962)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICEOrder Number
17-211706

COMPOSITION OF COST FOR COMPLETION REPORT

Fund Symbol
14x1035 210000

Park	Region	Year Programmed
Highway Canyon National Recreation Area	Midwest	1967
Huron National Forest		
Water System		

COMPOSITION OF COST

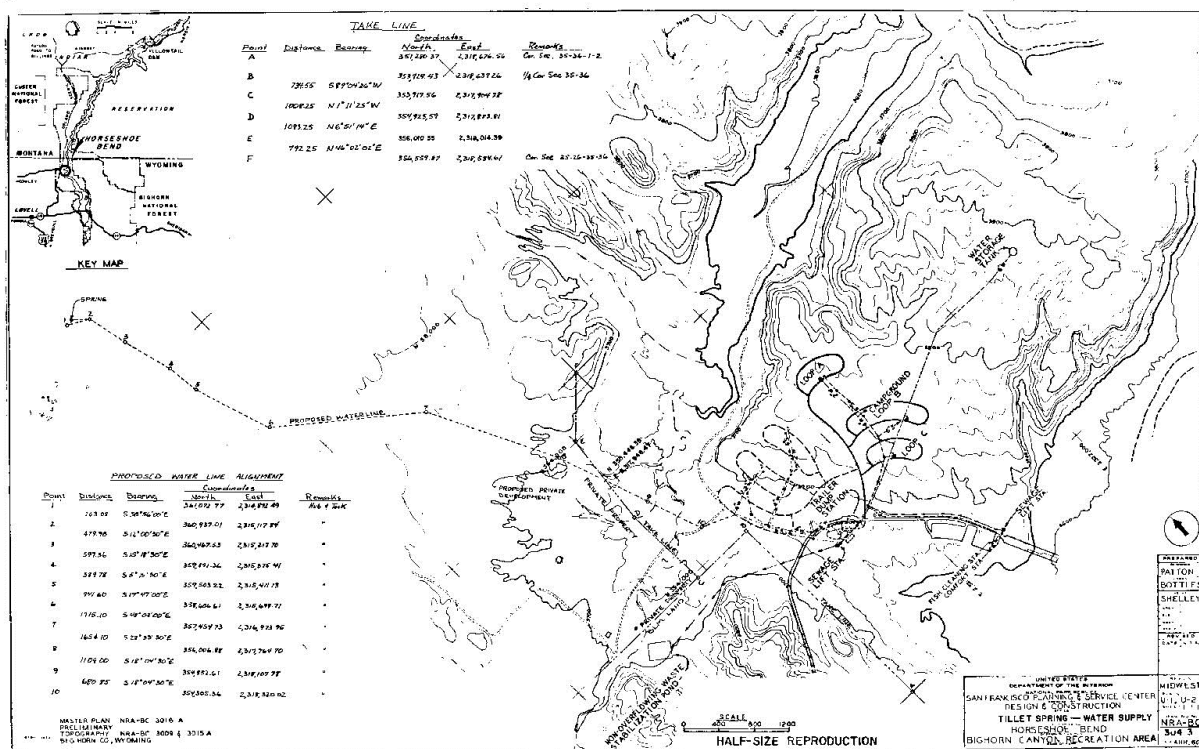
COSTS CHARGED TO FUNDS ALLOTTED TO FIELD FINANCE OFFICE

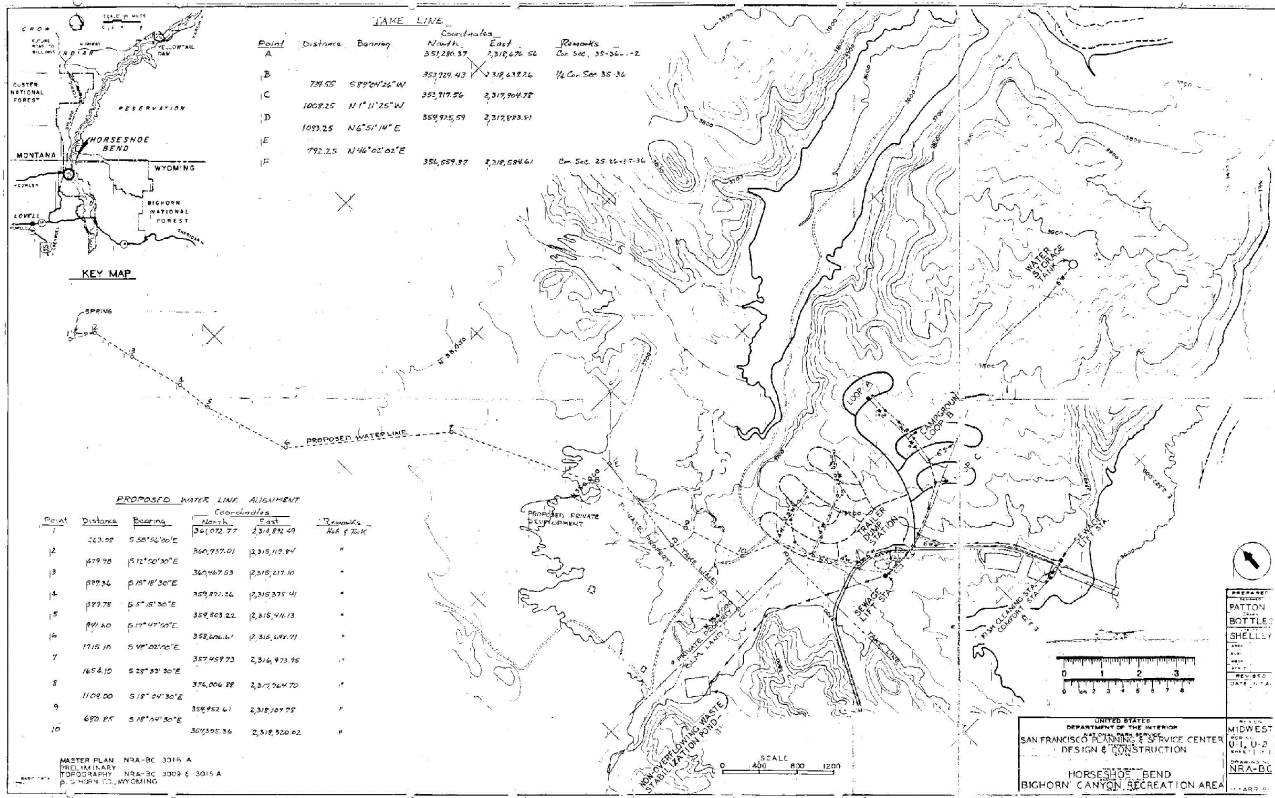
(1) Personal Services.....	\$	
(2) Travel.....		
(3) Contract Work.....		
#14-10-7-9715 4,225.58		
#14-10-7-971-66 92,188.68		
(4) Supplies and Materials.....		
(5) Other Direct Expenses.....		
(6) Operation of Equipment.....		
(7) Depreciation of Equipment.....		
(8) Purchase of Construction Equipment.....		
(9) Purchase of Other Accountable Equipment.....		
(10) Other Costs:		
(11) TOTAL COST CHARGED TO FFO FUNDS.....	XXXXXXXXXX	\$ 96,414.26
OTHER COSTS:		
(12) PS&S, AP, and/or Facilitating Services @ 16 %.....	\$	15,426.28
(13) Inventory and Other Non-Fund Costs		15,426.28
(14) GROSS WORK ORDER COSTS.....	XXXXXXXXXX	\$ 111,840.54
LESS:		
(15) Residual Value of Construction Equipment on Line 8.....	\$	
(16) Other Credits		
(17) NET COST OF FIXED ASSETS.....	XXXXXXXXXX	\$ 111,840.54

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

25543

Maps and Miscellaneous Information





Docket Information

Number of Documents in Docket 28

Documents Dated from 6/26/1937 to 8/21/1968

Docket Compiled: 6/13/2016