



WATER-RIGHT DOCKET

San Juan Island National Historical Park

Docket No: 2

WELLS #1,2, AND 4, HISTORIC GARDEN

Preliminary Docket Information

05-23-1996: notes to the file

NOTES TO THE FILE SAJH 002

May 23, 1996

SAJH Docket 002 contains documentation pertaining to the water supply for the historic garden at English Camp. Based upon inventory data prepared by Bill Werrell of the Water Operations Branch in 1994, Wells 1, 2, and 4 are or have been used for irrigation of the historic garden and for fire suppression. Well 1 is a historic well currently in use, Well 2 has been used in the past and can be considered an alternate source, and Well 4 is also used for irrigation of the historic garden and fire protection.

Because the water rights status of the wells is unclear, an application for a new water right should be considered.

Documentation should also be compiled which relates to the possibility of a commercial exempt right and a vested right predating the new filing. Thus, in the event that a water rights conflict arises involving out-of-park uses senior to the NPS's new right, but junior to an exempt or vested right, the NPS might have some means of protecting the water supply. This, in addition to the documentation of the new right, should be contained in the water rights docket or dockets.

In addition to the poor copy of a deed for tract 01-101, the "Crook" property, a deed for tract 01-106, Deed 1, State of Washington, should be obtained for this docket.

Alice Johns
Hydrologist
Water Rights Branch
Water Resources Division
National Park Service

SW/4 CORNER PORTION OF THE NW/4 OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 6 EAST, U.M., LYING NORTHEASTWARDLY OF THE SOUTHWEST CORNER OF THE COUNTY ROAD AND NORTHEASTWARDLY OF A LINE DESCRIBED AS FOLLOWS:

beginning at the quarter corner common to Sections 23 and 24, said Township and Range; thence southerly along the section line common to Sections 23 and 24 for 290 feet to the true point of beginning of the line to be described; thence S 72° 46' E, 1151 feet to the corner of the county road and the township of said line.

ALCO Government Lot 1, Section 25, Township 36 North,
Range 4 West, N.M., EXCEPT that portion thereof lying
north and west of a line described as follows:

beginning at the southeast corner of said Government Lot 1; thence northeasterly at an angle of 45° with the west line of said Government Lot 1, 1547' - 00"; thence southeasterly to a point on the east line of said Government Lot 1 at a point 40 feet north of the northern corner of said Government Lot 1;

The NW1/4 of section 25, Township 36 North, Range 4 East, N.B., SHOWS the north 40 feet thereof; SHOWS east portion thereof lying within the county road; and SHOWS that portion thereof described as follows:

San Jose Island National Monument, Puerto
Rico No. 101 - English and Spanish

SAN JUAN N - 1

[illegible]

Document: lat 15, Bureau 17, Bureau 18
Date: 1960-1961
Author: [illegible]
Title: [illegible]

beginning at the quarter section corner
Sections 15 and 20, T4S, R10E, S12E, and
thence generally along the line between the
Government lands 15 and 19 Sec. 20, T4S, R10E,
to that point of beginning at the corner of
Said 20th and 21st of Township 4S, Range 10E,
Section 20 to the line corner to Township 4S,
15 and 19 Sec. 20, T4S, Range 10E, S. 12E,
10th E. Survey, Range 10E, S. 12E, 10th E. Survey,
S. 12E, E. 10th Survey, Range 10E, S. 12E, 10th
E. Survey, to the north along the beach, the
point being 200 feet west of the mark, the
line would be between Sec. 20, Range 10E,
S. 12E, 10th Survey, S. 12E, 10th Survey,
S. 12E, E. 10th Survey, to the line corner to Township
4S, 15 and 19 Sec. 20, T4S, Range 10E, S. 12E,
10th E. Survey, to the north of the line.

ALSO West portion of the SW of Section 22, Township 22 North, Range 4 West, T42N, lying southeasterly of the boundary of the county and northeasterly of a line described as follows:

beginning of the quarter corner corner to
Sections 25 and 26, and Township and Range
thence easterly along the center line corner
to Sections 25 and 26 for 100 feet to the east
point of beginning of the line to be described
thence S 72° 00' E, 1165 feet to the corner of
the survey east and the corner of said line.

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DATE 08-01-2001 BY 60322 UCBAW

beginning at the southwest corner of said Government Lot 1; thence southeasterly on an angle of 46° with the west line of Government Lot 1, 1847-48; thence southeasterly to a point on the east line of said Government Lot 1 at a point 10 feet south of the boundary. corner of said Government Lot 1.

The MEANS of section 23, Township 26 North, Range 4 West,
N.W., START 4m north 10 feet throat; 25 feet east section
throat lying within the county road and END 10m
portion thereof described as follows:

beginning at the southeast corner of said
 Parcel, thence north along the east line of
 said Parcel, 40 feet thence east 20 feet
 to the east boundary of the county, thence
 thence southerly along said east boundary of
 the county and 20 feet, thence the west

D-4

GRANTOR

Know all men by these presents that I, George H. Bunch, Jr., of the County of Santa Clara, State of California, do hereby certify that the within and foregoing is a true and correct copy of the original as the same now stands.

Know all men by these presents that I, George H. Bunch, Jr., of the County of Santa Clara, State of California, do hereby certify that the within and foregoing is a true and correct copy of the original as the same now stands.

The tract of land herein above described containing 13.75 acres, more or less, situated in the County of Santa Clara, State of California, and the right to use and occupy said premises and the same during the term of her natural life subject to the following conditions:

1. The reserved right of occupancy shall be confined to the portion of the above described property consisting of approximately 5 acres of land with the existing residence and appurtenant outbuildings located on Government Lot 13, Sec. 34, T20N, R2E, S12E, 1/4th of the NW 1/4, bounded by an old well: said house consists of the building, bay trees and southeast of the house, wooded ridge (including the Grand garden plot), and shall be used solely for residential purposes of the grantor.

2. The Grantor shall not sell, assign, or make any other attempt to alienate the estate set forth herein. Should such attempt, said estate shall inure to the benefit of the United States, unless consent for such act shall have been given in writing by the Director, National Park Service.

3. The Grantor shall during said term and throughout keep all structures and improvements in as good repair as they are now in, and shall not suffer or permit to be made, any of said lands, any improvements placed upon the land by the Grantor after delivery of this agreement may be removed by her executor or assigns within one (1) year after the death of the Grantor, and if not so removed, shall become the property of the United States without any additional reimbursement therefor.

4. The Grantor shall use ordinary care, upon her part, to prevent fires from originating upon the premises, and the giving of notice to the Superintendent, San Juan Island National Historical Park, of the occurrence of any such fire.

5. During the term of occupancy, the Grantor shall carry fire and extended coverage insurance to the full insurable value of the improvements (if insurable and required by the Superintendent, San Juan Island National Historical Park). The insured under said fire and extended coverage insurance shall be the Grantor and the United States of America as their interests may appear.

6. The Grantor hereby agrees to use said lands and improvements in a manner consistent with the policies governing the National Park Service and the applicable rules and regulations thereof.

7. The Grantor may at any time convey her right to use and occupy the premises aforesaid to the United States of America and upon so doing, all of her rights and obligations pertaining to said occupancy shall cease.

8. Grantor shall retain all of the beneficial use and enjoyment of all water rights belonging to and appurtenant to the premises during the term of the reserved life estate and in connection therewith shall retain the right to use and maintain all land, ponds, stream channels, ditches, culverts, ditches and similar structures for the same purposes and to the same extent as presently used.

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ALL the right of Section 15, Township 15 North, Range 6 North, T.15N., R.6N., which said portion is now being used as a county road.

That said portion of Section 15, Township 15 North, Range 6 North, T.15N., R.6N., which is now being used as a county road, is and was at all times a part of the land owned by the United States of America, and is now being used as a county road.

The grant of this land is made subject to the following conditions, to-wit: That the grantee shall, during the term of the grant, use and occupy the land in accordance with the following conditions:

a. The reserved right of easement shall be granted to the portion of the above described property consisting of approximately 1/2 acre of land with the existing easement and appurtenant rights, located in Government Lot 15, Sec. 15, T.15N., R.6N., Township 15 North, Range 6 North, which is now being used as a county road, and shall be used as a county road, and shall be used as a county road, and shall be used as a county road.

b. The Grantee shall not sell, lease, or otherwise dispose of the land to anyone other than the United States of America, and shall not convey the land to anyone other than the United States of America, and shall not convey the land to anyone other than the United States of America, and shall not convey the land to anyone other than the United States of America.

c. The Grantee shall during said use and occupancy, keep all structures and improvements on the land in good repair and shall not suffer or permit same to decay, nor of said land, and shall not place upon the land any structure or improvement which shall be removed by the Grantee or anyone within one (1) year after the death of the Grantee, and if not so removed, shall become the property of the United States without any additional reimbursement therefor.

d. The Grantee shall use ordinary care, upon her part, to prevent fire from originating upon the premises, and the giving of notice to the Superintendent, San Juan Island National Historical Park, of the existence of any such fire.

e. During the term of occupancy, the Grantee shall carry fire and extended coverage insurance to the full insurable value of the improvements; (if insurable and required by the Superintendent, San Juan Island National Historical Park). The insured under said fire and extended coverage insurance shall be the Grantee and the United States of America as their interests may appear.

f. The Grantee hereby agrees to use said lands and improvements in a manner consistent with the policies governing the National Park Service and the applicable rules and regulations thereof.

g. The Grantee may at any time convey her right to use and occupy the premises aforesaid to the United States of America and upon so doing, all of her rights and obligations pertaining to said occupancy shall cease.

h. Grantee shall retain all of the beneficial use and ownership of all water rights belonging to and appurtenant to the property during the term of the reserved life estate and in connection therewith shall retain the right to use and maintain all land drains, stream diversions, ditches, culverts, ditches and similar structures for the same purposes and to the same extent as presently used.

Subject to existing easements for public roads and highways, public utilities, railroads, pipelines, and to the rights of the United States and third persons, if any, under reservations and exceptions contained in the patents from the United States of America.

The GRANTOR further releases, releases, and forever quitclaims to the United States of America and its assigns all right, title, and interest which the GRANTOR may have in the tide lands, banks, beds, (whether formed through accretion or avulsion), and water of any lake or stream bordering, passing through or lying within the boundary of the land to be conveyed and also all interest in alleys, roads, streets, ways, strips, groves, or railroad rights-of-way abutting or adjoining the land and in any means of ingress or egress appurtenant thereto.

The land is being acquired for the Department of the Interior, National Park Service.

Dated this 2nd day of June, 1968.

STATE OF WASHINGTON,)
County of San Juan,)

(INDIVIDUAL ACKNOWLEDGMENT)

I, David W. May, Notary Public in and for the

State of Washington, do hereby certify that on this 2nd day of June, 1968, personally appeared before me MICHA J. JENSEN, an unmarried woman, individually and as executrix of the Estate of James Crook, deceased, to me known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

David W. May
Notary Public in and for the State
of Washington, residing at Friday
Harbor.

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AMOUNT PAID \$ 0.00

JUN 3 1968

Chas. H. Christensen
COUNTY TREASURER

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Subject to existing easements for public roads and highways, public utilities, railroads, pipelines, and to the rights of the United States and third persons, if any, under reservations and exceptions contained in the patents from the United States of America.

The GRANTOR further releases, releases, and forever quitclaims to the United States of America and its assigns all right, title, and interest which the GRANTOR may have in the tide lands, banks, bays, wharves, docks, through accretion or avulsion, and water of any lake or stream bordering, passing through or lying within the boundary of the land to be conveyed and also all interest in claims, roads, streets, ways, strips, gates, or railroad rights-of-way abutting or adjoining the land and in any means of ingress or egress appurtenant thereto.

The land is being acquired for the Department of the Interior, National Park Service.

Dated this 2nd day of June, 1968

Wanda Anderson

STATE OF WASHINGTON,)
County of San Juan,) ss.

(INDIVIDUAL ACKNOWLEDGMENT)

I, David W. May, Notary Public in and for the

State of Washington, do hereby certify that on this 2nd day of June, 1968, personally appeared before me WANDA ANDERSON, an unmarried woman, individually and as executrix of the Estate of James O'Connell, deceased, as we known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

David W. May
Notary Public in and for the State of Washington, residing at Friday Harbor.

SAN JUAN COUNTY WASH.
REAL ESTATE TAX
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Chas. M. Christensen
COUNTY TREASURER

State of the Attorney General
Washington, D. C. 20540

August 2, 1968

Stewart L. Hall
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A re-vestigation has been made of the title data to 1700 acres of land, more or less, Trust No. Juan P. de Sotomayor Historical Park, subject to the Commission. This land was conveyed to the State of America under the provisions of legislation by, Thomas Anderson, an unmarried widow, and an Executive of the State of Alaska, under deed dated June 1, 1968, recorded June 1, 1968, and recorded among the records of the State of Alaska in Volume 50 of Book 80 page 11-45-1155-2.

The 1700 acres described in the aforesaid deed, after consideration of \$115,000.00.

The title insurance policy, No. 21-1000, dated June 20, 1968, and Amendment thereto, dated June 4, 1968, issued by Security Title Insurance Company is satisfactory.

The title insurance policy, recorded deed and the 1700 acres will title to be vested in the State of America, subject to:

1. Allowing easements for public use and highways, rights of way for railroads, pipelines, public utilities, including easement to Great Bear and its Company, referred to as

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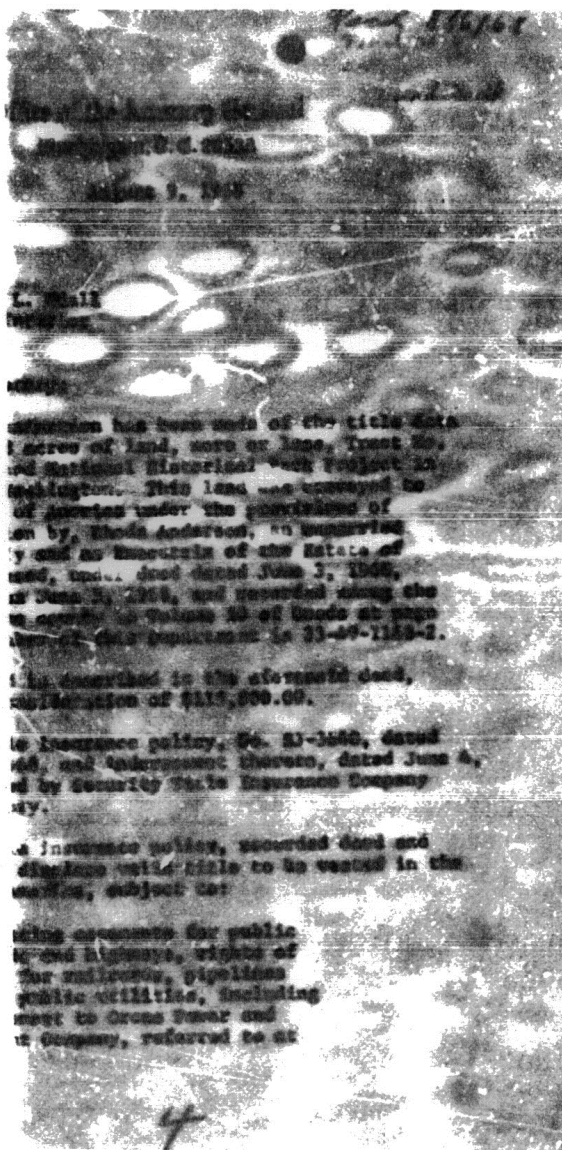
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Docket Information

Number of Documents in Docket 9
Documents Dated from 6/3/1968 to 5/23/1996
Docket Compiled: 6/9/2016