C O P Y

STATE OF WASHINGTON

DEPARTMENT OF CONSERVATION AND DEVELOPMENT
Ed Davis, Director
Transportation Building
Olympia

May 12, 1944.

Mr. A. van V. Dunn
Hydraulic Engineer
National Park Service
601 Sheldon Building
San Francisco 5, California

Dear Sir:

We are enclosing, herewith, certified copy of Water Right Certificate No. 806 issued to Rose E. Littleton, as requested in your letter of May 9, together with signed voucher to cover the charge for this copy.

Regarding the record made of the certificate by the Clallam County Auditor, we do not have this on our copies of the certificate. The certificate is made out and recorded in this office, after which it is sent by us to be recorded, at the expense of the party receiving the certificate, in the office of the county auditor of the county in which the diversion and use are made, and then forwarded by the auditor to the owner, as provided for in Sec. 34 of our Water Code. We do not therefore have a record of the file number of the auditor. However, you could probably secure this information from the office of the Clallam County Auditor. The certificate was sent to that office on August 2, 1934, with instructions to forward it after recording to Wm. J. Conniff, attorney for Mrs. Littleton, at Port Angeles, Washington.

We have no record in this office of any assignment of this water right, or any part thereof by Mrs. Littleton. However, as stated in previous correspondence, we keep no record in this office of such transfers after a final water right certificate has been issued, as the water has become appurtenant to the property on which it has been used and cannot legally be changed to use on other property without securing a permit from this office for such change. We have no record of permit to make such a change.

Yours very truly

(Sgd) Chas. J. Bartholet

CHAS. J. BARTHOLET

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

AIR MAIL

May 9, 1944.

Mr. Chas. J. Bartholet,
Supervisor of Hydraulics,
Transportation Building,
Olympia, Washington.

Dear Sir:

Will you please send us a certified copy of Certificate of Water Right, Record No. 2, Page 806, issued in the name of Rose E. Littleton on August 2, 1934, for the appropriation of 0.2 sec. ft. of the waters of Barnes Creek, a tributary of Lake Crescent, on proof under Permit No. 1220. A voucher is enclosed for your signature to cover the charges and we should like to request due consideration of the time element as the certificate is needed in connection with the purchase of the Rosemary Inn which has already dragged considerably.

Our present photostat of the certificate, which we did not have you certify, does not indicate that the instrument was recorded in Clallam County in accordance with the procedure you now follow before sending it to the claimant. Will you please advise if the recording was omitted or give the references if you have the record elsewhere.

By letter of August 20, 1943, we inquired about recording of the assignment of water rights in accordance with Section 25 at page 25 of your water right manual of 1933. On September 7 your reply, signed by G. Hallahan, stated that a certified right is appurtenant to the land and is transferred with it and needs no special assignment. In your reply to this letter, or as a separate instrument if you prefer, will you please certify that Rose E. Littleton has not severed the right from the land or conveyed any part so far as your records show.

Yours very truly,

A. van V. Dunn,
Hydraulic Engineer.

AvVD:sh

Enclosure 437.

cc: Director.
Region Four.
Supt., Olympic N. P.

FILE COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS
(54)

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

MAY 8 1944

ROUTING	Date

May 3, 1944.

FILE

MEMORANDUM for Mr. Dunn, Region Four Office.

We have just received the final title papers from Superintendent Macy, covering the Rosemary Inn property within Olympic National Park. It is noted that water rights are not specifically included in the final certificate of title issued by the Washington Title Insurance Company. Therefore, it will be necessary to obtain a certified copy of the Certificate of Water Right, Record No. 2, page No. 806, Clallam County, Permit No. 1220, from the Supervisor of Hydraulics, Washington Department of Conservation and Development, as required by the preliminary opinion of the Attorney General, dated December 16, 1943, on the title to the property. Will you please obtain a certified copy of the water right certificate and forward it to this Office as soon as possible.

The Attorney General required also that the certificate be supported by satisfactory evidence to the effect that Rose E. Littleton has not conveyed the water right. As the water right is appurtenant to the Rosemary Inn property, it is believed that the above-mentioned final certificate of title will automatically cover the water right in addition to the land itself. However, in the event the Attorney General should ultimately require evidence that the water right has not been separately conveyed by Mrs. Littleton to others, do you have any suggestions as to how we may secure a certificate that the county records disclose no such conveyance?

C. Mullady

Acting Chief Counsel.

Copies sent Region Four and Supt, Olympic N.P, 5/9/44



ARTHUR B. LANGLIE
GOVERNOR

9/10 ED DAVIS
DIRECTOR

SEP 10 1943

STATE OF WASHINGTON
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
DIVISION OF WATER RESOURCES
CHARLES J. BARTHOLET, SUPERVISOR
OLYMPIA

September 7, 1943.

Mr. A. van V. Dunn
Hydraulic Engineer
National Park Service
601 Sheldon Building
San Francisco, California

Dear Sir:

Re: Certificate No. 806

When water has been put to full beneficial use on property and a certificate of water right has been issued, as in the case of Rose E. Littleton for Rosemary Inn, the water becomes appurtenant to the property and is transferred with it, and no assignment is required by this office.

While the water right is still an application or a permit only, an assignment must be recorded in this office. We do not have any printed forms for such assignments. Just a very simple form is required, describing the permit by number. There is a statutory fee of $2.00 for recording each assignment.

Yours very truly

CHAS. J. BARTHOLET
Supervisor of Hydraulics

By G. Hallahan
Secretary.

G.H.

3 copies to Regional Director, Region Four 9/10/43.

601 Sheldon Building

September 3, 1943.

Mr. Chas. J. Bartholet,
State Supervisor of Hydraulics,
Olympia, Washington.

Dear Sir:

This will acknowledge receipt of the photostatic copies of Water Right Permit No. 1220 and Certificate 806 in compliance with my letter of August 20, together with the signed voucher which has been put through for payment.

In the same letter I asked regarding procedure applicable to assignment of water rights, but evidently the question was overlooked.

We are acquiring the Rosemary Inn tract and appurtenant water rights under Certificate No. 806. We note under Section 32 at page 25 of your water right manual of 1933 that assignments of water rights must be recorded in your office. We should like to know if such assignments are recorded on standard forms provided by you and if so we should like to obtain about half a dozen blanks partially for use in the immediate conveyance and partially for record in our various offices.

Yours very truly,

A. van V. Dunn,
Hydraulic Engineer.

AvVD:SH

FILE COPY

F. No. 259—1932. 1500.

CERTIFICATE RECORD NO. 2, PAGE NO. 806

STATE OF WASHINGTON, COUNTY OF Clallam

CERTIFICATE OF WATER RIGHT

(For rights perfected under original, enlargement or secondary permits.)

(In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and the regulations of the State Supervisor of Hydraulics thereunder.)

This is to certify, that Rose E. Littleton

of Port Angeles, *State of* Washington, *has made proof to the satisfaction of the State Supervisor of Hydraulics of Washington, of a right to the use of the waters of* Barnes Creek, *a tributary of* Lake Crescent, *for the purposes of* domestic supply and irrigation *under* Appropriation *Permit No.* 1220 *issued by the State Supervisor of Hydraulics, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Hydraulics of Washington and entered of record in Volume* 2, *at Page* 806, *on the* 2nd *day of* August, 19 34; *that the right hereby confirmed dates from* Sept. 20, 1928; *that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed* 0.2 *cubic feet per second.*

A description of the lands under such right, and to which the water hereby confirmed is appurtenant, or if for other purposes, the place where such water is put to beneficial use, is as follows:

PLACE OF USE			LEGAL SUBDIVISION	No. Acres Described in Permit	No. Acres Actually Irrigated
Section	Township	Range			
26	30 N.	9 W.W.M.	Lot 6	12	12

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Section 39, Chapter 117, Session Laws 1917.

WITNESS the seal and signature of the State Supervisor of Hydraulics affixed this 2nd *day of* August, 19 34

Chas. Comstock

State Supervisor of Hydraulics.

156334

CERTIFICATE OF WATER RIGHT

STATE OF WASHINGTON

TO

ROSE E. LITTLETON

Filed for Record at the request of Rose E. Littleton August 3 1934 A.D., 190 at 5 min. past 10 A.M. and recorded in vol. 126 of Deeds page 17 records of Clallam County, Wash.

W. B. Smith
County Auditor.

By Ruby Kelly,
Deputy

Permit No. 1220

Certificate of Water Right

Recorded in the office of State Supervisor of Hydraulics, Olympia, Washington, in Book No. 2 *of Water Right Certificates, on Page* 806 *, on the* 2nd *day of* August *,* 19 34.

STATE OF WASHINGTON, *County of* Clallam } *ss.*

I certify that the within was received and duly recorded by me in Volume ..... of Book of Water Right Certificates, Page ..... on the ..... day of ....., 19....

STATE PRINTING PLANT, OLYMPIA, WASH.

[redacted] No. 2419—1930. Approved as to Form [redacted] Dept. [redacted] Secretary, 1930.

Proof of Appropriation of Water

RECEIVED
JUL 23 1934
DIVISION OF HYDRAULICS

Application No. 2419 *Permit No.* 1220

1. *Name of applicant* Rose E. Littleton
2. *Postoffice address* Star Route No. 1, Port Angeles, Wash.
3. *Source of appropriation* Barnes Creek [redacted] Empties into Lake Crescent
4. *For what purpose or purposes is water used?* Domestic and irrigation
5. *Give date of beginning of construction* Dec. 15, 1929
6. *Give date of completion of construction work* June 20, 1930
7. *When was all the water completely applied to proposed use?* June 20, 1930
8. *Fill in the following carefully, according to use. If for irrigation, fill in the number of acres described in permit and the number of acres actually irrigated (Water should be applied to the full number of acres to be irrigated before certificate can issue). If for power, give location of power plant and the theoretical horse power described in permit. If for domestic supply, municipal, manufacturing or other uses, simply give the description of place of use.*

PLACE OF USE			LEGAL SUBDIVISION	FOR IRRIGATION FILL IN FOLLOWING	
Section	Township	Range		No. Acres Described in Permit	No. Acres Actually Irrigated
26	30 N	9 W WM	In Lot 6	12 ac	12 ac.

LOCATION OF POWER PLANT			LEGAL SUBDIVISION	FOR POWER FILL IN FOLLOWING	
Section	Township	Range		H. P. Described in Permit	H. P. Actually Developed
[redacted]					

FOR ALL OTHER USES

Section	Township	Range	LEGAL SUBDIVISION	
26	30 N	9 W WM	In Lot 6	Domestic Purposes Water used for domestic purposes and for ~~sprink~~ ling lawn and garden, ~~about 2 acres.~~

9. *During what months is water used?* April 1, to Sept. 30, each year
10. *Does map filed with your permit show correctly the location of diverting work and area of land where water is used?* Yes *If not, state wherein such map is in error*
11. *If the dimensions of your ditch or dam do not correspond to those described in your permit and the plans and specifications now on file in the office of the State Supervisor of Hydraulics, state what changes have been made, giving dimensions of ditch or other distributing works.*

(Over)

REMARKS:

The application and permit herein referred to sets out that 12 acres will be irrigated. Only approximately 2 acres has been irrigated, or more strictly speaking, sprinkled, sprinkling only lawn around house and garden. 10 acres of the 12 acres referred to in application is still in standing timber and will so remain for an indefinite time to come. No irrigation is contemplated at the present time for other than sprinkling lawn and garden above referred to.

STATE OF WASHINGTON
County of Clallam } *ss.*

I, Rose E. Littleton *, being first duly sworn, depose and say that I have read the above and foregoing proof of appropriation of water; that I know the contents thereof; and that the facts therein stated are true.*

IN WITNESS WHEREOF, I have hereunto set my hand this 20th *day of* July *,* 19 34.

Rose E. Littleton

Subscribed and sworn to before me this 20th *day of* July *,* 19 34

Notary Public.

S. F. No. 379—1000. Approved as to Form by Committee of Efficiency 11822.

53.806

Notice of Complete Application of Water to a Beneficial Use

RECEIVED JUL 23 1934 DIVISION OF HYDRAULICS

I, Rose E. Littleton, holder of Permit No. 1220 issued by the State Supervisor of Hydraulics of Washington for the appropriation of 0.2 second-feet of the waters of Barnes Creek, in accordance with the tenor of such permit and the limitations endorsed thereon by the State Supervisor of Hydraulics, completely applied the waters to a beneficial use on the 20th day of June, 1930, being within the time limitation as fixed in said permit or extended by the State Supervisor of Hydraulics for the complete application of water to a beneficial use.

(If all water granted in the permit has not been fully applied to beneficial use, give amount used in percentage to the whole, so that subsequent appropriators may have notice. If permit is for irrigation use, state per cent of lands not now watered.)

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of July, 1934

Star Route No. 1,
Port Angeles, Wash.
(Present Address)

Rose E. Littleton
(Signature of Applicant)

07-20-1934: notice of completion of construction: permit no. 1220

B.806

S. F. No. 378—1923. Approved as to Form ... Dept. of Efficiency. 10615.

Notice of Completion of Construction

RECEIVED JUL. 23 1934 DIVISION OF HYDRAULICS

I, Rose E. Littleton, the holder of Permit No. 1220 and Reservoir Permit No. ....., issued by the State Supervisor of Hydraulics of the State of Washington for the appropriation of 0.2 second-feet, and storage of ..... acre-feet of the unappropriated waters of ..... in accordance with the tenor of such permits and the limitations endorsed therein by the State Supervisor of Hydraulics, have completed the construction of the works described therein the 20th day of June, 19 34, being within the time limitation as fixed in said permit or permits extended by the State Supervisor of Hydraulics for the completion of construction work.

Remarks: .....

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of July, 19 34

Rose E Littleton
(Signature of Applicant)

Star Route No. 1,
Port Angeles, Wash.

07-20-1934: notice of beginning of construction: permit no. 1220

B.806

S. P. No. 276—1933. Approved as to Form ... Dept. of Efficiency. 10811.

Notice of Beginning of Construction

RECEIVED JUL 23 1934 DIVISION OF HYDRAULICS

I, Rose E. Littleton, the holder of Permit No. 1220, and Reservoir Permit No. ..., both issued by the Supervisor of Hydraulics of the State of Washington for the appropriation of 0.2 second-feet and the storage of ... acre-feet of the unappropriated waters of Barnes Creek in accordance with the tenor of such permits and the limitations endorsed thereon by the Supervisor of Hydraulics, began the actual construction of the works described therein on the 15th day of Dec., 19 33, being within the time limitation as fixed in said permit for the beginning of construction work.

The nature and the amount of the construction work already done is as follows: (This does not include preliminary investigation and reconnaissance.)

PER CENT COMPLETED:

Clearing ...%; Material in place ...%; Material on ground ...%; Excavation ...%; Structure ...%.

Any additional information which may tend to show good faith in the prosecution of the work ...

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of July, 19 34.

Star Route No. 1,
Port Angeles, Wash.
(Present Address)

Rose E. Littleton
(Signature of Applicant)

10-02-1928: affidavit of publication

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON, }
COUNTY OF CLALLAM } ss.

R. L. Ulmer, being first duly sworn, on oath deposes and says that he is the manager of THE DAILY EVENING NEWS, a newspaper published at Port Angeles, Clallam County, Washington, and has charge of the publication of said newspaper; that the publication of which the annexed is a true copy, was published in said newspaper proper (and not in supplement form) of said paper for three consecutive weeks, commencing on the

Notice of Water Right Appl...

as it was published in regular issues (and not in supplement form) of said paper for three consecutive weeks, commencing on the

12th day of October, 1928

and ending on the

26th day of October, 1928

both dates inclusive, and that said newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of $ 7.40, which amount has been paid in full, at the rate of $1.40 a hundred words for the first insertion and 35 cents a hundred words for each subsequent insertion.

R L Ulmer

Subscribed and sworn to before me this 29 day of Oct. 1928.

Marion Morrison

Notary Public in and for the State of Washington, Residing at Port Angeles.

2,475

RECEIVED NOV 19 1928 DIVISION OF HYDRAULICS

STATE OF WASHINGTON, OFFICE OF Supervisor of Hydraulics, Olympia.

Notice of Water Right Application 2419

To Whom It May Concern:

Notice is hereby given that Rose E. Littlet on of Port Angeles, Star Route 1, County of Clallam, State of Washington, under date of September 20, 1928, filed with the State Supervisor of Hydraulics, Olympia, Washington, an application for a permit to divert the public waters of Barnes Creek, tributary of Lake Crescent, in the amount of one-half cubic foot per second, subject to existing rights, from April 1 to September 30 of each year for the purpose of irrigation and continuously for domestic uses; that the approximate point of diversion is located within the NE¼ of Section [illegible], Township [illegible] N., Range 9 W. W. M., in Clallam County. A map showing the location and plan of said diversion and the place of the proposed use is on file in the office of the State Supervisor of Hydraulics, Olympia, Washington, together with such other information as is required by law.

Any person, firm or corporation whose right will be injuriously affected by said application may file with the State Supervisor of Hydraulics, at Olympia, Washington, such objections or representations, in writing, as he may desire to make within thirty (30) days after date of first publication, which date is October [illegible], 1928.

Witness my hand and official seal this 2nd day of October, A. D. 1928.

R. H. TIFFANY,
State Supervisor of Hydraulics.

Published Oct. 12, 19, 26, 1928.

Form 10

Cert. 806
Issued 12-2-34

STATE OF WASHINGTON
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
Division of Hydraulics

Application No. 2419 Permit No. 1220

APPLICATION FOR A PERMIT
To Appropriate Public Waters of the State of Washington

I, Rose E. LITTLETON (Name of applicant)

of Port Angeles, Star Route 1 (Postoffice), County of Clallam,

State of Washington, do hereby make application for a permit to appropriate the following described public waters of the State of Washington subject to existing rights:

If the applicant is a corporation, give date and place of incorporation

1. The source of the proposed appropriation is Barnes Creek (Name of stream)

tributary of (empties into Lake Crescent) (Allowed 0.2 c.f.s.)

2. The amount of water which the applicant intends to apply to beneficial use is one-half cubic feet per second.

3. The use to which the water is to be applied is domestic and irrigation (Irrigation, power, mining, manufacturing, domestic supplies, etc.)

4. Time during which water will be required each year for domestic purposes all the year and for irrigation six months each year April 1 to Sept. 30.

5. The approximate point of diversion is located S 15 Degrees 53 minutes West 2035.22 (Give distance and bearing to section corner)

feet from the north-east corner of Sec. 35

being within the NE¼ (Give smallest legal subdivision) of Sec. 35, Tp. 30 N. (No. N. or S.), R. 9 W. (No. E. or W.) W. M.,

in the county of Clallam

6. The pipeline (Main ditch, canal, or pipe line) to be 3,000 feet ~~miles~~ in length, terminating in the SW¼ of the NE¼ (Smallest legal subdivision) of Sec. 26, Tp. 30 N (No. N. or S.), R. 9 W. (No. E. or W.) W. M., the proposed location being shown on the accompanying map.

7. The name of the ditch, canal or other works is Rosemary Inn Pipeline

8. (a) Estimated cost of development necessary to utilize fully the appropriation herein asked for $ 1,600.00

(b) Do you own the required right-of-way? Only part of it

DESCRIPTION OF WORKS.

DIVERSION WORKS—

9. (a) Height of diversion dam 4 feet; length on top 75 feet; length at bottom 75 feet; material to be used and character of construction

cribbing; nut of cedar logs (Loose rock, concrete, masonry, rock and brush, timber crib, etc., wasteway over or around dam)

(b) Description of headgate timber 1 opening 12 inches (Timber, concrete, etc.; number and size of openings)

* When storage works are contemplated a storage permit must be filed in addition to the above. These forms can be secured, together with instructions, by addressing the State Supervisor of Hydraulics, Olympia, Washington.

CANAL SYSTEM—

10. (a) *Give approximate dimensions at each point of canal where materially changed in size, stating miles from headgate. At headgate: Width on top (at water line)* ..... *feet; width on bottom* ..... *feet; depth of water* ..... *feet; grade* ..... *feet fall per one thousand feet.*

(b) *At* ..... *miles from headgate: Width on top (at water line)* ..... *feet; width on bottom* ..... *feet; depth of water* ..... *feet; grade* ..... *feet; depth of water* ..... *feet; grade* ..... *feet fall per one thousand feet.*

SUPPLY THE FOLLOWING INFORMATION ACCORDING TO USE PROPOSED:

IRRIGATION—

11. *The land to be irrigated has a total area of* twelve (12) *acres, described as follows:* In Lot 6 in Sec. 26, Township 8 N., of Range 9 W.M.
(Give legal subdivision by section, township and range)

(If more space is required, attach separate sheet)

12. *Does the above described land border on the stream from which you desire to appropriate water?* No

DUTY OF WATER—

Character of soil: Depth 2 feet, *sandy* loam, *volcanic ash loam*, *clay*, *etc.*

Annual precipitation 30 *inches; precipitation during growing season* 0 *inches; Depth of irrigation water required*
(Expressed in feet or inches)

POWER, MINING, MANUFACTURING, OR TRANSPORTATION PURPOSES—

13. (a) *Total amount of power to be developed* ..... *H. P.*
(Theoretical horsepower)

(b) *Total fall to be utilized* ..... *feet.*
(Head)

(c) *The nature of the works by means of which the power is to be developed*

(d) *Such works to be located in* ..... *of Sec.* .....
(Legal subdivision)

Tp. ..... (No. N. or S.), *R.* ..... (No. E. or W.) *W. M.*

(e) *To what stream is the water to be returned*

(f) *Locate point of return* ..... *Sec.* .....

Tp. ..... (No. N. or S.), *R.* ..... (No. E. or W.) *W. M.*

(g) *The use to which power is to be applied is*

1220

MUNICIPAL SUPPLY—

14. *To supply the city of* ____ (Name)

County, having a present population of ____

and an estimated population of ____ *in 19*____.

15. *Estimated present requirement* ____

16. *Estimated future requirement* ____

17. *Construction work will begin on or before* ____

18. *Construction work will be completed on or before* ____

Duplicate maps of the proposed ditch or other works, prepared in accordance with the rules of the State Supervisor of Hydraulics accompany this application.

Rose E. Littleton
(Name of applicant)

Signed in the presence of us as witnesses:

(1) W. J. Conniff (Name), Port Angeles, Wash. (Address of witness)

(2) John Daum (Name), Port Angeles Wash. (Address of witness)

Remarks: ____

STATE OF WASHINGTON, } ss.
COUNTY OF THURSTON. }

This is to certify that I have examined the foregoing application together with the accompanying maps and data, and return the same for correction or completion, as follows: ____

In order to retain its priority, this application must be returned to the State Supervisor of Hydraulics, with corrections, on or before ____, *19*____.

WITNESS my hand this ____ *day of* ____, *19*____.

____
State Supervisor of Hydraulics.

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions. If for irrigation, this appropriation shall be subject to such reasonable rotation system as may be ordered by the State Supervisor of Hydraulics.

And is further subject to prior rights of those who are now diverting and utilizing waters from said stream.

The amount of water appropriated shall be limited to the amount which can be applied to beneficial use and not to exceed 0.2 *cubic feet per second, or its equivalent in case of rotation.*

The priority date of this permit is Sept. 20,1928

Actual construction work shall begin on or before December 15th,1929 *and shall thereafter be prosecuted with reasonable diligence and be completed on or before* December 15th,1930

Complete application of the water to the proposed use shall be made on or before June 15th,1931

Given under my hand and the seal of this office at Olympia, Washington, this 13th *day of* December, 1928.

Conditions Accepted:

Permittee.

R. E. TIFFANY
State Supervisor of Hydraulics.

Application No. 2419 *Permit No.* 1220

PERMIT

To Appropriate Public Waters of the State of Washington

Filed by Rose E. Littleton *County of* Clallam

This instrument was first received in the office of the State Supervisor of Hydraulics, Olympia, Washington, on the 20th *day of* September, 19 28, *at* 8:30 *o'clock* A. *M.*

Approved December 13th,1928

R. E. TIFFANY
State Supervisor of Hydraulics.

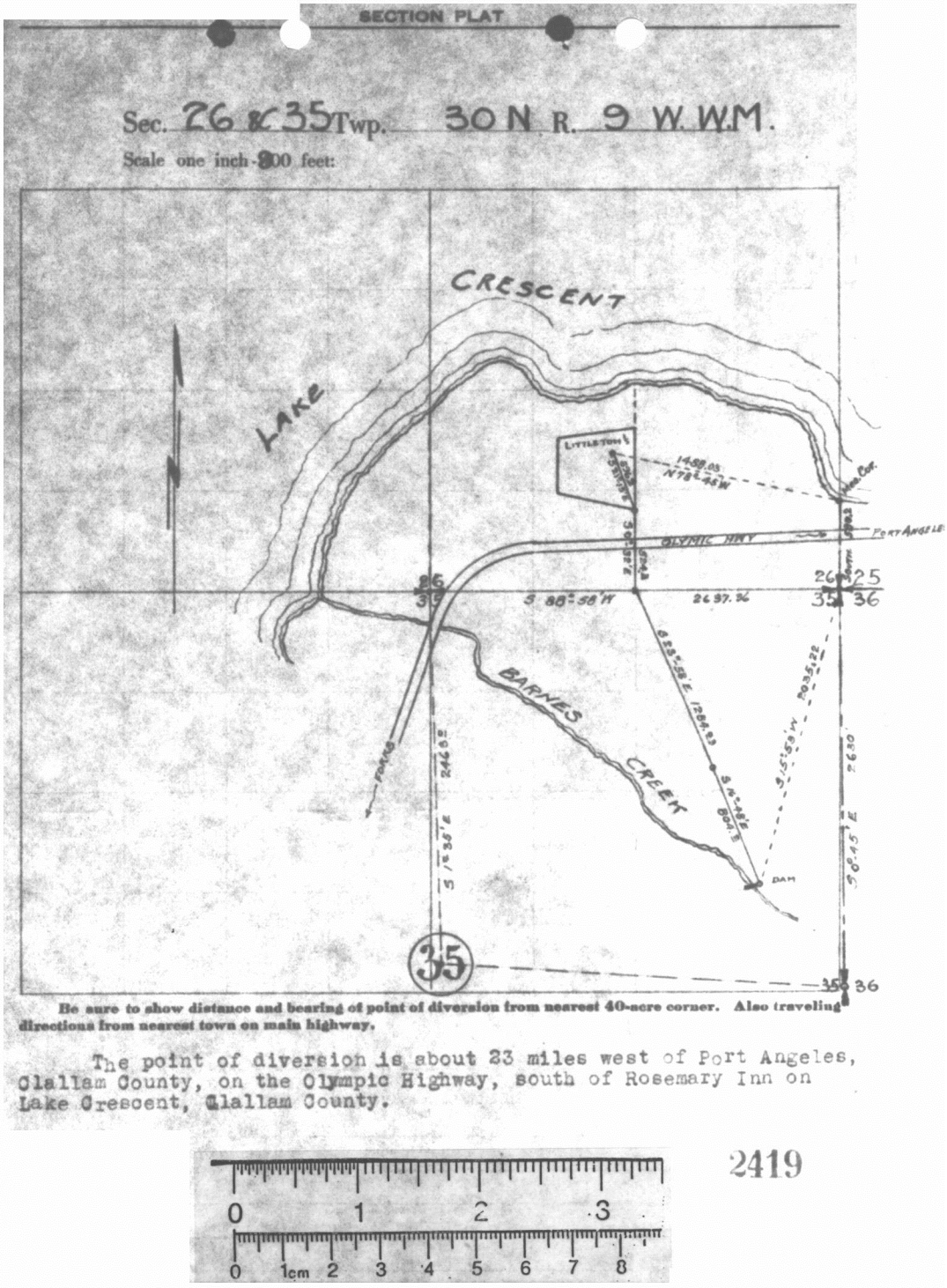
Before your certificate of water right is issued it will be necessary for you to file with the State Supervisor of Hydraulics a copy of each of the following reports:

1st. Progress reports (in case temporary permit is issued).
2nd. Affidavit of publication of notice of water right application.
3rd. Notice of beginning of construction.
4th. Notice of prosecution of work with diligence.
5th. Notice of completion of construction.
6th. Notice of application of water to a beneficial use.
7th. Proof of appropriation of water.

Upon a satisfactory showing that the appropriation has been perfected as provided by statute the State Supervisor of Hydraulics will issue a water right certificate.

(Blanks will be furnished by the office of State Supervisor of Hydraulics.)

00-00-0000: topographical map of sec. 26 and 35, t30n, r9w



Land History

CHH:vs

210845

STATUTORY WARRANTY DEED

THE GRANTOR Rose E. Littleton, a widow, as her separate estate, for and in consideration of Twenty Thousand Three Hundred Dollars ($20,300.00) in hand paid, conveys and warrants to the United States of America and its assigns the following described real estate, situated in the County of Clallam, State of Washington:

Parcel "A" Tracts one (1) and two (2) of Point Pleasant, according to plat thereof recorded in volume 4 of plats, page 18, records of said county, together with second class shore lands adjoining.

Parcel "B" West seventy five feet (measured along the north line of the State Highway) of that portion of lot one (1), Aldwells Lake Crescent Villa Sites, according to plat thereof recorded in volume 4 of plats, page 14, records of said county, lying north of State Highway, EXCEPT that portion thereof conveyed to Clallam County by deed recorded in volume 127 of deeds, page 79, under auditor's file No. 162275, records of said county, described as follows:

Commencing at a point 35 feet east of the westerly line of lot 7, Section 26, Township 30 North, Range 9 West, where said line is intersected by the southerly boundary of the County Road; thence southerly parallel to said lot line to intersection of northerly boundary of State Highway; thence easterly along said northerly boundary of the said highway 40 feet; thence northerly and parallel to said boundary line of lot 7 to the southerly line of the County Road; thence along said southerly line of the County Road 40 feet to the point of beginning.

Parcel "C" That portion of Government lot Six (6), Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:

Beginning on the east line thereof 525.17 feet north of the southeast corner of said lot; thence north 536.14 feet; thence south 82° 08' west 495.24 feet; thence south 359.62 feet; thence south 77° 07' east 493 feet to point of beginning, together with an easement for pipe line over a portion of said lot adjoining on the south as granted in volume 113 of deeds, page 378, under auditor's file No. 123682, records of said county, described as follows:

From a point beginning at the southeast corner of lot 6 in Section 26, Township 30 North of Range 9 West, W.M. to a point on the south line of what

known as Rosemary Motel property in the northeast corner of said lot 6, the said line running in a general northwesterly direction from the said southeast corner of said lot 6 to the south line of said Rosemary Motel property.

Parcel "D" That portion of Government lot Six (6), Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:

Beginning at the northeast corner of said lot; thence south 82° 08' west along the meander line 485.24 feet; thence south 250 feet; thence north 82° 08', east 485.24 feet; thence north to the point of beginning, together with second class shore lands adjoining.

Parcel "E" That portion of Government lot Six (6), Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:

Beginning on the east line thereof 1061.31 feet North of the southeast corner of said lot; thence south 82° 08' west 485.24 feet to the true point of beginning; thence north 82° 08' east 485.24 feet; thence north along east line of said lot 20.19 feet more or less to a point 250 feet south of the meander line of said lot; thence south 82° 08' west 485.24 feet; thence south 20.19 feet more or less to true point of beginning.

together with all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and particularly that certain right for the diversion of .20 cubic feet of water per second from Barnes Creek in Section 35, Township 30 North, Range 9 West, W.M., evidenced by Certificate issued by the Washington State Supervisor of Hydraulics No. 806, Permit No. 1220, including the existing pipe line and dam, and any and all other pipe lines and facilities serving the above described property and any and all easements or other rights used in connection with serving said pipe lines.

Subject to reservations contained in United States patents and exceptions and reservations contained in deed from the State of Washington to the shore lands above described, which deed is recorded in Volume 8s of Deeds, page 414, under auditor's file No. 58563, records of Clallam County, Washington, whereby the State

GPO 16—29065-1

VOL 161 PAGE 511

of Washington saves, excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., together with the right to enter upon said lands for the purpose of opening, developing and working mines, etc.

Dated this 29th day of September, 1943.

Rose E. Littleton
Rose E. Littleton

STATE OF WASHINGTON)
: ss
COUNTY OF CLALLAM)

On this day personally appeared before me Rose E. Littleton, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of September, 1943.

G. W. RALSTON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES NOV. 27, 1944

G. W. Ralston
Notary Public in and for the State of Washington, residing at Port Angeles.



04-03-1944: stamp of receipt

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210845

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Filed for Record at the request
of United States
APR 3 - 1944 A. D., 19
at Filed for Rec. 11 45 A M
and recorded in vol. 161 of
Deeds page 539
records of Chelan County, Wn.
Fred P. Johnson
County Auditor
By Nan M Ulmer
Deputy

VOL 161 PAGE 539

C O P Y

CLALLAM COUNTY ABSTRACT COMPANY
Agents For
Washington Title Insurance Co.

Port Angeles, Washington

August 31, 1942

Joseph E. Taylor, Attorney
503 Stewart-Henry & White Building
Seattle, Washington

Dear Sir:

Attorney Wm. J. Conniff of this city and Mr. Preston Macy, Supervisor of the Olympic Park, advised us that the Park Service Department contemplated purchasing the property of Rose E. Littleton, that as a preliminary to this purchase it is necessary for you to have and that you would like a description of the property, therefore in order to assist in this transaction we are sending to you the same. The property in question is described as follows:

IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON

Parcel "A" Tracts One (1) and Two (2) of Point Pleasant, according to plat thereof recorded in volume 4 of plats, page 18, records of said county, together with second class shore lands adjoining.
ALSO
Parcel "B" West seventy five feet (measured along the north line of the State Highway) of that portion of lot One (1), Aldwells Lake Crescent Villa Sites, according to plat thereof recorded in Volume 4 of plats, page 14, records of said county, lying north of State Highway, except county road.
ALSO
Parcel "C" That portion of government lot Six (6), Section Twenty six (26), Townsite Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:
Beginning on the east line thereof 525.17 feet north of the southeast corner of said lot; thence North 536.14 feet; thence south 82° 08' west 485.24 feet; thence south 359.62 feet; thence south

77° 07' east 493 feet to point of beginning, together with an easement for pipe line over a portion of said lot adjoining on the south as granted in volume 118 of deeds, page 378, under auditor's file No. 128682, records of said county.

ALSO

Parcel "D" That portion of government lot Six (6), Section Twenty six (26), Township Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:

Beginning at the northeast corner of said lot; thence south 82° 08' west along the meander line 485.24 feet; thence south 250 feet; thence north 82° 08', east 485.24 feet; thence north to the point of beginning, together with second class shore lands adjoining.

ALSO

Parcel "E" That portion of government lot Six (6), Section Twenty-six (26), Township Thirty (30) North, Range Nine (9), West of the Willamette Meridian, described as follows;

Beginning on the east line thereof 1061.31 feet North of the Southeast corner of said lot; thence South 82° 08' west 485.24 feet to the true point of beginning; thence North 82° 08' East 485.24 feet; thence North along East line of said lot 20.19 feet more or less to a point 250 feet South of the meander line of said lot; thence South 82° 08' West 485.24 feet; thence South 20.19 feet more or less to true point of beginning.

At the time a previous examination on this property was made during the year 1939, we found this property was subject to the following rights of way, easements and exceptions, to-wit:

1. Rights of way for ditches, canals, pipe lines, and flumes over and across said premises, if in fact any portion thereof is burdened thereby, together with the right to enter upon said premises for the purpose of repairing, operating, and maintaining the same.

2. Exceptions and reservations contained in deed from the State of Washington under which title is claimed to said shore lands; recorded in volume 88 of deeds, page 414, under auditor's file No. 58563, records of said county, whereby the grantor saves, excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., together with the right to enter upon said lands for the purpose of opening, developing and working mines, etc., provided that no rights shall be exercised under this reservation until provision has been made by the state, its successors or assigns, for full payment of all damages sustained by owner by reason of such entering.

3. Right of the State of Washington, or any grantee or lessee thereof, to acquire the right of way over said shore lands for private railroads, skid roads, flumes, canals, water courses or other easements for the purpose of and to be used in the transportation and moving of timber, stone, minerals or other products from other lands, upon paying reasonable compensation therefor.

4. Easement for perpetual right of way over and across a portion of government lots 6 & 7, Section 26, Township 30 North, Range 9 West of Willamette Meridian, granted by Nettie R. Barnes and Paul Barnes, her husband to The Kelly Printing Company, a Washington corporation, by instrument dated September 10, 1910, recorded November 4, 1914, in volume 93 of Deeds, page 430, records of said county.

5. Easement for perpetual right of way over and across a portion of government lots 6 and 7, Section 26, Township 30 North, Range 9 West of Willamette Meridian, granted by Paul Barnes and Nettie R. Barnes, his wife to George A. Glines, by instrument dated December 5, 1911, recorded July 26, 1912, in volume 87 of Deeds, page 534, records of said county.

We of course, have made no further examination of this title since 1939 and understand that such examination is not pertinent at present and that if the deal is consumated, a complete examination will be necessary and title evidence furnished.

This property carries quite a lengthy and involved chain of title and in as much as we have previously made an examination we are very familiar with it and can therefore, render you very prompt and efficient service should title evidence be desired and we are favored with the order.

We are very pleased to furnish the information contained in this letter and if anything further is desired kindly advise us.

Yours very truly,

CLALLAM COUNTY ABSTRACT COMPANY

By /s/ G. Warren Deniger.

Manager.

GWD:mh

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02-07-1952: letter to president and general manager from acting director regarding recent meeting discussion

W.R. Copy

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

In reply refer to:
C3823 OLYM-B

February 7, 1952

Through: Regional Director,
Region Four
Through: Superintendent,
Olympic National Park

Mr. H. S. Sanborn
President and General Manager
National Park Concessions, Inc.
Mammoth Cave, Kentucky

My dear Mr. Sanborn:

During the recent meeting of your Board of Directors in Washington, we were advised orally that your Corporation is willing to undertake the operation of the Lake Crescent Lodge in Olympic National Park, under the Corporation's general contract I-lp-18179. Accordingly, you are notified that the Lake Crescent Lodge, Olympic National Park, is hereby designated as an area in which National Park Concessions, Inc., shall furnish facilities for the public in accordance with the provisions of contract I-lp-18179, dated April 1, 1942.

Please have the Corporation's acceptance of this addition to its contract acknowledged by a duly authorized officer of the Corporation, in the space provided therefor at the bottom of this letter, and return two accepted copies of the letter to this Office through the Superintendent, Olympic National Park. Two certified copies of the delegation of authority to the officer accepting this designation of area should be attached.

Sincerely yours,

(SGD.) Hillory A. Tolson

Hillory A. Tolson
Acting Director

Enclosures 2

Accepted this 29th day of March, 1952

NATIONAL PARK CONCESSIONS, INC.

By (SGD.) H. S. Sanborn

Title President and General Manager

23021

Interior--Duplicating Section--Washington 25, D. C.

01-28-1952: agreement between acting director and a contractor: contract #14-10-0100-2

Contract No. 14-10-0100-2

A G R E E M E N T

THIS AGREEMENT by and between the UNITED STATES OF AMERICA, acting in this behalf by Hillory A. Tolson Acting Director, NATIONAL PARK SERVICE, United States Department of the Interior, party of the first part and hereinafter referred to as the "GOVERNMENT", and FRANK P. DONAHUE, an individual, of Port Angeles, Washington, party of the second part and hereinafter referred to as the "CONTRACTOR":

WHEREAS, the Government is the owner of certain windthrown timber, marked trees (or trees which will be marked), and standing snags, located in the general vicinity of Section 1, Township 29 North, Range 10 West W.M., Olympic National Park, in Clallam County, Washington; and

WHEREAS, the windthrown timber, marked trees, and standing snags constitute a fire hazard and a possible source of insect infestation and disease, and should be removed for the protection and conservation of the scenery of the Park; and

WHEREAS, Section 3 of the Act of August 25, 1916 (39 Stat. 535), establishing the National Park Service, authorises the Secretary of the Interior, upon terms and conditions to be fixed by him, to sell or dispose of timber in those cases when in his judgment the cutting of such timber is required to conserve the scenery or other natural features of the national parks; and

WHEREAS, the said disposal authority has been delegated by the Secretary of the Interior to the Director of the National Park Service; and

WHEREAS, by the Act of June 5, 1920 (41 Stat.917), and other acts relating to the administration of the National Park System, the Congress has recognised the desirability and adopted the policy of bringing into Federal ownership wherever possible, for use and enjoyment by the public, the privately ownedlands situated within the boundaries of the national parks; and

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WHEREAS, there are situated within the boundaries of OLYMPIC NATIONAL PARK privately owned lands, the acquisition of which by the Government will be in accord with the aforementioned general Congressional policy and contribute to the conservation of the scenery within said Park; and

WHEREAS, the Contractor desires to effect an exchange with the Government of certain of the privately-owned lands within said Park for the right to cut and remove an equivalent value of salvable Government timber heretofore described; and

WHEREAS, the Contractor, on the 25th day of January, 1952, entered into an agreement with the Peninsula Plywood Corporation, of Port Angeles, Washington, pursuant to which the said corporation agrees, upon order of the Contractor, to convey to the "United States of America and its assigns" that certain property on Lake Crescent, Olympic National Park, known as the Bovee Property, and

WHEREAS, the Contractor desires to effect an exchange with the Government of the Bovee Property, together with appurtenances, for the right to cut and remove an equivalent value of salvable Government timber heretofore described, and

WHEREAS, it appears that the consummation of such an exchange will be in the public interest;

W I T N E S S E T H:

That in consideration of the mutual covenants, agreements and stipulations hereinafter mentioned and contained, the parties hereto have mutually COVENANTED and AGREED, and by these presents do mutually COVENANT and AGREE to and with each other as follows:

ARTICLE I - CONVEYANCE OF LAND

1. In exchange for the timber removal rights granted to him by the Government, the Contractor, pursuant to the terms of this agreement, agrees to convey to the "United States of America and its assigns" by proper deed of conveyance, with general warranty of title, subject only to the exceptions contained herein, those certain pieces or parcels of land situate in Clallam County, State of Washington,

within the boundaries of OLYMPIC NATIONAL PARK, particularly described as follows:

PARCEL A

The west 102.6 feet, measured along the southerly line thereof, of Lot 7 and all of Lot 8, Point Pleasant, according to plat thereof recorded in Volume 4 of Plats, page 18, records of said County; and

That portion of Government Lot 6, Section 26 lying southerly of the following described line: BEGINNING at a point on the west line of said Lot 6, 813 feetnorth of the southwest corner thereof; thence south 77° 07' east to a point in the east line of said lot; and

The Northwest Quarter of the Northeast Quarter, Section 35; and

Government Lot 1, Section 35;

ALL in Township Thirty (30) North, Range Nine (9) West of Willamette Meridian.

EXCEPT that portion of said Lot 6 conveyed to Wilston Realty Corporation by deed recorded under Auditor's File No.257072, records of said County, and more particularly described as follows: BEGINNING at a point on the south line of the Plat of Point Pleasant, which plat is recorded in Volume 4 of Plats, at page 18 of the records of the Auditor's Office of Clallam County, and from which point the concrete monument now marking the quarter section corner common to Sections 26 and 35 in Township 30 North, Range 9 West W.M. bears South 40° 48' West 909.92 feet distant; thence South 39° 11' East 39.64 feet; thence South 343.7 feet to the north margin of Primary State Highway No.9; thence North 89° 58' East along said North margin of Primary State Highway No.9, 125.00 feet; thence north 339.5 feet to the South line of the Plat of Point Pleasant; thence North 77° 07' West along said South line 153.9 feet to the point of beginning,

AND EXCEPT that portion of said Lot 6, the Northwest Quarter of the Northeast Quarter and Government Lot 1, conveyed to Peninsula Plywood Corporation by deed recorded under Auditor's File No.263953, records of said County and more particularly described as follows: That portion of Government Lots 5 and 6, Section 26 and of the Northwest Quarter of the Northeast Quarter and Government Lot 1, Section 35, all in Township 30 North, Range 9 West W.M., described as follows: BEGINNING at a point in the northwesterly right of way line of primary State Highway No.9, opposite Engineer's Station 232 plus 87.80 of said highway, and distant 346.20 feet North 51° 11' 00" East from the quarter section corner in the South line of said Section 26; thence southwesterly along said right of way line, on a curve to the left with a radius of 603.00 feet, the radial center of said curve bearing South 32° 37' 49" East, a distance of 433.80 feet to an offset in said right of way line at

Engineer's Station 237 plus 00; thence along the line of said offset, North 73° 50' 50" West (radial to said curve) 15.00 feet; thence southerly along said right of way line, on a curve to the left with a radius of 619.00 feet, a distance of 66.33 feet to a point which bears south 85° 57' 00" West, 46.50 feet from Engineer's Station 237 plus 50.20, said point being in the channel of Barnes Creek; thence south 85° 57' 00" West 940.20 feet to a point at the southwesterly corner of the bulkhead on the North bank of said Barnes Creek; thence North 45° 51' 00" East 358.9 feet to the meander corner between said Sections 26 and 35; thence North 29° 52' 00" East 368.50 feet; thence North 22° 21' 00" East 294.60 feet to a point from which the point of beginning bears south 60° 42' 00" East; thence South 60° 42' 00" East 766.30 feet to the point of beginning,

AND EXCEPT the South 575 feet, measured parallel to the South line thereof, of said Government Lot 1;

AND EXCEPT State Highway No.9.

PARCEL B

That portion of Government Lot 5, Section 26, Township 30 North, Range 9 West W.M., lying northerly of the following described line: BEGINNING at a point in the northwesterly right of way line of Primary State Highway No.9, in Government Lot 6, said Section 26, which point is opposite Engineer's Station 232 plus 87.80 of said Highway, and distant 346.20 feet from the quarter section corner in the south line of said Section 26; thence North 60° 42' 00" West 766.30 feet, more or less, to the shoreline of Lake Crescent; TOGETHER with second class shore lands adjoining, as the same were conveyed by the State of Washington.

TOGETHER with the water system as now installed and all other appurtenances thereto appertaining.

BUT SUBJECT, nevertheless, to the following listed easements and reservations:

(a) EASEMENT over and across said portion of Lot 6, described as follows:

A strip of land eight (8) feet on each side of the following described center line: COMMENCING at the southeast corner of Lot 5, Plat of Point Pleasant, thence South 21° 17' East 5.55 feet, thence on a 60° curve to the right 66.93 feet to Station 0 plus 72.48, thence South 12° 11' West to Station 3 plus 06.03, thence on a 100° curve to the left to Station 3 plus 68.45, thence South 50° 14' East to Station 4 plus 71.45 to the intersection of the Olympic Highway, all being in Lot 6, Section 26, Township 30 North, Range 9 West W.M., for private road, granted by A. J. Singer and Julia Singer, husband and wife, to J. Lloyd Aldwell, by instrument dated January 15, 1926, recorded February 11, 1926 in Volume 113 of Deeds, page 320, under Auditor's File No.108410, records of said County. (Affects Parcel A)

(b) EASEMENT over and across said portion of Lot 6 for pipe line, granted by Lake Crescent Company, a Washington corporation, to Rose E. Littleton, by instrument dated May 3, 1929, recorded May 6, 1929 in Volume 118 of Deeds, page 378, under Auditor's File No.128682, records

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of said Clallam County. (Affects Parcel A)

(c) PERMIT granted by Seattle Trust Company to the owner of property described as follows: BEGINNING at the meander point on the shore of Lake Crescent between Lots 5 and 6, Section 26, Township 30 North, Range 9 West W.M., thence running south between said Lots 5 and 6, 230 feet, thence North 77° 34' 30" West to the East shore of Lake Crescent, thence North 44° 07' East 200 feet; thence North 36° 68' East to place of beginning, being in Section 26, Township 30 North, Range 9 West W.M.;

ALSO a strip of land 50 feet wide running full length of and parallel to the north line and being the North 50 feet of the following described tract: BEGINNING at a point 813 feet due North of the Southeast corner of Government Lot 5, the same being the quarter corner of Sections 26 and 35, Township 30 North, Range 9 West W.M.; thence North 77° 07' West 279 feet and 63 hundredths feet to the shore line of Lake Crescent; thence North 30° 58' East 189.6 feet along the meander line of Lake Crescent; thence South 77° 34' 30" East 178.93 feet; thence South 186.55 feet to place of beginning, to take sufficient water for domestic and irrigation purposes upon said last described tracts, from the water system installed upon the premises described above, upon certain terms and conditions by instrument dated August 23, 1933, and recorded August 31, 1933, under Auditor's File No.152090. (Affects Parcels A and B)

(d) EASEMENT over and across said portion of Lot 6, for pipe line granted by Seattle Trust and Savings Bank to owners of Lots 3, 4, and 5 Point Pleasant by instrument dated March 31, 1936, recorded April 9, 1936 in Volume 127 of Deeds, page 568, under Auditor's File No.166861, records of said County, together with the right to take sufficient water for domestic and irrigation purposes on said lots, from the water system installed upon the premises described above. (Affects Parcel A)

(e) AND RESERVING to the grantors, their heirs, successors and assigns, forever, an easement for a water pipe line as the same is now installed along the easterly line of said Lot 1, said pipeline to be used in connection with and for the benefit of the south 575 feet, measured parallel to the South line thereof of said Lot 1.

2. The Contractor covenants and agrees that the title to all property to be conveyed by him pursuant to this agreement shall be free and clear of all liens and encumbrances of any kind and nature whatsoever, including taxes, assessments, judgments, or other liens of record or otherwise, except the reservations heretofore listed, and that he will pay all necessary expenses attendant upon the preparation of abstracts of title or certificates of title, conveyances and releases, and the recording thereof.

3. The agreed value of the property being conveyed pursuant to this agreement is One Hundred Thirty-one Thousand Seven Hundred Fifty ($131,750.00) Dollars, of which $88,560.00 is the agreed value

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of Parcel A and $43,190.00 is the agreed value of Parcel B.

4. In the event the Contractor, for reasons beyond his control, is unable to convey the land with title satisfactory to the United States, the Government may elect to receive payment in cash for the salvable timber removed by the Contractor.

5. The Contractor shall convey Parcel A to the United States within a reasonable time after the execution of this contract, and shall convey Parcel B to the United States during the calendar year 1954, but not necessarily before September 15, 1954.

6. It is understood and agreed that Walter G. Bovee and Bessie C. Bovee, husband and wife, former owners of said Parcels A and B, are to remain in possession of Parcel B not later than September 10, 1954, pursuant to the provisions of a contract of sale between the said Walter G. Bovee and Bessie C. Bovee and Peninsula Plywood Corporation, dated October 30, 1951. Said Walter G. Bovee and Bessie C. Bovee, during their occupancy of Parcel B are entitled to take water from the water system as now installed on any of the property herein described for domestic and irrigation purposes, but not beyond September, 1954.

7. It is understood and agreed, however, that notwithstanding any provision in the aforesaid contract of October 30, 1951, between Walter G. Bovee and Bessie C. Bovee and Peninsula Plywood Corporation for the use of water or pipe lines, the said Walter G. Bovee and Bessie C. Bovee shall have the right to take only such water as is surplus to the Federal needs from the water system which is now appurtenant to said Parcel B at a price to be prescribed by the Government, for domestic or irrigation purposes on their remaining land and such land as they have previously conveyed to others with appurtenant rights to take such water, but nothing in this agreement shall be construed as establishing any greater right of access to Barnes Creek than has previously been granted by revocable special use permit issued by the Government and nothing herein contained shall be held to constitute recognition by the Government of any rights to the use of water under the water laws of the State of Washington by any of said land owners which were not appurtenant to said land on December 20, 1951.

8. It is further understood and agreed that Walter G. Bovee and Bessie C. Bovee have the right to remove one fire truck house on said Lot 5, adjacent to the Lake Crescent Lodge property, one

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small house on skids near the barn on said Lot 1, wood and poles already cut and piled upon the premises, all within one year from October 30, 1951.

9. It is further understood and agreed that the property, until conveyed to the United States, shall be at the sole risk and responsibility of the Contractor, and in the event of any loss or damage by fire or other casualty whatsoever, the price shall be reduced to the extent of said loss or damage. The amount of said loss or damage shall be arrived at by agreement of the parties. In the event of such loss or damage, the Government may elect to reduce the amount of logs to be removed by the Contractor, or, if the logs have been removed, to receive payment therefor in cash at the prices stipulated herein.

ARTICLE II - LOGGING OPERATIONS

1. Subject to the terms and conditions of this agreement, the Contractor is hereby authorized to cut and remove the windthrown timber, marked trees, and standing snags in the location hereinbefore described, as may be designated from time to time by the Superintendent of Olympic National Park, or his authorized representative, hereinafter referred to as the "Superintendent". Timber removal operations shall be completed by June 30, 1953, provided that in the event of unforeseen delays resulting from factors over which the Contractor has no control, an extension of time may be granted by the Superintendent.

2. The actual value of the timber to be designated by the Superintendent for removal by the Contractor shall be $131,750.00, and shall be determined on the basis of a water scale made by official scalers of the Puget Sound Log Scaling and Grading Bureau for all timber which shall be placed in the water at Port Angeles, Washington, or by a scaler satisfactory to the Superintendent for logs delivered to any sawmill in Port Angeles, Washington, or for pulpwood cut in cordwood lengths. The actual value of the logs is to be computed on the following listed rates per M. feet Scribner Decimal C. Rule by species and grade:

Douglas Fir	
#1 Peeler Logs	$ 62.00
#2 Peeler Logs	52.00
#3 Peeler Logs	38.00
#1 Saw Logs	13.25
#2 Saw Logs	1.00
#3 Saw Logs	1.00
#1 Peeler Blocks	48.00
#2 Peeler Blocks	38.50
#3 Peeler Blocks	28.25
#1 Peeler Blocks less than 8' 6"	28.00
#2 Peeler Blocks less than 8' 6"	18.50
#3 Peeler Blocks less than 8' 6"	8.25
Hemlock & White Fir	
Peeler Logs	8.50
#1 Logs	3.50
#2 Logs	1.50
#3 Logs	1.00
Spruce	
Select Spruce	38.50
#1 Logs	13.50
#2 Logs	3.50
#3 Logs	1.00
Cedar	
#1 Logs	46.50
#2 Logs	5.00
#3 Logs	1.00
Pulpwood, per cord	.50
Broken chunks, slabs, and pieces of any species which can be salvaged but not classed as logs	1.00

It is recognized by the parties hereto that logging practice does not permit the removal of an exact amount of timber the volume of which is to be determined by water scale at a later time, but so far as is consistent with such practice the Contractor shall endeavor to cease removal of timber when the aforesaid value of $131,750.00 has been reached. In the event the value of the timber removed exceeds $131,750.00, the Superintendent shall issue a timber sale permit to the Contractor covering such excess timber removed and calling for payment at the stumpage rates hereinabove specified.

3. The Contractor, during the period which he has timber cutting rights as provided herein, and without payment to the Government, shall have access to and the privilege of using sand and gravel upon the lands of the United States which may be designated by the Superintendent, on condition that said sand and gravel shall be used only for road construction or road maintenance.

4. In areas marked for cutting which result in clear cutting the Contractor shall fell all snags over 25 feet in height, and in the areas marked for partial cutting the Contractor shall fell all snags marked for cutting whether or not the snags contain merchantable material.

5. The Contractor shall remove and account for all merchantable material, either as logs, blocks, chunks, pieces, or pulpwood. Merchantable logs are defined as logs of any species which are at least 12 inches in diameter at the small end and contain 80 board feet gross scale, 1/2 net scale, except that the Contractor may at his option cut #3 hemlock of any size into pulpwood, and any hemlock 18" in D.B.H.

6. It is the intent of both parties hereto that the logging operations hereby authorized shall be limited to the use of tractors and arches unless other logging equipment and methods are specially authorized by the Superintendent; and that all logging operations shall be performed by the Contractor in a good and workmanlike manner, consistent with good logging practices and to the satisfaction of the Superintendent. And to this end the young unmerchantable growth and all trees not marked for cutting shall be protected as much as shall be practicable during said operations.

It is further expressed as the intention of the parties hereto that the logging provided for herein shall, at all times, be conducted with a view toward protection of natural features in surrounding areas. To that end, the Contractor agrees that marked timber which is felled in the area immediately contiguous to other timber exempted from cutting shall, wherever practicable, be felled away from timber so reserved from cutting. Trees marked for cutting in the areas to be partially cut which can be felled so the tops will fall into the areas marked for clear cutting, shall be so felled. Stumps shall be cut as low as practicable, consistent with good logging practice and to the satisfaction of the Superintendent. Where required by the Superintendent, stumps shall be covered with dirt or duff.

7. It is further agreed that the Contractor, his agents and employees, and his sub-contractors and their agents and employees,

operating in the Park under and by virtue of this agreement, shall, while within the Park, strictly observe all of the rules and regulations of the Federal Government for Olympic National Park, so far as they are not inconsistent with the provisions of this agreement.

8. Any temporary shelters or other structures erected upon any of the lands within Olympic National Park affected by this agreement, and the grounds in their vicinity, shall be kept in a clean and sanitary condition, and all rubbish shall be removed and burned or otherwise disposed of to the satisfaction of the Superintendent. Any and all of said structures shall be removed from the premises upon completion of the logging operations and the sites restored to the satisfaction of the Superintendent.

9. During the time that any logging, construction, or other operations are under way on any of the Government lands involved in this agreement, the Contractor will independently do all in his power to prevent and suppress forest fires on such lands and in the vicinity thereof, and will require his agents and employees to do likewise. The Contractor and his agents and employees shall, as long as this agreement is effective, fight forest fires which may occur within the area subject to logging, or occur elsewhere as a result of the Contractor's operations, independently or under the direction of a Park officer, without recompense from the Government. During periods of fire danger, as designated by the Superintendent, the Contractor shall prohibit smoking and building of fires by his agents and employees. Fire fighting tools and equipment as specified by the Superintendent shall be kept in suitable caches by the Contractor at points designated by the Superintendent, and shall be used only for the suppression of forest fires.

10. The right of the Contractor to remove the designated timber under this agreement shall include the privilege of constructing, repairing, maintaining, and using any tractor or truck roads necessary for logging said timber, but such tractor or truck roads must be constructed to specifications and in locations acceptable to the Superintendent and be maintained by the Contractor in a condition satisfactory to the Superintendent. Such maintenance shall also include that portion of

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the existing Soleduck River Road used by the Contractor in his operations hereunder.

Use of the roads is not exclusive and said roads may be used by others, and the maintenance thereof pro-rated on an equitable basis as approved by the Superintendent.

11. The Contractor assumes full responsibility for cutting only that timber designated by the Superintendent and any standing green timber cut in trespass or destroyed or felled by reason of careless operations, as determined by the Superintendent, shall be paid for by the Contractor at triple the stumpage price specified herein.

12. Spark arresters, as approved and required by the Superintendent, shall be maintained on all motorized and fuel burning equipment operating within the boundaries of Olympic National Park.

13. It is the intent of both parties hereto that in connection with the timber removal operations stumps are to be cut as low as reasonably possible; that close utilization of material is essential; that any material over 4 inches in diameter suitable for pulpwood shall be cut by the Contractor and disposed of as pulpwood; that any material such as reasonably sound chunks and tops, not disposed of as pulpwood, shall be cut in 2-foot lengths, and piled in accessible places designated by the Superintendent within the logging area. The remaining small tops and limbs shall be lopped and scattered, and, when required, crushed into the ground by running a bulldozer over it. The Contractor shall take reasonable precaution in bucking logs to produce the highest grade. On windthrown timber the butt cut shall be made as close as possible to the stump. Long butts must be removed or cut into pulpwood or fuelwood, or otherwise salvaged.

14. When required by the Superintendent, especially in areas of partial cutting, the Contractor agrees to buck large logs into peeler blocks or short logs, in order that the removal thereof will be less disturbing to the forest floor. Contractor agrees to arrest erosion resulting from his work as required by the Superintendent, and to fill or level off cat roads as required.

11-

15. The Contractor agrees to post the Soleduck road with appropriate signs to warn the public of the operations, stop traffic during felling operations near the road, but shall keep the road open for public travel to the greatest possible extent.

16. The Contractor shall make arrangements to haul logs over the Forest Service road constructed by Fibreboard Products, Incorporated, and pay a reasonable maintenance rate for said use, as required by the Forest Service.

17. The Contractor shall furnish the Superintendent with a scale bill of every truck load of logs removed, said scale bill to show the number and species of logs and the gross volume. The log tally of the truck scale bills may be checked against the water or mill deck scale and any shortages in pieces may be accounted for by the average log for that species as determined from the water or mill deck scale. Copies of all water and mill deck scales shall be furnished to the Superintendent. Authorized representatives of the Superintendent may stop any and all trucks at any time to check the load of logs against the truck scale bill. The Contractor agrees to have all logs which are to be placed in the water to be dumped, rafted and scaled at the Port Dock, Port Angeles, Washington, or the Peninsula Plywood Company dump, and that no logs are to be removed from Port Angeles, Washington, prior to official scaling as provided herein. Any logs delivered to sawmills in Port Angeles, Washington, are to be scaled on the deck or by Association scalers on the trucks, and the official scale bill submitted.

18. It is further agreed that all the books of the Contractor pertaining to the logging operations hereinbefore authorized shall be open to inspection at any time by the Superintendent or his authorized representative, and with the understanding that the information obtained shall be regarded as confidential.

19. Before any logs are removed from the logging area they shall be branded with the mark NPS and the Contractor's registered brand.

20. The Contractor agrees to construct a fire line around all clear cut areas and around any landings, and to burn the debris

12-

on landings as required by the Superintendent. The Contractor further agrees to construct such other fire lines as may be required by the Superintendent.

21. Upon completion of the logging operation, the Contractor agrees to put the truck and cat roads used by him in a condition to prevent erosion which is satisfactory to the Superintendent.

ARTICLE III - GENERAL PROVISIONS

1. Prior to the initiation of timber removal operations, the Contractor agrees to procure and post with the Government two bonds from a corporate surety approved by the Secretary of the Treasury, to guarantee faithful performance by the Contractor of all of the terms and conditions of this agreement. One of said bonds shall be in the amount of $131,750.00 to cover the conveyance of the land or payment in cash for the equal value of timber removed in the event the Contractor fails to make satisfactory conveyance of the land.

The second bond shall be in the amount of $32,500.00 to cover all of the terms and conditions of this agreement other than the conveyance of the land. Upon satisfactory completion of the terms and conditions of this agreement, the Superintendent may release the Contractor and surety from obligation under the bonds.

2. This agreement shall be binding upon and for the benefit of Contractor, his successors and assigns. Logging operations authorized hereunder may be performed by the Contractor through the instrumentality of others and the rights and privileges conferred upon the Contractor with respect to said logging may be utilized by others, provided however that such arrangement shall not release the Contractor from any obligation imposed upon him by this agreement.

3. As contemplated by Executive Order No.9346 of May 27, 1943 the Contractor, in the performance of this agreement, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall include a provision similar to this provision in any subcontract made with respect to the privileges herein granted.

4. Neither members of nor delegates to Congress, or resident

commissioners, officers, agents, or employees of the Government shall be admitted to any share or part of this agreement, or derive, either directly or indirectly, any pecuniary benefits to arise therefrom. Nothing herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of a corporation.

5. It is understood and agreed that the decision of the Director of the National Park Service shall be final in the interpretation of any provision of this agreement.

6. All uranium, thorium, and all other materials determined pursuant to Section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands affected by this agreement, are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby.

7. The Contractor represents that he has not employed or retained a company or person (other than a full-time employee) to solicit or secure this contract and agrees to furnish information relating thereto as requested by the contracting officer.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals.

UNITED STATES OF AMERICA

By Hillory A. Tolson
Acting Director, National Park Service.

Date February 6 1952

Frank P. Donahue
FRANK P. DONAHUE

Witnesses:

J. Roger Bacon

Chas. T. Beeny

Date January 28 - 1952

No. 1-26p-21

YEAR, 19 43

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Olympic

10—114
(November 1937)

RENEWABLE
AUTOMATICALLY
TO DEC. 31-1948

SPECIAL USE PERMIT

W.G.Bovee, of Port Angeles,Washington., is hereby authorized during the term of one year from January 1, 19 43, to December 31, 19 43, to use the following-described land in the above-named national park:

Right of way for pipe line across National Park Service land in vicinity of Storm King Ranger Station area in Section 35.T. 30 N.R.9.W.W.M.,Lake Crescent.

for the purpose of pipe line to supply water for domestic purposes and fire protection. Length of rigrt-of-way,150 feet.

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of One dollars ($ 1.00), in advance, or as follows: annually, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States, Seattle,Washington.

Signed at Port Angeles,Washington, this 23rd day of February 19 43

Preston P. Macy.
Preston P. Macy. *Superintendent.*

The undersigned hereby accepts the above permit and the right to exercise the privileges granted, subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

Two witnesses to signatures:

Bessie C.Bovee

Address Lee Hotel
Port Angeles.Washington.

Frances Foley

Address

* W.G.Bovee

Address Lee Hotel

Address

APPROVED:

Chief Counsel ~~Associate Director~~, *National Park Service.*

[In quintuple]

*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. 6—8210

SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall exercise this privilege subject to the supervision of the Superintendent of the Park and shall comply with the regulations of the Secretary of the Interior governing the park.

2. Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing.

3. No building or other structure shall be erected under this permit except upon plans and specifications approved by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

4. Permittee shall dispose of brush and other refuse as required by the Superintendent.

5. Permittee shall pay the United States for any damage resulting from this use.

6. Permittee and his employees shall take all reasonable precautions to prevent forest fires and also shall assist the Superintendent to extinguish forest fires in the vicinity of any tract which may be used hereunder, and in the preservation of good order within the metes and bounds of the park.

7. No timber may be cut or destroyed without first obtaining permit therefor from the Director, National Park Service, in writing.

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

9. This permit shall terminate upon the violation of any of the conditions hereof or of any Act of Congress or regulation of the Secretary of the Interior governing the park or anything in it, or at the discretion of the Director, National Park Service.

10. Neither Members of, nor Delegates to Congress, or Resident Commissioners, officers, agents, or employees of the Government shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom.

11. It is expressly understood and agreed that this permit may be revoked at any time in the discretion of the Director of the National Park Service

12. This permit is a renewal of one issued in previous years to cover a pipe line already authorized in the area under Forest Service administration.

13. This permit shall be automatically renewable upon its expiration for further periods of one year each but not to exceed in all a total of five years, that is December 31-1948, unless extended in writing by the Director of the National Park Service.

U. S. GOVERNMENT PRINTING OFFICE 6—8216

THIS AGREEMENT made and entered into this 16th day of Feby. 1934, by and between the STATE OF WASHINGTON, acting through the Director of Game, hereafter called first party, and THOMAS T. ALDWELL and EVA M. E. ALDWELL, his wife, of Port Angeles, hereafter called second party.

WITNESSETH:

WHEREAS, first party is the owner of Lot 2, Aldwell's Lake Crescent Villa Sites, Clallam County, Washington, which property it now uses as a hatchery for the Game Department of the state of Washington, and is desirous of enlarging the facilities for said hatchery and acquiring additional ground therefor; and,

WHEREAS, first party for many yearslast past has been using and is still using water diverted from Barnes Creek under water locations and permits duly taken and issued and has been diverting the same through an 8-inch pipe running from said point to its hatchers; and.

WHEREAS, under arrangement by the parties, first party has been supplying second party with water from said pipe taken from said pipe through a 4-inch main; and,

WHEREAS, first party intends to use and divert more water from said creek than has heretofore been used and diverted and to take the same from a point of diversion different from that now used, and approximately two hundred (200) feet lower down said creek, and is desirous of separating the water used in the hatchery operations from water used in other operations and is desirous of and intends to construct an 8-inch pipe line direct from said creek to said hatchery and a 3-inch pipe line which will carry water for uses other than the hatchery; and,

WHEREAS, second party is desirous of enabling first party to make the said change and to receive the benefits resulting therefrom hereinafter specified,

NOW, THEREFORE, in consideration of the premises and of the mutual

agreements hereinafter set forth and of the sum of One Dollar ($1.00) by each of the parties hereto paid to the other, IT IS AGREED:

(1) First party agrees to replace the water main now in use with a new 8-inch water main from a diversion point approximately two hundred (200) feet lower down said creek than the present point of diversion and use said pipe line solely for carrying water from said creek to the said hatchery.

(2) First party agrees to construct and install in the same ditch in which the said 8-inch pipe line is used and above and over the said 8-inch pipe line a 3-inch pipe line from the diversion point selected by first party to and long the said 8-inch pipe line to a point approximately opposite the point in the present 8-inch pipe line where the 4-inch pipe line connects with the same, and to turn the said 3-inch pipe line over to second party without any claim of use on the part of first party, save as hereinafter specifically mentioned.

(3) IT IS UNDERSTOOD AND AGREED that, after the construction of said 3-inch pipe line and after the use of same has been delivered to second party, said first party shall be relieved of the entire responsibility for the maintenance of said 3-inch pipe line and shall be under no obligation whatever to maintain the same.

(4) IT IS UNDERSTOOD AND AGREED that both of said pipe lines shall be constructed and laid in a workmanlike manner and so as not to unduly interfere with the other or endanger the same and that each and both of said pipe lines shall be of creosoted wood pipe of standard make and construction and that second party shall have the right, if they so desire, to inspect the laying of the same.

(5) IT IS UNDERSTOOD AND AGREED that water in said 3-inch main may be taken and used subject to a proportionate contribution for maintenance by the following parties and for the following uses, to-wit:

The State of Washington shall have the right to take and use water for the domestic requirements in connection with the operation of the said hatchery; the State of Washington shall have the right to take and use water for the requirements of the plant and shops of the State Highway Department now situated near the location of said pipe line; the U. S. Forestry Service shall have the right to take and use water for the domestic requirements of the Storm King Ranger's Station; the Storm King Inn and/or Harry S. Brooks, its owner, his successors or assigns, shall have the right to take and use water for the domestic requirements of the premises known as the "Storm King Inn"; it being understood and agreed that each and all of the above parties shall have the right only to take and use such water as will flow through a 3/4 inch pipe line and that all connections with the said 3-inch main and all pipe lines therefrom shall be made at the expense of the parties hereinabove specified and without cost to second party; the said connections to be made at points selected by the said parties. In addition to the rights in this paragraph hereinabove granted, the U. S. Forestry Service shall have the right to take and use water for a fire hydrant, for fire protection only, to be located at a point selected by said service; connection with said 3-inch main to be made through a 2-inch pipe at a point on said 3-inch main to be selected by said service and that all expense of connection and construction of said line to be at the expense of said service.

(6) Second party further agrees to convey to first party by good and sufficient warranty deed Lot 3, Aldwell's Lake Crescent Villa Sites, Clallam County, Washingyon.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals the day and year in this instrument first above written.

(signed)

STATE OF WASHINGTON

By Lou Ovenden
Director of Game
First Party

(signed) Thomas T. Aldwell

Eva M. E. Aldwell
Second Party

By Thos. T. Aldwell,
Her Atty. in fact.

02-16-1934: certification of the agreement by notary public

STATE OF WASHINGTON,)
) SS.
County of King.)

THIS IS TO CERTIFY THAT ON THE 16th day of February 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Lou Ovenden, to me known to be the director of game of the state of Washington, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed as the director of game, for the uses and purposes therein expressed.

(signed) Grace O. Brewer
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON,)
) SS
County of Clallam)

THIS IS TO CERTIFY that on the 21st day of February, 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Thomas T. Aldwell and Eva M. E. Aldwell, his wife, to me known to be the persons designated in the foregoing instrument and acknowledged that they executed and signed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

(signed) J. Lyle Beam
Notary Public in and for the State of Washington, residing at Port Angeles.

11-25-1927: letter to state hydraulic supervisor from state hydraulic engineer regarding property surrounding cresent lake

November 25, 1927

Hon. R. K. Tiffany,
State Hydraulic Engineer,
Olympia, Washington

Dear Sir:

According to the agreement made between the undersigned applicant and the State Fish Commissioner of the State of Washington, a certified copy of which is attached hereto and made a part thereof, it will appear that the undersigned has contributed a substantial part of the expense incurred by the State Fish Commission in installing headworks and pipe lines for the purpose of diverting and conducting water from Barnes Creek emptying into Lake Crescent in Clallam County, Washington, and has further donated to the State of Washington a portion of the site now occupied by the state for its fish hatchery, and that in consideration of such contribution and donation, the undersigned now enjoys the right to use whatever water flows through the said pipe line above referred to in excess of the quantity which the Lake Crescent Trout Hatchery of the State of Washington needs for itsown use and for the hatchery and pond connected therewith.

The undersigned being a citizen of the United States and of the State of Washington, and having resided in the County of Clallam for more than twenty-five years last past and having for many years last past been the owner of approximately forty acres of land abutting upon the south shore of Lake Crescent, the same having been subdivided and portions thereof having from time to time been sold to individuals, some of whom have developed the same by construction residences and summer homes thereon, and having himself highly improved a considerable portion of the said forty acres by the construction of a house and extensive gardens and knowing that considerable development of other lands and premises in the vicinity of the applicant's property is taking place, and in further view of the fact that Barnes Creek is the logical source of water supply for the premises of the undersigned applicant and for those certain grantees of the undersigned who have acquired a portion of the said forty acre tract, and that the said Barnes Creek is also available for generating water power, now in order to perpetuate my right to the use of water now being diverted and being applied to my own use and the use of my grantees and assignees, I make this application to utilize all water which may pass through an eight inch pipe line, and said application to become effective at any date hereafter at which the State of Washington shall discontinue its present use of water through its present main for the Lake Crescent Trout Hatchery above referred to, and at any time at which I am obliged to install a pipe line from Barnes Creek for distribution for domestic pusposes for myself and my assignees and grantees.

I have been continuously using water from the said Barnes Creek in amounts sufficient for domestic purposes upon the said parcel of land since the year 1913. The purpose and object of this application is not to acquire more, additional or new right, but to perpetuate the right which I have acquired by the said continuous used and by the necessities of my grantees and my own premises for domestic water supply, and furthermore to perpetuate those rights which have been expressed in that certain agreement between the State acting through L. H. Darwin, as State Fish Commissioner and myself,

a copy of which is attached hereto as aforesaid, and in support of this my application, I herewith file my affidavit which is attached hereto and made a part thereof.

Respectfully submitted,

(signed) THOS. T. ALDWELL

Recorded

December 8th, 1927

at the request of

Thos. T. Aldwell

Vol. 1 Page 251

Misc.

Supervisor of Hydraulics of
State of Washington.

R.K.Tiffany
Supervisor

G.H.

COPY

STATE OF WASHINGTON)
: SS
COUNTY OF CLALLAM)

THOS. T. ALDWELL, being first duly sworn, on his oath deposes and says: That he is now and ever since the year 1913 has been diverting from Barnes Creek flowing into the shouth shore of Lake Crescent, a sufficient amount of water for his own domestic purposes and for the domestic purposes of his grantees and assignees, all being a tract approximately forty acres in extent;

That he is a citizen of the United States and has resided in Clallam County for more than twenty-five years last past, and that he is the Thos. T. Aldwell who entered into that certain agreement in writing with L. H. Darwin, as State Fish Commissioner of the State of Washington, providing for the use and diversion by this affiant of certain water now being conducted through a pipe line constructed from the said Barnes Creek to the Lake Crescent Trout Hatchery of the State of Washington; and that he makes this affidavit in support of the allegations contained in his application filed herewith; that he has read the said application, knows all the statements therein contained and the same are true.

(Signed) THOS. T. ALDWELL

Sworn to before me and subscribed in my presence this 25th., day of November, 1927.

(signed) H. E. Devine
Notary Public in and for the State of Washington, residing at Port Angeles.

Recorded

December 8th, 1927

at the request of

Thos. T. Aldwell

Vol. 1. Page 250
Misc.
the Supervisor of Hydraulics of
State of Washington

R. K. Tiffany
CH

No. 72710

AGREEMENT

State of Washington to Thos. T. Aldwell

THIS AGREEMENT made and entered into this 14th. day of September 1916, between L. H. Darwin as State Fish Commissioner of the State of Washington acting in this behalf for and as the agent and representative of the State of Washington, party of the first part and Thomas. T. Aldwell of Port Angeles, Washington, party of the second part, WITNESSETH,

That, whereas, the State of Washington has constructed and is now operating and maintaining a fish hatchery at Lake Crescent in Clallam County, Washington, and in connection therewith, has installed head works and a pipe line for the purpose of diverting and conducting waters from Barn's Creek to the fish hatchery.

And whereas, the party of the second part contributed to the cost and expense of constructing said pipe line in the sum of Three-hundred ninety-four and 99/100 ($394.99) and has further donated to the State of Washington a portion of the Site for said fish hatchery, said contribution having been made on a verbal understanding and agreement between the parties hereto that the party of the second part should be entitled to the use of all excess water conveyed by means of said pipe line.

Now, therefore, in consideration of the premises and to the end that the rights of said second party may be evidenced in writing,

It is agreed by the said party of the first part that the party of the second part, his successors or assigns, shall have the right and permission as hereby granted to use whatever of the water flowing through said pipe line above referred to which is above and in excess of the water which the Lake Crescent Trout Hatchery desire for itsown use and for hatchery or pond purposes and for the use of the State of Washington, said use by the party of the second part to continue as long as the State maintains the said Fish Hatchery and the present pipe line endures.

It is understood and agreed between the parties hereto that this agreement does not cover or provide for any repairs to the present pipe line or reconstructions, in the event that the same becomes necessary or the portions of such burden as should be bourne by the parties hereto, but that all such question shall be taken up and settled and adjusted with whomever the Fish Commissioner is at such time.

IN WITNESS WHEREOF, the Party of the First Part has executed these presents in duplicate the day and year first above written.

L. H. Darwin
State Fish Commissioner
Party of the First Part

Thomas T. Aldwell
Party of the Second Part

Filed for record at request of T.T.Aldwell, October 23, 1916, 10:30 A.M.

J. W. Warren, Auditor
By: R.D.McLaughlin,Deputy.

STATE OF WASHINGTON)
COUNTY OF CLALLAM) SS

I, J. W. Warren, County Auditor of Clallam County, Washington, certify that I have compared the within copy of Agreement consisting of one page with the original record on file in my office as it appears at Page 9 of Volume 100 of Deeds Records of Clallam County, Washington; that the same is a true and correct copy of the original record and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office this 28th, day of November 1927.

/s/ J. W. Warren, Auditor

12-08-1927: certification of authenticity

THIS IS TO CERTIFY That the attached is a full, true and correct copy of Affidavit of Thos. T. Aldwell, concerning appropriation of water from Barnes Creek; informal application for such water addressed to R. K. Tiffany, State Hydraulic Engineer; and Agreement between L. H. Darwin, as State Fish Commissioner, Party of the First Part, and Thomas T. Aldwell, Party of the Second Part, as same appear of record in Volume 1 of Miscellaneous Records at Pages 250, 251, and 252 respectively, in the office of the State Supervisor of Hydraulics, at Olympia, Washington

WITNESS my hand this 8th., day of December, 1927.

Secretary for Division of Hydraulics

Recorded

Dec. 8th., 1927

At the request of

Thos. T. Aldwell

In Vol. 1 Page 250, 251, & 252
Misc.

of the Supervisor of Hydraulics of
State of Washington

R. K. Tiffany
Supervisor of Hydraulics

by G. H.

05-31-1929: regarding enclosed permit

C O P Y

STATE HIGHWAY DEPARTMENT

OFFICE OF DISTRICT ENGINEER

OLYMPIA, WASHINGTON

May 31, 1929

Rose E. Littleton
Port Angeles, Wash.

Dear Madam:

Permit No. 279

Enclosed find permit setting forth the conditions which are to govern the placing of a 6" wood pipe line across State Road No. 9 in Lot 6, Section 26, Township 30 North, Range 9 West, W.M., in Clallam County.

Very truly yours,

JAS. A. DAVIS
District Engineer

By (Sgd) A. T. Marion

A. T. MARION,
Maintenance Engr.

JAD:MJ
ATM
Enc.

cc - Mr. Humes
Mr. Coulter

COPY

STATE OF WASHINGTON
STATE HIGHWAY DEPARTMENT

District No. 3 No. 279

PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form

PERMISSION IS HEREBY GRANTED TO Rose E. Littleton, Port Angeles, Washington

to place a 6" wood pipe line across State Road No. 9 in Lot 6, Section 26, Township 30 North, Range 9 West, W.M., in Clallam County.

The 6" wood pipe to be encased in a concrete pipe. The top of the concrete pipe to be placed 2' below the grade of the highway, also to be layed across 1/2 width of the roadway at a time and the backfill to be tamped in place.

Flagmen to be placed 300' in each direction to warn all traffic.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicatedwith and received instructions from Lee L. Coulter, Maint. Supvr., Port Angeles, Washington

This permit shall be void unless the work herein contemplated shall have been completed before _____ 192___.

Dated at Olympia this 31st day of May 1929.

JAD:MJ
ATM
cc - Mr. Humes
Mr. Coulter

STATE HIGHWAY ENGINEER

By (Sgd) Jas. A.Davis
District Engineer.

CHAPTER 309, LAWS OF 1927
Section 48

"It shall be unlawful for any person, firm or corporation to build, erect, establish, operate, maintain or conduct alongside any of the public highways of this state, any platform, box, stand or any other temporary or permanent device or structure to be used for the purpose of receiving from or delivery to any vehicle, mail, milk cans, vegetables, fruits, merchandise, produce or commodities of any character, unless a permit is first obtained from the State Highway Engineer, if a state highway is

involved, and/or the County Commissioners, if a county highway is involved. The State Highway Engineer and the County Commissioners of each county are hereby authorized to adopt, amend and enforce all rules and regulations necessary to carry out the provisions of this section."

GENERAL PROVISION APPLICABLE TO ALL PERMITS

A bond in the amount of $ Nil. is required for the protection of the state as set forth in the terms of the bond.

During the progress of the work such barriers shall be erected and maintained as may be directed for the protection of the travelling public; the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns agrees to protect the State of Washington and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case of any suit or action is brought against said State of Washington for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgment after the said suit or action shall have finally been determined if adverse to the State of Washington.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the state highway in such a manner as to interfere with the travel over said road.

Except as herein authorized, no excavation shall be made or obstacle placed within four (4) feet of the edge of the pavement.

If the work done under this permit interferes in any way with the drainage of the State Highway, the grantee shall wholly and at his own expense make such provision as the engineer may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the engineer.

All of the work herein contemplated shall be done under the supervision and to the satisfaction of the State Highway Engineer and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

The State Highway Engineer hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.

All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the State's work and the State of Washington shall in no wise be held liable for any damage to the grantee by reason of any such work by the State of Washington, its agents or representatives, or by the exercise of any rights by the State upon roads, streets, public places or structures in question.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the State from granting other permits or franchise rights or like or other nature to other public or private utilities, nor shall it prevent the State from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The State Highway Engineer may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru wilful or unreasonable neglect, fails to heed or comply with notices given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the State Highway Engineer.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the State or of any state employee shall be at the sole expense of the grantee, his successors or assigns.

_____, the undersigned, hereby accept this permit subject to the terms and conditions as herein set forth.

Dated this _____ day of _____, 192___

_____

_____

Witness:

_____ _____

_____

C O P Y

Lake Crescent Company, a corporation organized and existing under the laws of the State of Washington,	:	Auditor's File No. 128682 Easement Deed Dated May 3, 1929 Acknowledged May 3, 1929 Filed for record May 6, 1929 Recorded in Volume 118 Deeds, page 378 Consideration, $10.00.
To	:	
Rose E. Littleton	:	

- - - - - - - - - - -

Acknowledged by A. G. Michaud, President, before Wm. J. Conniff, Notary Public in and for the State of Washington, residing at Port Angeles, with seal. Commission expires March 30, 1930.

Recites: WITNESSETH:

That the party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby grant and convey unto the party of the second part, her heirs, executors, administrators and assigns, the right, privilege and easement to construct, maintain, operate, repair, reconstruct, visit and inspect at any and all times by or through the party of the second part, her agents or employes, along the line indicated in red on the attached blue print or plat marked "Exhibit A", a pipe line for the conveyance of water from Barnes Creek to the hotel property of the party of the second part known as Rosemary, upon, over, through and across the following described land and real property, situated in Clallam County, Washington, to-wit:

From a point beginning at the southeast corner of Lot 6 in Section 26, Township 30 North of Range 9 West, W. M. to a point on the south line of what is known as the Rosemary Hotel property in the northeast corner of said Lot 6, the said line running in a general northwesterly direction from the said southeast corner of said Lot 6 to the south line of said Rosemary Hotel property.

Provided, however, that said pipe-line shall be constructed so that all parts thereof, where the same crosses the land above described, shall be at least two feet below the surface of the ground.

To have and to hold said premises and easement above described unto the party of the second part, her heirs, executors, administrators and assigns, forever. Signed:- Lake Crescent Company
By A. G. Michaud, Its President

(Corp Seal) Attest: By Ermine H. Michaud, Its Secretary

(Copied from Rose E. Littleton abstract of title prepared by Clallam County Abstract Company June 8, 1935.)

C O P Y

THIS INDENTURE made and entered into this 3d day of May, 1929, by and between Lake Crescent Company, a corporation, organized and existing under and by virtue of the laws of the State of Washington, party of the first part, and Rose E. Littleton, of Port Angeles, Washington, party of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00), to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto the party of the second part, her heirs, executors, administrators and assigns, the right, privilege and easement to construct, maintain, operate, repair, reconstruct, visit and inspect at any and all times by or through the party of the second part, her agents or employees, along the line indicated in red on the attached blue print or plat marked "Exhibit A", a pipe line for the conveyance of water from Barnes Creek to the hotel property of the party of the second part known as Rosemary, upon, over, through and across the following described land and real property, situated in Clallam County, Washington, to-wit:

From a point beginning at the southeast corner of Lot 6 in Section 26, Township 30 North of Range 9 West, W. M. to a point on the south line of what is known as the Rosemary Hotel property in the northeast corner of said Lot 6, the said line running in a general northwesterly direction from the said southeast corner of said Lot 6 to the south line of said Rosemary Hotel property.

Provided, however, that said pipe-line shall be constructed so that all parts thereof, where the same crosses the land above described, shall be at least two feet below the surface of the ground.

To have and to hold said premises and easement above described unto the party of the second part, her heirs, executors, administrators and assigns, forever.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be subscribed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

LAKE CRESCENT COMPANY

By /s/ A. G. Michaud
Its President (SEAL)

Attest

By /s/ Ermine H. Michaud
Its Secretary.

STATE OF WASHINGTON)
)
County of Clallam)

On this 3d day of May, 1929, before me personally appeared A. G. Michaud, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses

and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

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

/s/ Wm. J. Conniff

Wm. J. Conniff
Notary Public in and for the State of Washington residing at Port Angeles.

Other Supporting Information

08-19-1955: memorandum to director from region four regarding barnes creek water system and rosemary inn water right docket

WR Copy

In reply refer to:
L54

August 19, 1955

Memorandum

To: Director

From: Regional Chief of Operations, Region Four

Subject: Barnes Creek Water System and Rosemary Inn
Water Right Docket 14, Olympic National Park

Attached is a print NP-OLY-6976 returned by the Superintendent which shows the information requested by Mr. Dunn in his April 22 memorandum to this office. Also attached is a copy of Superintendent Overly's memorandum dated August 12 to this office containing additional information on the subject; two copies of Aldwell's application, and agreement of 1916; two copies of Aldwell's 1934 agreement.

We trust the attached information will be sufficient for Mr. Dunn's requirements.

(SGD) FRED T. JOHNSTON

Fred T. Johnston
Regional Chief of Operations

Attachments 6

Copy to: Superintendent, Olympic
Chief, WODC

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Olympic National Park
Port Angeles, Washington

In Reply Refer To:
L-54

August 12, 1955

Memorandum

To: Regional Director, Region Four

From: Superintendent, Olympic

Subject: Barnes Creek Water System and Rosemary Inn Water Right Docket 14.

Attached is one print of Drawing NP-OLY-6976 - Barnes Creek Water System, to which we have added some details as requested; three copies of Aldwell's application to perpetuate certain water rights, including affidavit and agreement of 1916 with the Washington State Fish Commissioner; three copies of 1934 agreement between Aldwell and the State of Washington acting through the Director of Game.

As to Mr. Dunn's memorandum of April 22, we have attempted to furnish the information requested, besides that which will be found in that part listed as Summary of Water Lines at Barnes Creek, we refer here to certain paragraphs of his memorandum.

Paragraph 7 - The reservations in the deed to Lake Crescent Tavern property were in reference to water and water rights appurtenant to adjoining land owned by Bovee and to that owned by De Wilde. This land, with the exception of 575 feet of Government Lot 1 (Bovee), has been acquired by the United States thus becoming successor in interest. The reserved land and pipeline are shown on Drawing 6976.

Paragraph 8 - No change in site of Storm King Ranger Station. Not to be confused with Storm King Inn or Lake Crescent Ranger Station.

Aldwell's subdivision still connected to old line but it is not in use or usable, as intake is not reached by flow of water from the creek.

See Aldwell's documents as to when use was started and amount of water.

Of the original forty acres on which Aldwell claimed water use, the U. S. now owns approximately 17.86 acres. This leaves eighteen lots and two small acreage tracts in private ownership. On these eighteen lots there are ten buildings used as dwellings.

There are no records to show whether or not Storm King Ranger Station was connected to the original hatchery line (in use 1916) or what source of water supply was used prior to the time of being connected to the hatchery line.

Paragraph 9 - Records indicate that the original hatchery pipeline was in use in October 1916 and may have been constructed a year or more before that date.

Lake Crescent Lodge or Tavern pipeline was in use in October 1928 as shown by a U. S. Forest Service permit for a pipeline right-of-way. How long before this it was being used is unknown.

Paragraph 10 - There are no water tanks or standpipes in either the Rosemary Inn or Lake Crescent Lodge areas.

Paragraph 11 - Present existing plans do not call for more than 23 acres to be irrigated.

Paragraph 12 - The original Lake Crescent Tavern was built in 1916. There is nothing to indicate that any other source of water supply was used then that of Barnes Creek. The first documented use that we could find, is a Forest Service permit for a pipeline issued in 1928.

SUMMARY OF WATER LINES AT BARNES CREEK

No. 1 - State Hatchery and Aldwell's

The original diversion (in use 1916) was 200 feet upstream from the 1934 diversion. The 1934 diversion consisted of two pipe lines in one ditch. One 6" line serving the hatchery for operation purposes, and the other a 3" line serving Aldwell's Lake Crescent Villa Sites (a 1920 subdivision), Storm King Inn, Storm King Ranger Station, and the State Hatchery and Highway Department, for domestic purposes, with special provisions for a Forest Service fire hydrant.

In 1927, to perpetuate certain water rights, Thos. T. Aldwell wrote a letter of application to the State Hydraulic Engineer, also made affidavit to support the allegated use of water. Both these documents were filed and recorded. Copies of these and a later agreement with the State are enclosed.

When some of the lots in the Aldwell's Lake Crescent Villa Sites were sold, the deeds contained certain covenant restrictions and conditions, including the use of water; an example follows:

Lot Nineteen (19) of Aldwell's Lake Crescent Villa Sites.

Agreement pertaining to use of water and restrictive covenants as to use of said property as contained in instrument executed by Thos. T. Aldwell and Eva M. E. Aldwell, his wife, and the Pacific Telephone

and telegraph Company, a corporation, dated January 10, 1929, recorded in Volume 120 of Deeds, Page 143 under Auditor's File No. 132227, Records of Clallam County, Washington, reciting substantially as follows:

> Whereas, by deed heretofore executed by said first parties and recorded in Volume 98 of Deeds, at Page 256 and 257, in the Auditor's Office of Clallam County, Washington, the first parties did convey to the second party the West 46 feet, 2 inches, of Lot Nineteen (19), Aldwell's Lake Crescent Villa Sites in Clallam County, Washington; and
>
> Whereas, the aforementioned deed contained no references to conveyance of the right of first parties to use water, which water right was granted to said first parties by agreement from the State of Washington, which said agreement is recorded in Volume 100 of Deeds, at Page 9, Records of the Auditor's Office of Clallam County, Washington;
>
> NOW, THEREFORE, the first parties hereby give, grant, assign and convey to the second party the right to participate, with the first parties and other property owners, in the use of water from pipe lines going through said property for purposes only of household use and sprinkling, the tap not to exceed 3/4 inch; providing further that second party shall participate in an equitable manner in the upkeep of said line; and subject to the conditions of said water right from the State of Washington above referred to.
>
> Said right to use said water is given and granted in consideration of the second party covenanting and agreeing to the following building restrictions: The grantee, second party, shall not construct any house or dwelling of a value less than one thousand dollars (1,000), and grantee, shall not use the property herein conveyed, or permit anyone else to do so, for a summer resort, hotel, or any other commercial purpose, (except that said property can and may be used for a telephone and telegraph station and other purposes incidental thereto.)
>
> (. . . .) Note - This last exception applied only to this particular lot and was not part of other deeds.

Several of the lots in Aldwell's Lake Crescent Villa Sites, including the late Aldwell's property (Longfellow's) and Carter's property, are now pumping water from wells. These two particular properties had wells driven in 1953 or thereabouts and are not now depending on any pipeline from Barnes Creek. Possibly this could be construed as an abandonment of water rights on Barnes Creek.

No. 2 - Rosemary Inn - Original

A different diversion and intake, being upstream from the 1934 State Hatcery intake and probably close to or at the original

hatchery diversion. Prior to 1930, water for Rosemary, was obtained from a well, as indicated by a windmill and pump which were still on the property near the lake shore, when same was acquired by the Park Service.

No. 3 - Lake Crescent Lodge (Lake Crescent Tavern)(also served Point Pleasant Subdivision)

Used same diversion dam as State Hatchery (1934) but separate intake and pipe line. It is unknown what intake was used from 1928 to 1934. The U. S. Forest Service issued a permit on October 3, 1928, to A. G. Mechand (Lake Crescent Tavern) for a right-of-way across Federal land covering 150 feet of pipeline. If this distance was right, it would indicate that the original intake was down stream from the 1934 one.

Water service is now provided to Lake Crescent Lodge and Point Pleasant Subdivision from the Park Service line. There is also an existing reservation which provides for a pipeline right-of-way and water service to private abutting property (Bovee's).

No. 4 - Present Park Service Diversion and Pipeline

This diversion (on Falls Creek) and pipeline now serves Storm King, Storm King Ranger Station, Rosemary, Lake Crescent Lodge and Point Pleasant Subdivision. There is no present connection between this line and the one that originally served Aldwell's Lake Crescent Villa Sites.

We hope that this material will assist Mr. Dunn in solving some of the water right problems rather than adding to the confusion.

Fred J. Overly
Superintendent

Enclosures - 3 Copies Aldwell's Application
3 Copies of 1934 Agreement
1 Print of Drawing NP-OLY-6976

cc: WODC

02-16-1934: this agreement made by and between the state of washington, acting through the director of game and thomas t. aldw

THIS AGREEMENT made and entered into this 16th day of Feby. 1934, by and between the STATE OF WASHINGTON, acting through the Director of Game, hereafter called first party, and THOMAS T. ALDWELL and EVA M. E. ALDWELL, his wife, of Port Angeles, hereafter called second party.

WITNESSETH:

WHEREAS, first party is the owner of Lot 2, Aldwell's Lake Crescent Villa Sites, Clallam County, Washington, which property it now uses as a hatchery for the Game Department of the state of Washington, and is desirous of enlarging the facilities for said hatchery and acquiring additional ground therefor; and,

WHEREAS, first party for many yearslast past has been using and is still using water diverted from Barnes Creek under water locations and permits duly taken and issued and has been diverting the same through an 8-inch pipe running from said point to its hatchers; and.

WHEREAS, under arrangement by the parties, first party has been supplying second party with water from said pipe taken from said pipe through a 4-inch main; and,

WHEREAS, first party intends to use and divert more water from said creek than has heretofore been used and diverted and to take the same from a point of diversion different from that now used, and approximately two hundred (200) feet lower down said creek, and is desirous of separating the water used in the hatchery operations from water used in other operations and is desirous of and intends to construct an 8-inch pipe line direct from said creek to said hatchery and a 3-inch pipe line which will carry water for uses other than the hatchery; and,

WHEREAS, second party is desirous of enabling first party to make the said change and to receive the benefits resulting therefrom hereinafter specified,

NOW, THEREFORE, in consideration of the premises and of the mutual

agreements hereinafter set forth and of the sum of One Dollar ($1.00) by each of the parties hereto paid to the other, IT IS AGREED:

(1) First party agrees to replace the water main now in use with a new 8-inch water main from a diversion point approximately two hundred (200) feet lower down said creek than the present point of diversion and use said pipe line solely for carrying water from said creek to the said hatchery.

(2) First party agrees to construct and install in the same ditch in which the said 8-inch pipe line is used and above and over the said 8-inch pipe line a 3-inch pipe line from the diversion point selected by first party to and long the said 8-inch pipe line to a point approximately opposite the point in the present 8-inch pipe line where the 4-inch pipe line connects with the same, and to turn the said 3-inch pipe line over to second party without any claim of use on the part of first party, save as hereinafter specifically mentioned.

(3) IT IS UNDERSTOOD AND AGREED that, after the construction of said 3-inch pipe line and after the use of same has been delivered to second party, said first party shall be relieved of the entire responsibility for the maintenance of said 3-inch pipe line and shall be under no obligation whatever to maintain the same.

(4) IT IS UNDERSTOOD AND AGREED that both of said pipe lines shall be constructed and laid in a workmanlike manner and so as not to unduly interfere with the other or endanger the same and that each and both of said pipe lines shall be of creosoted wood pipe of standard make and construction and that second party shall have the right, if they so desire, to inspect the laying of the same.

(5) IT IS UNDERSTOOD AND AGREED that water in said 3-inch main may be taken and used subject to a proportionate contribution for maintenance by the following parties and for the following uses, to-wit:

The State of Washington shall have the right to take and use water for the domestic requirements in connection with the operation of the said hatchery; the State of Washington shall have the right to take and use water for the requirements of the plant and shops of the State Highway Department now situated near the location of said pipe line; the U. S. Forestry Service shall have the right to take and use water for the domestic requirements of the Storm King Ranger's Station; the Storm King Inn and/or Harry S. Brooks, its owner, his successors or assigns, shall have the right to take and use water for the domestic requirements of the premises known as the "Storm King Inn"; it being understood and agreed that each and all of the above parties shall have the right only to take and use such water as will flow through a 3/4 inch pipe line and that all connections with the said 3-inch main and all pipe lines therefrom shall be made at the expense of the parties hereinabove specified and without cost to second party; the said connections to be made at points selected by the said parties. In addition to the rights in this paragraph hereinabove granted, the U. S. Forestry Service shall have the right to take and use water for a fire hydrant, for fire protection only, to be located at a point selected by said service; connection with said 3-inch main to be made through a 2-inch pipe at a point on said 3-inch main to be selected by said service and that all expense of connection and construction of said line to be at the expense of said service.

(6) Second party further agrees to convey to first party by good and sufficient warranty deed Lot 3, Aldwell's Lake Crescent Villa Sites, Clallam County, Washingyon.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals the day and year in this instrument first above written.

(signed) (signed) Thomas T. Aldwell

STATE OF WASHINGTON Eva M. E. Aldwell
Second Party

By Lou Ovenden
Director of Game
First Party

By Thos. T. Aldwell,
Her Atty. in fact.

STATE OF WASHINGTON,)
) SS.
County of King.)

THIS IS TO CERTIFY THAT ON THE 16th day of February 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Lou Ovenden, to me known to be the director of game of the state of Washington, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed as the director of game, for the uses and purposes therein expressed.

(signed) Grace O. Brewer
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON,)
) SS
County of Clallam)

THIS IS TO CERTIFY that on the 21st day of February, 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Thomas T. Aldwell and Eva M. E. Aldwell, his wife, to me known to be the persons designated in the foregoing instrument and acknowledged that they executed and signed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

(signed) J. Lyle Beam
Notary Public in and for the State of Washington, residing at Port Angeles.

THIS AGREEMENT made and entered into this 16th day of Feby. 1934, by and between the STATE OF WASHINGTON, acting through the Director of Game, hereafter called first party, and THOMAS T. ALDWELL and EVA M. E. ALDWELL, his wife, of Port Angeles, hereafter called second party.

WITNESSETH:

WHEREAS, first party is the owner of Lot 2, Aldwell's Lake Crescent Villa Sites, Clallam County, Washington, which property it now uses as a hatchery for the Game Department of the state of Washington, and is desirous of enlarging the facilities for said hatchery and acquiring additional ground therefor; and,

WHEREAS, first party for many yearslast past has been using and is still using water diverted from Barnes Creek under water locations and permits duly taken and issued and has been diverting the same through an 8-inch pipe running from said point to its hatchers; and.

WHEREAS, under arrangement by the parties, first party has been supplying second party with water from said pipe taken from said pipe through a 4-inch main; and,

WHEREAS, first party intends to use and divert more water from said creek than has heretofore been used and diverted and to take the same from a point of diversion different from that now used, and approximately two hundred (200) feet lower down said creek, and is desirous of separating the water used in the hatchery operations from water used in other operations and is desirous of and intends to construct an 8-inch pipe line direct from said creek to said hatchery and a 3-inch pipe line which will carry water for uses other than the hatchery; and,

WHEREAS, second party is desirous of enabling first party to make the said change and to receive the benefits resulting therefrom hereinafter specified,

NOW, THEREFORE, in consideration of the premises and of the mutual

agreements hereinafter set forth and of the sum of One Dollar ($1.00) by each of the parties hereto paid to the other, IT IS AGREED:

(1) First party agrees to replace the water main now in use with a new 8-inch water main from a diversion point approximately two hundred (200) feet lower down said creek than the present point of diversion and use said pipe line solely for carrying water from said creek to the said hatchery.

(2) First party agrees to construct and install in the same ditch in which the said 8-inch pipe line is used and above and over the said 8-inch pipe line a 3-inch pipe line from the diversion point selected by first party to and long the said 8-inch pipe line to a point approximately opposite the point in the present 8-inch pipe line where the 4-inch pipe line connects with the same, and to turn the said 3-inch pipe line over to second party without any claim of use on the part of first party, save as hereinafter specifically mentioned.

(3) IT IS UNDERSTOOD AND AGREED that, after the construction of said 3-inch pipe line and after the use of same has been delivered to second party, said first party shall be relieved of the entire responsibility for the maintenance of said 3-inch pipe line and shall be under no obligation whatever to maintain the same.

(4) IT IS UNDERSTOOD AND AGREED that both of said pipe lines shall be constructed and laid in a workmanlike manner and so as not to unduly interfere with the other or endanger the same and that each and both of said pipe lines shall be of creosoted wood pipe of standard make and construction and that second party shall have the right, if they so desire, to inspect the laying of the same.

(5) IT IS UNDERSTOOD AND AGREED that water in said 3-inch main may be taken and used subject to a proportionate contribution for maintenance by the following parties and for the following uses, to-wit:

The State of Washington shall have the right to take and use water for the domestic requirements in connection with the operation of the said hatchery; the State of Washington shall have the right to take and use water for the requirements of the plant and shops of the State Highway Department now situated near the location of said pipe line; the U. S. Forestry Service shall have the right to take and use water for the domestic requirements of the Storm King Ranger's Station; the Storm King Inn and/or Harry S. Brooks, its owner, his successors or assigns, shall have the right to take and use water for the domestic requirements of the premises known as the "Storm King Inn"; it being understood and agreed that each and all of the above parties shall have the right only to take and use such water as will flow through a 3/4 inch pipe line and that all connections with the said 3-inch main and all pipe lines therefrom shall be made at the expense of the parties hereinabove specified and without cost to second party; the said connections to be made at points selected by the said parties. In addition to the rights in this paragraph hereinabove granted, the U. S. Forestry Service shall have the right to take and use water for a fire hydrant, for fire protection only, to be located at a point selected by said service; connection with said 3-inch main to be made through a 2-inch pipe at a point on said 3-inch main to be selected by said service and that all expense of connection and construction of said line to be at the expense of said service.

(6) Second party further agrees to convey to first party by good and sufficient warranty deed Lot 3, Aldwell's Lake Crescent Villa Sites, Clallam County, Washingyon.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals the day and year in this instrument first above written.

(signed) (signed) Thomas T. Aldwell

STAYE OF WASHINGTON Eva M. E. Aldwell
Second Party

By Lou Ovenden
Director of Game
First Party

By Thos. T. Aldwell,
Her Atty. in fact.

STATE OF WASHINGTON,)
) SS.
County of King.)

THIS IS TO CERTIFY THAT ON THE 16th day of February 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Lou Ovenden, to me known to be the director of game of the state of Washington, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed as the director of game, for the uses and purposes therein expressed.

(signed) Grace O. Brewer
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON,)
) SS
County of Clallam)

THIS IS TO CERTIFY that on the 21st day of February, 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Thomas T. Aldwell and Eva M. E. Aldwell, his wife, to me known to be the persons designated in the foregoing instrument and acknowledged that they executed and signed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

(signed) J. Lyle Beam
Notary Public in and for the State of Washington, residing at Port Angeles.

THIS AGREEMENT made and entered into this 16th day of Feby. 1934, by and between the STATE OF WASHINGTON, acting through the Director of Game, hereafter called first party, and THOMAS T. ALDWELL and EVA M. E. ALDWELL, his wife, of Port Angeles, hereafter called second party.

WITNESSETH:

WHEREAS, first party is the owner of Lot 2, Aldwell's Lake Crescent Villa Sites, Clallam County, Washington, which property it now uses as a hatchery for the Game Department of the state of Washington, and is desirous of enlarging the facilities for said hatchery and acquiring additional ground therefor; and,

WHEREAS, first party for many yearslast past has been using and is still using water diverted from Barnes Creek under water locations and permits duly taken and issued and has been diverting the same through an 8-inch pipe running from said point to its hatchers; and.

WHEREAS, under arrangement by the parties, first party has been supplying second party with water from said pipe taken from said pipe through a 4-inch main; and,

WHEREAS, first party intends to use and divert more water from said creek than has heretofore been used and diverted and to take the same from a point of diversion different from that now used, and approximately two hundred (200) feet lower down said creek, and is desirous of separating the water used in the hatchery operations from water used in other operations and is desirous of and intends to construct an 8-inch pipe line direct from said creek to said hatchery and a 3-inch pipe line which will carry water for uses other than the hatchery; and,

WHEREAS, second party is desirous of enabling first party to make the said change and to receive the benefits resulting therefrom hereinafter specified,

NOW, THEREFORE, in consideration of the premises and of the mutual

agreements hereinafter set forth and of the sum of One Dollar ($1.00) by each of the parties hereto paid to the other, IT IS AGREED:

(1) First party agrees to replace the water main now in use with a new 8-inch water main from a diversion point approximately two hundred (200) feet lower down said creek than the present point of diversion and use said pipe line solely for carrying water from said creek to the said hatchery.

(2) First party agrees to construct and install in the same ditch in which the said 8-inch pipe line is used and above and over the said 8-inch pipe line a 3-inch pipe line from the diversion point selected by first party to and long the said 8-inch pipe line to a point approximately opposite the point in the present 8-inch pipe line where the 4-inch pipe line connects with the same, and to turn the said 3-inch pipe line over to second party without any claim of use on the part of first party, save as hereinafter specifically mentioned.

(3) IT IS UNDERSTOOD AND AGREED that, after the construction of said 3-inch pipe line and after the use of same has been delivered to second party, said first party shall be relieved of the entire responsibility for the maintenance of said 3-inch pipe line and shall be under no obligation whatever to maintain the same.

(4) IT IS UNDERSTOOD AND AGREED that both of said pipe lines shall be constructed and laid in a workmanlike manner and so as not to unduly interfere with the other or endanger the same and that each and both of said pipe lines shall be of creosoted wood pipe of standard make and construction and that second party shall have the right, if they so desire, to inspect the laying of the same.

(5) IT IS UNDERSTOOD AND AGREED that water in said 3-inch main may be taken and used subject to a proportionate contribution for maintenance by the following parties and for the following uses, to-wit:

The State of Washington shall have the right to take and use water for the domestic requirements in connection with the operation of the said hatchery; the State of Washington shall have the right to take and use water for the requirements of the plant and shops of the State Highway Department now situated near the location of said pipe line; the U. S. Forestry Service shall have the right to take and use water for the domestic requirements of the Storm King Ranger's Station; the Storm King Inn and/or Harry S. Brooks, its owner, his successors or assigns, shall have the right to take and use water for the domestic requirements of the premises known as the "Storm King Inn"; it being understood and agreed that each and all of the above parties shall have the right only to take and use such water as will flow through a 3/4 inch pipe line and that all connections with the said 3-inch main and all pipe lines therefrom shall be made at the expense of the parties hereinabove specified and without cost to second party; the said connections to be made at points selected by the said parties. In addition to the rights in this paragraph hereinabove granted, the U. S. Forestry Service shall have the right to take and use water for a fire hydrant, for fire protection only, to be located at a point selected by said service; connection with said 3-inch main to be made through a 2-inch pipe at a point on said 3-inch main to be selected by said service and that all expense of connection and construction of said line to be at the expense of said service.

(6) Second party further agrees to convey to first party by good and sufficient warranty deed Lot 3, Aldwell's Lake Crescent Villa Sites, Clallam County, Washingyon.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals the day and year in this instrument first above written.

(signed) (signed) Thomas T. Aldwell

STATE OF WASHINGTON Eva M. E. Aldwell
Second Party

By Lou Ovenden
Director of Game
First Party

By Thos. T. Aldwell,
Her Atty. in fact.

STATE OF WASHINGTON,)
) SS.
County of King.)

THIS IS TO CERTIFY THAT ON THE 16th day of February 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Lou Ovenden, to me known to be the director of game of the state of Washington, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed as the director of game, for the uses and purposes therein expressed.

(signed) Grace O. Brewer
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON,)
) SS
County of Clallam)

THIS IS TO CERTIFY that on the 21st day of February, 1934, before me, a notary public in and for the state of Washington, duly commissioned and sworn, personally came Thomas T. Aldwell and Eva M. E. Aldwell, his wife, to me known to be the persons designated in the foregoing instrument and acknowledged that they executed and signed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

(signed) J. Lyle Beam
Notary Public in and for the State of Washington, residing at Port Angeles.

11-25-1927: letter to olym from thos. t. aldwell regarding the agreement made between the undersigned applicant and the state fis

November 25, 1927

Hon. R. K. Tiffany,
State Hydraulic Engineer,
Olympia, Washington

Dear Sir:

According to the agreement made between the undersigned applicant and the State Fish Commissioner of the State of Washington, a certified copy of which is attached hereto and made a part thereof, it will appear that the undersigned has contributed a substantial part of the expense incurred by the State Fish Commission in installing headworks and pipe lines for the purpose of diverting and conducting water from Barnes Creek emptying into Lake Crescent in Clallam County, Washington, and has further donated to the State of Washington a portion of the site now occupied by the state for its fish hatchery, and that in consideration of such contribution and donation, the undersigned now enjoys the right to use whatever water flows through the said pipe line above referred to in excess of the quantity which the Lake Crescent Trout Hatchery of the State of Washington needs for itsown use and for the hatchery and pond connected therewith.

The undersigned being a citizen of the United States and of the State of Washington, and having resided in the County of Clallam for more than twenty-five years last past and having for many years last past been the owner of approximately forty acres of land abutting upon the south shore of Lake Crescent, the same having been subdivided and portions thereof having from time to time been sold to individuals, some of whom have developed the same by construction residences and summer homes thereon, and having himself highly improved a considerable portion of the said forty acres by the construction of a house and extensive gardens and knowing that considerable development of other lands and premises in the vicinity of the applicant's property is taking place, and in further view of the fact that Barnes Creek is the logical source of water supply for the premises of the undersigned applicant and for those certain grantees of the undersigned who have acquired a portion of the said forty acre tract, and that the said Barnes Creek is also available for generating water power, now in order to perpetuate my right to the use of water now being diverted and being applied to my own use and the use of my grantees and assignees, I make this application to utilize all water which may pass through an eight inch pipe line, and said application to become effective at any date hereafter at which the State of Washington shall discontinue its present use of water through its present main for the Lake Crescent Trout Hatchery above referred to, and at any time at which I am obliged to install a pipe line from Barnes Creek for distribution for domestic pusposes for myself and my assignees and grantees.

I have been continuously using water from the said Barnes Creek in amounts sufficient for domestic purposes upon the said parcel of land since the year 1913. The purpose and object of this application is not to acquire more, additional or new right, but to perpetuate the right which I have acquired by the said continuous used and by the necessities of my grantees and my own premises for domestic water supply, and furthermore to perpetuate those rights which have been expressed in that certain agreement between the State acting through L. H. Darwin, as State Fish Commissioner and myself,

a copy of which is attached hereto as aforesaid, and in support of this my application, I herewith file my affidavit which is attached hereto and made a part thereof.

Respectfully submitted,

(signed) THOS. T. ALDWELL

Recorded

December 8th, 1927

at the request of

Thos. T. Aldwell

Vol. 1 Page 251

Misc.

Supervisor of Hydraulics of
State of Washington.

R.K.Tiffany
Supervisor

G.H.

COPY

11-25-1927: letter to olym from thos. t. aldwell regarding the agreement made between the undersigned applicant and the state fis

STATE OF WASHINGTON)
: SS
COUNTY OF CLALLAM)

THOS. T. ALDWELL, being first duly sworn, on his oath deposes and says: That he is now and ever since the year 1913 has been diverting from Barnes Creek flowing into the shouth shore of Lake Crescent, a sufficient amount of water for his own domestic purposes and for the domestic purposes of his grantees and assignees, all being a tract approximately forty acres in extent;

That he is a citizen of the United States and has resided in Clallam County for more than twenty-five years last past, and that he is the Thos. T. Aldwell who entered into that certain agreement in writing with L. H. Darwin, as State Fish Commissioner of the State of Washington, providing for the use and diversion by this affiant of certain water now being conducted through a pipe line constructed from the said Barnes Creek to the Lake Crescent Trout Hatchery of the State of Washington; and that he makes this affidavit in support of the allegations contained in his application filed herewith; that he has read the said application, knows all the statements therein contained and the same are true.

(Signed) THOS. T. ALDWELL

Sworn to before me and subscribed in my presence this 25th., day of November, 1927.

(signed) H. E. Devine
Notary Public in and for the State of Washington, residing at Port Angeles.

Recorded

December 8th, 1927

at the request of

Thos. T. Aldwell

Vol. 1. Page 250
Misc.
the Supervisor of Hydraulics of
State of Washington

R. K. Tiffany
CH

No. 72710

AGREEMENT

State of Washington to Thos. T. Aldwell

THIS AGREEMENT made and entered into this 14th. day of September 1916, between L. H. Darwin as State Fish Commissioner of the State of Washington acting in this behalf for and as the agent and representative of the State of Washington, party of the first part and Thomas. T. Aldwell of Port Angeles, Washington, party of the second part, WITNESSETH,

That, whereas, the State of Washington has constructed and is now operating and maintaining a fish hatchery at Lake Crescent in Clallam County, Washington, and in connection therewith, has installed head works and a pipe line for the purpose of diverting and conducting waters from Barn's Creek to the fish hatchery.

And whereas, the party of the second part contributed to the cost and expense of constructing said pipe line in the sum of Three-hundred ninety-four and 99/100 ($394.99) and has further donated to the State of Washington a portion of the Site for said fish hatchery, said contribution having been made on a verbal understanding and agreement between the parties hereto that the party of the second part should be entitled to the use of all excess water conveyed by means of said pipe line.

Now, therefore, in consideration of the premises and to the end that the rights of said second party may be evidenced in writing,

It is agreed by the said party of the first part that the party of the second part, his successors or assigns, shall have the right and permission as hereby granted to use whatever of the water flowing through said pipe line above referred to which is above and in excess of the water which the Lake Crescent Trout Hatchery desire for itsown use and for hatchery or pond purposes and for the use of the State of Washington, said use by the party of the second part to continue as long as the State maintains the said Fish Hatchery and the present pipe line endures.

It is understood and agreed between the parties hereto that this agreement does not cover or provide for any repairs to the present pipe line or reconstructions, in the event that the same becomes necessary or the portions of such burden as should be bourne by the parties hereto, but that all such question shall be taken up and settled and adjusted with whomever the Fish Commissioner is at such time.

IN WITNESS WHEREOF, the Party of the First Part has executed these presents in duplicate the day and year first above written.

L. H. Darwin
State Fish Commissioner
Party of the First Part

Thomas T. Aldwell
Party of the Second Part

Filed for record at request of T.T.Aldwell, October 23, 1916, 10:30 A.M.

J. W. Warren, Auditor
By: R.D.McLaughlin,Deputy.

STATE OF WASHINGTON)
COUNTY OF CLALLAM) SS

I, J. W. Warren, County Auditor of Clallam County, Washington, certify that I have compared the within copy of Agreement consisting of one page with the original record on file in my office as it appears at Page 9 of Volume 100 of Deeds Records of Clallam County, Washington; that the same is a true and correct copy of the original record and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office this 28th, day of November 1927.

/s/ J. W. Warren, Auditor

12-08-1927: copy of affidavit of thos. t. aldwell, concerning appropriation of water from barnes creek

THIS IS TO CERTIFY That the attached is a full, true and correct copy of Affidavit of Thos. T. Aldwell, concerning appropriation of water from Barnes Creek; informal application for such water addressed to R. K. Tiffany, State Hydraulic Engineer; and Agreement between L. H. Darwin, as State Fish Commissioner, Party of the First Part, and Thomas T. Aldwell, Party of the Second Part, as same appear of record in Volume 1 of Miscellaneous Records at Pages 250, 251, and 252 respectively, in the office of the State Supervisor of Hydraulics, at Olympia, Washington

WITNESS my hand this 8th., day of December, 1927.

Secretary for Division of Hydraulics

Recorded

Dec. 8th., 1927

At the request of

Thos. T. Aldwell

In Vol. 1 Page 250, 251, & 252
Misc.

of the Supervisor of Hydraulics of
State of Washington

R. K. Tiffany
Supervisor of Hydraulics

by G. H.

11-25-1927: letter to olym from thos. t. aldwell regarding the agreement made between the undersigned applicant and the state fis

November 25, 1927

Hon. R. K. Tiffany,
State Hydraulic Engineer,
Olympia, Washington

Dear Sir:

According to the agreement made between the undersigned applicant and the State Fish Commissioner of the State of Washington, a certified copy of which is attached hereto and made a part thereof, it will appear that the undersigned has contributed a substantial part of the expense incurred by the State Fish Commission in installing headworks and pipe lines for the purpose of diverting and conducting water from Barnes Creek emptying into Lake Crescent in Clallam County, Washington, and has further donated to the State of Washington a portion of the site now occupied by the state for its fish hatchery, and that in consideration of such contribution and donation, the undersigned now enjoys the right to use whatever water flows through the said pipe line above referred to in excess of the quantity which the Lake Crescent Trout Hatchery of the State of Washington needs for itsown use and for the hatchery and pond connected therewith.

The undersigned being a citizen of the United States and of the State of Washington, and having resided in the County of Clallam for more than twenty-five years last past and having for many years last past been the owner of approximately forty acres of land abutting upon the south shore of Lake Crescent, the same having been subdivided and portions thereof having from time to time been sold to individuals, some of whom have developed the same by construction residences and summer homes thereon, and having himself highly improved a considerable portion of the said forty acres by the construction of a house and extensive gardens and knowing that considerable development of other lands and premises in the vicinity of the applicant's property is taking place, and in further view of the fact that Barnes Creek is the logical source of water supply for the premises of the undersigned applicant and for those certain grantees of the undersigned who have acquired a portion of the said forty acre tract, and that the said Barnes Creek is also available for generating water power, now in order to perpetuate my right to the use of water now being diverted and being applied to my own use and the use of my grantees and assignees, I make this application to utilize all water which may pass through an eight inch pipe line, and said application to become effective at any date hereafter at which the State of Washington shall discontinue its present use of water through its present main for the Lake Crescent Trout Hatchery above referred to, and at any time at which I am obliged to install a pipe line from Barnes Creek for distribution for domestic pusposes for myself and my assignees and grantees.

I have been continuously using water from the said Barnes Creek in amounts sufficient for domestic purposes upon the said parcel of land since the year 1913. The purpose and object of this application is not to acquire more, additional or new right, but to perpetuate the right which I have acquired by the said continuous used and by the necessities of my grantees and my own premises for domestic water supply, and furthermore to perpetuate those rights which have been expressed in that certain agreement between the State acting through L. H. Darwin, as State Fish Commissioner and myself,

11-25-1927: letter to olym from thos. t. aldwell regarding the agreement made between the undersigned applicant and the state fis

a copy of which is attached hereto as aforesaid, and in support of this my application, I herewith file my affidavit which is attached hereto and made a part thereof.

Respectfully submitted,

(signed) THOS. T. ALDWELL

Recorded

December 8th, 1927

at the request of

Thos. T. Aldwell

Vol. 1 Page 251

Misc.

Supervisor of Hydraulics of
State of Washington.

R.K.Tiffany
Supervisor

G.H.

COPY

11-25-1927: letter to olym from thos. t. aldwell regarding the agreement made between the undersigned applicant and the state fis

STATE OF WASHINGTON)
: SS
COUNTY OF CLALLAM)

THOS. T. ALDWELL, being first duly sworn, on his oath deposes and says: That he is now and ever since the year 1913 has been diverting from Barnes Creek flowing into the shouth shore of Lake Crescent, a sufficient amount of water for his own domestic purposes and for the domestic purposes of his grantees and assignees, all being a tract approximately forty acres in extent;

That he is a citizen of the United States and has resided in Clallam County for more than twenty-five years last past, and that he is the Thos. T. Aldwell who entered into that certain agreement in writing with L. H. Darwin, as State Fish Commissioner of the State of Washington, providing for the use and diversion by this affiant of certain water now being conducted through a pipe line constructed from the said Barnes Creek to the Lake Crescent Trout Hatchery of the State of Washington; and that he makes this affidavit in support of the allegations contained in his application filed herewith; that he has read the said application, knows all the statements therein contained and the same are true.

(Signed) THOS. T. ALDWELL

Sworn to before me and subscribed in my presence this 25th., day of November, 1927.

(signed) H. E. Devine
Notary Public in and for the State of Washington, residing at Port Angeles.

Recorded

December 8th, 1927

at the request of

Thos. T. Aldwell

Vol. 1. Page 250
Misc.
the Supervisor of Hydraulics of
State of Washington

R. K. Tiffany
CH

No. 72710

AGREEMENT

State of Washington to Thos. T. Aldwell

THIS AGREEMENT made and entered into this 14th. day of September 1916, between L. H. Darwin as State Fish Commissioner of the State of Washington acting in this behalf for and as the agent and representative of the State of Washington, party of the first part and Thomas. T. Aldwell of Port Angeles, Washington, party of the second part, WITNESSETH,

That, whereas, the State of Washington has constructed and is now operating and maintaining a fish hatchery at Lake Crescent in Clallam County, Washington, and in connection therewith, has installed head works and a pipe line for the purpose of diverting and conducting waters from Barn's Creek to the fish hatchery.

And whereas, the party of the second part contributed to the cost and expense of constructing said pipe line in the sum of Three-hundred ninety-four and 99/100 ($394.99) and has further donated to the State of Washington a portion of the Site for said fish hatchery, said contribution having been made on a verbal understanding and agreement between the parties hereto that the party of the second part should be entitled to the use of all excess water conveyed by means of said pipe line.

Now, therefore, in consideration of the premises and to the end that the rights of said second party may be evidenced in writing,

It is agreed by the said party of the first part that the party of the second part, his successors or assigns, shall have the right and permission as hereby granted to use whatever of the water flowing through said pipe line above referred to which is above and in excess of the water which the Lake Crescent Trout Hatchery desire for itsown use and for hatchery or pond purposes and for the use of the State of Washington, said use by the party of the second part to continue as long as the State maintains the said Fish Hatchery and the present pipe line endures.

It is understood and agreed between the parties hereto that this agreement does not cover or provide for any repairs to the present pipe line or reconstructions, in the event that the same becomes necessary or the portions of such burden as should be bourne by the parties hereto, but that all such question shall be taken up and settled and adjusted with whomever the Fish Commissioner is at such time.

IN WITNESS WHEREOF, the Party of the First Part has executed these presents in duplicate the day and year first above written.

L. H. Darwin
State Fish Commissioner
Party of the First Part

Thomas T. Aldwell
Party of the Second Part

Filed for record at request of T.T.Aldwell, October 23, 1916, 10:30 A.M.

J. W. Warren, Auditor
By: R.D.McLaughlin,Deputy.

STATE OF WASHINGTON)
COUNTY OF CLALLAM) SS

I, J. W. Warren, County Auditor of Clallam County, Washington, certify that I have compared the within copy of Agreement consisting of one page with the original record on file in my office as it appears at Page 9 of Volume 100 of Deeds Records of Clallam County, Washington; that the same is a true and correct copy of the original record and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of my office this 28th, day of November 1927.

/s/ J. W. Warren, Auditor

12-08-1927: copy of affidavit of thos. t. aldwell, concerning appropriation of water from barnes creek

THIS IS TO CERTIFY That the attached is a full, true and correct copy of Affidavit of Thos. T. Aldwell, concerning appropriation of water from Barnes Creek; informal application for such water addressed to R. K. Tiffany, State Hydraulic Engineer; and Agreement between L. H. Darwin, as State Fish Commissioner, Party of the First Part, and Thomas T. Aldwell, Party of the Second Part, as same appear of record in Volume 1 of Miscellaneous Records at Pages 250, 251, and 252 respectively, in the office of the State Supervisor of Hydraulics, at Olympia, Washington

WITNESS my hand this 8th., day of December, 1927.

Secretary for Division of Hydraulics

Recorded

Dec. 8th., 1927

At the request of

Thos. T. Aldwell

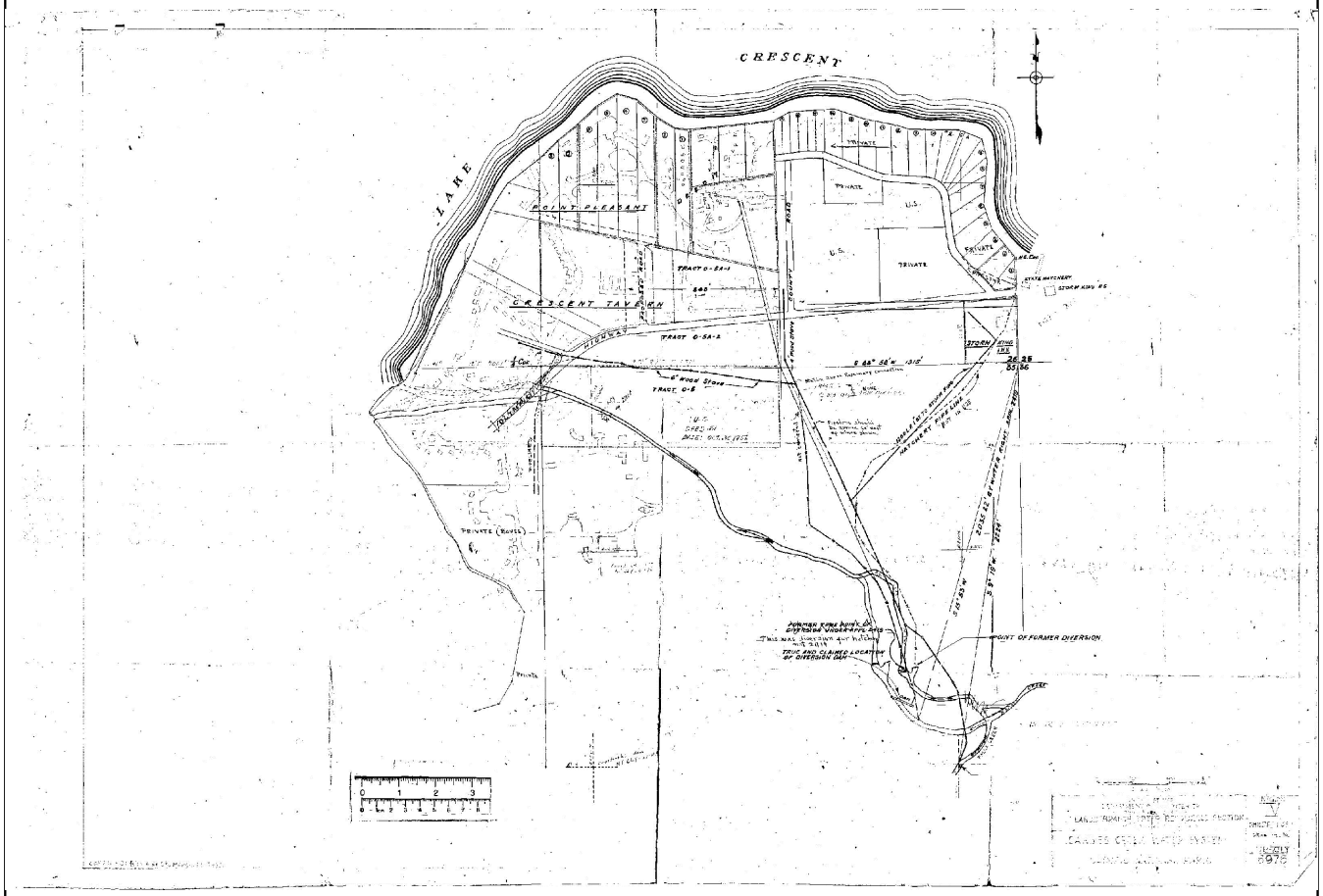
In Vol. 1 Page 250, 251, & 252
Misc.

of the Supervisor of Hydraulics of
State of Washington

R. K. Tiffany
Supervisor of Hydraulics

by G. H.

00-00-0000: map of the barnes creek water system



Reply Refer To:
L-54

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Olympic National Park
Port Angeles, Washington

RECEIVED
NPS, REGION FOUR OFFICE
AUG 15 1955

August 12, 1955

	SURNAME	DATE
REG. DIR.		
ASST. R.D.		
OPERATIONS		
ADMIN.		
COOP. ACT.		
INTERP.		
LEGAL		

Memorandum

To: Regional Director, Region Four

From: Superintendent, Olympic

Subject: Barnes Creek Water System and Rosemary Inn Water Right Docket 14.

Attached is one print of Drawing NP-OLY-6976 - Barnes Creek Water System, to which we have added some details as requested; three copies of Aldwell's application to perputate certain water rights, including affidavit and agreement of 1916 with the Washington State Fish Commissioner; three copies of 1934 agreement between Aldwell and the State of Washington acting through the Director of Game.

As to Mr. Dunn's memorandum of April 22, we have attempted to furnish the information requested, besides that which will be found in that part listed as Summary of Water Lines at Barnes Creek, we refer here to certain paragraphs of his memorandum.

Paragraph 7 - The reservations in the deed to Lake Crescent Tavern property were in reference to water and water rights appurtenant to adjoining land owned by Bovee and to that owned by De Wilde. This land, with the exception of 575 feet of Government Lot 1 (Bovee), has been acquired by the United States thus becoming successor in interest. The reserved land and pipeline are shown on Drawing 6976.

Paragraph 8 - No change in site of Storm King Ranger Station. Not to be confused with Storm King Inn or Lake Crescent Ranger Station.

Aldwell's subdivision still connected to old line but it is not in use or usable, as intake is not reached by flow of water from the creek.

See Aldwell's documents as to when use was started and amount of water.

Of the original forty acres on which Aldwell claimed water use, the U. S. now owns approximately 17.86 acres. This leaves eighteen lots and two small acreage tracts in private ownership. On these eighteen lots there are ten buildings used as dwellings.

There are no records to show whether or not Storm King Ranger Station was connected to the original hatchery line (in use 1916) or what source of water supply was used prior to the time of being connected to the hatchery line.

Paragraph 9 - Records indicate that the original hatchery pipeline was in use in October 1916 and may have been constructed a year or more before that date.

Lake Crescent Lodge or Tavern pipeline was in use in October 1928 as shown by a U. S. Forest Service permit for a pipeline right-of-way. How long before this it was being used is unknown.

Paragraph 10 - There are no water tanks or standpipes in either the Rosemary Inn or Lake Crescent Lodge areas.

Paragraph 11 - Present existing plans do not call for more than 23 acres to be irrigated.

Paragraph 12 - The original Lake Crescent Tavern was built in 1916. There is nothing to indicate that any other source of water supply was used than that of Barnes Creek. The first documented use that we could find, is a Forest Service permit for a pipeline issued in 1928.

SUMMARY OF WATER LINES AT BARNES CREEK

No. 1 - State Hatchery and Aldwell's

The original diversion (in use 1916) was 200 feet upstream from the 1934 diversion. The 1934 diversion consisted of two pipe lines in one ditch. One 6" line serving the hatchery for operation purposes, and the other a 3" line serving Aldwell's Lake Crescent Villa Sites (a 1920 subdivision), Storm King Inn, Storm King Ranger Station, and the State Hatchery and Highway Department, for domestic purposes, with special provisions for a Forest Service fire hydrant.

In 1927, to perpetuate certain water rights, Thos. T. Aldwell wrote a letter of application to the State Hydraulic Engineer, also made affidavit to support the allegated use of water. Both these documents were filed and recorded. Copies of these and a later agreement with the State are enclosed.

When some of the lots in the Aldwell's Lake Crescent Villa Sites were sold, the deeds contained certain covenant restrictions and conditions, including the use of water; an example follows:

Lot Nineteen (19) of Aldwell's Lake Crescent Villa Sites.

Agreement pertaining to use of water and restrictive covenants as to use of said property as contained in instrument executed by Thos. T. Aldwell and Eva M. E. Aldwell, his wife, and the Pacific Telephone

and telegraph Company, a corporation, dated January 10, 1929, recorded in Volume 120 of Deeds, Page 143 under Auditor's File No. 132227, Records of Clallam County, Washington, reciting substantially as follows:

> Whereas, by deed heretofore executed by said first parties and recorded in Volume 98 of Deeds, at Page 256 and 257, in the Auditor's Office of Clallam County, Washington, the first parties did convey to the second party the West 46 feet, 2 inches, of Lot Nineteen (19), Aldwell's Lake Crescent Villa Sites in Clallam County, Washington; and
>
> Whereas, the aforementioned deed contained no references to conveyance of the right of first parties to use water, which water right was granted to said first parties by agreement from the State of Washington, which said agreement is recorded in Volume 100 of Deeds, at Page 9, Records of the Auditor's Office of Clallam County, Washington;
>
> NOW, THEREFORE, the first parties hereby give, grant, assign and convey to the second party the right to participate, with the first parties and other property owners, in the use of water from pipe lines going through said property for purposes only of household use and sprinkling, the tap not to exceed 3/4 inch; providing further that second party shall participate in an equitable manner in the upkeep of said line; and subject to the conditions of said water right from the State of Washington above referred to.
>
> Said right to use said water is given and granted in consideration of the second party covenanting and agreeing to the following building restrictions: The grantee, second party, shall not construct any house or dwelling of a value less than one thousand dollars (1,000), and grantee, shall not use the property herein conveyed, or permit anyone else to do so, for a summer resort, hotel, or any other commercial purpose, (except that said property can and may be used for a telephone and telegraph station and other purposes incidental thereto.)
>
> (. . . .) Note - This last exception applied only to this particular lot and was not part of other deeds.

Several of the lots in Aldwell's Lake Crescent Villa Sites, including the late Aldwell's property (Longfellow's) and Carter's property, are now pumping water from wells. These two particular properties had wells driven in 1953 or thereabouts and are not now depending on any pipeline from Barnes Creek. Possibly this could be construed as an abandonment of water rights on Barnes Creek.

No. 2 - Rosemary Inn - Original

A different diversion and intake, being upstream from the 1934 State Hatcery intake and probably close to or at the original

hatchery diversion. Prior to 1930, water for Rosemary, was obtained from a well, as indicated by a windmill and pump which were still on the property near the lake shore, when same was acquired by the Park Service.

No. 3 - Lake Crescent Lodge (Lake Crescent Tavern) also served Point Pleasant Subdivision)

Used same diversion dam as State Hatchery (1934) but separate intake and pipe line. It is unknown what intake was used from 1928 to 1934. The U. S. Forest Service issued a permit on October 3, 1928, to A. G. Mechand (Lake Crescent Tavern) for a right-of-way across Federal land covering 150 feet of pipeline. If this distance was right, it would indicate that the original intake was down stream from the 1934 one.

Water service is now provided to Lake Crescent Lodge and Point Pleasant Subdivision from the Park Service line. There is also an existing reservation which provides for a pipeline right-of-way and water service to private abutting property (Bovee's).

No. 4 - Present Park Service Diversion and Pipeline

This diversion (on Falls Creek) and pipeline now serves Storm King, Storm King Ranger Station, Rosemary, Lake Crescent Lodge and Point Pleasant Subdivision. There is no present connection between this line and the one that originally served Aldwell's Lake Crescent Villa Sites.

We hope that this material will assist Mr. Dunn in solving some of the water right problems rather than adding to the confusion.

Fred J. Overly
Superintendent

Enclosures - 3 Copies Aldwell's Application
3 Copies of 1934 Agreement
1 Print of Drawing NP-OLY-6976

cc: WODC

In reply refer to:
L54-L

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

RECEIVED
NPS, REGION FOUR OFFICE
APR 27 1955

	SURNAME	DATE
REG. DIR.		
ASST. R.D.		
OPERATIONS	Hurt	4-27
ADMIN.		
COOP. ACT.		
INTERP.		
LEGAL		
Lewis	BFm	5/25
Hillen	mH	5/23

April 22, 1955
Passed in books 5/23 after 1 week absence Britt

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Barnes Creek Water System and Rosemary Inn Water Right, Docket 14, Olympic National Park

Attached are four prints of partially completed Drawing NP-OLY-6976, Barnes Creek Water System. Not knowing exactly who will supply the answers to the following questions, it is requested that you make the distribution to the Superintendent and Western Office of Design and Construction. The fourth print is for use with the reply to this memorandum.

The drawing has been prepared from data submitted with the memorandum of January 12 from Mr. Johnston. His enclosures included a memorandum of December 23, 1954, from Mr. Overly, suggesting that the reconstructed water system did not appear to involve water rights. Unfortunately, this system, like most others in Olympic, is operating with inadequate water rights.

The present water use may not involve the use of more water than is authorized under the Rosemary Inn water right certificate, but the point of diversion and part of the place of use are not authorized. The new pipeline can divert nearly twice the amount of water authorized under that right and we do not know whether there were vested rights appurtenant to the Lake Crescent Tavern system to cover such diversions or not. The following information is desired to permit proper water right action, and can probably be supplied without engineering survey.

The accompanying drawing is compiled from several maps including township plats and subdivision plats. Some show the variations in bearings along the north line of Section 35 and others assume it is a straight line. These variations have been reconciled with sufficient accuracy for our land description purposes.

* Lee Jackson for 1 print B

* 5/25 - memo to Olympic MB
5/19 - Memo to Dir w/print

There is also variation in topography. We have inked in the upper portion of Barnes Creek with the idea that reconciliation will be made by correcting the ties used in the original Rosemary Inn water right. We have accepted the tie from the new pipeline to the N¼ Corner Section 35, and the bearings along that pipeline, as correct on Drawing 2180-A. Some possible error in the tie from new diversion to NE Corner Section 35 is not important, and we believe that ties from old and new points of diversion should be to the same corner to make the change in point of diversion more comprehensible.

The drawing shows two resulting locations of the mouth and lower section of Barnes Creek, one in solid pencil line from Drawing 2180-A, and by dash line from earlier maps. It will be appreciated if the Lake Shore and lower portion of the creek are sketched in with approximately proper relation to the proposed development. Presumably those preparing Drawing 2180-A can show these details within 5 or 10 feet if they are close to proposed buildings, or within 25 feet if the distance is several hundred feet.

The deeds to the Lake Crescent Tavern area include reservations of some land and interest in water. Drawing 6976, when complete, should show the reserved land and water lines. Probably only Mr. Overly can show those features, and no accurate survey of the pipeline laterals is needed. If the laterals terminate on the reserved land, it will also be sufficient to show the near side of each reserved tract.

We seem to have old and new sites for the Storm King Ranger Station. Please advise whether the development was relocated, or reconcile the variations. As previously stated, there is also a suggestion that the Aldwell subdivision between the Fish Hatchery and Rosemary Inn may obtain water from the old water lines in either of those areas. We should be advised of such use, about when it started, and the approximate amount of water or population served. The returned print should also show the approximate pipeline location from Federal system to edge of the private land. We should also know what water source, if any, the Storm King Ranger Station had before the Fish Hatchery line was constructed.

We may or may not have the date when the Fish Hatchery pipeline was constructed. We do not know when the Lake Crescent Inn Water System was constructed. We shall need those dates as closely as they can be determined.

The only established appropriative water right is that for the Rosemary Inn, for 0.2 sec.ft., or 129,263 gallons per day. From the elevations on Drawing 2180-A, we find that the 6 inch wood stave pipe will deliver about 0.3404 sec.ft. to the junction of the 4"

10 CONT

Rosemary Inn pipe with a fall of about 4.75 feet and residual pressure of about 28 pounds. This is equivalent to 15.25 gpm. For fire protection purposes this is about the maximum water and minimum head which should be considered, but for water right purposes, we can increase the water claim somewhat for domestic and irrigation purposes when there are no fires. For this purpose, we should have the locations and elevations of water tanks in the Inn and Tavern areas for more refined computation of maximum diversions.

11

We have also determined that the domestic water demand for the Inn and Tavern is between 10,000 and 20,000 gallons per day, but have not yet attempted to estimate irrigation demands. There is now about enough water for 23 acres, and we should like to know whether the landscape plans call for above that amount of lawn or other vegetation which will need irrigation.

12

It seems evident that the United States should claim rights to about 0.15 sec.ft. in excess of those covered by the Rosemary Inn right (License No. 2-806). We must also change the point of diversion and part of the place of use. Until we know the date of first water use by the Lake Crescent Tavern, we do not know whether to appropriate the additional water by application and new permit and license; or by recording rights vested before the water code was adopted, in connection with the changes in point of diversion and place of use. The latter will give better priority if the use is old enough.

A. van V. Dunn
Chief, Water Resources Section

Attachments 4

In quadruplicate

In reply refer to:
L54-L

April 22, 1955

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Barnes Creek Water System and Rosemary Inn Water Right, Docket 14, Olympic National Park

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SIGNED

A. van V. Dunn
Chief Water Resources Section

Attachments 4

In quadruplicate

Copy to: Mr. Dunn

AvVDunn:lct

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

May 2, 1950

Memorandum

To: Superintendent, Olympic

From: Acting Regional Director

Subject: Approved Special Use Permit I-47np-413 to Walter G. Bovee, Barnes Creek Area, Olympic National Park

Attached is copy of Mr. Demaray's memorandum of April 19 regarding the above mentioned permit. It will be appreciated if you will provide this office with the information requested so that the general situation can be given careful study for future action.

In this connection, we are now sending copy of your memorandum of April 12, 1949, to the Director since our files do not indicate that the Washington office ever received a copy. Even so, the Washington office memorandum of April 19 will require a further detailed reply.

C. E. Persons
Acting Regional Director

Attachment 1

Copy to: The Director (w/cy of Mr. Williams' memo of April 12, 1949)



C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASH.

April 12, 1949

MEMORANDUM for the Regional Director, Region Four.

Transmitted herewith are six copies of special use permit I-47np-294 proposed for issuance to Walter G. Bovee, to authorize a water use and pipe line right of way. You will note that the permit covers a five year period, fee payable annually.

Our files indicate that the Forest Service issued a right of way permit October 3, 1928 to A. G. Mechaud, and on June 3, 1938 it was transferred to Frank Maltby. We issued a special use permit, unnumbered and without fee, to Lake Crescent Tavern, for 1939; W. G. Bovee signed the permit. Permit for 1940, I-26p-21, provided for a $1.00 fee, and was also signed by Bovee for Lake Crescent Tavern. Permits for 1941, 1942 and 1943 (the latter renewable annually through 1948), were issued to Mr. Bovee, each with a $1.00 fee. All, including the U. S. Forest Service permits, stipulated right of way approximately 150 ft. in length in the Storm King Ranger Station area, Sec. 35, T30N, R9W, WM, for water pipe line for domestic purposes and fire protection. No mention was made of water. The permittee was asked to furnish evidence of right to take water from Barnes Creek, but apparently cannot, hence we have included water use in the land description in order to cover all use.

Mr. Dunn's treatise on Olympic water problems (October 12, 1940) indicates a right of way permit but no certificate. We believe it essential to include water use, even though it has not been specifically provided for in the permits covering the past 20 years.

The Bovee property, as shown in our records, is Lot 1, comprised of that portion of NE¼NW¼ not covered by Lake Crescent, and NW¼NE¼, Sec. 35, T30N, R9W, WM. The water and pipe line serves Mr. Bovee and Lake Crescent Lodge, a privately owned resort on private land.

The chief difference between this permit and previous permits is that this one provides for water as well as pipe line right of way.

The fee is being held in special deposits pending your approval.

/s/ Thos. J. Williams
Thos. J. Williams
Acting Superintendent

Enclosure 100

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
WASHINGTON 25, D. C.

MAR 11 1952

The Honorable
The Attorney General
Washington 25, D. C.

Sir:

Your letter of May 15, 1951, (your reference 33-49-222-23), reported on the examination of a certificate of title and other papers relating to a tract of land in Clallam County, Washington, known as the Lake Crescent Hatchery. This land is being acquired for addition to Olympic National Park from the State of Washington in exchange for the Birdsview Fish-Cultural Station, as authorized by the act of June 8, 1949 (63 Stat. 159).

It is believed that the requirements of your preliminary title opinion now have been met. The rights and easements noted as objections 2, 4, and 5 of your opinion have been considered and it has been administratively determined that such rights and easements will not interfere with the contemplated use of the land. It is requested that you reexamine the title papers and advise whether a valid title to the land is now vested in the United States.

Upon receipt of your final opinion approving the title to the land being acquired by the United States, an exchange deed will be submitted to the Secretary of the Interior for execution for the purpose of conveying the Birdsview Fish-Cultural Station to the State of Washington, thereby completing the exchange contemplated by the act of June 8, 1949.

Very truly yours,

(SGD) O. H. JOHNSON

Acting Director

Enclosure

Copy to: Regional Director, Portland, Ore.
Director, National Park Service (3)

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

March 5, 1952

Memorandum

To: Chief of Lands

From: Chief, Water Resources Branch

Subject: Quitclaim Deed of October 19, 1951, to Convey Lake Crescent Fish Hatchery at Olympic from State of Washington to United States

The deed does not specify conveyance of appurtenances. However, Mr. Sanders advises that a statutory deed form has been used, and that the statute prescribes that appurtenances are part of the real estate. Accordingly, I am surnaming the letter which Mr. Rollins has prepared for the Acting Director's signature, to request reconsideration and approval by the Attorney General.

As a precaution, however, I submit two prints of drawing NP-OLY-6956 which show the hatchery building and pipe line, which constitute the appurtenances. According to my information, the hatchery building is partially on Lot 2, and partially on adjacent Federal land. The pipe line, 8" in diameter, is largely on Federal land. The Forest Service constructed a lateral from the pipe line, to serve the Storm King Ranger Station which is now a Park structure. I understand that Aldwell also constructed a lateral, not shown, to serve his lots to the west of Lots 2 and 3.

No water claim has ever been filed with the State Supervisor of Hydraulics, so far as I have been able to determine, and the fish hatchery has not been operated for ten years or more. Thus, the right to use water for fish culture has probably lapsed, but the claims of the Park Service and owners of lots in the Aldwell subdivision are "active," and are all dependent on the needlessly large pipe line.

In addition, the headgate of the pipe line is in the same diversion works which serve the Lake Crescent Tavern pipe line which the United States is also acquiring by other deeds. There are also plans for consolidation of these diversions with that of the Federally owned Rosemary Pipe Line.

The result of the deeds to the hatchery and Tavern properties will be that the United States owns all pipe lines with obligations to serve certain private lands at the Tavern and adjacent to the hatchery. The obligations to serve land near the Tavern are fairly well defined in the deeds. On the other hand, the subject deed to the hatchery lands leaves all obligations undefined.

Accordingly, I suggest that the deed and letter be rerouted through the Chief Counsel to the Director.

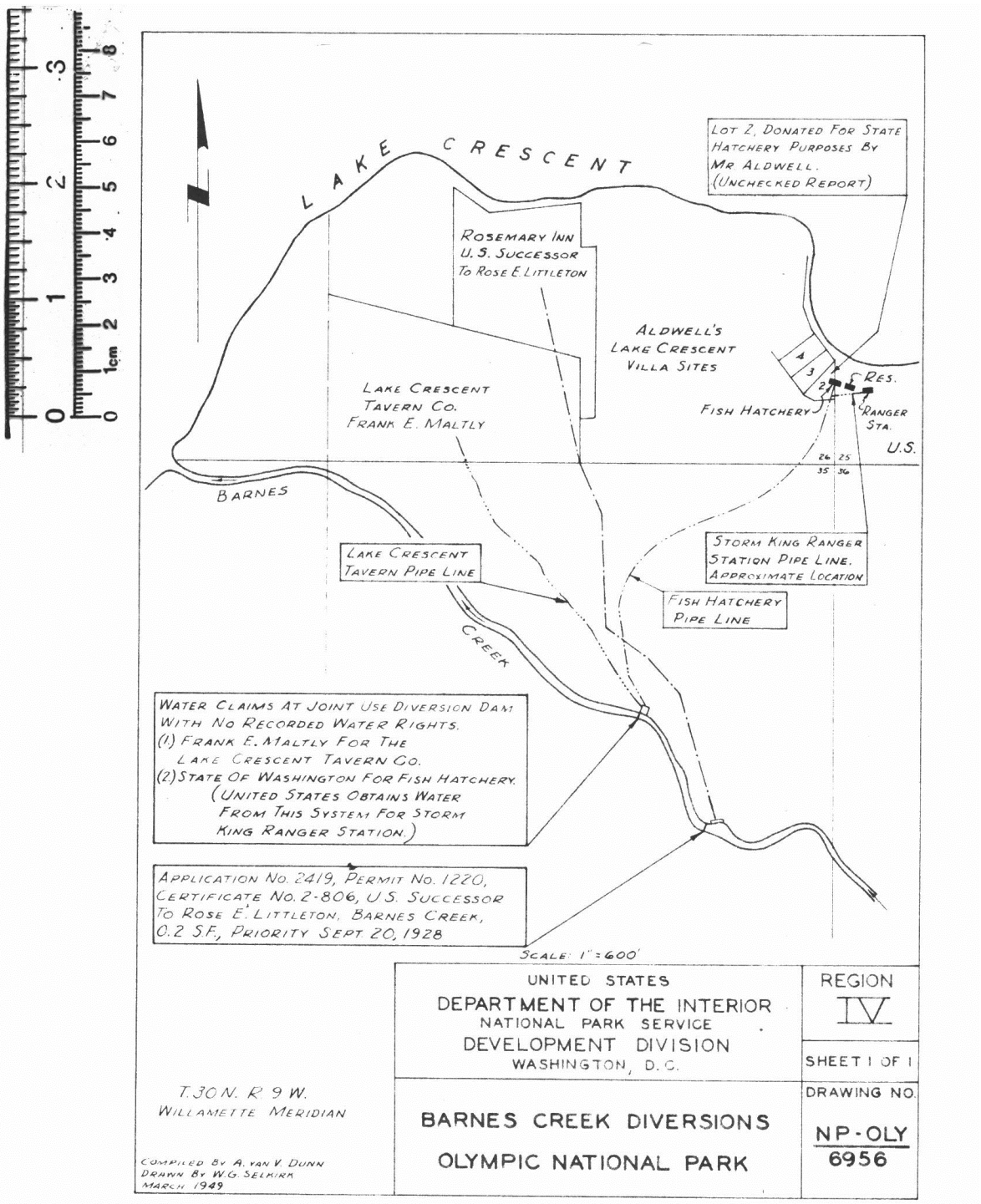
(SGD.) A. VAN V. DUNN

A. van V. Dunn
Chief, Water Resources Branch

Attachments 2

Copy to: Mr. Kittredge , with copy of attachment
Mr. Siler , with copy of attachment
Mr. Dunn , with copy of attachment

AvanVDunn:sh


LAKE CRESCENT
LOT 2, DONATED FOR STATE HATCHERY PURPOSES BY MR ALDWELL. (UNCHECKED REPORT)
ROSEMARY INN U.S. SUCCESSOR TO ROSE E. LITTLETON
ALDWELL'S LAKE CRESCENT VILLA SITES
4
3
2
RES.
FISH HATCHERY
RANGER STA.
LAKE CRESCENT TAVERN CO. FRANK E. MALTLY
U.S.
26 25
35 36
BARNES
LAKE CRESCENT TAVERN PIPE LINE
STORM KING RANGER STATION PIPE LINE. APPROXIMATE LOCATION
FISH HATCHERY PIPE LINE
CREEK
WATER CLAIMS AT JOINT USE DIVERSION DAM WITH NO RECORDED WATER RIGHTS.
(1) FRANK E. MALTLY FOR THE LAKE CRESCENT TAVERN CO.
(2) STATE OF WASHINGTON FOR FISH HATCHERY. (UNITED STATES OBTAINS WATER FROM THIS SYSTEM FOR STORM KING RANGER STATION.)
APPLICATION NO. 2419, PERMIT NO. 1220, CERTIFICATE NO. 2-806, U.S. SUCCESSOR TO ROSE E. LITTLETON, BARNES CREEK, 0.2 S.F., PRIORITY SEPT. 20, 1928
SCALE: 1" = 600'
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DEVELOPMENT DIVISION
WASHINGTON, D. C.
REGION IV
SHEET 1 OF 1
T. 30 N. R. 9 W.
WILLAMETTE MERIDIAN
BARNES CREEK DIVERSIONS
OLYMPIC NATIONAL PARK
DRAWING NO.
NP-OLY
6956
COMPILED BY A. VAN V. DUNN
DRAWN BY W.G. SELKIRK
MARCH 1949

WR Copy

In reply refer to:
D5039 OLYM

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR 5
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

March 7, 1951

Memorandum

To: Director

From: Regional Engineer

Subject: Drawing No. NP-OLY-5500, Proposed Rosemary Water System, Olympic National Park

In Mr. Cameron's memorandum of February 28 on the subject, copy of which was sent your office, in order to answer Mr. Dunn's questions, he made several references to design estimates and computations used in planning this project. To enable Mr. Dunn to complete his files on the water problems of this area and to permit his compilation and integration of our figures with the presently available data, we are transmitting, herewith, copies of the design sheets from our files on this subject.

(SGD) H. L. CROWLEY

H. L. Crowley
Regional Engineer

Attachments 4



AREA - OLYMPIC

Job Rosemary Water System

sheet 1 of 4 9Nov54

Designed by Cameron

Checked by

Problem:-

Revise plans for Rosemary Water System to:

(1) Add storage for fire protection
(2) Hydraulic properties of line to support 2 firestreams
(3) Permit the addition of other users in Barnes Cove Area
(4) Change Diversion to Falls Creek to reduce Maintenance Charges.

Design data: 1- Firestream = 250 gpm @ 50 #/□" pressure.
2- Hydrants 40 feet from any bldg 150 ft of hose
3- Every building covered by Two hosestreams.

Hydraulic Properties of EXISTING WOOD Stave line:

Elevation present intake 690 feet
Rosemary Inn 590
100' available head

Pipeline: 1 firestream on line Head losses in pipeline

750 ft 6" line = 0.61 x 7.5 = 4.6 ft
1725 ft 4" line = 4.27 x 17.25 = 74.0 ft
150 ft fire hose 15.3 x 1.5 = 24.8 ft
103.4 Total Head Loss

Present System can not support a single firestream:

Hydraulic Properties of Proposed line from base of Marymere Falls.

Elev of Proposed Reservoir (10' below base of falls) 740 ft
Rosemary Inn 590 ft
150 ft Available head.

6" Pipeline: (500 gpm) (Transite pipe C=140)

2600 ft 8" Line 26 x 0.654 = 17.0
1500 ft 6" Line 15 x 2.56 = 38.4
150 ft of firehose 15.3 x 1.5 = 24.8
80.2

80.2 ft Head loss
70 ft Residual Head

By running 8" Line clear through Rosemary distribution System

4100 ft 8" Line 41 x 0.65 = 26.7
150 ft firehose 15.3 x 1.5 = 24.8
51.5 ft

150.0 available head
51.5 Head loss
98.5 ft Residual Head

This would give a pressure of only 42½ #/□" at Rosemary since Storm King and Lake Crescent Lodge are greater distances away their addition at a later date would be to an already sub-marginal System and would not be acceptable under our minimum standards

AREA - OLYMPIC

Job: Rosemary Water System

Sheet 2 of 4 16 Nov 50
Designed by Cameron
checked by

Hydraulic Properties of Proposed Line from top of Marymere Falls.

Elev of Proposed reservoir site 900. ft.
Rosemary Inn 590
310 ft available head

Pipeline: (Transite C=140)
4600 ft 6" line 46 x 2.56 = 118.0
150 ft firehose 1.5 x 15.3 = 24.8
142.8

310 available
143 friction loss
167 ft residual head
73 #/□" pressure

This would permit additional lines to be added as we acquire more property in this area and still give adequate pressures for good fire protection.

Duration of fire stream 20,000 gals ÷ 500 gpm = 40 minutes
Velocity in 6" line 6.20 ft/sec 2300 ft ½ h = 6 minutes
46 minutes

Capacity 4600 ft 6" line 9[illegible]30 gallons

AREA OLYMPIC
Job - Rosemary Water System
Sheet 3 of 4

Estimated use of Barnes Creek Area

		G.P.D.
1- Storm King Ranger Station	3 people @ 100 gpd	300
2- Storm King Lodge (Naturalist Division Bldg		1000
5 temp naturalists & public toilets		
3 Aldwells Subdivision	19 lots x 3 persons x 100 gals/person	5400
4 Rosemary Inn	20 cabins x 3 x 100	6000
	Lodge Bldg - estimated	5000
5 Lake Crescent Tavern	25 cabins x 300 gallons	7500
	Lodge Kitchen	5000
6 Barnes Cove Development	32 lots x 3 x 100 gallons	9600
7 Point Pleasant	8 lots x 3 x 100 gallons	2400
8 Villa Point	8 lots x 3 x 100 gallons	2400

Daily consumption = 44,600 gpd

This is approximate use allowing for 100% expansion

Daily Requirement 85,200 gallons
or Hourly Requirement 3550 gallons
or 59 gallons/min

Note: daily consumption per person 100 gallons
average No. persons per lot 3
average cabin. Capacity 3
Kitchens computed @ 5000 g.p.d.

These are daily average hour + minute demands.
3/13

AREA - OLYMPIC
Job: Rosemary Inn
sheet 4 of 4
computed by Cameron Feb 21 81
checked by

apacity of existing 4" Woodstave pipe
lead 100ft. $Q = 2475$ $d = 4"$. 0.33 ft $C = 120$

$H = \frac{v^2}{2g} + K\frac{l}{d^n}v^m$ $\quad 100 = \frac{v^2}{64.4} + 2.87\frac{(.0109)^2}{(.33)^{\frac{4}{3}}}2475\,v^2$

$100 = \frac{v^2}{64.4} + \frac{2.87(.0001)\,2475\,v^2}{.227}$

$100 = \frac{v^2}{64.4} + 3.27\,v^2$

$\sqrt{\frac{6440}{21}} = v = 5.52$ ft per Sec.

$Q = AV = .0873\ ft^2 \times 5.52\ \frac{ft}{sec} \times 450 = 203$ gallons/min

Using HAZEN-WILLIAMS TABLE $C = 100$

$2.5(x) = 100$ $\quad x =$ friction loss/1000 ft $= 40$ ft

from Table $Q = 200$ gpm $\div .71$ corrective factor to $C = 120 = 280$ gpm

Capacity of Proposed 6" pipe line
Head 300 $Q = 4600$ $d = 6"$ $C = 140$

$300 = \frac{v^2}{64.4} + \frac{2.87(.0109)^2 4600\,v^2}{(.5)^{\frac{4}{3}}}$

$300 = \frac{v^2}{64.4} + \frac{.000287(4600)v^2}{.398}$

$300 = \frac{v^2}{64.4} + .00072(4600)v^2$

$300 = \frac{v^2}{64.4} + 3.31\,v^2$

$19{,}320 = v^2(1 + 215)$

$v = \sqrt{\frac{19{,}320}{216}} = 9.4$ ft/sec

$Q = AV = 0.19\ ft^2 \times 9.4\ \frac{ft}{sec} \times 450 = 805$ gpm

---

Using HAZEN-WILLIAMS TABLES $C = 100$

$4.6(x) = 300$ $\quad x = 65$ ft/1000 $\rightarrow 1.547 \times 450 = 700$

Correct to $C = 140$ — $700 \div .54 = 1800$ gpm

Tables — $C = 140$
$2.166 \times 450 = 980$ gpm.

WR Copy

In reply refer to:
D5039 OLYM

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

March 1, 1951

Memorandum

To: Director

From: Regional Engineer

Subject: Proposed Water System, Rosemary Inn, Olympic National Park

The attached memorandum of February 28 by Engineer H. F. Cameron, Jr., is in reply to Mr. Dunn's memorandum to this office dated January 3 (D5039 OLYM).

We believe this will clarify the matter, but shall be glad to hear from Mr. Dunn again if he feels changes should be made.

(SGD) H. L. CROWLEY

H. L. Crowley
Regional Engineer

Attachment



02-28-1951: memorandum to regional engineer from engineer h. f. cameron, jr. regarding drawing no. np-oly-5500, proposed rose

In reply refer to:
D5039 OLYM

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR 5
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

CAMERON
ALLCOCK
HOHL

Memorandum

February 28, 1951

To: Regional Engineer

From: Engineer H. F. Cameron, Jr.

Subject: Drawing No. NP-OLY-5500, Proposed Rosemary Water System

Mr. Dunn's memorandum of January 3 (D5039 OLYM), commenting upon the proposed plans for the Rosemary Water System, appears to have been based upon some assumptions which are not quite in agreement with the facts of the case.

1. The plan is strictly a proposal, and the drawing was prepared to facilitate estimating and to furnish data for design computations. (Refer to your memorandum of February 21 to the Director, D5039 OLY). As a result it is believed it is a little early to attempt to change our existing water right. It should be brought out at this time that an attempt was made to tie the water line into a nearby ¼ corner. Two identical posts, a considerable distance apart, were found, both marked as the ¼ corner. It will require a rerunning of the section line to determine the correct location of the ¼ corner before an accurate tie can be made.

2. Details of the concrete reservoir are not available until the plan is approved and designs completed.

3. The use of exact capacities of the pipes seems to be a rather odd approach to the water rights problem. First, the 4 inch pipe for filling the reservoir will have an automatic shutoff valve to insure that only a minimum of water is diverted from Falls Creek. Second, our design computations do not agree with Mr. Dunn's figures as used in his discussion.

a. The present 4" line has a potential capacity of 230 gal. per minute, which far exceeds our water right.

b. Our computations on the proposed 6" line show a potential capacity of approximately 900 g.p.m.

c. Our figures for average consumption, which were computed on the average population of the area, using the number of lots, the



capacity of the Inns and allowances for the public dining rooms, (see sheet 3 of Rosemary Water System Computations), and a 100% increase for expansion, come out to about 60 gallons per minute. Mr. Dunn figured his consumption from probable water rights, a more uncertain figure than our estimated population.

d. There is no question as to Mr. Dunn's statement that we should check more carefully the adequacy of the supply. A weir was installed last summer and the Park has agreed to continue readings through several seasons, which will give us the data we lack at the present time.

e. The ultimate capacity of the pipe lines would only be used for fire suppression. This is such an unusually high demand and occurs so infrequently, that applying for a water right to cover it might well be over the stream capabilities and would work a hardship on any future diversions.

f. There is evidently a conflict in Mr. Dunn's mind as to the location of the proposed Falls Creek Diversion and a location about 4,000 feet south on Barnes Creek at a site proposed by Engineer Waterhouse. The Falls Creek Diversion is all on Park property in Section 35, T. 30 N., R. 8 W.

g. Mr. Dunn's suggestion that an actual census of the Barnes Cove area be taken in the study of the water consumption there will undoubtedly give us more accurate figures than our present estimates. When an engineering party is sent to Olympic this spring, the gathering of this information should be on their agenda in addition to the ties mentioned above.

(SGD) H. F. CAMERON, JR.

H. F. Cameron, Jr.,
Engineer

HFCameron:rw

File as is

Olympic 1/10/51

Rosemary Water System proposal - U-33 & Drawing NP-OLY-5500

Elev. of Dam Take 920

Elev. of Res. 905

Fall 15 ft in 138 ft = 5= 108.7 ft/1000 ft

4" pipe capacity = 327.8 gpm

Reservoir Disch. Elev. 900

Rosemary Hyd. Elev. for 93# 803.8

Fall 96.2 ft in 3753.5 ft = 5= 25.6 ft/1000 ft

6" pipe capacity = 625,000 gpd = 434 gpm

minimum stream flow (Falls Creek) 200 gpm.

Rosemary Dam Water Right (Cert. 2-806) = 0.2 S.F. = 90 gpm

Lake Crescent Tavern WR

Lake Crescent Tavern demand

Aldwell Sub division demand

Storm King RS demand

01-09-1951: memorandum to region four from acting director regarding drawing no. np-oly-5500, water system, rosemary inn, oly

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

In reply refer to:
D5039 OLYM

JAN - 9 1951

Memorandum

To: Regional Director, Region Four

From: Acting Director

Subject: Drawing No. NP-OLY-5500, Water System, Rosemary Inn, Olympic National Park - Review of

Subject drawing was forwarded to this office for review and file by your memorandum of November 20, 1950.

It is suggested that additional fire hydrants be placed at the present and proposed parking areas and in front of the Inn. The connections to the hydrants should be 6" and the 6inch hydrants should have two 2½ inch outlets with National Standard threads. Hose houses at hydrants are recommended.

The amount of earth cover on the water line should be noted on the drawing.

I am attaching a copy of Mr. A. Van V. Dunn's memorandum of January 3 to the Director, listing his comments and suggestions regarding this installation.

(SGD) A. E. DEMARAY

(SGD) A. E. DEMARAY
Acting Director

In duplicate

Attachment

Copy to: Mr. Vint
Mr. Kenner
Mr. Van Dunn

WTBerrett:mf

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

In reply refer to:
D5039 OLYM

January 3, 1951

Memorandum

To: The Director

From: Chief, Water Resources Branch

Subject: Proposed Reconstruction of Barnes Creek Water System for Rosemary Inn, Olympic National Park - U-33 and Drawing No. NP-OLY-5500

The drawing should give the tie from section corner to new diversion on Falls Creek, tributary to Barnes Creek, so that water rights under Certificate 2-806 can be amended.

Details of the 20,000-gallon reservoir, and particularly the elevations of water surface, top and bottom, should be given so that exact capacities of the 4-inch diversion and 6-inch distribution pipes can be checked.

Roughly, the following seems to be true:

Flow of Falls Creek -	200 gpm
4-inch diversion pipe capacity -	328 "
6-inch distribution pipe capacity -	434 "
Rosemary Inn water right (Cert. 2-806) -	90 gpm
Probable rights for Lake Crescent Tavern at least -	100 "
Probable rights for Aldwell's subdivision near Storm King Ranger Station -	10 "
Water demand for Storm King Ranger Station -	1 "
Total	201 gpm

The supply and potential water rights or demand are near enough the same 200 gpm to make it desirable to reconsider adequacy of source. The Regional Director should be requested to supply data on capacity of the existing water line to Lake Crescent Tavern and probable present and future water demands at that development. He should also advise what water is now used at Aldwell's Subdivision and the potential ultimate demand if the rest of the lots are sold, and all are developed to capacity.

From the preceding paragraph it should be evident that the National Park Service may not be able to supply all Barnes Creek appropriaters if only the flow of the Falls Creek tributary is to be diverted in the future. It would be more efficient to supply all appropriators from one diversion, but there may be future administrative problems if the attempt is made to do so from the limited source of supply.

It is understood that the diversion is on state land in Section 36. In addition to giving the tie between a section corner and the proposed diversion, the drawing should show the section lines and property ownership.

(SGD.) A. VAN V. DUNN.

A. van V. Dunn
Chief, Water Resources Branch

AvanVDunn:sh

WR Copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO 5, CALIFORNIA
180 New Montgomery Street

November 20, 1950

Memorandum

To: Director

From: Regional Engineer

Subject: Water Supply, Rosemary Inn, U-33, Olympic National Park

In amplification of our memorandum of October 25 forwarding Acting Superintendent Williams' memorandum of September 20 on the above subject, the November 17 report of Engineer Cameron and Drawing No. NP-OLY-5500 are attached.

Engineer Cameron's studies of the Rosemary water system show that with the present line there is not enough pressure to operate a single fire stream at Rosemary Inn, and that additional pressure can be obtained by changing the point of diversion to Falls Creek. A point of diversion placed below Marymere Falls would only give 42# pressure for two fire streams at Rosemary Inn, and 8" pipe would be required throughout. This is below the requirements for a standard fire stream and would not permit furnishing adequate fire protection to any of the areas to be covered, which we plan to acquire. By diverting water above Marymere Falls adequate head is obtained to support two fire streams anywhere in the Barnes Cove area, and only 6" pipe is required.

This supplemental data with the previous data forwarded cover the need for revision of the present system.

(SGD) H. L. CROWLEY

H. L. Crowley
Regional Engineer

Attachments 2



Min. Flow 1950 metered at 200 gpm
which is said to be about normal since 1906.
per Cameron memo of 11/17 attached & original
of Crowley memo

10-25-1950: memorandum to director from planning and construction regarding water supply, rosemary inn, u-33, olym

Re: D5039 OLYM

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

October 25, 1950

Memorandum

To: Director

From: Assistant Regional Director, Planning and Construction

Subject: Water Supply, Rosemary Inn, U-33, Olympic National Park

Mr. Demaray's memorandum of September 20 requested information concerning the subject and questioning why the need was emergent. The attached memorandum by Acting Superintendent Williams, dated October 18, is believed to be self-explanatory.

This office has made surveys for a new system, but we are awaiting the return of Engineer Cameron from the field before proceeding. Soon after his return we shall write you further on the subject.

Sanford Hill
Assistant Regional Director,
Planning and Construction

Attachment = sent to General Files

$1200 ALLOTTED 11/7/50
AA2-443

11/2
~~Mr. Langley~~
" Kahler:

We discussed this before I wrote attached memo of 9/20 relative thereto. As funds for new system when plans come in, I think the $1,200 should be allocated for emergency repair.

If new system is built, I think Lapis system would be best, but we should work on water right & joint responsibility period.

Dan



09-20-1950: memorandum to region four from acting director demaray regarding water supply, rosemary inn - olym

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

In reply refer to:
D5039 OLYM

Air Mail

SEP 20 1950

Memorandum

To: Regional Director, Region Four

From: Acting Director Demaray

Subject: Water Supply, Rosemary Inn - Olympic National Park

We will consider allotting $1200 from rehabilitation reserve funds for repairs to the Rosemary Inn Water System, as requested in your memorandum of September 6, provided you submit a more complete justification of the emergency need. It is not clear to us why the repair or rehabilitation is an emergency need to permit operation this winter if it has already served the purpose during the past summer.

We are not in a position to comment on alternate proposals for ultimate reconstruction of the system without plans and advice as to adequacy of source of supply.

When submitting justification the following points should be considered:

1. Is Falls Creek tributary to Barnes Creek above the present diversion as shown on some maps, or an independent stream already partially diverted to serve private lands southwest of Rosemary Inn and Lake Crescent Tavern as shown on other maps? The existing Federal water rights can be transferred if the diversion point is merely moved up onto one of the tributaries above the existing headgates, but there may be water right complications if we use a new source of supply already partially appropriated by others.

2. Is Falls Creek a reliable source of supply?

3. What new entanglements will result by consolidation of headgates of the United States and private landowners? The Rosemary Inn pipe line is now an independent Federally-owned water system. The pipe line serving Storm King Ranger Station seems to

have its intake in the same diversion headworks used by the Lake Crescent Tavern. This pipe line is also believed to serve private lands to the west of the Storm King Ranger Station as well as that station. In addition, this pipe line was constructed to serve the State Fish Hatchery, whose operation has been suspended, but there is no record of formal abandonment by the State.

(SGD) A. E. DEMARAY

Acting Director

In duplicate

Copy to: Mr. Dunn

AvanVDunn:sh

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

May 2, 1950

Memorandum

To: Superintendent, Olympic

From: Acting Regional Director

Subject: Approved Special Use Permit I-47np-413 to Walter G. Bovee, Barnes Creek Area, Olympic National Park

Attached is copy of Mr. Demaray's memorandum of April 19 regarding the above mentioned permit. It will be appreciated if you will provide this office with the information requested so that the general situation can be given careful study for future action.

In this connection, we are now sending copy of your memorandum of April 12, 1949, to the Director since our files do not indicate that the Washington office ever received a copy. Even so, the Washington office memorandum of April 19 will require a further detailed reply.

C. E. Persons
Acting Regional Director

Attachment 1

Copy to: The Director (w/cy of Mr. Williams' memo of April 12, 1949)



C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASH.

April 12, 1949

MEMORANDUM for the Regional Director, Region Four.

Transmitted herewith are six copies of special use permit I-47np-294 proposed for issuance to Walter G. Bovee, to authorize a water use and pipe line right of way. You will note that the permit covers a five year period, fee payable annually.

Our files indicate that the Forest Service issued a right of way permit October 3, 1928 to A. G. Mechaud, and on June 3, 1938 it was transferred to Frank Maltby. We issued a special use permit, unnumbered and without fee, to Lake Crescent Tavern, for 1939; W. G. Bovee signed the permit. Permit for 1940, I-26p-21, provided for a $1.00 fee, and was also signed by Bovee for Lake Crescent Tavern. Permits for 1941, 1942 and 1943 (the latter renewable annually through 1948), were issued to Mr. Bovee, each with a $1.00 fee. All, including the U. S. Forest Service permits, stipulated right of way approximately 150 ft. in length in the Storm King Ranger Station area, Sec. 35, T30N, R9W, WM, for water pipe line for domestic purposes and fire protection. No mention was made of water. The permittee was asked to furnish evidence of right to take water from Barnes Creek, but apparently cannot, hence we have included water use in the land description in order to cover all use.

Mr. Dunn's treatise on Olympic water problems (October 12, 1940) indicates a right of way permit but no certificate. We believe it essential to include water use, even though it has not been specifically provided for in the permits covering the past 20 years.

The Bovee property, as shown in our records, is Lot 1, comprised of that portion of NE¼NW¼ not covered by Lake Crescent, and NW¼NE¼, Sec. 35, T30N, R9W, WM. The water and pipe line serves Mr. Bovee and Lake Crescent Lodge, a privately owned resort on private land.

The chief difference between this permit and previous permits is that this one provides for water as well as pipe line right of way.

The fee is being held in special deposits pending your approval.

/s/ Thos. J. Williams
Thos. J. Williams
Acting Superintendent

Enclosure 100

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

In reply refer to:
L3031 OLYM

Monterey BFm 5/2
Wrote Supt. BFm 5/2
APR 19 1950 To file BFm 5/2

Memorandum

To: Regional Director, Region Four

From: Associate Director

Subject: Approved Special Use Permit I-47np-413 to Walter G. Bovee, Barnes Creek Area, Olympic National Park

The above-designated special use permit seems to be identical with one issued to Frank E. Maltby, Manager of the Lake Crescent Tavern Water System, as described on page 22 of Mr. Dunn's "General Aspects of Olympic Peninsula Water Rights and Their Relation to Olympic National Park", dated October 12, 1940, except that the present permittee is designated as Walter G. Bovee.

We do not have a complete record of water use at the Lake Crescent Tavern, if that is the purpose for which the right of way was originally granted. We only know that the National Park Service started issuing permits as successor to the Forest Service when Olympic National Park was established. We also know that there has been considerable discussion as to whether to consolidate diversions on Barnes Creek in order to eliminate conflicts and controversies between this Service and the private landowners.

It is also possible that the length of pipe and use in Section 26 is in agreement with the permit to Mr. Maltby only as a matter of coincidence. There is some confusion because of the references to Section 35 on which the section of pipe is located and the use of the water on land in Section 26. This can probably be clarified from the existing maps if we know exactly which water system the right of way is provided for. We understand that certain land to the west of Storm King Ranger Station may also be served with water from the larger pipe line originally constructed in connection with a fish hatchery in that area. In this case, there is very little justification for maintaining the old fish hatchery pipe line now that the hatchery has been abandoned except so long as its condition is suitable to provide the water for the ranger station. A much smaller pipe line would certainly be the economical solution when a replacement becomes necessary.

NATIONAL PARK SERVICE
RECEIVED
APR 24 1950
REGION FOUR OFFICE

Before the permit is renewed for another year, it is suggested that the description of the land be expanded to make it clear just where the pipe line is located and exactly what land is served. The permit should indicate the relation of this diversion to the Park Service diversions for the ranger station and Rosemary Inn, or whether the pipe line is in fact a lateral of one of the Park Service water systems.

Because of the limited flow of Barnes Creek and the relatively large number of diversions being made, we believe that an authorization to divert 0.5 of a second-foot of water may be to the disadvantage of the Federal interests unless that authorization has carried through from the original Forest Service permits. Accordingly, this feature should be eliminated in the future unless it is an obligation assumed by the National Park Service before the Park was established.

There is also some question as to whether condition No. 22 is applicable or not. If the permit relates to the water system for the Lake Crescent Tavern, the condition is entirely proper. However, if the water use was initiated prior to June 15, 1917, Mr. Bovee would weaken his water rights by initiating an appropriative filing at this time instead of relying on the rights established before the adoption of the State Water Code.

On the other hand, if the permit relates to a lateral from the old fish hatchery pipe line to serve the subdivision west of the Storm King Ranger Station, it might not be desirable for the permittee to establish a water right and thus an implied right of way throughout the length of the entire Federal pipe line.

For these reasons, we recommend that the quantity of water and the desirability of encouraging activity to perfect water rights be carefully reconsidered before the next permit is issued. In fact, it might be desirable for the United States to agree to provide such water as might be necessary at the beginning of the 150-foot lateral when the water is available in the old fish hatchery pipe line if the permit relates to that area.

A. E. Demaray

Associate Director

In duplicate

REGION IV OFFICE
INITIALS | DATE
APR 14 1949

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASH.

April 12, 1949

MEMORANDUM for the Regional Director, Region Four.

Transmitted herewith are six copies of special use permit I-47np-294 proposed for issuance to Walter G. Bovee, to authorize a water use and pipe line right of way. You will note that the permit covers a five year period, fee payable annually.

Our files indicate that the Forest Service issued a right of way permit October 3, 1928 to A. G. Mechaud, and on June 3, 1938 it was transferred to Frank Maltby. We issued a special use permit, unnumbered and without fee, to Lake Crescent Tavern, for 1939; W. G. Bovee signed the permit. Permit for 1940, I-26p-21, provided for a $1.00 fee, and was also signed by Bovee for Lake Crescent Tavern. Permits for 1941, 1942 and 1943 (the latter renewable annually through 1948), were issued to Mr. Bovee, each with a $1.00 fee. All, including the U. S. Forest Service permits, stipulated right of way approximately 150 ft. in length in the Storm King Ranger Station area, Sec. 35, T30N, R9W, WM, for water pipe line for domestic purposes and fire protection. No mention was made of water. The permittee was asked to furnish evidence of right to take water from Barnes Creek, but apparently cannot, hence we have included water use in the land description in order to cover all use.

Mr. Dunn's treatise on Olympic water problems (October 12, 1940) indicates a right of way permit but no certificate. We believe it essential to include water use, even though it has not been specifically provided for in the permits covering the past 20 years.

The Bovee property, as shown in our records, is Lot 1, comprised of that portion of $NE\frac{1}{4}NW\frac{1}{4}$ not covered by Lake Crescent, and $NW\frac{1}{4}NE\frac{1}{4}$, Sec. 35, T30N, R9W, WM. The water and pipe line serves Mr. Bovee and Lake Crescent Lodge, a privately owned resort on private land.

The chief difference between this permit and previous permits is that this one provides for water as well as pipe line right of way.

The fee is being held in special deposits pending your approval.

Thos. J. Williams
Acting Superintendent

Enclosure 100

ADDRESS:
THE DIRECTOR, NATIONAL PARK SERVICE

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

NOV - 3 1948

MEMORANDUM for the Regional Director, Region Four.

Reference is made to the memorandum of October 21 from Mr. Maier suggesting that certain State-owned lands on Lake Crescent in Olympic National Park might be acquired from Water Rights funds, to permit reconstruction of the Barnes Creek water systems and the rehabilitation of the Fish Hatchery.

The United States does not need to acquire all of the land to permit the construction of the water systems. It may have adequate right of way under the act of August 30, 1890, without even reimbursing the State for damages.

For these reasons, the next step in connection with water system changes is to send us your approved construction plan for the system, with proper ties to section corners. We will then take such action as is necessary to acquire adequate right of way for the pipe line and diversion works. The rest of the land will have to be acquired from other funds, and will be the subject of another memorandum.

We are surprised to have you reintroduce suggestions to rehabilitate the Fish Hatchery. In past consideration of the water rights, it has been suggested that the Hatchery was abandoned by the State because of unsuitable water, and that this Service would not resume its operation. This should be explained when you submit construction plans.

(SGD) A. E. DEMARAY
Associate Director.

AvVD:sh.

In duplicate.
cc: Mr. Dunn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA

180 New Montgomery St.

October 21, 1948.

MEMORANDUM for the Director.

Reference is made to Mr. Demaray's memorandum of August 10 regarding a suggested purchase of 320 acres of State-owned school lands on Lake Crescent in the Olympic National Park.

Mr. Demaray had questioned our being able to justify the acquisition of the entire 320 acres with Water Rights funds. In this connection there is enclosed copy of Mr. Macy's reply dated September 22.

In the circumstances we again urge your consideration of attempting to include these 320 acres in the bill, which we presume will be re-introduced in the next session, to exchange the Federally-owned Birdsview Hatchery for the State-owned Lake Crescent hatchery. If it is true that 7,000 acres of Federal land would go to the State with the Birdsview Hatchery, then there is no doubt in our mind that the exchange values would be nearer comparable if this school land were included.

(SGD) HERBERT MAIER

Herbert Maier,
Acting Regional Director.

Enclosure 563
cc: Supt., Olympic



09-22-1948: memorandum to region four from olym regarding proposed land acquisition and various water rights at lake crescent

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

September 22, 1948

MEMORANDUM for the Regional Director, Region Four.

Your memorandum of August 25 enclosing a memorandum of August 10 from the Director's office, signed by Mr. Demaray, relating to proposed land acquisition and various water rights at Lake Crescent, including the fish hatchery, has been given full consideration.

We feel we should attempt to secure pipe line right-of-way in accordance with Item 4 of the Director's memoraadum.. Also full water rights for operating the fish hatchery. Whether or not it is used in that capacity we should have the rights.

Furthermore, we have at no time given up the hope that we sometime could accomplish a tremendous good for the park and the Service by operating the hatchery. We do know great numbers of fish were propogated there for we observed it first hand.

We would strongly recommend that if legislation is re-introduced for the much discussed exchange of state and Government hatcheries that an effort be made to acquire that particular tract of state land in the transaction. It does directly concern the hatchery.

Preston P. Macy
Superintendent

08-25-1948: memorandum to olym from nps regarding proposed land acquisition and various water rights at lake crescent

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

REGION FOUR
SAN FRANCISCO, CALIFORNIA
180 New Montgomery Street

August 25, 1948.

MEMORANDUM for the Superintendent, Olympic.

Enclosed, herewith, is a copy of a memorandum from the Director's Office dated August 10, signed by Mr. Demaray, relating to proposed land acquisition and various water rights at Lake Crescent, including the fish hatchery.

We believe Item 1 in the Director's memorandum may be in error. Your memorandum of May 3 (last page, ante-penultimate paragraph), would indicate that you had no idea of definitely abandoning the hatchery. In this office, although we have no information on Congressman Jackson's Bill HR. 6485 authorizing exchange of Birdview Hatchery for Lake Crescent Hatchery, we feel that the exchange may still materialize and that provision should be made in our plans to take care of water for Crescent Lake Hatchery.

Unless you know of reasons for doing otherwise, we shall initiate proceedings as outlined in the attached memorandum from the Director, Item 4, with due regard for Items 2 and 3. Please let us have your comments.

(SGD.) H. MAIER
Herbert Maier,
Acting Regional Director.

Enclosure 58.

cc: Director.

FOR VICTORY
BUY
UNITED
STATES
WAR
BONDS
AND
STAMPS

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS
Washington 25, D. C.

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

Aug. 10, 1948.

MEMORANDUM for the Regional Director, Region Four.

In his memorandum of June 18, Mr. Crowley asked if water rights funds were available and could be used to purchase the State-owned Lake Crescent Fish Hatchery and 320 acres of a school section in Olympic National Park. The tentative budget for the 1949 water rights program does not leave any funds for this purchase.

If such a purchase were to be made with water rights funds of 1950, or thereafter, it would be necessary to show that the property value of $3,200, at $10 per acre, would be principally in appurtenant water rights. The situation, as outlined below, does not show such value, but you may have further ideas.

1. The hatchery seems to have been abandoned with no idea of re-establishment by the State or the Fish and Wildlife Service.

2. There is no recorded water right for fish cultural use, and any claims evidenced by the pipe line and past use are subject to lapse if they have not already lapsed or been abandoned.

3. The hatchery pipe line also serves the Storm King Ranger Station, the Storm King Inn, and the Aldwell's Lake Crescent Villa Sites. There is no record of water right in the Office of the State Supervisor of Hydraulics. There may, or may not, be county filings, but the existing pipe lines constitute evidence of water claim. The United States, as owner of the Storm King Ranger Station, has a part interest in the capacity of the Fish Hatchery pipe line and the claims under which water is diverted from Barnes Creek to serve the domestic demands of all of the claimants.

4. It is evident that the 320 acres specifically designated as school land are those in the W½ of Section 36. There is no water development on this tract at the present time, but drawing NP-OLY-2160 shows a proposal to move the existing diversions in Section 35 to a site in Section 36. Acquisition of the entire tract in fee under water rights funds may not be justified for the following reasons:



a. This change in point of diversion would merely require a right of way across the portion of Section 36, and under Section 7797, Remington's Revised Statutes of Washington (1945 Supplement), the United States, or any of the other claimants, may obtain the necessary right of way from the State on payment of appraised value thereof as determined by the State Commissioner of Public Lands, which necessarily would be considerably less than the total value of the land in fee. Moreover, depending upon the date title to the land passed to the State, it is possible that the United States may have reserved a right of way under the act of August 30, 1890 (26 Stat. 391) and, if so, it would not have to pay the State for such reserved right.

b. The water rights can be transferred to the new point of diversion as soon as right of way is established, with only the usual nominal fees for filing application with the Supervisor of Hydraulics, advertising, and preparation of proofs.

(Sgd) A. E. Demaray.

AvVD:DEL:sh. Acting Director.

In duplicate.

cc: Mr. Dunn.

WR Copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA

180 New Montgomery St.

June 18, 1948.

Air Mail

MEMORANDUM to the Director.

Reference is made to miscellaneous recent correspondence on the matter of the Barnes Creek Water Supply and Dam in the Olympic National Park, also to our memorandum of May 6 in connection with a bill introduced in Congress authorizing the exchange of the Federally owned Birdsview Hatchery on Skagit River for the State-owned Lake Crescent Hatchery.

These memoranda dealt in part with the fact that we have been contemplating placing a dam for Rosemary Inn water supply on Barnes Creek within a State-owned school section. The State has said it will not "exchange" the section and that it must sell its school lands at not less than $10 an acre.

Only the west half of 320 acres is surveyed. As we recall it the land is heavily timbered, and if it were sold by the State and logged any water supply would be considerably interfered with. It appears to us that this could be a legitimate water rights acquisition. Obviously such 1949 land acquisition money as we get in Region Four will not cover all the tracts we have already presented. We urge therefore that you give favorable consideration to this acquisition under Water Rights funds. May we have your immediate comments?

(SGD) HOMER L. CROWLEY

H. L. Crowley,
Acting Regional Director.

cc: Supt., Olympic



06-11-1946: memorandum to region four from nps regarding print of drawing no. np-oly-2169

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

June 11, 1946.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Superintendent Macy's memorandum for you of April 2, with print of drawing No. NP-OLY-2169 relating to water diversions from Barnes Creek for the Rosemary Inn, Lake Crescent Tavern and Storm King Ranger Station at Olympic National Park.

We assume that the details with regard to the Lake Crescent Tavern diversion are given with the idea that the new diversion for the Rosemary Inn System will also serve the systems of other water users from Barnes Creek, as suggested in Mr. Macy's memorandum for you of June 26, 1945. We agree that a single diversion may be desirable, but we are reluctant to approve plans for a pipe line to be shared with private interests. Our memorandum of April 16, with regard to the similar plans for a water system at Lake Dawn, is applicable in this case. We can foresee that the owners of Lake Crescent Tavern might not care to extend their independent pipe line a half mile farther upstream.

The plan to change the Federal point of diversion is satisfactory, but it will require the amendment of water rights. A complete plan should be submitted to this Office for such purpose before construction is started.

(SGD) HILORY A. TOLSON

Acting Director.

AvVD:sh.

In duplicate.

cc: Mr. Dunn.



C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

April 2, 1946

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Maier's memorandum of November 26 enclosing copy of Mr. Van V. Dunn's memorandum of November 16, 1945, both regarding water right matters in Olympic National Park.

There are enclosed two copies each of stadia surveys made at Rosemary Inn and Ruby Beach by Mr. Waterhouse.

Two copies of the location of the Heart O' the Hills water supply have already been mailed you under separate cover.

The tie to the nearest section line to the Staircase Area has also been made by Mr. Waterhouse but has not been worked up. He will bring the notes with him when he returns to San Francisco.

No information has been obtained at Kelly's Ranch, but as soon as engineering help is available this system will be surveyed.

The intake of the Kalaloch resort water system is already shown on the topographic map of the area.

At the Kalaloch Ranger station the present supply is from a shallow well. No connection to the resort supply is made as the two systems are three miles apart. The ranger station being three miles south of Kalaloch Creek.

A preliminary plan for a gravity supply from some springs about one-half mile from the ranger station if it is found practical. This report will be made some time this summer.

Preston P. Macy
Superintendent

Enclosure 489

Sept 4,1945

Mr Burney

Mr Dunn

Mr Dopmeyer's memorandum report of Aug,8,1945 on Sanitation at Olympic National Park has several bits of imformation which we have lacked to date.

The suggestion for a lower spillway on the Rosemary Inn water system has the added importance of possible conflict with NPS plans.Mr Waterhouse is supposed to be working on a plan to extend the pipe line to higher diversion point to provide better fire protection head.There has also beeh correspondenc from the field suggesting that a singke diversion on Barnes Creek be provided for all water users. The higher diversion point might eliminate Mr Dopmeyer's objections.Hence they should not be given final consideration until the new NPS plans are completed. Should we say so to field?

07-21-1945: letter to mr. burney and mr. taylor from mr. dunn regarding a consolidated water system to serve rosemary inn and ot

Mr. Burney.
Mr. Taylor.

July 21, 1945.

Mr. Dunn.

Superintendent Macy's memorandum of June 26, suggesting a consolidated water system to serve Rosemary Inn and other interests on Barnes Creek in Olympic National Park, seems to be primarily a matter of policy at this time. We can transfer the Federal rights to any new diversion and so could others who have them. Each claimant would still retain his present priority. Any mutual agreement to combine should include a statement to indicate recognition of such rights. The plan would result in more efficient and conservative use of water. It could result in some administrative complications, such as who would operate the system in accordance with water rights, and how maintenance charges would be handled. These should be covered in the agreement. This memorandum is a reversal of policy by Mr. Macy within the past few months.

AvVD:sh.

(SGD.) A. VAN V. DUNN
Chief, Water Rights Division.

07-03-1945: memorandum to the director from nps regarding the barnes creek water supply for rosemary inn

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
601 Sheldon Building

July 3, 1945.

MEMORANDUM for the Director.

Attached is a copy of a memorandum of June 26 regarding the Barnes Creek water supply for Rosemary Inn. We are inclined to agree the Service should ultimately construct an adequate dam with a fish ladder and provide a safe supply for all activities in the vicinity which are related to the Park. The increased cost of the dam and appurtenances would be little if those benefitting provided for their lateral connections.

(SGD.) H. MAIER

Herbert Maier,
Associate Regional Director.

Enclosure 673.

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

June 26, 1945

MEMORANDUM for the Regional Director, Region Four.

Reference is made to your memorandum of April 24 enclosing copy of Acting Director Tolson's memorandum of April 13 concerning the Rosemary Inn water system and other diversions from Barnes Creek in Olympic National Park.

We believe it would be far more satisfactory for all concerned and to the best interest of the park if we installed a central water system or rather a dam from where the private individuals, as well as Rosemary Inn, would receive their water supply. In this manner the health of all concerned would be more adequately protected for there would be just one reservoir and any chlorination device would serve all rather than cluttering up the landscape with numerous dams and makeshift chlorinating plants.

Furthermore, we hope at some time we may acquire the Lake Crescent Tavern property and Storm King Inn resort property, together with the State fish hatchery and all of the private land. We realize this program is far in the future but when building for our own needs we can for such a small additional sum provide for the ultimate. It would be a mistake to do otherwise.

Another element to be considered is the provision for allowing fish to get around any dam that may be built in Barnes Creek. To allow these fish to continue migrating up the creek to spawn is essential and these plans should be kept in mind when designing for this water system.

Mr. Bovee, we understand, is contemplating disposing of the Lake Crescent Tavern property which includes many cabins, an inn, and what is left of a 55 acre timber tract, 10 acres having recently been logged. Therefore, he may pass out of the picture permanently but the Lake Crescent Tavern which he owns will always be a problem with us. We hope that it may before too long become the property of the Federal government.

We shall keep these matters in mind when preparing a project construction program for this.

Preston P. Macy
Superintendent

In triplicate.

April 13, 1945.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Maier's memorandum of April 4 with regard to the Rosemary Inn water system and other diversions from Barnes Creek in Olympic National Park.

As long as the Rosemary Inn system serves only that Inn it will be satisfactory for the concessioner to operate and maintain it with no Federal charge for water. This Service, in that case, should be careful to limit its improvements to the initial conditioning to place the system in good working order. When the system is reconstructed to serve more than the one area, or if annual costs of maintenance become too great for the concessioner due to flood damage or other cases, this Service should assume all operation and maintenance and make a charge for water delivered.

There would be no complicated water right problem in connection with the consolidation of all Barnes Creek diversions. Each owner would change the point of diversion in compliance with the State water code, and his individual use of water from the system would depend on the priority of his right as it does now. There should be some mutual agreement regarding operation of headgates until such time as the State Supervisor of Hydraulics finds it necessary to assume the responsibility.

A single dam with individual pipe inlets for different water users would involve few undesirable entanglements once the financing of the dam was settled, and it would permit more efficient use of a limited supply of water. A consolidated pipe line from the diversion to some point near the center of the various areas of use might result in some economy of construction, but would introduce greater complication of maintenance and operation. We are generally opposed to a consolidation with systems of private individuals because of these administrative features. Hence, if such an installation seems to be desirable the reasons must be fully explained in the project construction program.

We hope that as one alternate you will consider moving all Federal diversions to the proposed site for the Rosemary Inn dam and allowing Mr. Bovie to use either of the abandoned dams as he sees fit.

(SGD) HILLORY A. TOLSON

Acting Director.

AvW:sh.

In duplicate.
cc: Mr. Dunn.

04-04-1945: memorandum to the director from nps regarding the rosemary inn, olym, water and power system

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO 5, CALIFORNIA
601 Sheldon Building

April 4, 1945.

MEMORANDUM for the Director.

Reference is made to Mr. Tolson's memorandum of March 24, regarding the Rosemary Inn, Olympic National Park, water and power system.

When Superintendent Macy wrote his memorandum of February 26, he stated that there was no idea of combining the Storm King and public camp ground water systems with the Rosemary Inn supply, and this office had no such plans either.

The idea of combining all systems in one intake was Mr. Bovie's and was broached to Mr. Macy apparently just after he had written his February 26 memorandum, as the trip to the dams by Superintendent Macy, Mr. Bovie and Mr. Waterhouse was made February 26.

The flood previous to February 26 washed out the Park Service dam and damaged the settling and storage tank as well as the pipe line at the tank. In addition, the flood damaged the intake of Mr. Bovie (Lake Crescent Tavern) which is also the intake for the Storm King fish hatchery and for the pipe line serving the private homes between Storm King and Rosemary Inn. Each system has its individual pipe line entrance in a common box at the shore end of a dam which is about 600 feet downstream from the Park Service dam.

The proposal of combining all systems is practical from an engineering standpoint, but, as Mr. Waterhouse brought out in his March 9 monthly report, there are water rights and legal questions to be examined. Mr. Waterhouse says that Mr. Bovie was advised that nothing could be done for the duration; also that Mr. Macy will initiate a P.C.P. so as to bring the matter into routine channels. Mr. Macy said that this may be quite some time in the future.

Copy of your memorandum is being forwarded to Superintendent Macy for his information in recommending a method of operation of utilities.

(SGD.) H. MAIER

Herbert Maier,
Acting Regional Director.

cc: Supt., Olympic.

March 24, 1945.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to your memoranda of March 3 with regard to the Rosemary Inn water system and electric plant at Olympic National Park. Please compare Mr. Macy's statements of February 26 with those of Mr. Waterhouse in his monthly report of March 9 for February as they seem to conflict. However, the reconciliation of these statements will not answer all questions in my memorandum of January 4.

All land, buildings, other structures, and equipment were purchased by the United States. National Park Concessions, Inc., is under contract to operate the Inn. The contract is general, is dated April 1, 1942, and offers several alternate methods of operation of utilities. We should know what method of operation is to be adopted before rates and responsibility for repair and maintenance can be determined. Mr. Waterhouse's investigations and studies are satisfactory if the water system is to be divorced from the Inn in the future. On the other hand, he should be careful not to cause the United States to assume any responsibilities of the concessioner if the contract is to be construed to cover that system. The same principle will apply if the electric plant needs repairs.

AvVD:AWB:sh.
In duplicate.

cc: Mr. Dunn.

(SGD) HILLORY A. TOLSON
Acting Director.

PARTIAL COPY

(Complete report in Sequoia-Ash Mountain file)

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
601 Sheldon Building

March 9, 1945.

MEMORANDUM for the Regional Director.

Herewith the monthly engineering report of R. D. Waterhouse for February 1945.

....

The damage to the Rosemary Inn water supply intake dam was examined in company with Superintendent Macy and Mr. Bovee, owner of the Lake Crescent Tavern. The dam had been washed out and the settling basin had sunk, breaking the pipe line. Repairs were discussed with the General Foreman.

While up Barnes creek, a site for a possible new water system intake about one-quarter mile above our present intake was examined and the possibility of combining the intakes of all water users from Barnes Creek was advanced by Mr. Bovie.

The location examined would provide an excellent place for a permanent dam and would give more pressure for fire fighting purposes at all resorts and homes using water from Barnes Creek.

Due to possible complications over water rights and legal questions involved, it was suggested to the Superintendent that a PCP form and supporting data be prepared for study by the legal and eater rights branches.

....

R. D. Waterhouse,
Regional Engineer.

01-04-1945: memorandum to region four from acting director regarding rates to be charged for electric power and water which this

January 4, 1945.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Maier's memorandum of December 1 regarding rates to be charged for electric power and water which this Service will supply to the Rosemary Inn at Olympic National Park. A separate memorandum is being sent with regard to the water rate. This relates to the electric power rate.

We differentiate between a utility entirely on a concessioner's area for the exclusive use of that concessioner, and a general utility development which serves the United States and one or more concessioners. In the former case, the utility is usually operated by the concessioner, as at the Lake McDonald Hotel in Glacier National Park. In the latter case, the utility is operated by the United States, as at Yakima Park in Mt. Rainier.

If, as we assume, the concessioner is to operate the plant for his exclusive use, at least for the next few years, there should be no charge by the United States. The plant will be considered as a part of the buildings and equipment. In these circumstances, this Service should be careful not to do any of the minor repairs and maintenance which National Park Concessions, Inc., has agreed to do in its contract with the United States.

Please explain the proposed operating responsibility for the power plant at Rosemary Inn and any service which may be contemplated for National Park Service developments.

(SGD) Hillory A. Tolson

Acting Director.

AvVD:sh.
In duplicate.

cc: Mr. Wilt.
Mr. Taylor.
Mr. Dunn.

01-04-1945: memorandum to region four from acting director regarding utility rates for electric power and water services which are

January 4, 1945.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Maier's memorandum of December 1 regarding utility rates for electric power and water services which are required for the operation of the Rosemary Inn at Olympic National Park. The reply is being made by separate memoranda on power and water in order that proper files may be started. This relates to the water.

Under the contract between the United States and National Parks Concessions, Inc., the United States is to provide utilities at a reasonable rate when it has funds to do so; otherwise the concessioner may provide his own. In the rate study made by Messrs. Baker and Waterhouse the water system is treated as though it served no development except the Rosemary Inn. However, it also states that $2,604 have been spent on improvement of the system during the past summer and another expenditure of $338 is scheduled for the near future. It is our opinion that the plans which were being prepared by Mr. Waterhouse in May or June included provisions for the unification of the systems serving the Rosemary Inn, the Storm King Ranger Station, and a public campground. On this basis any charge made for water service should be prorated between the United States and the concessioner in accordance with the approximate quantity of water to be used by each. Please explain the total service from the system.

If the system only serves the Rosemary Inn, we are inclined to consider it a part of the equipment and other improvements which are being turned over to the concessioner. In that case, the charge for its use is included in the $100, plus 10% of the net profit which the concessioner is to pay the United States for occupancy and use of Government-owned facilities. There should be no further charge, but the concessioner should operate the system and make normal repairs and maintenance at its own expense. Major improvements to place the system in preliminary operation should be done by the United States.

Before we consider actual rates, we should like to have a complete explanation of the total use of water from the system, and an explanation of the various proposed responsibilities of this Service and the concessioner in the operation and maintenance of the system. We should also like to know the nature of the improvements which were made during the past summer.

AvVD:sh.
In duplicate.

Acting Director.

cc: Mr. Wilt.
Mr. Taylor.
Mr. Dunn.

Mr. Taylor. December 13, 1944.

Mr. Wilt.

Rates for power and water at Rosemary Inn in Olympic National Park.

I do not think it is necessary to make a charge for these services.

The power plant and water system were purchased as a unit with Rosemary Inn. The unit was turned over to National Park Concessions, Inc., and it operates the Delco plants.

Under its contract the corporation furnishes only minor repairs to the Government property used, and the fact that the plant was put in good condition before it was turned over to the corporation should make no difference.

These do not appear to be services which should be paid for under paragraph 9 of the contract because they are not operated by the Government. If Rosemary obtained electricity and water from general distribution lines operated by the Government, a charge would be proper.

(Sgd.) Noble J. Wilt,

Acting Supervisor of Concessions.

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. Taylor.

DATE: Dec. 13, 1944.

FROM : A. van V. Dunn.

SUBJECT: Water Rate for Rosemary Inn, Olympic National Park.

The question has been raised by Mr. Gable's office as to whether the National Parks Concessions, Inc., should be charged for water, and how much.

The Rosemary Inn and water system were purchased by the United States of America under Contract I-lp-18386 by Deed No. 17. Payment was made by D.O. Voucher No. 304606, Bureau Voucher No. 1124, as part of PWA Project No. FP-723, with funds from Appropriation No. 14-443/40811-NIR-PWA-NPS-1933-1944. The price was $20,300 and the appraised value was $23,000, of which $2,500 was the depreciated value of the water system.

The National Park Service, and not the concessioner, is the owner.

The National Park Service does not seem to have charged the National Parks Concessions, Inc., for water to date at Mammoth Cave, but I attach a partial estimate from Mr. Monteith's files which shows that he has started to fix a rate but stopped for lack of certain data. There may be other reasons of which I am not aware.

By your memoranda of March 5 and October 3, 1942, to the Superintendent of Glacier National Park, with cost estimate attached to the former it appears that the Glacier National Parks Company was to be charged $0.15 per 1000 gallons when the actual cost of such water was estimated at $0.50. I have not found all the data from which to justify the ratio of charge to cost, but I do know that this Service and the Concessioner have each built part of the overall system.

I do not know enough about the ~~time~~ true relation between this Service and the National Parks Concessions, Inc., to know whether the latter has any special privileges to justify free service. As a normal concessioner, I would consider it liable for charges for water figured on the normal basis.

Case "a" of the rates determined by Messrs. Baker and Waterhouse seems to follow the general method used by Mr. Monteith except that no recognition was made of the portion of the system and part of the water to be used by this Service. By memorandum of December 12 I have introduced the item of joint use to bring the rate down from $0.14 to approximately $0.10 per thousand gallons. There should be another adjustment, based on the portion of total costs chargeable to the line to serve the Inn and that to serve ranger station and campground. Without more data from Region Four, I cannot make that adjustment.

It should also be noted that Messrs. Baker, Waterhouse and I have used the appraisal of the water system prepared for purchase purposes. It is about 12% higher than the prorated purchase price. This could be used to make a slight reduction in rate, but it would probably amount to only a 2% or 3% overall reduction.

Apparently, the first thing is to learn more about National Park Service policy regarding charges to the National Parks Concessions, Inc. All I know at the moment is that the Secretary has approved a statement by the Director to the effect that this Service is to assume all public utilities serving concessioners as soon as practical.

A. Van V. Dunn

Chief, Water Rights Division.

Enclosure.

Mr. Taylor. Dec. 13, 1944.

A. van V. Dunn.

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(SGD.) A. VAN V. DUNN

Chief, Water Rights Division.

Enclosure.

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. Taylor

DATE: December 12, 1944.

FROM : Mr. Dunn.

SUBJECT: Rosemary Inn Water Use and Rates -
Check of Estimate by Wallace V. Baker, Chief, Regional Concessions Division, and R. D. Waterhouse, Engineer, Region Four, dated November 29, 1944.

When I left San Francisco in June the Region had a plan to consolidate the Rosemary Inn water system and that serving the ranger station and campground. The two headgates are only a short distance apart. Both should be moved to higher elevation for fire protection head. The Park Service system has no water right and can profit from the surplus in that for the Rosemary Inn system by transfer or consolidation.

Messrs. Baker and Waterhouse seem to have prepared a pretty good estimate and offered several rates which are suitable for the independent system, but it does not seem to cover the joint use which I assume to be covered by the estimate of $2,604 / $338 for Improvement and Reconstruction. I limit myself hereafter to reconsideration of their case "a" on the basis of the last plans I saw. It would apparently reduce all rates by about 30%. There is no allowance for increased use.

Water Right License 2-806, for Rosemary Inn, grants right to divert 0.2 sec. ft. from Barnes Creek for the irrigation of 12 acres and the domestic use at the Rosemary Inn. The full right was granted, although proof of use indicates that only 2 of the 12 acres are actually irrigated, the rest being in timber.

12 acres irrigated at 3 AF/A/annum would require	11,729,844 gal./annum.
The maximum rate of delivery would be 12/70 sec. ft. or	0.171 sec. ft.
This would leave 0.029 sec. ft. for domestic use at Inn.	
With only 2 acres, the actual irrigation demand is 2/12 of 11,729,844 gallons, or	1,954,974 gal./annum.
Rate is 2/70 sec. ft. = 0.0286 uniformly	
0.029 sec. ft. is 18,743 gallons per day	
Hotel capacity is evidently about 70, giving a per capita demand of about 267 gallons per day which is o.k.	
At 18,743 gpd for 31 days, and considering this 35% of annual demand, this annual demand would be	1,660,001 gal./annum
Probable present total water demand	3,614,975 gal./annum
Probable max. rate of diversion, 0.058 sec. ft.	

A ranger station and campground use the same source. It is proposed to consolidate the two systems, whether that has been done yet or not.

100 campers and picnickers at 25 gal./ day =		2,500 gal./day
3 in ranger cabin at 100 gpc =		300 gal./day
Total		2,800 gal./ day
Consumption in 31 day month would be approximately 45% of total =		193,000 gal./ annum
Allow about half as much irrigation as at Inn		977,489 gal./annum
Total NPS use		1,170,489 gal./annum
Probable rate of delivery	0.019 sec. ft.	
Total annual water use		4,785,464 gal./annum
% used by Rosemary Inn		75.5%
Total rate of diversion	0.077 sec. ft.	
% used by Rosemary Inn	75.4%	

Cost of water system new (Lasell Appraisal)	$3,465	
Depreciated value (Lasell Appraisal)		$2,500
Improvements and Reconstruction (Baker and Waterhouse)		2,942
Total		$5,442

Case a of Baker-Waterhouse Method

Annual Depreciation (25 year life)	$217.68	
Average Annual Maintenance (Baker & Waterhouse)	60.00	
Interest at 4% per annum (Baker & Waterhouse)	217.68	
Total annual charge	$495.36	
Total charge to Rosemary Inn at 75.5%		$374.00
Rate per 1000 gallons		$ 0.10

Chief, Water Rights Division.

Mr. Taylor. December 12, 1944.

Mr. Dunn.

Rosemary Inn Water Use and Rates -
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Probable max. rate of diversion, 0.058 sec. ft.	

12-12-1944: memorandum to mr. taylor from mr. dunn. regarding rosemary inn water use and rates - check of estimate by wallace

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Total	2,800 gal./ day

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Allow about half as much irrigation as at Inn	977,489 gal./annum
Total NPS use	1,170,489 gal./annum

Probable rate of delivery	0.019 sec. ft.	
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% used by Rosemary Inn		75.5%
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Total annual charge	$495.36

Total charge to Rosemary Inn at 75.5%	$374.00
Rate per 1000 gallons	$ 0.10

(SGD.) A. VAN V. DUNN

Chief, Water Rights Division.

Rosemary Inn water rights
Olympic

Excerpts from memorandum signed by Wallace V. Baker, Chief, Concessions Division, and R. D. Waterhouse, Engineer, regarding power and water rates at Rosemary Inn, Olympic National Park.

November 29, 1944.

MEMORANDUM for the Regional Director.

. . . . . .

WATER

The water system for Rosemary Inn consists of a headworks in Barnes Creek, a settling and storage tank and a 4-inch wood stave pipe to the Inn, and distribution system of smaller pipe. Fire protection as well as domestic supply is provided.

A water right of 0.2 second foot provides for a possible flow of 3,878 M gallons per month, with a probable yearly use of 3,500 M. gallons. Most of this is consumed during the three-month season. Little water is used the balance of the year.

The system was placed in good condition in 1944 by the expenditure of $2,604 and it is planned to spend $338 in the immediate future. The system should be adequate for many years.

The following tabulation of unit costs and items to be considered in arriving at rates is submitted for this study. Our recommended rate is also indicated.

PRESENT WATER SYSTEM COST DATA

1.	Cost of reproduction new	$3465
2.	Depreciated value, spring of 1944	2500
3.	Improvements and reconstruction ($2604 + $338)	2942
4.	Depreciation per year based on 25-year service life	218
5.	Maintenance per year - average	60
6.	Interest on investment, 4% on items 2 and 3	218
7.	Port Angeles charge for 4-inch connection, per month	18.75
8.	Port Angeles minimum for 1-inch connection, per month	2.15

Rate at Crater Lake is $ .07 per M gal.

Rate

Consumption (1 Ac. ft. on 2½ Acres domestic supply) 3,500 M. gallons

a.	Based on items 4, 5, and 6 - $496 or	.14 per M gal.
b.	Based on item 5, item 7 for 3 months, and item 8 for 9 months - $135.60	.04 per M gal.
c.	Based on items 2 and 3 - $218.00 or	.06 per M gal.
c.	Based on item 5 - $60.00 or	.018 per M gal.

Rate "a" takes into consideration all charges which a private utility company would use in making up its rate structure. It will be noted this rate is lower than in many cities. The Service would perform all maintenance if this rate were used.

Rate "b" is the Port Angeles rate plus the estimated maintenance. This is a minimum rate and is equivalent to approximately the domestic consumption at Rosemary Inn. This rate is shown for information only.

Rate "d" is also shown for information, as it is based on maintenance only.

Rate "e" is our recommended rate. It is based on depreciation, with the operator performing all maintenance. While rates per thousand gallons are calculated, it would appear better to apply a flat rate of $218 per year since there is no actual measurement of consumption, and on this basis there would be no need for metering.

Part of the cost of improvement under item 3 was for fire protection. This should be taken into consideration when studying rates but this is offset by the fact that the rate is based on a depreciated plant value.

Wallace V. Baker,
Chief, Concessions Division.

R. D. Waterhouse,
Engineer.

WR Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS
(54)

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

July 10, 1944.

MEMORANDUM for the Regional Director, Region Four.

This refers to your memorandum of June 9 with regard to the pipe line easement acquired by Mrs. Rose E. Littleton from the Lake Crescent Company by deed dated May 3, 1929, and recorded May 6, 1939, for use in connection with Rosemary Inn, now the property of the United States.

We see no necessity for calling on the Clallam County Abstract Company to complete and extend the abstract of title made in 1935, as suggested by Mr. Dunn, because it is believed we are amply protected by the Washington statutes limiting the time within which actions may be brought for the recovery of lands or tenements to 7 years where the occupant claims under color of title and 10 years in other cases (Sections 7538 and 8161, Pierce's Code, 1935). Additional protection is afforded by the provision in the Federal patent issued on November 4, 1896, covering Lots 5, 6 and 7 in Section 26, Township 30 North, Range 9 West, that "there is reserved from the lands hereby conveyed a right of way thereon for ditches or canals constructed by the authority of the United States."

Also, it is not considered necessary to record the permit (No. 279), issued by the State Highway Engineer on May 31, 1929, granting Mrs. Littleton permission to place a 6" wood pipe line across State Road No. 9. It appears that the permit is in effect a revocable license and does not grant an easement or right in land. The State of Washington has ceded or transferred to the United States such interest, jurisdiction and control as the State possesses over the highways in the park (see Solicitor's opinion M. 31589, dated January 21, 1942). The recording of the permit would not strengthen our position.

(SGD) Hillory A. Tolson

Acting Director.

In duplicate.
cc: Mr. Wirth.
Mr. Dunn.
Mr. Sanders.



Mr. Dunn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA
601 Sheldon Building

June 9, 1944.

MEMORANDUM for the Director.

We enclose a copy of Mr. Macy's memorandum of June 1 with accompanying instruments from Mrs. Rose E. Littleton relating to her title and rights at Rosemary Inn in Olympic National Park, together with a copy of Mr. Dunn's memorandum of comment dated June 9.

The data indicate that Mrs. Littleton has complete right of way for her pipe line although her abstract is not sufficiently complete to show the authority of the Lake Crescent Company to grant part of it. It is also evident that the easement instruments did not include compensatory water service to the grantors. This strengthens but does not prove Mrs. Littleton's claim to full title to the water right under Certificate 806.

We think Mr. Dunn is correct in suggesting that the easement from the State Division of Highways should be recorded in the county, but we have sent the instrument to you for legal consideration first.

We gather from Mr. Macy's memorandum that all enclosed memoranda may become part of the deed to the United States if you desire.

O. A. Tomlinson,
Regional Director.

Enclosure 486.

cc: Supt., Olympic N.P., with copy
of Mr. Dunn's memorandum.
Mr. Dunn.

FILE COPY

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

June 9, 1944.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Macy's memorandum of June 1, with enclosures, relating to the purchase of the Rosemary Inn tract.

The copy and enclosures should definitely be forwarded to the Director as suggested, together with copy of the memorandum. There are several points which should be pointed out. I have not read the abstract prepared for the United States but that enclosed, which was prepared for Mrs. Littleton on June 6 and 8, 1935, offers both help and complications to the chain of title. I enclose prints of NP-OLY-6976.

1. The southern portion of Lot 6 was conveyed to Helen Burkhardt by deed dated Oct. 10, 1908, by Paul and Nettie Barnes. I find no record of its conveyance by Helen Burkhardt nor any indication that she could be the wife of any of the other parties at a later date.

2. The land north of above parcel and south of the Rosemary Inn tract was sold to W. L. Patterson by deed dated Nov. 25, 1908, also by Nettie and Paul Barnes, and Patterson deeded it to Helen Burkhardt on March 27, 1909, for a mortgage. So far as I can see, this too is still in the name of Helen Burkhardt.

3. On May 3, 1929, the Lake Crescent Company deeded an easement for a pipe line across the two parcels just mentioned to Rose E. Littleton, as recorded in Volume 118 of Deeds at page 378. This is part of the right of way I suggested as needed in a memorandum to the Director of March 4, and acknowledged as found by my memorandum of April 8. The Abstract Company, however, has not traced the necessary title from Helen Burkhardt to the Lake Crescent Company for Mrs. Littleton, so I wonder if it has done so for the United States.

4. The State Highway Department granted Right of Way Permit No. 279 to Mrs. Littleton on May 31, 1929, the instrument being item No. 7 in Mr. Macy's memorandum. This, with the right of way from the Lake Crescent Company, cover all needed right of way, but it seems to me that this permit should be recorded in the county. The Director can return it to the Park for such action if he agrees.

5. Item 5 with Mr. Macy's memorandum is a signed copy of the certificate of water right No. 2-806 granted on Permit No. 1220. It seems to be the original certificate except that some one has written the word "copy" without initialing to show why at two places. Probably copy merely constitutes instructions to a stenographer. It seems to me that this instrument should replace the copy in the Director's assembly of Deed 36.

6. Water Right Certificate No. 2-806 is recorded in the county, in Volume 126 of Deeds at page 17, as shown on the reverse of the instrument and in Mrs. Littleton's abstract. This information should be noted on all copies in the various assemblies of Deed 36. This information eliminates the need for part of the search covered by item 1 in my memorandum of May 9 to the Superintendent of Olympic, to which we have not yet had a reply.

Conclusions:

The fact that the Clallam County Abstract Company did not follow through the pipe line easement to find how the Lake Crescent Company could grant one on the land of Helen Burkhardt indicates lack of thoroughness. Also, since that Company has already found the record of the water right in the county its refusal to search for its possible later conveyance suggests an attempt to make a maximum profit rather than a desire to do a good job.

The attitude of this Service should depend on whether an abstract or certificate of title is being issued in connection with the federal title. If an abstract is used the Attorney General has sound grounds to demand more if the 1935 abstract is an example. If a title certificate is to be issued there is not much more search to make and title to both land and water right should be demanded regardless of whether it requires an abstract of all of Lots 6 and 7 or not. Regardless of the omissions in the abstract to June 8, 1935, it seems quite probable that a conveyance of interest in Mrs. Littleton's water right would have been caught if made before that date.

The fact that Mrs. Littleton has not recorded Permit 279 from the State Highway Department shows how little value any abstract has to prove the true extent of conveyances and grants. However, I believe that the first recording would take precedence over the earlier unrecorded instrument. Therefore, I recommend the following:

1. Record Permit 279.

2. Make investigations outlined in my memorandum of May 9.

3. Have Abstract Company do those things under 2 which involve county records, and bring abstract up to date of that search which should follow recording of Permit No. 279.

AvVD:sh

Enclosures.

A. van V. Dunn,
Hydraulic Engineer.

FILE COPY

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

June 6, 1944.

MEMORANDUM for the Director.

We enclose three copies of the pipe line easement deed across the land of the Lake Crescent Company for the Rosemary Inn pipe line at Olympic National Park, and three copies of the Permit No. 279 covering the right of way for said pipe line across the State Highway. Please attach one copy of each to your assembly of Olympic Deed 36.

The two other copies may be of value in connection with the purchase of the Rosemary Inn tract, but the original instruments from which the copies were made, will be forwarded by the Regional Director as soon as certain other copies can be made.

The easement from the Lake Crescent Company duplicates a copy already in Deed 36 except that it includes references to recording in the county. The Permit No. 279 completes the record of access so far as one is needed now that the United States is acquiring the water system and water right under Certificate 2-806. It would still seem desirable to add the old Forest Service permit for record even though it is no longer needed.

AvVD:sh

Enclosure 476.

A. van V. Dunn,
Hydraulic Engineer.

cc: Supt., Olympic N.P., with copies.
Region Four (copies inserted in deed by A.van V. Dunn).

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

June 1, 1944

MEMORANDUM for the Regional Director:

We have just received from Mrs. Littleton and are enclosing the folowing listed documents in connection with the recently acquired Rosemary Inn property.

1. Abstract of Title E-4518 as prepared by Clallam County Abstract Company, June 8, 1935.

2. Abstract of Title E-4519, as prepared by Clallam County Abstract Company June 8, 1935.

3. Unrecorded agreement to convey land from Paul Barnes to Rose E. Littleton and dated October 31, 1910. There is also attached thereto plat of Paul Barnes, Lake Creek subdivision.

4. Statutory Warranty Deed from Thomas T. Aldwell and wife to Rose E. Littleton dated September 11, 1931 and recorded July 6, 1935.

5. Certificate of Water Right under Abstract Certificate No. 1220, dated August 2, 1934 and recorded August 3, 1934.

6. Original letter of May 31 from State Highway Department to Rose E. Littleton transmitting permit #279.

7. State of Washington Highway Department Permit No. 279 granting Rose E. Littleton the right to place a 6" wood pipe line across State Road No. 9 in Lot 6, Sec. 26, T. 30 N., R. 9 W., W.M. in Lake Crescent and dated May 31, 1929.

8. Blueprint showing water pipe line from Barnes Creek intake across NE¼ of Section 35 and the Olympic Highway to the Rosemary Inn property.

These documents may not have any particular value but as they were turned over to us we have thought that your office and Mr. Dunn might wish to look them over and then forward them to the Chicago office.

One or two of them, more particularly the blueprints, perhaps should be returned to the Olympic National Park. There is a duplicate copy of this letter enclosed for your use in writing the Director's office.

Preston P. Macy,
Superintendent

In tripli cate

Enclosure 188

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

May 9, 1944.

MEMORANDUM for the Director.

In compliance with Mr. Mullady's memorandum of May 3 I have sent the enclosed correspondence for more information with regard to title to the Rosemary Inn water system and appurtenant water rights under Permit 1220, Certificate 2-806. If desirable we can also send our original letters from the State Supervisor of Hydraulics in connection with the following correspondence, all of which is already duplicated in your files:

1. Copy of my letter to the State Supervisor of Hydraulics of August 20, 1943, inquiring about assignment of water rights.

2. Reply of G. Hallahan, Secretary for Supervisor, dated September 7 and advising that certified rights are appurtenant to land and pass with it.

3. Copy of my letter of January 26, 1944, inquiring about water rights for Lake Crescent Fish Hatchery.

4. State Supervisor's reply of January 31 advising that Rose E. Littleton has only recorded right to waters of Barnes Creek and that the State Game Department protested the claim at time original application was filed.

5. Copy of my letter of March 4 for clarification of claims to water of Barnes Creek.

6. Supervisor's reply of March 7 repeating that only permit issued for waters of Barnes Creek is in name of Rose E. Littleton.

7. Copy of my memorandum to the Regional Director of March 14 with revised copy of drawing NP-OLY-6976 showing all water systems except that to Lake Crescent Tavern which are known to divert from Barnes Creek. (This is likely to confuse rather than clear the issue in the mind of the Attorney General at the moment.)

To answer Mr. Mullady's question, I think the State Supervisor of Hydraulics has already indicated that Mrs. Littleton has clear title to

FILE COPY

the water right evidenced by Certificate 2-806. However, from past experience elsewhere I am not convinced that Mrs. Littleton has not made obligations to supply water to others from her system. The Title Company should have caught such an obligation if it was recorded in the county but it might not even be in writing. Hence, I think absolute assurance of clear title requires proof that no contract was recorded, assurance of Mrs. Littleton that she has entered no such agreement, and testimony that no physical connection exists on the ground between the Rosemary Inn water system and those of any neighbors.

AvVD:sh

A. van V. Dunn,
Hydraulic Engineer.

Enclosure 439.

cc: Region Four)with copy of Mr. Mullady's
Supt.,Olympic N.P.)memorandum of May 3, 1944.

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

May 9, 1944.

AIR MAIL

MEMORANDUM for the Superintendent,
Olympic National Park.

We enclose copies of a memorandum of May 3 from Mr. Mullady regarding title to the water rights appurtenant to the Rosemary Inn tract, my reply and a letter to the State Supervisor of Hydraulics. You will also recall that the Attorney General, by letter of December 16, 1943, stated that in lieu of title insurance, a certified copy of the certificate and satisfactory evidence that Mrs. Littleton has not conveyed said interest would suffice.

I am now trying to obtain all evidence of title of which I can think. The more of the following which you can obtain, the more certain will be the title.

1. Please go to the county recorder and check through the index of recorded instruments under the name of Rose E. Littleton for record of the recording of the Water Right Certificate 2-806 at some date subsequent to August 2, 1934, or for any assignments under Permit 1220 after September 20, 1928; and for any record of conveyance of water right or a permit to use water from her system. (This merely means check up on all her recorded instruments and should not take but a few minutes.)

2. Make a similar check of instruments conveyed to the Lake Crescent Tavern and its owners since September 20, 1928.

3. Make a similar check of conveyances to the State and Forest Service to be sure she did not assign rights for the Hatchery or Ranger Station.

4. Make a sworn statement that you have made such investigations and found no conveyances of rights under License 2-806 or contracts for water service by the Rosemary Inn water system -- or give description of such obligations as you find.

FILE COPY

5. Have Mrs. Littleton sign and attest a statement to the effect that since construction of the Rosemary Inn water system under Water Right Permit 1220, Certificate 2-806, she has conveyed no interest to any one else nor made any contract to supply water to another or permit them to tap the system.

6. Execute a statement in the general form of a possessory right report to show that you have inspected the water system serving Rosemary Inn and find no laterals by which any others could claim an interest in the system or appurtenant water rights.

We leave it to you to prepare the statements because we do not know for certain what either you or Mrs. Littleton can sign. We suggest, however, that in typing them you make five copies, sending two to the Director with the request that one be added to Deed No. 36 and one to the deed for the Inn, put one copy in your own Deed 36 and send two here for the Region and this office.

AvVD:sh

A. van V. Dunn,
Hydraulic Engineer.

Enclosure 438.

cc: Director.
Region Four.

04-29-1944: memorandum to superintendent from hydraulic engineer regarding a review of the water right instruments of multiple

Olympic - Barnes Creek
Olympic - NRP 2, 22
Olympic 60-03-7

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

April 29, 1944.

MEMORANDUM for the Superintendent,
Olympic National Park.

A review of the water right instruments will show that the following certificates do not show book and page of county filing. Will you please obtain that information and advise the Director, Regional Director and this Section.

Deed 27, Water Right Permit 2523, Certificate 3-1391, should be on record in name of this Service in Clallam County with date in August or September 1940.

Deed 31, Water Right Permit 2517, Certificate 3-1167, should be on record in name of Forest Service in Grays Harbor County with date of February or March 1939.

Deed 36, Water Right Permit 1220, Certificate 2-806, should be on record in name of Rose E. Littleton in Clallam County with date of July or August 1934.

The best way to obtain the information is to call or write to county recorders.

After all the trouble resulting from the Title Company's refusal to certify the Rosemary Inn right, I am somewhat surprised to find now that all certificates are recorded with the county by the State Supervisor of Hydraulics before they are sent to the owner. I am equally surprised that the Title Company did not at least mention the record if it exists. I am also sorry I did not know of the procedure until my more recent water right work for Mt. Rainier. Full knowledge at the time might have simplified our problem of title to the Inn.

AvVD:sh

A. van V. Dunn,
Hydraulic Engineer.

cc: Director.
Region Four.

FILE COPY

04-28-1944: memorandum to director from hydraulic engineer regarding enclosed deeds 20-27 and 31-36 inclusive covering water

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

April 28, 1944.

MEMORANDUM for the Director.

We enclose Olympic Deeds 20-27 and 31-36 inclusive covering water rights under jurisdiction of the National Park Service, together with related forms NPS-L-1 and L-3. These constitute all the appropriative water rights of this Service in Olympic National Park of which we have knowledge, and all were initiated by the Forest Service except those for Rosemary Inn and the Becker's Resort Systems. None have been initiated by this Service to date.

It has been necessary to obtain photostats of some of the progressive steps in perfection of these rights because of the incomplete files turned over by the Forest Service. In these cases we have treated the photostat negatives as originals and provided white prints only where available. The Departmental printers can produce any other form of copy therefrom which may be needed from time to time but further expense does not seem justified now.

Deed No. 26, with related Form L-3, pertains to a right for the Becker Resort which was allowed to lapse. It lacks the certificate of publication. Since it will be necessary to file a new claim, both because of the lapse and because the claim did not fit NPS plans, it is not considered justified to obtain the rest of the past records.

Deed No. 27 covers the only one of four claims transferred to this Service in permit form and perfected to certificate by this Section. The other three, Deeds 20-22, will not receive certificates until more of the diverted water is put to beneficial use. For some reason the certificate was not readily available in the Park and for this reason a certified copy is provided.

Deed 36 covers the right conveyed with Rosemary Inn as part of a separate deed which has just been forwarded to you by the Superintendent for final acceptance. It now duplicates, in more detail, a copy included in the land deed assembly. This separate assembly, as Deed 36, is provided because it is quite certain that the right will require amendment with improvements of the system and its consolidation with those of the Hatchery and Ranger Station after the war.

At the moment, certain of the original or certified copies of instruments relating to Deed 36 are in the land deed assembly. We have exchanged

FILE COPY

correspondence regarding possible transfer. It is now suggested that all instruments included with Mr. Macy's memorandum of April 24 be left as they are until after our transfer to Chicago.

It will also be noted that this deed, and the Rosemary Inn deed, both include copies of the pipe line right of way across the Lake Crescent Tavern area, but omit the old permits from the United States agencies to cross federal land. These old permits are of only historical value now that the water system is federally owned, but copies should be in Deed 36 when they can be found.

AvVD:sh

A. van V. Dunn,
Hydraulic Engineer.

Enclosure 426.

cc: Region Four, with copies of enclosures.
Supt., Olympic N. P., with copies of enclosures.

04-08-1944: memorandum to director from hydraulic engineer regarding assembling the water right deeds for the right appurtenan

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

April 8, 1944.

MEMORANDUM for the Director.

In assembling the water right deeds for Olympic National Park we are designating the right appurtenant to the Rosemary Inn tract, Application 2419, Permit 1220, Certificate 2-806, as Deed No. 36. It also constitutes a part of the deed to the land and Inn from Rose E. Littleton, dated Sept. 29, 1943.

It is my idea that as soon as a water right acquires its own entity, by decree, application, permit or license the instruments should take on a new deed number. Then, as amendments become necessary, the land deed will not be altered.

In this case, the instrument is a photostat copy of an application, permit and certificate. We have the actual photostat. Mrs. Littleton is supposed to hold the original permit and certificate. The deed to the Rosemary Inn tract is supposed to include a print from our photostat with a certificate of authenticity.

The first question is which reproduction should be in the land deed, and which in the water right deed. Whether required or not, it seems to me that we should record the change in title with the State Supervisor of Hydraulics. When a certificate is issued the right becomes appurtenant to the land and the certificate is recorded both in the Supervisor's Office and with the County Recorder. Reversing the process, now that the land deed and appurtenant water right have been recorded with the county it seems to me that it should be recorded with the Supervisor of Hydraulics, too. It will have to be so recorded if we amend the right at any time. This suggests that the deed and some copy of the water right certificate should be submitted to the Supervisor, and the certificate, when returned, should become part of Deed 36.

In the next place, for cross referencing, I wish to know the number of the deed to the Rosemary Inn tract, and the date and by whom it was accepted for the United States. Also, from the appraisal, I should like to know if any value was shown for water rights.

By memorandum of March 27 Mr. Wirth suggested that special use permits and other instruments which evidence right of way for pipe lines should be included with the water right deed. We have a copy of an Indenture, dated May 3, 1929 and signed by A. G. Michaud and Ermine H. Michaud for the Lake

FILE COPY

Crescent Company granting easement and certain privileges to Mrs. Littleton. Our copy indicates that you have the original. Will you send us the original or shall we use copies in all assemblies?

In his memorandum for Regional Attorney Taylor of December 14, 1939, Mr. Moskey listed a special use permit for a part of the same pipe line which had been received by the Director's approval, and a statement that it was to supersede a previous permit granted by the Forest Service. Even though both permits have now lapsed or are no longer required, it would appear that they should be in the water right deed file. Have you signed copies of both for inclusion in the original deed and from which to make copies for the other assemblies of the deed?

While on that subject, do you have a complete copy of the permit for the Lake Crescent Tavern listed in the same memorandum, and is there a map? They would be helpful in clarifying the water right for the Storm King Ranger Station.

A. van V. Dunn,
Hydraulic Engineer.

AvVD:sh

cc: Region Four.
Supt., Olympic N. P.

To Supt.: If you have the original permits or copies, please send to us for use in the deeds.

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

March 14, 1944.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to my memorandum of March 4 to the Director with a revised print of NP-OLY-6976, both relating to water rights on Barnes Creek in Olympic National Park covering the water systems serving the Storm King Ranger Station, Lake Crescent Fish Hatchery, and Rosemary Inn. Mr. Waterhouse has also advised that the Lake Crescent Tavern diverts its water from Barnes Creek at a point near the above-mentioned diversions.

The attached letter from the State Supervisor of Hydraulics, dated March 7, places diversions under Certificates 820 and 381 approximately one-half mile south or west of Barnes Creek. Unless the topography is extremely irregular they have no connection with Barnes Creek and offer no conflict with the rights now being acquired by the United States.

Since there is no recorded right for the Lake Crescent Tavern system it seems probable that use was initiated prior to June 15, 1917, when the water code was adopted. It may be that there is a claim filed in the county records either under the tavern or under Frank E. Maltby. This should be investigated when convenient. There is also an old Forest Service permit for 150 feet of right of way for the pipe line. A copy of this permit, perhaps both original and the renewal, would be helpful with regard to dates and might provide a map of the system. If no adequate description of the right of way is found, a traverse of the portion on federal land, tie from the diversion to those of the Rosemary Inn and Fish Hatchery systems should be put on the post war program.

A. van V. Dunn,
Hydraulic Engineer.

AvVD:sh
Attachment.

FILE COPY

ARTHUR B. LANGLIE
GOVERNOR

STATE OF WASHINGTON
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
ED DAVIS, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DIVISIONS:
GEOLOGY
FORESTRY
RECLAMATION
FLOOD CONTROL
WATER RESOURCES
MINES AND MINING
COLUMBIA BASIN PROJEC

MAR 9 1944

March 7, 1944.

Mr. A. van V. Dunn
Hydraulic Engineer
National Park Service
601 Sheldon Building
San Francisco, California (5)

Dear Mr. Dunn:

Re: Barnes Creek Water Filings

Replying to your letter of March 4:

The only permit issued by this office for the appropriation of water from Barnes Creek is in the name of Rose E. Littleton, serving the Rosemary Inn.

Water Right Certificate No. 820 in the name of Sarah McA. Hyde covers a water right on an unnamed stream in the NE¼ of SW¼ of Sec. 35, Twp. 30 N., Rge. 9 W.W.M.; and Certificate No. 381 also covers water rights on an unnamed stream in the SW¼ of Sec. 35, Twp. 30 N., Rge. 9 W.W.M.

We do not have any record of an appropriation of water for the Crescent Tavern, not any in the name of Frank E. Maltby. We are returning the voucher form which you enclosed, as we do not have any of the information you requested.

Yours very truly,

CHAS. J. BARTHOLET
Supervisor of Hydraulics

CJB:GH

3 copies to Region Four 3/14/44.

03-04-1944: memorandum to director from hydraulic engineer regarding water rights for rosemary inn, the lake crescent fish hatch

WATER RIGHTS SECTION
601 Sheldon Building
San Francisco 5, California

March 4, 1944.

MEMORANDUM for the Director.

In order to bring the water right files up to date we enclose a copy of a letter from the State Supervisor of Hydraulics of the State of Washington and a revised print of drawing NP-OLY-6976, relating to the water rights for Rosemary Inn, the Lake Crescent Fish Hatchery and Storm King Ranger Station.

There has been no attempt to reconcile the data from different sources, because the conflicts may have future reference value. For instance, the Forest Service map from which we traced the Hatchery-Ranger Station data seems to be in better harmony with the plat of the Point Pleasant Subdivision than with the nearer Aldwell's Lake Crescent Villa Site. Apparently errors in the latter cause much of the trouble in describing the Rosemary Inn tract.

I have previously shown some concern over the proposed abandonment of the Fish Hatchery without providing other use for the water right. From the map it is now fairly clear that we should try to provide all possible water rights for Rosemary Inn and the Storm King Ranger Station from the hatchery use before abandoning the rest. A copy of this memorandum is being sent to the Regional Director and the Superintendent to point out that Rose E. Littleton is conveying 0.2 sec. ft. and the Inn may need more for irrigation which we can transfer from one system to the other. In fact, there is nothing to prevent this Service from substituting a single pipe for the two systems for the first quarter mile below the diversions and providing a single headgate. There will be the formality of amending the right to fit the new design which would be made. There also seems to be some sort of campground or clearing on Barnes Creek near coordinates 4000 North and 5000 East which introduces the question of whether water use is, or will be, made there.

In connection with Mrs. Littleton's deed, there seems to be a need for a pipe line right of way along the line between the Point Pleasant and Aldwell's Lake Crescent subdivisions from the south line of Section 26 to the north line of the State Highway, or south line of her parcel B. The water right priority is 1928 which seems to preclude preemptory right of way and I seem to recall that the abstract did not show any deed to such right of way.

AvVD:sh

Enclosure 371.
cc: Region Four, with map.
Supt., Olympic, with map.

A. van V.Dunn,
Hydraulic Engineer.

FILE COPY

03-04-1944: letter to state supervisor of hydraulics from hydraulic engineer regarding revised data with regard to the fish hatchery

WATER RIGHTS SECTION
601 Shelden Building
San Francisco 5, California

March 4, 1944.

State Supervisor of Hydraulics,

Olympia, Washington.

Dear Sir:

Reference is made to your letter of January 31 with regard to the fish hatchery on Lake Crescent in Olympic National Park. We enclose a print of our drawing NP-OLY-6976, just revised (conflicting data not reconciled), on which we have assembled our available data relating to the water systems serving the Rosemary Inn, State Fish Hatchery and Storm King Ranger Station in the Barnes Creek area on Lake Crescent in Olympic National Park. The drawing also shows the Crescent Tavern location to the southwest of Rosemary Inn in Lot 6 of Section 26, T. 30 N., R. 9 W., W. M.

We know that the Crescent Tavern obtains water from Barnes Creek near the other diversions shown in the NE¼ Section 35 of same township and range. Will you please advise if there is an appropriative filing for the Crescent Tavern, and send us photostat negatives of the application, permit, license and map if they exist. A right of way permit for part of the water system was formerly issued to Frank E. Maltby, Manager of the Tavern, which suggests that he may have been claimant in a water right application.

We also know that you have issued Certificates Nos. 381 to Harvey G. LaGear and No. 820 to Sarah McAttyde for appropriation of water from unnamed streams in said Section 35. If, from the enclosed map, either right seems to fall in the N½ of Section 35, or to divert from Barnes Creek, please send us the same photostatic data requested in connection with the Crescent Tavern claim.

A voucher is enclosed for your signature to cover charges for copies herein requested.

Yours very truly,

A. van V. Dunn,
Hydraulic Engineer.

AvVD:sh

Enclosure 370.

cc: Director.
Region Four.
Supt., Olympic N. P.

FILE COPY

02-16-1944: memorandum to regional director from superintendent regarding water rights for the lake crescent fish hatchery

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

February 16, 1944

MEMORANDUM for the Regional Director.

Reference to memorandum of February 1 by Mr. A. van V. Dunn from your office with regard to the Lake Crescent Fish Hatchery and related water rights. During Mr. Waterhouse and Mr. DeLong's stay here I had the opportunity of going over the ground at this station and today I found through Mr. Graham Ralston of this city, that Mrs. Littleton does have certificate of water right on Barnes Creek. Since we are to acquire the Fish Hatchery, together with its water rights, we feel we will have no need for concern in this regard.

The Storm King Ranger Station was the first building erected in the Olympic National Forest and was built in 1907. As for a print of the plan of its water system, we are unable to secure such and we are advised it is a single pipe leading from one of the Fish Hatchery lines direct to the Storm King Ranger Station.

There may be other matters in this regard which you would wish to discuss with Messrs. DeLong and Waterhouse and we feel they can be of assistance to you in straightening this matter out.

Preston P. Macy
Superintendent

STATE OF WASHINGTON

2/17

THE DEPARTMENT OF GAME

515 SMITH TOWER
SEATTLE

February 11, 1944

Mr. A. Van V. Dunn, Hydraulic Engr.
National Park Service
Water Right Section
601 Sheldon Building
San Francisco, California

Dear Sir:

Reference is made to your request of February 7, 1944, for a copy of the plan and profile of the Lake Crescent Fish Hatchery which we are now conveying to the United States.

A review of the records of this office, which have been handed down to us from various sources and engineers and are no doubt out of date, would not be a true representation of the water system as it now exists on the ground.

It is our opinion that a condition survey should be made under the direction of your own department.

Yours very truly,

THE DEPARTMENT OF GAME

By J. R. Tillman hc.
J. R. Tillman
Civil Engineer

JRT:HC

Copies to Supt. Death Valley
Director
Region Four
} 2/14/44.

Water Rights Section

601 Sheldon Building

February 7, 1944.

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to your memorandum of February 1, 1944 with regard to the Lake Crescent Fish Hatchery and related water rights.

Any water use at the Storm King Ranger Station which was made prior to June 15, 1917 is covered by a vested right and will not be affected by abandonment of the hatchery if the use is continued at that station.

The attached copy of a letter from the State Supervisor of Hydraulics of January 31, 1944, indicates that there are no rights other than those established prior to 1917. We are now trying to obtain a plan of the Fish Hatchery water system from the state. We should also like to have you find out the date on which the Ranger Station was built, and get a print of the plan of its water system if the Forest Service has one.

When we have these data we can determine what further steps we should take on the basis of your development plan. Meantime, you should review your Project Control Plan and Master Plan and revise them to use any water under the vested fish hatchery right which you do not wish to abandon.

(SGD.) A. VAN V. DUNN

AvVD:era

Enclosure 796.

A. van V. Dunn,
Hydraulic Engineer.

cc: Region Four.

FILE COPY

ARTHUR B. LANGLIE
GOVERNOR

STATE OF WASHINGTON
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
ED DAVIS, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DIVISIONS:
GEOLOGY
FORESTRY
RECLAMATION
FLOOD CONTROL
WATER RESOURCES
MINES AND MINING
COLUMBIA BASIN PROJECT

2/4/44

January 31, 1944.

4 copies please

Mr. A. van V. Dunn
Hydraulic Engineer
National Park Service
601 Sheldon Building
San Francisco 5, California

Dear Mr. Dunn:

Replying to your letter of January 26, concerning water rights attached to a fish hatchery on Lake Crescent:

The waters for the fish hatchery coming from Barnes Creek having been appropriated before our Water Code became effective and not having been adjudicated, the extent of the right and priority have not been fixed.

In 1928 an application was made by Rose E. Littleton for permit to appropriate water from the same stream, which application was protested by the State Game Department, but the protest did not state the quantity of water claimed by the Game Department. At the time of examination of the application, Sept. 30,1928, at which time water was being diverted for the hatchery, there was 3.6 c.f.s. of water in the stream below their intake.

It is my opinion that the extent of the fish hatchery right would be the capacity of the conduits which convey water to their plant.

Yours very truly

Chas J Bartholet

CHAS. J. BARTHOLET
Supervisor of Hydraulics.

CJB:GH

STATE OF WASHINGTON
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
TRANSPORTATION BUILDING
OLYMPIA, WASH.

C O P Y

January 31, 1944.

Mr. A. van V. Dunn
Hydraulic Engineer
National Park Service
601 Sheldon Building,
San Francisco 5, California.

Dear Mr. Dunn:

Replying to your letter of January 26, concerning water rights attached to a fish hatchery on Lake Crescent:

The waters for the fish hatchery coming from Barnes Creek having been appropriated before our Water Code became effective and not having been adjudicated the extent of the right and priority have not been fixed.

In 1928 an application was made by Rose E. Littleton for permit to appropriate water from the same stream, which application was protested by the State Game Department, but the protest did not state the quantity of water claimed by the Game Department. At the time of examination of the application, Sept. 30, 1928, at which time water was being diverted for the hatchery, there was 3.6 c.f.s. of water in the stream below their intake.

It is my opinion that the extent of the fish hatchery right would be the capacity of the conduits which convey water to the plant.

Yours very truly,

(Sgd.) Chas. J. Bartholet
CHAS. J. BARTHOLET
Supervisor of Hydraulics.

CJB:GH

01-26-1944: letter to state supervisor of hydraulics from hydraulic engineer regarding advise for any water rights on a fish hatchery

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

SAN FRANCISCO 5, CALIF.

601 Sheldon Building

January 26, 1944.

State Supervisor of Hydraulics,
Olympia, Washington.

Dear Sir:

The State of Washington constructed a Fish Hatchery on Lake Crescent, near the northwest corner of Sections 25, 26, 35 and 36, T 30 N, R 9 W, W M during 1914.

Will you please advise us of any water rights under which water has been diverted for this development, other than those vested at the date of adoption of the water code on June 15, 1917. We should also like to know whether any attempt has been made to define the quantity of water involved in the vested rights. Even though not filed in your office, it seems possible that some branch of the Department of Conservation and Development may have a plan of the hatchery water system which would be helpful to us.

Very truly yours,

(SGD.) A. VAN V. DUNN

A. van V. Dunn,
Hydraulic Engineer.

01-17-1944: memorandum to regional director from superintendent regarding information pertaining to the lake crescent fish hatch

WR 4L

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

January 17, 1944

MEMORANDUM for the Regional Director, Region Four.

Reference is made to memorandum from your office of January 1 by Mr. A. Van V. Dunn, Hydraulic Engineer, regarding the Lake Crescent Fish Hatchery.

This hatchery was constructed in 1914 and insofar as we know has been in operation continuously since. We do know definitely that it has been in operation continuously since we came to the Peninsula in 1934, and operated up until sometime during the past summer. The State has now ceased operation of the hatchery but the previous hatchery man's wife is still living there and we assume will continue to live there until final title is vested in the Federal government, although that is only our surmise.

With reference to the final paragraph of Mr. Dunn's memorandum we would refer to the various memoranda in your files on this subject. We of this park naturally wish the continuation of this hatchery because the waters of Lake Crescent are sorely in need of restocking to provide satisfactory fishing and the Storm King Ranger Station is served water from the pipe line supplying the fish hatchery. Also as suggested by the Regional Director we wish to retain this hatchery residence at least as a ranger station if for any reason the hatchery is not operated. We trust this is the information you desire.

Preston P. Macy
Superintendent

In triplicate

Olympic 660-05.7

January 1, 1944.

MEMORANDUM for the Superintendent,
Olympic National Park.

As a result of your letter of December 28, 1943, to Mr. Heighton with regard to the acquisition of the State Fish Hatchery on Lake Crescent, I just looked up the deed and note that it is to convey the State's interest in the hatchery, certain lands and appurtenances. On drawing NP-OLY-6975, of which a revised print was submitted by memorandum of December 29, 1943, are shown the recorded water claims on Lake Crescent. None of them seems to be for enough water for a hatchery or to be in the name of the State.

We should like to know what rights are appurtenant to the hatchery and how they are evidenced. If the hatchery was built and used before June 15, 1917, there is a vested right, needing no recording with the State, to ghe quantity of water used on that date. If the hatchery was built after that date, there might be a prescriptive right by 20 years of use. Mr. Johnson is of the opinion that the State, under the Washington code, might even establish a right by use at this late date. The date of construction and first use is thus important.

I understand, too, that the hatchery has not been operating for several years. We should like to know the year it did operate last. We should also know whether the State indicated abandonment of the development.

Finally, is it your plan to maintain a hatchery on the lake? If not, are you willing to let the water right lapse, or have you another use for it?

A. van V. Dunn,
Hydraulic Engineer.

AvVD:SH

cc: Director.
Region Four.

FILE COPY

12-29-1943: memorandum to superintendent from acting director regarding proposed purchase of the rosemary inn property

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS
(54)

December 29, 1943.

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to the proposed purchase of the Rosemary Inn property within Olympic National Park from Mrs. Rose E. Littleton for a consideration of $20,300.

The Attorney General has completed his examination of the title to the above-mentioned property, and we are enclosing a copy of his preliminary opinion thereon, dated December 16, 1943. The Attorney General advises that, when the requirements of the opinion are complied with, he will approve the title.

There is also enclosed a voucher in favor of Mrs. Littleton in the amount of $20,300, covering the purchase price for the land. Please have Mrs. Littleton sign the payee's certificate on the face of the voucher in the space marked "X". The voucher should then be returned to this Office so that steps may be taken to have a check issued in payment thereof. When issued, the check will be forwarded to you for delivery to the payee upon closing of the transaction.

It is suggested that you request the assistance of Special Attorney Charles H. Heighton in bringing the matter to a close so as to assure that all requirements of the Attorney General's opinion on the title are properly and legally met.

The uncrecorded deed from Rose E. Littleton, a widow, to the United States of America, dated September 29, 1943, the preliminary certificate of title (No. M2977) issued by the Washington Title Insurance Company of Seattle, Washington, as of July 17, 1943, and related papers are returned herewith.

(SGD) Hillory A. Tolson
Acting Director.

Enclosure 250.

cc: Regional Director, Region Four.

ahf 12/24

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

December 20, 1943

AIR MAIL

MEMORANDUM for the Regional Director, Region Four.

Reference is made to your memorandum of December 15 regarding securing of title evidence in connection with the conveying of the Lake Crescent Fish Hatchery and grounds to the United States.

As this appears to be entirely a legal problem we believe it will be advisable for us to endeavor to get the assistance of Special Attorney Heighton in unraveling it with the State and will approach him as soon as possible.

We note that you say Attorney Johnson "states that any title company preparing the evidence of title should have particular attention called to the final paragraph of Mr. Demaray's memorandum of March 22." We would like to know if we have any authority to incur charges with a title company and if so under what conditions, presumably that would be a Chicago Office account.

Attention is also called to the aforementioned memorandum of March 22. This seems to infer that if the State acquired title through the Federal government then it will be unnecessary to secure an abstract of title.

B. F. Manbey
Acting Superintendent

cc-Director

12-15-1943: memorandum to superintendent from regional director regarding concern of the deed from the department of game, c

601 Sheldon Building

December 15, 1943.

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to the enclosed copy of memorandum from Acting Director Tolson to us concerning the deed from the Department of Game, State of Washington, conveying the Lake Crescent Fish Hatchery and grounds to the United States.

We have the original deed in our files which the Director has called for and which you forwarded to us on October 7. However, it is requisite now that the title evidence be submitted as called for by Acting Director Tolson. Attorney Johnson states that such title evidence may consist of a certificate of title, an abstract of title, or title insurance, whichever is being generally written by Washington title companies at this time.

Mr. Johnson states that any title company preparing the evidence of title should have particular attention called to the final paragraph of Mr. Demaray's memorandum of March 22, 1943, of which you received a copy. That matter is very important for the Solicitor's opinion in this case.

O. A. Tomlinson,
Regional Director.

ALJ:sh

Enclosure 388.

cc: Director.

Mr. Dunn.

601 Sheldon Building

September 10, 1943.

MEMORANDUM for the Regional Director, Region Four.

There is attached a copy of a letter just received from the State Supervisor of Hydraulics of the State of Washington with regard to the assignment of water rights as they relate to the Certificate No. 806 being conveyed to the United States by Rose E. Littleton at Olympic National Park.

As a result of my recent memoranda regarding the assignment of water rights, Mr. Tolson waived the need for certificate of title and agreed to rely on Section 7384, Remington's Compiled Laws of Washington, by memorandum of September 1 to Mr. Macy. The present letter from the Supervisor of Hydraulics indicates that this section does not apply to a water right perfected to the stage of certificate, as the water has thus become an appurtenance of the land.

Mr. Tolson suggested that since this section was to apply, only the clause pertaining to water rights generally and other rights appurtenant to the land need be retained in the pending deed. It now seems that it would be extremely essential to include the specific reference, Permit No. 1220, Certificate No. 806. Further, since no assignment is required by the Supervisor of Hydraulics, we can no longer rely on his certificate of title and the question is again introduced as to whether the title company should not certify the title as originally planned.

I think copies of this memorandum should be sent by airmail to the Director and the Superintendent of Olympic National Park.

AvVD:SH

A. van V. Dunn,
Hydraulic Engineer.

Attachment.

C O P Y

STATE OF WASHINGTON

DEPARTMENT OF CONSERVATION AND DEVELOPMENT

DIVISION OF WATER RESOURCES
Charles J. Bartholet, Supervisor

OLYMPIA

September 7, 1943.

Mr. A. van V. Dunn
Hydraulic Engineer
National Park Service
601 Sheldon Building
San Francisco, California

Dear Sir:

Re: Certificate No. 806

When water has been put to full beneficial use on property and a certificate of water right has been issued, as in the case of Rose E. Littleton for Rosemary Inn, the water becomes appurtenant to the property and is transferred with it, and no assignment is required by this office.

While the water right is still an application or a permit only, an assignment must be recorded in this office. We do not have any printed forms for such assignments. Just a very simple form is required, describing the permit by number. There is a statutory fee of $2.00 for recording each assignment.

Yours very truly,

CHAS. J. BARTHOLET
Supervisor of Hydraulics

By /s/ G. Hallahan
Secretary.

G.H.

Olympic — Lake Crescent Water Level Study — 1

From Gray 11/18/41

Area of Crescent Lake 8.352 sq. miles or 5345 Ac.

3 feet — 5345.28 Ac.

depth	5'	storage	26,726.64 AF
	1'		5,345.28 AF
	0.1'		534.53 AF
	0.01'		53.45 AF

(1 s.f. = 1.9835 AF/day)	Flow			28 d	29 d	30 d	31 d	
		200 s.f.	=	11,107.6	11,504.2	11,901.0	12,297.7	AF
		100 s.f.	=	5,553.8	5,752.15	5950.5	6,148.85	"
		10 s.f.	=	555.38	575.22	595.00	614.89	"
		1 s.f.	=	55.538	57.575	59.505	61.4885	"

1924 Summer supply April 1 - Oct 30 - 214 days

= 66,388 AF

use 163 s.f. = 323.31 AF/day

= 9699.30 AF/30 days

= 10,023.61 AF/31 days

= 9053 AF/28 days

09-01-1943: memorandum to regional director from superintendent regarding photostatic copy of water right permit no. 1220, the

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

9/7
9/7

September 1, 1943

MEMORANDUM for the Regional Director, Region Four

This acknowledges copy of Mr. Dunn's memorandum of August 30 to the Director enclosing photostatic copy of Water Right Permit No. 1220, the Proof of Beneficial Use Thereon, and Certificate No. 806, all relating to the water right of Rose E. Littleton for use at Rosemary Inn in the Olympic National Park.

This memorandum is to point out that although Mr. Dunn's memorandum of August 21 to the Regional Director states "I recommend your concurrence in the procedure to have the deed prepared," yet, we have so far not received instructions from your office to go ahead with this preparation.

As both your office and the Chief Counsel's office are quite interested in this document it seems advisable that all parties shall be in accord before we intimate to Mrs. Littleton that her Agent should prepare a deed to the United States. Both this office and Mrs. Littleton are very anxious to get this deal completed as quickly as possible.

Preston P. Macy
Superintendent

SEP 7 1943
ROUTING | Date
9/7
FILE

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

September 1, 1943.

AIR MAIL

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to your memorandum of August 18 and to Hydraulic Engineer Dunn's memorandum of August 21 with regard to water rights involved in the proposed purchase of the Rosemary Inn property within the Olympic National Park from Mrs. Rose E. Littleton.

In view of Mr. Dunn's comments and the provisions of Section 7384, Remington's Compiled Laws of Washington, relating to assignments of water rights, this Office will interpose no objection to having the water right acquired by Mrs. Littleton under Certificate No. 806, Permit No. 1220, assigned to the United States of America in accordance with the usual form of assignment recognized by the State Supervisor of Hydraulics. While it will not be necessary to refer to this specific water right in the deed conveying the land to the United States, it is believed that the clause pertaining to water rights generally and other rights appurtenant to the land, including pipe line easements, etc., should be retained in the deed. Photostatic copies of the water right application and accompanying map, permit, proof and certificate should be obtained and submitted to this Office, as suggested by Mr. Dunn.

For the time being, we will waive the requirement heretofore made that the above-mentioned water right be covered by the certificate of title, since the Department of Justice will pass on the sufficiency of the title evidence and, if deemed necessary, will require that the final certificate of title cover the water right in addition to the land.

(SGD) Hillory A. Tolson
Acting Director.

cc: Regional Director, Region Four.
Hydraulic Engineer Dunn, Region Four.



C O P Y

CLALLAM COUNTY ABSTRACT COMPANY
Agents For
Washington Title Insurance Co.

Port Angeles, Washington

August 31, 1942

Joseph E. Taylor, Attorney
503 Stewart-Henry & White Building
Seattle, Washington

Dear Sir:

Attorney Wm. J. Conniff of this city and Mr. Preston Macy, Supervisor of the Olympic Park, advised us that the Park Service Department contemplated purchasing the property of Rose E. Littleton, that as a preliminary to this purchase it is necessary for you to have and that you would like a description of the property, therefore in order to assist in this transaction we are sending to you the same. The property in question is described as follows:

IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON

Parcel "A" Tracts One (1) and Two (2) of Point Pleasant, according to plat thereof recorded in volume 4 of plats, page 18, records of said county, together with second class shore lands adjoining.
ALSO
Parcel "B" West seventy five feet (measured along the north line of the State Highway) of that portion of lot One (1), Aldwells Lake Crescent Villa Sites, according to plat thereof recorded in Volume 4 of plats, page 14, records of said county, lying north of State Highway, except county road.
ALSO
Parcel "C" That portion of government lot Six (6), Section Twenty six (26), Townsite Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:
Beginning on the east line thereof 525.17 feet north of the southeast corner of said lot; thence North 536.14 feet; thence south 82° 08' west 485.24 feet; thence south 359.62 feet; thence south

77° 07' east 493 feet to point of beginning, together with an easement for pipe line over a portion of said lot adjoining on the south as granted in volume 118 of deeds, page 378, under auditor's file No. 128682, records of said county.

ALSO

Parcel "D" That portion of government lot Six (6), Section Twenty six (26), Township Thirty (30) North, Range Nine (9) West of the Willamette Meridian, described as follows:

Beginning at the northeast corner of said lot; thence south 82° 08' west along the meander line 485.24 feet; thence south 250 feet; thence north 82° 08', east 485.24 feet; thence north to the point of beginning, together with second class shore lands adjoining.

ALSO

Parcel "E" That portion of government lot Six (6), Section Twenty-six (26), Township Thirty (30) North, Range Nine (9), West of the Willamette Meridian, described as follows:

Beginning on the east line thereof 1061.31 feet North of the Southeast corner of said lot; thence South 82° 08' west 485.24 feet to the true point of beginning; thence North 82° 08' East 485.24 feet; thence North along East line of said lot 20.19 feet more or less to a point 250 feet South of the meander line of said lot; thence South 82° 08' West 485.24 feet; thence South 20.19 feet more or less to true point of beginning.

At the time a previous examination on this property was made during the year 1939, we found this property was subject to the following rights of way, easements and exceptions, to-wit:

1. Rights of way for ditches, canals, pipe lines, and flumes over and across said premises, if in fact any portion thereof is burdened thereby, together with the right to enter upon said premises for the purpose of repairing, operating, and maintaining the same.

2. Exceptions and reservations contained in deed from the State of Washington under which title is claimed to said shore lands; recorded in volume 88 of deeds, page 414, under auditor's file No. 58563, records of said county, whereby the grantor saves, excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., together with the right to enter upon said lands for the purpose of opening, developing and working mines, etc., provided that no rights shall be exercised under this reservation until provision has been made by the state, its successors or assigns, for full payment of all damages sustained by owner by reason of such entering.

3. Right of the State of Washington, or any grantee or lessee thereof, to acquire the right of way over said shore lands for private railroads, skid roads, flumes, canals, water courses or other easements for the purpose of and to be used in the transportation and moving of timber, stone, minerals or other products from other lands, upon paying reasonable compensation therefor.

4. Easement for perpetual right of way over and across a portion of government lots 6 & 7, Section 26, Township 30 North, Range 9 West of Willamette Meridian, granted by Nettie R. Barnes and Paul Barnes, her husband to The Kelly Printing Company, a Washington corporation, by instrument dated September 10, 1910, recorded November 4, 1914, in volume 93 of Deeds, page 430, records of said county.

5. Easement for perpetual right of way over and across a portion of government lots 6 and 7, Section 26, Township 30 North, Range 9 West of Willamette Meridian, granted by Paul Barnes and Nettie R. Barnes, his wife to George A. Glines, by instrument dated December 5, 1911, recorded July 26, 1912, in volume 87 of Deeds, page 534, records of said county.

We of course, have made no further examination of this title since 1939 and understand that such examination is not pertinent at present and that if the deal is consumated, a complete examination will be necessary and title evidence furnished.

This property carries quite a lengthy and involved chain of title and in as much as we have previously made an examination we are very familiar with it and can therefore, render you very prompt and efficient service should title evidence be desired and we are favored with the order.

We are very pleased to furnish the information contained in this letter and if anything further is desired kindly advise us.

Yours very truly,

CLALLAM COUNTY ABSTRACT COMPANY

By /s/ G. Warren Deniger.

Manager.

GWD:mh

08-30-1943: memorandum to director from hydraulic engineer regarding photostat copies of water right permit no. 1220, the proof

August 30, 1943.

MEMORANDUM for the Director.

As requested recently, we enclose photostat copies of Water Right Permit No. 1220, the proof of beneficial use thereon, and Certificate No. 806, relating to the water right of Rose E. Littleton for use at Rosemary Inn in Olympic National Park.

You will note on the map accompanying the original application that the original plan was to run the pipe line up the ¼ section line and along the county right of way, being an exception in the deed from Mrs. Littleton to the United States covering an area along the extreme eastern portion of her original tract, and by reference to our recent correspondence and the right of way from the Crescent Tavern Company they actually built the line at an angle across the section.

This variation need not be considered at this time, however, as it is inconsequential.

You will note also in the application-permit that the quantity of water was greater than the 0.2 second foot finally granted. In the proof you will find that the original plan was to irrigate about 12 acres, but that all except 2 acres were still in timber and unirrigated at the time that proof was made. It is of course impossible to increase the quantity covered by the present license with the original priority, but we can if we wish initiate a new water right application to cover any area in excess of 2 acres which may now be irrigated, and the possible need therefore should be investigated after acquiring the land.

AvVD:SH

Enclosure 302.

cc Region Four, with enclosures.
Supt., Olympia N. P., with enclosures.

A. van V. Dunn,
Hydraulic Engineer.

FILE COPY

08-24-1943: memorandum to region four from hydraulic engineer regarding pipe line right of way to rose e. littleton

August 24, 1943.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Manbey's memorandum of August 20, 1943, enclosing the original instrument by which the Lake Crescent Company granted a pipe line right of way to Rose E. Littleton at Olympic National Park.

I have put the pertinent data with regard to alignment from Exhibit A on our tracing NP-OLY-6976, and have made copies of the written conveyance for our files. The original may now be sent to the Director as requested by Mr. Manbey.

This instrument does not grant any laterals or serve to the Lake Crescent Tavern as a consideration for the right of way. Therefore, I conclude that Mrs. Littleton will in fact convey unencumbered full title under water right certificate No. 806.

It will be noted that the right of way includes a portion across the Olympic Highway to which the Lake Crescent Company did not have title. Since this highway is now Park Service property, this does not matter, but if the highway is returned to the State as planned we should remember to reserve the pipe line right of way. It might be still better to reserve the right to cross the highways generally with any utilities at any points which may become desirable, as a general condition when turning them back to the State.

A. van V. Dunn,
Hydraulic Engineer.

AvVD:SH

FILE COPY

08-21-1943: memorandum to region four from hydraulic engineer regarding rosemary inn property

601 Sheldon Building

August 21, 1943.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to the memoranda from Mr. Macy, signed by Mr. Manbey, to you and the Director, dated August 18, 1943, and relating to the acquisition of the Rosemary Inn property at Olympic.

I recommend your concurrence in the procedure to have the deed prepared, so far as my past questions are concerned, but I wonder if it will be desirable to include the water right in the land deed if, as I suggest in the following, it is covered by a separate instrument, and if the title company has to certify to the whole deed.

An investigation of the 1933 edition of the water right manual indicates that assignment of water rights must be recorded with the Supervisor of Hydraulics. I quote Section 32 (7384 of the Remington Compiled Statutes):

> "Any permit to appropriate water may be assigned subject to the conditions of the permit, but no such assignment shall be binding or valid unless filed for record in the office of the State Supervisor of Hydraulics. Any application for permits to appropriate water prior to permit issuing, may be assigned by the applicant, but no such assignment shall be valid or binding unless the written consent of the State Supervisor of Hydraulics is first obtained thereto, and unless such assignment is filed for record in the office of the State Supervisor of Hydraulics."

We will certainly wish to see that the assignment is properly made in accordance with the water code. I have written to the State Supervisor of Hydraulics to see if a standard form is used. It seems to me, too, that since this official is responsible for recording such an assignment, there may be no need for its inclusion in Schedule A of the certificate of title as requested by Mr. Tolson and protested by Mr. Deniger of the title company. This should be referred to the Director for verification.

I think all my questions are fairly well answered except that relating to possible Crescent Tavern interest in the pipe line as it crosses that land. That should be settled by Mr. Deniger's copy of the right of way, when obtained, and by the acceptance of the conveyance of Certificate No. 806 by the State Supervisor of Hydraulics.

FILE COPY

I suggest that a copy of this memorandum be sent to the Director via air mail in order that he may modify his instructions relating to deeding and certifying to the assignment of the water right if he wishes.

AvVD:SH

A. van V. Dunn,
Hydraulic Engineer.

WR Copy
ALJ 8/23
AVD 8/23.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

August 20, 1943

AIR MAIL

MEMORANDUM for the Regional Director, Region Four.

This is in further reference to memoranda of August 10 and 12 from Hydraulic Engineer Dunn respectively to the Regional Director and this office, and our reply of August 18, all in connection with sundry documents in relation to the purchase of the Rosemary Inn property by the United States.

On page 2 of our memorandum of August 18, under item 6, and in the penultimate paragraph on the same page we make mention of Mr. Deniger's promise to secure a copy of the easement by the Lake Crescent Company to Mrs. Littleton for the pipe line right-of-way from Barnes Creek to Rosemary Inn tract.

However, we have been able to do better than this and are now enclosing the original indenture and map secured from Mrs. Littleton's agent. It is suggested that Mr. Dunn look this over and then transmit it as quickly as possible to the Director who will probably wish to retain it with other original documents of this purchase. You will notice that we have sent a carbon copy of this memorandum air mail to the Director.

B. F. Manbey
Acting Supt.

cc-Director (Air Mail)
Mr. Deniger

08-18-1943: memorandum to region four from superintendent regarding rosemary inn property

8/21

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OLYMPIC NATIONAL PARK
PORT ANGELES, WASHINGTON

August 18, 1943

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Hydraulic Engineer Dunn's memorandum of August 10 to the Regional Director and his memorandum of August 12 to this office, both on the subject of sundry documents in connection with the purchase of the Rosemary Inn property by the United States.

In Mr. Dunn's memorandum of August 10 he brings up eight separate questions to which we make reply in the same order:-

1. Yes, the "Appraisal Plot Plan - Rosemary Inn" was prepared from field notes and the recorded descriptions and for the benefit of the Appraisers by Landscape Architect Mattson. We have had no technical staff which could have made a real survey and prepared plans, for at least a year. There does not appear to us to be any problem in this connection.

2. Yes, the "Olympic Highway" shown on NP-OLY-6976 is the "State Highway" referred to in the option and deed. It is also known elsewhere, as State Highway 9 and U. S. Highway 101. Yes, "Lakeside Drive" is the county road defining the northern boundary of the exception to parcel B in said instruments. Yes, the exception is a strip of land 40 feet in width and parallel to the "Entrance Road" shown on Appraisal Plot Plan - Rosemary Inn and the "Entrance Road" is county property.

Mr. Deniger of the Clallam County Title Company says that it is not practice here to dedicate such property as a county road other than to deed it to the county. The county is maintaining it. Yes, the county could construct new entrances either on the remainder of parcel B or from the west end of "Lakeside Drive", but there would be no object in doing so.

3. We agree that since the measurements of parcel B at the south end are taken along the State Highway, then, as the latter is not at right angles to the county road parcel B must be slightly less than 75 feet in width, and therefore the exception or amount conveyed to the county was greater than she had available within the balance of the parcel. However, we would have thought that in a case like this the county would have to take the loss, from the

way it is worded, rather than that the conveyor would have to donate extra land. In any event there would seem no chance of the county making such a demand, even if it were legally entitled to do so, as the width of actual roadway used is probably not more than 14 to 16 feet. This, we feel, is no problem.

4. Any conflict between parcels D and E seems more or less immaterial to us.

5. The water right is being included in the deed as indicated in the approved rough draft of deed.

6. In regard to the pipe line right of way as it crosses the Crescent Tavern property, we are securing a copy of this easement through the Title Company.

7. It is requested that Mr. Dunn take care of the securing of a copy of "water right application, accompanying map, permit, proof, and certificate," from the Supervisor of Hydraulics, State of Washington, Olympia.

8. Yes, the former Forest Service permit covering the pipe line right of way across federal land was continued on by the National Park Service from 1939 under a different form and on an annual basis. It was not renewed by us in 1943. The wording of this permit stipulates that "This permit may not be transferred or assigned without the consent of the Director", also that it "shall terminate upon the violation of any of the conditions hereof." These clauses would appear to us to make it legally impossible for the permittee to make any other parties a beneficiary. This seems to answer the objection raised in the second paragraph of Mr. Dunn's memorandum of August 12.

Mr. Dunn raises further questions in the latter memorandum. In regard to the right of way crossing the Crescent Tavern property mentioned in paragraph 3, as indicated in "6" above, Mr. Deniger of the Title Company is securing a copy of the easement for us. Also he is checking at the County Recorder's office to make sure that no other persons are interested in the water rights, although he believes there could be no other interests under existing conditions.

In regard to paragraph 4. We cannot quite see how any other parties could have any rights under the permits to the use of the water except as would be indicated under the original Forest Service permit and subsequently under our Special Use Permit. We have a copy of the former, and both it and our permit stipulated that Mrs. Littleton was the sole permittee with no right of transfer except upon written consent from the permittor.

The above seems to answer all the questions raised by Mr. Dunn. Mr. Tolson's memorandum of August 3 stated "the form of deed to be executed by Mrs. Littleton is also satisfactory to this office," however, he mentioned copy was being sent to Mr. Dunn for comments. Mr. Dunn's comments do not seem to us to affect the wording of the deed. In the circumstances, we desire concurrence of your office before we request Mrs. Littleton's agent to prepare the deed for execution. This should be forthcoming as quickly as possible.

Preston P. Macy
Superintendent

08-12-1943: memorandum to olympic national park from hydraulic engineer regarding pipe line right for rosemary inn

August 12, 1943.

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to your memorandum of July 30, 1943, to the Director with regard to my references to the Forest Service special use permit to Rose E. Littleton for a pipe line right of way toward the Rosemary Inn tract at Olympic.

You are correct in assuming that its extension as NPS permit No. I-26p-22 does not have any effect on the title to the Rosemary Inn tract — provided no one other than the owner of Rosemary Inn has been a beneficiary. If it had been renewed this year, and is used only for the interest of Rosemary Inn, I would recommend its cancellation.

However, the pipe line on this right of way also traverses the right of way mentioned as part of Parcel C in the proposed deed, and this latter right of way is across the Crescent Tavern tract. From numerous experiences in other parks it seems possible that this right of way across the Crescent Tavern tract might have been granted in exchange for some interest in the water or the pipe capacity. That interest would be an encumbrance on the Rosemary Inn property and nothing in the instruments we have received to date shows that the Rosemary Inn pipe line is used solely by that Inn. In order that complicated entanglements do not develop later we should like a complete report on the terms of the original instrument granting the right of way across the Crescent Tavern tract and on possible actual physical connections to the pipe as it traverses that right of way.

If, by chance, it is found that water from the Rosemary Inn pipe line is serving the Crescent Inn tract we want to know whether it merely constitutes an obligation on the part of the owner of the Inn to provide water to the Tavern, or whether the Tavern owner also has a part interest in structures and rights of way to provide that water. In the latter case the cancellation of the permit I-26p-22 may have been made without the knowledge of all interested parties.

Two illustrations of what we are trying to prevent are offered:

1. At Mineral Headquarters, Lassen, the CCC pipe line uses a State pipe line which is on an unrecorded right of way,

AHJ 8/13

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and it serves some Beresford interests under unrecorded agreements. Now, Mr. Beresford threatens to abrogate right of way agreements unless he can get more water service than we feel was covered by the oral agreements by some park personnel who are no longer with us.

2. For Rocky Mountain the Solicitor accepted title to certain lands of Pieter Hondius only after an appurtenant pipe line and water right were included but without thorough investigation of Mr. Hondius' obligations for water service to growing real estate subdivisions.

In both cases the Park Service has spent considerable money, in the form of salaries of park and water rights personnel, to try to define and protect its interests.

AvVD:SH

A. van V. Dunn,
Hydraulic Engineer.

cc: Director.
Regional Director, Region Four.

August 10, 1943.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to the memoranda to you and the Superintendent of Olympic by Messrs. Mullady and Tolson, respectively, of August 3, 1943, with regard to the purchase of the Rosemary Inn property. The following comments apply to instruments enclosed with Mr. Mullady's memorandum. Although I suggest only a few modifications, I have brought up several other questions to be sure that we acquire what we think we do.

1. The drawing, "Appraisal Plot Plan — Rosemary Inn", seems to have been prepared from the recorded descriptions rather than any check surveys. It does not clarify the conflicts shown on drawing NP-OLY-6976 which accompanied my memorandum to Mr. Taylor of Sept. 22, 1942. However, both maps seem to agree that we acquire a homogeneous area with no alien parcels except that of Clallam County listed as excepted in parcel B.

2. Comparing the same two maps I conclude that the "Olympic Highway" shown on NP-OLY-6976 is the "State Highway" referred to in the option and deed, and that "Lakeside Drive" shown on that map is the "county road" defining the northern boundary of the exception to parcel B in said instruments. If this is correct, the exception is a strip of land 40 feet in width and parallel to the "Entrance Road" shown on "Appraisal Plot Plan - Rosemary Inn", but it includes not only that "Entrance Road" but again as much area to the west. In other words, the "Entrance Road" is county property. Has a check been made to see that it has been dedicated as a county road to assure perpetual access to the Inn tract? Of course the Park Service could construct new entrances either on the remainder of parcel B or from west end of "Lakeside Drive."

3. By deed and option the total 75 foot width of parcel B is measured along the "State Highway", which is not at right angles to the east and west lines. Therefore, the true width of parcel B is slightly less than 75 feet. As a result, the exception falls partially in the alien lot 7 east of parcel B as shown on "Appraisal Plot Plan - Rosemary Inn." At some time the county will doubtless claim more right of way, out to the western limit of the exception, cutting off what now appears to be Inn area.

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4. The conflict between parcels D and E seems to be clearly shown on the map. The area is reduced accordingly.

5. I disagree with Mr. Deninger, as quoted by Mr. Manbey on July 19, 1943, with regard to the water right Permit No. 1220, Certificate No. 806. A water right is granted for the diversion of so much water, for a specific use, on specific land. As such it becomes appurtenant to the land on which it is used and not where it is diverted. Therefore, I agree with Mr. Tolson that the water right must be included specifically in the deed and certificate. Also, the permit, No. 1220, was granted for construction and perfection of the right and the certificate, No. 806, is evidence that the construction was completed and the right was perfected. Hence, both should be mentioned.

6. The pipe line right of way covered as part of parcel C covers the access across the Crescent Tavern property which I indicated as needed on drawing NP-OLY-6976.

7. We, as well as the Director, will want a copy of the water right application, accompanying map, permit, proof, and certificate. The permit is executed on the back of the application form. The proof of appropriation is a separate form describing wherein place or quantity of water use differs from that described in application. Map and certificate are also separate sheets. Rather than get certified copies, as Mr. Tolson suggests, I think we might get photostat negatives from which we can make as many prints as we wish. I can order them direct from the Supervisor of Hydraulics if Mr. Macy has not started negotiations as they can be charged to Water Rights unless there is money left in the Rosemary Inn purchase fund.

8. Referring to my memorandum to Mr. Taylor, Mrs. Littleton had a special use permit from the Forest Service covering the pipe line right of way across the federal land. It is supposed to be renewed by the Park Service about 1939 or 1940. Apparently the Littleton interest in this permit is properly conveyed to the United States in the deed, but not yet mentioned in the certificate. It occurs to me, however, that the owner of the Crescent Tavern tract may also have an interest in the same right of way, and even in the pipe line (see page 22 of my "General Aspects of Olympic Peninsula Water Rights . . . , dated Oct. 12, 1940.) Hence, I feel that the certificate of title should be pretty specific in defining interests in the water system, rights and pipe line right of way permits. I think the park should also make a field check to determine that no lateral or tap is provided on the Crescent Tavern tract, or if one exists it should be described with proper definition of interests.

A. van V. Dunn,
Hydraulic Engineer.

AvVD:SH

601 Sheldon Building

July 30, 1943.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Macy's memorandum for the Director of July 26, 1943, with regard to the Rosemary Inn purchase at Olympic. The original to the Director included appraisals, options, certificate of title, quitclaim deeds and revised map of area. Our copy did not include any enclosures. The memorandum also refers to certain water rights which are to be excepted.

Last September we made a rather extensive study of this transaction and some of the data which has gone direct to the Director seems to answer some of the questions I raised in connection with that study. It seems to me that this correspondence, with attachments, is exactly the type which should come through the Regional Office under existing regionalisation procedure.

Regardless of this, I should like to review the references to pipe line rights of way, and deeded and excepted water rights, all of which has apparently been sent to the Director without reference to this office. I believe, too, that it might be advisable for me to make such a review before Mr. Moskey takes final action.

A. van V. Dunn,
Hydraulic Engineer.

AvVD:SH

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07-26-1943: memorandum to region four from hydraulic engineer regarding rosemary inn tract

July 26, 1943.

MEMORANDUM for the Regional Director, Region Four.

Reference is made to Mr. Manbey's two memoranda of July 19, 1943, with regard to the acquisition of the Rosemary Inn tract at Olympic National Park.

We cannot comment fully with our limited knowledge of the deed and certificate. If the deed says "together with appurtenant water rights and rights of way" we seem to get title. In fact, if no mention is made of water rights we acquire them if they were not conveyed to others before the tract was deeded to the Park Service. If no mention is made of water rights it might be desirable to have the Abstract Company certify that it finds no independent conveyance of the water rights, but if the water was being used at the date of the deed it seems quite evident that the rights were still appurtenant to the tract unless the deed had an exception.

On the other hand, if the deed has not yet been accepted and recorded I should insist on the addition of a clause to read: "together with all appurtenant water rights and particularly that certain claim by _____ Littleton filed with the State Supervisor of Hydraulics under Permit No. 1220, Certificate of Record No. 2 on page No. 806 for the appropriation of waters of Barnes Creek, with priority of _____ (is it August 1934?).

Referring to my memorandum of Sept.22, 1942, to Mr. Taylor, which he forwarded with comments of the same date, you will also note that there is a Forest Service pipe line right of way that would be cancelled if it were not an exception to the deed. There is also some question as to how the pipe gets across some of the rest of the adjacent real estate subdivision. These should be clarified before the deed is accepted or we may have to try another agreement like that at Lassen to preserve rights of way in the future.

AvVD:SH

A. van V. Dunn,
Hydraulic Engineer.

AvD 7/29

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09-22-1942: memorandum to olympic national park from regional attorney regarding map of rosemary inn property

Mr. Dunn.

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE
WATER RIGHTS SECTION
SAN FRANCISCO, CALIF.

601 Sheldon Building

September 22, 1942.

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to our air mail memoranda of September 16 and September 17, 1942, relating to the Rose E. Littleton property (Rosemary Inn) which may be acquired under Public Works allotment.

In my memorandum of September 16 I advised that we were preparing a map presenting the various possible locations. We are forwarding herewith two prints of drawing NP-OLY-6976, together with a copy of Hydraulic Engineer A. van V. Dunn's memorandum for me of September 22 which contains a narrative explanation of the facts we have sought to depict upon the map.

It was our intention to prepare a map sufficient for your use as a general reference to the area in securing title certificates, but we regret that the discrepancies which arise out of the various plats and descriptions in this office do not permit of any single designation or description of the property.

It may be that none of these problems actually exist in the field because of other surveys and marked corners, but we should like to have you study, in conjunction with any engineer available there, the explanation contained in Mr. Dunn's memorandum and drawing NP-OLY-6976. We have included an extra print of the map in the belief that you may wish to refer the matter to the title company or to Mrs. Littleton's attorney in attempting to straighten out the description difficulties.

When and if you feel that we may be of further service, please so advise. It might expedite handling of any request from you by a day or so to have the correspondence addressed directly to me.

(SGD.) [illegible]
Regional Attorney.

Enclosure 2122017.

cc: Director, attention Chief Counsel,
with print and copy of memo.
Region Four, with print and copy of
memo.

09-22-1942: memorandum to regional attorney from hydraulic engineer regarding map of rosemary inn property

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

WATER RIGHTS SECTION

SAN FRANCISCO, CALIF.

601 Sheldon Building

September 22, 1942.

MEMORANDUM for Regional Attorney Joseph E. Taylor.

The accompanying drawing, NP-OLY-6976, Property of Rose E. Littleton, Rosemary Inn, Olympic National Park, has been prepared from the following data:

1. Print of Park Service copy of the plat of Aldwell's Lake Crescent Villa Sites subdivision, hereafter called the Villa Sites.

2. Print of Park Service copy of the plat of Point Pleasant subdivision, hereafter called Point Pleasant.

3. Letter from Manager G. Warren Deniger of the Clallam County Abstract Company to you of August 31, 1942.

4. Memorandum from Mr. Meskey to you of December 14, 1939, regarding pipe line rights of way.

Items 1 and 2 are inconsistent in themselves as to bearings and distances as plotted and as noted in words and figures. In addition, they do not agree along their common line, the east line of Point Pleasant which is the west line of Villa Sites. Actual bearings are not given on the former, but can be supplied from Mr. Deniger's letter. The result is that the distance from the south line of Section 26 to the meander of the lake is 63.31 ft. greater on Villa Sites than on Point Pleasant, the bearing differs by 0°32', and it is crossed by the Olympic Highway or State Highway at different points about the same 63 feet apart.

Drawing NP-OLY-6976 has been prepared to show the variations, matching the plats of the two subdivisions at their common south corner. Although an overlapping conflict is shown, it is not believed to exist in the field. This more important point is to determine which distance along the common line is correct, particularly between the State or Olympic Highway and Lakeside Drive. This will determine the length of parcel B and, therefore, its area.

The length of the east line of Point Pleasant has been determined by computing the traverses of parcels C, A, and D. Although this places the NE corner of parcel D 63.31 feet nearer the SE corner of the subdivision than the same point determined by Villa Sites, it still leaves an area between parcels C and D which is 25.38 ft. wide into which the 20.19 ft. width of parcel E is supposed to fit. That is, a parcel of land 485.24 ft. long and 5.19 ft. wide between parcels C and D does not seem to be covered by Mr. Deniger's abstract.

Parcel B is described as the west 75 feet of Lot 1 of the Villa Sites measured along the north line of the State Highway, lying north of the State Highway, except county road. An Olympic Highway and no State Highway is shown on Point Pleasant, and the reverse is true on Villa Sites. Villa Sites also shows Lakeside Drive, but no county road. It is not clear whether this results in a strip 75 feet wide from the State Highway to Lakeside Drive or whether there is also an exception for another county road at some point between.

You will note that if the west line of Villa Sites is 1336.69 feet long instead of 1400 feet, and it may be only 1331.50 ft. if there is only 20.19 ft. between parcels C and D, then Lakeside Drive would terminate in the end of parcel E. I believe this to be the case because I believe parcel E was supposed to be a reservation for an extension of that Drive to provide access which does not now exist to Lot or Tract 2 and the two westerly portions of parcel D.

By memorandum of September 15 I gave you the approximate acreages of the parcels as follows:

Parcel A.....	3.02 acres
Parcel B.....	1.54 acres
Parcel C.....	4.95 acres
Parcel D.....	2.76 acres
Parcel E.....	0.22 acres

To determine the area of parcel B I scaled Villa Sites. However, if Lakeside Drive is 63 feet further south and the State Highway is about 30 feet further north, I included about 0.16 acres too much. Also, if Mrs. Littleton can show title to the 5.19 ft. strip north of parcel E I may have omitted an area of 0.06 acres there. Further, I have made no allowance for the shore land between the lake meander and the water line of Lake Crescent. These should all be checked and the easiest procedure is to check and use actual parcel corners if they exist in the field.

On drawing NP-OLY-6976 I have also shown Mrs. Littleton's pipe line right of way across federal land as described in Mr. Moskey's letter and as more probably existing if all courses in the description are spun 180 degrees. Note that as described it would fall largely in Lake Crescent and nowhere near Barnes Creek. With the corrected bearings the right of way terminates near the south corner common to Villa Sites and Point Pleasant.

This right of way could be cancelled if we acquired the Littleton property, but Mr. Deniger does not show access from the south line of Section 26 to the Littleton land which I have indicated roughly by heavy dashed lines. This line may bend to reach parcel B at the north line of the State Highway, however. This right of way may be needed across parts of Lot 1 of Villa Sites and the SE corner of Point Pleasant, referring to these subdivisions as the whole of Lots 7 and 6 respectively of the GLO subdivision of the section. In either case, too, a right of way is definitely needed to cross the State Highway.

We know, too, that Mrs. Littleton has water right Certificate No. 806, Permit 1220 to divert from Barnes Creek in Section 35. I do not have a complete copy of the certificate or permit, however, and so do not know whether the diversion is actually at the point of beginning of the correct description of the Forest Service pipe line right of way permit. I have shown a portion of Barnes Creek at that point on the assumption that the right of way does start at the point of certified diversion, but this should be checked. It might be that further right of way is needed to the south or that the water right needs amendment.

[redacted] DUNN

Hydraulic Engineer.

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE
WATER RIGHTS SECTION

SAN FRANCISCO, CALIF.
601 Sheldon Building

September 17, 1942.

AIR MAIL

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to my airmail memorandum of yesterday with which was enclosed a proposed form of option to be taken from Mrs. Littleton in contemplation of acquisition by the Government of the property known as Rosemary Inn.

It has just come to our attention that, in connection with the water right which we added in the description of the property upon the option, the Rosemary Inn maintains a pipe line diverting water from Barnes Creek for which a right of way was issued originally by the Forest Service and recommended for correction and reissuance by the Park Service as a part of Hydraulic Engineer A. van V. Dunn's General Report Upon Olympic Peninsula Water Rights dated October 12, 1940, page 22.

It is obvious that the pipe line permit issued by the Government was intended to cover construction to a point approximately on the boundary line of the private property south of a portion of the Rosemary Inn holdings at a point a short distance east and south of the southeast corner of Lot 6, Section 26, Township 30 North, Range 9 West, W. M. No mention was made in the information supplied by the Clallam County Abstract Company of the existence of any right of way in favor of Rosemary Inn across the property south of the Olympic Highway in either Lot 1 of Aldwells Lake Crescent Sites Subdivision or Government Lot 6 of said Section 26. Obviously the pipe line crosses this other private property as well as the State Highway, and it must do so under some form of existing easement. We should acquire that easement at the same time we acquire the Rosemary Inn property in order that we will have a valid right to serve the property with water. In addition,

we should acquire the pipe line itself which I did not specifically refer to in my option, but I now suggest that you include it in the description in the option by referring to the right of way and the pipe line.

Probably this will necessitate a further interview by you either with Mrs. Littleton's attorney or the Abstract Company to secure a description of the pipe line easement as it crosses the private lands above referred to (we believe that the private lands crossed are probably those of the Crescent Tavern).

(SGD.) JOSEPH E. TAYLOR
Land Acquisition Coordinator.

cc: Director.
Region Four.

09-16-1942: memorandum to olympic national park from land acquisition coordinator regarding rosemary inn

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

601 Sheldon Building

AIR MAIL

September 16, 1942.

MEMORANDUM for the Superintendent,
Olympic National Park.

Reference is made to your memorandum for the Regional Director of September 11 with which you enclosed a letter from the Clallam County Abstract Company relating to the Rose E. Littleton property (Rosemary Inn).

I am enclosing herewith a form of option suggested for completion in your office and thereafter for execution by Mrs. Littleton if she is the sole owner of the property.

I have incorporated into the draft of the option the descriptionas given in the letter from the Clallam County Abstract Company dated August 31, with the exception that I have added the approximate acreage following the description of each parcel. An attempt by us to run out these descriptions for the purpose of computing the acreage led to an uncertainty as to location of the various parcels. In other words, it appears simply from the description as compared to the plats on file that Parcel E may be either a duplication of a portion of Parcel D or that there may be a gap between Parcels E and D. We shall prepare a map presenting the various possible locations, and in the meantime we suggest that you advise whether corners are in place. It may be that a check survey will be advisable later on, but we do not suggest that at the present time.

A computation of acreage made by us indicates a total acreage of 12.49. This may be greater or less than the actual acreage, but for the purposes of the option I have rounded off the acreage of each parcel and added the phrase "more or less".

It will be noted in our draft of the form of option that we have incorporated into the description the reservations specified in items 2, 4, and 5 contained in the Abstract Company's letter. In my opinion, the reservation recited as item 1 is much too broad

for incorporation in the option and probably refers only to patent reservations anyway which we have covered by general language. Item 3 appears upon its face merely to be a reservation to the State of Washington of its power to condemn, which is unnecessary insofar as Mrs. Littleton's ownership is concerned and should not appear as a specific reservation to the title being acquired by the Government.

Not having a full abstract of title certificate at this time, it is considered that in the circumstances it would be advisable to secure Mrs. Littleton's execution of the enclosed form of option for submission to the Secretary after a change in outline of work for the Public Works Project has been approved. As soon as the change in outline of work or amendment of the project has been approved and authority has been received by you, you can proceed to secure more satisfactory evidence of title through advertising for title certificates. Thereafter if the title certificate secured discloses encumbrances not provided for in the option or discloses the elimination of certain encumbrances which are provided for in the option, an amended option could be taken.

I am returning the original letter from the Clallam County Abstract Company dated August 31, 1942, since we have made copies for our use and the uses of the Director and the Regional Director. Your attention is directed to the reservations numbered 4 and 5 in this letter. We have provided for these reservations in the option, but before you make any recommendation to the Director it is suggested that you determine what those rights of way are and the purpose for which they are designed. In other words, just as in the case of exception No. 2, you are going to have to make an administrative determination that the easements in 4 and 5 are found administratively to constitute no diminution in the value of the land and that their existence will not interfere with the proper administration of the area once it is incorporated in the park. There is greater necessity for administrative clearance with respect to items 4 and 5 than there is with respect to item No. 2 for the reason that a statute of the State of Washington grants authority for conveyance of the State's mineral rights in shore lands when the upland property is acquired by the Federal Government. As a part of the Olympic Acquisition we encountered little difficulty in securing the State's consent to make such grants through the Land Commissioner.

You will note in the suggested draft of option forwarded herewith that I have named a period of six months within which the

Secretary might accept, and I have provided for delivery of possession of the premises within thirty days after payment. During the course of negotiations with the owner you may find that you will be required to modify those figures, but I suggest that you secure as long a term as possible for acceptance. You will also note that I have left the consideration blank, not knowing whether the exact sum of $20,000 has been agreed upon.

In view of your statement that Mrs. Littleton is becoming quite feeble (and I assume you refer to her physical rather than her mental condition), I would suggest that the option be acknowledged before a notary public to provide for recordation if such proves advisable in the future.

I suggest that the option be signed in triplicate and that the three signed copies, together with two extra copies, be forwarded to the Director, and that you furnish this office with a copy as well as retain one for your files. Among the supplies transferred from my Seattle office to your office are a large number of blank option forms which you can use in preparing the requisite number of copies.

Land Acquisition Coordinator.

Enclosure 2122014.

cc: Director) with copy of option and copy
Region Four) of letter of 8/31/42 from
Clallam County Abstract Company.

09-15-1942: memorandum to regional attorney from hydraulic engineer regarding rosemary inn: parcel a-e

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

WATER RIGHTS SECTION

SAN FRANCISCO, CALIF.

601 Sheldon Building

September 15, 1942.

MEMORANDUM for Regional Attorney Joseph E. Taylor:

Reference is made to the letter of August 31 from the Manager of the Clallam County Abstract County regarding the land of Rose E. Littleton.

I have only scaled Parcel B because of uncertainty as to the bearing of the State Highway, but feel the following is a very close value of the area involved:

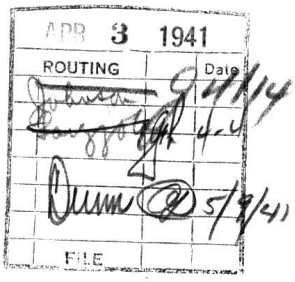
Parcel A.....	3.02 acres
Parcel B.....	1.54 acres
Parcel C.....	4.95 acres
Parcel D.....	2.76 acres
Parcel E.....	0.22 acres
Total	12.49 acres

However, so far as I can determine Parcel E is a duplication of part of Parcel D, being a strip 20.19 feet wide on the south side of Parcel D. I wonder if that area should not really be deducted from Parcel D as a reservation for a road or lane.

Your attention is also called to page 22 of my "General Aspects of Olympic Peninsula Water Rights and Their Relation To Olympic National Park," where I offer more data on water rights and pipe line rights of way on the tracts.

(SGD.) A VAN V. DUNN

Hydraulic Engineer.



5516 Stuart Building
Seattle, Washington
April 1, 1941

Paul Coughlin, Esq.,
535 Central Building,
Seattle, Washington.

Dear Mr. Coughlin:

Reference is made to our telephone conversation of today concerning the acquisition of the Sarah McAdam Hyde property, designated as parcel O-6, and more specifically described as Subdivision Lot 2, Barnes Cove, Lot 33, Sec. 35, Twp. 30 N., Range 9 West.

For your information, Mrs. Hyde as apparently secured a water right for use upon her property by virtue of an appropriation under Permit No. 1159, from the State Supervisor of Hydraulics, to which has been assigned Certificate No. 820, for domestic purposes, with a priority of June 26, 1928.

We hope that this identification of Mrs. Hyde's water right will permit of a specific reference to it in the deed conveying her property to the United States.

Sincerely yours,

(SGD.) JOSEPH E. TAYLOR

Joseph E. Taylor,
Land Acquisition Coordinator

cc: Director
Mr. Johnson, c/o R-IV
Mr. Macy

5516 Stuart Building
Seattle, Washington
March 3, 1941

MEMORANDUM for Hydraulic Engineer A. van V. Dunn:

Reference is made to your report entitled "General Aspects of Olympic Peninsula Water Rights and Their Relation to Olympic National Park" transmitted with your memorandum of January 28, 1941.

While I have not attempted a detailed review of this report, I find that there is certain information in my possession which may be of use to you in further consideration of the Olympic Park water rights matters.

On Page 21 of that report you refer to the systems furnishing water to the Piedmont sub-division. Negotiations handled in this office with the J. P. Fitzgeralds indicate that in connection with their operation of a cabin development at Piedmont, they own jointly with one other owner an 18-acre tract upon which the spring rises. This latter property was acquired, they have advised, solely for water supply and their development is furnished with water from this spring. I am not sure, but, if you are interested at this time, I may be able to secure the descriptions of the land involved, although I doubt if any traverse of the pipe line between their two tracts is available.

On Page 22, you enter into a discussion relating to the Lake Crescent Tavern water system. Lake Crescent Tavern is owned by Mrs. Bessie C. Bovee and mortgaged to the Seattle Trust & Savings Bank. There is some information given in the title certificate on tract C-5 (in the name of Seattle Trust & Savings Bank) relating to the rights of way for pipe lines and the water rights used in this property. Mr. Johnson has a copy of this title certificate and this information appears in Schedule B of the preliminary title certificate dated June 8, 1940.

On Page 23 you refer to certificate No. 820 to Sarah "McAttyde". For your information, the property of Mrs. Sarah McA. Hyde is being acquired by the Government under an option dated August 15, 1940. The land described is Lot 33, Barnes Cove on Lake Crescent, according to the plat thereof, recorded in volume 4 of plats, page 19, records of said county. This property lies in Section 35, and contains 5.57 acres. The option includes all water rights.

cc: Director
R-IV
Mr. Macy
NPGJ-S

Joseph E. Taylor,
Regional Attorney.

Copy 1 REC'D OCT 21 1939

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON

October 7, 1939.

Memorandum for Superintendent Macy,
Olympic National Park:

I regret that answer to your memorandum of August 22 about the possibility of purchasing Rosemary Inn on Lake Crescent has been delayed, but a serious study has been given to the matter of purchasing this property and the source of funds for the purchase.

There is a bare possibility that Public Works funds might be allotted for this on the recommendation of the Secretary, provided we could have some additional information. In the first place, it would be necessary to show, if Public Works funds are to be allotted, that part of the sum allotted would be for the purchase of the property and part would be for construction and development on the property. While there is no fixed rule about this, it would seem that the two divisions should be about 50/50, or at least the purchase price should not be more than 60 per cent as against 40 per cent for the development work.

It would also be helpful if we had an indication of the amount of revenue that might accrue to the National Park Service by letting the property out to a concessioner. To arrive at this, it would be necessary to learn the total gross income of the Inn under present management and whether, say, 4 per cent of this gross might well come to the United States as revenues.

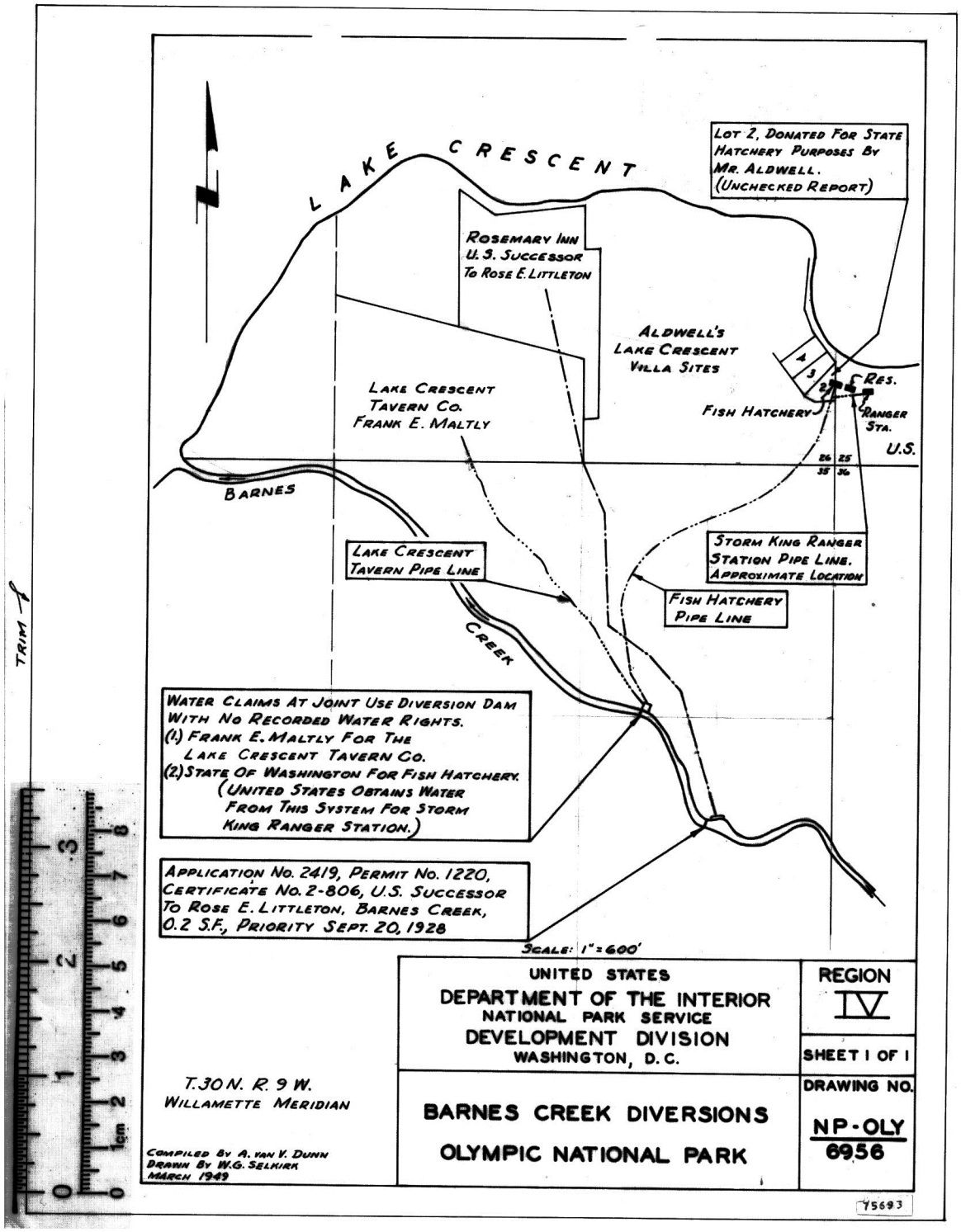
Please let us have information on these questions as well as other points which will enable us to prepare an argument for the purchase of this property and development from Public Works funds.

We have just received Acting Superintendent Overly's memorandum of September 30 about the operation of the Crescent Logging Company on private land along the Soleduck River. Is this near Lake Crescent and would this logging affect in any way the value of the Rosemary Inn property?

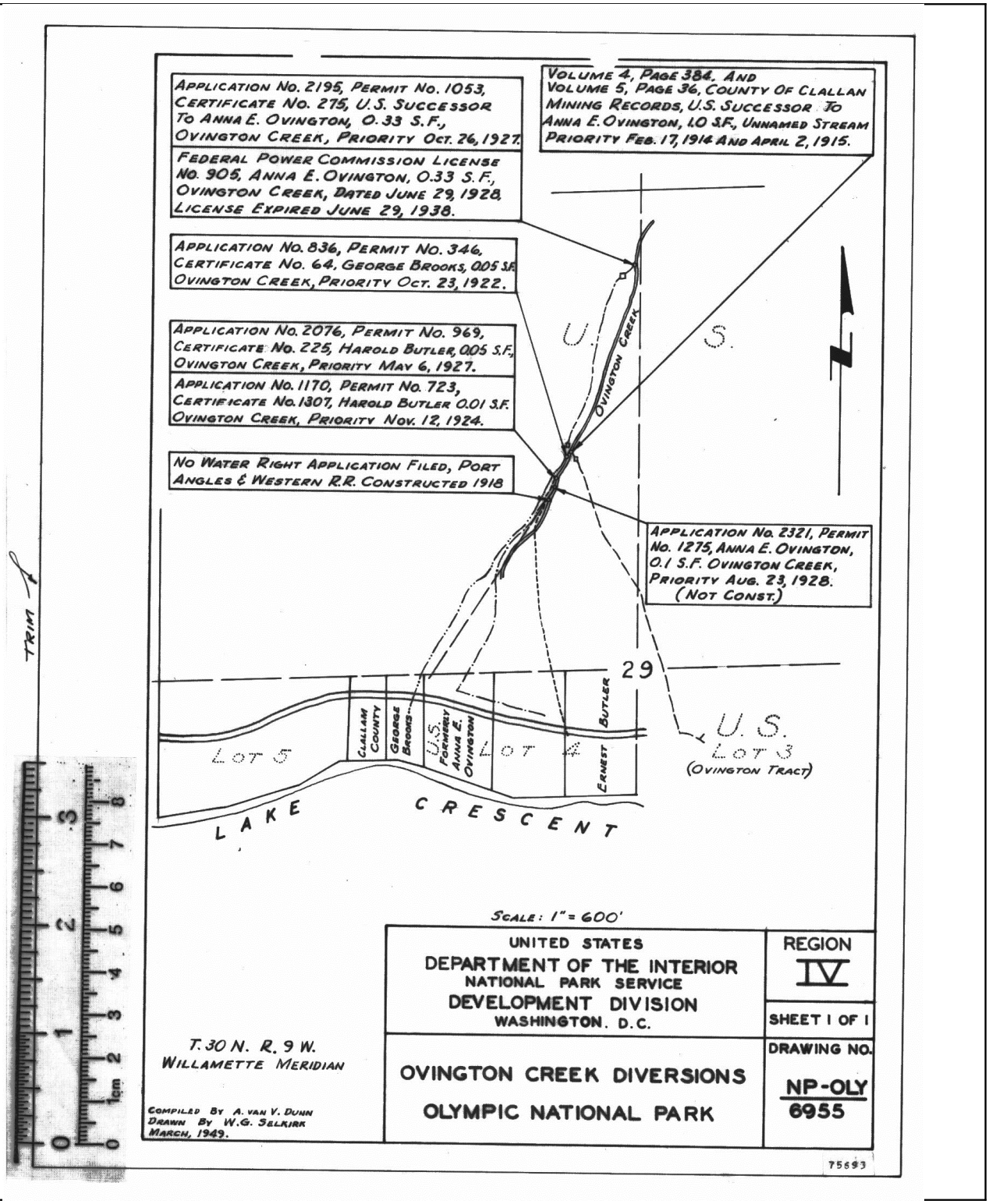
(Sgd) J. R. White

Acting Associate Director

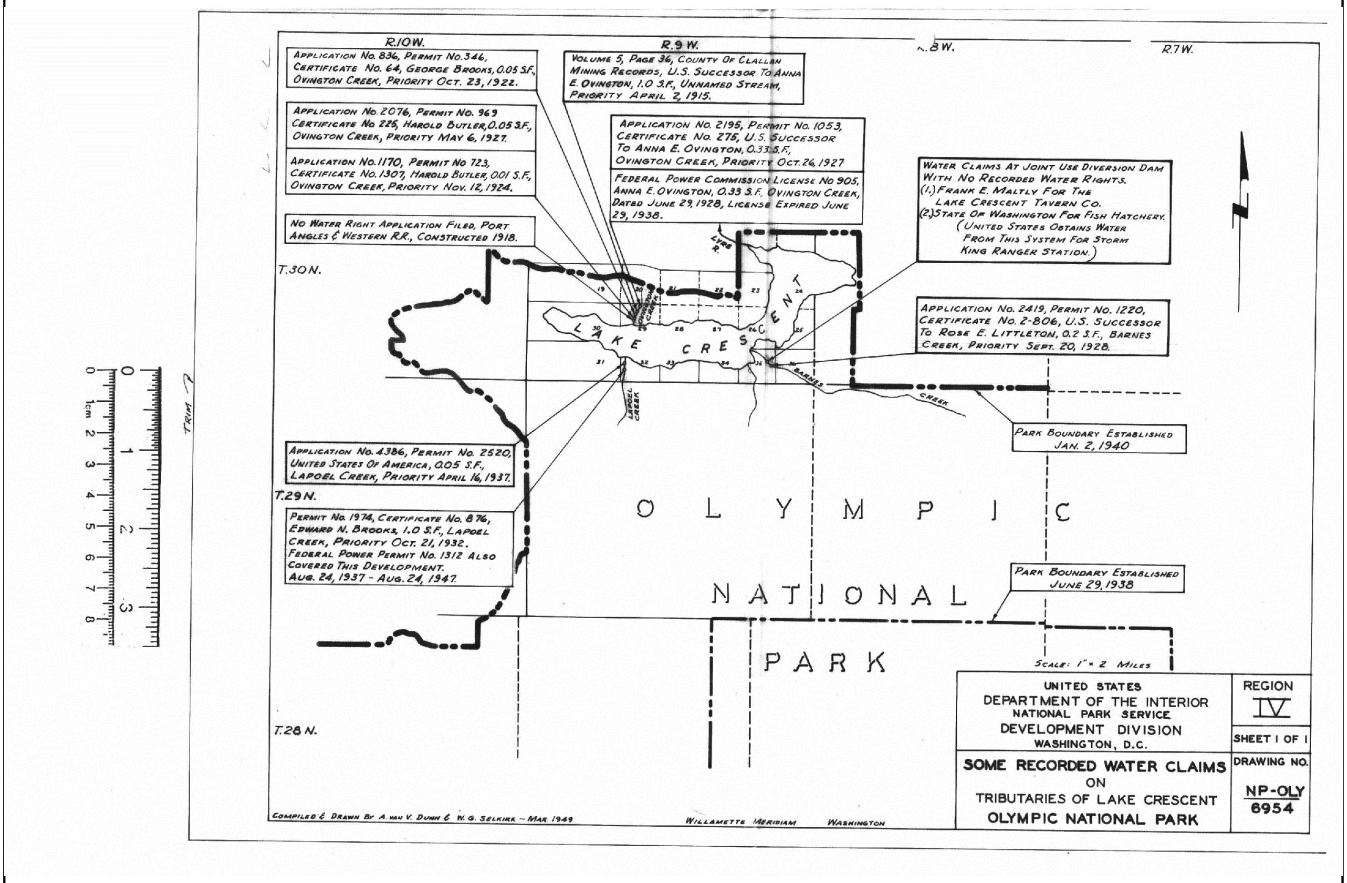
cc: Region IV


LAKE CRESCENT
LOT 2, DONATED FOR STATE HATCHERY PURPOSES BY MR. ALDWELL. (UNCHECKED REPORT)
ROSEMARY INN U. S. SUCCESSOR TO ROSE E. LITTLETON
ALDWELL'S LAKE CRESCENT VILLA SITES
LAKE CRESCENT TAVERN CO. FRANK E. MALTLY
RES.
FISH HATCHERY
RANGER STA.
U.S.
BARNES
LAKE CRESCENT TAVERN PIPE LINE
STORM KING RANGER STATION PIPE LINE. APPROXIMATE LOCATION
FISH HATCHERY PIPE LINE
CREEK
WATER CLAIMS AT JOINT USE DIVERSION DAM WITH NO RECORDED WATER RIGHTS.
(1.) FRANK E. MALTLY FOR THE LAKE CRESCENT TAVERN CO.
(2.) STATE OF WASHINGTON FOR FISH HATCHERY. (UNITED STATES OBTAINS WATER FROM THIS SYSTEM FOR STORM KING RANGER STATION.)
APPLICATION No. 2419, PERMIT No. 1220, CERTIFICATE No. 2-806, U.S. SUCCESSOR TO ROSE E. LITTLETON, BARNES CREEK, 0.2 S.F., PRIORITY SEPT. 20, 1928
SCALE: 1" = 600'
TRIM
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DEVELOPMENT DIVISION
WASHINGTON, D. C.
REGION IV
SHEET 1 OF 1
DRAWING NO.
NP-OLY 6956
T. 30 N. R. 9 W.
WILLAMETTE MERIDIAN
BARNES CREEK DIVERSIONS
OLYMPIC NATIONAL PARK
COMPILED BY A. VAN V. DUNN
DRAWN BY W.G. SELKIRK
MARCH 1949
75693

00-00-0000: drawing no. np-oly # 6955



00-00-0000: drawing no. np-oly # 6954



Docket Information

Number of Documents in Docket 224

Documents Dated from 10/23/1916 to 8/19/1955

Docket Compiled: 6/3/2016