WATER-RIGHT DOCKET

Rocky Mountain National Park

Docket No: 4

BEAVER CREEK, SPRINGS ON BANK

Preliminary Docket Information

00-00-0000: Water Right Docket Information

WATER DOCKET INFORMATION

AREA ROCKY MOUNTAIN N P

DOCKET NO. 4

APPLICATION NO. Amendments of Filings 14823 and 15370 16549 Decree - See Deed 63

PERMIT NO.

CERTIFICATE NO.

TITLE OF DOCKET HONDIUS-BEAVER PIPELINE

PRIORITY 9/1/1906

REMARKS:

WATER RIGHT RECORD

Park: ROMO

Docket Number:

IDENTIFICATION NO: ROMO, S, 3 0 0 5 7 3, A F 0 4, Federal #4

DITCH/WATER SYSTEM: Hondius-Beaver Pipeline

SOURCE OF SUPPLY: Beaver Creek, a tributary of Big Thompson river and springs on the bank of Beaver Creek.

LOCATION: Sec.30, T5N, R73W, 6th P.M. Whence east ¼ corner of Sect. 30 bears south 75°31' east 2780 feet.

WATER RIGHT:

Appropriator: Pieter Hondius

Application/Permit Number: Amended filing #16549, April 13, 1939, to #15370 of December 2, 1930 and #14283 of November 13, 1925.

Certificate Record Number:

Date of Priority: Domestic #12) September 1, 1906.
Ditch pipeline #13)

Quantity of Water: 0.33. c.f.s.

Purpose: Domestic, fire and industrial purpose

Irrigated Land Description:

SUMMARY OF STATUS: Supplies High Drive users, Special Use Permit to Wm. F. Grove.

The full carrying capacity of pipe line system is 0.33 c.f.s.. The capacities of the headgates are as follows:
#1, 0.420 c.f.s.
#2, 0.114 c.f.s.
#3, 0.076 c.f.s.
#4, 0.015 c.f.s.
#5, 0.267 c.f.s.
#6, 0.016 c.f.s.

Feb 24 1958

ROCKY MOUNTAIN
Docket 4
Index

A. ASSIGNMENT OF TITLE

1. Map of the Hondius Pipeline and Adjoining Subdivisions
2. Map - Water Right Filing 14283
3. Map - Water Right Filing 15370
4. Agreement of Dec. 2, 1910, between Hondius, Sinclair and Blackmar (7 pages)
5. Contract of November 3, 1921, between Hondius and O. P. Low (4 pages)
6. Supplemental agreement of Nov. 4, 1931, between Hondius and O. P. Low (2 pages)
7. Copy of contract form for water service used by Hondius until 1932.
8. Special Use Permit of Feb. 23, 1932, to Peter Hondius from N.P.S.
9. Copy of Deed 21-C.
10. Copy of Deed 24
11. Dunn's memo of March 24, 1952, to cross reference deeds
12. Memo of Feb. 4, 1939, to Director from Acting Superintendent McLaughlin
13. Entry 16 (from Abstract with Deed to tract 1000 from Mrs. Hondius to U.S., being copy of recorded deed to part interest in Hondius-Beaver Pipe of Aug. 8, 1945, to John M. Carmack from Mrs. Hondius.
14. Copy of recorded deed from Carmack to Wm. F. Grove (Superintendent should supply copies)
15. Quit claim deed of Sept. 12, 1957, to U.S. from Wm. F. Grove (to be supplied when accepted)

B. ADJUDICATION OF WATER RIGHTS

1. Filing 16549 by U.S.-Drawing 6983 (Sheets 5 & 6 of 6)
2. Profile & Capacity Study-Drawing 6983 (Sheet 4 of 6)
3. Statement of Claim as filed with Court (5 pages)
4. Decreed domestic priority 12; ditch-pipeline no. 13 (pages 135 & 139)

C. ALIEN INTERESTS

1. Special Use Permit to Peter Hondius of Feb. 23, 1932 (same as A-8)
2. Letter of Nov. 3, 1941, to Senator Adams from Mrs. Hondius.
3. Notice to Supt. Doerr of May 1, 1945, from Mrs. Hondius, advising that she has assigned her pipeline interests to John Carmack.
4. Copy of Special Use Permit to John Carmack (Supt. should supply copies)
5. Notice of July 21, 1947, of assignment of interest from John Carmack to Wm. F. Grove.
6. Special Use Permit of 1947 to Wm. F. Grove (Superintendent should supply copies)
7. Special Use Permit I-35up-303 of Feb. 7, 1952, to Grove.
8. Special Use Permit 14-10-235-275 of May 15, 1956, to Grove.

For general conditions relating to adjudication and decree, see Rocky Mountain Docket 13.

Docket No. 4

MAY 8 1957

HOWDIUS - BEAVER PIPE LINES

Pipe Line No. 13, Water District No. 4.

USE

Domestic. Supplies water to 14 private land owners within the National Park and approximately 150 connections outside the park boundaries, all in the High Drive Area.

HEADGATES

Points of Diversion, all in Township 5 North, Range 73 West.

1. On South bank of Beaver Creek whence the East Quarter Corner of Section 30, bears South 75° 31' East 2780 feet. A

2. From Spring No. 1, South of Beaver Creek at a point whence the North Quarter Corner of Section 30 bears North 8° 25' West 2641 feet. B

3. From Spring No. 2, North of Beaver Creek at a point whence the East Quarter Corner of Section 29 bears North 81° 23' East 1337 feet. A

4. From Spring No. 3, North of Beaver Creek at a point whence the West Quarter Corner of Section 28 bears South 55° 45' West 369 feet. A

5. From Spring No. 4, on Bank Creek at a point whence the East Quarter Corner of Section 28 bears South 16° 04' East 845 feet. B

All through two parallel main pipe lines 2 inches in diameter.

PRIORITY

Domestic Priority No. 12, Water District No. 4, as of September 1, 1906, in accordance with Decree of District Court on November 14, 1939.

AMOUNT OF DECREE

0.33 cubic feet of water per second of time from different points of diversion as follows: (1) 0.420 cubic feet; (2) 0.114 cubic feet; (3) 0.076 cubic feet; (4) 0.015 cubic feet; (5) 0.267 cubic feet; but not to exceed 0.33 cubic feet of water per second at any one time.

OWNERSHIP and OPERATION

Acquired by purchase from Howdius. Adjudicated by United States. By SPECIAL USE PERMIT to William F. Grove, January 1, 1952.

MAPS

Filing No. 16549 by the United States, accepted by State Engineer of Colorado on April 13, 1939.

Filing No. 15370, an amended claim by Pieter Howdius, accepted by State Engineer of Colorado on December 2, 1930.

Filing No. 14283 by Pieter Howdius, accepted by State Engineer of Colorado on November 13, 1925.

Central Ranger District. Beaver Meadows - High Drive Area

Quantity?
Total not to exceed
0.33 cfs!
Appropriation or purchase?
Adjudicated in the
name of the U.S.

DOCKET INFORMATION SHEET

Docket Identity	ROMO R 30 05 73 A F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HOMIDUS BEAVER PIPELINE
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 30
Acquired by	APPROPRIATION
Application	14283, 11-13-1925, 15370, 12-2-1930, 16549, 4-13-39
Permit	
Certificate	
Priority	SEPTEMBER 11 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	SURFACE WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: Docket Information Sheet, cont

DOCKET INFORMATION SHEET

Docket Identity	ROMO G 30 05 73 B F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 1
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 30
Acquired by	APPROPRIATION
Application	14283, 11-3-1925, 15370, 12-2-1930, 16549, 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: Docket Information Sheet

DOCKET INFORMATION SHEET

Docket Identity	ROMO S 29 05 73 A F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 2
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 29
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: Docket Information Sheet

DOCKET INFORMATION SHEET

Docket Identity	ROMO S 28 05 73 A F 0.4
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRING NO 3
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 28
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: Docket Information Sheet

DOCKET INFORMATION SHEET

Docket Identity	ROMO S 28 05 73 3 F 04
Region	ROCKY MOUNTAIN
Area	ROCKY MOUNTAIN NATIONAL PARK
Site	HONDIUS BEAVER PIPELINE SPRINGS NO 4
State	COLORADO
County	LARIMER
Docket	ROMO WATER RIGHT DOCKET 4
Location	T5N R73W SEC 28
Acquired by	APPROPRIATION
Application	14283 11-3-1925, 15370 12-2-1930, 16549 4-13-1939
Permit	
Certificate	
Priority	SEPTEMBER 1 1906
Reservation	JANUARY 26 1915
Status	ACTIVE FEDERAL
Source	GROUND WATER
Use	DOMESTIC FIRE AND INDUSTRIAL PURPOSES
Quantity	
Hydrologic Unit	10190006
Remarks	SPECIAL USE PERMIT TO WM F GROVE

00-00-0000: Docket Information Sheet

State Water Rights Documentation

00-00-0000: Letter in reference to Determination of Eligibility and No Adverse Effect for water delivery system

United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:

H4217 (ROMO)

CERTIFIED MAIL

Mr. James Hartmann
State Historic Preservation Officer
Colorado Historical Society
1300 Broadway
Denver, CO 80203

Reference: **Determination of Eligibility and No Adverse Effect** for the Hondius-Beaver Water Delivery System, Project Number ROMO-95-011, Rocky Mountain National Park, Larimer County, Colorado.

Dear Mr. Hartmann:

Since 1906, water from Beaver Brook, in what was to become Rocky Mountain National Park, was diverted for use outside the Park. The United States acquired the Hondius property in 1932 along with the water rights associated with the Hondius-Beaver Pipeline. The water rights were adjudicated in District Court, Boulder County, Water Division I, Case No. 10077 on June 23, 1939 with ownership in the name of the United States. Since 1939 the High Drive homeowners have continued to operate the system and divert this water out of priority. In order to be consistent with Colorado water laws, this diversion must be terminated and the waters restored to their natural flow through Beaver Meadow. The High Drive homeowners have acquired an alternate source of water, and are abandoning this system.

Information on the historic structures associated with the pipeline are presented in the enclosed report *The Hondius-Beaver Water Delivery System, Rocky Mountain National Park, Larimer County, Colorado*, and on the associated site forms.

As the report notes, we believe that of the seven structures recorded as 5LR1959, that the main water diversion structure (5LR1959.1) is eligible for the National Register of Historic Places (NRHP) under criterion "c" for its apparently unique engineering design. We also believe that the associated water vault/settling tank (5LR1959.2) and small storage shed (5LR1959.3) should be considered eligible as contributing properties.

We do not believe the four remaining structures to be eligible as two have been modified (probably in the 1950s), or are not of a unique engineering or architectural design, and are located some distance from the diversion structure. Two of these structures, the Buck Creek Reservoir (5LR1959.6) and a supply house (5LR1959.7) will be retained in their present configuration for use by the Hondius Water Users Association of Estes Park for 25 years. We plan to remove the remaining two structures that have been modified in the 1950s: the Park Service valve shed (5LR1959.6) and concrete valve vaults (5LR1959.5), along with segments of the pipeline. We also propose to deactivate two water diversions in order to restore the water flow though the Meadow. Such action is necessary and consistent with Colorado water laws.

We are deferring any decision concerning the water diversion structure (5LR1959), water vault (5LR1959.2), and shed (5LR1959.3), until ownership of these structures have been clarified and the Park's Historic Resources study has been completed. We will seek your advice on the future of the structures prior to developing preservation recommendations.

Should your office concur with our recommendations for eligibility, we believe that the actions presented above to constitute a "no adverse effect" determination.

If you have any questions, please contact Dr. William Butler, Park Archeologist at 970-586-1332 or Dr. Ken Czarnowski, Park Hydrologist at 970-586-1263.

Sincerely,

A. Durand Jones
Superintendent

Concurrence, Colorado State
Historic Preservation Officer

bcc: Greg Kendrick, IMFA-RMSSO-S w/cy of report
Steve DeVore, IMFA-RMSSO-S w/cy of report
MWAC w/cy of report
K. Czarnowski, ROMO w/o report
S. Iobst, ROMO w/o report

DISTRICT COURT, WATER DIVISION NO. 1, COLORADO

July 1, 2000, Division Engineer Abandonment List

STIPULATION AND AGREEMENT FOR DELETION OF HONDIUS-BEAVER PIPELINE FROM THE JULY 1, 2000, DIVISION ENGINEER ABANDONMENT LIST

The United States of America ("United States"), by and through its undersigned counsel, and the Division Engineer for Water Division No. 1, through the Attorney General of the State of Colorado, stipulate and agree as follows:

1. The Division Engineer listed the six United States' Hondius-Beaver Pipeline water rights on the July 1, 2000, Abandonment List in the total amount of 0.33 cfs with appropriation dates of September 1, 1906, and adjudication dates of November 14, 1939. The decreed amount for each of the six headgate diversions are as follows:

(1) Hondius-Beaver Pipeline No. 1: 0.420 cfs.

(2) Hondius-Beaver Pipeline No. 2: 0.114 cfs.

(3) Hondius-Beaver Pipeline No. 3: 0.076 cfs.

(4) Hondius-Beaver Pipeline No. 4: 0.015 cfs.

(5) Hondius-Beaver Pipeline No. 5: 0.267 cfs.

(6) Hondius-Beaver Pipeline No. 6: 0.016 cfs.

2. The source of supply for the Hondius-Beaver Pipeline is Beaver Creek, a tributary of the Big Thompson River and springs on the bank of Beaver Creek located in Rocky Mountain National Park. The location of the Hondius Beaver Pipeline is Sec. 30, T5N, R73W, 6th P.M. Whence east 1/4 corner of Sec. 30 bears south 75 degrees31' east 2780 feet. **[is this the general location of the entire pipeline and does the description make sense?]**

3. The Hondius-Beaver Pipeline water rights previously provided water for domestic and fire suppression purposes to four homes owned by the National Park Service within the boundaries of Rocky Mountain National Park and to approximately 120 homes located outside of Rocky Mountain National Park. The Hondius-Pipeline no longer provides water for these purposes.

4. The United States and Division Engineer agree to the entry of a decree relinquishing the Hondius-Beaver Pipeline water rights described in paragraph 1 above to the stream system and the deletion of those water rights from the Division Engineer's Abandonment List.

WHEREFORE, the United States and the Division Engineer respectfully request the Court:

A. Enter an Order approving this Stipulation and Agreement

B. Enter a Decree relinquishing the Hondius-Beaver Pipeline water rights to the stream system and deleting the Baldwin Ditch water right from the Division Engineer's Abandonment List.

UNITED STATES OF AMERICA

By: _____

Lynn A. Johnson, Esq. #15394
Department of Justice, ENRD
999 18th St.; Suite 945
Denver, Colorado 80202
(303) 312-7315

FOR THE DIVISION ENGINEER

By: _____

Twentieth Judicial District of Colorado

P.O. Box 4249
Boulder, Colorado 80303-4249
Office of the Clerk of the
County and District Courts

Debra L. Crosser
Clerk of the Court

Date

Dear

Enclosed is your recent request for copies of documents from Court Action No. 10077 filed in the year _____. Please note that these records are now at the Colorado State Archives.

You will need to contact the Colorado State Archives at 1313 Sherman Street, Denver, CO 80203. I recommend that you call them at 303-866-2390 regarding their procedures on obtaining copies. Enclosed is a price list from the Colorado State Archives for obtaining records.

You will need to provide State Archives the following information: Case number, case name and Archive Location number which is 22619). Agency # 6-A

Sincerely,

DEBRA L. CROSSER
CLERK OF THE COURT

By _____
Deputy Clerk

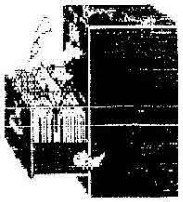
Enclosure

COLORADO STATE ARCHIVES
REVISED FEE SCHEDULE

I.	RECORD COPIES		
	A. Photo Copies/Microprints	$ 1.25	/Page
	B. Maps/Drawings	$ 15.00	Minimum
	C. Photographs	$ 15.00	Minimum
	D. Other/Oversize	$ 25.00	Minimum
II.	DOCUMENT CERTIFICATION		
	A. 1 - 9 pages	$ 10.00	/Certification
	B. 10 - 39 pages	$ 15.00	/Certification
	C. 40 - 69 pages	$ 20.00	/Certification
	D. 70 - 99 pages	$ 25.00	/Certification
	E. 100 plus pages	$ 30.00	/Certification
	F. Oversize	$ 15.00	Additional
III.	AFFIDAVIT (Certificate of Fact)		
	A. Legislative Tapes/Documents	$ 25.00	/Affidavit
IV.	SEARCH FEES (Whether found or not)		
	A. Record Retrieval/Walk-In Customers	$ 3.00	/Item (Orig.)
		$ 2.00	/Roll (M/F)
	B. In-State Mail/Phone Requests	$ 15.00	/First Item + $8.00 for Each Additional Item
	C. Out-of-State Requests	$ 25.00	/First Item + $8.00 for Each Additional Item
	D. Security Film Searches	$ 15.00	/Item
	E. Birth Certificate Search	$ 12.00	/Name
	F. Corporation Search	$ 25.00	/Corporation
	G. Professional Assistance	$ 10.00	Half Hour
	H. Interlibrary Loan Requests (1885 Census)	$ 5.00	/Roll

Search Fees reflected are for routine requests. Requests requiring in-depth professional archival staff research conducted under special arrangement only. Fees are assessed at a rate of $10.00 per half hour or fraction thereof in addition to the fees reflected above.

V.	USE OF LEGISLATIVE TAPE MACHINE		
	A. Set up of Tapes (Includes Tape Retrieval)	$ 16.00	
	B. Use of Listening Machine (Appointment Required)	$ 5.00	/Half Hour or Fraction Thereof
	C. No Show	$ 50.00	
	D. Duplication (60 minute cassette)	$ 75.00	/Tape
	E. Certification of Duplicate Tape	$ 25.00	/Certification
	F. Professional Assistance (In Depth)	$ 10.00	/Half Hour
VI.	WARRANT SEARCHES		
	A. Warrant (Whether found or not)	$ 5.00	/Search
VII.	REINSPECTION OF MICROFILM		
	A. Microfilm	$ 5.00	/Roll



RESEARCH REQUEST



TODAY'S DATE _____

Your name: Ken Czaroowski Day Time Phone # 586-3561 x263

Address: Rocky Mt. N.P.

City, State, Zip: Estes Park, CO

Name of party(ies) you want searched (Please include middle name and alias)

Water Adjudication - 1939

Volume 2, page 189

What is the person's date of birth? (only for criminal search) _____

Do you know the case number? _____ yes _____ no
If yes, please write the number(s) here _____ _____ _____

_____ _____ _____ _____ _____

Please circle the type of files you want searched:

District Court		County Court	
Civil	Criminal	Felony	Small Claims
Domestic Relations		Misdemeanor	Civil
Probate		Traffic	Name Change

Please check the appropriate boxes for the number of years you want searched:

[ ] 1983 to present [ ] 1976 thru 1982
[ ] 1960 thru 1975 [ ] prior to 1960

Do you only want the disposition (outcome of the case)? _____ yes _____ no
Do you want copies of the file(s) _____ yes _____ no

Copy Cost **$.75 per page and certification cost is $5.00 per document.**
Payment: **By cash, money order, MasterCard or Visa only.**

Do you want to view the file before copies are made? _____ yes _____ no
What do you want copied? (Be specific) _____

_____

Thank you for taking your time to complete this form. Your request will be processed in the order in which it is received. We will contact you by phone when the search is completed.

DO NOT WRITE BELOW THIS LINE

PROGESS OF SEARCH

[ ] NO RECORD FOUND
___ File at Colo. State Archives
1313 Sherman, Rm 120 B
Denver, CO 80203
Phone: 866 - 2390
Agency # _____
Archive # _____

File pulled _____
Requestor called _____
Return to shelf [ ] Div [ ]
[ ] other
Pages copied _____ $ _____
Ceritification _____ $ _____
TOTAL $ _____

(Forms\RsrchGen Rev. 6/93)

Copy to KW 3/5/96

TO: MEMBERS, HWUA-NCWD

SUBJECT: UPDATE AND INVOICE (To those receiving water next summer)

FROM: HONDIUS WATER USERS ASSOCIATION BOARD

We are pleased to tell you that over 100 properties have petitioned to join the water districts and 66 have requested water next summer. Since we plan to prorate the initial construction cost on the basis of the number of residential units involved, the total number of units will be about 85 (the additional units representing commercial property). Instead of the original projected initial cost per residential unit, we now believe it will be less than $1000 (including meter installation).

The cooperation we have received from all of you--and the unanimous satisfaction indicated--is truly rewarding. We thank you all.

Now we can move toward construction. The new Association is formed. The water purchase contract with the Town is near completion. The Districts say they will approve our petition. Construction contracts are the next step. Whether work can be completed before service is needed in May remains to be seen. However, Park water can be used temporarily and normal water service in May will be available.

We hope to install the new 4" line, and connect it to your service lines, in April. Pump installation and reservoir work will be completed as soon as possible after that. We plan to install meters in June. Their cost will be included in your final invoice. The Association will remove them for winter and reinstall them for summer. The first charge for water use next summer will be based on the old payment scale. When meters are in place and Town water use begins we will change to payment for actual usage.

All we now need from you is the money to proceed. Accordingly, this letter serves as an INVOICE for $500, due immediately. This will provide operating capital for the next month or two and avoid financing cost. By June, we should have firm costs on which to base a final invoice. NOTE: If you have not elected to receive water these charges do NOT apply to you.

Please send your $500 payment as soon as possible so that rapid progress can be made. Checks should be made payable to Hondius Water Users Association and sent to E.R. Anderson, 17253 105'th AV., Sun City, AZ, 85373.

NOTE: HDWUA Board now consists of Hartsook, Bates, Washburne, Anderson, Boand and Peter. You will vote next summer on a slate for the rest of the year and on BYLAWS. There will also be an information meeting early in the summer.

4-5-96

Ken Czarnowski, Ph.D.
National Park Service
Estes Park, Colo

Dear Ken:

We had hoped to have the city water system in line by the first of May for the High Drive area.

Since this is not happening due to extenuating circumstances, we find it necessary to revert to the Hondius water system until we clear our local government and engineering procedures. This will be a temporary delay and we presume to conclude the transition, hopefully, within 60 days.

Mr. Ed Hartsook advised me that he has forewarned both you and Superintendent Jones that this possibility might occur and we are most grateful for your compliance and understanding of our unexpected problems.

Mr. Hartsook asked that our water engineer, David Anderson, keep you informed as to what we are doing in the Park. We have instructed him to call your office whenever there is any activity in the Park that you should be aware of.

At the present time, he is doing the usual opening of the reservoirs, lines, valves, etc. He will be priming the siphon lines, the filters and chlorinators in the next few days.

Should you wish to call him for any reason, his number is 586-5942.

In haste,

E.R. Anderson, Secty, Treas.
High Drive Water District

Copy: David Anderson
Ed Hartsook
Steve Board

4-5-96

Bill Linnane
Estes Park, Colo

Dear Bill:

We have been trying for over 20 years to get city water into the High Drive area. At long last we are now at that point. Surprisingly, we had 101 residents make application to NCWCD to join the districts for water usage.

I know you are aware that Rocky Mountain Consultants are handling our engineering needs. They are concluding arrangements with RMNP to curtail their service to our area so that we may use city water exclusively.

To date we have qualified with NCWCD, have our easements satisfied, engineering on pump station and meter is completed and, as I understand it, the water contract purchase with the city is completed and waiting for Trustee approval. We have started construction on "our side" of the meter, we have ordered the individual meters for the residents and our financing is completed. We are ready!

I am a 60 year resident of Estes Park and I know about springtime priorities. I hope we are close to the top for getting our line from Bluebell Road up to the meter constructed soon. Although we assured RMNP that we would be out of the Park this spring, we are now imposing on their generous compliance to let us start our system with their water until we can make the transition. This is both expensive and uncomfortable, so we appeal to you to get to us as soon as it is physically possible.

On behalf of the High Drive Water District Board and the residents of the High Drive area, I wish to thank you for your support and cooperation that you and your department have always shown.

In haste,

E.R. Anderson, Sec'y, Treas.
High Drive Water District

Copy: High Drive Water District Board
Rocky Mountain Consultants
~~Ken Czarnowsky~~, RMNP
Bob Goehring

Docket No. 4

May 8 1957

ROADS - BEAVER PIPE LINES

Pipe Line No. 13, Water District No. 4.

USE

Domestic. Supplies water to 14 private land owners within the National Park and approximately 150 connections outside the park boundaries, all in the High Drive Area.

LOCATION

Points of Diversion, all in Township 3 North, Range 73 West.

1. On South bank of Beaver Creek whence the East Quarter Corner of Section 30, bears South 79° 31' East 2780 feet.

2. From Spring No. 1, South of Beaver Creek at a point whence the North Quarter Corner of Section 30 bears North 8° 23' East 2643 feet.

3. From Spring No. 2, North of Beaver Creek at a point whence the East Quarter Corner of Section 29 bears North 81° 23' East 1337 feet.

4. From Spring No. 3, North of Beaver Creek at a point whence the West Quarter Corner of Section 28 bears South 55° 45' West 369 feet.

5. From Spring No. 4, on Bear Creek at a point whence the East Quarter Corner of Section 28 bears South 16° 04' East 845 feet.

All through two parallel main pipe lines 2 inches in diameter.

PRIORITY

Domestic Priority No. 12, Water District No. 4, as of September 1, 1906, in accordance with Decree of District Court on November 14, 1939.

AMOUNT OF WATER

0.33 cubic feet of water per second of time from different points of diversion as follows: (1) 0.120 cubic feet; (2) 0.114 cubic feet; (3) 0.070 cubic feet; (4) 0.015 cubic feet; (5) 0.267 cubic feet; but not to exceed 0.33 cubic feet of water per second at any one time.

OWNERSHIP and OPERATION

Acquired by purchase from Rowdies. Adjudicated by United States. By SPECIAL USE PERMIT to William F. Grove, January 1, 1943.

MAPS

Filing No. 16649 by the United States, accepted by State Engineer of Colorado on April 13, 1939.

Filing No. 15170, an amended claim by Pieter Rowdies, accepted by State Engineer of Colorado on December 2, 1930.

Filing No. 16283 by Pieter Rowdies, accepted by State Engineer of Colorado on November 13, 1925.

HONDIUS-BEAVER PIPE LINE

(Domestic Priority No. 12; Ditch--Pipe-Line--No. 13)

1. The claimant of Hondius-Beaver Pipe line is the United States of America, Rocky Mountain National Park, Estes Park, Colorado.

2. The source of supply from which water has been diverted is Beaver creek, a tributary of the Big Thompson river and springs on the bank of said Beaver Creek.

3. The six headgates of said pipe line are located in Beaver creek drainage, said creek being a tributary of the Big Thompson river, and the said six headgates, and all other points and areas described and referred to in the statement of claim are located in township five (5) north, range seventy-three (73) west of the 6th principal meridian as follows:

No. 1: On the south or right bank of said Beaver creek from which it derives a supply of water, at a point whence the east quarter (E¼) corner of section thirty (30) bears south 75°51' east 2700 feet.

No. 2: At a spring, designated as Spring No. 1, from which it derives a supply of water, on the south or right bank of Beaver creek, at a point whence the north quarter (N¼) corner of section thirty (30) bears north 8°25' west 2041 feet.

No. 3: At a spring, designated as Spring No. 2, from which it derives a supply of water, on the north or left bank of said Beaver creek, at a point whence the east quarter (E¼) corner of section twenty-nine (29) bears north 81°22' east 1387 feet.

No. 4: At a spring, designated as Spring No. 3, from which it derives a supply of water, on the north or left

bank of said Beaver creek, at a point whence the west quarter (W¼) corner of section twenty-eight (28) bears south 55°40' west 589 feet.

No. 5: At springs, designated as Springs Nos. 4a and 4b, from which it derives a supply of water, at the head of Buck creek, a tributary of said Beaver creek, at points whence the east quarter (E¼) corner of section twenty-eight (28) bears:

from Spring 4a intake, south 18°04' east 845 feet; and from Spring 4b intake, south 20°57' east 849 feet.

No. 6: At a point on the left or east bank of said Buck creek in which is captured water which is released and overflows from the system served from headgates 1 to 5 inclusive, which water is rediverted for use at the National Park Utility and Residential area by means of the Utility lateral, to be described later, whence the west quarter (W¼) corner of section twenty-seven (27) bears north 23°27' east 565 feet.

4. The general course of said pipe line is southerly, and the same serves for both diversion and distribution.

5. The description of said pipe line and system is as follows:

From headgate No. 1 to headgate No. 2, a distance of 899 feet, there are two 8-inch diameter pipes with a gradient of 1.07 feet per 1000 feet. From headgate No. 2 to headgate No. 5, there are two 2-inch diameter pipes, lengths of 13,458 feet and 15,482 feet respectively, and an overall effective gradient of 20 feet per 1000 feet, and the longer pipe has a local gradient between headgates 3 and 4 and the Sunny Ridge subdivision in the southeast quarter (SE¼) of said section twenty-eight (28) of 49 feet per 1000 feet. Headgate No. 5.

is connected with the main pipe lines by a 2-inch pipe line known as Diversion Feeder No. 3. This feeder pipe line extends in a southeasterly direction from headgate No. 3, a distance of 1440 feet, to a point of contact with both main lines. Headgate No. 4 is connected with both main pipe lines by a 1-inch pipe line known as Diversion Feeder No. 4. This feeder line extends from headgate No. 4 in a southerly direction, a distance of 1480 feet to the point of contact with the two main lines. From headgate No. 5 to the east line of said section twenty-seven (27) the main line has a diameter of 3 inches, a length of 7700 feet, and a gradient of 10% feet per 1000 feet to the first of a number of real estate subdivisions. The two main pipe lines run side by side from the connection with Diversion Feeder No. 1 to Diversion Feeder No. 4. The Utility Lateral has a diameter of one inch, length 3980 feet, and gradient of 50 feet per 1000 feet.

The full carrying capacity of said pipe line system is 0.85 cubic feet of water per second of time. The capacities of the said headgates are at least as follows:

Headgate No. 1, 0.420 cubic feet of water per second of time,
Headgate No. 2, 0.114 cubic feet of water per second of time,
Headgate No. 3, 0.076 cubic feet of water per second of time,
Headgate No. 4, 0.015 cubic feet of water per second of time,
Headgate No. 5, 0.287 cubic feet of water per second of time,
Headgate No. 6, 0.218 cubic feet of water per second of time,

Total, 0.838 cubic feet of water per second of time.

There are times when it is impossible to get from one or more of the headgates named the amount of water said to be diverted thereat. There has never been taken and will not be taken from the six headgates more than 0.82 cubic feet of water per second.

6. The water diverted by said pipe line is used for domestic and fire protection purposes in the south half ($S\frac{1}{2}$) of sections twenty-seven (27) and twenty-eight (28), and the southwest quarter of the northwest quarter ($SW\frac{1}{4}$ $NW\frac{1}{4}$) of section twenty-six (26), and for domestic, fire protection and industrial purposes in the Park Utility and Employees Residential area in the northwest quarter of the northeast quarter ($NW\frac{1}{4}$ $NE\frac{1}{4}$) and the northeast quarter of the northwest quarter ($NE\frac{1}{4}$ $NW\frac{1}{4}$) of section thirty-four (34).

7. Work thereon was begun by construction on the 1st day of September, 1938, and completed with due diligence on July 1, 1907, by Peter(also known as Pietar) Hondius, who conveyed his claim to the water to the United States of America as an appurtenance to the lands conveyed by him to the United States of America by deed dated February 13, 1932. Continuous use of said pipe line system for the purposes stated and to the full capacity thereof has been made since said date of completion.

8. Map and statement of claim on this pipe line was filed in the office of the State Engineer by claimant April 17, 1939, and was assigned No. 18,662, which map and statement of claim was supplementary to and amendatory of (1) map and statement of claim filed in said office on December 2, 1936, by Pieter Hondius, and assigned No. 15270, and (2) map and statement of claim filed in said office on November 13, 1928, by said Pieter Hondius, and assigned No. 14283.

9. As a matter of law the claimant is entitled to a decree to the effect that there be permitted to flow out of Beaver creek and springs in the drainage thereof at the location of the various headgates into said pipe line and system ,37

cubic feet of water per second of time for domestic, fire protection and industrial purposes with Domestic Priority No. 12, as of the 1st day of September, 1906.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the Court that, for domestic, fire protection and industrial purposes, and under and by virtue of appropriation made by original construction, and for the benefit of the party or parties entitled to the enjoyment thereof, there be permitted to flow out of Beaver Creek or the said springs in the Beaver creek drainage into said pipe line system .35 cubic feet of water per second of time, with DOMESTIC PRIORITY NO. 12, as of date September 1, 1906, subject to the general and paramount provisions of this decree.

C O P Y

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

IN THE DISTRICT COURT

NO. 10077.

IN THE MATTER OF THE ADJUDICATION OF PRIORITIES OF RIGHTS TO USE OF WATER FOR IRRIGATION AND OTHER BENEFICIAL PURPOSES IN WATER DISTRICT NO. 4, WATER DIVISION NO. I, IN THE STATE OF COLORADO.

STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE HONDIUS-BEAVER PIPE LINE.

Now comes The United States of America, by North Allen and Wayne C. Williams, Special Assistants to the Attorney General of the United States, thereunto duly authorized and directed by the Attorney General, and by Joseph E. Taylor, Regional Attorney, National Park Service, and hereby presents this petition and statement of claim herein, and shows unto this honorable court that:

FIRST: The name of the claimant is the United States of America.

SECOND: The postoffice address of the claimant is Rocky Mountain National Park, Estes Park, Colorado.

THIRD: The name of the pipe line for which claim is made herein is the Hondius-Beaver Pipe Line.

FOURTH: The six headgates of said pipe line are located in Beaver creek drainage, said creek being a tributary of the Big Thompson River, and the said six headgates, and all other points and areas described and referred to in this statement of claim are located in township five (5) north, range seventy-three (73) west of the 6th principal meridian as follows:

No. 1: On the south, or right, bank of said Beaver creek from which it derives a supply of water, whence the east quarter (E 1/4) corner of section thirty (30) bears south 75° 51' east 2790 feet.

No. 2: At a spring, designated as Spring No. 1, from which it derives a supply of water, on the south, or right, bank of Beaver Creek, whence the north quarter (N 1/4) corner of section thirty

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(30) bears north 8° 25' west 2641 feet.

No. 3: At a spring, designated as Spring No. 2, from which it derives a supply of water, on the north or left bank of said Beaver creek, whence the east quarter (E 1/4) corner of Section twenty-nine (29) bears north 81° 23' east 1337 feet.

No. 4: At a spring, designated as Spring No. 3, from which it derives a supply of water, on the north or left bank of said Beaver creek, whence the west quarter (W 1/4) corner of section twenty-eight (28) bears south 55° 45' west 359 feet.

No. 5: At springs, designated as Springs Nos. 4a and 4b, from which it derives a supply of water, at the head of Buck creek, a tributary of said Beaver creek, whence the east quarter (E 1/4) corner of section twenty-eight (28) bears:

From Spring 4a intake- south 16° 04' east 843 feet; and

From Spring 4b intake- south 20° 37' east 849 feet.

No. 6: On the left, or east, bank of said Buck creek in which is captured water which is released and overflows from the system served from headgates 1 to 5, inclusive, which water is rediverted for use at the Park Utility and residential area by means of the Utility lateral, to be described later, whence the west quarter (W 1/4) corner of section twenty-seven (27) bears north 29° 22' west 585 feet.

FIFTH: The general course of said pipe line is easterly and serves in part for both diversion and distribution. From headgate No. 1 to headgate No. 2, a distance of 695 feet, there are two 2-1/2-inch diameter pipes with a gradient of 107 feet per 1000 feet. From headgate No. 2 to headgate No. 5 there are two 2-inch diameter pipes, lengths of 13,453 feet and 15,453 feet respectively, and an overall effective gradient of 80 feet per 1000 feet, and the longer pipe has a local gradient between headgates 3 and 4 and the Sunny Ridge subdivision in the southeast quarter (SE 1/4) of said section twenty-eight (28) of 49 feet per 1000 feet. Headgate No. 3 is connected with the main pipe lines by a 2-inch pipe line known as Diversion Feeder No. 3. This

feeder pipe line extends in a southeasterly direction from headgate No. 3, a distance of ~~2640~~ 1440 feet to a point of contact with ~~both~~ the main lines. Headgate No. 4 is connected with both main pipe lines ~~at a common point~~ by a 1 inch pipe line known as Diversion Feeder No. 4. This feeder line extends from headgate No. 4 in a southerly direction, a distance of ~~1300~~ 1480 feet to the point of contact with the two main lines. From headgate No. 5 to the east line of said section twenty-seven (27) the main line has a diameter of 3 inches, a length of 2709 feet, and a gradient of 105 feet per 1000 feet to the first /subdivisions of a number of real estate. The two main pipe lines run side by side from the connection with Diversion Feeder No. ~~2~~ 1, to Diversion Feeder No. 4. The Utility lateral has a diameter of 1 inch, length of 3930 feet, and gradient of 59 feet per 1000 feet.

SIXTH: The full carrying capacity of said pipe line system is 0.38 cubic feet of water per second of time. The capacities of the said headgates are/as follows: at least

Headgate No. 1 - 0.420 cubic feet of water per second of time,

Headgate No. 2 - 0.114 cubic feet of water per second of time,

Headgate No. 3 - 0.075 cubic feet of water per second of time,

Headgate No. 4 - 0.015 cubic feet of water per second of time,

Headgate No. 5 - 0.237 cubic feet of water per second of time,

Headgate No. 6 - 0.015 cubic feet of water per second of time,

Total 0.906 cubic feet per second of time.

There are times when it is impossible to get from one or more of the headgates named the amount of water said to be diverted thereat. There has never been taken and will not be taken from the six headgates more than 0.38 cubic feet of water per second.

Claim is hereby made to divert all or any part of the pipe capacity from any and all headgates for domestic and fire protection purposes in the south half (S1/2) of sections twenty-seven (27) and twenty-eight (28), and the southwest quarter of the northwest quarter (SW 1/4 NW 1/4) of section twenty six (26), and for domestic fire

protection, and industrial purposes in the Park Utility and Employees Residential area in the northwest quarter of the northeast quarter (NW 1/4 NE 1/4), and the northeast quarter of the northwest quarter (NE 1/4 NW 1/4) of section thirty-four (34).

SEVENTH: Work was commenced by construction on the first day of ~~July~~ September, 1906, and completed ~~September~~ July 1, 1907, by Peter, also known as Pieter, Hondius, who conveyed his claims to the water, and the portions of the said pipe lines which were then upon the lands, to the United States as appurtenances to the lands conveyed by deeds, dated the 18th day of February, 1932, and designated as instruments Nos. 390195 and 390196, Larimer County records, and filed for record on March 15, 1932, in the office of the County Clerk and Recorder of Larimer county, State of Colorado, and recorded in book 323, pages 423 and 424. Continuous use of said pipe line system for the purposes stated and to the full capacity thereof has been made since said date of completion.

EIGHTH: The following maps and statements of claim on said pipe line have been filed and accepted by the State Engineer, State of Colorado:

(a) The Hondius-Beaver Pipe Line, by Peter Hondius, claimant, accepted the 13th day of November, 1925, filing No. 14283;

(b) The Hondius Water Supply, being an amended claim by Peter Hondius, accepted the 2nd day of December, 1930, and assigned filing No. 15370.

(c) The Hondius-Beaver Pipe Line, being an amended claim by the United States, accepted the 13th day of April, 1939, and assigned filing No. 15549.

WHEREFORE, it is prayed that the petitioner, the United States of America, be permitted to file this its petition and statement of claim; that it be allowed to protect and secure its rights and interests by filing and introducing any and all evidence, and by due examination of any and all witnesses touching any and all claims of others to the appropriation and use of water in and from the Big Thompson river and its tributaries and sources, the allowance of which may be adverse to the interests of the United States in the premises.

It is further prayed by the petitioner that a decree be made in this proceeding adjudging and decreeing to the petitioner, the United States of America, a priority right as of date of September 1, 1906, to the use of 0.33 cubic feet of water per second of time for the purposes and in the amounts hereinabove in detail set forth and claimed, and for all other and further proper relief in the premises.

THE UNITED STATES OF AMERICA

By_____

_____
Special Assistants to the Attorney General.

_____
Regional Attorney, National Park Service.

UNITED STATES OF AMERICA,)
)
State of Colorado,) SS.
)
County of Larimer.)

JOHN S. McLAUGHLIN, being first duly sworn on oath, deposes and says that he is Assistant Superintendent of Rocky Mountain National Park, and makes this affidavit on behalf of the United States of America, claimant; that he has read the foregoing statement of claim and is conversant with the facts therein stated, and that the matters therein referred to are true to the best of his knowledge and belief.

_____
Assistant Superintendent, Rocky Mountain National Park.

Subscribed and sworn to before me this_____day of 1939.

_____
Notary Public.

My commission expires_____.

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SUPPLEMENTAL AGREEMENT

This supplemental agreement, made and entered into this fourth day of November, A. D. 1931, by and between P. Hondius, party of the first part, and O. P. Low, party of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, the parties hereto made and entered into a certain agreement on November 3, 1921, whereby the said P. Hondius agreed to furnish water for domestic use to certain lands owned by the said O. P. Low, which agreement is hereto attached and to which reference is hereby made.

AND WHEREAS, the said O. P. Low has since November 3, 1921, acquired certain lands described as follows, to-wit;

The Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South One-half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-seven (27), and the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26), all in Township Five (5) North, Range Seventy-three (73) West of the Sixth Principal Meridian, Larimer County, Colorado;

AND WHEREAS, the parties hereto desire to make the same provisions for furnishing water to the lands above described under the same terms and conditions as set forth in the original contract dated November 3, 1921;

NOW THEREFORE, the party of the first part agrees to furnish an ample supply of water for domestic purposes to be used only in summer cottages now constructed or hereafter to be constructed upon the lands above described, and that said water shall be furnished and used under the same terms and conditions as set forth in the original agreement dated November 3, 1921, except as restricted by this supplemental agreement; it being the intention of the parties hereto to make the same agreement with regard to the furnishing of water to the lands above described

as is provided for the lands described in the agreement dated November 3, 1921, except as the terms and conditions of said agreement may be altered by this supplemental agreement.

It is mutually understood and agreed that the first party shall only be required to furnish water to such part of the above described lands as can be supplied by gravity flow from the present water plant and system now owned by the first party as the same is now located and constructed.

It is further understood and agreed that the first party by this contract agrees to furnish water for the above described lands now owned by the second party and also to such parts of the above described lands as are owned by third parties, all of said water to be delivered and used under the terms and conditions of this supplemental agreement and the original agreement of November 3, 1921.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

P. Hondius
Party of the first part.

O. P. Low
Party of the second part.

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C O N T R A C T.

THIS CONTRACT, Made and entered into this Third day of November, 1921, by and between P. Hondius, party of the first part, and O. P. Low, party of the second part, is upon the following terms and conditions, to-wit:

1.

This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators or assigns shall have the right to terminate the same upon thirty days written notice of such election. And also shall be subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmar and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

11.

The said party of the first part hereby agrees to furnish, during the existence of this contract, an ample supply of water for domestic purposes, to be used only in summer cottages now constructed or hereafter to be constructed and which can be so supplied with water by gravity out of the system as now constructed, upon the following lands:

The North East of the South East Quarter of Section 27, Township 5 North, Range 73 West of the 6 P. M., in Larimer County Colorado, as well as upon other and additional land. And for

supplying such water the party of the first part has laid certain water mains or may lay such mains leading from certain springs, streams and from reservoirs which may be constructed for the purpose of storing water, as may be found necessary and determined by the party of the first part, as the increase in the number of consumers may require. Provided, however, that the expense of piping from main line to the cottages of the party of the second part including corporation cock and expansion joint and in fact all plumbing except the main line shall be borne by the party of the second part, but the party of the second part shall make no connection with the main line without the consent of the party of the first part nor extend any plumbing already made without such consent and all connections and extensions shall be made and done under the direction of the party of the first part.

III.

The party of the first part agrees to furnish a continuous flow of water for domestic purposes, from May 1st to September 30th, subject only to inevitable accident not due to gross negligence of the party of the first part, and subject further to the failure of the natural supply, and always subject to the rights granted in the contract dated December 2, 1910, and heretofore mentioned.

IV.

The party of the second part, his heirs, executors, administrators and assigns further definitely and expressly agree as follows:

1. That the party of the second part will place a shut-off or stop-box at some convenient place outside of each cottage and accessible to the party of the first part, and that the party of the first part is hereby given the right of ingress and egress

to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

2. That all water rates herein are made payable in advance and that no person shall be entitled to water until the Rates therefor have been paid, and a request for water made directly to the party of the first part, or to such other persons as he may designate.

3. That none of the users of water hereunder shall have the right to use the same for hotel, camp, stock or other business purposes nor for sprinkling, or irrigation, nor for water motors or water power of any kind, and that no water shall be wasted in any way. That the party of the first part, or his authorized agent, shall have the right to inspect the plumbing on any premises and in any house using water for the purpose of detecting any leakage or waste of water, and that the right to use said water for domestic purposes shall not include the right to connect with barns or any other outhouse, and that in the event of leakage, waste or unauthorized use the party of the first part shall have the right to shut the water from the service pipes of the users until the proper conditions are made for authorized use only.

4. That the party of the second part, his heirs, executors, administrators and assigns will pay as rental for the services herein agreed to be furnished the following rates:

For each Cottage directly or indirectly connected with said system the sum of Fifteen dollars for one sink, one lavatory, one water closet and one bath tub;

All of which rates shall be for the season beginning May 1st and ending September 30th of each year, or any part thereof.

In consideration of the furnishing of water on the above terms, the party of the second part hereby contracts and agrees that he has constructed a storage tank upon before mentioned land being The North East of the South East quarter of section 27, Township 5 North, Range 73 West of 6 P.M., for the purpose of bettering and equalizing the supply of water for the above mentioned system, owned by the party of the first part, and that said storage tank is now connected with the present system, and that party of the first part has paid one-half the cost of purchasing and delivering said pipe to the premises, and half of the cost of the work of laying said pipe to said storage tank, said pipe and said tank being now completed they shall be part of the water system owned by the party of the first part and become his property and under his full control and ownership. And the party of the second part also grants, bargains, sells and conveys to the party of the first part the right to lay and maintain service pipes across his land, above described, from said system to the lands of any other persons beyond the land of the party of the second part for the purpose of supplying water to other lands.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.

P. Hondius

O. P. Low

C O P Y

THIS AGREEMENT made and entered into this 2nd day of December, A. D. 1910, between P. Hondius, party of the first part, and William T. Sinclair and F. W. Blackmer, parties of the second part.

WITNESSETH that whereas heretofore, on the 1st day of September, 1906, the said P. Hondius entered into a certain contract in writing with said William T. Sinclair whereby the said P. Hondius was to build a certain gravity water system and to furnish water to said Sinclair or his grantees, for the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 5, North of Range 73, West, in the County of Larimer, State of Colorado, said water to be used for domestic purposes by the owners of cottages in said tract of land,

And Whereas certain rates for the use of water were therein specified,

And Whereas the said William T. Sinclair has sold and conveyed certain lots contained in said tract above mentioned unto various persons, and has or is about to sell the remainder of said tract unto the said F. W. Blackmer,

And Whereas, pursuant to the terms of said contract, the said P. Hondius has constructed and put in operation, a gravity water system for the purpose of furnishing water for the owners of cottages on said tract of land, said system consisting of one walled spring, one cement reservoir and one main pipe line, two inches in diameter, leading from said reservoir, and whereas certain parties, the grantees of said Sinclair, have, pursuant to the terms of said contract, used water from said spring,

And Whereas the said P. Mondius is desirous of increasing the size of said water system by connecting the same with other springs in addition to the one now used and hereinbefore described, and of furnishing water for domestic purposes to other parties upon lands other than those hereinbefore described, to which the said parties of the second part hereby consent,

And Whereas the parties hereto are mutually desirous of changing the terms of said contract.

NOW THEREFORE, In consideration of the premises and in further consideration of the sum of One Dollar to the said party of the first part by the said parties of the second part paid, receipt of which is hereby acknowledged, and the further consideration of the payments hereinafter requires to be made for the use of water, the said parties hereto mutually agree that the contract heretofore mentioned, made between the said P. Mondius and the said William T. Sinclair, under date of September 1st, 1906, shall be terminated and for naught held, and all rights acquired thereunder are hereby released and discharged by the respective parties thereto, their successors or assigns, and in lieu thereof, the said parties hereto do bind themselves as follows, to-wit:

The said party of the first part hereby agrees to furnish, during a period of fifteen years from the date hereof, an ample supply of water for domestic purposes, to be used in all cottages now constructed or which may hereafter be constructed upon those lands described as the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 5, North of Range 75, West, Larimer County, Colorado, and also upon other and additional land. The said party of the first part shall lay a main pipe or pipes

where necessary, in addition to that already laid, leading from the spring herein mentioned, and such other springs as may be connected therewith, and with any reservoirs which may be constructed for the purpose of storing water, the said pipe to be two inches in diameter and to be laid along certain reasonable lines, determined by party of the first part. The expense of piping from the main line to the cottages of the parties of the second part and to others who may hereafter use said water, and the expense of all plumbing within the cottages shall be borne by the parties connecting with said pipe line, however, no connection shall be made by the owner of any cottage or by any of the parties of the second part, to the main line, either directly or indirectly, without the consent of the party of the first part, and said connection shall be made under his supervision.

It is further understood and definitely agreed that all persons making connections, directly or indirectly with said main line, shall place a shut off at some convenient place outside of their cottages and accessible to the said party of the first part, and that the said party of the first part is hereby given the right of ingress and egress to said shut off at any or all times, for the purpose of shutting off the water for any violation of any of the terms of this agreement.

The said parties of the second part agree that they will use the water so furnished by the said party of the first part only, and that they will pay therefor the following schedule of prices, to-wit:

There shall be paid for each cottage directly or indirectly connected with said system, the sum of Ten Dollars ($10) per season, the season to commence upon the 1st day of May and to

and the 1st day of October in each year.

In consideration of the payment of the sum of Ten Dollars ($10), the owner of any cottage may have the right to use water for domestic purposes only, and the water shall not be used in the house except upon agreement previously had with the said party of the first part, for other than one kitchen sink, one lavatory and either one water closet or one bath tub, as the owner may elect; for each additional bath tub for for each water closet as the owner may elect, Five Dollars ($5.00) per season; for each additional lavatory, Two Dollars ($2.00) per season.

It is definitely understood and agreed that the payment of the sum of Ten Dollars ($10.00) per season as aforestated, shall be a continuous charge after the parties of the second part or the owners of lots after a connection is made with the water system whether the water be or be not used during any particular season; it being the intention of the parties hereto that after a connection is made with the system, the rates hereinabove provided for shall be paid to the party of the first part even though the parties should not use the water.

The party of the first part agrees to furnish a continuous flow of water for all domestic purposes, subject only to inevitable accident not due to the gross negligence of the party of the first part, and subject further to the failure of the natural supply of water.

Within six months of the expiration of this contract, according to its terms, said party of the first part, his heirs or assigns, shall make a new contract with the parties of the second part, their heirs, grantees or assigns, for a further use of water upon such terms or conditions as shall then be agreed upon by the parties affected. In case no agreement can

be reached, then the party of the first part, his grantees or assigns, shall choose an arbitrator and the parties of the second part, their heirs, or assigns, acting collectively, shall choose a second, and within ten days thereafter, the said arbitrators shall meet and choose a third, the three arbitrators so chosen shall meet and adopt a new contract, which, when agreed upon, shall be binding upon the parties hereto, said new contract to govern the rates to be charged for water and the regulations for the use thereof.

All water rates herein are made payable in advance, and no water shall be permitted to be used by any person unless the rates therefor are paid. All requests for the use of water shall be made directly to the party of the first part or to such other person as he may designate.

It is further understood and agreed that none of the parties of the second part or their heirs or assigns, nor the users of any water pursuant to the terms of this contract, shall have the right to use the same for sprinkling or irrigating, (nor for water motors or power), and that no water shall be wasted in any way. That the party of the first part or his properly authorized agent shall have the right to inspect the plumbing in any house using water hereunder for the purpose of detecting the waste of water, and further, it is mutually agreed that the right to use said water for domestic purposes shall not include the right to connect with barns or other outhouses.

It is further agreed that this contract shall run with the land for the benefit of any and all persons who may acquire sites for cottages in or upon the lands hereinbefore mentioned.

And it is further agreed and understood that this contract shall not be binding unless it shall be accepted and

consented to by each and all of the persons holding lots or cottage sites by conveyance, directly or indirectly, from the said William T. Sinclair; the acceptance of such parties to be noted upon one of the original copies of this contract.

IN TESTIMONY WHEREOF the said parties hereto have hereunto set their hands and seals the day and date first above written.

P. Mondius (SEAL)

F. W. Blackmar. (SEAL)

Wm. T. Sinclair. (SEAL)

For and in consideration of the premises mentioned in the foregoing contract, and the further consideration of the sum of One Dollar to each of us in hand paid by the said P. Mondius, receipt of which is hereby acknowledged, we, the undersigned, being the owners of lots or cottage sites, within the land mentioned in said contract, to-wit, the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 5, North of Range 73, West, Larimer County, Colorado, do hereby accept the terms of the foregoing contract, and hereby agree that the previous contract therein referred to between P. Mondius and the said William T. Sinclair, under date of September 1st, 1906, may be canceled, and that the new contract, the same being

hereinbefore set forth, shall govern in the premises, and the terms thereof are hereby accepted.

Jennie A. Glover. (SEAL)

Ditha A. Lay. (SEAL)

A. G. Lovejoy. (SEAL)

C. H. Ashton. (SEAL)

Gertrude Standing. (SEAL)

A. L. Davis (SEAL)

E. G. McKinney. (SEAL)

Julian Hayden. (SEAL)

Frances C. Carter. (SEAL)

Paul B. Wallace. (SEAL)

Mary S. Blair. (SEAL)

A. R. Ross. (SEAL)

R. T. Davis. (SEAL)

Ella R. Harries. (SEAL)

THE HONDIUS WATER LINE – A HISTORY

On a bright, sunny day in 1895, Pieter Hondius stepped off the train in Denver, rifle in hand, to try his fortune in the American West. At 27, he was a member of the celebrated Hondius family, well-known cartographers of Holland, whose work may be found in museums around the world, such as the Huntington Library in Pasadena, California.

Suffering severely from asthma, he had been advised to seek a high, dry climate such as is found in Switzerland or Colorado. The lore of the American West fascinated him, and new stories about the scenery and emerging ranching and tourist industry there struck a spark. He chose Colorado and in Denver he heard of the new settlement, Estes Park, which seemed to hold promise for the adventures ahead. Its first settler, Joel Estes, had arrived less than 40 years earlier, and there were opportunities to acquire land through Government land grants or by purchase.

So, in the summer of 1895, Pieter found himself asking for a room at the new Elkhorn Lodge, recently founded by the William James family at the West End of Estes village. Hondius assured the owners that he would stay as long as was required to regain his health. In this regard, the presence of the James' beautiful daughter, 15 year old Eleanor, certainly strengthened his commitment.

In due course Pieter and Eleanor were married, and Pieter began active pursuit of land opportunities. The chance came when he learned that the land John Hupp had acquired by Federal land grant in 1875 was being sold by the Hupp family after the parents died. It was beautiful, in the valley the Arapahoe called "the place where the woman died", and which we now know as Upper Beaver Meadows. The Hupps were famous for their hospitality and their love for the land. Three of them lie there today under a red granite monument to be found on the north side of the dirt road one half mile west of the entry gate to the Meadows. Hondius loved the land and in 1907 he bought it. Ultimately he owned over 2000 acres. He established a prosperous ranch with buildings and fences whose remains can still be seen if you look carefully as you walk about the little valley. This property was also the pasture area for Elkhorn Lodge horses. (The ranch headquarters ruins still exist as a "historical site" about one hundred yards from the trailhead along Beaver Creek.)

Hondius had engineering training and became interested in the idea of building a gravity flow water line to serve newly developing tourist facilities along what was to become the first entrance road to the National Park and is now known as "High Drive". The line would begin at a concrete reservoir built on the banks of Beaver Creek near ranch headquarters (where it still is visible). Ultimately, water would flow to serve the early buildings at Beaver Point.

The engineering problem of getting the water over the hump between the Beaver Creek water collection reservoir and the High Drive road was solved by building a siphon line that ran from the main line into the meadow below the present US 36 Park entrance station and then uphill to rejoin the main line above Buck Creek. The resulting suction was enough to aid gravity and bring water in volumes over the "hump". It was an elegant solution but, as you can see if you hike around Buck Creek, it took quite a bit of "trial and error" pipe installation before it worked.

There was another problem to be solved. Earlier, in 1902, Edward Baldwin had acquired by Federal grant the NE 1/4 of the SE 1/4 of Section 27. This 160 acres that we know as our High Drive area stood across the route Hondius needed to use, so a pipe line easement was needed. Agreement was reached in June of 1907 and work could begin shortly thereafter.

Baldwin also arranged for a trench to be dug running from Buck Creek into the meadow below, crossing High Drive at about the present parking lot for the RMNP Visitor Center, and then proceeding toward Beaver Point along the north side of High Drive. This became known as the Baldwin Ditch, and although it was a crude system with no pollution protection, it carried water until its demise in the late 1930's.

At Buck Creek, Hondius agreed to supply water through the pipeline from Beaver Creek. Water then ran on the surface into a system of catch basins and control gates that reached the Ditch itself.

The Ditch terminated near Larkspur Road, where water emptied into a several - acre basin and percolated into the ground. A large well on the down slope picked up the underground supply; a pump pushed it to a tank on the hill near Larkspur Lane; from there it gravity fed the small settlement around Beaver Point. And that was the early Baldwin-Hondius water system!

The first World War intervened and there was no other water delivery system to most of the yet-undeveloped High Drive residential area until the war's end. By that time Baldwin had sold the 160 acres to Ira Meyers, whose widow sold it to C.P. Low in October, 1921. Low's plan was to break the 160 acres into suitable lots, but he needed road easements from Hugh Plumb's adjacent property and he needed a water delivery capability from Hondius. The road easement problem was dealt with by mutual agreement with Plumb in January, 1921.

The water problem was more complicated. Without more storage capacity there was not enough water delivery capability to support Low's development scheme. To solve this, Low agreed with Hondius to build a new reservoir (Buck Creek) and deed it to Hondius as part of the Hondius system. In return, Hondius agreed to supply water from the main line to new users (all service lines to individual cabins to be entirely the responsibility of the users). Users would pay him a fixed fee, initially set at $15 per year for a cabin with one tub, one sink, one toilet and one lavatory – no irrigation or sprinkling was allowed.

Thus, by early 1922 Hondius water was available to buyers in Low's development. (My grandfather bought our land September 1, 1922.)

For the next 10 years no significant changes occurred and building was active in the new development. However, a cloud was building. Rocky Mountain National Park was formed in 1915 and was in the process of consolidating its border ownerships and eliminating non-conforming land uses in the Park. Hondius' holdings in Beaver Meadows were directly in this path.

In March of 1932 the Park bought all of Hondius' holdings for $142,000. This included the water system and all of its assets. It also was the beginning of problems with the Park, which did not view the water facilities as consistent with long-term wilderness objectives..

After the 1932 purchase the Park granted Mrs. Hondius, now a widow, a 25-year permit to continue water operations, at a fee of $25 per year, so as to minimize difficulties for the users of the line. However, it was perfectly clear that the Park could move to eliminate the operation within its boundaries in the fairly near future.

The first attempt to obtain a replacement source of water came in 1945. Mr. Alwyn Heffner, who built the first cottages where Anderson's Wonderview Motel now stands, negotiated a plan with the town of Estes Park and Larimer County to build a 4-inch line to the Park boundary and supply town water through it. This plan would have required that our area be annexed to Estes Park.

Now we begin to see the basic political forces and conflicts of interest that have acted to make solution to the water issue difficult. There are Colorado residents who use some of this

water, and many who are not Colorado residents. Colorado residents are eligible voters if the area becomes annexed to the town. Those homeowners who are not Colorado residents are not eligible voters if the area is annexed. There are year-around residents and there are summer residents (some of whom live in Colorado and some of whom do not.). Any arrangement that provides year-around water service to all properties after annexation would make the costs to summer-only residents go up. Annexation affects not only water, though at this time we could not get city water without annexation. For example, once annexation has occurred, the Colorado residents in the area could vote for other municipal services like paved roads, street lights, and sewers, and all homeowners, including the non-residents, would be required to pay for them.

Mrs. Hondius was opposed to the Heffner plan because of the income loss she would suffer. She argued that the plan would cost too much for summer-only users, and won a majority victory. Heffner's plan was dead.

The Park was now making their concerns about continued water operations more explicit orally but not yet in writing. Bill Grove, at the same fee, bought the line from Mrs. Hondius and continued to obtain annual operating permits to continue operation. He told us, in writing, that he was simply a Park concessionaire and could not make promises about the future.

In 1975 a truly major effort was made (by a large group of water users) to obtain a new delivery system. The High Drive Water District, a legal Colorado entity with taxing powers, was formed to raise money necessary to build a completely new, winterized system designed by DMJM, an eminent engineering consulting firm.

When the District was ready to proceed, a few landowners within the district boundary sued the District, raising the issue of taxation without representation. These landowners were not Colorado residents. They had adequate wells and, as non-residents, would have no vote on District taxes or management. They asked to be released from the District and the District refused, fearing it would establish a precedent that others could follow and jeopardize the viability of the project. The issue went to the courts and stayed there for 10 years as costs kept rising. The issue went to the U.S. Supreme Court but was finally settled in favor of the District. By this time costs had increased to the point where the project could not succeed financially.

Bill Grove was unable to continue operations with the gravity-flow system from inside the Park and sold the line to the same group, which had pressed the lawsuit. They had no desire to operate the line but hoped to protect subscribers from a complete breakdown in their water service. To this end, they offered to sell the line for $1 to the High Drive Property Owners Association, adding that they could no longer be responsible for the water service in the future.

The HDPOA had a major dilemma. The HDPOA was a loosely knit organization that was in no position to run a serious economic enterprise, yet it represented many households, which would be devastated, if water supply ceased. The HDPOA asked the High Drive Water District (now with no project but with viable management and financing strength) to take over operations of the water system under a management agreement with the HDPOA. The District spent much of its remaining cash reserves to repair and maintain the old line.

For a short time this worked, but tensions were mounting among users with different interests. It was a decidedly difficult time from 1975 to 1995. Then, in 1995 the final shoe dropped. The Superintendent of the National Park, in writing and with apparent Washington backing, stated that no more permits for use would be issued. There could be one more year of operation if clear-cut progress toward ceasing operations in the Park was evident.

Some water users urged suing the Park. Even more users felt that legal fees would be exorbitant and that the District might lose. Also, even if it prevailed, the facilities in the Park

were 80 years old and in immediate need of major repair if not replacement. The cost of repair and replacement was sure to be high, and the Park could deny access for construction and maintenance. It seemed evident that continued use of Beaver Creek water was out of the question.

Recognizing this, the High Drive Water District used its remaining funds to employ Rocky Mountain Consultants to prepare a plan (based on an alternative they had suggested earlier) that would involve purchase of bulk water from the Town and pump it uphill, using a new system of winterized pump stations and reservoirs. The system would cost more than a million dollars, not including the cost of branch lines and tap fees of many thousands of dollars per residence. The Town of Estes Park was willing to lend the money for this system (at low municipal rates) if the entire High Drive area was annexed to the Town.

There was considerable opposition to this plan. About half the area was already receiving Town water year-around, or had wells, and had no interest in being taxed for a system that would not benefit them. Summer residents did not want to pay for a year-around system. To gage public attitudes, the Town required that a "straw" vote be taken and annexation was voted down by more that 2 to 1.

Another alternative plan, using many existing Hondius lines, had been suggested in 1994 by the Consultants and was now improved through discussions with local residents. The Town had extended its lines to the intersection of Larkspur Road and Larkspur Lane, so a direct connection to a new Hondius system-with 4" pipe and a vault to contain pumps-was possible at that point. No new pipe rights-of-way were needed.

Cost was reduced and the project could be completed without annexation. It was not designed to provide winter water but it would serve better than the old Hondius system. It did require use of the Buck Creek reservoir inside the Park. The Park agreed to this and allowed it by means of a 25 year, no cost, right-of-way agreement.

The High Drive Water District could be dissolved and a new Hondius Water Users Association was formed (with all members having a vote regardless of place of permanent residence.) A five member Board of Directors supervises operations.

The first step, after receiving general approval from the Town, was to receive approval from the Northern Colorado Water Conservancy District and the local Municipal Subdistrict. These Districts develop water reservoir projects such as the Shadow Mountain Reservoir. It collects water for delivery to the East slope through the Adams tunnel under the Continental Divide. The tunnel delivers water to Lake Estes for distribution to area communities. Each individual water user must apply for membership in the Water District and be accepted. The HWUA prepared application material for all of its members and most did apply and were accepted. These members are now guaranteed water access. Others, who have felt their wells to be adequate, can still apply as long as the District accepts new members. Continuation of acceptance depends on remaining water supply-which is rapidly deteriorating.

With Conservancy District approval, a detailed contract to purchase "bulk" water was negotiated with the Town. The contract gives the HWUA the right to purchase water in perpetuity. Amazing protection in a land where water is "gold".

A legal step was now required to return management of the line to the High Drive Property Owners Association and ultimately to the new HWUA. This led to Court approval of dissolution of the HDWD since it no longer had a function to perform.

Construction contracts and operating policies could now be developed and work began. Capital costs would be shared on the basis of residential units involved. Water charges would be

based on metered use. Members of the HWUA have been promptly responsive to capital and water use assessments. Bank loans are now retired.

Initially, the Park attempted to supply its housing within Park boundaries through the old, but badly damaged Hondius pipe. This proved not to be cost effective and the Park now supplies their own water to these houses through new pipe paid for by the Government. As a result, tension between Park and Hondius users is eliminated and a new and better relationship established.

Since water is now supplied from the Town rather than the Park, highest delivery volume and pressure is at the lower (rather than the upper) end of the system. This required new pipe to be buried at 4-5 feet of depth so that soil overburden keeps the pipe from blowing out of the ground. As pressure is reduced through use, the original surface pipe at the upper end is used. An unplanned side effect of this is availability of winter supply, using Town water pressure only, to properties that can receive water from the deeply buried segment of the new line. In the future, water service in winter could be extended if funding is available.

So - we came to today. We have a proven, workable, Town treated and secure water supply, in place of the dilapidated and insecure supply through the Park. But, for 78 years, the old (and now the new) has done yeoman service. And we thank Pieter Hondius, Baldwin, Low, the HDWD and the HWUA. They took on the issues, argued, gambled - and did it. All of the people involved - including friends and spouses - have made their contributions. Before waxing too euphoric, realism recognizes that there will be further costs, from time to time, as old pipe requires replacement and general maintenance is needed.

Summarizing:

- We have (in place) a safe, secure and efficient water supply.
- All property owners who use HWUA water have an equal vote.
- Capital cost per unit is well under $2,000.
- There are no tap fees and no minimum payments.
- The volume of water used by members is limited only if the Town adopts emergency use controls as could be necessary in the future.
- Water cost is low for those who are here a relatively short time each year – and reasonable for others. For summer users there is no extra cost because of winter use. Cost of water used is determined by meter volume multiplied by a uniform charge per gallon.

The history of almost 100 years of water use in this area has been complicated and interesting. In many ways it is a mini-version of the story of water in the American West.

Ed Hartsook

STATE OF COLORADO Right-of-Way Permit No.: RMR-ROMO-6000-9052

(Replaces SUP # RMR-ROMO-6000-303)

United States Department of the Interior
National Park Service
Right-of-Way Permit for
Hondius Water Users Association

WHEREAS, Hondius Water Users Association, (hereinafter Permittee) has applied to the United States of America (hereinafter Permittor) for a right-of-way to operate and maintain an existing water storage facility within the boundaries of Rocky Mountain National Park (hereinafter Park), a unit of the National Park System, United States Department of the Interior; and

WHEREAS, the National Park Service (hereinafter Service) administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to the Act of January 26, 1915 (38 Stat. 798).

WHEREAS, the Director of the National Park Service (or his delegate) is required pursuant to 16 U.S.C. 1a-1 to authorize only those uses of land within the Park which will not be in derogation of the values and purposes for which the Park was established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 16 U.S.C. 79 authorizes the Director of the National Park Service (or his delegate) having jurisdiction over subject land, to permit an easement for a right-of-way for a period not exceeding 25 years, over, across and upon the lands and reservations of the United States for storage of water in an underground reservoir and transporting water through pipelines, upon a finding by the Director (or his delegate) that the right-of-way is not incompatible with the public interest; and

WHEREAS, the National Park Service has promulgated regulations at Title 36 Code of Federal Regulations, Part 14, regarding permits of rights-of-way over and across lands administered by the National Park Service; and

WHEREAS, the National Park Service has been delegated the authority to permit such right-of-way across land under the jurisdiction of the National Park Service pursuant to 245 Departmental Manual 5.1; and

WHEREAS, the National Park Service has determined that the proposed maintenance and operation of the subject storage and transport of water are neither incompatible with the public interest nor inconsistent with the use of such lands for Park purposes; and

WHEREAS, the Permittee has affirmed that the subject storage and transport of water will be on Park lands for a distance of approximately 9,800 feet, about 9,000 feet of which will be underground and about 800 feet will be aboveground. The purpose and intent of the use will be to provide domestic water service to selected park houses and to residents of the High Drive area on a seasonal basis.

WITNESSETH:

The United States, through the National Park Service, an agency of the Department of the Interior, acting pursuant to 16 U.S.C. 79 and its regulations at 36 CFR 14.1 et seq., hereby grants to Hondius Water Users Association, whose address is P.O. Box 1053, Estes Park, Colorado, a RIGHT-OF-WAY across Federal lands, to wit: Rocky Mountain National Park for the operation and maintenance of an underground reservoir and pipelines subject to the terms and conditions set hereinafter.

LEGAL DESCRIPTION OF RIGHT-OF-WAY

The Right-of-Way will include lands within Rocky Mountain National Park as listed in Appendix 1 and depicted on the Attached Map, Exhibit A.

AUTHORITY TO ENTER INTO AGREEMENT FOR GRANT OF RIGHT-OF-WAY

The Permittee represents and warrants to the Permittor that:

(1) It is duly authorized and empowered under applicable laws of the State and by its charter and bylaws to enter into and perform this agreement in accordance with the provisions hereof;

(2) Its Board of Directors, or duly authorized executive committee, has duly approved, and has duly authorized the execution, delivery, and performance by it of this agreement by the President of the company;

(3) That all action that may be necessary or incidental to the approval of this agreement, and the due execution, delivery, and performance hereof by the Permittee has been taken; and

(4) That all of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this agreement.

PERMITTED USE OF RIGHT-OF-WAY BY THE PERMITTEE

The right-of-way hereby permitted is for the sole purpose of operating and maintaining an underground reservoir and pipelines across the lands described in Exhibit A., application for which was made in writing to the Superintendent, Rocky Mountain National Park (hereinafter Superintendent) on July 1, 1996, by the Permittee. That in utilizing the right-of-way herein permitted, the Permittee agrees to comply with and be bound by laws and regulations regarding the use and occupancy of the lands administered by the Service and by the terms of this Permit.

DEVIATION FROM APPROVED RIGHT-OF-WAY

The Permittee agrees that it will not deviate from the location of the approved right-of-way in its operation and maintenance of the subject underground reservoir and pipelines. All ingress and egress for maintenance, and operation of the underground reservoir and pipelines shall be restricted to the permit of right-of-way herein. In the event that the Permittee determines that ingress and egress over Park lands not the subject of the permit of right-of-way herein are necessary for the maintenance and operation of the subject underground reservoir and pipelines, then the Permittee must apply, in writing, to the Superintendent for additional right-of-way for such ingress and egress.

EFFECTIVE DATE OF THE GRANT OF RIGHT-OF-WAY

The grant of the right-of-way hereby made shall terminate TWENTY FIVE (25) years from the effective date hereof, at noon, (Colorado) time, unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal law or regulation. The effective date of this permit shall be the date of its execution by the Permittor.

FEES FOR USE AND OCCUPANCY

The Permittor and Permittee understand and agree that the consideration for utilization of the lands, pursuant to the permit of right-of-way, for a governmental agency is waived according to 36 CFR 14.26(c)(1). The Permittee further agrees that in the event the subject right-of-way is renewed, pursuant to the provisions for such renewal, then the consideration for said renewal might reflect the fair market value of the use of the lands for the term of the renewal of said permit of right-of-way, if applicable.

RENEWAL OF RIGHT-OF-WAY

Unless relinquished, abandoned, or otherwise terminated pursuant to the provisions of the permit or of any applicable Federal law or regulations, the Permittee may make application to the Superintendent, within six (6) months of its expiration date, for renewal of the permit of right-of-way herein.

Upon request, the Permittee shall file, in accordance with existing National Park Service regulations, a written application to renew the right-of-way permitted herein, and shall agree to comply with all the laws and regulations existing at such application date governing the occupancy and use of the lands of the Permittor for the purposes desired. The existing right-of-way will be extended subject to then existing and future rules and regulations, pending consideration of the application for renewal.

DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the subject right-of-way permit by expiration or by prior cancellation, in the absence of any agreement to the contrary, if all monies due the Permittor thereunder have been paid, the Permittee shall be allowed six (6) months, or such additional time as may be granted, in which to remove from the right-of-way all property or improvements of any kind placed thereon by them; and if not removed within the time allowed, all such property and improvements shall become the property of the Park.

NONUSE OR ABANDONMENT

It is hereby understood and agreed by the parties hereto that all or any part of the right-of-way permitted herein may be forfeited and annulled by declaration of the Permittor in the event of nonuse for a period of two years or for abandonment by the Permittee.

FEES AND REIMBURSEMENT OF COSTS

Pursuant to 36 C.F.R. 14.22(a)(2)(iii) for Federal Government agencies payment of fees and expenses incurred by the Service as a result of this Permit are waived.

TERMS AND CONDITIONS

The permit herein made is subject to the following terms and conditions:

(1) This permit shall not be construed as a permit of permanent interest of right-of-way or as

an abandonment of use and occupancy of the premises described in this grant, anything herein contained to the contrary notwithstanding.

(2) This right-of-way permit may be terminated upon breach of any of the stated conditions or at the discretion of the Director of the National Park Service.

(3) The Permittee shall comply with all applicable State and Federal laws and existing regulations promulgated thereunder in the operation and maintenance of the underground reservoir and pipelines.

(4) The Superintendent shall be notified in writing no less than two weeks prior to the start of maintenance or repair on Park lands. All work on Park lands shall be completed to the satisfaction of the Superintendent or his representative.

(5) If any portions of the pipelines are to be installed underground within the road shoulders of public roads, they shall comply with the specifications of the highway department having jurisdiction. Detailed procedures of installation are also subject to approval in advance of construction by the Superintendent or his representative.

(6) If required, the Permittee shall file a license/permit bond with satisfactory surety payable to the Permittor to fully insure compliance with the permit terms and conditions.

(7) The Permittee shall pay the Permittor for any damage resulting from this permit which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described herein.

(8) Use by the Permittee of the land covered herein is subject to the right of the Permittor 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, trails, and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the Park to refrain from unduly interfering or preventing use of the land by the Permittee for the purposes intended under this Permit.

(9) The Permittee shall take adequate measures as directed and approved by the Superintendent to prevent or minimize damage to Park resources. This may include restoration, soil conservation and protection measures, landscaping with indigenous vegetation, and repairing roads, trails, fences, etc. The Permittee shall dispose of brush and other refuse as required by the Superintendent. The Superintendent or his/her representative may enter and inspect the area and facilities as deemed necessary and without restriction.

(10) The Permittee will halt any activities and notify the Superintendent upon discovery of archeological, paleontological, or historical findings. All artifacts unearthed are the property of the Park.

(11) Only vegetation that must be cut for maintenance or repair will be removed. No timber may be cut, destroyed, or removed without first obtaining a permit from the Superintendent. The Park will be reimbursed for the market value of the trees removed.

(12) Use of pesticides and/or herbicides in the maintenance operations on Park lands is strictly prohibited.

(13) Permittee shall have a right of ingress and egress within the right-of-way at all times for the purposes of maintaining, operating, or removing the underground reservoir and pipelines and appurtenances. Permittee shall also have the right to utilize the existing Buck Creek road within the park to access the reservoir, pipelines and appurtenances for as long as the road may exist. Vehicles utilizing the road will be limited to a gross vehicle weight of 15,000 pounds.

(14) Any underground utilities previously located within this right-of-way which are damaged or disrupted during maintenance shall be repaired or restored by the Permittee within four hours.

(15) In the event any facilities covered by this permit should interfere with future Park construction, the Permittee agrees to relocate them at no cost to the Permittor within sixty (60) days after written notice to a point designated by the Superintendent.

(16) The Permittee agrees to take such soil and resource conservation and protection measures, including weed control, on the right-of-way herein permitted as the Superintendent may request.

(17) The Permittee agrees to do everything reasonably within its power, both independently and on request of the Superintendent, to prevent and suppress fires on and adjacent to the right-of-way permitted herein.

(18) The Permittee agrees that the right-of-way granted herein shall be subject to the express condition that the exercise thereof will not unduly interfere with the management and administration by the United States of the lands affected thereby, and that the Permittee agrees and consents to the occupancy and use by the Permittor, its Grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal.

(19) The Permittee shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of maintenance.

(20) The Permittee agrees that the right-of-way granted herein shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Permittor to be necessary, without liability or expense to the Permittor, so as not to conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the Permittor.

(21) Upon expiration, revocation or termination of this grant, the Permittee shall leave the lands subject to the permit in as nearly the original condition as possible, as directed and approved by the Superintendent.

(22) During the performance of this permit, the Permittee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

(23) No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

(24) No transfer of the permit will be recognized unless and until it is first approved in writing by the Director of the National Park Service, or his designee. Such a transfer must be filed in accordance with existing regulations at the time of transfer, and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of the permit of right-of-way.

(25) This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

(26) Any alterations to this permit must be in writing and signed by the parties hereto. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

(27) Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

COMPLIANCE

Failure of the Permittee to comply with any provision of this right-of-way permit shall constitute grounds for immediate termination of this permit.

WAIVER NOT CONTINUING

The waiver of any breach of any provision of this right-of-way permit, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this permit.

IN WITNESS WHEREOF, the Superintendent of Rocky Mountain National Park, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this grant of right-of-way to be executed this day 22nd of July, 1996.

Acting Superintendent
Rocky Mountain National Park
United States Department of the Interior

ACCEPTED THIS 5th day of August, 1996.

EDMUND A. HARTSOOK

President
Hondius Water Users Association

Larimer County
State of Colorado.

Notary Public
State of Colorado
Dorothy A. Most

My Commission Exp
10-25-98.

Attest Notary Public.

APPENDIX 1

LEGAL DESCRIPTION

An easement for access and maintenance of the Hondius Water System, said easement located in a portion of Section 27 and Section 28, T5N, R73W of the 6th P.M., Larimer County Colorado and being more particularly described as follows:

ROADWAY DESCRIPTION

Commencing at the West quarter corner of said Section 27; whence the Center-West one sixteenth bears S 87°33'05"E 1352.36'; thence S 68°22'26"E 1440.28' more or less to the border of Rocky Mountain National Park and the centerline a 10 foot wide roadway access easement for the purpose of maintenance of the Hondius Water System and the TRUE POINT OF BEGINNING;

thence N 41°29'19"W 454.06'
thence N 68°02'16"W 416.31'
thence N 80°12'50"W 258.21'
thence N 81°25'45"W 81.85'
thence N 60°49'33"W 86.84'
thence N 53°24'03"W 206.39'
thence N 62°26'32"W 86.22'
thence N 81°08'39"W 66.73'
thence S 73°27'47"W 66.90'
thence S 59°19'18"W 75.93'
thence S 78°41'05"W 73.15'
thence N 68°30'14"W 109.26'
thence N 32°47'48"W 62.15'
thence N 24°14'44"E 25.63'
thence N 52°20'26"E 39.86'
thence N 30°31'26"E 103.65'
thence N 02°31'54"E 152.34'
thence N 02°06'15"E 61.60'
thence S 56°52'36"E 37.61'
thence S 39°28'12"W 53.12'

to the terminus of the roadway access easement. (AS SHOWN ON ATTACHED EXHIBIT "A")

WATERLINE DESCRIPTION

Commencing at the West quarter corner of said Section 27; whence the Center-West one sixteenth bears S 87°33'05"E 1352.36'; thence S 68°22'26"E 1440.28' more or less to the border of Rocky Mountain National Park and the centerline of a 10 foot wide water utility easement for the purpose of maintenance of the Hondius Water System and TRUE POINT OF BEGINNING;

thence N 41°29'19"W 454.06'
thence N 68°02'16"W 416.31'
thence N 80°12'50"W 258.21'
thence N 81°25'45"W 81.85'

thence N 60°49'33"W 86.84'
thence N 53°24'03"W 206.39'
to the terminus of the water utility easement (SHOWN AS WATER SEGMENT ONE ON ATTACHED EXHIBIT "A")

Commencing at the West quarter corner of said Section 27; whence the Center-West one sixteenth bears S 87°33'05"E 1352.36'; thence N 21°55'51"E 201.04' to the Southeast corner of a water utility easement for the purpose of maintenance of the Hondius Water System and the TRUE POINT OF BEGINNING;
thence N 40°37'53"W 527.74'
thence S 39°28'12'W 53.12'
thence S 16°02'55'E 382.02'
thence N 88°23'39"E 271.92'
to the TRUE POINT OF BEGINNING (SHOWN AS WATER SEGMENT TWO ON ATTACHED EXHIBIT "A")

COMMENCING at the West quarter corner of said Section 27; whence the center West one sixteenth bears S 87°33'05"E 1352.36'; thence N 47°43'17"W 265.89' to the centerline of a 10 foot wide water utility easement for the purpose of maintenance of the Hondius Water System and the TRUE POINT OF BEGINNING;
thence S 35°13"48"W 44.26'
thence S 70°39'33"W 77.03'
thence N 82°34'54"W 30.13'
thence S 68°33'52"W 16.21'
thence S 10°27'39"W 36.90'
thence S 28°16'03"W 38.24'
thence S 44°29'50"W 64.67'
thence S 56°30'45"W 131.12'
thence S 70°00'20"W 28.31'
thence S 74°21'26"W 38.54'
thence N 68°13'24"W 47.06'
thence S 82°46'28"W 12.78'
thence S 02°22'00"W 66.49'
thence S 18°01'36"W 103.49'
thence S 30°32'34"W 46.26'
thence S 39°07'43"W 40.09'
thence S 51°36'39"W 35.17'
thence S 35°49'24"W 99.54'
thence S 06°03'50"W 98.90'
thence S 19°26'10"W 117.60'
thence S 16°40'16"W 187.96'
thence S 37°14'28"W 58.32'
thence S 57°20'37"W 117.05'
thence S 80°23'49"W 17.26'

thence S 68°44'52"W 103.99'
thence S 63°20'24"W 166.26'
thence S 57°34'18"W 83.98'
thence S 62°45'50"W 141.06'
thence S 64°53'14"W 77.82'
thence S 62°47'52"W 97.98'
thence S 56°51'21"W 32.98'
thence S 66°43'12"W 90.44'
thence S 77°12'43"W 124.29'
thence S 79°32'32"W 238.71'
thence S 86°46'00"W 84.38'
thence S 87°56'33"W 45.27'
thence N 56°14'10"W 92.47'
thence N 63°37'48"W 111.36'
thence N 79°12'01"W 81.08'
thence N 77°16'56"W 133.66'
thence N 89°53'17"W 109.92'
thence N 81°32'04"W 139.89'
thence S 87°39'35"W 90.93'
thence N 87°44'04"W 106.47'
thence N 69°32'26"W, 65.04'
thence N 54°45'22"W 62.24'
thence S 72°11'58"W 39.59'
thence N 17°48'02"W 20.00'
thence N 72°11'58"E 20.00'
thence S 17°48'02"E 20.00'

to the terminus of the water utility easement (SHOWN AS WATER SEGMENT THREE ON ATTACHED EXHIBIT "A").

COMMENCING at the West quarter corner of said Section 27; whence the Center-West one sixteenth bears S 87°33'05"E 1352.36'; thence N 82°56'04"W 367.51' to the Northeast corner of a water utility easement for the purpose of maintenance and installation of a pump station in the Johnson house for the Hondius Water System and the TRUE POINT OF BEGINNING;

thence S 08°36'02"E 68.00'
thence S 54°02'57"E 40.00'
thence S 35°57'03"W 36.00'
thence N 54°02'57"W 40.00'
thence N 34°21'38"W 60.87'
thence N 44°29'50"E 64.67'

to the TRUE POINT OF BEGINNING (SHOWN AS WATER SEGMENT FOUR ON ATTACHED EXHIBIT "A").

COMMENCING at the West quarter corner of said Section 27; whence the Center-West one sixteenth bears S 87°33'05"E 1352.36'; thence S 53°50'21"W 2093.59' to the centerline of a 10 foot wide water utility easement for the purpose of maintenance of the Hondius Water System and the TRUE POINT OF BEGINNING;

thence S 18°01'57"E 112.79'
thence S 06°55'16"E 128.62'
thence S 01°35'22"W 46.55'

more or less to the North boundary of the Hefler parcel and the terminus of the water utility easement (SHOWN AS WATER SEGMENT FIVE ON ATTACHED EXHIBIT "A")

COLORADO REGISTERED RICHARD A. ENGLAND 29415 PROFESSIONAL LAND SURVEYOR

Richard A. England, PLS 29415

ROCKY MTN. NATL. PARK

MAR 8 2 48 PM '63

March 5, 1963

L54-RLW

Memorandum

To: Regional Director, Midwest Region

From: Hydraulic Engineer, Branch of Water Resources

Subject: Water Right Docket No. 4, Rocky Mountain

Data pertinent to the Grove permissive use of the Hondius-Beaver pipe line has been included as the bottom item of the related top section of the subject docket and by copy of this memorandum is supplied for each field docket folder.

SIGNED

Gordon W. Robertson

Enclosure

cc:
Superintendent, Rocky Mountain, w/c enc.
Chief, WCDC (2), w/c enc.

Recorded at 1:44 o'clock P M. SEP 27 1947 BOOK 841 PAGE 63
Reception No. 537394 Recorder.

Bargain Sale Deed

THIS DEED, Made this 30th day of August in the year of our Lord one thousand nine hundred and Forty-seven between

John M. Carmack

of the County of Larimer and State of Colorado, of the first part,

and

William F. Grove

of the County of Larimer and State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Dollars and other valuable consideration

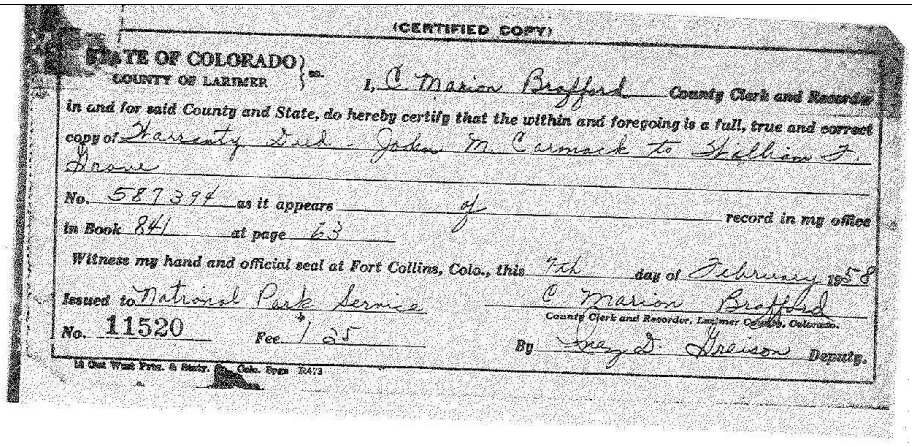
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part his heirs and assigns forever, all the following described property

of land; situate, lying and being in the County of Larimer and State of Colorado, to-wit:

That domestic water system known as the "Hondius-Beaver Pipe Line and as "Hondius Water Supply" and as "Hondius Pipe Line" insofar as the same is situate in the East Half of the Southwest Quarter (E½SW¼) and the Southeast Quarter (SE¼) of Section Twenty-seven (27), Township Five (5) North, Range Seventy-three (73) West of the Sixth (6th) P.M. and outside Rocky Mountain National Park, said water system being more particularly shown on that map and statement thereof No. 16549 filed in the office of the State Engineer of Colorado in 1936; together also with first party's rights under special use permit dated February 20, 1932, from the National Park Service of the United States for the use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs, and sources of water therefor within Rocky Mountain National Park and all rights or preferences first party may have for renewal or transfer of such special use per permit; conveying hereby all mains, pipes, reservoirs, hydrants, taps, valves, structures, and appliances of any kind pertaining to said water system outside the National Park and all tools, supplies, and equipment used therewith, and all rights to use of water and rights of way held or acquired in connection therewith and all extensions and betterments which shall hereafter be made to said system; together also with all rights under contracts of Ebenezer M. Hondius relating to said water system or now held by her and all rights of way therefor and privileges to use of water therefrom and subject to obligations thereof insofar as now in force; together also with the right to construct a reservoir below surface of the ground and right of way for water mains to and from said reservoir, on a tract described as follows: Commencing at the South quarter corner of said Section Twenty-seven (27), thence running West 140 feet, North 1320 feet, Northeasterly 110 feet to the public road, thence Southeasterly along said road to a point which is 450 feet North of the South quarter corner, thence running South 450 feet to the point of beginning; excepting and reserving, however, to Ebenezer M. Hondius, her heirs and assigns, the right to make five connections with said water system on customary regulations and charges for use of water for domestic purposes for five dwellings on 25 acres in the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of said Section Twenty-seven (27) adjacent to the National Park Service Utility Area.

Said William F. Grove agrees that he will operate the property conveyed as a domestic water system and will diligently maintain the same and keep it in good repair.

No. 502. WARRANTY DEED.—The Bradford-Robinson Ptg. Co., Mfrs., Bradford-Robinson Loose-Leaf Blanks, 1624 Stout St., Denver, Colo.



(CERTIFIED COPY)

STATE OF COLORADO }
COUNTY OF LARIMER } ss.

I, C. Marion Brafford County Clerk and Recorder in and for said County and State, do hereby certify that the within and foregoing is a full, true and correct copy of Warranty Deed - John M Carmack to William F. Grove

No. 587394 as it appears of record in my office
in Book 841 at page 63

Witness my hand and official seal at Fort Collins, Colo., this 7th day of February 1958

Issued to National Park Service

C Marion Brafford
County Clerk and Recorder, Larimer County, Colorado.

No. 11520 Fee $ 1.25

By Hazel D. Greison Deputy.

14 Out West Prtg. & Stnty. Co. Form 16473

BOOK 841 PAGE 64

TOGETHER with all and s. ,ular the hereditaments and appurtenances reunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto William F. Grove

the said party of the second part his heirs and assigns forever.

And the said John M. Carmack

party of the first part,

for himself heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except the 1947 taxes which are due in 1948; except also a deed of trust securing Eleanor L. Mondius a note for the original principal sum of $7,200, balance due on which note is $6,400, all of which the party of the second part assumes and agrees to pay, with interest on said note from October 1, 1948.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of } John M. Carmack [SEAL]

STATUTORY ACKNOWLEDGMENT. SESSION 1927

STATE OF COLORADO, }
County of Larimer } ss.

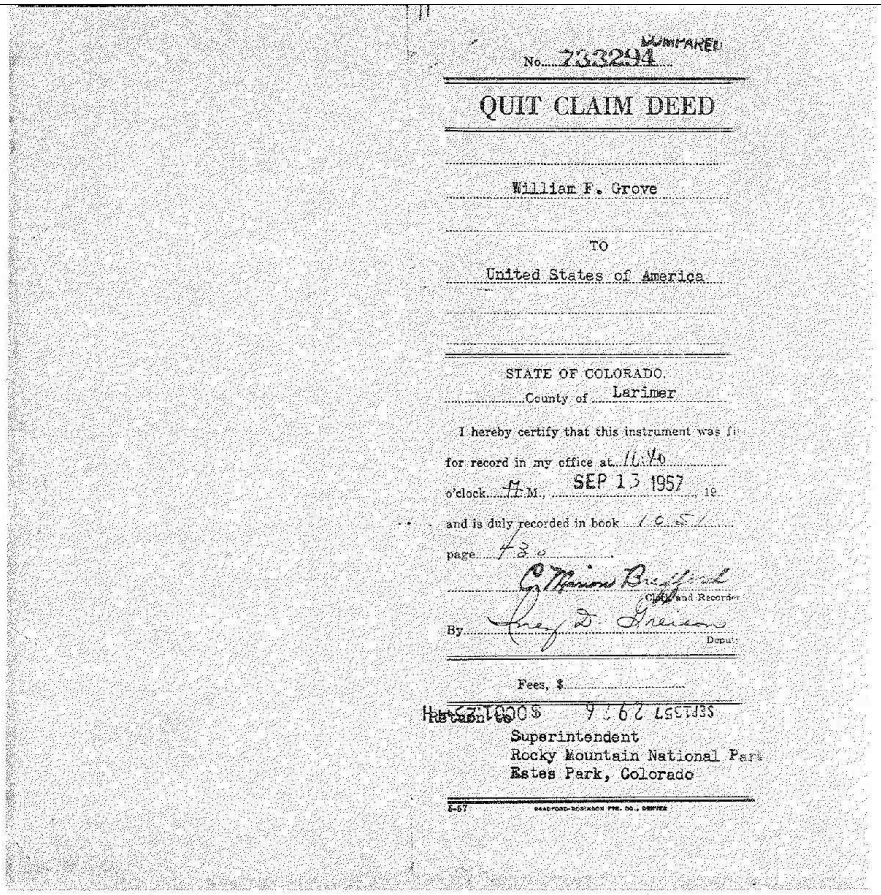
The foregoing instrument was acknowledged before me this 12 day of September A.D. 1949, by John M. Carmack

Witness my hand and official seal.

My commission expires

My commission expires June 21, 1948 Bertha Ramsey

(If by natural person or persons here insert name or names; if by person acting in representative or official capacity, then insert name of person as executor, attorney-in-fact, or other capacity or description; if by officers of corporation, name of such officer or officers, as the president or other officers of such corporation, naming it)



No. 733294 WARRANTY

QUIT CLAIM DEED

William F. Grove

TO

United States of America

STATE OF COLORADO,
County of Larimer

I hereby certify that this instrument was fi
for record in my office at 11:40
o'clock A.M., SEP 13 1957 19
and is duly recorded in book 105
page 130

G. Marion Bradford
County Recorder
By Mary D. Greiner
Deputy

Fees, $

Return to
Superintendent
Rocky Mountain National Park
Estes Park, Colorado

4-57 BRADFORD-ROBINSON PRG. CO., DENVER

BOOK 1051 PAGE 430

Recorded at 1 10 o'clock A M., SEP 13 1957

Reception No. 733294 C. Marcus Bufford Recorder

THIS DEED, Made this 12th day of

September in the year of our Lord one thousand nine hundred and fifty seven,

between William F. Grove

of the County of Larimer

and State of Colorado, of the first part, and

The United States of America and/or its assigns

of the ~~State of Colorado~~ Government

of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

---------- Ten and no/100----- DOLLARS,

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these present does remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described pipe line and right-of-way situate, lying and being in the County of Larimer and State of Colorado, to-wit:

Any and all pipe, pipelines and rights-of-way appurtenant thereto or connected therewith, used in the supplying of water from the Hondius-Beaver Pipe Line, situate and being in, on or extending across that part of the South one-half of Sections 27 and 28, Township 5 North, Range 73 West of the 6th Principal Meridian, lying South of the South boundary line of the High Drive Road.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

William F. Grove [SEAL]

William F. Grove

[SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO, }
County of Larimer } ss.

The foregoing Instrument was acknowledged before me this 12th day of September A.D. 19 57, by William F. Grove.

My Commission expires June 17, 1961. Witness my hand and official seal.

Ray Humphrey
Notary Public

(If Grantor or Grantee here insert name or names if by person acting in representative or official capacity or as attorney in fact or other capacity or agent, as the case may be, insert name of person as executor, attorney-in-fact or other capacity or agent, and name of corporation or estate, as the president or other officers of such corporation.)

April 9, 1953

STATEMENT

For general conditions relating to adjudication and decree, see Rocky Mountain National Park Docket No. 13.

(SGD.) A. VAN V. DUNN
A. van V. Dunn
Chief, Water Resources Branch

The Larimer County Abstract Co. 586548 Entry No. 16

Eleanor E. Hondius

to

John M. Carmack

BARGAIN AND SALE DEED
Dated August 8, 1945
Ack. August 8, 1945 before
Cleta Burnham, N.P.
Seal. Weld County, Colorado
Recorded September 9, 1947 at
8:10 A. M. in
Book 840, page 124

Conveys: That domestic water system known as "Hondius-Beaver Pipe Line; and as "Hondius Water Supply" and as "Hondius Pipe Line" insofar as the same is situate in the E½ of the SW¼ and the SE¼ of Sec. 27, Twp. 5 N. R. 73 W. 6th P. M., and outside Rocky Mountain National Park, said water system being more particularly shown on that map and statement thereof No. 16549 filed in the office of the State Engineer of Colo., in 1939; together also with first party's rights under special use permit dated February 23, 1932, from the National Park Service of the U.S. for use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs, and sources of water therefor within Rocky Mountain National Park and all rights or preferences first party may have for renewal or transfer of such special use permit; conveying hereby all mains, pipes, reservoirs, hydrants, taps, valves, structures, and applicances of any kind relating to said water system outside the National Park and all tools, supplies, and equipment used therewith, and all rights to use of water and rights of way held or acquired in connection therewith and all extensions and betterments which shall hereafter be made to said system; together also with all rights under contracts of Eleanor E. Hondius relating to said water system or now held by her and all rights of way therefor and privileges to use of water therefrom and subjet to obligations thereof insofar as now in force; together also with the right to construct a reservoir below the surface of the ground and a right of way for water mains to and from said reservoir on a tract described as follows:

Commencing at the S¼ corner of said Sec. 27, thence running W. 140 feet, N. 1220 feet, NErly 110 feet to the public road, thence SErly along said road to a point which is 450 feet N. of the S¼ corner, thence running S. 450 feet to the point of beginning;

excepting and reserving, however, to Eleanor E. Hondius, her heirs and assigns, the right to make five connections with said water system on customary regulations and charges for use of water for domestic purposes for five dwellings on 25 acres in the SE¼ of the SW¼ of said Sec. 27, adjacent to the National Park Service utility area; subject to taxes of 1945 payable in 1946, which the second party assumes.

$6.80 I.R.S.

13

(Entry 16 - Deed to U. S. By Eleanor Hondius- Abstract of Title to Part SE¼ of SW¼ Sec. 27, Township 5 N, Range 73 W, 6th P.M. Tract 1,000.)

BARGAIN AND SALE DEED

John M. Carmack
to
William F. Grove

$8000.00

August 30, 1947
Recorded September 24, 1947,
in Book 641 at Page 63.

Conveys: That domestic water system known as the "Hondius-Beaver Pipe Line" and as "Hondius Water Supply" and as "Hondius Pipe Line" in so far as the same is situate in the East half of the Southwest Quarter and the Southeast Quarter of Section 27, Township 5 North, Range 73 West of the 6th P.M., and outside Rocky Mountain National Park, said water system being more particularly shown on that map and statement thereof, No. 16849, filed in the office of the State Engineer of Colorado in 1939; also together with first party's rights under special use permit dated February 23, 1932, from the National Park Service of the United States for the use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs and sources of water therefor within Rocky Mountain National Park and all rights or preferences first party may have for renewal or transfer of such special use permit; also conveying hereby all mains, pipes, reservoirs, hydrants, taps, valves, structures, and appliances of any kind relating to said water system outside the National Park, and all tools, supplies, and equipment used therewith, and all rights to use of water and rights-of-way held or acquired in connection therewith, and all extensions and betterments which shall hereafter be made to said system; also together with all rights under contracts of Eleanor E. Hondius relating to said water system or now held by her and all rights-of-way therefor insofar as now in force; also together with the right to construct a reservoir below the surface of the ground and right-of-way for water mains to and from said reservoir on a tract described as follows:

> Commencing at the South Quarter Corner of said Section 27, thence running West 140 (?) feet; North 1220 feet; Northeasterly 110 feet to the public road; thence Southeasterly along said road to a point which is 450 feet North of the South Quarter Corner; thence running South 450 feet to the point of beginning;

excepting and reserving, however, to Eleanor E. Hondius, her heirs and assigns, the right to make five connections with said water system on customary regulations and charges for use of water for domestic purposes for five dwellings on 25 acres in the Southeast Quarter of the Southwest Quarter of said Section 27 adjacent to the National Park Service Utility Area.

Said William F. Grove agrees that he will operate the property conveyed as a domestic water system and will diligently maintain the same and keep it in good repair.

Except the 1947 taxes which are due in 1948.

BARGAIN AND SALE DEED

John K. Carmack
to
William F. Grove

August 30, 1947
Recorded September 24, 1947,
in Book 841 at Page 63.

Conveys: That domestic water system known as the "Hondius-Beaver Pipe Line" and as "Hondius Water Supply" and as "Hondius Pipe Line" in so far as the same is situate in the East half of the Southwest Quarter and the Southeast Quarter of Section 27, Township 5 North, Range 73 West of the 6th P.M., and outside Rocky Mountain National Park, said water system being more particularly shown on that map and statement thereof, No. 16549, filed in the office of the State Engineer of Colorado in 1939; also together with first party's rights under special use permit dated February 23, 1932, from the National Park Service of the United States for the use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs and sources of water therefor within Rocky Mountain National Park and all rights or preferences first party may have for renewal or transfer of such special use permit; also conveying hereby all mains, pipes, reservoirs, hydrants, taps, valves, structures, and appliances of any kind relating to said water system outside the National Park, and all tools, supplies, and equipment used therewith, and all rights to use of water and rights-of-way held or acquired in connection therewith, and all extensions and betterments which shall hereafter be made to said system; also together with all rights under contracts of Eleanor E. Hondius relating to said water system or now held by her and all rights-of-way therefor insofar as now in force; also together with the right to construct a reservoir below the surface of the ground and right-of-way for water mains to and from said reservoir on a tract described as follows:

> Commencing at the South Quarter Corner of said Section 27, thence running West 140 (?) feet; North 1220 feet; Northeasterly 110 feet to the public road; thence Southeasterly along said road to a point which is 450 feet North of the South Quarter Corner; thence running South 450 feet to the point of beginning;

excepting and reserving, however, to Eleanor E. Hondius, her heirs and assigns, the right to make five connections with said water system on customary regulations and charges for use of water for domestic purposes for five dwellings on 25 acres in the Southeast Quarter of the Southwest Quarter of said Section 27 adjacent to the National Park Service Utility Area.

Said William F. Grove agrees that he will operate the property conveyed as a domestic water system and will diligently maintain the same and keep it in good repair.

Except the 1947 taxes which are due in 1948.

CONTRACT

THIS CONTRACT, made and entered into this_____day of_____

19_____by and between P. Hondius, party of the first part, and_____

_____party of the second part, is upon the following terms and conditions, to-wit:

I.

This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators, or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate the same upon thirty days written notice of such election. Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons, jointly, as may be entitled to service from said plant, in which event the said users of water shall become the joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

II.

The said party of the first part hereby agrees to furnish, during the existence of this contract, an ample supply of water for domestic purposes, to be used in all cottages now constructed or hereafter to be constructed upon the following lands:_____

_____

_____

_____, in Larimer County, Colorado, as well as upon other and additional land. And for supplying such water the party of the first part has laid certain water mains or may lay such mains leading from certain springs, streams and from any reservoirs which may be constructed for the purpose of storing water, as may be found necessary and determined by the party of the first part, as the increase in the number of consumers may require. Provided, however, that the expense of piping from main line to the cottages of the party of the second part including corporation cock and expansion joint and in fact all plumbing except the main line shall be borne by the party of the second part, but the party of the second part shall make no connection with the main line without the consent of the party of the first part nor extend any plumbing already made without such consent and all connections and extensions shall be made and done under the direction of the party of the first part.

III.

The party of the first part agrees to furnish a continuous flow of water for domestic purposes, subject only to inevitable accident not due to the gross negligence of the party of the firt part, and subject further to the failure of the natural supply, and always subject to the rights granted in the contract dated December 2, 1910, and heretofore mentioned.

IV.

The party of the second part _____heirs, executors, administrators and assigns further definitely and expressly agree as follows:

1. That the party of the second part will place a shut-off or stop-box at some convenient place outside of each cottage and accessible to the party of the first part, and that the party of the first part is hereby given the right of ingress and egress to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

2. That all water rates herein are made payable in advance and that no person shall be entitled to water until the Rates therefor have been paid, and a request for water made directly to the party of the first part, or to such other person as he may designate.

3. That none of the users of water hereunder shall have the right to use the

(Continued on page 2.)

same for sprinkling, irrigation, nor for water motors or water power of any kind, and that no water shall be wasted in any way. That the party of the first part, or his authorized agent, shall have the right to inspect the plumbing on any premises and in any house using water for the purpose of detecting any leakage or waste of water, and that the right to use said water for domestic purposes shall not include the right to connect with barns or any other outhouse, and that in the event of leakage, waste or unauthorized use the party of the first part shall have the right to shut the water from the service pipes of the users until the proper conditions are made for authorized use only.

4. That the party of the second part,_____heirs, executors, administrators and assigns will pay as rental for the service herein agreed to be furnished the following rates:

For each cottage directly, or indirectly connected with said system the sum of

_____dollars for one sink, one lavatory, one water closet and one bath tub;

For each additional water closet_____dollars;

For each additional bath tub_____dollars;

For each additional lavatory_____dollars;

All of which rates shall be for the season beginning May 1st and ending September 30th of each year, or any part thereof.

IN WITNESS WHEREOF, The parties hereto have executed this contract in duplicate the day and year first above written.

_____

_____

CONTRACT

THIS CONTRACT, made and entered into this ..... day of .....,

19....., by and between P. Hondius, party of the first part, and.....,

party of the second part, is upon the following terms and conditions, to-wit:

I.

This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators, or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate the same upon thirty days written notice of such election. Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons, jointly, as may be entitled to service from said plant, in which event the said users of water shall become the joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

II.

The said party of the first part hereby agrees to furnish, during the existence of this contract, an ample supply of water for domestic purposes, to be used in all cottages now constructed or hereafter to be constructed upon the following lands: .....

.....

.....

....., in Larimer County, Colorado, as well as upon other and additional land. And for supplying such water the party of the first part has laid certain water mains or may lay such mains leading from certain springs, streams and from any reservoirs which may be constructed for the purpose of storing water, as may be found necessary and determined by the party of the first part, as the increase in the number of consumers may require. Provided, however, that the expense of piping from main line to the cottages of the party of the second part including corporation cock and expansion joint and in fact all plumbing except the main line shall be borne by the party of the second part, but the party of the second part shall make no connection with the main line without the consent of the party of the first part nor extend any plumbing already made without such consent and all connections and extensions shall be made and done under the direction of the party of the first part.

III.

The party of the first part agrees to furnish a continuous flow of water for domestic purposes, subject only to inevitable accident not due to the gross negligence of the party of the first part, and subject further to the failure of the natural supply, and always subject to the rights granted in the contract dated December 2, 1910, and heretofore mentioned.

IV.

The party of the second part..... heirs, executors, administrators and assigns further definitely and expressly agree as follows:

1. That the party of the second part will place a shut-off or stop-box at some convenient place outside of each cottage and accessible to the party of the first part, and that the party of the first part is hereby given the right of ingress and egress to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

2. That all water rates herein are made payable in advance and that no person shall be entitled to water until the Rates therefor have been paid, and a request for water made directly to the party of the first part, or to such other person as he may designate.

3. That none of the users of water hereunder shall have the right to use the same for sprinkling, irrigation, nor for water motors or water power of any kind, and that no water shall be wasted in any way. That the party of the first part, or his authorized agent, shall have the right to inspect the plumbing on any premises and in any house using water for the purpose of detecting any leakage or waste of water, and that the right to use said water for domestic purposes shall not include the right to connect with barns or any other outhouse, and that in the event of leakage, waste or unauthorized use the party of the first part shall have the right to shut the water from the service pipes of the users until the proper conditions are made for authorized use only.

4. That the party of the second part, ...heirs, executors, administrators and assigns will pay as rental for the service herein agreed to be furnished the following rates:

For each cottage directly, or indirectly connected with said system the sum of ..... dollars for one sink, one lavatory, one water closet and one bath tub;

For each additional water closet .....dollars;

For each additional bath tub .....dollars;

For each additional lavatory .....dollars;

All of which rates shall be for the season beginning May 1st and ending September 30th of each year, or any part thereof.

IN WITNESS WHEREOF, The parties hereto have executed this contract in duplicate the day and year first above written.

.....

.....

Randy Jones
11/19/2001 04:16 PM
MST

To: Ken Czarnowski/ROMO/NPS@NPS
cc:
Subject: Re: Hondius Beaver Pipeline water right

I agree, we should do nothing. Since we own it the private value is $0.

Randy Jones
Superintendent
Rocky Mountain National Park
Ken Czarnowski

Ken Czarnowski
11/14/2001 02:41 PM
MST

To: Randy Jones/ROMO/NPS@NPS, Tony Schetzsle/ROMO/NPS@NPS
cc: Karl Cordova/ROMO/NPS@NPS, Peter A Fahmy/FTCOLLINS/NPS@NPS
Subject: Hondius Beaver Pipeline water right

Randy: I spoke to Peter Fahmy and Jim Hall, the asst. Division Engineer in Greeley re the abandonment of the Hondius Beaver pipeline water right..

Jim realizes that we own the water right and it was last used in 1996; but, since the Upper High Drive water users filed a protest, he can't leave the water right on the abandonment list because state statutes require 10 years of documented non-use. Therefore he will delete it from the list.

Here are our options:

1. Do nothing and continue to assert ownership and prevent anyone from entering the park and diverting water.. The High Drive water users can then take us to State court and get a judgement. If they do nothing, the water right will appear on the 2010 abandonment list. By that time we will have 10 years of non-use.

2.. Trade the water right to the upper high drive water users for real estate of comparable value with the stipulation that the point of diversion be moved downstream outside the park.

In summary, I don't think Ed Hartsook and Co. will do anything. This is a water right with a very junior priority date and of little value. Option #1 would be very expensive with a strong likelihood of our ownership being upheld in Court.

I recommend we do nothing.

Ken

Ken Czarnowski, Chief
Division of Research and Resources Management
Rocky Mountain National Park
Estes Park, CO 80517

Phone: (970) 586-1263
Fax: (970) 586-1359

"Laura Hudson" <lhudson@forestry.umt.edu>
07/05/2001 06:39 PM MDT

To: Tara Williams, Tom Ulrich, Ron Thomas AT NP-ROMO@NPS_CCMAIL, Terry Terrell/ROMO/NPS, Michael Stops, Jack Potter, Marilyn Ostergren/Seattle/NPS, Richard Menicke, Leo Marnell, Geoff Gilbert, Ken Czarnowski/ROMO/NPS, Fred Bunch, Mike Britten/DENVER/NPS, Anita Arends AT NP-GRKO@NPS_CCMAIL, "tonnessen; kathy" <kat@forestry.umt.edu>
cc:
Subject: RM Network Conference Call

To All:

Most of you have responded, so I am going to set the date and time for our next conference call.

It will be on Monday, July 9th, at 1:00pm.

Everyone will need to call into 1-877-921-2611, then enter 172318#. I'm still trying to confirm this phone number and code with Mike Britten. I'll keep you posted if it changes.

Talk to you soon.

Laura Hudson, NPS/RM-CESU
University of Montana
School of Forestry
Missoula, MT 59812
406/243-5507

- winmail.dat

Received: from server2.umt.edu ([150.131.14.55]) by ccmail.itd.nps.gov with SMTP (IMA Internet Exchange 3.13) id 00C05E8A; Thu, 5 Jul 2001 18:56:32 -0400
Received: from SNOWMASS ([150.131.101.214])
 by server2.umt.edu (8.10.2/8.10.2) with SMTP id f65MxQk06102;
 Thu, 5 Jul 2001 16:59:26 -0600 (MDT)
From: "Laura Hudson" <lhudson@forestry.umt.edu>
To: "arends, anita" <anita arends@nps.gov>,
"britten, mike" <mike britten@nps.gov>,
"bunch, fred" <fred bunch@nps.gov>,
"czarnowski, ken" <ken czarnowski@nps.gov>,
"gilbert, geoff" <geoff gilbert@nps.gov>,
"marnell, leo" <leo marnell@nps.gov>,
"menicke, richard" <richard menicke@nps.gov>,
"ostergren, marilyn" <marilyn ostergren@nps.gov>,
"potter, jack" <jack potter@nps.gov>,
"stops, michael" <michael stops@nps.gov>,
"terrell, terry" <terry terrell@nps.gov>,
"thomas, ron" <ron thomas@nps.gov>,
"tonnessen, kathy" <kat@forestry.umt.edu>,
"ulrich, tom" <tom ulrich@nps.gov>,
"williams, tara" <tara williams@nps.gov>
Subject: RM Network Conference Call
Date: Thu, 5 Jul 2001 16:59:25 -0600

HONDIUS WATER USERS ASSOCIATION
P.O. Box 1053
Estes Park, Colorado 80517-1053

June 28, 2001

Mr. Richard L. Stenzel, P.E.
Colorado Division of Water Resources
800 8th Avenue, Room 321
Greeley, CO 80111

RE: Protest to the July 1, 2000 Abandonment List
Hondius Beaver Pipeline 1-6 Water Rights
Structure Numbers 554, 651, 653, 611, 612, 638

Dear Mr. Stenzel:

The Hondius Water Users Association hereby protests the inclusion of the Beaver Pipeline 1, 2, 3, 4, 5, and 6 in the July 1, 2000 abandonment list pursuant to Section 37-92-401 (3), C.R.S. (1989). These water rights are not abandoned. The Hondius Water Users Association (the Association) is presently processing the transfer its ownership interest to the Town of Estes Park as an alternate point of diversion. An application will be filed in coming months with the Water Court in and for Water Division 1. As you may be aware, the Association contracted for treated water service from Estes Park beginning in 1997. All or a portion of the Hondius Beaver Pipeline water rights may be transferred to the Town in return for service considerations pursuant to Town regulations.

The specific areas of the Association's protest are as follows:

1. The Hondius Beaver Pipeline (1-6) water rights were in continuous use from their original appropriation (1906) through 1997. During the time, the Hondius Beaver Pipeline water rights were used each and every year since construction of the pipeline to supply domestic and commercial water users as indicated on the original filing map for the water system;

2. In 1998, the Hondius Water Users Association began receipt of treated water from the Town of Estes Park pursuant to an Agreement for the Supply of Water to the Hondius Water Users Association, Inc. approved by the Town pursuant to Ordinance No. 14-96. The Agreement and related Town Ordinances allow for an adjustment of the "bulk water rate" paid by the Association to reflect the value associated with water rights contributed to the Town;

3. Members of the Association receive a portion of their water through the Town of Estes Park's participation in the Colorado Big Thompson Project managed and administered by the Northern Colorado Water Conservancy District. Project waters are a supplemental water supply to be used to enhance the limited native water supplies of the South Platte River basin. The Hondius Beaver Pipeline 1-6 water rights are a base water supply of the Association;

4. Pursuant to its various agreements and interest, the Association has no intent to abandon the water rights associated with the Hondius Beaver Water Pipeline 1, 2, 3, 4, 5, and 6.

Please find enclosed a check in the amount of $10.00 for the filing fee for this protest. We look forward to working with you to resolve this matter.

Sincerely,

Hondius Water Users Association

Ed Hartsook
President

RECEIVED
JUN 28 2001
WATER RESOURCES
DIVISION 1
GREELEY, COLORADO

GREGORY A. WHITE
Attorney At Law

June 27, 2001

MR. RICHARD L. STENZEL, P.E.
COLORADO DIVISION OF WATER RESOURCES
800 8TH AVENUE, ROOM 321
GREELEY, CO 80111

Re: RE: Protest to the July 1, 2000 Abandonment List
Hondius Beaver Pipeline 1-6 Water Rights
Structure Numbers 554, 651, 653, 611, 612, 638

Dear Mr. Stenzel:

I am the Town Attorney for the Town of Estes Park. The Town of Estes Park hereby joins in the protest of the Hondius Water Users Association of the inclusion of the Hondius Beavet Pipeline 1, 2, 3, 4, 5, and 6 in the July 1, 2000 abandonment list. In 1996, the Town and the Hondius Water Users Association entered into an agreement for the purpose of the Town providing water service to the Association. As a part of that agreement, the Town and the Association agreed to the transfer of any water rights owned by the Association to the Town. The parties are in the process of reviewing this transfer. It is the position of the Town of Estes Park that the above referenced water rights have not been abandoned as more fully set forth in the protest letter filed by the Association.

Accompanying this letter is the required $10.00 fee.

If you have any questions please do not hesitate to give me a call.

Very truly yours,

Gregory A. White

cc: Ed Harrsook, President Hondius
Water Users Association
Bill Linnane, Public Works Director

1423 West 29th St.
Loveland, CO 80538

(970) 667-5310
Fax (970) 667-2527

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado

IN REPLY REFER TO:
L3031
(Gillen)

September 25, 1962

Memorandum

To: Regional Director, Midwest Region

From: Superintendent

Subject: Relation of Gillen Tract 171-C Acquisition to United States' Interest in Hondius-Beaver Pipeline

Mr. Aiton's memorandum of August 17 referred to a memorandum of August 14, from A. van V. Dunn, Chief, Branch of Water Resources, which raised certain questions concerning the status of the Hondius-Beaver Pipeline as it relates to the acquisition of the Gillen Tract 171-C, now in process of being cleared for payment to the vendor. Mr. Dunn suggests that "this appears to be an excellent time to review the joint interests in the Hondius-Beaver Pipeline, and possible modification of the next permit to (Mr. William F. Grove)."

In acquiring the Hondius property in 1932, the United States also acquired the water rights and the distribution line of the Hondius-Beaver Pipeline within the Park boundary. However, even though we are the owners of the water rights, United States Attorney Worth Allen, during the adjudication hearings prior to 1941, acknowledged that "the Government recognizes that the users of the water for residence purposes have that right as going with the land, and that the United States took its interest in this Pipeline encumbered with that right." Thus, we relinquished our right to withdraw the water use privileges from those individuals who were being served by subject Pipeline at that time. The National Park Service then had a choice of either operating the Pipeline or permitting its operation by another party through a Special Use Permit. The latter choice was taken.

In 1941 there were 150 households being served domestic water from the subject Pipeline, and undoubtedly a few more households have been added to the line since that time. Through the acquisition of property in the East Approach Road program, 26 households were removed from the subject line. The current Special Use Permit refers to .11 cubic feet of water for the exclusive use of the United States and limits the Permittee to .22 cubic feet of water.

It is not feasible to attempt to identify the households which were served by the line at the time of the Government acquisition and separate them from those which have been connected to the line since that time, nor do we have any desire to do so. The Hoxie-Beaver Pipeline is already operating beyond capacity, and it is because only a part of the connected households are using the water at the same time that serious water shortages have not prevailed. Most of them are summer homes which are used infrequently. Furthermore, we do not feel it necessary, nor advisable from a public relations standpoint, to limit in any way the .22 cubic feet of water now permitted for Mr. Grove's distribution to the users. We now have adequate water available through recent land acquisitions such as Steeds Ranch, Brimwood, etc., for all future Service use on the east side of the Park. We would rather not reduce the .22 cubic feet of water used by Mr. Grove when we acquire the few remaining inholdings, such as the Gillen tract, which have a proportion of interest in the subject water supply. Instead, we prefer to retain our exclusive .11 cubic feet interest and allow the forces of supply and demand to control the distribution of the remaining .22 cubic feet.

Regarding modification of the Permit which is due for re-issuance January 1, 1963, we have the following thoughts:

1. In 1957 Superintendent Lloyd recommended that the new issuance of the Special Use Permit limit the period of year that the Permittee may take water from the Pipeline, i.e. May 15 to October 15 of each year. Subject Pipeline has always been for summer use only and the specific limitation to the summer period is well in line with its traditional use. Superintendent Lloyd's memorandum also suggested that the Permit indicate that the water which the Permittee is diverting is Government owned, and in general clarify the Government's position. These suggestions bear our concurrence.

2. It has also been suggested that a water meter be installed in the line to measure the exact amount of flow. We do not feel that a permanent installation is necessary or advisable, but do plan to make spot-check measurements during the winter. We can then determine the actual capacity and use ratio.

3. The traditional fee of $50 per year is also open to question, and it is our intention to investigate the rate of income and possibly increase the fee proportionately.

4. It is our intent to set forth in the conditions of the Permit that no new lookups will be allowed within the National Park boundary. This is directly in line with our policy of eventually eliminating all inholdings and it is certainly a position which we can defend.

Any further thoughts you may have on this matter will be appreciated.

(Signed) Allyn F. Hanks

Allyn F. Hanks
Superintendent

In duplicate

Copy to: Engineer
Water Docket #4

Chief of Lands March 10, 1958

Chief, Water Resources Section

Federal Acquisition of Partial Interest in Hondius-Beaver Pipeline, Rocky Mountain National Park

Attached to the memorandum of February 27 from Mr. Baggley is a certified copy of a deed to the partial interest in the Hondius-Beaver Pipeline from John M. Carmack to William F. Grove. Also attached is a sketch which does not seem to fit any consistent scale, or take cognizance of the existance of the W½ W½ Sec. 27, of which most was acquired by the United States in 1932.

Attached is a print of the upper portion of our sheet 1 of Drawing 6978B, which was accurately plotted on a scale of 1" to 500'. The parcels of land were acquired in 1932 with appurtenant water rights and water system and water rights. I have shown the land now being acquired for the new High Drive Entrance Road in red. I have shown those portions of the water system which the United States acquired in 1932, or constructed itself, in blue. I have that portion of the Hondius-Beaver Pipeline to which Mr. Grove assigns his interest by quitclaim deed of September 12, 1957, whether also claimed by the United States and owners of private land or not, in orange. I have shown certain broken orange lines in the land in S½ Sec. 27 which is being acquired for the new road to represent unknown locations of laterals from the Hondius-Beaver Pipeline which are served from the portion of that pipeline to which Mr. Grove retains title above the old High Drive Road.

In addition to the certified copy of the deed from Mr. Carmack to Mr. Grove, we have a copy of the deed to the pipeline from Mrs. Hondius to Mr. Carmack, as entry No. 16 in the abstract of title to Tract 1000, which is now being acquired as part of the land included in the red line in Sec. 27. These instruments, together with the deed to Tract 1000 and deeds 210 and 24 of 1932 constitute as good an abstract as we can probably obtain to the pipeline.

Federal title to the water rights was conveyed by deed 210, and the United States obtained decreed priority in the adjudication of 1939. The Federal title has been recognized by Hondius, Carmack, and Grove in signing the special use permits under which they have been maintaining and operating the system for the consumers, including the United States. If I recall correctly, it is difficult, if not impossible to obtain an abstract of title to a water right in Colorado.

It has also been pointed out in previous correspondence that the water consumers north of the High Drive in Sec. 27 and the United States, probably have potential claims to part or joint interest in the water system and water rights in the event that Mr. Grove or his successors should decide not to continue the water business on termination of the present special use permit in 1962.

The attached drawing indicates that the quitclaim deed only conveys interest in three small portions of the lower pipeline in Sec. 28, to which the United States does not already claim title; and Mr. Grove's interest in any laterals serving the land in Sec. 27 south of the old High Drive, all of which is now being acquired by the United States except for the land covered by Exception c in Parcel 1 of Deed 24.

So far as I can see, the United States has been faced with the ultimate question of whether to maintain an adequate pipeline to serve the water consumers in Sec. 27, or to permit certain of those land owners to assert claims to one or both pipelines, rights-of-way, and water rights, if Messrs. Hondius, Carmack and Grove decided to abandon service, since deed 21G was accepted in 1932. The subject quitclaim deed does not alter the situation except to eliminate Mr. Grove's interest in additional portions of the pipeline which is on land which is now being acquired by the United States.

On the other hand, the acquisition of the additional land, which is shown in red, reduces the number of customers served by Mr. Grove and the number of potential claimants to part interest in the water system and water rights while increasing the Federal interest as a consumer. This land acquisition may hasten the day when no permittee will be interested in continuing the water system maintenance and water supply business.

The upper and lower pipelines across Sec. 28 and a portion of the $W\frac{1}{2}$ $W\frac{1}{2}$ Sec. 27 are separate and distinct from the points of diversion to the west. Each has nominally the same capacity for delivery of water to the distribution reservoir in the portion of parcel 5 which constitutes the $SW\frac{1}{4}$ $NE\frac{1}{4}$ Sec. 28. I have insufficient data to determine whether the pending acquisition of the land shown in red will reduce the private water demand sufficiently to make the upper 2" pipe adequate for Mr. Grove's purposes. I doubt it, but believe that the time is approaching.

For all practical purposes, Messrs. Hondius, Carmack and Grove have never had the pipe capacity to deliver more than approximately 0.1 sec.ft. to the customer remaining after the

Federal acquisitions of 1932, although provision was made for increasing the use to 0.22 sec.ft. in the decree of 1939. In round numbers the United States is acquiring only about 20% more of the consumer property for the new High Drive Entrance road.

On this basis the Park Service cannot eliminate the lower pipe across Sec. 28 and W½ W½ Sec. 27 in connection with the construction of the new High Drive Entrance road unless it increases the capacity of the upper pipeline. To provide 80% of the water which Mr. Grove has been selling to date, the 14,700 feet of 2" pipeline from the upper diversion to the distribution reservoir in the SE¼ NE¼ Sec. 28 will have to be largely replaced with 3" pipe. A 4" pipe would probably be adequate to double the supply to Mr. Grove's consumers, as contemplated at the time of the 1939 adjudication.

Accordingly, it is the Federal land acquisition and road construction, and not any assignment by the quitclaim deed from Mr. Grove, which may place the first responsibility for water system construction on the United States. That responsibility, however, would only be to provide a 3" pipe along the upper alignment. Mr. Grove might be interested in contributing the added cost for a 4" line to provide better service to and revenue from his customers.

The joint venture might make Mr. Grove's continued water business more attractive, and defer the date when he or his successors would abandon water service indefinitely. It is assumed that tract 171 and the other land parcels in Sec. 28 and W½ W½ Sec. 27 will be acquired by the United States, but chances of even wishing to extend the Park boundary and acquire the expensive summer homes in the rest of Sec. 27 is very remote. However, Drawing 6976B shows a small portion of the City water main the lower right corner, which extends from Estes Park to a diversion on Glacier Creek. It is reported that most of the land owners near Beaver Point, who were formerly served from the Baldwin Ditch, and perhaps some who were served from the Hondius-Beaver Pipeline, have switched to City water service.

While the United States cannot now change the Hondius-Beaver Pipeline to facilitate road construction by reducing the capacity below that of 2-2" or 1-3" pipe, it may be unfortunate to make any change which would encourage Mr. Grove to contribute to further enlargement which would retard the gradual substitution of City water service throughout the portion of Sec. 27 which is not in the Park.

It is also recommended that the Park Service consider future use of water at the Utility Area from the Hondius-Beaver pipeline even if it removes the lower of the two pipes across

Sec. 28. The Federal portion of the rights could be exercised through either an all Federal lower pipeline, or by increasing the upper line beyond what I have suggested.

In conclusion, I recommend Federal acceptance of the quit-claim deed, but caution against hasty tampering with the pipeline.

A. van V. Dunn
Chief, Water Resources Section

Attachments

Copy to: Regional Director, Region Four, w/c of drawing
Superintendent, Rocky Mountain, w/c of drawing
Chief, WODC, w/c of drawing

01-22-1958: Memorandum to Region Two Director from Chief, Water Resources Section regarding Beaver Creek

154-L

WESTERN OFFICE
DESIGN & CONSTRUCTI
JAN 27 1958
CHIEF
ADMIN.ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND, ARCH.
ACTION TAKEN—DA

January 22, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Water Rights, Beaver Creek, Dockets 4 and 28, and Alien Water Rights 9 and 61, Rocky Mountain

Your copies are attached of the deed to part of the Hondius-Beaver Pipeline from Mrs. Hondius to Mr. John M. Carmack, being entry no. 16 in the abstract of title to Tract 1,000 with the deed from Mrs. Hondius, and of Special Use Permit 14-10-235-275, for addition to subject Docket 4. Entry no. 16 should be filed at the top of contents of bottom section of the docket, on top of the copy of Special Use Permit issued to Mr. Hondius in 1932. The Special Use Permit should be filed above Special Use Permit No. I-35np-303 of February 7, 1952, to Mr. Grove in the top section of the docket. Similar copies are being sent to the Superintendent. An assembly of the significant parts of the docket is being made for WODC.

These instruments were copies in connection with the review of deed of September 12, 1957, by which Mr. William F. Grove has conveyed his interest in portion of the pipeline lying south of High Drive in S½ Sections 27 and 28, whose acceptance is the subject of separate correspondence.

With the acceptance of Mr. Grove's deed to the Baldwin Ditch (Alien Water Right 9) in compliance with the option accepted on January 9, the United States will have title to all water of Beaver Creek except decreed to Griffith's Beaver Creek Ditch as described in my Analysis of Beaver Creek Water Supply and Demand of January 27, 1945, of which extra copies have recently been sent to the Superintendent and WODC. Mr. Griffith's ditch was only decreed rights to 0.62 sec.ft. for the irrigation of 12 acres, under a priority junior to that of the Baldwin Ditch and for a purpose which is subordinate to the domestic uses by the Baldwin and Hondius-Beaver Pipeline.

It has come to my attention that Park development plans call for the future use of Thompson River water for the utility area and new High Drive Entrance, and that some water is now being obtained from the Moraine Museum water supply for the utility area. The explanation was offered that you or the Superintendent do not

wish to become entangled in future replacement of the Hondius-Beaver Pipeline with a capacity to also serve Mr. Grove's customers.

With all the rights now owned by the United States for the Hupps and Beaver Ditches and Hondius-Beaver Pipeline pending acquisition of those in the Baldwin Ditch, it would appear that a gravity system from Beaver Creek should be more satisfactory than a pump system from the Thompson River. I am quite certain that there is ample, or even surplus water both physically and legally. I have also obtained Mr. Sander's confirmation that the Park Service can segregate the diversions for the United States and Mr. Grove's customers at any point between diversion and place of use.

There is, of course, the situation that the United States will still have title to the portions of the Hondius-Beaver Pipeline on Federal land which Mr. Grove might independently use. From the contracts of 1910, 1921 and 1931 of Mr. Hondius with Sinclair, Blackmar, and O. P. Low, there is a suggestion that Mr. Grove's interests might revert partially to the consumers, together with some claim to water rights. Mr. Sanders did not consider that our records were sufficient for consideration of potential reversion of interests to the consumers. However, the quantity of water involved in any appurtenant water rights would be small compared with the total rights of the United States.

Of course, in order to divert the Federal water in quantities other than as decreed at the headgates of all four Federal conduits, or to use the irrigation rights in the Hupps and Beaver Ditches for domestic purposes, it would be necessary to obtain decrees for changes in points of diversion and purpose of use. However, the Park Service can reduce its authorized diversions by any one or more of the conduits if necessary to maintain the quantity of water authorized to be diverted by the others.

These matters should be fully considered before any further water development is adopted for the Utility and High Drive Entrance area. We should also be advised as to how you do propose to use the Beaver Creek water available under Federal water rights, when some decision is reached.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: ~~Superintendent~~ Chief, WODC, Rocky Mountain, w/c two attachments

March 24, 1952

Statement Relating to the Hondius-Beaver Pipe Line

Rocky Mountain National Park

The Hondius-Beaver Pipe Line was assigned to the United States as an appurtenance to the land conveyed by Deeds Nos. 21 and 24. For copies of the deeds, see Water Right Docket No. 13.

It will be noted by other records in Dockets Nos. 4 and 13 that there is an undefined partial interest in the pipe line owned by a permittee or the owners of lots in certain subdivisions which are served by this pipe line.

A. van V. Dunn
Chief, Water Resources Branch

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ROCKY MOUNTAIN NATIONAL PARK
ESTES PARK, COLO.

February 4, 1939.

AIR MAIL

Memorandum for the Director

On January 31 you were advised by radio that a petition of the United States to change points of diversion of a portion of the water heretofore authorized to be taken and used under priorities numbered 57, 58, and 68 was approved by the District Court, Judge Clark presiding. This action on the part of the Court fully recognized that the water under these decreed priorities had been conveyed by Peter Hondius to the United States through negotiations completed in 1932.

It should be stated that Regional Attorney Taylor and Associate Engineer Dunn handled the details or preparation for this case in an excellent manner. I should also like to commend Special Assistant to the Attorney General Worth Allen for his efforts in this connection. Mr. Allen ably and vigorously presented the Government's case to the Court.

Eleanor E. Hondius appeared as a protestant, as is indicated in the petition, a certified copy of which will be furnished you as soon as available. However, upon advice of her attorney Judge Fred W. Stover, of Fort Collins, Colorado, no actual protest was made. Mrs. Hondius did present as evidence a Special Use Permit dated February 23, 1932, authorizing Peter Hondius to operate the Hondius water supply system.

So far so good, but now a major complication has appeared. Last fall certain parties along the Big Thompson River appeared before the Court petitioning new water decrees for reservoir purposes. While at first only the matter of reservoir rights was involved, the entrance of other elements has made it necessary for the Court to declare a general adjudication of water rights along the Big Thompson and its tributaries. The hearings on the adjudication will commence Monday, March 6. This general adjudication has started quite a scramble, and because of various complications, most prominent being the entrance of the Colorado-Big Thompson Diversion project and the probable petitioning for further rights on Beaver Creek, the Park is forced into further action for its own protection. We, therefore, plan to file statements of claim on all usages in the Park from the Big Thompson River and its tributaries. These have been discussed with Mr. Taylor and Mr. Dunn, and the necessary data is undergoing preparation for presentation to the Court.

A major difficulty has arisen in connection with the Hondius water supply system. After considerable discussion with Mr. Taylor and Mr. Worth Allen, as well as informal discussions with Judge Stover, who represents Mrs. Hondius, we tentatively agreed that the Government definitely assumed ownership, through the Hondius negotiations, of certain springs and water rights supplying the Hondius water supply system. Your attention is called to the wording of the Special Use Permit, authorizing the Hondius interests to operate this pipe line. If this usage is to be protected and the water users on the system given the deserved consideration, it will be necessary that some one file a statement of claim in the coming adjudication covering the filing made by Mr. Hondius (Filing No. 15,370, office of the Colorado State Engineer). Inasmuch as the Hondius right in connection with these springs was conveyed to the United States and then in turn made available to him by Special Use Permit, it appears that the Government should proceed in the coming general adjudication and secure a decreed right for this water.

Although not introduced as evidence in the case heard January 30, it developed that Mrs. Hondius has a contract with water users, which does not help clarify a muddled situation. A copy of the contract is attached. Your attention is called to item "1" of this instrument.

> "This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators, or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate the same upon thirty days written notice of such election. Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons, jointly, as may be entitled to service from said plant, in which event the said users of water shall become joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract when in confliot herewith."

It appears that the Hondius interests have been issuing this type of contract to water users since 1910; hence, it would seem that up to the time Mr. Hondius conveyed his lands to the United States, water users have a definite right under the conditions of the contract set forth above.

As previously stated, no one here was aware of the substance of this contract until Mrs. Hondius produced it at a Court conference prior to the hearing of January 30.

Since the coming general adjudication definitely forces the hand of everyone interested in protecting water usage, there seems to be three avenues of approach to secure a decreed right covering the Hondius water supply system. These are as follows:

1. Take the attitude that the water serving the Hondius water supply system passed to the United States and that through the Special Use Permit the operators of the water supply system are in a position similar to ordinary operators in the Park. If this right is recognized and a decree is given to the United States, the operation of the pipe line could continue to function under the present Special Use Permit.

2. The Hondius interests and the Government could make a joint statement of claim.

3. Water users and the Hondius interests, together or separately, could make a statement of claim and the Government could stay entirely out of the picture.

From our standpoint, we believe that the first alternative would be the best procedure to follow. It is realized that the Government would then have more definite responsibilities with regard to the pipe line, but under existing circumstances the contract with water users seems to be an encumbrance on the land. However, at the end of the present Special Use Permit, it would appear that the system could be a source of considerable revenue, and, last but not least, it would maintain Park control over the operation of the system.

I have been governed in my considerations by the attitude that here is an incompatible use which, over the years, the Service should be in a position to eliminate if possible. Admittedly, under the terms of the contract with users, this step would seem to be in the distant future.

Additional water will be necessary to supply the Utility Area in the not too distant future, and this pipe line would be the most economical source of future supply. If the Hondius interests should at a later date decide to step out of the picture, the users or some other interested party would, no doubt, desire to function as an operator of the water supply system on the terms of a Special Use Permit or similar instrument.

On the other hand, if we permit the Hondius interests or the water users themselves to file a statement of claimand secure the water involved, a more definite and alien right will be established in the park. While some may view the Government's stepping into the picture in this case as shrewd practice, nevertheless it seems to me that we would be negligent in our duty if we did not step in as suggested under alternative No. 1 and protect what interest we now have.

I should like your opinion at the earliest possible date as to the facts and considerations outlined above. Time is important, since the opening of the hearing is set for March 6, and we must be in a position to file statements of claim on our usages by that time.

Regional Attorney Taylor left for San Francisco yesterday and he will write you his reactions the first of next week. In view of the short period of time allowed, if we do not hear from you within the next several weeks, may we assume that we may proceed as outlined under the first alternative?

If we can furnish you with further information regarding these matters, please notify us.

May I again call your attention to the fact that it is urgently necessary that we hear from you on this matter.

John S. McLaughlin,
Acting Superintendent.

Enclosure
in duplicate

cc- Region II
Supt. Canfield
Mr. Taylor

U.S. Department of Justice

Environment and Natural Resources Division

Lori Montano
General Litigation Section
999 Eighteenth Street
Suite 945, North Tower
Denver, Colorado 80202

Telephone (303) 312-7343
Facsimile (303) 312-7331

April 26, 2001

John Cryan
1525 Sherman Street, 5th Floor
Denver, CO 80203

Dear Mr. Cryan:

Enclosed are the original documents of 1) Stipulation And Agreement For Deletion of Baldwin Ditch From The July 1, 2000, Division Engineer Abandonment List and From The Tabulation, 2) Decree Of The Water Court For Deletion Of Baldwin Ditch From The July 1, 2000, Division Engineer Abandonment List and From The Tabulation, 3) Stipulation and Agreement For Deletion Of Hondius-Beaver Pipeline Water Rights From The July 1, 2000, Division Engineer Abandonment List And The Tabulation, and 4) Decree Of The Water Court For Deletion Of Hondius-Beaver Pipeline Form The July 1, 2000, Division Engineer Abandonment List And From The Tabulation.

It is Lynn's understanding you will sign and file these documents with the court. If you have and concerns or problems, please feel free to contact Lynn A. Johnson at 313-312-7315.

Sincerely,

Lori Montano

Lori Montano

cc: Peter Fahmy
Ken Czarnowski

District Court Water Division No.1 Colorado Court Address: Montrose Combined Court 1200 N. Grand Ave. Montrose, CO 81401 **CONCERNING THE JULY 1, 2000, DIVISION ENGINEER ABANDONMENT LIST**	**COURT USE ONLY**
Attorney or Party Without Attorney (Name and Address): Lynn A. Johnson U.S. Department of Justice/Environment & Natural Resources Div. 999 - 18th St., Suite 945 Denver, CO 80202 Phone Number: (303) 312-7315 E-mail: Lynn.johnson@usdoj.gov FAX Number: (303) 312-7331	Case Number: Division 1

STIPULATION AND AGREEMENT FOR DELETION OF HONDIUS-BEAVER PIPELINE WATER RIGHTS FROM THE JULY 1, 2000, DIVISION ENGINEER ABANDONMENT LIST AND THE TABULATION

The United States of America ("United States"), by and through its undersigned counsel, and the Division Engineer for Water Division No. 1, through the Attorney General of the State of Colorado, stipulate and agree as follows:

1. The Division Engineer listed the six United States' Hondius-Beaver Pipeline water rights on the July 1, 2000, Abandonment List in the total amount of 0.33 cfs with appropriation dates of September 1, 1906, and adjudication dates of November 14, 1939. The decreed amount for each of the six headgate diversions is as follows:

(1) Hondius-Beaver Pipeline No. 1: 0.420 cfs.

(2) Hondius-Beaver Pipeline No. 2: 0.114 cfs.

(3) Hondius-Beaver Pipeline No. 3: 0.076 cfs.

(4) Hondius-Beaver Pipeline No. 4: 0.015 cfs.

(5) Hondius-Beaver Pipeline No. 5: 0.267 cfs.

(6) Hondius-Beaver Pipeline No. 6: 0.016 cfs.

2. The six headgate diversions of the Hondius-Beaver Pipeline are located in Rocky Mountain National Park. The source of supply for the six headgate diversions of the Hondius-Beaver Pipeline is Beaver Creek, a tributary of the Big Thompson River, and springs located on Beaver Creek. The location of the six headgate diversions of the Hondius-Beaver Pipeline is generally described as Sec. 30, T5N, R73W, 6th P.M.

3. The Hondius-Beaver Pipeline water rights previously provided water for domestic and fire suppression purposes to four homes owned by the National Park Service within the boundaries of Rocky Mountain National Park and to approximately 120 homes located outside of Rocky Mountain National Park The Hondius-Beaver Pipeline no longer provides water for these purposes.

4. The United States and the Division Engineer agree to the entry of a decree relinquishing the Hondius-Beaver Pipeline water rights described in Paragraph No. 1 above to the stream system.

5. The Division Engineer agrees to delete the Hondius-Beaver Pipeline water rights described in Paragraph No. 1 above from the Division Engineer's Abandonment List and from the State Engineer's Tabulation upon entry of a decree relinquishing the Hondius-Beaver Pipeline water rights to the stream system as set forth herein.

WHEREFORE, the United States and the Division Engineer respectfully request the Court to:

A. Approve this Stipulation and Agreement; and

B. Enter a decree relinquishing the Hondius-Beaver Pipeline water rights to the stream system and ordering the deletion of the Hondius-Beaver Pipeline water rights from the Division Engineer's Abandonment List and from the State Engineer's Tabulation.

THOMAS L. STRICKLAND
United States Attorney

LYNN A. JOHNSON, #15394
U.S. Department of Justice
Environment & Natural Resources Division
999 - 18th St., Suite 945
Denver, Colorado 80202
(303) 312-7315

ATTORNEYS FOR THE UNITED STATES OF AMERICA

KEN SALAZAR, #11648
Attorney General for the State of Colorado

JOHN CYRAN, #23144
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
(303) 866-5358

ATTORNEYS FOR THE DIVISION ENGINEER

APPROVED this _____day of _____, 2001.

BY THE REFEREE:

RAYMOND S. LIESMAN
Water Referee
Water Division No. 1
State of Colorado

APPROVED this _____day of _____, 2001.

BY THE COURT:

JONATHAN W. HAYS
District Court Judge
Water Division No. 1
State of Colorado

District Court Water Division No.1 Colorado Court Address: Montrose Combined Court 1200 N. Grand Ave. Montrose, CO 81401 **CONCERNING THE JULY 1, 2000, DIVISION ENGINEER ABANDONMENT LIST**	**COURT USE ONLY**
Attorney or Party Without Attorney (Name and Address): Lynn A. Johnson U.S. Department of Justice/Environment & Natural Resources Div. 999 - 18th St., Suite 945 Denver, CO 80202 Phone Number: (303) 312-7315 E-mail: Lynn.johnson@usdoj.gov FAX Number: (303) 312-7331	Case Number: Division 1

DECREE OF THE WATER COURT FOR DELETION OF HONDIUS-BEAVER PIPELINE FROM THE JULY 1, 2000, DIVISION ENGINEER ABANDONMENT LIST AND FROM THE TABULATION

THIS MATTER having come before the court on the April, 2001, Stipulation and Agreement between the United States of America and the Division Engineer for Water Division No. 1, hereby DECREES that the Hondius-Beaver Pipeline water rights that are the subject of the April, 2001, Stipulation and Agreement are relinquished to the stream system and hereby ORDERS that:

(1) The Hondius-Beaver Pipeline water rights be deleted from the Division Engineer's Abandonment List; and

(2) The Hondius-Beaver Pipeline water rights be deleted from the State Engineer's Tabulation.

Dated this_____ day of _____ 2001.

BY THE REFEREE:

_____
RAYMOND S. LIESMAN
Water Referee
Water Division No. 1
State of Colorado

Dated this ____ day of _____ 2001.

BY THE COURT:

_____
JONATHAN W. HAYS
District Court Judge
Water Division No. 1
State of Colorado

AGREEMENT

Pursuant to Special Use Permit # RMR-ROMO-6000-303, the Permittee, High Drive Water District requests permission to replace approximately 100 feet of the Hondius-Beaver pipeline within Rocky Mountain National Park. The existing pipeline is leaking and cannot be repaired.

The section of pipeline to be replaced is located in Section 28, T5N, R73W, 6th P.M. and is generally located on an existing horse trail between the Hertz and Helfers Cabins.

Permission is granted to the permittee to replace said pipeline subject to the following conditions.

1. Work will be completed between April 20 and May 4.

2. A tractor with rubber tires may be used to dig the trench which is located on an existing horse trail. The tractor may be driven from the Hertz Cabin to the horse trail using the shortest route possible. The tractor will remain on the trail and return to the Hertz cabin using the same route. No other vehicles will be allowed beyond the Hertz cabin

3. Soil removed from the trench will be placed on a tarp or ground cloth and returned to the trench after the new pipeline has been installed.

4. If rain or snow occurs, the permittee must contact the park hydrologist for permission to work in wet soils.

Approved Ken Czarnowski
Ken Czarnowski
Park Hydrologist
4/19/94

Concurred Tom Peter
Tom Peter
High Drive Water District
4/19/94

United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:

L30

April 12, 1994

President
High Drive Water District
P.O. Box 1053
Estes Park, CO 80517

Dear Sir:

Enclosed are two signed copies of a special-use permit for the use of the Hondius-Beaver pipeline and associated water rights within Rocky Mountain National Park. Please sign both copies and return one of them to this office along with payment of $50.

Please be assured that we will continue to work cooperatively with your organization to secure an alternate source of water for the District.

Sincerely,

Signed

Homer L. Rouse
Superintendent

Enc. (2)

cc:
SOL-Canaday
WRD-Williams
RMR-Wise
RM-Axtell

bcc:
Issue File, Hydrologist
Management Assistant

KCzarnowski:jim:4/11/94

Form 10-114
Rev.Aug.86
OMB No. 1024-0026

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use Water

Date Permit Reviewed 19__ _____
Reviewed 19__ _____
Reviewed 19__ _____
Expires 1994 12/31/94

Long Term____
Short Term X

Permit # RMR-ROMO-6000-303
Region Park Type No#

ROCKY MOUNTAIN NATIONAL PARK

HIGH DRIVE WATER DISTRICT of P.O. Box 1053, Estes Park, CO 80517 _____
Name or Permittee Address Phone

is hereby authorized during the period from (Time ___ day 01 Month 01 1994), through (Time ___ day 31 Month 12 1994), to use the following described land or facilities in the above named area:

Hondius-Beaver Pipeline located in T4N, R73W, of 6th PM, from its beginning in Sec. 30 and extending easterly, where now constructed, across Sections 30, 29, 28, and 27 to the east boundary of the park, together with the right to use the tool house located in the SW 1/4 NW 1/4 Sec. 27, and the right of ingress and egress across Government owned lands in the above named sections for the purpose of operating and repairing said line: period of use of said line shall be May 1 to October 1.

For the purpose(s) of:

Transporting and carrying not over .22 cubic feet per second of water from diversion points #1, #2, #4, and #5 as shown on the Hondius-Beaver Pipeline Map, Drawing NP-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado, on April 13, 1939.

Authorizing legislation or other authority (RE-NPS-53 Appendix 1):

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI___ EIS___ OTHER APPROVED PLANS___

PERFORMANCE BOND: Required___ Not Required X Amount $_____

LIABILITY INSURANCE: Required___ Not Required X Amount $_____

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of $ 50.00 annually.

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

PERMITTEE_____ _____
Signature Date

Authorizing Official_____, Homer L. Rouse _____
Signature Superintendent Date

Additional
Authorizing Official_____, _____ _____
(If Required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

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

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

4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The permittee is prohibited from giving false information, to do so will considered a breach of conditions be grounds for revocation: [Re:36 CFR 2.32 (4)].

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION. If use of the resource covered by their permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Permittee's noncompliance with the non-discrimination clauses of this permit or with any such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 25, 1965, as amended, or by rule, regulations, or order of the Secretary of labor or as otherwise provided by law.

(g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliances: Provided, however, that in the event the Permittee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Addendum

Rocky Mountain National Park
Permit No. RMR-ROMO-6000-303

9. All pipe, valves, structures, and diversion works now located on or hereafter placed on Government-owned lands are the property of the United States.

10. Permittee shall maintain said Government-owned structures in such condition equal to or better than delivered under prior permits.

11. When necessary repairs or improvement of said pipeline require the disturbance of vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense. The Resource Management Specialist will provide the necessary liaison with the park. In addition, all discarded materials resulting from repair or improvement to the system will be removed from the park.

12. The 0.22 cubic feet per second of water to be carried in said pipeline is part of the total 0.33 cubic feet per second owned by the United States, Rocky Mountain National Park, as decreed in District Court, Boulder County, Water Division 1, Case No. 10077, 1939.

13. No new hookups or water service connections of any kind shall be permitted within the boundary of Rocky Mountain National Park.

14. Permittee shall maintain and operate said pipeline in such a manner as to furnish water to all consumers in accordance with the public health standards of the State of Colorado.

15. Permittee shall supply water without charge to selected Government owned buildings currently served by the pipeline.

16. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to persons or damage to property resulting from the exercise of the privileges granted by this permit.

17. Permission of the Superintendent of the Park must be secured before water service is extended to additional or new structures and the fee charged will be revised in accordance, if such permission is granted.

18. The special use permit may be renewed subject to a showing of reasonable progress towards securing alternate sources of water.

Permittee:
High Drive Water District

January 1, 1994 through December 31, 1994

L54
xFWD-04

June 1, 1993

ATTN: Ralph Canaday
Gina Guy
Office of the Solicitor
Rocky Mountain Region
P.O. Box 25007
Denver Federal Center
Denver, CO 80225

Dear Mr. Canaday:

The National Park Service acquired land and water rights from Pieter Hondius near the Beaver Meadow Entrance of Rocky Mountain National Park in 1932. The water right was adjudicated in 1939 and decreed uses were domestic and fire protection in the amount of 0.33 cfs. Water has been provided to approximately 120 homes located across from the main visitor center since about 1932 through the Hondius-Beaver pipeline. The right to use the water has been conveyed through a special-use permit. However, as our water systems have been coming under increasingly close scrutiny by the State Engineer, we have been evaluating the legality of uses of water outside park boundaries for water originating inside the park.

A brief summary of the issue (copy enclosed) has been prepared by our staff for your review. However, before we renew the special-use permit for the Hondius-Beaver pipeline, we request a legal opinion regarding the following questions.

1. Do the homeowners served by the pipeline have a vested right to the water that should have been recognized in the 1939 adjudication?

2. Does the National Park Service have a legal obligation to supply domestic water to the approximately 120 homes now receiving water from the pipeline?

3. If your answer to the question above is negative, does the National Park Service have a moral obligation to supply domestic water to the homes?

4. Since the homes located outside the park have been using water from Beaver Creek since about 1910, and the use has continued even though the NPS acquired the land, water rights and associated pipelines in 1932, would the present use be exempt or "grandfathered" from current laws or policies?

5. Is there any question as to who owns the diversion structure and pipelines, filtration system, etc. that are located on park lands?

6. What is the park's liability with respect to compliance with state and federal water quality and health regulations?

If you have any questions or need additional information, please call Ken Czarnowski at 586-3565, ext. 263.

Sincerely,

"Homer L. Rouse (sgd.)"

Homer L. Rouse
Superintendent

Enc.

cc:
WRD - Williams
RMR - Wise

Hondius-Beaver Pipeline

Issue: The Hondius Beaver Pipeline provides an unknown quantity of water to 4 NPS owned homes within the boundary of the park and approximately 120 homes located outside the park. Water is provided from May through September. The Upper High Drive Property Owners Association operates the water system and receives water under authority of a Special Use Permit issued annually by the Superintendent.

Issuance of a contract (special-use-permit) allowing the Association to purchase water from the park appears to be a violation of park policy and law. Compliance with state water quality standards is also in question.

Colorado Water Law:

Diversion of water through the Hondius-Beaver Pipeline is subject to administration by the State Engineer. In an April 29, 1993 phone discussion with the Water Referee, Water Division I, I was informed that the Water Commissioner put a "call on the river" which is expected to affect all diverters with a priority date junior to 1871. The Hondius-Beaver Pipeline has a priority date of June 23, 1939 with a decreed purpose of domestic use and a flow of 0.33 cfs. The NPS as owner of the water right could receive an order informing us that we are diverting out of priority and to cease diverting. However, since we have not been contacted by the Water Commissioner, I do not believe the Hondius system is being administered. Nevertheless, we do not have a plan of augmentation in place to continue diverting nor are we able to cover this use through exchange with CBT water since the use is outside the park.

Other Laws and NPS policy

The law regarding this type of diversion and sale to entities outside the park is contained in Title 16, U.S.C. para. 1a-2(e)

> The Secretary of the Interior is authorized to "enter into contracts which provide for the sale or lease to persons, States or their political subdivisions, of service, resources, of water available from within an area of the national park system, as long as such activity does not

jeopardize or unduly interfere with the primary natural and historic resource of the area involved, if such person State, or its political subdivision -

(1) provides public accommodations or services within the immediate vicinity of an area of the national Park system to persons visiting the area; and

(2) has demonstrated to the Secretary that there are no reasonable alternatives by which to acquire or perform the necessary services, resources or water.

NPS policy regarding the sale of water is found in NPS-77 which states "Owners of land or interests in land within or adjacent to parks under the NPS General Authorities Act of 1970, may be granted, by special use permit, the privilege of developing and using water or sources of water owned by the NPS only when it is administratively determined that the use of such water facilitates the management programs of the NPS. Such permits will not be issues if any other reasonable source of water is available."

The cost of the annual special-use permit is $50. This fee could be equated to the sale price of the water.

Background:

Ownership - Water rights associated with the Hondius Beaver Pipeline are owned by the United States in the amount of 0.33 cfs for domestic and fire protection purposes. The water rights were purchased from Pieter Hondius. The water rights were adjudicated in District Court, Boulder County, Water Division I, Case No. 10077 on June 23, 1939. In the above referenced case, ownership of the diversion structure is also claimed by the United States in paragraph seven which states ".....Hondius, who conveyed his claim to the water, and the portions of the said pipeline which were then upon the lands, to the United States, as appurtenances to the lands conveyed by deeds, dated the 18th day of February, 1932, and designated as instruments Nos. 390195 and 390196, Larimer County Records and filed for record on March 15, 1932 in the Office of the County Clerk and Recorder of Larimer County, State of Colorado, and recorded in book 625, pages 423 and 424."

Letter of January 22, 1958 from A. van V. Dunn, Chief Water Resources Section, to the Regional Director re Hondius-Beaver water rights "There is of course the situation that the United States will still have title

to the portions of the Hondius-Beaver pipeline on Federal land which Mr. Grove might independently use"

Memo dated 1/15/63 from Chief, Branch of Water Resources to Chief of lands..."At the time of the 1939 General Adjudication, attorneys Joseph E. Taylor and Worth Allen, Special Assistant to the Attorney General, agreed to my suggestion that the United States claim the proportion of the total right (0.33 cfs), for park use which the federally acquired land bore to the original area of Hondius, Sinclair, and Blackmaar and O.P. Low land for which water service was under contract. The federal interest was, at the time 1/3, and the decree granted a total Federal right with proof that 0.11 cfs was used on private land under contracts of Mrs. Hondius, who was then a widow."

Memo from the Field Solicitor to the Regional Solicitor dated 2/7/64 re special use permit for Hondius Pipeline.

"Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hondius contracts dated prior to 1932?"

"The answer to this question is in the negative. Since February 23, 1932, Mr. Grove has acknowledged the United States owns the pipeline and he has an existing permit for its use which does not expire until December 31, 1967. The owners of the summer homes involved have no ownership in the pipeline.

Letter of Sept. 15, 1970 from Supt. ROMO to Lisle Ware of Upper High Drive Assoc. "In the second paragraph of Mr. Hunt's letter of August 28, he refers to a release of the Federal right to 0.22 cfs of water now available to the High Drive Community to Estes Park. There may be a matter of terminology, however, it should be made clear that we cannot relinquish the Federal right, the right title and interest in the water right would remain with the Federal Government"

Letter of June 22, 1976 from Roger Contor, Supt. to Andy Anderson, High Drive Water District, " The National Park Service is the owner of both the water right and that portion of the line inside Rocky Mountain National Park."

However, in a letter of August 8, 1977 from Supt. Brooks, to William Spaller of the Hondious-Beaver Water Company, Inc. "Permission is hereby granted to replace portions of <u>your</u> pipeline" emphasis added.

Statements that indicate the NPS has an obligation to provide water to the High Drive Association.

Letter of February 19, 1958 from Supt. Lloyd to the Regional Director " Legal opinion seems unanimous that the Park Service will need to maintain such water service to established users not on Government owned land regardless of future action by present or future operators of this system"

Letter from Supt. Hanks to Regional Director, dated Sept. 25, 1962 "In acquiring the Hondius property in 1932, the United States also acquired the water rights and the distribution line to the Hondius-Beaver Pipeline within the park boundary. However, even though we are the owners of the water rights, United States Attorney Worth Allen, during an adjudication hearing prior to 1941, acknowledged that 'the Government recognizes that the users of the water for residential purposes have that right as going with the land, and that the United States took its interest in this Pipeline encumbered with that right'. Then we relinquished our right to withdraw the privileges from those individuals who were being served by subject pipeline at that time. The National Park Service then had a choice of either operating the Pipeline or permitting its operation by another party through a Special Use Permit. The latter choice was taken."

In a phone conversation on 2/28/93 with Solicitor Canaday, he is inclined to give little credence to the statement my Worth Allen. Unless the encumbrance is included in a deed of sale or in a court decree, Worth Allen or any other Government employee does not have the authority to "give away government property". Canaday want me to get a copy of the statements made by Allen for further inspection.

Memo from the Field Solicitor to the Regional Solicitor dated 2/7/64 re special use permit for Hondius Pipeline.

"Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hondius, Sinclair and Blackmar, and O.P. Low and their successors?

"The United States has no obligation to furnish water; and Mr. Grove is only obligated to the private owners to the extent he has water available."

Memo of 9/9/65 to Asst. Superintendent from Guiton Re visit by Judge Hackett regarding the Hondius-Beaver

water right. "The Judge went into the background of the Hondius system.....When he sold the water right to the government, he sold them without reservation. He had tried to reserve some rights for the pipeline, but as the rights were never adjudicated, he finally sold everything without reservation. Any statement made on any document by Hondius that owners of land along High Drive would always have water isn't worth the paper it is printed on"...."The judge and Van Dunn actually tested the line and then had to justify the amount of water used to the courts.....He maintains that because this amount was justified to the courts for High Drive uses, it will always be incumbent on us to furnish water to them. (There is a difference of opinion here between lawyers, please note)"

Letter of September 6, 1974 to Philip Richard, High Drive, from the Supt. "We do not plan to discontinue the issuance of the special use permit as long as this service is needed by a number of land owners both inside and outside the boundary of the national park."

May 5, 1976, Newsletter to Residents of High Drive Water District...The Park Service (Roger Contor) stated " We would like someone to take it over" The park bought the line from Hondius and has no intention to try to discontinue it.

In a June 4, 1976, Newsletter to Residents of High Drive Water District "The Park Service (Roger Contor) is 'politically obligated to have a water system available through the existing lines'"

Letter of June 22, 1976 from Roger Contor, Supt. to Andy Anderson, High Drive Water District, " We have recognized an obligation to permit continued use of this water until some satisfactory alternatives could be provided"

Water Quality:

Letter of June 22, 1976 from Roger Contor, Supt. to Andy Anderson, High Drive Water District, " The entire water system must be chlorinated because it comes from surface water sources." ...Mr. Groves is aware of inadequate chlorination. In 1974, 86% of the samples taken on the Hondious water line by the National Park Service were unsafe."

Memorandum from Facility Manager, Byrum Waller to Assistant Supt. dated April 21, 1977 reporting on a meeting re the Hondius Water System. "...requirements

for the Hondious Association to assume ownership of the water system formerly owned and operated by Bill Grove. Rocky Mountain National Park is involved in the operation since the water rights intake and approximately three and one-half miles are located on park lands." It was stated the "operation of the system would be for a limited period of 3-5 years until the city could complete plans for adding on to the city system However, Mr. Snyder (Colorado State Health Dept.) stated requirements for the system were:

1. Complete filtration system
2. Disinfection and Chlorination system
3. Water test kit for residual tests
4. Employment of a certified operator for the system

Letter of March 29, 1967 from Acting Supt. Godbolt to the County Sanitarian.. "We are aware of sanitary problems with the system and would like to discuss our mutual concerns with you prior to issuing the permit in a cooperative effort to insure a sanitary system."

Letter from Supt. Brooks to Sam Cooper, Colo Dept of Health dated March 31, 1982 "Several illnesses were filed last year by the entrance gate workers who live in the first house. The bulk were giardiasis type symptoms. The intention of the park is to safeguard health, but the present situation is out of our hands as we cannot operate or improve the water system."

Conclusions:

The United States is the owner of the water rights and diversion structures associated with the Hondius pipeline.

It does not appear that the United States has a legal obligation to provide water to landowners outside the park. Whether the park has a political or moral obligation is open to debate.

It is unclear as to whether the water system is out of compliance with State of Colorado water quality regulations.

Recommended Action:

Based on my review of the files and existing laws and NPS policies, I recommend we delay issuing the special-use permit, indefinitely.

A Solicitor's opinion regarding NPS liability for operation of the system (water quality) and any legal or moral obligation for providing water to High Drive users should be requested.

Strategy:

Our first concern should be public safety. As such the entire water system should be approved by the State of Colorado. Compliance with all State and Federal water quality rules and regulations is mandatory.

Our second concern should be compliance with regulations of the State Engineer regarding diverting out of priority. If ordered to stop diverting by the Water Commissioner through a "call on the river", we must comply.

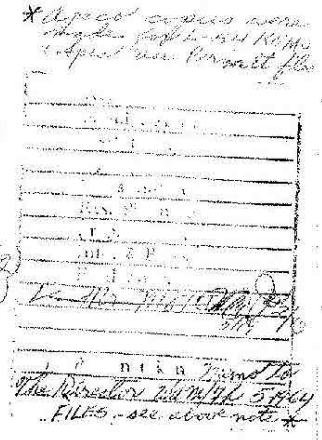
Our third concern is with compliance with Title 16, U.S.C. para. 1a-2(e). We cannot issue a special-use permit until it is administratively determined that the use of such water facilitates the management programs of the NPS. Such permits will not be issued if any other reasonable source of water is available. This has implications to other park neighbors that have recently been denied use of park waters, i.e. Pickerell, Girl Scouts, Town of Estes Park, Estes Valley Recreation and Park District, etc.

Having recognized the above, we are still faced with the prospect of informing the homeowners on the Hondius pipeline that their water system is in jeopardy from several sources and alternatives should be considered. We must also recognize that continued operation of the pipeline using NPS water rights will have an adverse impact on park resources.



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
DENVER REGIONAL OFFICE
ROOM 21, BUILDING 53
DENVER FEDERAL CENTER
DENVER 25, COLORADO

FEB 7 - 1964



Memorandum

To: Field Solicitor, Omaha, Nebraska

From: Regional Solicitor, Denver, Colorado

Subject: Special Use Permit to William F. Grove for Use of Hondius-Beaver Pipeline, Rocky Mountain National Park

In connection with the above subject, you will recall that upon November 18, 1963, I returned to you Rocky Mountain NP-Water Right Docket No. 3, No. 16549. At that time, inasmuch as I had never received a reply to my memorandum of March 15, 1963, to the Superintendent of the Rocky Mountain National Park, I assumed the questions involved had been settled in some manner.

Enclosed is a copy of the Superintendent's memorandum of February 4, 1964, which is in reply to my memorandum of March 15, 1963 to him. From the information therein given, I believe the answers to the five questions raised in Mr. Dunn's memorandum of January 15, 1963, to the Chief of Lands in the Washington office of the National Park Service are as follows:

"a. Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hondius contracts dated prior to 1932?"

The answer to this question is in the negative. Since February 23, 1932, Mr. Groves has acknowledged the United States owns the pipeline, and he has an existing permit for its use which does not expire until December 31, 1967. The owners of the summer homes involved have no ownership in the pipeline.

"b. Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hondius, Sinclair and Blackmar, and O. F. Low, and their successors?"

The United States has no obligation to furnish water to any private owner; and Mr. Grove is only obligated to the private owners to the extent he has water available.

"c. Can the Federal irrigation rights remaining in the Huppe and Beaver ditches be jeopardized by full use of the preferred domestic rights in the pipeline in times of water shortage?"

While the Constitution of the State of Colorado provides that domestic use shall have a preference over irrigation and industrial uses of water, the Courts of Colorado have held for many years that an irrigation use cannot be taken for a domestic use unless just compensation is paid for the irrigation rights. In the circumstances, since the United States is immune from condemnation actions, it means that the existing irrigation rights in the Huppe and Beaver ditches could never be taken for domestic use unless the Congress of the United States consented thereto.

"d. Does Grove, or his successor, have a right to enlarge the pipeline, and initiate supplemental domestic water rights?"

The obvious answer is that no enlargement can be made without the consent of the United States.

"e. Does the National Park Service have any present or future need for an interest in the pipeline for domestic purposes?"

You will note the Superintendent states that the Park is using part of the water from the pipeline and intend to continue use of the reserved .11 cubic feet per second.

I believe the case is now closed until December 31, 1967. However, if further questions arise in the meantime, we will be glad to assist you.

C. Eynon

C. Eynon
For the Regional Solicitor

Enclosures
cc: Superintendent, Rocky Mountain National Park, Estes Park, Colorado

02-04-1964: Memorandum regarding Special Use Permit to Grove for Use of Pipeline, ROMO

FEB 5 1964
SPEC. SD
LANDS & ...
CONSTR. AND ...
PLANNING
ADM. OFFICER
ADM. ASST
FILE 1.3

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado 80517

L54
(Docket No. 4)

February 4, 1964

Memorandum

To: Regional Solicitor, Denver Regional Office
Attention: Clarence Eynon

From: Acting Superintendent, Rocky Mountain

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain National Park

We wish to apologize for failing to reply earlier to your memorandum of March 15, 1963. It was mislaid with some other files and only came to light last week. The answers to your nine questions are as follows:

1. The Special Use Permit to William F. Grove, which expires December 31, 1967, is in full effect, as issued by this office.

2. The quitclaim deed dated September 12, 1957 from William F. Grove to the United States, for a consideration of $10.00, conveys -

> ***any and all pipe, pipelines and rights-of-way appurtenant thereto or connected therewith, used in the supplying of water from the Hondius-Beaver Pipeline, situated and being in, on or extending across that part of the south one-half of secs. 27 and 26, T. 5 N, R. 73 W of the sixth principal meridian, lying south of the south boundary line of the High Drive Road.

This deed was obtained coincident with the acquisition by the United States of all private inholdings south of the High Drive Road, in connection with the east approach access road project. Two years later all buildings in this area served by the Hondius-Beaver Pipeline were removed.

3. Mr. Grove now serves 142 cottages, 9 of which are within the National Park. He charges an annual fee of $18.75 per cottage with

one full bath and kitchen sink. Additional charges for extra facilities are $5.00 per toilet, $5.00 per bath, $5.00 per shower, and $2.50 for a lavatory. The water system is barely able to keep up with the demand and can do so only because the using cottages are occupied only on a part-time basis. While he has never had to ration water, the users have always understood that those who tied into the system most recently would be the first to lose priority of use. All cottages, of course, are used for seasonal purposes only, as the water-line is inactive in winter.

No accurate figures are available on the amount of water Mr. Grove takes from the pipeline. The pipe is in a poor state of repair and can carry much less water than a new pipe in good condition. Mr. Grove estimates the use of water as being between 1,300,000 gallons and 2,600,000 gallons per season of 153 days a year. This amounts to 6 gallons per minute or .013 cubic feet per second. He further mentions that during the drier part of the summer he takes all of the water from Beaver Creek into the pipeline and presumably all of the water available at the three supplementary springs. If the line was replaced with new 2" pipe he could expect a line carrying capacity of 118 gallons per minute, or approximately .25 cubic feet per second.

4. We enclose a copy of the present contract used by Mr. Grove and his customers.

5. Use of the "Utility Area Lateral" noted in Mr. Dunn's memorandum of January 15, 1963, was abandoned in 1940. However, a 2" line was constructed in 1940 by the CCC from the present 150,000 gallon reservoir (to the north, on Buck Creek) connecting with the "south main pipeline" of the Hondius-Beaver system in the vicinity of the old High Drive Road and Buck Creek. This line is active and flows all winter by necessity to keep the "south main pipeline" from freezing since it is not a frostproof depth. The National Park Service makes use of this water since it flows into the reservoir and means less pumping from the Moraine Park well. It also flows into the reservoir during the summer with the exception of a brief time in early August when Mr. Grove uses all of the water.

6. We believe this question was covered in No. 3 above.

7. Approximately 75% of the main collection and distribution lines are inside the National Park and, as mentioned above, nine of the 142 cottages served are in the Park. Thus most of the small distribution lines are outside of the boundary.

8. We are using part of the water from the pipeline and intend to continue use of the reserved .11 cubic feet per second.

9. We mentioned the 2" line installed by the CCC in 1941, which is approximately ½-mile long. We do not know the cost of installation. It was installed to counteract the abandonment of the "Utility Area lateral".

If you need additional information we would be happy to mail Park files to you or have one of our staff meet you in Denver to help resolve some of the details. Your cooperation in this matter is very much appreciated.

Merlin K. Potts

Enclosure

Form 10-114
(Rev. Oct. 1958)

This permit consists of 5 pages

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

COPY

PERMIT NO.	EXPIRES
14-10-0235-691	12-31-67
PREVIOUS PERMIT NO. 14-10-235-275	

SPECIAL USE PERMIT

COPY Rocky Mountain National Park (Area)

William F. Grove, of Estes Park, Colorado is hereby authorized during the period from January 1, 1963 to December 31, 1967, to use Hondius-Beaver Pipeline located in T5N R73W of 6th P.M., from its beginning in Section 30 and extending easterly, where now constructed, across Sections 30, 29, 28 and 27 to the east boundary of the Park, together with the right to use the tool house located in the SW¼ NW¼ Section 27, and the right of ingress and egress across Government owned lands in the above named sections for the purpose of operating and repairing said line; period of use of said line shall be May 1 to October 1 of each year;

for the purpose of transporting and carrying not over .22 cubic feet per second of water from diversion points #1, #2, #4 and #5 as shown on the Hondius-Beaver Pipeline Map, Drawing NP-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado on April 13, 1939

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Two Hundred Fifty - - - - - - - - Dollars ($250.00), (Monthly, annually, etc.) as follows:

At the rate of Fifty Dollars ($50.00) per year

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

Issued at Estes Park, Colorado (City), this 30 day of January, 1963.

(Signed) Allyn F. Hanks
Superintendent.

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

TWO WITNESSES TO SIGNATURES	PERMITTEE (SIGNATURE)*
NAME /s/ W. Kyle Miller	NAME /s/ William F. Grove
ADDRESS Estes Park, Colorado	ADDRESS William F. Grove, Estes Park, Colorado
NAME /s/ Leon H. Sweetland, Jr.	NAME
ADDRESS Estes Park, Colorado	ADDRESS

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE

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

CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE: 1956 16—55968-3

16. All pipe, valves, structures and diversion works now located on or hereafter placed on Government owned lands are the property of the United States.

17. Permittee shall at all times maintain and keep said Government owned structures in as good condition as when this permit was issued, normal wear and tear excepted.

18. When necessary repairs or improvement of said pipe line require the disturbance of vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

19. The 0.22 cubic feet per second of water to be carried in said pipeline is part of the total 0.33 cubic feet per second decreed to and owned by the United States, Rocky Mountain National Park, as Domestic Priority 12, decreed November 14, 1939.

20. No new hookups or water service connections of any kind, in addition to those now in existence, shall be permitted within the boundary of Rocky Mountain National Park.

Permittee William F. Grove
Permit No. 14-10-0235-691
Date January 1, 1963 through December 31, 1967

COPY

CONTINUATION OF CONDITIONS OF THIS PERMIT (Form 10-114)

United States Department of the Interior
National Park Service

The following provisions cancel and supersede Condition 4, Nondiscrimination (Executive Order No. 10557 of September 3, 1954). In accordance with Executive Order No. 10925 of March 6, 1961, Condition No. 4 now reads:

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

(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the officer issuing this permit setting forth the provisions of this nondiscrimination clause.

(2) The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

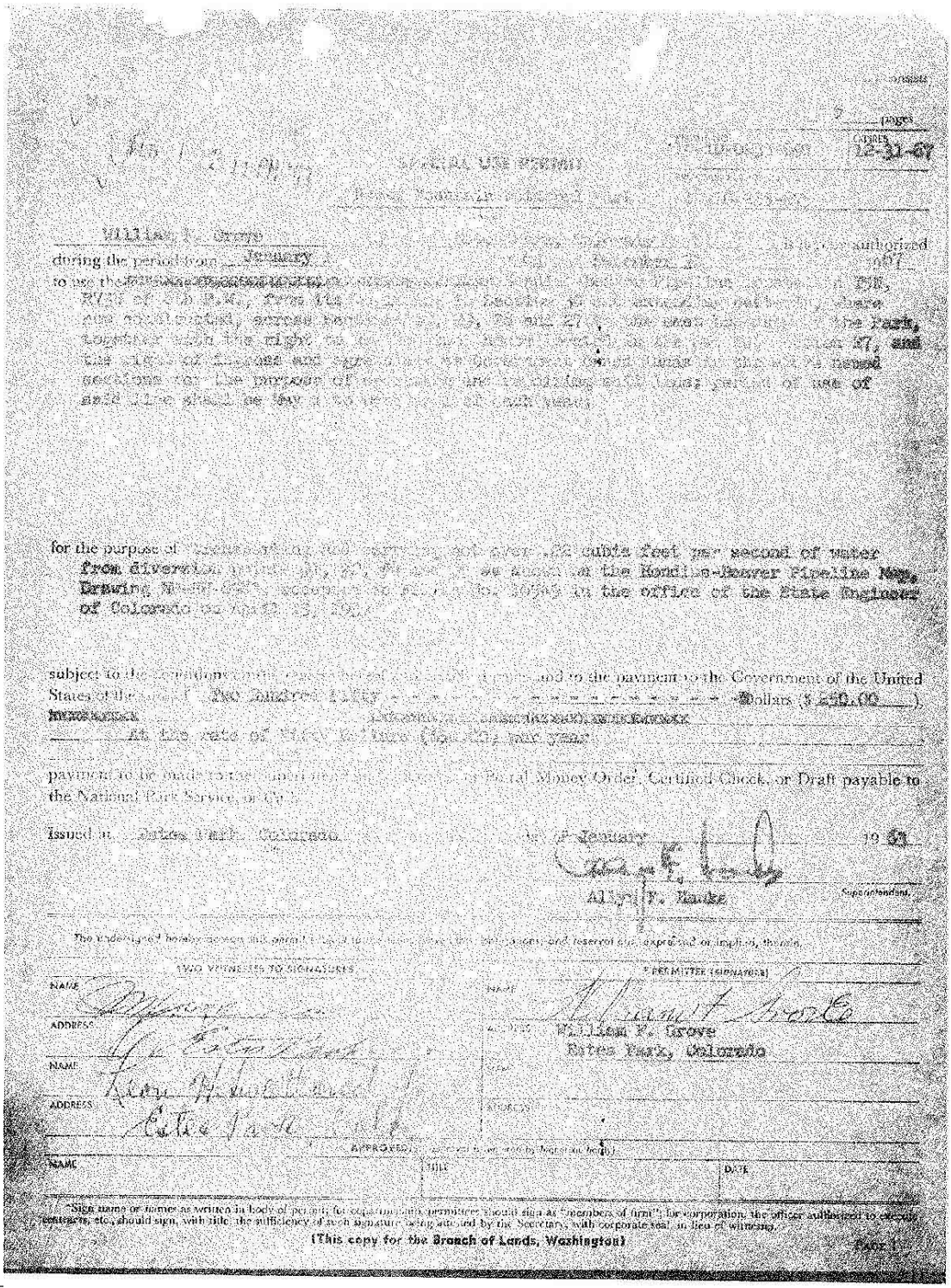
(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the issuing officer, advising the said labor union or workers' representative of the permittee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The permittee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the issuing agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the permittee's noncompliance with the nondiscrimination clauses of this permit or with any of the said rules, regulations, or orders, this permit may be cancelled in whole or in part and the permittee may be declared ineligible for further Government permits in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The permittee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the issuing agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event the permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the issuing agency, the permittee may request the United States to enter into such litigation to protect the interests of the United States



_____ pages

EXPIRES 12-31-67

SPECIAL USE PERMIT

William F. Grove

authorized during the period from January 1 to December 31 1967

to use the following described lands in the Rocky Mountain National Park, Colorado:

Right of Way 0.4 acre, more or less, in Section 27, Township 3 North, Range 74 West, 6th P.M., for the construction, operation, maintenance and termination, across portions of Lots 43, 44 and 47, of a water line in the Park, together with the right of ingress to and egress from said lands over Section 27, and the right of access over adjacent Government lands to the above described sections for the purpose of constructing and operating said line, said period of use of said line shall be for a term of ten (10) years.

for the purpose of constructing, operating and maintaining a water line over .02 cubic feet per second of water from diversion point in Sec. 27, T. 3 N., R. 74 W., as shown on the Mondile-Beaver Pipeline Map, Drawing No. [illegible] on file as File No. 30263 in the office of the State Engineer of Colorado (as amended May 23, 1962)

subject to the conditions contained on the reverse hereof and to the payment to the Government of the United States of the sum of Two Hundred Fifty Dollars ($ 250.00),

as follows: At the rate of Twenty-five ($25.00) per year

payment to be made prior to issuance of permit by Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Estes Park, Colorado, this 1st day of January 19 63

Alyn F. Hauke
Superintendent.

The undersigned hereby accepts this permit subject to all its terms, conditions and reservations expressed or implied, thereto.

TWO WITNESSES TO SIGNATURE

NAME [illegible]

ADDRESS [illegible]

NAME [illegible]

ADDRESS Estes Park, Colo.

PERMITTEE (SIGNATURE)

NAME William F. Grove

ADDRESS William F. Grove
Estes Park, Colorado

APPROVED (Superintendent or other officer designated to act)

NAME TITLE DATE

"Sign name or names as written in body of permit for corporations, partnerships, 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 witnessing.

(This copy for the Branch of Lands, Washington)

PAGE 1

16. All pipe, valves, structures and diversion works now located on or hereafter placed on Government owned lands are the property of the United States.

17. Permittee shall at all times maintain and keep said Government owned structures in as good condition as when this permit was issued, normal wear and tear excepted.

18. When necessary repairs or improvement of said pipe line require the disturbance of vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

19. The 0.22 cubic feet per second of water to be carried in said pipeline is part of the total 0.33 cubic feet per second decreed to and owned by the United States, Rocky Mountain National Park, as Domestic Priority 18, decreed November 14, 1939.

20. No new hookups or water service connections of any kind, in addition to those now in existence, shall be permitted within the boundary of Rocky Mountain National Park.

Permittee William F. Grove
Permit No. 14-10-0235-691
Date January 1, 1963 through December 31, 1967

Form 10-114
(Rev. Oct. 1966)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of 4 pages

PERMIT NO.	EXPIRES
14-10-0239-330	12/31/69

PREVIOUS PERMIT NO.
14-10-0239-969

SPECIAL USE PERMIT

Rocky Mountain National Park
(Area)

Mr. Arnold K. Greenhouse
Charles F. Scott Estate, of 613 South Ivy Way, Denver, Colorado is hereby authorized during the period from January 1, 1962 to December 31, 1969, to use the following-described land in the above-named area:

Operate a water distribution system with the Moraine Park Visitor Center pipeline, said system serving one cottage on the Charles F. Scott Estate Lands located in the NE¼SW¼ of Section 33, T5N, R73W, 6th P.M., in Rocky Mountain National Park, as indicated on the attached plat map which is by reference and attachment made a part of this permit.

for the purpose of supplying one cottage with water for domestic use during the summer season, the water to be furnished by the Government at approved rates.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Five Dollars ($ 5.00), in advance (Monthly, semiannually, etc.), or as follows

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

Issued at Estes Park, Colorado, this 15 day of December, 1961

(SGD) James V. Lloyd

James V. Lloyd, Superintendent

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

TWO WITNESSES TO SIGNATURES	*PERMITTEE (SIGNATURE)
NAME [illegible]	NAME Arnold K. Greenhouse, Pres.
ADDRESS [illegible]	ADDRESS Charles F. Scott Estate by Mr. Arnold K. Greenhouse, 613 South Ivy Way, Denver, Colorado
NAME [illegible]	NAME
ADDRESS [illegible]	ADDRESS

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE
[illegible]	Superintendent	

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

DISTRIBUTION: Fee Permit: To Superintendent's File. No Fee Permit: NOT USED.

Form 10-114a
(Dec. 1966)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
Rocky Mountain National Park	14-10-0235-510	3

15. Permittee shall install and maintain a shut-off valve at point of tapping Moraine Museum pipeline. The maintenance and upkeep of the permittee's distribution system shall be the responsibility of the permittee and the system shall be kept in good operating condition during use in order to avoid any wastage of water. The permittee shall notify the Superintendent of the Park when the water is turned into his system and likewise shall notify that officer when his system is closed.

16. Permission of the Superintendent of the Park must be secured before water service is extended to additional or new structures and the fee charged will be revised in accordance, if such permission is granted.

17. The rights to the water involved in this use are those of the Moraine Museum physician, adjudicated Decree of October, 1939, State Engineer's Filing 15598.

Permittee:
Mr. Arnold H. Greenhouse, Executor for
Charles F. Scott Estate

Special Use Permit
No. 14-10-0235-510

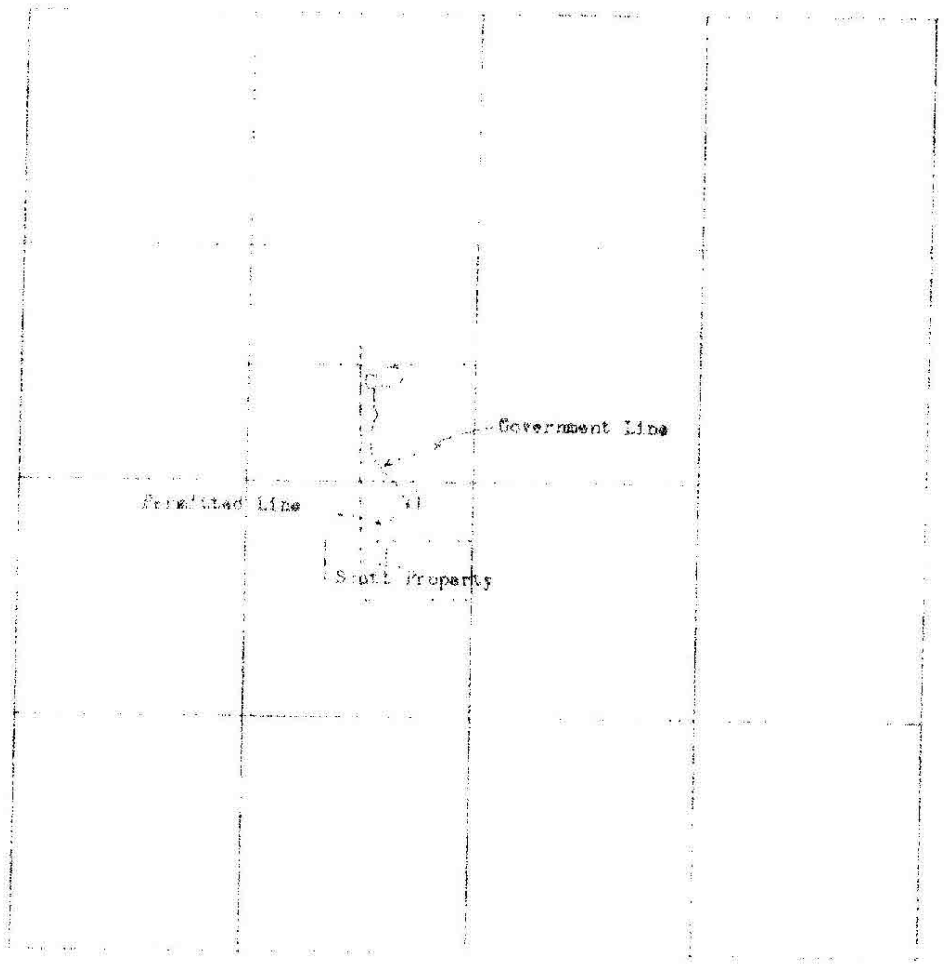
January 1, 1961 to December 31, 1965

U. S. GOVERNMENT PRINTING OFFICE 16—78301-1

Water Line Permit, Dr. Arnold F. Greenhouse
(Frank F. Scott Estate)

Special Use Permit
No. 14-10-0235-4310

NW¼ NW¼ Sec. 35, T 5 N, R 73 W, 6th PM
Rocky Mountain National Park
Larimer County, Colorado



Not to Scale.
Approximate locations and distances only.

N

Form 10-114
(Rev. Dec. 1956)

COPY

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

ROCKY MOUNTAIN NATIONAL PARK

SPECIAL USE PERMIT

This permit consists of _____ pages

PERMIT NO. 14-10-235-275 | EXPIRES

PREVIOUS PERMIT NO. 135NP-503

(Area)

William F. Grove, of Estes Park, Colorado is hereby authorized during the period from January 1, 1956 to December 31, 1962, to use the following described land in the above-named area: Hondius-Beaver Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 30 and extending in an Easterly direction, where now constructed, across Section 30, 29, 28 and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southwest Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #4 and #5, as shown on the Hondius-Beaver Pipe Line Map, Drawing NP-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado on April 13, 1939.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Three Hundred Fifty Dollars ($350.00), in advance (Monthly, semiannually, etc.), or as follows: At the rate of Fifty Dollars ($50.00) a year

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

Issued at Estes Park, Colorado (City) this 15th day of May 1956

/s/ James V. Lloyd
James V. Lloyd, Superintendent

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

TWO WITNESSES TO SIGNATURES	* PERMITTEE (SIGNATURE)
NAME /s/ Roberta C. Strait	NAME /s/ William F. Grove
ADDRESS Estes Park, Colo	ADDRESS Estes Park, Colorado
NAME /s/ Christabel M. Fouds	NAME
ADDRESS Estes Park, Colo.	ADDRESS

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE

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

PAGE 1

CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. S. GOVERNMENT PRINTING OFFICE : 1958 O—[illegible]

14. All pipe, valves, structures and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

15. Permittee shall at all times maintain and keep said government-owned pipe line and other structures in as good condition as when this permit was issued, normal wear and tear excepted.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The 0.22 cubic feet of water per second of time to be carried in said pipe line is part of the total 0.33 cubic feet of water per second of time decreed to the United States, Rocky Mountain National Park, Estes Park, Colorado, as domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939.

Permittee	William F. Grove
Permit No.	14-10-235-275
Date	January 1, 1956 to December 31, 1962

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
10-114
(September 1956)
(Revised)

No. 14-10-235-275

Pre as Permit No. I-35NP-903

Name

Rec Ltr 9-23-59

SPECIAL USE PERMIT

William F. Grove of Estes Park, Colorado, is hereby authorized

during the period from January 1, 19 56 to December 31, 62,

to use the ~~[illegible]~~ Mondius-Beaver Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 30 and extending in an Easterly direction, where now constructed, across Section 30, 29, 28, and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southwest Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #4 and #5, as shown on the Mondius-Beaver Pipe Line Map, Drawing NP-RM-6983, accepted as Filing No. 16459 in the office of the State Engineer of Colorado on April 13, 1939.

subject to the conditions on the reverse here of and attached pages and to the payment to the Government of the United States of the sum of Three Hundred Fifty dollars ($ 350.00), ~~[illegible]~~ or as follows: At the rate of Fifty Dollars ($50.00) a year

payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to the National Park Service.

Signed and approved at Estes Park, Colorado, this 15 day of May, 196

/s/ James V. Lloyd
Superintendent.

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

Two witnesses to signatures:

Robert C. Strait
Address Estes Park, Colorado

Christabel H. Fonda
Address Estes Park, Colorado

William F. Grove
Address Estes Park, Colorado

Address

~~[illegible]~~:

~~[illegible]~~

~~[illegible]~~ate

Sign name or names as written in body of permit; for copartnership, permittees should also sign "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.

16—32068-1

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

7. 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 area.

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

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

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

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

12. Permittee shall take adequate measures, as directed and approved by the Superintendent to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. Upon expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee shall, in compliance with directions of the Superintendent, remove all improvements placed on the premises by him, and shall restore the premises to a condition satisfactory to the Superintendent. The permittee's failure to remove any such structures and improvements within the time specified by the Superintendent shall constitute an agreement by him that they shall become the property of the United States, and may be removed by the Superintendent and Regional Director or Superintendent as the representative of the Director.

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

15. This permit includes and is modified by attached pages _____ through _____

U. S. GOVERNMENT PRINTING OFFICE 16—63068-4

14. All pipe, valves, structures and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

15. Permittee shall at all times maintain and keep said government-owned pipe line and other structures in as good condition as when this permit was issued, normal wear and tear excepted.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The ~~0.33~~ 0.22 cubic feet of water per second of time to be carried in said pipe line is part of the total 0.33 cubic feet of water per second of time decreed to the United States, Rocky Mountain National Park, Estes Park, Colorado, as Domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939.

Permittee	William F. Grove
Permit No.	14-10-235-275
Date	January 1, 1956 to December 31, 1962

No. [illegible]

SPECIAL USE PERMIT

Previous Permit
No. [illegible]

William F. Grove, of Estes Park, Colorado, is hereby authorized during the period from January 1, 1956, to December 31, 1962, to use the Rocky Mountain National Park for the purpose of maintaining the Rocky Mountain-Beaver Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 20 and extending in an Easterly direction, where now constructed, across Section 20 and extending in an Easterly direction, where now constructed, across Section 20, 29, 28, and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southeast Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #4, and #5, as shown on the Rocky-Beaver Pipe Line Map, Drawing #-M-6983, accepted as Filing No. 16519 in the office of the State Engineer of Colorado on April 13, 1939,
subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Three Hundred Fifty dollars ($350.00), as follows:

At the rate of Fifty Dollars ($50.00) a year, payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Estes Park, Colorado, this 15th day of May, 1956.

(Sgd.) James V. Lloyd
James V. Lloyd, *Superintendent.*

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

Two witnesses to signatures:

(Sgd.) Roberta C. Straub
Address Estes Park, Colorado

(Sgd.) Christabel E. Fonda
Address Estes Park, Colorado

(Sgd.) William F. Grove
William F. Grove
Address Estes Park, Colorado

Address Estes Park, Colorado

[illegible]

*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.

No charge

SPECIAL CONDITIONS OF THIS PERMIT

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

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. The United States reserves the right to perfect title to all rights for water which may be developed or used in connection with this permit and to the use of water sufficient for the needs of the area, as may be required by the Director, National Park Service, and the use of water developed hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Director, National Park Service.

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

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

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

7. 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 area.

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

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

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

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

12. Permittee shall take adequate precautions, as directed and approved by the Superintendent, to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. The term "Director, National Park Service" as used herein shall include the appropriate Regional Director, National Park Service as the representative of the Director.

U. S. GOVERNMENT PRINTING OFFICE

14. All pipe, valves, structures and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

15. Permittee shall at all times maintain and keep said government-owned pipe line and other structures in as good condition as when this permit was issued, normal wear and tear excepted.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The 0.22 cubic feet of water per second of time to be carried in said pipe line is part of the total 0.33 cubic feet of water per second of time decreed to the United States, Rocky Mountain National Park, Estes Park, Colorado, as Domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939.

Permittee William F. Grove
Permit No. 14-10-215-275
Date January 1, 1956 to December 31, 1962

L3031

April 19, 1956

Mr. William F. Grove
Box 533
Estes Park, Colorado

Dear Mr. Grove:

Confirming our discussion of April 16, I am pleased to enclose, for execution by you, a revised Special Use Permit No. 14-10-235-275 covering your use and operation of the Hondius-Beaver Pipe Line and allied structures in Rocky Mountain National Park for the period January 1, 1956, through December 31, 1962.

You should execute the original and two copies of this permit and return them to us, whereupon I shall complete the execution on behalf of the United States and furnish you with a fully executed copy for your files.

Your request of March 16, to extend and enlarge the reservoir capacity in the Park for the storage of water from this pipe line, is also approved in accordance with the drawing submitted with your letter of March 16. Copy of drawing is attached.

As you requested at our meeting, approval is also given to your request to re-roof the tool house; as well as to joining the roof lines of the new and the old portions of the storage reservoir, and re-roofing the old portion.

As you understand, the 0.22 cubic feet of water per second of time which you are authorized to divert and transport through the pipe line is part of the 0.33 cubic feet of water per second of time decreed to the United States, Rocky Mountain National Park, Estes Park, Colorado, as Domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939. The remaining 0.11 cubic feet of water per second of time involved in that decree is reserved for the exclusive use of the United States.

We are very much appreciative of your cooperation in this matter.

Sincerely yours,

(Signed) James V. Lloyd

James V. Lloyd
Superintendent

Enclosures

ROCKY MOUNTAIN NATIONAL PARK
MAR 21 1956

WESTERN FURNITURE Mfg.
From The Forest To You
Bill Grove

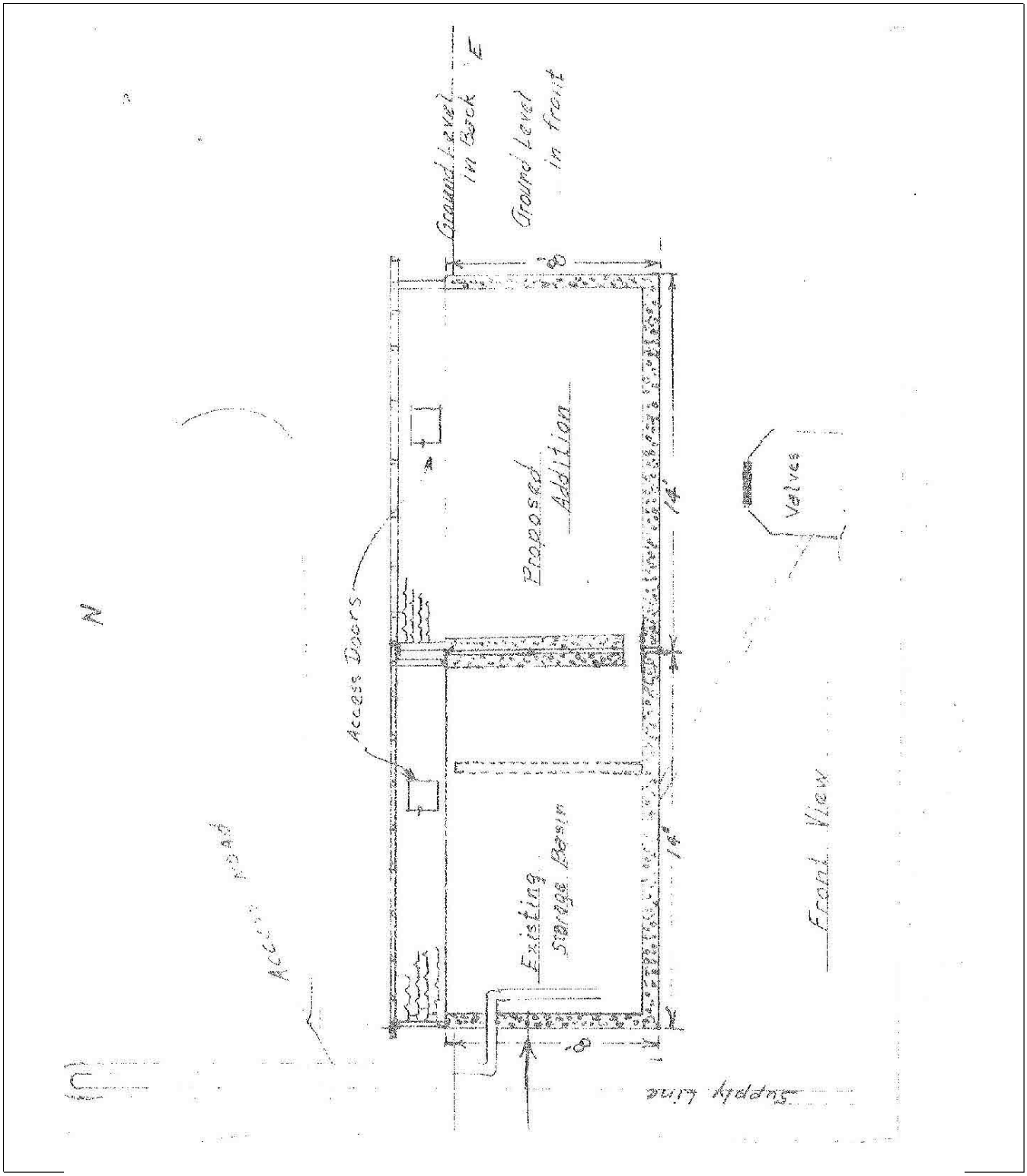
Box 533
ESTES PARK, COLO.

Phone 325-W

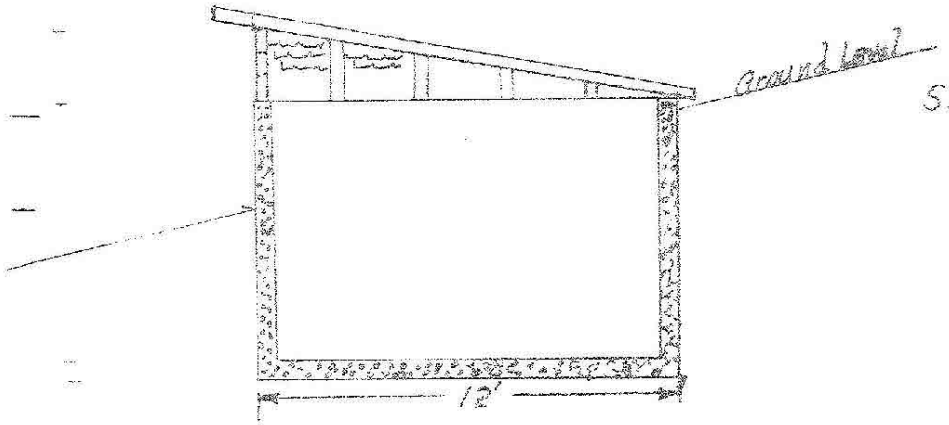
March 16, 1956

Superintendent Rocky Mountain
National Park.
Estes Park, Colorado.
Dear Mr. Lloyd:
Find enclosed a crude sketch of the proposed storage barn I would like to construct for the "Hondius Beaver Pipe Line." The location is up on the hill above the existing pipe house on Buck Creek. Thanking you for directing this in its proper Channel.

Yours Sincerely,
William H Grove


Ground Level In Back
Ground Level In Front
E
Proposed Addition
Valves
N
Access Doors
Existing Storage Basin
Front View
Supply Line

05-15-1956: Grove Special Use Permit, cont



End View

Structure :-

6" Concrete Wall

Frame Cover

Thick Butt Composition Shingles on Roof, Front, and Sides.

Dirt and Rock excavated will be used to Level off in front.

No trees will have to be removed, and grass will be planted on the exposed dirt.

Plan to have Cliff Fulton do the excavating, and Fred Walpert will do the Cement work.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
10-114
(June 1950)
(Revised)

COPY

No. I-35mp-303

REVOCABLE SPECIAL USE PERMIT

Year, 1952-62

William F. Grove, of Estes Park, Colorado, is hereby authorized during the period from January 1, 1952, to December 31, 1961, to use the ~~following described land in the above named area~~ Hondius-Beaver Pipe Line, located in Township 5 North, Range 73 West of the 6th P.M., from its beginning in Section 30 and extending in an Easterly direction, where now constructed, across Sections 30, 29, 28 and 27 to the East boundary of Rocky Mountain National Park, together with the right to use the tool house located in the Southwest Quarter of the Northwest Quarter of Section 27, and the right of ingress and egress across the government-owned lands in above named sections for the purpose of maintaining and repairing said pipe line;

for the purpose of transporting and carrying not to exceed 0.22 cubic feet of water per second of time from diversion points #1, #2, #4, and #5, as shown on the Hondius-Beaver Pipe Line Map, Drawing No-RM-6983, accepted as Filing No. 1651.9 in the office of the State Engineer of Colorado on April 13, 1939.

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Five Hundred dollars ($500.00) ~~in advance or~~ as follows:

At the rate of Fifty ($50.00) Dollars a year, payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Estes Park, Colorado this 7 day of Febr., 19 52

/s/ David H. Canfield
David H. Canfield, *Superintendent.*

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

Two witnesses to signatures:

/s/ Wallace O. McCaw
Rocky Mountain National Park
Address Estes Park, Colorado

/s/ William F. Grove
William F. Grove
Address Estes Park, Colorado

/s/ Wayne H. Hackett
Rocky Mountain National Park
Address Estes Park, Colorado

Address

APPROVED: Regional Director, Region ..., National Park Service.

(Sgd) Howard W. Baker

Date MAR 7 1952

*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.

16—28903-2

SPECIAL CONDITIONS OF THIS PERMIT

18. All pipe, valves, structures, and diversion works now located on or hereafter placed on government-owned lands are the property of the United States.

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

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. The United States reserves the right to perfect title to all rights for water which may be developed [illegible] in connection with this permit [illegible]

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

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

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

7. 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 area.

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

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

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

11. 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: *Provided*, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the general benefit of such corporation.

12. 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 covered by this permit 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.

13. Permittee shall take adequate measures, as directed and approved by the Superintendent, to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

14. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

15. Permittee shall at all times maintain and keep said government-owned pipe line in as good condition as when this permit was issued.

16. When necessary repairs or improvement of said pipe line requires the disturbance of any vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense.

17. The 0.22 cubic feet of water per second of time to be carried in said pipe line is that part of the total 0.33 cubic feet decreed as Domestic Priority 12 by the District Court, Boulder, Colorado, November 14, 1939, for the water users on said line. The remaining 0.11 cubic feet of water per second is the property of the United States.

08-10-1950: Contract

CONTRACT

THIS CONTRACT, made this 10 day of August 1950 by and between [illegible], first party, and [illegible], second party, is upon the following terms and conditions, to-wit:

1. This contract shall be in force for such time as the first party shall elect, and it is expressly understood and agreed that the first party shall have the right to terminate the same upon thirty days written notice by U. S. Mail to such party. It shall be subject to the rights of all persons, if any, who by earlier contracts or by law have prior rights to claim service of water from first party's water supply.

2. The first party hereby agrees to furnish during the existence of this contract a supply of water sufficient for domestic purposes to be used in cottages now constructed or hereafter to be constructed upon the following lands; not more than one cottage on each acre:

[illegible]

which can be so supplied with water by gravity out of first party's system as now constructed, all in Larimer County, Colorado.

3. For supplying such water the party of the first part has said certain water rights and may by such means collect from springs, streams, water supplies, and from any reservoirs which may be constructed for storing water, as may be found necessary and determined by the first party.

4. Provided, however, that the expense of piping from main line to the cottages of the second party, including necessary tees, cock and expansion joint and, in fact, all plumbing except the main line shall be borne by the second party. The second party shall make no connection with the main line without the consent of the first party nor shall second party extend any pipelines already made without such consent. All connections and extensions shall be made and done as second party may direct but only subject to the approval of first party.

5. The first party agrees to furnish a continuous flow of water for domestic purposes as herein defined, subject only to unavoidable accident not due to the gross negligence of the first party, and subject further to the failure of the natural supply and always subject to such licenses and uses of superior rights which may have heretofore been granted years out of said supplies, if any such superior right there may be.

6. The second party...hers, successors, administrators and assigns further definitely and expressly agree as follows:

(a) That the second party will place a shut-off or stopcock at some convenient place outside of each cottage and connected to the first party, and that the first party is hereby given the right of ingress and egress to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

(b) That all water rates herein and yearly payable in advance and that no person shall be entitled to water for any cottage until the rate for such cottage have been paid, and a contract for water made directly to the first party or to such person as first party may designate.

(c) Second party shall keep first party informed of second party's post office address, otherwise it shall be sufficient to be Estes Park, Colorado, post office.

7. "Domestic use" is limited hereunder to private household culinary and sanitary use only, and it is a condition hereof that second party shall not have the right to use the same for other facilities than hereinafter specified nor for agricultural irrigation, nor for use in any barn, corral, livestock water trough, nor for any outbuilding nor for water sprinkling or water sports of any kind, and that no water shall be wasted in any way. Second party shall keep his plumbing free from leakage.

8. That first party, or her authorized agent, shall have the right to inspect the plumbing on any premises and in any houses using water, for the purpose of detecting any leakage or waste of water, or any unauthorized use thereof. In the event of leakage, waste or use not herein authorized, the first party shall have the right to shut the water from the service pipes of the user until the proper conditions are made for authorized use only.

9. The second party, annually, in advance will pay, as rental for the water and service herein agreed to be furnished, the following rates:

5 @ 7½

For each cottage directly or indirectly connected with said system the sum of [illegible] Dollars, which charge shall be for water use in the following facilities, or any thereof now and hereinafter one water closet, and one sink tub.

For each additional water closet ..... Five @ 5.00 ..... Dollars

For each additional bath tub ..... None @ 5.00 ..... Dollars

For each additional lavatory ..... None @ 2.50 ..... Dollars

All of which rates shall be for a season beginning May 1st and ending September 30th of each year, or any part thereof.

10. This contract shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

WITNESS The signature of parties hereto in duplicate the day and year first above written.

[illegible]
First Party

Alfred P. Thorne
Second Party

Statement of Water Use
Number 1 Water District

[illegible]

COPY

For value received, I hereby assign and transfer unto William F. Grove, all of my right title and interest in and to that certain special use permit issued by the Department of Interior, National Park Service, Rocky Mountain National Park to Pieter Hondius dated the 23rd day of February 1932, granting the use to certain springs, water rights and Right of Way for pipe lines across Sections 27, 28, 29, 30 in Township 5 N., Range 73 W., of the 6th P.M. Larimer County, Colorado.

I hereby authorize the Superintendent of said Rocky Mountain National Park to recognize William F. Grove as entitled to all of the Rights under said permit.

(SGD) John M. Carmack

July 21, 1947

COPY

Mr. Doerr, Superintendent

Rocky Mountain National Park

ESTES PARK, COLO.

May 1st - 1945* August 13, 1945.**

For value received, I hereby assign and transfer unto John M. Carmack all of my right title and interest in and to that certain special use permit issued by Department of Interior, National Park Service, Rocky Mountain National Park, to Pieter Hondius dated the 23rd day of February, 1932 granting the use to certain springs, water rights and Right of Way for Pipelines across Sections 27, 28, 29 and 30 in Township 5 N., Range 73 W of the 6th P.M., Larimer County, Colorado.

I hereby authorize Superintendent of said Rocky Mountain National Park to recognize John M. Carmack as entitled to all of the Rights under said permit.

/s/ Eleanor E. Hondius

Estes Park, Colo.

* Written in longhand by Mrs. Hondius.

** Date crossed through by Mrs. Hondius by pen.

COPY

Estes Park, Colo.
Nov. 3rd, 1941.

Hon. Alva B. Adams,
U. S. Senator for Colorado,
Washington, D. C.

My dear Senator Adams:

I appreciate your showing an interest in my problem. My concern is over getting a continuation of the permit for my pipe line and water system in the Rocky Mountain National Park at Estes Park. It is known as the Hondius Water Supply. It was developed in 1906 by my late husband Pieter Hondius, from a series of springs and Beaver Creek in what was later put into the National Park. It serves 150 summer homes. The line extends for about six miles along the south side of Deer Mountain, nearly to the Estes Park town limits. There are many people who depend upon it. They are nice families, most of Denver and northern Colorado towns. The water supply is limited but I have been able to give good service. In order to serve them, I have to continue to receive the water from the Springs and Beaver Creek, from which my pipe line is fed.

The Springs are in the National Park lands which were sold to the Government ten years ago by my late husband. Since his death I have carried on. The water rights had been adjudicated in earlier decrees in his name. Some were transferred to the park service.

The ones I am interested in were adjudicated in the name of the United States in the decrees intered two years ago in Boulder County District Court. According to the United States Supreme Court decisions, I am advised by my attorney, William R. Kelly of Greeley that the water rights are adjudicated in the name of the Government that belong to whomever are the actual usuers. In fact, in the proceedings in water adjudication in the Boulder District Court, special United States Attorney Worth Allen, made the statement which is typewritten in the records, in Volume 2, Page 189 that the Government recognizes that the users of the water for residence purposes have that right as going with lands and the United States took its interest in the springs and pipe line encumbered with that right.

I have gotten along well with the Government until season before last, which was one of unusual water shortage, when one of the local National Park authorities began to make the statements that my permit would be reduced and might be cut off altogether. I think it will be found I have been keeping the line in good order and have not encouraged any connections beyond its capacity. However, its entire capacity, to the extent of the .33 of a second cubic feet decree is needed to serve the domestic users of those householders under the system. That means in the summer season

for the 150 householders, about 600 persons besides their guests.

I am not anxious to try to make speculation on the system or to dominate, in fact, I would be glad to turn it over to the Town of Estes Park and have offered to do so for $12,000, although the system cost twice that amount. My rates of charge for water are less than the Town charges for like service. The Town Board have been discussing with me the possibility of buying the system. However, I cannot turn it over with the implication being made by one of the National Park authorities here, that my permit will be cut down or will not be allowed to be assigned to the Town of Estes Park with the same extent to which my husband and I have had it and exercised it.

We began the supply of water through this pipe line 35 years ago but, after the Government took over the property 10 years ago, we have depended on the special use permit from the National Park Service. I am inclosing a copy of this special use permit. It has never been renewed but has been continued in use.

I would appreciate it very much if you would look into the matter and get for me some assurance that it will not be discontinued and that, if the Town of Estes Park takes over the administration of the water system, it may depend upon a permit by the same terms. Possibly someone in the Park Service will say that they want to use more of this water for fall pastures for the deer and elk. Experienced ranch people know, however, that those native hay pastures have had plenty of water and that the use for drinking and domestic purposes is also highly important if the people are to get the benefits of the Park for recreation purposes and if the people in summer cottages are to continue their use of their recreation homes in the Rocky Mountain National Park. There is much snow falling on the high ranges in the Longs Peak area this year and the water supply bids fair to be restored to normal again.

I will appreciate it if you will intercede for me to get some assurance that I may continue under this special permit as I have done for the past ten seasons.

Sincerely yours,

/s/ Mrs. Pieter Hondius - Eleanor E. Hondius
Box 32
Estes Park,
Colorado

STATE OF COLORADO)
--ss
COUNTY OF BOULDER)

IN THE DISTRICT COURT
NO. 10077

IN THE MATTER OF THE ADJUDICATION OF PRIORITIES OF RIGHTS TO USE OF WATER FOR IRRIGATION AND OTHER BENEFICIAL PURPOSES IN WATER DISTRICT NO. 4, WATER DIVISION NO. 1, IN THE STATE OF COLORADO.

TESTIMONY

July 6, 1939

Mr. Worth Allen, attorney.

STATEMENT OF CLAIM OF

THE UNITED STATES OF AMERICA

FOR THE HONDIUS BEAVER PIPELINE

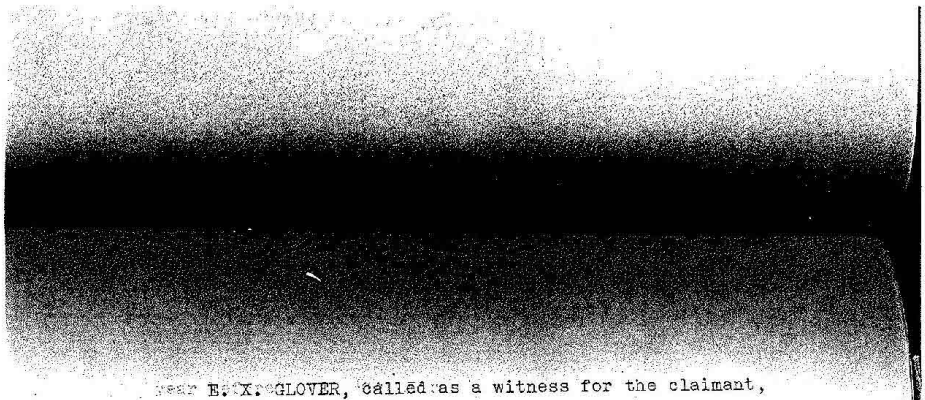
Deed marked Hondius Beaver X 1 and map marked Hondius Beaver X 2 for identification.

MR. ALLEN: We offer exhibit no. 1 being a deed dated February 18, 1932 in which Peter Hondius conveyed to the United States the land in question here.

THE COURT: It is received.

Said Hondius Beaver exhibit 1, having been received in evidence, is hereto attached.

Dan -
See p. 191.
Document from
State Archives
Ken



Dear E. X. GLOVER, called as a witness for the claimant, being first duly sworn, on oath testified as follows:

DIRECT EXAMINATION BY MR. ALLEN:

Q Now, Mr. Glover, will you state your full name, residence and occupation? A E. X. Glover.

Q You reside in Estes Park? A Yes, sir, in the summer time.

Q And how long have you been familiar with the Estes Park area particularly the land in question here where the Peter Hondius or Hondius Beaver pipeline is located? A About thirty-three or four years.

Q How long? A Thirty-three or four years.

Q Will you state, Mr. Glover, whether you were present at the location of the Hondius Beaver pipeline when the same was being constructed? A The first construction I missed, but after that I was there.

Q And what year was that you saw the latter part of the construction carried on on that pipeline? A The latter half of it you mean?

Q The part that you saw being constructed? A That was from the--I don't know what they call it, reservoir no. 2 I think it is on the edge of Deer mountain, from there on out to the end of the outlet I helped build.

Q What year was that? A If I ain't mistaken, it was 1908, either 7 or 8, but that was started in 1906.

Q 1906? A Yes, the pipeline started in 1906.

Q I want to get whatever the facts are. The notes I have taken from you stated you knew of the addition to the pipeline in 1907? A Yes, I helped on it in 1907.

Q And that was a later addition which had been started the

year before? A Yes, sir.

Q What connection did you have with the pipeline, Mr. Glover, were you associated or employed by Mr. Hondius? A After the water line was put in, I collected the water rent for Mr. Hondius from that day until the day he died.

Q That was in '34, was it not, his death? A '33 or 4, I not am positive.

Q And that work of collecting the rent on the line dated from what year would you say, was it completed in 1907 or 8? A 8 it was completed, in 7, completed in 8 and I run it down to our house in 9.

Q In 9? A Yes, sir.

Q So your work began in 1906, you saw the additions made in 1907 and it was completed in 1908? A Yes, sir.

Q What was the purpose of putting in this pipeline? A To supply water for the people that was coming in there buying summer residences or land and putting up summer cabins for vacation.

Q How many cabins would you say were in that area now? A About one hundred sixty-five.

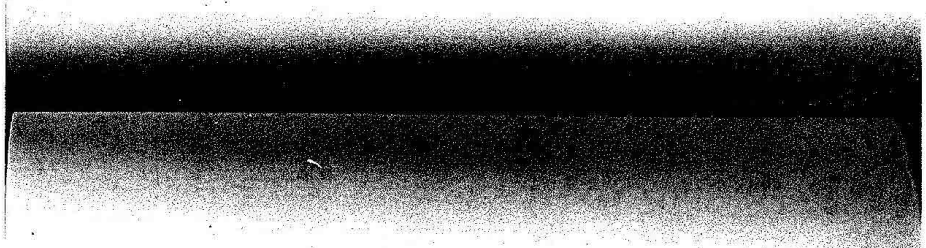
Q And the number has been gradually increased since 1907? A Yes, sir.

Q Or 8? A There was only thirty-three in there when it was started.

Q How many subdivisions did he have under this system? A I am not sure whether it was three or four.

Q At any rate it was a large area of land which he intended to subdivide, did subdivide and sell lots on? A Yes, and I sold lots for him, from one to a half dozen.

Q Mrs. Hondius, his widow, owns all of that land now except



the portion of it that was sold to the United States, does she not, I mean the unsold lots? A Well, there is very few of them.

Q Very few that are sold? A In our area.

Q What do you mean by our? A The hillside that we live on.

Q You don't know about the other parts of it? A Well, --

Q (Interrupting) Are you familiar with all the remaining portions of the Hondius subdivision? A I think so.

Q You think most of it has been sold? A Absolutely.

Q And what arrangement was entered into by Mr. Hondius later by Mrs. Hondius with reference to the water for the people to whom the lots were sold, didn't they enter into a contract with them to furnish them water? A Yes.

Q Was that a written contract? A Yes, sir.

Q And those people have been supplied with water under this system continuously since the system was built to the present time, have they not? A Yes, sir.

MR. ALLEN: I might say, your Honor, that the United States takes the position that these people are all entitled to the water and they have got their part of the land upon which a large part of the land is located incumbered with this burden and I submitted the statement of claim to Judge Stover and it is agreeable to both him and his client, Mrs. Hondius. I think that's all with this witness.

JOHN ADAMS, called as a witness for the claimant, being first duly sworn, on oath testified as follows:

DIRECT EXAMINATION BY MR. ALLEN:

Q Your name again please, Mr. Adams? A John Adams.

Q You reside in Estes Park? A Yes, sir.

Q How long did you say you had been there? A Fifty years

on the 11th of July this month.

Q In what year did you begin working for Peter Hondius? A Well, I don't know exactly, but I have worked for him more or less soon after he arrived in the park.

Q And when was that? A Well, I just don't know, but it has been a long time ago.

Q The notes I made stated 1902? A Yes, I think so, yes.

Q Now, do you know when the construction of the Hondius Beaver pipeline was begun? A Well, I couldn't say exactly, but I would say around 1906 or 7 probably in the fall of the year. I know they was a first division, probably about a mile constructed of two inch pipe, and a young fellow used to come to the park by the name of Dustin and he had this contract of building this pipeline, and then it was extended--can I answer in just a general way?

Q Yes, go ahead and tell what you know about the extension. A Well, it was built about a mile I would say to the--and the water was taken out then of what they call the Gilbert spring, there was a spring there and that was the end of the construction for a time, and more houses being built, more demand for water, then the line was extended and it was extended probably another mile, and as more houses were built and more demand for water was again extended clear up to the end of the pipeline. Now, that was just a few years before Mr. Hondius sold out to the government.

Q Mr. Glover stated he thought the work began in 1906, he observed the continuation in the summer of 1907. What would you say about the year 1906, would you say that it was earlier or later? A Well, I don't know, I don't think it is very much probably out of the way.

Q You are not absolutely positive about that? A No, sir.
Q Has the system been continuously used since it was first put in? A Yes, sir.
Q And the part of this area that was covered with cottages there was sold to the United States, was it not? A Yes, there were a few cottages on the part that the United States bought, not so very many.
Q How many cottages were there, do you know? A Well, not exactly, half a dozen maybe.
Q And what was done with the cottages, torn down? A No, they are still there.
Q Oh, I see. And for what purpose has this water been used? A For domestic purposes.
Q How many customers or do you know how many customers there are on the system? A Now?
Q Yes. A Well, there must be a hundred and thirty-five or forty cabins, cattages. Some are good cottages, some are smaller cabins and they are pretty well occupied generally.

MR. ALLEN: That's all, Mr. Adams.

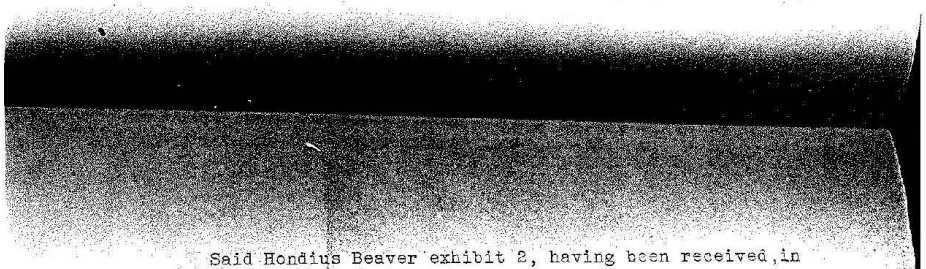
A. V. DUNN, called as a witness for the claimant, being first duly sworn, on oath testified as follows:

DIRECT EXAMINATION BY MR. ALLEN:

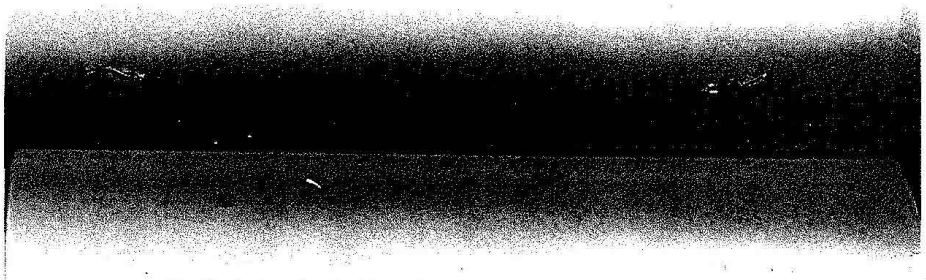
Q I will ask you to state, Mr. Dunn, whether or not you are familiar with Hondius Beaver pipeline? A Yes.
Q Have you drawn a map of that pipeline? A Yes.
Q And it is correctly set forth in exhibit no. 2, Hondius Beaver statement of claim? A That is correct.

MR. ALLEN: We offer in evidence that exhibit, if your Honor please.

THE COURT: It is received.



Said Hondius Beaver exhibit 2, having been received in evidence, is hereto attached.



Q How many headgates does that ditch have, or does that pipeline have? A It has six headgates.

Q Are they described correctly in paragraph 4 of the statement of claim? A Yes, those are correct.

Q Now, I will ask you to state whether or not the general course, the headgates, and the dimensions of the pipeline are correctly shown in paragraph 5th of the statement of claim? A Those are correct.

Q State whether or not the carrying capacity of the pipeline from the various headgates are correctly set forth in paragraph 6 of the statement of claim? A Those headgate diversions are correct.

Q I believe it is a fact, is it not, Mr. Dunn, that at times these various sources of supply do not furnish the total amount of water that the pipelines from those headgates can carry, isn't that correct? A That is true, yes.

Q State whether or not there ever has been taken or will be taken from the six headgates, assuming that the capacity is there, more than .33 cubic feet of water? A You ask whether there would be or whether there had been?

Q Well, the statement of claim says there never has been taken and will not be taken from the six headgates more than .33 cubic feet of water, is that correct? A That is correct.

Q Although the capacity of the pipe leading from those six headgates is .908 cubic feet? A That is correct.

THE COURT: Let me understand right there so I can check it here. Why is that true?

Q (By Mr. Allen) Will you tell him, Mr. Dunn? A The headgate diversions, portions of the pipe can take as much as half of these headgates, but the pipe as a whole delivering down to

the point of use is restricted in capacity to .33 of a second foot?

THE COURT: All right.

Q And I will ask you to state whether or not it isn't a fact most of the time there isn't available that much water .9 of a second foot from all six sources? A No, not after sometime in July.

Q The source of water for this system is Beaver creek, is it not? A Beaver creek and certain springs.

Q Which are tributary thereto? A Yes.

Q The creek is a stream of very limited capacity, is it not? A Yes.

Q Now, I will ask you to state whether or not the land the United States bought was a part of this land that had been subdivided for sale by Mr. Hondius in his various purposes for cabins? A A portion of the land that was bought from Mr. Hondius was the undeveloped portion of the subdivided land.

Q What portion? A I should between thirty-five and forty percent of the total subdivision was purchased by the United States.

Q And the part of the use that is made by the United States from this system at the present time is to what sort of place? A Our park utility area and residence area for the employees of the Park service.

Q It is true, is it not, that a part of the water that is supplied to this residential and utility area was transferred from an early ditch decree that was owned by Peter Hondius, owned by the United States? A I didn't get the first part of that.

Q Oh, I beg your pardon. I am mistaken on that. I will

ask you to state, Mr. Dunn, whether or not the use made by the United States on this land that was in the subdivision, that part of the land that was in the subdivision for cottages, whether the use now made by the United States for its utility and residential area is greater or less than would be made if Mr. Hondius had continued selling lots for individual cabins on that land? A No, there is used decidedly less.

Q In other words, the use that is being made by the United States in this area is less of a burden on the system than the burden would be if the original plan had been followed and he had sold out all this part of the land that was subdivided for cottages? A That is true.

Q In other words, the large part of this land in the subdivided area is not used for any purpose and won't be in the future? A No.

Q You confine your use of the water to that limited area called the residential and utility area? A That is right.

Q And that does not require as much water as that part of the land would have required if the subdivision and cottages had been put on it? A That is true.

Q When was the connection made between the pipeline or the system and the residential area, residential and utility area? A Well, the first knowledge I have of it was 1929 or '30. I think it was in before that.

Q Had been connected, the Hondius system? A Yes.

Q Has any substantial change been made so far as the Hondius system is concerned since the land was acquired from Peter Hondius by the United States? A They changed one pipe size I think from an inch and a half to a two inch for a portion of the distance. I am not too familiar with that.

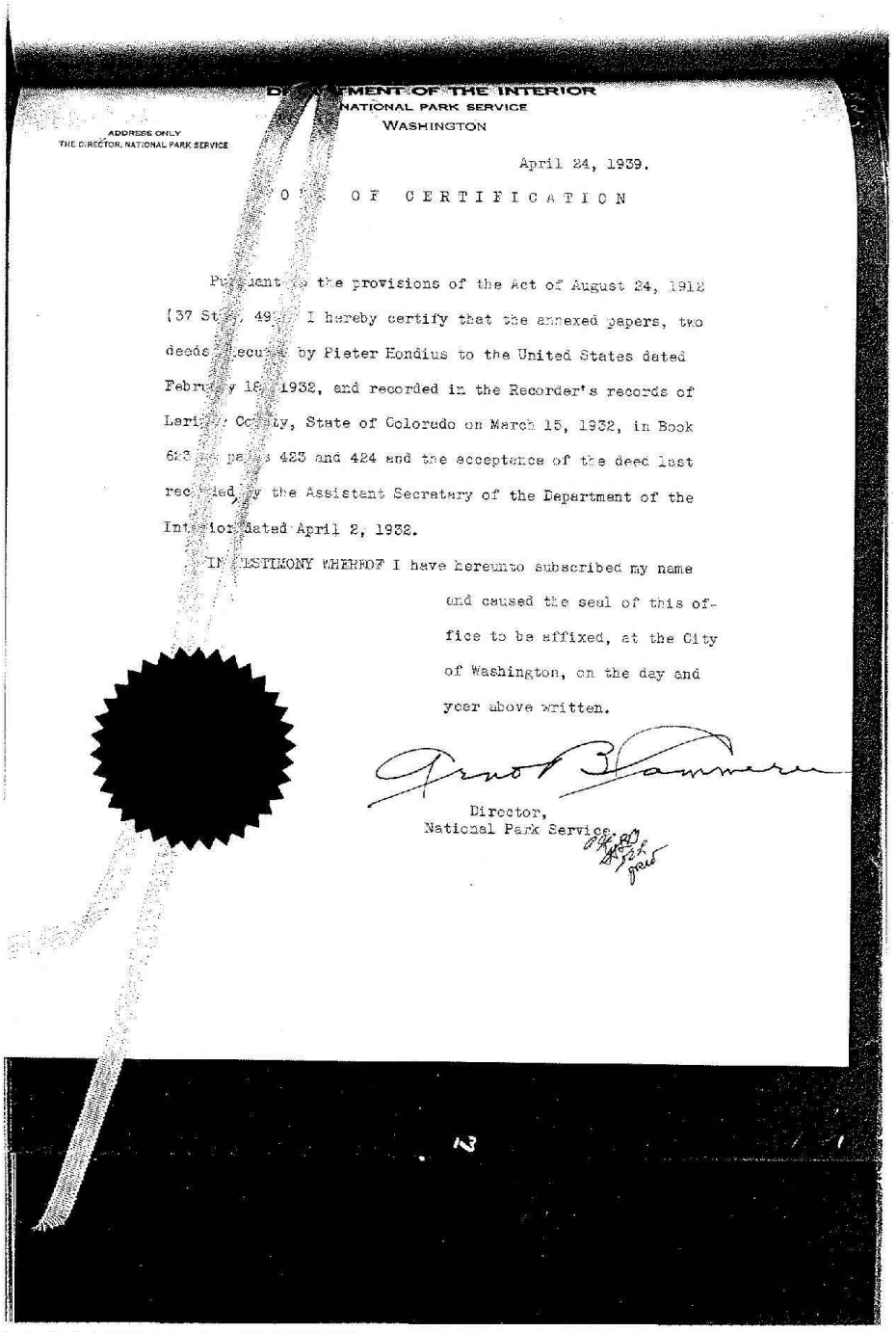
Q Now, have you correctly set forth the location of the cottages and the few buildings owned by the United States in the statement of claim beginning at the paragraph at the bottom of page 3 extending over on page 4? A That is correct.

MR. ALLEN: I think I have offered all the exhibits.

THE COURT: Yes, you have, only two exhibits in this matter. They are both received.

MR. ALLEN: That is all.

THE COURT: The testimony in the Hondius Beaver pipeline is closed.



DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

April 24, 1939.

CERTIFICATION

Pursuant to the provisions of the Act of August 24, 1912 (37 Stat. 497) I hereby certify that the annexed papers, two deeds executed by Pieter Hondius to the United States dated February 18, 1932, and recorded in the Recorder's records of Larimer County, State of Colorado on March 15, 1932, in Book 6[illegible] pages 423 and 424 and the acceptance of the deed last recited by the Assistant Secretary of the Department of the Interior dated April 2, 1932.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the City of Washington, on the day and year above written.

Director,
National Park Service.

13

Deed # 21-G

CERTIFICATE OF ACCEPTANCE

District No. 13

irtue of and pursuant to the authority conferred by the Act ngress approved January 26, 1915, (38 Stat. 798), and the Act ved February 14, 1931, (46 Stat. 1115), I, the undersigned, as A ant Secretary of the Interior, do hereby accept the att deed dated February 18, 1932, wherein and whereby Pieter Hond conveys to the United States of America certain land situ within the area of the Rocky Mountain National Park.

itness whereof, I, as said Assistant Secretary, hereunto set d officially and have caused the seal of said department to b ixed hereto and in attestation hereof this 2nd day April, 1932.

Assistant Secretary.

Deed 2/13/32 Pieter Hendriks to U.S. Recorded in Larimer County as Records 390195 and 390196 Filed for record 3/5/32 in book 623, p. 423 and 424

Priority claimed in case No. 10077 was 9/1/1906 for .33 cfs

No. _____

10—114
(Oct. 1934)

YEAR, 19 32-51

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT

Pieter Hondius, of Estes Park, Colorado, is hereby authorized during the term of one year from ~~said~~ February 19 32, to Feb. 19 33, to use the following-described land in the above-named national park: Those certain springs and water rights as a source of water supply for the Hondius Water Supply System, as shown by map or plat of the same now on file in the office of the State Engineer of the State of Colorado, being filing No. 15370, together with right of way for pipe lines leading across sections 27, 28, 29 and 30, T. 5 N., R. 73 W., for the purpose of supplying water to various individuals now _____ under contract by the said Pieter Hondius, and for the further purpose of supplying additional water to parties who may purchase properties from said Pieter Hondius in the E/2 of SW/4 and SE/4 of Sec. 27, Township 5 N., R. 73 W., together with the right of ingress and egress across lands in Secs. 27, 28, 29 and 30 and the use of the tool house in Sw. NW. of Sec. 27 for the purpose ~~of~~ repairing and maintaining said water system, it being particularly understood and agreed that the privileges herein authorized shall not be construed to permit in any way the furnishing or supplying of water to any party or parties within the authorized boundaries of the Rocky Mountain National Park other than to the parties subject to the conditions on the reverse hereof and to the payment to the Government of the United States and in the amounts now under contract with said permittee.

of the sum of No dollars ($ No), ~~in advance, or as follows:~~ _____, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to the Director, National Park Service.

Signed at Rocky Mountain National Park this 22 day of Feb 19 32

Edward B Rogers
Supt
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:

F. J. Solinsky, Jr.

Address Hobart Bldg, San Francisco, Calif.

Eleanor E. Hondius

Address Estes Park, Colorado

Pieter Hondius

Address Estes Park, Colo.

Address _____

APPROVED: (Sgd.) HORACE M. ALBRIGHT

~~ACTING~~ *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—8218

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. This permit shall be automatically renewable at its expiration for further periods of one year each but not exceeding in all a term longer than twenty years unless extended by written renewal hereof.

U. S. GOVERNMENT PRINTING OFFICE 0—32715

10—114

No. .....

Year, 1932-33

COPY

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

ROCKY MOUNTAIN NATIONAL PARK

SPECIAL USE PERMIT.

Pieter Hondius of Estes Park, Colorado is hereby authorized during the term of one year, from Feb. 1932, to Feb. 1933 to use the following-described land in the above-named national park: Those certain springs and water rights and springs as a source of water supply for the Hondius Water Supply System, as shown by map or plat of the same now on file in the office of the State Engineer of the State of Colorado, being filing No. 15370, together with right of way for pipe lines leading across sections 27, 28, 29, and 30 T. 5 N. R. 73 W for the purpose of supplying water to various individuals now under contract by the said Pieter Hondius, and for the further purpose of supplying additional water to parties who may purchase properties from said Pieter Hondius in the S½ of SW¼ and SE¼ of Sec. 27, Township 5 N., R. 73 W., together with the right of ingress and egress across lands in Secs. 27, 28, 29 & 30 and the use of the tool house in SW NE of Sec. 27 for the purpose of repairing and maintaining said water system, it being particularly understood and agreed that the privileges herein authorized shall not be construed to permit in any way the furnishing or supplying of water to any party or parties within the authorized boundaries of the Rocky Mountain National Park other than to the parties and in the amounts now under contract with said permittees.

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of No dollars ($ No) ~~in advance~~, ...

....., payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to the Director of the National Park Service.

Signed at Rocky Mountain National Park, this 23rd day of February, 1932

(sgd) Edmund B. Rogers

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:

(sgd) P. J. Golinsky, Jr.

Address Mohart Building, San Francisco, Calif.

(sgd) Eleanor B. Hondius

Address Estes Park, Colorado

(sgd) Pieter Hondius

Address Estes Park, Colo.

Address .....

APPROVED:

(sgd) Horace M. Albright

Director, National Park Service.

[In quintuple.]

* Sign name or names as written in body of permit; for copartnership, permittee 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.

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 of the 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 of the 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 limits and bounds of the park.

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

8. This permit may not be transferred or assigned without the consent of the Director of the 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 any thing in it. ~~REVOCABLE AT THE DISCRETION OF THE 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. This permit shall be automatically renewable at its expiration for further periods of one year but not exceeding in all a term longer than twenty years unless extended by written renewal hereof.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
10-114
(October 1952)
(Revised)

No. _____

SPECIAL USE PERMIT

Previous Permit
No. _____

Pieter Hondius, of Estes Park, Colorado, is hereby authorized

during the period from Feb. and springs, 19 32, to Feb., 19 33,
to use the following-described land in the above-named area: Those certain springs and water rights as a source of water supply for the Hondius Water Supply System, as shown by map or plat of the same now on file in the office of the State Engineer of the State of Colorado, being filing No. 15370, together with right of way for pipe lines leading across sections 27, 28, 29 and 30, T. 5 N., R. 73 W., for the purpose of supplying water to various individuals now under contract by the said Pieter Hondius, and for the further purpose of supplying additional water to parties who may purchase properties from said Pieter Hondius in the E/2 of SW/4 and SE/4 of Sec. 27, Township 5 N., R. 73 W., together with the right of ingress and egress across lands in Secs. 27, 28, 29 and 30 and the use of the tool house in SW. NW. of Sec. 27 for the purpose of repairing and maintaining said water system, it being particularly understood and agreed that the privileges herein authorized shall not be construed to permit in any way the furnishing or supplying of water to any party or parties within the authorized boundaries of the Rocky Mountain National Park other than

subject to the conditions on the reverse hereof and to the payment to the Government of the United States to the parties and in the amounts now under contract with said permittee.

of the sum of _____ dollars ($ NP), in advance, or as follows: _____

_____, payment to be made to the Superintendent by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Rocky Mountain Natl. Park, this 23 day of Feb., 19 32

Edmund B. Rogers
Superintendent.

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

Two witnesses to signatures:

F. J. Colinsky, Jr. — Pieter Hondius

Address Hobart Bldg. San Francisco, Calif. — *Address* Estes Park, Colo.

Eleanor E. Hondius

Address Estes Park, Colorado — *Address* _____

APPROVED: [illegible] Director, Region ____, National Park Service.

/s/ Horace M. Albright

Date _____

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

16—93989-8

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

7. 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 place which may be used hereunder, and in the preservation of good order within the metes and bounds of the area.

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

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

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

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

12. All uranium, thorium, and all other material 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 covered by this permit 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.

13. Permittee shall take adequate measures, as directed and approved by the Superintendent, to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

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

15. The term "Director, National Park Service" as used herein shall include the appropriate Regional Director, National Park Service as the representative of the Director.

U. S. GOVERNMENT PRINTING OFFICE 16—26060-3

COPY

No._____
Year 1923-51
32

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Rocky Mountain National Park

SPECIAL USE PERMIT

Pieter Hondius, of Estes Park, Colorado is hereby authorized during the term of one year, from Feb., 1932, to Feb. 1933, to use the following described land and springs in the above-named national park: Those certain springs and water rights_____ as a source of water supply for the Hondius Water Supply System, as shown by map or plat of the same now on file in the office of the State Engineer of the state of Colorado, being filing No. 15370, together with right of way for pipe lines leading across Sections 27, 29 and 30 T. 5 N. R. 73 W. for the purpose of supplying water to various individuals now _____ under contract by the said Pieter Hondius, and for the further purpose of supplying additional water to parties who may purchase properties from said Pieter Hondius in the E½ of SW¼ and SE¼ of Sec. 27, Township 5 N., R. 73 W. together with the right of ingress and egress across lands in Secs. 27, 28, 29 and 30 and the use of the tool house in SW NW of Sec. 27 for the purpose of repairing and maintaining said water system, it being particularly understood and agreed that the privileges herein authorized shall not be construed to permit in any way the furnishing or supplying of water to any party or parties within the authorized boundaries of the Rocky Mountain National Park other than to the parties and in the amounts now under contract with said permittee,

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of No dollars ($No),

_____ payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to the Director of the National Park Service.

Signed at Rocky Mountain National Park, this 23rd day of Feb., 1932.

(sgd) Edmund B. Rogers
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.

(sgd) Pieter Hondius

Address Estes Park, Colorado

Two witnesses to signatures:

(sgd) I. J. Solinsky, Jr.
Address Hobart Bldg., San Francisco, Calif.

(sgd) Eleanor E. Hondius
Address Estes Park, Colorado

APPROVED:

(sgd) Horace M. Albright
Director, National Park Service

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 of the 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 of the 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 of the National Park Service in writing.

8. This permit may not be transferred or assigned without the consent of the Director of the 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 any thing in it.

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. This permit shall be automatically renewable at its expiration for further periods of one year each but not exceeding in all a term longer than twenty years unless extended by written renewal hereof.

THIS DEED, Made this 18th day of February, in the year of our Lord one thousand nine hundred and thirty two, between Pieter Hondius, (sometimes written Peter Hondius or P. Hondius) of Estes Park of the County of Larimer and State of Colorado, party of the first part, and the United States of America, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One hundred forty thousand seven hundred twenty ($140,720.00) Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part forever, all the following described lots or parcels of land, situate, lying and being in the County of Larimer and State of Colorado, and described as follows towit:-

Parcel 1. The Southeast quarter of the Southwest quarter (SE¼ of SW¼) of Section Eight (8), Township Five North (5N), Range Seventy-three West (73W).

Parcel 2. The North half (N½), the Southwest quarter (SW¼) and the North half (N½) of the Southeast quarter (SE¼) of Section Seventeen (17), Township Five North (5N), Range Seventy-three West (73W), less, however, the following described lots and parcels heretofore conveyed and segregated from the above described lands by the party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to the United States of America by deed designated as Instrument No. 269762, Larimer County records, and described as follows:

All that portion of the NE¼ of SE¼ of Sec. 17, Tp. 5 N., R. 73 W., lying south of the center line of the north branch of Fall River and containing 37 acres, more or less. Also that portion of the SE¼ of NE¼ of said Sec. 17 lying south of the center line of the north branch of Fall River, and containing 4 acres, more or less, together with the right of joint use of that

certain right-of-way for road purposes from the main road to the above described tract over and across that portion of the Se¼ of Ne¼ and Ne¼ of Se¼ of said Sec. 17, as described in and in accordance with agreement between C. A.Carlton and Pieter Hondius as recorded in Book 473 at page 162 of the public records of said Larimer County, and together with the right to lay, maintain and operate a pipe line across the Nw¼ of Se¼ of said section for the purpose of supplying the above described tract with water. It being the grantor's intention to allow grantee the joint use of such right-of-way as he owns and nothing more. There is hereby expressly reserved a right-of-way for road purposes over and across the premises herein conveyed for the grantor, his heirs and assigns from and to lands of the grantor lying west and southwest of said described premises.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to one Carlton by deed designated as Instrument No. 188941, Larimer County Records, and described as follows:

Beginning at the east center corner, Sec. 17, Tp. 5 N., R. 73 W., thence North 970 feet, thence south 73° 05' west 150 feet, thence south 22° 58' west 227.2 feet to center line of county road, thence north 72° 39' west 160 feet, thence north 43° 50' west 155 feet, thence north 62° 08' west 125 feet, thence north 71° 25' west 210 feet, thence south 58° 15' west 35 feet, thence south 3° 48' east 90 feet, thence south 36° 27' west 187 feet, thence north 77° 03' west 100 feet, thence south 89° 28' west 55 feet, thence south 65° 27' west 229.3 feet, thence leaving said county road south 0° 08' west 325 feet to a point in the center line of the north branch of Fall River, thence southeasterly along the center line of said river to a point on section line between Sections 16 and 17; thence northerly along said section line 310 feet to the point of beginning, and containing 24.19 acres, more or less.

(c) That certain piece or parcel of land conveyed by Pieter Hondius to Lucinda Halsey by deed designated as Instrument No. 181727, Larimer County records, and described as follows:

Beginning at a point in the center line of Fall River whence the center corner of Sec. 17, Tp. 5 N., R. 73 W., bears north 0° 17' east 66 feet, thence north 0° 17' east 66 feet to center of said section 17; thence north 0° 17' east 849 feet, thence south 87° 42' east 312 feet, thence south 66° 47' east 140 feet to the center line of the Highdrive; thence along the center line of the Highdrive south 84° 40' east 380 feet; thence south 81° 46' east 100 feet, thence north 72° 04' east 150 feet, thence north 86° 33' east 200 feet, thence north 70° 03' east 61 feet to the line between the Sw¼ of Ne¼ and the Se¼ of Ne¼ of Sec. 17, thence south 0° 08' west 325

feet to the center line of Fall River, thence along the center line of Fall River in a southwesterly direction to the point of beginning, and containing 16.8 acres, subject to right-of-way of Highdrive.

(d) That certain piece or parcel of land conveyed by Pieter Hondius to the precedessors in interest of Anna May Derby as set forth in the Larimer County records, and described as follows:

Beginning at the center corner of said Section 17, Tp. 5 N., R. 73 W., thence north 0° 17' east 1166.5 feet, thence south 87° 42' west 248.5 feet, thence north 68° 03' west 290 feet, thence north 56° 09' west 108 feet, thence north 78° 21' west 539.1 feet, thence south 86° 44' west 170 feet, thence south 0° 44' west 1052.2 feet, thence south 62° 59' west 207 feet, thence south 85° 11' west 125.2 feet, thence south 0° 44' west 112 feet, to the center of Fall River, thence easterly down along the center line of said river to a point whence the place of beginning bears north 0° 17' east 79 feet to the place of beginning, and containing 43.7 acres, more or less. The line joining the center corner and the N¼ corner of said Sec.17 was assumed as bearing north 0° 17' east to correspond with description of adjoining property, and all bearings are relative thereto.

Parcel 3. The South half (S½) of the Northeast quarter (NE¼); Lots (1) and (2) or West half of Northwest quarter (W½ of NW¼); Southeast quarter of Northwest quarter (SE¼ of NW¼); Northeast quarter of Southwest quarter (NE¼ of SW¼); North half of Southeast quarter (N½ of SE¼) and Southeast quarter of Southeast quarter (SE¼ of SE¼) of Section Eighteen (18), Township Five North (5N), Range Seventy-three West (73W).

Parcel 4. The Northwest quarter of the Northwest quarter (NW¼ of the NW¼) and Southwest quarter of Southeast quarter (SW¼ of SE¼) of Section Twenty (20), Township Five North (5N), Range Seventy-three West (73W).

Parcel 5. The Southeast quarter of Northeast quarter (SE¼ of NE¼); Southwest quarter (SW¼); South half of Southeast quarter (S½ of SE¼), and that portion of the Northeast quarter of Southeast quarter (NE¼ of SE¼), all in Section twenty-eight (28), Township Five North (5N), Range Seventy-three West (73W), described as follows:

All that portion of the NE¼ of SE¼ of said Sec. 28 lying south and southerly of the center of a public road known as Highdrive, and particularly described as:

Beginning at the SE corner of the NE¼ of SE¼ of Sec. 28, thence south 86° 47' West 179.9 feet to the center of the Highdrive Road, thence north 36° 7' east 304.9 feet along the center line of said road, thence south

235.1 feet to the place of beginning and containing 0.49 acres, more or less. Less, however, the following described lots and parcels heretofore conveyed and segregated from the above described lands by the party of the first part:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to W. E. Dixon by deeds designated as Instruments Nos. 247244 and 357603, Larimer County records, and described as follows:

All that portion of the Se¼ of the Se¼ of said Sec. 28 lying north and northerly of the center of a public road known as the Highdrive as the same is now established and traveled. Said tract being particularly described as follows:

Beginning at a point whence the Se corner of the Ne¼ of the Se¼ of said Sec. 28 bears north 86° 47' east 1251 feet, thence south 0° 1' west 374.9 feet to center line of right of way of 60-foot road; thence northeasterly along the north boundary of said right-of-way, the center line of which is described as follows: (From the last point above determined on the center line of the right-of-way), thence north 80° 57' east 513.2 feet, thence north 45° 10' east 225.1 feet, thence north 57° 25' east 123.9 feet, thence south 72° 59' east 152.4 feet, thence north 40° 12' east 225.3 feet, thence from this point on the center line of the road south 86° 47' west 1071.1 feet to place of beginning, and containing 5.14 acres, more or less, but, however, less any of the above described land situated within the boundary of the Sw¼ of Se¼ of said Sec. 28.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to Mary D. Mason and designated as Lot 58 of the Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 2.03 acres, more or less.

(c) Those certain pieces or parcels of land conveyed by Pieter Hondius to Philip Mecham and designated as Lots 62, 63 and 64 of the Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 4.06 acres, more or less.

(d) That certain piece or parcel of land conveyed by Pieter Hondius to P. J. Fitzgerald and designated as Lot 45 of Sunny Ridge Subdivision as the same is shown and designated on the plat on file in the Larimer County records, reference to which is hereby made, and containing 10 acres, more or less.

(e) Those certain pieces or parcels of land conveyed by Pieter Hondius to Theodore S. Huntington and Mary E. Huntington by deeds designated as Instruments Nos. 244407 and 244408, Larimer County records, and described as follows:

Commencing at a point from whence the S¼ corner of said Sec. 28 bears south 43° 37' east 1583 feet, thence north 15° 31' east 500 feet, thence north 74° 16' west 150 feet, thence south 15° 28' west 488.5 feet, thence south 89° 45' east 150 feet to the place of beginning and containing 1.7 acres, more or less.

Also commencing at a point from whence the S¼ corner of said Sec. 28 bears south 29° 46' east 1095 feet, thence north 74° 58' west 264.2 feet, thence north 66° 33' west 320 feet, thence north 15° 31' east 500 feet, thence south 81° 43' east 175.6 feet, thence north 86° 02' east 159 feet, thence south 62° 26' east 147.7 feet, thence south 5° 04' west 607 feet to the place of beginning and containing 7 acres, more or less.

(f) Those certain pieces or parcels of land conveyed by Pieter Hondius to E. Tyler Smith by deeds designated as Instruments Nos. 202313 and 243775, Larimer County records, and described as follows:

Beginning at a point on the north side of the Highdrive whence the S¼ corner of said Sec. 28 bears south 7° 01' east 908.3 feet, thence along the north side of the Highdrive south 80° 50' west 60.1 feet, thence south 77° 42' west 45 feet, thence north 88° 13' west 140.2 feet, thence north 78° 06' west 102 feet, thence leaving the north side of Highdrive north 2° 30' east 650 feet to the south side of the pipe line road, thence along the south side of the pipe line road north 88° 06' east 100 feet, thence south 79° 42' east 150 feet, thence south 89° 27' east 94.9 feet, thence leaving the pipe line road south 2° 30' west 631.5 feet to the point of beginning, and containing 5.13 acres more or less.

Also commencing at a point whence the S¼ corner of said Sec. 28 bears south 29° 46' east 1095 feet, thence north 5° 04' east 607 feet, thence north 89° 10' east 65 feet, thence south 2° 30' west 650 feet, thence north 64° 23' west 100 feet to the place of beginning and containing 1.1 acres, more or less.

(g) That certain piece or parcel of land conveyed by Pieter Hondius to Ethel B. Ridenour by deed dated September 17, 1919 and recorded October 29, 1919, in Book 395 at page 255, Larimer County records, and described as follows:

Beginning at a point whence the NE corner of SE¼ of SE¼ of Sec. 28 bears north 88° 47' east 1474.9 feet, thence south 337 feet to a point on the north side of the Highdrive, thence along the north side of the Highdrive south

81° 44' west 154 feet, thence south 87° 47' west 100 feet, thence leaving the north side of the Highdrive north 349.7 feet, thence north 86° 47' east 252.7 feet to the point of beginning, and containing 2 acres, more or less. (The line adjoining the east quarter corner and the southeast corner of Sec. 28 was assumed north and south and all bearings were taken relative thereto).

Parcel 6. Northwest quarter of Northeast quarter (NW¼ of NE¼); South half of Northeast quarter (S½ of NE¼); South half of Northwest quarter (S½ of NW¼); North half of Southwest quarter (N½ of SW¼) and Southeast quarter (SE¼) of Section twenty-nine (29), Township Five North (5N), Range Seventy-three West (73W).

Parcel 7. South half of Northeast quarter (S½ of NE¼) and North half of Southeast quarter (N½ of SE¼) of Section Thirty (30), Township Five North (5N), Range Seventy-three West (73W).

Parcel 8. North half of Northeast quarter (N½ of NE¼) of Section 13, Township Five North (5N), Range Seventy-four West (74W). Less, however, the following described lots and parcels heretofore conveyed and segregated from the above described land by party of the first part:

(a) That certain piece or parcel of land conveyed by Pister Hondius to Eleanor Hondius by deed designated as Instrument No. 258665, Larimer County records, and described as follows:

All that portion of the N½ of the NE¼ of said Sec. 13 lying and being situated south or southerly of the center line of Fall River, said center line being determined by the present course of said Fall River and described as follows:

Beginning at a point on the township line between Ranges 73 and 74 and from which the NE corner of said Sec. 13 bears north 875.5 feet, said point being also in the center line of Fall River, thence westerly along said center line as follows: North 82° 09' east 40.3 feet, thence south 40° 45' west 96.4 feet, thence north 71° 33' west 61.9 feet, thence north 7° 33' west 148.1 feet, thence north 89° 48' west 50.7 feet, thence north 30° 18' west 82 feet, thence north 52° 10' west 238.2 feet, thence north 22° 15' west 118.8 feet, thence north 67° 15' west 129.8 feet, thence south 52° 18' west 199.6 feet, thence south 12° 59' east 89.6 feet, thence south 34° 46' east 119.8 feet, thence north 77° 30' west 134.9 feet, thence south 30° 44' west 115 feet, thence north 61° 16' west 199.1 feet, thence south 33° 10' west 242.2 feet, thence north 27° 12' west 49.9 feet, thence north 24° 36' east 67.1 feet, thence north 32° 22' west 112.4

feet, thence south 41° 04' west 90.3 feet, thence south 11° 53' west 67.3 feet, thence south 68° 15' west 275.7 feet, thence north 25° 15' west 152 feet, thence south 72° 15' west 131.6 feet, thence south 44° 55' west 76.8 feet, thence north 65° 39' west 98.6 feet, thence north 41° 46' east 120.2 feet, thence north 9° 51' west 62.5 feet, thence south 87° 13' west 64.6 feet, thence south 25° 43' west 131.1 feet, thence north 37° 51' west 72.5 feet, thence north 12° 25' east 125.1 feet, thence north 62° 42' west 73.9 feet, thence south 30° 33' west 113 feet, thence north 60° 29' west 95.7 feet, thence north 35° 38' east 132.8 feet, thence north 45° 47' west 86.3 feet, thence south 81° 03' west 84.9 feet, thence south 4° 10' east 101.5 feet, thence north 75° 40' west 109.5 feet, thence north 10° 20' east 97.3 feet, thence north 20° 24' east 105.2 feet, thence north 78° 09' west 99.7 feet, thence south 34° 56' west 74.9 feet, thence south 22° 52' east 116.7 feet, thence south 88° 57' west 131.7 feet, thence north 66° 51' west 155 feet, to the intersection of this center line with the west line of the said NW¼ of NE¼ of said Sec. 13, and containing 41.19 acres, more or less.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to Minnie E. March by deed designated as Instrument No. 257198, Larimer County records, and described as follows:

That portion of the NW¼ of the NE¼ of Sec. 13, described as follows:

Beginning at a point on the section line between Sections 12 and 13 and from whence the NE corner of said Sec. 13 bears north 89° 46' east 773.6 feet, said point being also situated on the south side of the right-of-way of the Fall River Road, thence south 49° 12' east 432.5 feet along the south side of right-of-way, thence south 22° 24' west 159.6 feet to a point in the center of Fall River, thence westerly along the center line of the present course of Fall River, said center line being determined by courses and distances as follows:
(From the point last above mentioned), thence north 67° 15' west 129.8 feet, thence south 52° 18' west 199.6 feet, thence south 12° 59' east 89.6 feet, thence south 34° 46' east 119.8 feet, thence north 77° 30' west 134.9 feet, thence south 30° 44' west 115 feet, thence north 61° 16' west 199.1 feet, thence south 33° 10' west 242.2 feet, thence north 27° 12' west 49.9 feet, thence north 24° 36' east 67.1 feet, thence north 32° 22' west 118.4 feet, thence south 41° 04' west 90.3 feet, thence south 11° 53' west 67.3 feet, thence south 68° 15' west 275.7 feet, thence north 25° 15' west 152 feet, thence south 72° 15' west 131.6 feet, thence south 44° 55' west 76.8 feet, thence north 65° 39' west 98.6 feet, thence north 41° 46' east 120.2 feet, thence north 9° 51' west 62.5

feet, thence south 87° 13' west 64.6 feet, thence south 25° 43' west 131.1 feet, thence north 37° 51' west 72.5 feet, thence north 12° 25' east 125.1 feet, thence north 62° 42' west 73.9 feet, thence south 30° 33' west 113 feet, thence north 60° 29' west 93.7 feet, thence north 35° 38' east 132.8 feet, thence north 45° 47' west 86.3 feet, thence south 81° 03' west 84.9 feet, thence south 4° 10' east 101.5 feet, thence north 75° 40' west 109.5 feet, thence north 10° 20' east 97.3 feet, thence north 20° 24' east 105.2 feet, thence north 78° 09' west 99.7 feet, thence south 34° 56' west 74.9 feet, thence south 22° 52' east 116.7 feet, thence south 88° 57' west 131.3 feet, thence north 66° 51' west 155 feet to the point of intersection of this center line with the west line of the NW¼ of NE¼ of said Sec. 13; thence from this point of intersection north 0° 36' west 431.8 feet to the N¼ corner of said Sec. 13, thence along the said section line between Sections 12 and 13 north 89° 46' east 1886.4 feet to the place of beginning, and containing ~~69.84~~ acres, more or less.

All of the foregoing lands are in Township Five North (5N), Ranges Seventy-three (73) and Seventy-four (74) West of the Sixth (6th) Principal Meridian, Colorado. The net area hereby agreed to be conveyed is approximately 1,762 acres, more or less. Less, however, rights-of-way for roads heretofore granted to the United States of America or the State of Colorado, or the County of Larimer, State of Colorado, and also right-of-way granted to the Estes Park Electric and Power Company for so-called Cascade Pipe line, and any other rights-of-way heretofore granted, it hereby being the intention of said Pieter Hondius, party of the first part, to convey to the United States of America all his right, title and interest of whatsoever kind that he now owns or possesses within the boundaries of the following described lands:

SE¼ of SW¼ of Section 8; N½; SW¼ and N½ of SE¼ of Section 17; S½ of NE¼; Lots 1 and 2 of W½ of NW¼; SE¼ of NW¼; NE¼ of SW¼ N½ of SE¼ and SE¼ of SE¼ of Section 18; NW¼ of NW¼ and SW¼ of SE¼ of Section 20; SE¼ of NE¼; SW¼; NE¼ of SE¼ and S½ of SE¼ of Section 28; NW¼ of NE¼; S½ of NE¼; S½ of NW¼; N½ of SW¼; and SE¼ of Section 29; S½ of NE¼ and N½ of SE¼ of Section 30; all in Tp. 5 N., R. 73 W., N½ of NE¼ of Section 13 in Tp. 5 N., R. 74 W., all relating to the 6th Principal Meridian, Colorado.

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part. And the said party of the first part, for himself and his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peacable possession of the said party of the second part, against

State of California,
COUNTY OF [illegible] } ss.

On this [illegible] day of [illegible], A.D., 19[illegible] before me, [illegible]
a Notary Public in and for said County and State, personally appeared [illegible], known to me, (or proved to me on the oath of [illegible]); to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[illegible]
Notary Public in and for said County and State.

ACKNOWLEDGMENT—GENERAL—WOLCOTT'S FORM 233.

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TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part. And the said party of the first part, for himself and his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peacable possession of the said party of the second part, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Peter Houdini (SEAL)

Corrected

D E E D.

PIETER HONDIUS (sometimes written Peter Hondius or P. Hondius)

-to-

UNITED STATES OF AMERICA.

Dated: February ____, 1932.

STATE OF COLORADO,)
COUNTY OF LARIMER) ss.

I hereby certify that this instrument was filed for record in my office at ... o'clock ... MAR 15 1932 ... 19...
and is duly recorded in book 623
page 424.
Witness my hand and official seal.
(SEAL)
By ... Deputy.

Ruth Kennedy County Clerk
and Ex. Officio Clerk of Court
Larimer Co. Colo.

*AI-550 70941 MAR 15 -32

24

02-18-1932: Deed

Docket No. 13

THIS DEED, Made this 18th day of February, in the year of our Lord, one thousand nine hundred and thirty-two (1932), between Pieter Hondius (sometimes written Peter Hondius or P. Hondius), of Estes Park, of the County of Larimer and State of Colorado, party of the first part, and the United States of America, party of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of one (1) dollar, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part forever, all of the following described lots or parcels of land, situate, lying and being in the County of Larimer and State of Colorado, and described as follows, to-wit:

Parcel 1. The Southwest Quarter of Northwest Quarter and West half of Southwest Quarter of Section Twenty-seven (27), Township Five (5) North, Range Seventy-three (73) West, of the 6th Principal Meridian, less, however, the following described lots and parcels of land heretofore conveyed and segregated from the above described lands by the first party:

(a) That certain piece or parcel of land conveyed by Pieter Hondius to George Matthew Adams by deed designated as Instrument No. 216185, Larimer County records, and described as follows:

Beginning at a point on the north side of the pipe line road whence the west center corner of Sec. 27, Tp. 5 N., R. 73 W. bears south 86° 28' west 410 feet, thence north 1294.5 feet, thence east 394.3 feet, thence south 1358.3 feet to a point on the north side of pipe line road, thence along the north side of the pipe line road north 78° 10' west 230 feet, thence north 84° 22' west 170 feet to the point of beginning, being a portion of the $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 27, Tp. 5 N., R. 73 W., and containing 11.95 acres, more or less, all bearings assumed north and south.

(b) That certain piece or parcel of land conveyed by Pieter Hondius to W. E. Dixon by deed designated as Instrument No. 247244, Larimer County records, and described as follows:

Beginning at a point whence the E¼ corner of Sec. 28, Tp. 5 N., R. 73 W. bears north 114 feet, thence south 993.5 feet to a point on center line of the right-of-way of 60-foot road, thence in a northeasterly direction along north side of said right-of-way, the center line of which is described as follows: (From the last point above determined on the center line of the right-of-way), thence north 52° 50' east 179.3 feet, thence north 45° 54', east 312.9 feet, thence from this point on the center line of the road north 17° 46' west 219.8 feet, thence north 21° 57' west 109 feet, thence north 40° 87' west 72 feet, thence north 52° 39' west 168.8 feet, thence north 14° 59' west 112 feet, thence north 34° 14' west 101.4 feet to the place of beginning, and containing 4.28 acres, more or less.

(c) That certain piece or parcel of land conveyed by Pieter Hondius to C. Otho and Alta M. Anderson by deed designated as Instrument No. 203549, Larimer County Records, and described as follows:

Beginning at a point whence the intersection of the center lines of the High Drive and the south road of Woodland Heights Second Subdivision, a plat of record, bears north 38° 02' west 180.8 feet, thence south 62° 54' west 428 feet, thence south 38° 42' east 209.3 feet, thence north 62° 54' east 428 feet, thence north 38° 42' west 209.3 feet to point of beginning, and containing 2 acres, more or less.

(d) Those certain pieces or parcels of land and being portions of Lots 29, 30, 31 and 42 of Woodland Heights Second Subdivision, (and Lot 45 of Sunny Ridge Subdivision,) situated within the boundaries of the W½ of SW¼ of Sec. 27, Tp. 5 N., R. 73 W. NW¼

Parcel 2. West half of Northeast Quarter of Northwest Quarter of Section Thirty-four (34), Township Five (5) North, Range Seventy-three (73) West, of the 6th Principal Meridian.

The net area hereby agreed to be conveyed is approximately 12½ acres, more or less. Less, however, rights-of-way for roads heretofore granted to the United States of America or the State of Colorado or the County of Larimer, State of Colorado, and any other rights of way heretofore granted, it hereby being the intention of said Pieter Hondius, party of the first part, to convey to the United States of America all of his right, title and interest of whatsoever kind that

he now owns or possesses within the boundaries of the following described lands:

SW¼ of NW¼ and W½ of SW¼ of Sec. 27 and W½ of NE¼ of NW¼ of Sec. 34, all in Twp. 5 N., R. 73 W.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part forever. And the said party of the first part for himself and his heirs, executors and administrators, does covenant, bargain and agree to and with the said party of the second part that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peaceable possession of the said party of the second part against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said party of the first part has

hereunto set his hand and seal the day and year first above

State of California,
COUNTY OF Riverside } ss.

On this 18th day of February, A.D., 1932, before me, Robert L. Edwards a Notary Public in and for said County and State, personally appeared Pietes Houdins (sometimes written Petes Houdins or P. Houdins), known to me, ~~(or proved to me on the oath of .....)~~, to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

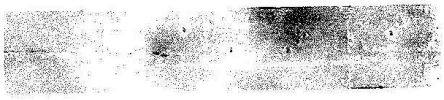
In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robert L. Edwards
Notary Public in and for said County and State.

My Commission expires Dec. 30-1934.

ACKNOWLEDGMENT—GENERAL—WOLCOTTS FORM 233.

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hereunto set his hand and seal the day and year first above written.

Peter Hoehn (SEAL)

Signed, Sealed and Delivered in
the Presence of

F. J. Schmidt Jr.

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service

The within deed is accepted on behalf of the United States as of April 10, 1950, under the authority contained in the act of August 24, 1949 (Public Law 263, 81st Cong.), and pursuant to authority delegated by Departmental Order No. 2402, dated January 14, 1948 (13 F. R. 361).

Hillory A. Tolson

Acting Director
National Park Service

Compared

D E E D .

PETER ANDRIUS (sometimes written
Peter Andrius or P. Hondius)

-to-

UNITED STATES OF AMERICA,

Dated: February 18, 1932.

STATE OF [illegible])
COUNTY OF LARIMER) ss.

I hereby certify that the instrument was
filed for record in my office at ... o'clock ... M., MAR 15 1932, 19...
and is duly recorded in book ...623...
of ... records.
Witness my hand and official seal.

Recorder.

By ..... Deputy.

Title Guaranty Company
of Ft. Mt. at Court Place.

AI-2.00 70942 MAR 15 32

Supporting Hydro Data

Copy

Form 10-114
Rev.Aug.86
OMB No. 1024-0026

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use Water

Date Permit Reviewed 19__ _____
Reviewed 19__ _____
Reviewed 19__ _____
Expires 1995 12/31/95

Long Term____
Short Term X

Permit # RMR-ROMO-6000-303
Region Park Type No#

ROCKY MOUNTAIN NATIONAL PARK

HIGH DRIVE WATER DISTRICT of P.O. Box 1053, Estes Park, CO 80517 _____
Name or Permittee Address Phone

is hereby authorized during the period from (Time ___ day 01 Month 01 1995), through (Time ___ day 31 Month 12 1995), to use the following described land or facilities in the above named area:

Hondius-Beaver Pipeline located in T4N, R73W, of 6th PM, from its beginning in Sec. 30 and extending easterly, where now constructed, across Sections 30, 29, 28, and 27 to the east boundary of the park, together with the right to use the tool house located in the SW 1/4 NW 1/4 Sec. 27, and the right of ingress and egress across Government owned lands in the above named sections for the purpose of operating and repairing said line: period of use of said line shall be May 1 to October 1.

For the purpose(s) of:

Transporting and carrying not over .22 cubic feet per second of water from diversion points #1, #2, #4, and #5 as shown on the Hondius-Beaver Pipeline Map, Drawing NP-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado, on April 13, 1939.

Authorizing legislation or other authority (RE-NPS-53 Appendix 1):

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI___ EIS___ OTHER APPROVED PLANS___

PERFORMANCE BOND: Required___ Not Required X Amount $_____

LIABILITY INSURANCE: Required___ Not Required X Amount $_____

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of $ 50.00 annually.

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

PERMITTEE_____ _____
Signature Date

Authorizing Official_____, Homer L. Rouse _____ _____
Signature Superintendent Date

Additional
Authorizing Official_____, _____ _____
(If Required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

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

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

4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The permittee is prohibited from giving false information, to do so will considered a breach of conditions be grounds for revocation: [Re:36 CFR 2.32 (4)].

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION. If use of the resource covered by their permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Permittee's noncompliance with the non-discrimination clauses of this permit or with any such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 25, 1965, as amended, or by rule, regulations, or order of the Secretary of labor or as otherwise provided by law.

(g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliances: Provided, however, that in the event the Permittee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Addendum

Rocky Mountain National Park
Permit No. RMR-ROMO-6000-303

9. All pipe, valves, structures, and diversion works now located on or hereafter placed on Government-owned lands are the property of the United States.

10. Permittee shall maintain said Government-owned structures in such condition equal to or better than delivered under prior permits.

11. When necessary repairs or improvement of said pipeline require the disturbance of vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense. The Resource Management Specialist will provide the necessary liaison with the park. In addition, all discarded materials resulting from repair or improvement to the system will be removed from the park.

12. The 0.22 cubic feet per second of water to be carried in said pipeline is part of the total 0.33 cubic feet per second owned by the United States, Rocky Mountain National Park, as decreed in District Court, Boulder County, Water Division I, Case No. 10077, 1939.

13. No new hookups or water service connections of any kind shall be permitted within the boundary of Rocky Mountain National Park.

14. Permittee shall maintain and operate said pipeline in such a manner as to furnish water to all consumers in accordance with the public health standards of the State of Colorado.

15. Permittee shall supply water without charge to selected Government owned buildings currently served by the pipeline.

16. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to persons or damage to property resulting from the exercise of the privileges granted by this permit.

17. Permission of the Superintendent of the Park must be secured before water service is extended to additional or new structures and the fee charged will be revised in accordance, if such permission is granted.

18. The special use permit may be renewed subject to a showing of reasonable progress towards securing alternate sources of water.

Permittee:
High Drive Water District

January 1, 1995 through December 31, 1995

Form 10-114
Rev.Aug.86
OMB No. 1024-0026

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use Water

Date Permit Reviewed 19__ _____
Reviewed 19__ _____
Reviewed 19__ _____
Expires 1994 12/31/94

Long Term____
Short Term X

Permit # RMR-ROMO-6000-303
Region Park Type No#

ROCKY MOUNTAIN NATIONAL PARK

HIGH DRIVE WATER DISTRICT of P.O. Box 1053, Estes Park, CO 80517 _____
Name or Permittee Address Phone

is hereby authorized during the period from (Time ____ day 01 Month 01 1994), through (Time ___ day 31 Month 12 1994), to use the following described land or facilities in the above named area:

Hondius-Beaver Pipeline located in T4N, R73W, of 6th PM, from its beginning in Sec. 30 and extending easterly, where now constructed, across Sections 30, 29, 28, and 27 to the east boundary of the park, together with the right to use the tool house located in the SW 1/4 NW 1/4 Sec. 27, and the right of ingress and egress across Government owned lands in the above named sections for the purpose of operating and repairing said line: period of use of said line shall be May 1 to October 1.

For the purpose(s) of:

Transporting and carrying not over .22 cubic feet per second of water from diversion points #1, #2, #4, and #5 as shown on the Hondius-Beaver Pipeline Map, Drawing NP-RM-6983, accepted as Filing No. 16549 in the office of the State Engineer of Colorado, on April 13, 1939.

Authorizing legislation or other authority (RE-NPS-53 Appendix 1):

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI___ EIS___ OTHER APPROVED PLANS___

PERFORMANCE BOND: Required___ Not Required X Amount $_____

LIABILITY INSURANCE: Required___ Not Required X Amount $_____

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of $ 50.00 annually.

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

PERMITTEE Thomas A Peters _____
Signature Date

Authorizing Official Homer L. Rouse Homer L. Rouse 9/14/94
Signature Superintendent Date

Additional
Authorizing Official _____ _____ _____
(If Required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

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

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

4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The permittee is prohibited from giving false information, to do so will considered a breach of conditions be grounds for revocation: [Re:36 CFR 2.32 (4)].

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION. If use of the resource covered by their permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Permittee's noncompliance with the non-discrimination clauses of this permit or with any such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 25, 1965, as amended, or by rule, regulations, or order of the Secretary of labor or as otherwise provided by law.

(g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliances: Provided, however, that in the event the Permittee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Addendum

Rocky Mountain National Park
Permit No. RMR-ROMO-6000-303

9. All pipe, valves, structures, and diversion works now located on or hereafter placed on Government-owned lands are the property of the United States.

10. Permittee shall maintain said Government-owned structures in such condition equal to or better than delivered under prior permits.

11. When necessary repairs or improvement of said pipeline require the disturbance of vegetative cover or soil, permittee shall replace same and smooth the general contour of surrounding area and replant the disturbed area with native plants at his expense. The Resource Management Specialist will provide the necessary liaison with the park. In addition, all discarded materials resulting from repair or improvement to the system will be removed from the park.

12. The 0.22 cubic feet per second of water to be carried in said pipeline is part of the total 0.33 cubic feet per second owned by the United States, Rocky Mountain National Park, as decreed in District Court, Boulder County, Water Division I, Case No. 10077, 1939.

13. No new hookups or water service connections of any kind shall be permitted within the boundary of Rocky Mountain National Park.

14. Permittee shall maintain and operate said pipeline in such a manner as to furnish water to all consumers in accordance with the public health standards of the State of Colorado.

15. Permittee shall supply water without charge to selected Government owned buildings currently served by the pipeline.

16. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to persons or damage to property resulting from the exercise of the privileges granted by this permit.

17. Permission of the Superintendent of the Park must be secured before water service is extended to additional or new structures and the fee charged will be revised in accordance, if such permission is granted.

18. The special use permit may be renewed subject to a showing of reasonable progress towards securing alternate sources of water.

Permittee:
High Drive Water District

January 1, 1994 through December 31, 1994

Other Supporting Information

Randy—

7/6/01

I discussed the attached with Curt Menefee.

He totally agrees with the opinion of Ralph Considine that the USA is the owner of the Hondius-Beaver Water Rights.

Ken

KEN

RECEIVED
JUN 28 2001
WATER RESOURCES
DIVISION 1
GREELEY, COLORADO

GREGORY A. WHITE
Attorney At Law

June 27, 2001

MR. RICHARD L. STENZEL, P.E.
COLORADO DIVISION OF WATER RESOURCES
800 8TH AVENUE, ROOM 321
GREELEY, CO 80111

Re: RE: Protest to the July 1, 2000 Abandonment List
Hondius Beaver Pipeline 1-6 Water Rights
Structure Numbers 554, 651, 653, 611, 612, 638

Dear Mr. Stenzel:

I am the Town Attorney for the Town of Estes Park. The Town of Estes Park hereby joins in the protest of the Hondius Water Users Association of the inclusion of the Hondius Beaver Pipeline 1, 2, 3, 4, 5, and 6 in the July 1, 2000 abandonment list. In 1996, the Town and the Hondius Water Users Association entered into an agreement for the purpose of the Town providing water service to the Association. As a part of that agreement, the Town and the Association agreed to the transfer of any water rights owned by the Association to the Town. The parties are in the process of reviewing this transfer. It is the position of the Town of Estes Park that the above referenced water rights have not been abandoned as more fully set forth in the protest letter filed by the Association.

Accompanying this letter is the required $10.00 fee.

If you have any questions please do not hesitate to give me a call.

Very truly yours,

Gregory A. White

cc: Ed Hartsook, President Hondius
Water Users Association
Bill Linnane, Public Works Director

1423 West 29th St
Loveland, CO 80538

(970) 667-5310
Fax (970) 667-2527

HONDIUS WATER USERS ASSOCIATION
P.O. Box 1053
Estes Park, Colorado 80517-1053

June 28, 2001

Mr. Richard L. Stenzel, P.E.
Colorado Division of Water Resources
800 8th Avenue, Room 321
Greeley, CO 80111

RE: Protest to the July 1, 2000 Abandonment List
Hondius Beaver Pipeline 1-6 Water Rights
Structure Numbers 554, 651, 653, 611, 612, 638

Dear Mr. Stenzel:

The Hondius Water Users Association hereby protests the inclusion of the Beaver Pipeline 1, 2, 3, 4, 5, and 6 in the July 1, 2000 abandonment list pursuant to Section 37-92-401 (3), C.R.S. (1989). These water rights are not abandoned. The Hondius Water Users Association (the Association) is presently processing the transfer its ownership interest to the Town of Estes Park as an alternate point of diversion. An application will be filed in coming months with the Water Court in and for Water Division 1. As you may be aware, the Association contracted for treated water service from Estes Park beginning in 1997. All or a portion of the Hondius Beaver Pipeline water rights may be transferred to the Town in return for service considerations pursuant to Town regulations.

The specific areas of the Association's protest are as follows:

1. The Hondius Beaver Pipeline (1-6) water rights were in continuous use from their original appropriation (1906) through 1997. During the time, the Hondius Beaver Pipeline water rights were used each and every year since construction of the pipeline to supply domestic and commercial water users as indicated on the original filing map for the water system;

2. In 1998, the Hondius Water Users Association began receipt of treated water from the Town of Estes Park pursuant to an Agreement for the Supply of Water to the Hondius Water Users Association, Inc. approved by the Town pursuant to Ordinance No. 14-96. The Agreement and related Town Ordinances allow for an adjustment of the "bulk water rate" paid by the Association to reflect the value associated with water rights contributed to the Town;

3. Members of the Association receive a portion of their water through the Town of Estes Park's participation in the Colorado Big Thompson Project managed and administered by the Northern Colorado Water Conservancy District. Project waters are a supplemental water supply to be used to enhance the limited native water supplies of the South Platte River basin. The Hondius Beaver Pipeline 1-6 water rights are a base water supply of the Association;

4. Pursuant to its various agreements and interest, the Association has no intent to abandon the water rights associated with the Hondius Beaver Water Pipeline 1, 2, 3, 4, 5, and 6.

Please find enclosed a check in the amount of $10.00 for the filing fee for this protest. We look forward to working with you to resolve this matter.

Sincerely,

Hondius Water Users Association

Ed Hartsook
President

10/10/01

Call from Bob re –

1) - Let them proceed - ~~Have it abandoned~~
2) Have it removed from the abandoned list

3) They cannot access the site - Trespass against WSH #

4) Put on a charge Order to the courts (very costly)
- Objectors WCWCD + others
- Must have meetings costly -

Lynn does not want to do this in State Court -

Wants to do this in Federal Court I –

In any event, if the water right is not abandoned then we have to move years to start it, before we again abandon it!



IMPORTANT: This facsimile is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected from disclosure under applicable law. If the reader of this transmission is not the intended recipient or the employee or agent responsible for delivering the transmission to the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this transmission or its contents is strictly prohibited. If you have received this transmission in error, please notify us by telephoning and return the original transmission to us at the address given below.

FROM: Lynn A. Johnson, Senior Attorney
Department of Justice
Environment and Natural Resources Division
General Litigation Section
999 18th St. Suite 945
Denver, Colorado 80202

Fax No. (303) 312-7331
Voice No. (303) 312-7315

TO: Peter Fahmy; Ken Czarnowski **DATE:** October 11, 2000

FAX No. 970-586-1310; 303-231-5363

NUMBER OF PAGES SENT (INCLUDING COVER PAGE): 5

SPECIAL INSTRUCTIONS: Attached are draft stipulations regarding the water rights on the abandonment list. Please let me know what you think and provide me with any changes/comments you may have. Also, we talked about doing an augmentation plan for the Baldpate Inn/Lily Lake using NWCD water. Were you going to send me the information - e.g. the contract or did you already and I have just misplaced it. Thanks. Lynn

DISTRICT COURT, WATER DIVISION NO. 1, COLORADO

July 1, 2000, Division Engineer Abandonment List

STIPULATION AND AGREEMENT FOR DELETION OF BALDWIN DITCH FROM THE JULY 1, 2000, DIVISION ENGINEER ABANDONMENT LIST

The United States of America ("United States"), by and through its undersigned counsel, and the Division Engineer for Water Division No. 1, through the Attorney General of the State of Colorado, stipulate and agree as follows:

1. The Division Engineer listed the United States' Baldwin Ditch domestic use water right in the amount of 1.0 cfs having an appropriation date of December 31, 1899, and an adjudication date of July 25, 1941 (Domestic Priority No. 6, Water District No. 4), on the July 1, 2000, Division Engineer Abandonment List.

2. The point of diversion for the Baldwin Ditch water right is located in Rocky Mountain National Park on the north bank of Beaver Creek at a point whence the NE corner of Sec. 34, T5N, R73W of the 6th P.M. bears North 40 degrees 54' West 1,306 feet.

3. The Baldwin Ditch water right was purchased by the United States from the High Drive Heights Development for domestic use in Rocky Mountain National Park. The water is no longer used for this purposes. **Is that a correct statement of the facts or was it ever used?)** OK

4. The United States and Division Engineer agree to the entry of a decree relinquishing the Baldwin Ditch water right to the stream system and the deletion of the Baldwin Ditch water right from the Division Engineer's Abandonment List.

WHEREFORE, the United States and the Division Engineer respectfully request the Court:

A. Enter an Order approving this Stipulation and Agreement

B. Enter a Decree relinquishing the Baldwin Ditch water right to the stream system and deleting the Baldwin Ditch water right from the Division Engineer's Abandonment List.

Yes, the water was used!

UNITED STATES OF AMERICA

By: _____
Lynn A. Johnson, Esq. #15394
Department of Justice, ENRD
999 18th St.; Suite 945
Denver, Colorado 80202
(303) 312-7315

FOR THE DIVISION ENGINEER

By: _____

HONDIUS WATER USER'S ASSOCIATION

TO: Rocky Mountain National Park

FROM: Hondius Board

SUBJECT: Invoice Adjustment of 1996 Billing For Upper Lift Station.
Current Payment Due

There are four Park Houses (rather than three) and one (rather than two) private houses being served by the Upper Lift Station System. Two additional houses (one Park and one private) are not served. Accordingly, the billing ratio should be 80% Park and 20% Hondius rather than 60% Park and 40% Hondius as billed as year.

Also, the fourth Park house has not been charged the uniform assessment of $1,000 billed to all users in 1996. Finally, all four Park houses have yet to be charged the $250/unit billed to other units on April 1, 1997.

The specific charges resulting from the above are:

1.	For the ratio change, 20% of the Keaney Invoice of $19,858.80	$3,972.00
2.	Fourth Park house $1,000 assessment	1,000.00
3.	Additional $250 for the four Park houses	1,000.00
	Current Amount Due:	$5,972.00

A. Durand Jones
Rocky Mountain National Park

Ian -

I do not remember if I gave this to you or not -

For your files -

Ian L

THE HONDIUS WATER LINE – A HISTORY

On a bright, sunny day in 1895, Pieter Hondius stepped off the train in Denver, rifle in hand, to try his fortune in the American West. At 27, he was a member of the celebrated Hondius family, well-known cartographers of Holland, whose work may be found in museums around the world, such as the Huntington Library in Pasadena, California.

Suffering severely from asthma, he had been advised to seek a high, dry climate such as is found in Switzerland or Colorado. The lore of the American West fascinated him, and new stories about the scenery and emerging ranching and tourist industry there struck a spark. He chose Colorado and in Denver he heard of the new settlement, Estes Park, which seemed to hold promise for the adventures ahead. Its first settler, Joel Estes, had arrived less than 40 years earlier, and there were opportunities to acquire land through Government land grants or by purchase.

So, in the summer of 1895, Pieter found himself asking for a room at the new Elkhorn Lodge, recently founded by the William James family at the West End of Estes village. Hondius assured the owners that he would stay as long as was required to regain his health. In this regard, the presence of the James' beautiful daughter, 15 year old Eleanor, certainly strengthened his commitment.

In due course Pieter and Eleanor were married, and Pieter began active pursuit of land opportunities. The chance came when he learned that the land John Hupp had acquired by Federal land grant in 1875 was being sold by the Hupp family after the parents died. It was beautiful, in the valley the Arapahoe called "the place where the woman died", and which we now know as Upper Beaver Meadows. The Hupps were famous for their hospitality and their love for the land. Three of them lie there today under a red granite monument to be found on the north side of the dirt road one half mile west of the entry gate to the Meadows. Hondius loved the land and in 1907 he bought it. Ultimately he owned over 2000 acres. He established a prosperous ranch with buildings and fences whose remains can still be seen if you look carefully as you walk about the little valley. This property was also the pasture area for Elkhorn Lodge horses. (The ranch headquarters ruins still exist as a "historical site" about one hundred yards from the trailhead along Beaver Creek.)

Hondius had engineering training and became interested in the idea of building a gravity flow water line to serve newly developing tourist facilities along what was to become the first entrance road to the National Park and is now known as "High Drive". The line would begin at a concrete reservoir built on the banks of Beaver Creek near ranch headquarters (where it still is visible). Ultimately, water would flow to serve the early buildings at Beaver Point.

The engineering problem of getting the water over the hump between the Beaver Creek water collection reservoir and the High Drive road was solved by building a siphon line that ran from the main line into the meadow below the present US 36 Park entrance station and then uphill to rejoin the main line above Buck Creek. The resulting suction was enough to aid gravity and bring water in volumes over the "hump". It was an elegant solution but, as you can see if you hike around Buck Creek, it took quite a bit of "trial and error" pipe installation before it worked.

There was another problem to be solved. Earlier, in 1902, Edward Baldwin had acquired by Federal grant the NE 1/4 of the SE 1/4 of Section 27. This 160 acres that we know as our High Drive area stood across the route Hondius needed to use, so a pipe line easement was needed. Agreement was reached in June of 1907 and work could begin shortly thereafter.

Baldwin also arranged for a trench to be dug running from Buck Creek into the meadow below, crossing High Drive at about the present parking lot for the RMNP Visitor Center, and then proceeding toward Beaver Point along the north side of High Drive. This became known as the Baldwin Ditch, and although it was a crude system with no pollution protection, it carried water until its demise in the late 1930's.

At Buck Creek, Hondius agreed to supply water through the pipeline from Beaver Creek. Water then ran on the surface into a system of catch basins and control gates that reached the Ditch itself.

The Ditch terminated near Larkspur Road, where water emptied into a several - acre basin and percolated into the ground. A large well on the down slope picked up the underground supply; a pump pushed it to a tank on the hill near Larkspur Lane; from there it gravity fed the small settlement around Beaver Point. And that was the early Baldwin-Hondius water system!

The first World War intervened and there was no other water delivery system to most of the yet-undeveloped High Drive residential area until the war's end. By that time Baldwin had sold the 160 acres to Ira Meyers, whose widow sold it to C.P. Low in October, 1921. Low's plan was to break the 160 acres into suitable lots, but he needed road easements from Hugh Plumb's adjacent property and he needed a water delivery capability from Hondius. The road easement problem was dealt with by mutual agreement with Plumb in January, 1921.

The water problem was more complicated. Without more storage capacity there was not enough water delivery capability to support Low's development scheme. To solve this, Low agreed with Hondius to build a new reservoir (Buck Creek) and deed it to Hondius as part of the Hondius system. In return, Hondius agreed to supply water from the main line to new users (all service lines to individual cabins to be entirely the responsibility of the users). Users would pay him a fixed fee, initially set at $15 per year for a cabin with one tub, one sink, one toilet and one lavatory – no irrigation or sprinkling was allowed.

Thus, by early 1922 Hondius water was available to buyers in Low's development. (My grandfather bought our land September 1, 1922.)

For the next 10 years no significant changes occurred and building was active in the new development. However, a cloud was building. Rocky Mountain National Park was formed in 1915 and was in the process of consolidating its border ownerships and eliminating non-conforming land uses in the Park. Hondius' holdings in Beaver Meadows were directly in this path.

In March of 1932 the Park bought all of Hondius' holdings for $142,000. This included the water system and all of its assets. It also was the beginning of problems with the Park, which did not view the water facilities as consistent with long-term wilderness objectives.

After the 1932 purchase the Park granted Mrs. Hondius, now a widow, a 25-year permit to continue water operations, at a fee of $25 per year, so as to minimize difficulties for the users of the line. However, it was perfectly clear that the Park could move to eliminate the operation within its boundaries in the fairly near future.

The first attempt to obtain a replacement source of water came in 1945. Mr. Alwyn Heffner, who built the first cottages where Anderson's Wonderview Motel now stands, negotiated a plan with the town of Estes Park and Larimer County to build a 4-inch line to the Park boundary and supply town water through it. This plan would have required that our area be annexed to Estes Park.

Now we begin to see the basic political forces and conflicts of interest that have acted to make solution to the water issue difficult. There are Colorado residents who use some of this

water, and many who are not Colorado residents. Colorado residents are eligible voters if the area becomes annexed to the town. Those homeowners who are not Colorado residents are not eligible voters if the area is annexed. There are year-around residents and there are summer residents (some of whom live in Colorado and some of whom do not.). Any arrangement that provides year-around water service to all properties after annexation would make the costs to summer-only residents go up. Annexation affects not only water, though at this time we could not get city water without annexation. For example, once annexation has occurred, the Colorado residents in the area could vote for other municipal services like paved roads, street lights, and sewers, and all homeowners, including the non-residents, would be required to pay for them.

Mrs. Hondius was opposed to the Heffner plan because of the income loss she would suffer. She argued that the plan would cost too much for summer-only users, and won a majority victory. Heffner's plan was dead.

The Park was now making their concerns about continued water operations more explicit orally but not yet in writing. Bill Grove, at the same fee, bought the line from Mrs. Hondius and continued to obtain annual operating permits to continue operation. He told us, in writing, that he was simply a Park concessionaire and could not make promises about the future.

In 1975 a truly major effort was made (by a large group of water users) to obtain a new delivery system. The High Drive Water District, a legal Colorado entity with taxing powers, was formed to raise money necessary to build a completely new, winterized system designed by DMJM, an eminent engineering consulting firm.

When the District was ready to proceed, a few landowners within the district boundary sued the District, raising the issue of taxation without representation. These landowners were not Colorado residents. They had adequate wells and, as non-residents, would have no vote on District taxes or management. They asked to be released from the District and the District refused, fearing it would establish a precedent that others could follow and jeopardize the viability of the project. The issue went to the courts and stayed there for 10 years as costs kept rising. The issue went to the U.S. Supreme Court but was finally settled in favor of the District. By this time costs had increased to the point where the project could not succeed financially.

Bill Grove was unable to continue operations with the gravity-flow system from inside the Park and sold the line to the same group, which had pressed the lawsuit. They had no desire to operate the line but hoped to protect subscribers from a complete breakdown in their water service. To this end, they offered to sell the line for $1 to the High Drive Property Owners Association, adding that they could no longer be responsible for the water service in the future.

The HDPOA had a major dilemma. The HDPOA was a loosely knit organization that was in no position to run a serious economic enterprise, yet it represented many households, which would be devastated, if water supply ceased. The HDPOA asked the High Drive Water District (now with no project but with viable management and financing strength) to take over operations of the water system under a management agreement with the HDPOA. The District spent much of its remaining cash reserves to repair and maintain the old line.

For a short time this worked, but tensions were mounting among users with different interests. It was a decidedly difficult time from 1975 to 1995. Then, in 1995 the final shoe dropped. The Superintendent of the National Park, in writing and with apparent Washington backing, stated that no more permits for use would be issued. There could be one more year of operation if clear-cut progress toward ceasing operations in the Park was evident.

Some water users urged suing the Park. Even more users felt that legal fees would be exorbitant and that the District might lose. Also, even if it prevailed, the facilities in the Park

were 80 years old and in immediate need of major repair if not replacement. The cost of repair and replacement was sure to be high, and the Park could deny access for construction and maintenance. It seemed evident that continued use of Beaver Creek water was out of the question.

Recognizing this, the High Drive Water District used its remaining funds to employ Rocky Mountain Consultants to prepare a plan (based on an alternative they had suggested earlier) that would involve purchase of bulk water from the Town and pump it uphill, using a new system of winterized pump stations and reservoirs. The system would cost more than a million dollars, not including the cost of branch lines and tap fees of many thousands of dollars per residence. The Town of Estes Park was willing to lend the money for this system (at low municipal rates) if the entire High Drive area was annexed to the Town.

There was considerable opposition to this plan. About half the area was already receiving Town water year-around, or had wells, and had no interest in being taxed for a system that would not benefit them. Summer residents did not want to pay for a year-around system. To gage public attitudes, the Town required that a "straw" vote be taken and annexation was voted down by more that 2 to 1.

Another alternative plan, using many existing Hondius lines, had been suggested in 1994 by the Consultants and was now improved through discussions with local residents. The Town had extended its lines to the intersection of Larkspur Road and Larkspur Lane, so a direct connection to a new Hondius system-with 4" pipe and a vault to contain pumps-was possible at that point. No new pipe rights-of-way were needed.

Cost was reduced and the project could be completed without annexation. It was not designed to provide winter water but it would serve better than the old Hondius system. It did require use of the Buck Creek reservoir inside the Park. The Park agreed to this and allowed it by means of a 25 year, no cost, right-of-way agreement.

The High Drive Water District could be dissolved and a new Hondius Water Users Association was formed (with all members having a vote regardless of place of permanent residence.) A five member Board of Directors supervises operations.

The first step, after receiving general approval from the Town, was to receive approval from the Northern Colorado Water Conservancy District and the local Municipal Subdistrict. These Districts develop water reservoir projects such as the Shadow Mountain Reservoir. It collects water for delivery to the East slope through the Adams tunnel under the Continental Divide. The tunnel delivers water to Lake Estes for distribution to area communities. Each individual water user must apply for membership in the Water District and be accepted. The HWUA prepared application material for all of its members and most did apply and were accepted. These members are now guaranteed water access. Others, who have felt their wells to be adequate, can still apply as long as the District accepts new members. Continuation of acceptance depends on remaining water supply-which is rapidly deteriorating.

With Conservancy District approval, a detailed contract to purchase "bulk" water was negotiated with the Town. The contract gives the HWUA the right to purchase water in perpetuity. Amazing protection in a land where water is "gold".

A legal step was now required to return management of the line to the High Drive Property Owners Association and ultimately to the new HWUA. This led to Court approval of dissolution of the HDWD since it no longer had a function to perform.

Construction contracts and operating policies could now be developed and work began. Capital costs would be shared on the basis of residential units involved. Water charges would be

based on metered use. Members of the HWUA have been promptly responsive to capital and water use assessments. Bank loans are now retired.

Initially, the Park attempted to supply its housing within Park boundaries through the old, but badly damaged Hondius pipe. This proved not to be cost effective and the Park now supplies their own water to these houses through new pipe paid for by the Government. As a result, tension between Park and Hondius users is eliminated and a new and better relationship established.

Since water is now supplied from the Town rather than the Park, highest delivery volume and pressure is at the lower (rather than the upper) end of the system. This required new pipe to be buried at 4-5 feet of depth so that soil overburden keeps the pipe from blowing out of the ground. As pressure is reduced through use, the original surface pipe at the upper end is used. An unplanned side effect of this is availability of winter supply, using Town water pressure only, to properties that can receive water from the deeply buried segment of the new line. In the future, water service in winter could be extended if funding is available.

So - we came to today. We have a proven, workable, Town treated and secure water supply, in place of the dilapidated and insecure supply through the Park. But, for 78 years, the old (and now the new) has done yeoman service. And we thank Pieter Hondius, Baldwin, Low, the HDWD and the HWUA. They took on the issues, argued, gambled - and did it. All of the people involved - including friends and spouses - have made their contributions. Before waxing too euphoric, realism recognizes that there will be further costs, from time to time, as old pipe requires replacement and general maintenance is needed.

Summarizing:

- We have (in place) a safe, secure and efficient water supply.
- All property owners who use HWUA water have an equal vote.
- Capital cost per unit is well under $2,000.
- There are no tap fees and no minimum payments.
- The volume of water used by members is limited only if the Town adopts emergency use controls as could be necessary in the future.
- Water cost is low for those who are here a relatively short time each year – and reasonable for others. For summer users there is no extra cost because of winter use. Cost of water used is determined by meter volume multiplied by a uniform charge per gallon.

The history of almost 100 years of water use in this area has been complicated and interesting. In many ways it is a mini-version of the story of water in the American West.

Ed Hartsook

00-00-0000: Memorandum of Call and handwritten notes to file

MEMORANDUM OF CALL Previous editions usabl

TO: Ken

☒ YOU WERE CALLED BY— ☐ YOU WERE VISITED BY—

Ed Hartsock

OF (Organization)

☒ PLEASE PHONE ▶ (Enter area code, if necessary) 415-453-5302 ☐ DSN

☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU

☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

650-789-3

RECEIVED BY	DATE	TIME
W2	10/31	2:00

NSN 7540-00-634-4018
50363-112

OPTIONAL FORM 263 (Rev. 7-94)
General Services Administration
☆ U.S. G.P.O.: 1995-397-978

action

Tom Richardson & O'Neal as the Guy -
Get together.

1. Will Tom O'Neal do the chlorination? for NPS.

Do we have a chlorination facility.

80

3

NPS Share is 2.75%

System not fully tested ! Partially done
TEST NOT completed ←
Plans to test it Monday !
Town Water at one end.

Have Steve make the decision as to

1. Alternates -
   O'Neal + Tom O'Neal

2. Who checks out bills when they
   come in?

(1)

Hanlin - Line completely unable 5/15/97

Ed Hartsook
Jim Bates
Tim O'Neal
Ken

Tom Richardson available

Hoffmaster House
water to poly tank
with less 300 gallons/hr.
a) fill tank
b) sleeve old pipe with 1" poly or 1¼" approx $2,000
1000' from Johnson House for the Sewer
(patch the broken segment) line

Action ⇒ "Make decision in 3 days"

Destroy ten (10) house (Smith House)

→ Get agreement re "Hanlin & NPS"
Service lines? who pays for the

the NPS pays a portion of the Poly tank for Hoff

Payment = # of Residential Units 84 $1,250 assessment each

parks paid for 3 - NPS has 5 houses

Johnson
Herb
Hoffmaster
Nagle

4 w/ water
1 abandoned w/o water

prot Smith (Poly tyke)
Helfer
4/1 ratio

Is this the NPS service line

✓ Capital Expenditure - based on

Water options { NPS – consumption { Service charge (options)
Smelt – consumption

options { Hidrive – Maintain the line
NPS Maintain the line

We want to be customer –
No water quality.
No maintenance probs.

NPS Takes all Water from Pump Station
all is on Parkland
We Bill Dudley Tyler Smith –

Take Water at Pump station.
"Who takes over the pump?"

(2)

action ⇒ Note - McNeil wants to get paid A.S.A.P. ...

Cash flow probs

✓ Who do they bill? How do we get paid
pay with use —

1st / Fallon
No minimum

Bills are due in 30 days
w/ late & finance charges - ?

Prompt payment =

Who to work on operational issues ?

→
—
—

Want the $5K bill paid ASAP !!

Idea - thought -

→

1. Who

2.

3.

1. Reforms R.O.W. They Maintain everything within the R.O.W. They Maintain & Operate everything

We are to be

We are not to be Billed for repairs or leakage —

They read the meters —
and Invoice them
Our responsibility —

Bill RMNP - Monthly -
Attn Mary Doyle

Was Billy's date

Tom's Summary -

Barry Alsop / Tom O'Neil

- Billing detail

- Monthly service charge

$10 / thousand

$250 / year

Dam Adjudication

1) [illegible] by agreement with City of Kenai

2) [illegible]

[illegible] blue line

→ Cook Inlet Mary's Lake Pipe

→ [illegible]

→ [illegible]

Must be < 8,000

3
2,500
1,160
5,000

$200,000 Boats + pump

½ mile extension 2,500 ft
$60 per foot

top fees $4,000 / lot

Public - non-community
Surface water
licensed operator ? ⟸ Dave Anderson
- public water system -

Who owns the Allenwater pipeline ?

How to minimize exposure ?
a) lease the pipeline to Assn -

06-09-1997: Letter draft

From the desk of
ED HARTSOOK

NOTE: To Jones, Tobst, Zarnowski:
This is a draft of a letter I plan to release soon. In order to avoid any misunderstandings, I am willing to discuss any changes or suggestions you may wish to make.

6/9/97

ASSOCIATION

1, 1997.

loss and cost, Beaver Meadow.

so, we began (as instructed by you) effo
rk houses in Beaver Meadow. Immediate
through the service line to Hoffmeis
s repair and serious water loss Since
ing water following the instructions of
and Tobst. The financial cost has avera
water loss in excess of 1,500/day of (trea
over
water. Cost of losses has been born entirely by this Associati
and, so far, the Park's future plan for water service to this ar
has not been determined.

This is a Park responsibility that we cannot continue to
If you wish us to continue operating the service for you the
liability for losses, as well as up-front payment of past and fu
costs must be agreed upon soon.

We do not have the financial resources to continue on t
course. Regretfully, we will have to consider temporary termina
of service in the near future.

We value the relationship we have established with RMN
and will gladly work with you to find a mutually satisfactory
way to proceed. In this vein, we are prepared to meet with
at your earliest convenience. I will call you to arrange a mee
as soon as possible.

HOUDINS WATER USERS ASSOCIATION

From: Ed Hartsook June 9, 1997
To: Superintendent, RMNP
Subject: Service line water loss and cost Beaver Meadow.

Dear Randy:

Exactly one month ago, we began (as instructed by you) efforts to supply water to the Park houses in Beaver Meadow. Immediately, we found that delivery through the service line to Hoffmeister House involved continuous repair and serious water loss. Since then, we have continued pumping water following the instructions of your Messrs. Zarnowski, O'Neal and Tobat. The financial cost has averaged over $100/day and the water loss in excess of 1,500/day of (treated) water. Cost of losses has been born entirely by this Association and, so far, the Park's future plan for water service to this area has not been determined.

This is a Park responsibility that we cannot continue to bear. If you wish us to continue operating the service for you the liability for losses, as well as up-front payment of past and future costs must be agreed upon soon.

We do not have the financial resources to continue on this course. Regretfully, we will have to consider temporary termination of service in the near future.

We value the relationship we have established with RMNP and will gladly work with you to find a mutually satisfactory way to proceed. In this vein, we are prepared to meet with you at your earliest convenience. I will call you to arrange a meeting as soon as possible.

Grav

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

P.O. Box 679 Loveland, Colorado 80539-0679 1250 North Wilson Loveland, Colorado 80537
Phone (970) 667-2437 FAX (970) 663-6907

DIRECTORS

BOULDER COUNTY

G. Raymond Jopa
Les Williams
Ruth Wright

LARIMER COUNTY

Mike Applegate
William H. Brown
Marjorie A. Kinsel

WELD COUNTY

William E. Bollender
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WASHINGTON AND MORGAN COUNTIES

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LOGAN COUNTY

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SEDGWICK COUNTY

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DIRECTOR EMERITUS

W.D. Farr

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E. L. Carson, Vice President
Eric W. Williamson, Secretary
Darell D. Zinkeisen, Treasurer
Chief Engineer

LEGAL COUNSEL

Trout & Raley P.C.
1775 Sherman Street
Suite 1300
Denver, Colorado 80203

CONSULTANT

J.R. Baldez

November 14, 1996

Mr. A. Durand Jones
United States of America
Rocky Mountain National Park
Estes Park, CO 80517

Dear Mr. Jones:

Enclosed for your records is a recorded copy of a Court Order including the lands described in the Court Order within the boundaries of the Northern Colorado Water Conservancy District.

These lands are now subject to the one mill ad valorem tax levied by the District.

If you have any questions, please let me know.

Yours very truly,

Marilyn Conley

Marilyn L. Conley
Head, Allotment Contracts Department

cpa
Enclosure

RCPTN'# 9607757. 10/ /96 10:57:00 # PGES - 19 FEE - $96.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - $.00

573

2510573 B-1566 P-201 09/11/96 04:04P PG 1 OF 19 REC DOC
Weld County CO JA Suki Tsukamoto Clerk & Recorder 96.00

DISTRICT COURT, WELD COUNTY, STATE OF COLORADO

Civil Action No. 9454

ORDER FOR CONDITIONAL INCLUSION OF LANDS WITHIN THE BOUNDARIES OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

IN THE MATTER OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

This matter comes on regularly for hearing before this Court on this 3 day of September, 1996, on the Motion of the Board of Directors of the Northern Colorado Water Conservancy District ("District") for an Order that the hereinafter described lands shall be conditionally included in the District. The Court, having considered said Motion and being advised of the premises, finds as follows:

1. Pursuant to C.R.S. § 37-45-136(2), as amended, certain owners of lands ("Petitioners") have heretofore filed with the Board of Directors of the District ("Board") a Petition in writing praying that such lands be included within the District ("Petition"), which Petition described the tracts of land owned by the Petitioners and is acknowledged as conveyances of land are required to be acknowledged.

2. The Petitioners and the lands sought to be included are as follows:

PETITIONERS	DESCRIPTION
	Petitioners and descriptions of lands included as set forth in Exhibit No. 1 attached hereto and by reference specifically made a part hereof.

3. That the Secretary of the Board caused notice of filing of the Petition ("Notice") to be given and published in Larimer County, Colorado, in which said lands are situated, which Notice stated the filing of the Petition, the names of the Petitioners, descriptions of the lands to be included, and the prayer of the Petitioners, and notified all persons interested to appear at the office of the Board at the time stated in the Notice and to show cause in writing, if any they have, why the Petition should not be granted.

4. The Board, at the time and place so mentioned, proceeded to hear the Petition. No objections to the Petition were presented in writing or at all by any person, and

Northern Colo. Water Conservancy Dist.
P.O. Box 679
Mail

the Board granted the Petition and made and filed herein its Order to that effect.

5. The Secretary of the Interior has in writing assented to such inclusion.

WHEREUPON, THE COURT ORDERS that the said lands described in Exhibit No. 1 attached hereto, shall be and are included in the Northern Colorado Water Conservancy District, conditioned on future payment of all mill levies and assessments which are levied or which will be levied on other similarly situated lands in the Northern Colorado Water Conservancy District at the time of inclusion of Petitioners' lands. If such payments are not made on such equal basis with similarly situated existing lands, Petitioners' lands are subject to exclusion for noncompliance with this condition, if the payments are not otherwise made.

DATED this 3 day of September, 1996.

BY THE COURT

JUDGE

Certified to be a full, true and correct copy of the original in my custody.
Dated
STEVEN J. KOEHLER
Clerk of the District Court
Weld County, Colorado
By Deputy

EXHIBIT 1

3

PETITIONERS	DESCRIPTION
Ruth J. Adams Patricia M. Daniels Trust Barbara J. Herdman Blaine A. Herdman James M. Herdman Trust Cynthia L. Sweeney Jill H. Trotter	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 820ft N. & 792ft W. of the SE cor. of Sec; th. N. 170ft; th. W. 72ft; th. S. 170ft; th. E. 72ft to the POB; Exc. the S. 15ft; Exc. R/W alg. E. 15ft.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 660ft N. & 792ft W. of the SE cor. of Sec.; th. N. 160ft; th. W. 132ft; th. S. 160ft; th. E. 132ft to the POB; Exc. R/W alg. the E. 15ft.

0.77 Acre

Paula Sue Allen — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 15, Woodland Heights, Amended Subdivision.

3.36 Acres

Wayne E. Bates
Cara Jane Bates — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 192ft E. of SW cor of NW¼SE¼ of Sec.; E. 192ft; N. 253.5ft; W. 192ft; S. 253.5ft TB, being pt. of unnumbered lots of Woodland Heights, Second Subdivision.

1.10 Acres

Wayne E. Bates
Cara Jane Bates — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 21; less W. 164ft, Woodland Heights Amended Subdivision.

1.50 Acres

David John Beldus — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 540ft N. & 100ft W. of SE cor. of NE¼SE¼ of Sec.; th. N. 27°28'28" W. 31.56ft to TPOB; th. W. 81.44ft; th. S. 45° W. 147.08ft, m/l; th. N. 76ft; th. W. 62.9ft, m/l; th. N. 32°01' E. 10ft; th. N. 24°14' W. 100.8ft; th. E. 50ft, m/l; th. N. 25°29'50" W. 39.67ft to beg. of cur. to right, wh. radius is 14.28ft & c/a is 144°46'45"; th. alg. cur. 36.08ft to pt. of tangent; th. S. 60°43'05" E. 111.14ft; th. E. 85ft, m/l; th. S. 27°28'28" E. 77.06ft, m/l, to TPOB.

1.20 Acres

land-all\conley\noticeof\hondius.dis

E. K. Bennett — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 990ft N. & 792ft W. of the SE cor. of Sec.; th. W. 132ft; th. N. 330ft; th. E. 132ft; th. S. 330ft TB.

1.00 Acre

Steven A. Boand
Mary C. Boand
Charles C. Miller
Catherine B. Miller — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 27, Woodland Heights Subdivision, Second Filing.

1.30 Acres

Robert C. Brehm
Dorothy E. Brehm — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 330ft N. & 660ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft TB; Less Bk. 1069, P. 280; Less Bk. 1124, Pg. 685; & Less Bk. 1235, Pg. 107.

0.33 Acre

Wash H. Brown
Beverly N. Welshar — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. on the W. ln. of the NW¼SE¼ of Sec. 895.8ft N. of SW cor. NW¼SE¼; th. S. 01°16' E. alg. W. ln. 388.8ft; th. N. 82°49' E. 110ft; th. S. 83°13' E. 110.8ft; th. N. 376ft, m/l, to a pt. wh. is N. 89°16' E. of POB; th. S. 89°16' W. 212.5ft to the POB.

2.00 Acres

Samuel K. Bruner
Barbara L. Waas — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at SE cor. Sec.; th. N. 89°03'34" W. 1056ft; th. N. 00°03'08" E. 330ft; th. N. 00°03'08" E. 216ft; th. N. 89°03'34" W. 15ft to TPOB; th. S. 00°03'08" W. 201ft; th. N. 89°03'34" W. 117ft; th. N. 00°03'08" E. 201ft; th. S. 89°03'34" E. 117ft to TPOB.

0.54 Acre

Elizabeth A. Burkhart — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 32; less Erly 3ft, Woodland Heights Subdivision.

3.00 Acres

Robert C. Burroughs
Patricia Jo Burroughs — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 1188ft W. & 330ft N. of the SE cor. of Sec.; th. Wrly 50ft; th. Nrly 275ft; th. Erly 50ft; th. Srly 275ft to the POB.

0.32 Acre

5

Thomas C. Cameron
Marian M. Cameron

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at Sec. cor. common to Secs. 26, 27, 34 & 35; th. N. 00°14'30" W. alg. E. ln. of SE¼SE¼ of Sec. 635ft; th. N. 89° W. 264ft to TPOB; th. N. 00°14'30" W. 130ft; th. S. 89° E. 69ft; th. S. 00°14'30" E. 130ft; th. N. 89° W. 69ft TPOB.

0.21 Acre

Eleanor M. Campbell

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 330ft N. & 396ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft to POB.

1.00 Acre

Joanne K. Carpenter
Irene Ogier

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. on S. ln. of NW¼SE¼ of Sec., sd. pt. being 200ft W. of SE cor.; th. N. 89°54' W. 222.3ft; th. N. 12°28' W. 218.9ft; th. N. 06°01' W. 140ft; th. N. 64°49' E. 85.3ft; th. N. 80°10' E. 200.5ft; th. S. 422ft, m/l. to POB.

2.34 Acres

Robert L. Cole
Sally M. Cole

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 495ft N. & 264ft W. of SE cor. of Sec.; th. W. 132ft; th. N. 165ft; th. E. 132ft; th. S. 165ft to PL OB.

0.50 Acre

Elizabeth S. Coulson
Juliane S. DiBlasi
Mark A. Shafernich
Sandra M. Shafernich

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at E¼ cor. of Sec.; th. N. 88°42'55" W. 1324.12ft alg. N. ln. of SE¼ of Sec. to SE 1/16th cor. of Sec.; th. S. 00°19'09" W. 410.45ft; th. N. 89°22'51" E. 212.76ft; th. N. 59°48'10" E. 41.28ft TPOB; th. S. 00°13'39" E. 445.03ft; th. N. 89°25'49" E. 223.22ft; th. S. 00°34'11" E. 15ft; th. N. 89°38'10" E. 45.74ft; th. N. 00°23'23" W. 586.56ft; th. S. 89°38'10" W. 45.66ft; th. S. 59°48'10" W. 255.95ft to TPOB.

3.21 Acres

Donald E. Cottey
Marilyn H. Cottey

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 3 of the Amended Plat of the E½ of Lot 2; All of Lots 3, 4, & 5 & the W½ of Lot 6, Deer Mountain Heights Subdivision.

1.40 Acres

Sherwin C. Crumley Patsy J. Crumley	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at the SE cor. of NE¼SE¼ of sd. Sec.; th. W. 892.4ft; th. N. 134ft to the TPOB; th. N. 240ft; th. S. 73°10' E. to a pt. directly N. of a pt. 116ft E. of the TPOB; th. S. 204.7ft. m/l, to a pt. 116ft E. of the TPOB; th. W. 116ft to the TPOB.

0.68 Acre

Margot Davis Milton Schwartz Alice D. Schwartz	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 264ft W. & 330ft N. of the SE cor. of Sec.; th. W. 66ft; th. S. 108.5ft; th. E. 66ft; th. N. 108.5ft to the POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 108.5ft S. of a pt. wh. is 264ft W. & 330ft N. of the SE cor. of Sec.; th. S. 119ft to the N. ln. of Co. Rd.; th. Wrly alg. sd. Co. Rd. 71ft; th. N. 98.5ft; th. E. 66ft to the POB.

0.25 Acre

Jean C. DeFratis Daniel W. Fessler Edward Fessler Ann Schneider	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as a portion of Lot 24, Woodland Heights, Second Subdivision beg. at NW cor of Lot 24; th. S. 230.6ft to POB; th. N. 80°14' E. 193.3ft; th. S. 221.4ft; N. 65°04' W. 210ft; th. N. 100ft TB.

0.74 Acre

Thelma E. Detrick Julia S. John	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lots B & C, Moore's Resubdivision of Lot 36, Woodland Heights Subdivision, Second Filing.

0.94 Acre

Don A. Dubberley Jan Dubberley Jay O. Dubberley	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as the E. 210ft of the W. 855ft of the SW¼NE¼ of Sec.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 645ft E. of NW cor. of NW¼SE¼ of Sec.; th. S. 547.5ft; th. E. 210ft, m/l, to a pt. wh. is 474ft W. of the E. ln. of sd. NW¼SE¼; th. N. 547.5ft to a pt. on N. ln. of sd. NW¼SE¼; th. W. 210ft, m/l, to the POB.

9.00 Acres

Carol H. Epple
Judith A. Hunt

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. the SW cor. of the NW¼SE¼ of Sec. bears S. 87°51' W. 831.7ft; th. N. 01°18' W. 230ft to the TPOB; th. N. 01°18' W. 230ft; th. W. 435ft; th. S. 01°18' E. 180.4ft; th. E. 217.5ft; th. SErly to the TPOB.

2.00 Acres

Estes Park Andersons Enterprises, Inc.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at NE cor of NW¼SE¼; th. W. 217ft; S. 01°16' E. 769.5ft to TPOB; th. S. 80°10' W. 187.5ft; th. S. 64°49' W. 85.3ft; th. S. 01°16' E. 170ft; th. N. 64°49' E. 85.3ft; th. N. 80°10' E. 187.5ft; th. N. 01°16' W. 170ft TB.

1.33 Acres

Donald Feller
Mary E. Feller
John P. Sanborn

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 2 & 50ft adjacent to lot on S. side, North Platte Resubdivision.

0.13 Acre

Don E. Ferguson Trust

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as E½ of Lot 6; All of Lots 7 & 8, Deer Mountain Heights Subdivision.

5.00 Acres

K. C. Forward

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. beg. at NE cor. of Lot 34, Woodland Heights, Second Subdivision; th. N. 71°10' W. 70.75ft to NW cor. of E½ of sd. lot; th. S. 11°27' W. 128ft; th. S. 85°07' E. 78.3ft to E. ln. of sd. lot; th. N. 07°20' E. 110ft to POB.

0.25 Acre

Walter S. Fruland
Janet M. Fruland

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at E¼ cor. of Sec.; th. N. 88°42'55" W. 1324.12ft to center 1/16th cor. of Sec.; th. S. 00°19'09" W. 410.45ft TPOB; th. S. 89°22'51" W. 8.17ft; th. S. 00°13'39" E. 424.43ft; th. N. 89°25'49" E. 256.69ft; th. N. 00°13'39" W. 445.03ft; th. S. 59°48'10" W. 41.28ft; th. S. 89°22'51" W. 212.76ft TPOB.

2.50 Acres

Joan S. Garber, Trustee
Anthony L. Shrednick, Trustee

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County Larimer, State of Colorado desc. as Lot 20, Woodland Heights Subdivision.

2.36 Acres

4

Robert Garretson
Aretha Garretson

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 990ft N. & 924ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft TB.

1.00 Acre

Jean A. Gimar
Joy C. Gimar

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 792ft W. & 300ft N. of SE cor. of Sec.; th. N. 213ft; th. E. 87ft; th. S. 213ft; th. W. 87ft TB.

0.73 Acre

Jean A. Gimar
Joy C. Gimar

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 330ft N. & 660ft W. of SE cor. of Sec.; th. N. 260ft; th. W. 45ft; th. S. 260ft; th. E. 45ft to POB.

0.27 Acre

Janice C. Gnam

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at SW cor. of NW¼SE¼ of Sec.; th. N. 253.5ft; th. E. 192ft; th. S. 253.5ft; th. W. 192ft TB.

1.00 Acre

Judith M. Gunkler

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at C¼ cor. of Sec.; th. N. 51°27'03" W. 49.27ft; S. 01°16' E. 206.93ft to pt. wh. bears N. 01°16' W. 1136.8ft from SW cor. of NW¼SE¼; th. S. 01°16' E. 121ft TPOB; th. N. 60°15' E. 91.3ft; th. N. 23°17' E. 82.2ft; th. N. 87°26' E. 97.3ft; th. S. 02°04' E. 243.3ft; th. S. 89°16' W. 215.08ft; th. N. 01°16' W. 120.5ft to TPOB.

0.90 Acre

Janet M. Hard

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 395ft N. & 300ft W. of SE cor. of NE¼SE¼ of Sec.; th. N. 145ft; th. W. 62.5ft; th. S. 32°01' W. 116ft; th. S. 07°34' W. 45ft; th. E. 130ft TB.

0.36 Acre

Sharon Harmer

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. NE cor. of SE¼SE¼ of Sec. bears N. 86°47' E. 1474.9ft; th. S. 337ft; th. S. 81°44' W. 75.75ft to the TPOB; th. N. 179.3ft; th. N. 75°45' W. 182.9ft; th. S. 239.38ft, m/l; th. N. 87°48' E. 100ft; th. N. 81°43' E. 78.25ft TB.

0.86 Acre

Hartsook Family Trust
Edmund A. Hartsook
Elizabeth D. Hartsook

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. SE cor. of NE¼SE¼ of Sec. bears S. 62° E. 505.4ft: th. N. 73°10' W. 209ft: th. S. 91ft; th. E. 200ft: th. N. 30ft TB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 446.2ft W. of SE cor. of NE¼SE¼ of Sec.; th. W. 158ft: th. N. 209ft; th. E. 158ft; th. S. 209ft TB.

1.04 Acres

Hebb Properties

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 217ft W. of the SE cor. of the SW¼NE¼ of Sec.: th. N. 1330ft to the N. ln. of the SW¼NE¼ of Sec.; th. N. 88°12' W. 257ft: th. S. 1330ft to the S. ln. of the SW¼NE¼ of Sec.: th. S. 01°16' E. 837.5ft; th. N. 64°49' E. 85.3ft: th. N. 80°10' E. 187.5ft; th. N. 01°16' W. 769.5ft to the POB.

12.50 Acres

Reagan C. Helm
Justa J. Helm

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 17, Woodland Heights Subdivision, Amended.

2.50 Acres

Henninger Family Trust

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 330ft N. & 528ft W. of SE cor. of Sec.: th. N. 330ft: th. W. 132ft; th. S. 330ft: th. E. 132ft.

1.00 Acre

Joe Hext

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 990ft N. & 660ft W. of SE cor. of Sec.; th. W. 132ft; th. N. 330ft; th. E. 132ft; th. S. 330ft TB; Exc. R/W off W. 15ft.

1.00 Acre

Linda Louise Jaehn
Ervin K. Larson
Patricia Larson
Helen L. Ware Trust

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 550ft E. of the NW cor. of the NE¼SE¼ of Sec.: th. S. 300ft: th. S. 60°20' E. 363.7ft: th. N. 28°14' W. 182ft; th. N. 01°14' W. 16ft: th. E. 157.2ft; th. N. 300ft. m/l. to the N. ln. of sd. NE¼SE¼ of Sec.: th. W. 392.2ft to the POB.

3.42 Acres

J. C. Jensen, Trustee V. E. Jensen, Trustee	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 6, North Platte Resubdivision of Lot 23, Woodland Heights Subdivision.

0.75 Acre

Gordon F. Johnson Patricia Seidel-Johnson	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the NE cor. of Lot 19, Woodland Heights Subdivision, Amended: th. Wrly 10ft to TPOB; th. W. 135ft; th. S. 191ft; th. E. 135ft; th. N. 191ft, m/l. TB.

0.60 Acre

Marvin T. Judy Murlene O. Judy Marvin G. Judy Dwight H. Judy	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 35, Woodland Heights Subdivision, Second Filing.

1.90 Acres

Helene Kaiser Irrevocable Trust	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 880ft N. & 502ft W. of SE cor. of NE¼SE¼; th. N. 60°20' W. 363.7ft; th. S. 01°20' E. 540ft; th. S. 86°01' E. 421.2ft; th. N. 32°01' E. 67.1ft; th. N. 24°44' W. 364ft TB; less R/W on E. side.

3.68 Acres

Norbert O. Kaiser Lynda L. Kaiser	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 240ft N. of E¼ cor. of Sec.; th. W. 200ft; th. S. 140ft; th. W. 200ft; th. N. 120ft; th. E. 25ft; th. N. 390ft; th. W. 17ft; th. N. 213.5ft; th. E. 392ft; th S. TB.

Also a tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at pt. N. 100ft & again N. 88°07' W. 400ft from E¼ cor. of Sec.; th. N. 120ft; th. N. 88°07' W. 95ft; th. S. 120ft; th. S. 88°07' E. 95ft to POB.

6.46 Acres

William Frank Kalbac	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 271ft W. of NE cor. of SE¼SE¼ of Sec.; th. W. 125ft; th. S. 180ft; th. E. 132ft, m/l; th. N. 05°33' W. 75.2ft; th. N. 02°00' E. 105.3ft to POB.

0.50 Acre

Orval Kendall Orpha Kendall	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot D, Moores Resubdivision of Lot 36, Woodland Heights, Second Filing.

0.56 Acre

John E. Kirsch
Genevieve N. Kirsch

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 16 & a fraction of Lot 22 adjacent on N., Woodland Heights Subdivision, Amended.

1.23 Acres

Martha F. Ledward

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 540ft N. of SE cor. of NE¼SE¼ of Sec.; th. W. 100ft; th. N. 100ft; th. E. 100ft; th. S. TB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on E. ln. of Sec. from wh. the SE cor. of the NE¼SE¼ of Sec. bears S. 540.2ft; th. E. 100ft; th. N. 125ft; th. W. 100ft; th. S. 125ft TB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer State of Colorado desc. as beg. 640.2ft N. of SE cor. of NE¼SE¼ of Sec.; th. N. 25ft; th. W. 152ft; th. S. 25ft; th. S. 27°29' E. 108ft; th. N. 100ft; th. E. 100ft TB.

0.50 Acre

W. Bruce Lehmkuhl
Kaye L. Roth

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 7 & 50ft adjacent to lot on S. side, North Platte Resubdivision of Tract 23, Woodland Heights Subdivision, Second Filing.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 1, North Platte Resubdivision.

0.52 Acre

Gifford J. Leu
Marion L. Leu

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as a portion of Lot 14, Woodland Heights Subdivision, Amended desc. as beg. at the NW cor. of Lot 14; th. E. 194ft; th. S. 136ft. m/l; th. W. to road R/W; th. NW fol. road R/W to the POB.

0.55 Acre

Leroy F. Leuthold
Donna M. Leuthold

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 660ft N. & 264ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft.

1.00 Acre

Harlan E. Lindberg, Jr.
William R. Lindberg

A tract of land situated in Section 27, Township North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 1056ft W. & 825ft N. of SE cor. of Sec.; th. N. 165ft; th. N. 88°59' W. 215ft; th. S. 165ft; th. S. 88°59' E. 215ft TB.

0.81 Acre

Betty S. Lloyd — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 660ft N. & 924ft W. of SE cor. SE¼SE¼ of Sec.; th. S. 408ft to ctr. of Co. Rd.; NWrly alg. same 135.47ft; N. 377.5ft; E. 132ft TB.

2.00 Acres

Margaret G. Loew — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. SW cor. of NW¼SE¼ of Sec. bears S. 67°51' W. 931.7ft; th. N. 82°10' W. 152ft; th. N. 78°48' W. 100ft; th. N. 70°44' W. 194.4ft; th. N. 01°16' W. 174.4ft; th. E. 217.5ft; th. in a SErly dir. to a pt. 230ft N. of POB; th. S. 01°16' E. 230FT TB.

2.00 Acres

Nancy J. Maturey — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 792ft W. & 330ft N. of SE cor. of Sec.; th. N. 213ft to TPOB; th. N. 117ft; th. E. 57ft; th. S. 117ft; th. W. 57ft to TPOB.

0.20 Acre

John Richard Mier — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 30; less amount to USA, Woodland Heights Subdivision, Second Filing.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer State of Colorado desc. as Lot 31, Woodland Heights Subdivision, Second Filing.

1.65 Acres

William C. Millis
Ruth S. Millis — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 26, Woodland Heights Subdivision, Second Filing.

1.00 Acre

Omar K. Moore — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the c/l of North Road of Woodland Heights Subdivision, Second Filing wh. stat. #26 in the c/l of sd. North Road bears S. 83°20' E. 120ft & wh. the S¼ cor. of Sec. bears S. 27°05' E. 2239ft; th. N. 01°16' W. 680ft; th. N. 01°16' W. 1350ft. m/l. to the E-W c/l of the NW¼ of sd. Sec.; th. W. 286ft; th. S. 01°16' E. 1350ft. m/l; th. S. 01°16' E. 530ft to the ctr. of sd. North Road; th. S. 48°18' E. 99ft; th. S. 65°48' E. 200ft; th. S. 83°20' E. 30ft to the POB; Exc. guest house located on premises together with approx. 3 acres adjoing the same.

11.00 Acres

Mary True Morgan — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. S. 89°04'30" W. 396ft & S. 00°14'30" E. 180ft from E. 1/16th cor. of Sec.; th. S. 89°04'30" E. 127.82ft; th. S. 05°33' E. 150.75ft; th. S. 89°27' W. 10ft; th. S. 00°14'30" E. 33.1ft; th. N. 89°04'30" W. 132ft; th. N. 00°14'30" W. 182.9ft to POB.

0.90 Acre

13

Euthan V. Mullins
Florence S. Mullins

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 212.5ft E. of NW cor. of NW¼SE¼ of Sec.: th. E. 212.5ft: th. S. 440ft; th. W. 212.5ft; th. N. 440ft TB.

2.15 Acres

Kenneth L. Murphy

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the W. ln. of the NW¼SE¼ of Sec. wh. the SW cor. of NW¼SE¼ bears S. 01°16' E. 1136.8ft; th. E. 110ft; th. N. 01°16' W. 215ft, m/l. to the N. ln. of sd. tract; th. W. 110ft to the NW cor. of sd. tract; th. S. 01°16' E. 215ft to the PL OB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. on the W. ln. of the NW¼SE¼ of Sec. 1136.8ft N. of SW cor. of sd. NW¼SE¼; th. S. 01°16' E. 121ft; th. N. 60°15' E. 91.3ft; th. N. 23°17' E. 82.2ft; th. Wrly 110ft. m/l, to the POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as the N. 1656ft of Lot 9, Deer Mountain Heights Subdivision.

7.51 Acres

James W. Mytton
Jeanne T. Mytton

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at the SE cor. of the NW¼SE¼ of Sec.; th. S. 89°54' W. 200FT; th. N. 01°16' W. 300ft; th. N. 86°52' E. 199.5ft; th. S. 01°21' W. 310.6ft to POB.

1.38 Acres

Donald C. Neithercut

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. beg. at a pt. 672ft E. of SW cor. of NW¼SE¼ of Sec.; th. S. 89°54' E. 243.5ft to ctr. of rd.; th. N. 12°28' W. 218.9ft; th. N. 06°01' W. 140ft to ctr. of rd.; th. N. 82°10' W. 152ft; th. N. 78°48' W. 46.9ft; th. S. 387.5ft to POB; Less Nrly 173.3ft as desc. in Bk. 1185, Pg. 30.

1.43 Acres

John M. Northrop
Michele Northrop

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 3, Amended Plat of Lots 28 & 29, Woodland Heights Subdivision, Second Filing.

0.40 Acre

Thomas J. O'Neil
Kirstin J. O'Neil

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at the NE cor. of Lot 14 in Woodland Heights Subdivision; th. W. 90ft; th. S. 136ft; th. E. 90ft; th. N. 136ft to the POB.

14

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. bears N. 89°00' W. 1056ft & again N. 825ft & again N. 88°59' W. 215ft from the SE cor. of sd. Sec.; th. N. 165ft; th. N. 88°59' W. 68ft, m/l, to a pt. on W. ln. of the SE¼ of sd. Sec.; th. S. 00°17'30" W. 165ft; th. S. 88°59' E. 68ft, m/l, to the POB.

0.54 Acre

Barbara L. Owens
Richard B. Spencer
Elizabeth J. Walters

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 776.4ft W. of the SE cor. of the NE¼SE¼ of Sec.; th. E. 172.2ft; th. N. 209ft; th. W. 42ft; th. N. 91ft; th. S. 73°10' W. to a pt. directly N. of the POB; th. S. 338.7ft, m/l, to POB.

1.15 Acres

Mary Jo Patrick

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 9, Deer Mountain Heights Subdivision; Exc. N. 1656FT.

2.00 Acres

Gladys M. Paxton
Lynne Paxton

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 5 of North Platte Resubdivision of Lot 23 of Woodland Heights, Second Subdivision.

0.37 Acre

William L. Peebles
Maxine R. Peebles

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on c/l of North Road of Woodland Heights, Second Subdivision, wh. stat. #26 in c/l of sd. North Road bears S. 83°20' E. 120ft, wh. S¼ cor. of Sec. bears S. 27°05' E. 2239ft; th. N. 01°16' W. 680ft; th. W. 123.16ft; th. S. 01°16' E. 394.30ft; th. S. 24°30'42" W. 110.19ft; th. S. 04°37'30" W. 112.87ft to c/l of North Road of Woodland Heights, Second Subdivision; th. alg. sd. c/l S. 65°48' E. 169.32ft; th. S. 83°20' E. 30ft TB.

2.20 Acres

Thomas A. Peter

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at SE cor. of NW¼SE¼ of Sec.; th. S. 89°54' W. 200ft; th. N. 01°16' W. 423.6ft; th. N. 80°10' E. 202ft; th. S. 01°21' E. 458.8ft; Less Bk. 1197, Pg. 125.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at SW cor. of NE¼SE¼ of Sec.; th. E. 446.2ft; th. N. 374ft; th. N. 41°33' W. 123.9ft; th. W. 378.1ft; th. S. 458.8ft TB; Exc. strip on N. for rd.

6.90 Acres

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J. Rocksey Powell — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 990ft N. & 1056ft W. of SE cor. of Sec.; th. N. 366.1ft to N. ln. of SE¼SE¼ of sd. Sec.; th. W. to NW cor. of SE¼SE¼; th. S. 366.1ft to pt. W. of beg.; th. E. 264ft TB.

4.50 Acres

Richard O. Rice — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. N. 61°50' W. 506.5ft from SE cor. of NE¼SE¼ of Sec.; th. N. 07°34' E. 202ft; th. N. 32°01' E. 100.9ft; th. 450ft. m/l. to a pt. 525ft N. & 818ft W. of the SE cor. of NE¼SE¼ of sd. Sec.; th. S. 01°21' E. 50ft; th. N. 86°01' W. 45ft; th. S. 88°39' W. 116.9ft; th. S. 73°10' E. 466.1ft to the POB.

2.26 Acres

Bart Richardson
James C. Starr
Joel W. Starr — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 14, Woodland Heights Subdivision.

1.00 Acre

Louis D. Rosenberg — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lots 3 & 4, North Platte Subdivision, a Re-Subdivision of Lot 23, Woodland Heights, Subdivision, Second Filing.

0.50 Acre

Ruth Ellen Routten — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at pt. 672ft E. of SW cor. of NW¼SE¼ of Sec.; th. S. 89°54' E. 243.5ft; th. N. 12°28' W. 218.9ft, the TPOB; th. N. 06°01' W. 140ft; th. N. 82°10' W. 152ft; th. N. 78°48' W. 46.9ft; th. S. 173.3ft; th. N. 90° E. 200.9ft TB.

1.00 Acre

Wallace E. Ruyle
Freida S. Ruyle — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as all of Lot 24, Woodland Heights Subdivision, Second Filing of the Village of Estes Park; Exc. beg. at the NW cor. of Lot 24; th. S. 230.6ft to the POB; th. N. 80°14' E. 193.3ft to the E. bdry. of sd. lot; th. S. 221.4ft to the S. bdry. of sd. lot; th. N. 65°04' W. 210ft; th. N. 100ft to the POB.

1.60 Acres

David R. Schutz
Cheryl I. Schutz — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 14; less E. 90ft & less N. 136ft, Woodland Heights Subdivision Amended.

0.41 Acre

10 Ursula M. Scott — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at SE cor. of NE¼SE¼ of Sec.: th. N. 395ft; th. W. 425.6ft; th. S. 07°34' W. 157.5ft; th. S. 57°27' E. 444.2ft; th. E. 72ft TB.

2.00 Acres

Dorothy W. Seale
Mark W. Seale
William B. Seale — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the S. ln. of the NE¼SE¼ of Sec., sd. pt. being 354.2ft W. of the SE cor. thereof: th. N. 180.2ft; th. N. 57°27' W. 109.4ft; th. S. 239ft to the S. ln. of the NE¼SE¼ of sd. Sec.: th. E. 92ft to the PL OB.

0.46 Acre

Milton M. Sebelik
V. Maxine Sebelik — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 990ft N. & 396ft W. of the SE cor. of sd. Sec.: th. W. 132ft; th. N. 330ft; th. E. 132ft; th. S. 330ft to the POB.

1.00 Acre

Gary D. Seirer
Carol L. Seirer — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 990ft N. & 864ft W. of SE cor. of Sec.; th. W. 60ft; th. S. 170ft; th. E. 60ft; th. N. 170ft TB.

0.23 Acre

Dudley T. Smith, Jr. — A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on N. side of High Drive, wh. S¼ cor of Sec. bears S. 07°01' E. 908.3ft; th. alg. N. side of High Drive S. 80°50' W. 60.1ft; th. S. 77°42' W. 45ft; th. N. 88°13' W. 140.2ft; th. N. 78°06' W. 102ft; th. leaving sd. High Drive N. 02°30' E. 650ft to S. side of Pipe Line Road; th. alg. sd. S. ln. N. 88°06' E. 100ft; th. S. 79°42' E. 150ft; th. S. 89°27' E. 94.9ft; th. leaving sd. Pipe Line Road S. 02°30' W. 631.5ft to TPOB.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. wh. S¼ cor of Sec. bears S. 29°46' E. 1095ft; th. N. 05°04' E. 607ft; th. N. 89°10' E. 65ft; th. S. 02°30' W. 650ft; th. N. 64°28' W. 100ft to TPOB.

6.23 Acres

William C. Spaller
Virginia V. Spaller — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Erly 3ft of Lot 32 & all of Lot 33, Woodland Heights Subdivision, Second Filing.

1.75 Acres

2510573 B-1566 P-201 09/11/96 04:04P PG 16 OF 19

Frank Stache
Beulah Stache

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 396ft W. & 125ft N. of SE cor. of Sec.; th. N. 205ft; th. W. 132ft; th. S. 165ft; th. SE 137.8ft TB.

0.50 Acre

Loxla H. Stayton, Jr.
Dorothy A. Stayton

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the C¼ cor. of Sec.; th. N. 51°50'45" W. 49.60ft; th. S. 89°05'11" E. 425.02ft; th. S. 01°16'00" E. 547.45ft; th. S. 89°05'11" E. 30.02ft to the TPOB; th. N. 01°16'00" W. 547.45ft; th. N. 01°18'13" E. 26.50ft; th. S. 89°05'11" E. 190ft; th. S. 01°18'13" W. 26.50ft; th. S. 01°16'00" E. 547.45ft; th. N. 89°05'00" W. 189.99ft to the TPOB; Exc. Bk. 1971, Pg. 210.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the C¼ cor. of Sec.; th. N. 51°50'54" W. 49.60ft; th. S. 89°05'11" E. 425.02ft to the TPOB; th. N. 01°18'13" E. 1322.80ft to the bdry. of the Rocky Mountain National Park; th. S. 89°14'14" E. 220ft; th. S. 01°18'13" W. 1296.89ft; th. N. 89°05'11" W. 190ft; th. S. 01°18'13" W. 26.50ft; th. S. 01°16'00" E. 547.45ft; th. N. 89°05'11" W. 30.02ft; th. N. 01°16'00" W. 547.45ft to the TPOB; Exc. Bk. 1971, Pg. 210.

9.44 Acres

Michael G. Stults
Nina H. Stults

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. wh. bears N. 01°16' W. 253.5ft from the SW cor. of the NW¼SE¼ of Sec.; th. S. 89°54' E. 288ft; th. N. 01°16' W. 243.75ft. m/l, to a pt. on the c/l of rd.; th. N. 83°13' W. 183ft; th. S. 82°49' W. 110ft; th. S. 01°16' E. 253.5ft to the PL OB, being all of Lots 16, 17, & 18, Grandview, Second Subdivision; Exc. the S. 253.5ft thereof.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. bears S. 89°54' E. 288ft & N. 01°16' W. 253.5ft from the SW cor. of NW¼SE¼ of Sec.; th. S. 89°54' E. 192ft; th. N. 01°16' W. 185.5ft to a pt. on the c/l of rd.; th. NWrly alg. the ctr. of sd. rd. to a pt. wh. bears N. 01°16' W. from PL OB; th. S. 01°16' E. 242.5ft. m/l, to the PL OB, being all of Lots 19 & 20, Grandview, Second Subdivision; Exc. the S. 253.5ft thereof.

2.50 Acres

United States of America

A tract of land situated in Section 27 and Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at the POI of the N. R/W ln. of Old High Drive Road & the E. s/l of Sec. 28 from wh. the E¼ cor. of Sec. 28 bears N. 00°02' W. 1069.87ft; th. N. 52°50' E. 154.9ft alg. the N. R/W ln. of sd. Old High Drive Road; th. N. 45°54' E. 8.3ft; th. N. 49°43'40" W. 209.3ft to a pt. 30ft W. of the E. s/l of sd. Sec. 28; th. N. 00°02' W. 284.2ft ; th. S. 88°45' W. 537.9ft; th. N. 21°53' E. 337.9ft; th. N. 05°11' E. 100ft; th. S. 88°45' W. 271.2ft; th. N. 151.1ft to a pt. on the N. ln. of the NE¼SE¼ of Sec. 28; th. S. 89°42' W. 525.2ft to the NW cor. of sd. NE¼SE¼; th. S. 00°30' W. 567ft; th. N. 88°45' E. 225.3ft; th. S. 00°30' W. 1142.9ft to a pt. on the N. R/W ln. of the Old High Drive Road; th. NErly alg. the N. R/W ln. of the Old High Drive Road to the POB; Subj. to R/W for the Hondius-Beaver Pipe Line.

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A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. the S¼ cor. of Sec. bears S. 29°46' E. 1095ft; th. N. 74°58' W. 264.2ft; th. N. 66°33' W. 320ft; th. N. 69°45' W. 150ft; th. N. 15°26' E. 488.5ft; th. S. 74°16' E. 150ft; th. S. 81°43' E. 175.6ft; th. N. 86°02' E. 159ft; th. S. 62°26' E. 147.7ft; th. S. 05°04' W. 607ft to the POB; Exc. Bk. 897, Pg. 399.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the N. ln. of the NE¼SE¼ wh. pt. is S. 89°42' W. 200ft from the E¼ cor. of sd. Sec.: th. S. 89°42' W. 500ft; th. S. 151.1ft; th. N. 88°45' E. 271.2ft; th. S. 05°11' W. 100ft; th. S. 80°03' E. 100.7ft; th. N. 05°11' E. 63ft; th. S. 60°42' E. 191ft; th. S. 70°47' E. 177.5ft; th. N. 00°02' W. 211.1ft; th. NWrly alg. a straight ln. to the POB.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 30ft W. of the E. ln. of the SE¼ of Sec. from wh. the NE cor. of sd. SE¼ bears N. 03°06' E. 554.6ft; th. S. 88°45' W. 537.9ft; th. N. 21°53' E. 337.9ft. m/l. to Stat. #7; th. S. 80°03' E. 100ft; th. N. 05°11' E. 63ft; th. S. 60°42' E. 191ft; th. S. 70°47' E. 145.7ft; th. Srly 213.7ft to the PL OB.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 30ft W. of the E. ln. of the SE¼ of Sec. from wh. the NE cor. of sd. SE¼ bears N. 03°06' E. 554.6ft; th. S. 88°45' W. 437.9ft; th. S. 12°19' W. 400ft; th. S. 88°45' W. 450ft; th. S. 400ft to the S. ln. of the NE¼SE¼ of Sec.; th. S. 345.3ft. m/l. to the N. R/W ln. of Old High Drive Road; th. alg. sd. N. R/W ln. in a NErly direction to a pt. wh. is 30ft W. of the s/l & due S. of the PL OB; th. N. 553ft. m/l. to the PL OB.

44.80 Acres

William Wakeland
Marilyn Wakeland

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as E½ of Lot 34; less Nrly 128ft in Bk. 1101, Pg. 37, Woodland Heights Subivision, Second Filing.

0.56 Acre

Robert J. Wands
Carol L. Wands

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. is 924ft W. & 660ft N. of the SE cor. of Sec.: th. N. 165ft; th. W. 132ft; th. S. 165ft; th. E. 132ft to the POB.

0.50 Acre

Brenton P. Washburne, Trustee
Robin P. Washburne, Trustee

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as the W. 425ft of SW¼NE¼.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 110ft E. of NW cor. of NW¼SE¼ of Sec.; th. S. 01°16' E. 215ft; th. N. 87°26' E. 97.3ft; th. N. to N. ln. of sd. NW¼SE¼; th. W. 102.5ft to POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at SW cor. of SW¼NE¼ of Sec.: th. E. 212.5ft; th. N. 30ft; th. W. 212.5ft to W. ln. of sd. SW¼NE¼ of Sec.; th. S. 30ft to POB.

13.00 Acres

Cheryl E. West — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at NE cor. of SE¼SE¼ of Sec.; th. alg. 1/16th s/l N. 89°04'30" W. 271ft; th. S. 02° W. 105.3ft; th. S. 05°33' E. 75.2ft; th. N. 74°08' E. 147ft; th. N. 00°14'30" W. 26.9ft; th. S. 89°05' E. 126.6ft to E. ln. of SE¼SE¼ of sd. Sec.; th. alg. sd. E. ln. N. 00°14'30" W. 110.6ft to POB.

1.00 Acre

Fagan N. White — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at NE cor of SE¼ of Sec.: th. S. 717.6ft; th. W. 399.7ft; th. N. 24°44' W. 263.2ft; th. N. 29°14' W. 182ft; th. N. 01°14' W. 16ft; th. E. 157.2ft; th. N. 300ft, m/l, to N. ln. of NE¼SE¼ of Sec.: th. E. 426.2ft TB; Less Bk. 1344, Pg. 186 & Less Bk. 1881, Pg. 633.

7.00 Acres

Olivia Gail Williams — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 776.4ft W. of SE cor. of NE¼SE¼ of Sec.; th. W. 116ft; th. N. 134ft; th. E. 116ft; th. S. 134ft TB.

0.35 Acre

Thurmond A. Williamson, Trustee
Ruth E. Williamson, Trustee — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the SE cor. of the NE¼SE¼ of sd. Sec.; th. N. 395ft to the TPOB; th. W. 300ft; th. N. 69.2ft; th. N. 45°00' E. 147.08ft; th. E. 81.44ft; th. S. 27°28'28" E. 31.56ft; th. E. 100ft; th. S. 145.2ft to the TPOB.

1.00 Acre

Marjorie W. Witherspoon — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on S. ln. of NE¼SE¼ sd. pt. being 72ft W. of SE cor. of Sec.; th. N. 57°27' W. 334.8ft; th. S. 180.2ft to S. ln. of NE¼SE¼; th. E. 282.2ft TB.

0.58 Acre

Total Acres Included 244.85 Acres

Municipal Subdistrict
Northern Colorado Water Conservancy District

P.O. Box 679
Loveland, Colorado 80539-0679
1250 North Wilson
Loveland, Colorado 80537

Phone (970) 667-2437
FAX (970) 663-6907

DIRECTORS

BOULDER COUNTY
G. Raymond Joyce
Les Williams
Ruth Wright

LARIMER COUNTY
Mike Applegate
William H. Bacon
Marjorie A. Kriwel

WELD COUNTY
William B. Bohlender
Keaton Brumat
Jerry Winters

WASHINGTON AND MORGAN COUNTIES
E. L. Careen

LOGAN COUNTY
William Conlan

SEDGWICK COUNTY
George Jonik

DIRECTOR EMERITUS
W.D. Farr

OFFICERS
G. Raymond Joyce, President
Mike Applegate, Vice President
Eric H. Wilkinson, Secretary
David D. Zimlebman, Treasurer
Chief Engineer

LEGAL COUNSEL
Trout & Raley, P.C.
1775 Sherman Street
Suite 1300
Denver, Colorado 80203

November 14, 1996

Mr. A. Durand Jones
United States of America
Rocky Mountain National Park
Estes Park, CO 80517

Dear Mr. Jones:

Enclosed for your records is a recorded copy of a Court Order including the lands described in the Court Order within the boundaries of the Municipal Subdistrict, Northern Colorado Water Conservancy District.

If you have any questions, please let me know.

Yours very truly,

Marilyn Conley

Marilyn L. Conley
Head, Allotment Contracts Department

cpa
Enclosure

574

RCPTN # 96077577 10/28/96 10:57:00 # PAGES - 18 FEE - $91.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - $.00

DISTRICT COURT, WELD COUNTY, STATE OF COLORADO

Civil Action No. 9454-S1

ORDER FOR CONDITIONAL INCLUSION OF LANDS WITHIN THE BOUNDARIES OF THE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT

IN THE MATTER OF THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT

This matter comes on regularly for hearing before this Court on this 3 day of September, 1996, on Motion of the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District ("Subdistrict") for an Order that the hereinafter described lands shall be conditionally included in the Subdistrict; and the Court, having considered the Motion and being advised in the premises, finds as follows:

1. Pursuant to C.R.S. §§ 37-45-120 and 37-45-136(2), as amended, certain owners of lands ("Petitioners") have heretofore filed with the Board of Directors of the Subdistrict ("Board") a Petition in writing praying that such lands be included within the Subdistrict ("Petition"), which Petition described the tracts of land owned by the Petitioners and is acknowledged as conveyances of land are required to be acknowledged.

2. The Petitioners and the lands sought to be included are as follows:

PETITIONERS	DESCRIPTION
Petitioners and descriptions of lands included as set forth in Exhibit 1 attached hereto and by reference specifically made a part hereof.	

3. The Secretary of the Board caused notice of filing of the Petition ("Notice") to be given and published in Larimer County, Colorado, in which said lands are situated, which Notice stated the filing of the Petition, the names of the Petitioners, descriptions of the lands to be included, and the prayer of the Petitioners, and notified all persons interested to appear at the office of the Board at the time stated in the Notice and to show cause in writing, if any they have, why the Petition should not be granted.

2510574 B-1566 P-202 09/11/96 04:05P PG 1 OF 18 REC DOC
Weld County CO JA Suki Tsukamoto Clerk & Recorder 91.00

Northern Colo. Water Conservancy Dist
P.O. Box 679
Loveland, CO 80539

4. The Board, at the time and place so mentioned, proceeded to hear the Petition. No objections to the Petition were presented in writing or at all by any person, and the Board granted the Petition and made and filed herein its Order to that effect.

WHEREUPON, THE COURT ORDERS that the said lands described in Exhibit 1 attached hereto shall be and are included in the Municipal Subdistrict, Northern Colorado Water Conservancy District, conditioned on future payment of all mill levies and assessments which are levied or which will be levied on other similarly situated lands in the Subdistrict at the time of inclusion of Petitioners' lands. If such payments are not made on such equal basis with similarly situated existing lands, Petitioners' lands are subject to exclusion for noncompliance with this condition, if the payments are not otherwise made.

DATED this 3 day of September, 1996.

BY THE COURT

JUDGE

Certified to be a full, true and correct copy of the original in my custody.
Dated 9/10/96
GERALD KOEHLER
Clerk of the District Court
Weld County, Colorado
By Deputy

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EXHIBIT 1

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PETITIONERS	DESCRIPTION
Ruth J. Adams Patricia M. Daniels Trust Barbara J. Herdman Blaine A. Herdman James M. Herdman Trust Cynthia L. Sweeney Jill H. Trotter	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 820ft N. & 792ft W. of the SE cor. of Sec; th. N. 170ft; th. W. 72ft; th. S. 170ft; th. E. 72ft to the POB; Exc. the S. 15ft; Exc. R/W alg. E. 15ft.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 660ft N. & 792ft W. of the SE cor. of Sec.; th. N. 160ft; th. W. 132ft; th. S. 160ft; th. E. 132ft to the POB; Exc. R/W alg. the E. 15ft.

0.77 Acre

Paula Sue Allen — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 15, Woodland Heights, Amended Subdivision.

3.36 Acres

Wayne E. Bates
Cara Jane Bates — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 192ft E. of SW cor of NW¼SE¼ of Sec.; E. 192ft; N. 253.5ft; W. 192ft; S. 253.5ft TB, being pt. of unnumbered lots of Woodland Heights, Second Subdivision.

1.10 Acres

Wayne E. Bates
Cara Jane Bates — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 21; less W. 164ft, Woodland Heights Amended Subdivision.

1.50 Acres

David John Beldus — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 540ft N. & 100ft W. of SE cor. of NE¼SE¼ of Sec.; th. N. 27°28'28" W. 31.56ft to TPOB; th. W. 81.44ft; th. S. 45° W. 147.08ft, m/l; th. N. 76ft; th. W. 62.9ft, m/l; th. N. 32°01' E. 10ft; th. N. 24°14' W. 100.8ft; th. E. 50ft, m/l; th. N. 25°29'50" W. 39.67ft to beg. of cur. to right, wh. radius is 14.28ft & c/a is 144°46'45"; th. alg. cur. 36.08ft to pt. of tangent; th. S. 60°43'05" E. 111.14ft; th. E. 85ft, m/l; th. S. 27°28'28" E. 77.06ft, m/l, to TPOB.

1.20 Acres

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4

E. K. Bennett — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 990ft N. & 792ft W. of the SE cor. of Sec.; th. W. 132ft; th. N. 330ft; th. E. 132ft; th. S. 330ft TB.

1.00 Acre

Steven A. Boand
Mary C. Boand
Charles C. Miller
Catherine B. Miller — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 27, Woodland Heights Subdivision, Second Filing.

1.30 Acres

Robert C. Brehm
Dorothy E. Brehm — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 330ft N. & 660ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft TB; Less Bk. 1069, P. 280; Less Bk. 1124, Pg. 685; & Less Bk. 1235, Pg. 107.

0.33 Acre

Wash H. Brown
Beverly N. Welshar — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. on the W. ln. of the NW¼SE¼ of Sec. 895.8ft N. of SW cor. NW¼SE¼; th. S. 01°16' E. alg. W. ln. 388.8ft; th. N. 82°49' E. 110ft; th. S. 83°13' E. 110.8ft; th. N. 376ft, m/l, to a pt. wh. is N. 89°16' E. of POB; th. S. 89°16' W. 212.5ft to the POB.

2.00 Acres

Samuel K. Bruner
Barbara L. Waas — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at SE cor. Sec.; th. N. 89°03'34" W. 1056ft; th. N. 00°03'08" E. 330ft; th. N. 00°03'08" E. 216ft; th. N. 89°03'34" W. 15ft to TPOB; th. S. 00°03'08" W. 201ft; th. N. 89°03'34" W. 117ft; th. N. 00°03'08" E. 201ft; th. S. 89°03'34" E. 117ft to TPOB.

0.54 Acre

Elizabeth A. Burkhart — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 32; less Erly 3ft, Woodland Heights Subdivision.

3.00 Acres

Robert C. Burroughs
Patricia Jo Burroughs — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 1188ft W. & 330ft N. of the SE cor. of Sec.; th. Wrly 50ft; th. Nrly 275ft; th. Erly 50ft; th. Srly 275ft to the POB.

0.32 Acre

Thomas C. Cameron
Marian M. Cameron

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at Sec. cor. common to Secs. 26, 27, 34 & 35; th. N. 00°14'30" W. alg. E. ln. of SE¼SE¼ of Sec. 635ft; th. N. 89° W. 264ft to TPOB; th. N. 00°14'30" W. 130ft; th. S. 89° E. 69ft; th. S. 00°14'30" E. 130ft; th. N. 89° W. 69ft TPOB.

0.21 Acre

Eleanor M. Campbell

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 330ft N. & 396ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft to POB.

1.00 Acre

Joanne K. Carpenter
Irene Ogier

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. on S. ln. of NW¼SE¼ of Sec., sd. pt. being 200ft W. of SE cor.; th. N. 89°54' W. 222.3ft; th. N. 12°28' W. 218.9ft; th. N. 06°01' W. 140ft; th. N. 64°49' E. 85.3ft; th. N. 80°10' E. 200.5ft; th. S. 422ft, m/l, to POB.

2.34 Acres

Robert L. Cole
Sally M. Cole

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 495ft N. & 264ft W. of SE cor. of Sec.; th. W. 132ft; th. N. 165ft; th. E. 132ft; th. S. 165ft to PL OB.

0.50 Acre

Elizabeth S. Coulson
Juliane S. DiBlasi
Mark A. Shafernich
Sandra M. Shafernich

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at E¼ cor. of Sec.; th. N. 88°42'55" W. 1324.12ft alg. N. ln. of SE¼ of Sec. to SE 1/16th cor. of Sec.; th. S. 00°19'09" W. 410.45ft; th. N. 89°22'51" E. 212.76ft; th. N. 59°48'10" E. 41.28ft TPOB; th. S. 00°13'39" E. 445.03ft; th. N. 89°25'49" E. 223.22ft; th. S. 00°34'11" E. 15ft; th. N. 89°38'10" E. 45.74ft; th. N. 00°23'23" W. 586.56ft; th. S. 89°38'10" W. 45.66ft; th. S. 59°48'10" W. 255.95ft to TPOB.

3.21 Acres

Donald E. Cottey
Marilyn H. Cottey

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 3 of the Amended Plat of the E½ of Lot 2: All of Lots 3, 4, & 5 & the W½ of Lot 6, Deer Mountain Heights Subdivision.

1.40 Acres

Sherwin C. Crumley
Patsy J. Crumley

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at the SE cor. of NE¼SE¼ of sd. Sec.; th. W. 892.4ft; th. N. 134ft to the TPOB; th. N. 240ft; th. S. 73°10' E. to a pt. directly N. of a pt. 116ft E. of the TPOB; th. S. 204.7ft, m/l, to a pt. 116ft E. of the TPOB; th. W. 116ft to the TPOB.

0.68 Acre

Margot Davis
Milton Schwartz
Alice D. Schwartz

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 264ft W. & 330ft N. of the SE cor. of Sec.; th. W. 66ft; th. S. 108.5ft; th. E. 66ft; th. N. 108.5ft to the POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 108.5ft S. of a pt. wh. is 264ft W. & 330ft N. of the SE cor. of Sec.: th. S. 119ft to the N. ln. of Co. Rd.; th. Wrly alg. sd. Co. Rd. 71ft; th. N. 98.5ft; th. E. 66ft to the POB.

0.25 Acre

Jean C. DeFratis
Daniel W. Fessler
Edward Fessler
Ann Schneider

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as a portion of Lot 24, Woodland Heights, Second Subdivision beg. at NW cor of Lot 24; th. S. 230.6ft to POB; th. N. 80°14' E. 193.3ft; th. S. 221.4ft; N. 65°04' W. 210ft; th. N. 100ft TB.

0.74 Acre

Thelma E. Detrick
Julie S. John

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lots B & C, Moore's Resubdivision of Lot 36, Woodland Heights Subdivision, Second Filing.

0.94 Acre

Don A. Dubberley
Jan Dubberley
Jay O. Dubberley

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as the E. 210ft of the W. 855ft of the SW¼NE¼ of Sec.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 645ft E. of NW cor. of NW¼SE¼ of Sec.; th. S. 547.5ft; th. E. 210ft. m/l, to a pt. wh. is 474ft W. of the E. ln. of sd. NW¼SE¼; th. N. 547.5ft to a pt. on N. ln. of sd. NW¼SE¼; th. W. 210ft. m/l, to the POB.

9.00 Acres

Carol H. Epple
Judith A. Hunt

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. the SW cor. of the NW¼SE¼ of Sec. bears S. 87°51' W. 831.7ft; th. N. 01°18' W. 230ft to the TPOB; th. N. 01°18' W. 230ft; th. W. 435ft; th. S. 01°18' E. 180.4ft; th. E. 217.5ft; th. SErly to the TPOB.

2.00 Acres

Estes Park Andersons Enterprises, Inc.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at NE cor of NW¼SE¼; th. W. 217ft; S. 01°16' E. 769.5ft to TPOB; th. S. 80°10' W. 187.5ft; th. S. 64°49' W. 85.3ft; th. S. 01°16' E. 170ft; th. N. 64°49' E. 85.3ft; th. N. 80°10' E. 187.5ft; th. N. 01°16' W. 170ft TB.

1.33 Acres

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Donald Feller
Mary E. Feller
John P. Sanborn

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 2 & 50ft adjacent to lot on S. side, North Platte Resubdivision.

0.13 Acre

Don E. Ferguson Trust

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as E½ of Lot 6; All of Lots 7 & 8, Deer Mountain Heights Subdivision.

5.00 Acres

K. C. Forward

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. beg. at NE cor. of Lot 34, Woodland Heights, Second Subdivision; th. N. 71°10' W. 70.75ft to NW cor. of E½ of sd. lot; th. S. 11°27' W. 128ft; th. S. 85°07' E. 78.3ft to E. ln. of sd. lot; th. N. 07°20' E. 110ft to POB.

0.25 Acre

Walter S. Fruland
Janet M. Fruland

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at E¼ cor. of Sec.; th. N. 88°42'55" W. 1324.12ft to center 1/16th cor. of Sec.; th. S. 00°19'09" W. 410.45ft TPOB; th. S. 89°22'51" W. 8.17ft; th. S. 00°13'39" E. 424.43ft; th. N. 89°25'49" E. 256.69ft; th. N. 00°13'39" W. 445.03ft; th. S. 59°48'10" W. 41.28ft; th. S. 89°22'51" W. 212.76ft TPOB.

2.50 Acres

Joan S. Garber, Trustee
Anthony L. Shrednick, Trustee

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 20, Woodland Heights Subdivision.

2.36 Acres

Robert Garretson
Aretha Garretson

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 990ft N. & 924ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft TB.

1.00 Acre

Jean A. Gimar
Joy C. Gimar

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 792ft W. & 300ft N. of SE cor. of Sec.; th. N. 213ft; th. E. 87ft; th. S. 213ft; th. W. 87ft TB.

0.73 Acre

Jean A. Gimar
Joy C. Gimar

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 330ft N. & 660ft W. of SE cor. of Sec.; th. N. 260ft; th. W. 45ft; th. S. 260ft; th. E. 45ft to POB.

0.27 Acre

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Janice C. Gnam — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at SW cor. of NW¼SE¼ of Sec.; th. N. 253.5ft; th. E. 192ft; th. S. 253.5ft; th. W. 192ft TB.

1.00 Acre

Judith M. Gunkler — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at C¼ cor. of Sec.; th. N. 51°27'03" W. 49.27ft; S. 01°16' E. 206.93ft to pt. wh. bears N. 01°16' W. 1136.8ft from SW cor. of NW¼SE¼; th. S. 01°16' E. 121ft TPOB; th. N. 60°15' E. 91.3ft; th. N. 23°17' E. 82.2ft; th. N. 87°26' E. 97.3ft; th. S. 02°04' E. 243.3ft; th. S. 89°16' W. 215.08ft; th. N. 01°16' W. 120.5ft to TPOB.

0.90 Acre

Janet M. Hard — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 395ft N. & 300ft W. of SE cor. of NE¼SE¼ of Sec.; th. N. 145ft; th. W. 62.5ft; th. S. 32°01' W. 116ft; th. S. 07°34' W. 45ft; th. E. 130ft TB.

0.36 Acre

Sharon Harmer — A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. NE cor. of SE¼SE¼ of Sec. bears N. 86°47' E. 1474.9ft; th. S. 337ft; th. S. 81°44' W. 75.75ft to the TPOB; th. N. 179.3ft; th. N. 75°45' W. 182.9ft; th. S. 239.38ft. m/l; th. N. 87°48' E. 100ft; th. N. 81°43' E. 78.25ft TB.

0.86 Acre

Hartsook Family Trust
Edmund A. Hartsook
Elizabeth D. Hartsook — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. SE cor. of NE¼SE¼ of Sec. bears S. 62° E. 505.4ft; th. N. 73°10' W. 209ft; th. S. 91ft; th. E. 200ft; th. N. 30ft TB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 446.2ft W. of SE cor. of NE¼SE¼ of Sec.; th. W. 158ft; th. N. 209ft; th. E. 158ft; th. S. 209ft TB.

1.04 Acres

Dale L. Harvey
Alice J. Harvey — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 330ft N. & 264ft W. of the SE cor. of Sec.; th. N. 165ft; th. W. 132ft; th. S. 165ft; th. E. 132ft to the POB.

0.50 Acre

Hebb Properties — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 217ft W. of the SE cor. of the SW¼NE¼ of Sec.; th. N. 1330ft to the N. ln. of the SW¼NE¼ of Sec.; th. N. 88°12' W. 257ft; th. S. 1330ft to the S. ln. of the SW¼NE¼ of Sec.; th. S. 01°16' E. 837.5ft; th. N. 64°49' E. 85.3ft; th. N. 80°10' E. 187.5ft; th. N. 01°16' W. 769.5ft to the POB.

12.50 Acres

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Reagan C. Helm Justa J. Helm	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 17, Woodland Heights Subdivision, Amended.

2.50 Acres

Henninger Family Trust	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 330ft N. & 528ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft.

1.00 Acre

Joe Hext	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 990ft N. & 660ft W. of SE cor. of Sec.; th. W. 132ft; th. N. 330ft; th. E. 132ft; th. S. 330ft TB; Exc. R/W off W. 15ft.

1.00 Acre

Linda Louise Jaehn Ervin K. Larson Patricia Larson Helen L. Ware Trust	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 550ft E. of the NW cor. of the NE¼SE¼ of Sec.; th. S. 300ft; th. S. 60°20' E. 363.7ft; th. N. 28°14' W. 182ft; th. N. 01°14' W. 16ft; th. E. 157.2ft; th. N. 300ft, m/l. to the N. ln. of sd. NE¼SE¼ of Sec.; th. W. 392.2ft to the POB.

3.42 Acres

J. C. Jensen, Trustee V. E. Jensen, Trustee	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 6, North Platte Resubdivision of Lot 23, Woodland Heights Subdivision.

0.75 Acre

Gordon F. Johnson Patricia Seidel-Johnson	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the NE cor. of Lot 19, Woodland Heights Subdivision, Amended: th. Wrly 10ft to TPOB; th. W. 135ft; th. S. 191ft; th. E. 135ft; th. N. 191ft, m/l, TB.

0.60 Acre

Marvin T. Judy Murlene O. Judy Marvin G. Judy Dwight H. Judy	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 35, Woodland Heights Subdivision, Second Filing.

1.90 Acres

Helene Kaiser Irrevocable Trust	A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 880ft N. & 502ft W. of SE cor. of NE¼SE¼; th. N. 60°20' W. 363.7ft; th. S. 01°20' E. 540ft; th. S. 86°01' E. 421.2ft; th. N. 32°01' E. 67.1ft; th. N. 24°44' W. 364ft TB; less R/W on E. side.

3.68 Acres

10

Norbert O. Kaiser
Lynda L. Kaiser

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 240ft N. of E¼ cor. of Sec.; th. W. 200ft; th. S. 140ft; th. W. 200ft; th. N. 120ft; th. E. 25ft; th. N. 390ft; th. W. 17ft; th. N. 213.5ft; th. E. 392ft; th S. TB.

Also a tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at pt. N. 100ft & again N. 88°07' W. 400ft from E¼ cor. of Sec.; th. N. 120ft; th. N. 88°07' W. 95ft; th. S. 120ft; th. S. 88°07' E. 95ft to POB.

6.46 Acres

William Frank Kalbac

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 271ft W. of NE cor. of SE¼SE¼ of Sec.; th. W. 125ft; th. S. 180ft; th. E. 132ft, m/l; th. N. 05°33' W. 75.2ft; th. N. 02°00' E. 105.3ft to POB.

0.50 Acre

Orval Kendall
Orpha Kendall

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot D, Moores Resubdivision of Lot 36, Woodland Heights, Second Filing.

0.56 Acre

John E. Kirsch
Genevieve N. Kirsch

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 16 & a fraction of Lot 22 adjacent on N., Woodland Heights Subdivision, Amended.

1.23 Acres

Martha F. Ledward

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 540ft N. of SE cor. of NE¼SE¼ of Sec.; th. W. 100ft; th. N. 100ft; th. E. 100ft; th. S. TB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on E. ln. of Sec. from wh. the SE cor. of the NE¼SE¼ of Sec. bears S. 540.2ft; th. E. 100ft; th. N. 125ft; th. W. 100ft; th. S. 125ft TB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer State of Colorado desc. as beg. 640.2ft N. of SE cor. of NE¼SE¼ of Sec.; th. N. 25ft; th. W. 152ft; th. S. 25ft; th. S. 27°29' E. 108ft; th. N. 100ft; th. E. 100ft TB.

0.50 Acre

W. Bruce Lehmkuhl
Kaye L. Roth

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 7 & 50ft adjacent to lot on S. side, North Platte Resubdivision of Tract 23, Woodland Heights Subdivision, Second Filing.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 1, North Platte Resubdivision.

0.52 Acre

Gifford J. Leu
Marion L. Leu

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as a portion of Lot 14, Woodland Heights Subdivision. Amended desc. as beg. at the NW cor. of Lot 14; th. E. 194ft; th. S. 136ft. m/l; th. W. to road R/W; th. NW fol. road R/W to the POB.

0.55 Acre

Leroy F. Leuthold
Donna M. Leuthold

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 660ft N. & 264ft W. of SE cor. of Sec.; th. N. 330ft; th. W. 132ft; th. S. 330ft; th. E. 132ft.

1.00 Acre

Harlan E. Lindberg, Jr.
William R. Lindberg

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 1056ft W. & 825ft N. of SE cor. of Sec.; th. N. 165ft; th. N. 88°59' W. 215ft; th. S. 165ft; th. S. 88°59' E. 215ft TB.

0.81 Acre

Betty S. Lloyd

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 660ft N. & 924ft W. of SE cor. SE¼SE¼ of Sec.; th. S. 408ft to ctr. of Co. Rd.; NWrly alg. same 135.47ft; N. 377.5ft; E. 132ft TB.

2.00 Acres

Margaret G. Loew

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. SW cor. of NW¼SE¼ of Sec. bears S. 67°51' W. 931.7ft; th. N. 82°10' W. 152ft; th. N. 78°48' W. 100ft; th. N. 70°44' W. 194.4ft; th. N. 01°16' W. 174.4ft; th. E. 217.5ft; th. in a SErly dir. to a pt. 230ft N. of POB; th. S. 01°16' E. 230FT TB.

2.00 Acres

Nancy J. Maturey

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 792ft W. & 330ft N. of SE cor. of Sec.; th. N. 213ft to TPOB; th. N. 117ft; th. E. 57ft; th. S. 117ft; th. W. 57ft to TPOB.

0.20 Acre

Steve J. McCowan
Wanita C. McCowan

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 528ft W. & 165ft N. of the SE cor. of Sec. wh. is the ctr. of Co. Rd.; th. N. 165ft; th. W. 132ft; th. S. 125ft. m/l. to ctr. of Co. Rd.; th. SErly alg. ctr. of Co. Rd. 138ft. m/l. to the POB; Exc. any portion of above desc. wh. lies within the Co. Rd.

0.44 Acre

John Richard Mfer — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 30; less amount to USA, Woodland Heights Subdivision, Second Filing.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer State of Colorado desc. as Lot 31, Woodland Heights Subdivision, Second Filing.

1.65 Acres

William C. Millis
Ruth S. Millis — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 26, Woodland Heights Subdivision, Second Filing.

1.00 Acre

Omar K. Moore — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the c/l of North Road of Woodland Heights Subdivision, Second Filing wh. stat. #26 in the c/l of sd. North Road bears S. 83°20' E. 120ft & wh. the S¼ cor. of Sec. bears S. 27°05' E. 2239ft; th. N. 01°16' W. 680ft; th. N. 01°16' W. 1350ft. m/l. to the E-W c/l of the NW¼ of sd. Sec.; th. W. 286ft; th. S. 01°16' E. 1350ft. m/l; th. S. 01°16' E. 530ft to the ctr. of sd. North Road; th. S. 48°18' E. 99ft; th. S. 65°48' E. 200ft; th. S. 83°20' E. 30ft to the POB; Exc. guest house located on premises together with approx. 3 acres adjoing the same.

11.00 Acres

Mary True Morgan — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. S. 89°04'30" W. 396ft & S. 00°14'30" E. 180ft from E. 1/16th cor. of Sec.; th. S. 89°04'30" E. 127.82ft; th. S. 05°33' E. 150.75ft; th. S. 89°27' W. 10ft; th. S. 00°14'30" E. 33.1ft; th. N. 89°04'30" W. 132ft; th. N. 00°14'30" W. 182.9ft to POB.

0.90 Acre

Euthan V. Mullins
Florence S. Mullins — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 212.5ft E. of NW cor. of NW¼SE¼ of Sec.; th. E. 212.5ft; th. S. 440ft; th. W. 212.5ft; th. N. 440ft TB.

2.15 Acres

Kenneth L. Murphy — A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the W. ln. of the NW¼SE¼ of Sec. wh. the SW cor. of NW¼SE¼ bears S. 01°16' E. 1136.8ft; th. E. 110ft; th. N. 01°16' W. 215ft. m/l. to the N. ln. of sd. tract; th. W. 110ft to the NW cor. of sd. tract; th. S. 01°16' E. 215ft to the PL OB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. on the W. ln. of the NW¼SE¼ of Sec. 1136.8ft N. of SW cor. of sd. NW¼SE¼; th. S. 01°16' E. 121ft; th. N. 60°15' E. 91.3ft; th. N. 23°17' E. 82.2ft; th. Wrly 110ft. m/l. to the POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as the N. 1656ft of Lot 9, Deer Mountain Heights Subdivision.

7.51 Acres

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13 James W. Mytton
Jeanne T. Mytton

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. com. at the SE cor. of the NW¼SE¼ of Sec.; th. S. 89°54' W. 200FT; th. N. 01°16' W. 300ft; th. N. 86°52' E. 199.5ft; th. S. 01°21' W. 310.6ft to POB.

1.38 Acres

Donald C. Neithercut

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. beg. at a pt. 672ft E. of SW cor. of NW¼SE¼ of Sec.; th. S. 89°54' E. 243.5ft to ctr. of rd.; th. N. 12°28' W. 218.9ft; th. N. 06°01' W. 140ft to ctr. of rd.; th. N. 82°10' W. 152ft; th. N. 78°48' W. 46.9ft; th. S. 387.5ft to POB; Less Nrly 173.3ft as desc. in Bk. 1185, Pg. 30.

1.43 Acres

John M. Northrop
Michele Northrop

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 3, Amended Plat of Lots 28 & 29, Woodland Heights Subdivision, Second Filing.

0.40 Acre

Thomas J. O'Neil
Kirsten J. O'Neil

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at the NE cor. of Lot 14 in Woodland Heights Subdivision; th. W. 90ft; th. S. 136ft; th. E. 90ft; th. N. 136ft to the POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. bears N. 89°00' W. 1056ft & again N. 825ft & again N. 88°59' W. 215ft from the SE cor. of sd. Sec.; th. N. 165ft; th. N. 88°59' W. 68ft. m/l. to a pt. on W. ln. of the SE¼ of sd. Sec.; th. S. 00°17'30" W. 165ft; th. S. 88°59' E. 68ft. m/l. to the POB.

0.54 Acre

Barbara L. Owens
Richard B. Spencer
Elizabeth J. Walters

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 776.4ft W. of the SE cor. of the NE¼SE¼ of Sec.; th. E. 172.2ft; th. N. 209ft; th. W. 42ft; th. N. 91ft; th. S. 73°10' W. to a pt. directly N. of the POB; th: S. 338.7ft. m/l. to POB.

1.15 Acres

Mary Jo Patrick

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 9, Deer Mountain Heights Subdivision; Exc. N. 1656FT.

2.00 Acres

Gladys M. Paxton
Lynne Paxton

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 5 of North Platte Resubdivision of Lot 23 of Woodland Heights, Second Subdivision.

0.37 Acre

William L. Peebles
Maxine R. Peebles

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on c/l of North Road of Woodland Heights, Second Subdivision, wh. stat. #26 in c/l of sd. North Road bears S. 83°20' E. 120ft, wh. S¼ cor. of Sec. bears S. 27°05' E. 2239ft; th. N. 01°16' W. 680ft; th. W. 123.16ft; th. S. 01°16' E. 394.30ft; th. S. 24°30'42" W. 110.19ft; th. S. 04°37'30" W. 112.87ft to c/l of North Road of Woodland Heights, Second Subdivision; th. alg. sd. c/l S. 65°48' E. 169.32ft; th. S. 83°20' E. 30ft TB.

2.20 Acres

Thomas A. Peter

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at SE cor. of NW¼SE¼ of Sec.; th. S. 89°54' W. 200ft; th. N. 01°16' W. 423.6ft; th. N. 80°10' E. 202ft; th. S. 01°21' E. 458.8ft; Less Bk. 1197, Pg. 125.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at SW cor. of NE¼SE¼ of Sec.; th. E. 446.2ft; th. N. 374ft; th. N. 41°33' W. 123.9ft; th. W. 378.1ft; th. S. 458.8ft TB; Exc. strip on N. for rd.

6.90 Acres

J. Rocksey Powell

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 990ft N. & 1056ft W. of SE cor. of Sec.; th. N. 366.1ft to N. ln. of SE¼SE¼ of sd. Sec.; th. W. to NW cor. of SE¼SE¼; th. S. 366.1ft to pt. W. of beg.; th. E. 264ft TB.

4.50 Acres

Richard O. Rice

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. N. 61°50' W. 506.5ft from SE cor. of NE¼SE¼ of Sec.; th. N. 07°34' E. 202ft; th. N. 32°01' E. 100.9ft; th. 450ft. m/l. to a pt. 525ft N. & 818ft W. of the SE cor. of NE¼SE¼ of sd. Sec.; th. S. 01°21' E. 50ft; th. N. 86°01' W. 45ft; th. S. 88°39' W. 116.9ft; th. S. 73°10' E. 466.1ft to the POB.

2.26 Acres

Bart Richardson
James C. Starr
Joel W. Starr

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 14, Woodland Heights Subdivision.

1.00 Acre

Louis D. Rosenberg

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lots 3 & 4, North Platte Subdivision, a Re-Subdivision of Lot 23, Woodland Heights, Subdivision, Second Filing.

0.50 Acre

Ruth Ellen Routten

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at pt. 672ft E. of SW cor. of NW¼SE¼ of Sec.; th. S. 89°54' E. 243.5ft; th. N. 12°28' W. 218.9ft, the TPOB; th. N. 06°01' W. 140ft; th. N. 82°10' W. 152ft; th. N. 78°48' W. 46.9ft; th. S. 173.3ft; th. N. 90° E. 200.9ft TB.

1.00 Acre

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Wallace E. Ruyle
Freida S. Ruyle

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as all of Lot 24, Woodland Heights Subdivision, Second Filing of the Village of Estes Park; Exc. beg. at the NW cor. of Lot 24; th. S. 230.6ft to the POB; th. N. 80°14' E. 193.3ft to the E. bdry. of sd. lot; th. S. 221.4ft to the S. bdry. of sd. lot; th. N. 65°04' W. 210ft; th. N. 100ft to the POB.

1.60 Acres

David R. Schutz
Cheryl I. Schutz

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Lot 14; less E. 90ft & less N. 136ft, Woodland Heights Subdivision Amended.

0.41 Acre

Ursula M. Scott

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at SE cor. of NE¼SE¼ of Sec.; th. N. 395ft; th. W. 425.6ft; th. S. 07°34' W. 157.5ft; th. S. 57°27' E. 444.2ft; th. E. 72ft TB.

2.00 Acres

Dorothy W. Seale
Mark W. Seale
William B. Seale

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the S. ln. of the NE¼SE¼ of Sec., sd. pt. being 354.2ft W. of the SE cor. thereof; th. N. 180.2ft; th. N. 57°27' W. 109.4ft; th. S. 239ft to the S. ln. of the NE¼SE¼ of sd. Sec.; th. E. 92ft to the PL OB.

0.46 Acre

Milton M. Sebelik
V. Maxine Sebelik

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 990ft N. & 396ft W. of the SE cor. of sd. Sec.; th. W. 132ft; th. N. 330ft; th. E. 132ft; th. S. 330ft to the POB.

1.00 Acre

Gary D. Seirer
Carol L. Seirer

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. 990ft N. & 864ft W. of SE cor. of Sec.; th. W. 60ft; th. S. 170ft; th. E. 60ft; th. N. 170ft TB.

0.23 Acre

Dudley T. Smith, Jr.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on N. side of High Drive, wh. S¼ cor of Sec. bears S. 07°01' E. 908.3ft; th. alg. N. side of High Drive S. 80°50' W. 60.1ft; th. S. 77°42' W. 45ft; th. N. 88°13' W. 140.2ft; th. N. 78°06' W. 102ft; th. leaving sd. High Drive N. 02°30' E. 650ft to S. side of Pipe Line Road; th. alg. sd. S. ln. N. 88°06' E. 100ft; th. S. 79°42' E. 150ft; th. S. 89°27' E. 94.9ft; th. leaving sd. Pipe Line Road S. 02°30' W. 631.5ft to TPOB.

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A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. wh. S¼ cor of Sec. bears S. 29°46' E. 1095ft; th. N. 05°04' E. 607ft; th. N. 89°10' E. 65ft; th. S. 02°30' W. 650ft; th. N. 64°28' W. 100ft to TPOB.

6.23 Acres

William C. Spaller
Virginia V. Spaller

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as Erly 3ft of Lot 32 & all of Lot 33, Woodland Heights Subdivision, Second Filing.

1.75 Acres

Frank Stache
Beulah Stache

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. 396ft W. & 125ft N. of SE cor. of Sec.; th. N. 205ft; th. W. 132ft; th. S. 165ft; th. SE 137.8ft TB.

0.50 Acre

Loxla H. Stayton, Jr.
Dorothy A. Stayton

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the C¼ cor. of Sec.; th. N. 51°50'45" W. 49.60ft; th. S. 89°05'11" E. 425.02ft; th. S. 01°16'00" E. 547.45ft; th. S. 89°05'11" E. 30.02ft to the TPOB; th. N. 01°16'00" W. 547.45ft; th. N. 01°18'13" E. 26.50ft; th. S. 89°05'11" E. 190ft; th. S. 01°18'13" W. 26.50ft; th. S. 01°16'00" E. 547.45ft; th. N. 89°05'00" W. 189.99ft to the TPOB; Exc. Bk. 1971, Pg. 210.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the C¼ cor. of Sec.; th. N. 51°50'54" W. 49.60ft; th. S. 89°05'11" E. 425.02ft to the TPOB; th. N. 01°18'13" E. 1322.80ft to the bdry. of the Rocky Mountain National Park; th. S. 89°14'14" E. 220ft; th. S. 01°18'13" W. 1296.89ft; th. N. 89°05'11" W. 190ft; th. S. 01°18'13" W. 26.50ft; th. S. 01°16'00" E. 547.45ft; th. N. 89°05'11" W. 30.02ft; th. N. 01°16'00" W. 547.45ft to the TPOB; Exc. Bk. 1971, Pg. 210.

9.44 Acres

Michael G. Stults
Nina H. Stults

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. wh. bears N. 01°16' W. 253.5ft from the SW cor. of the NW¼SE¼ of Sec.; th. S. 89°54' E. 288ft; th. N. 01°16' W. 243.75ft, m/l, to a pt. on the c/l of rd.; th. N. 83°13' W. 183ft; th. S. 82°49' W. 110ft; th. S. 01°16' E. 253.5ft to the PL OB, being all of Lots 16, 17, & 18, Grandview, Second Subdivision; Exc. the S. 253.5ft thereof.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. bears S. 89°54' E. 288ft & N. 01°16' W. 253.5ft from the SW cor. of NW¼SE¼ of Sec.; th. S. 89°54' E. 192ft; th. N. 01°16' W. 185.5ft to a pt. on the c/l of rd.; th. NWrly alg. the ctr. of sd. rd. to a pt. wh. bears N. 01°16' W. from PL OB; th. S. 01°16' E. 242.5ft, m/l, to the PL OB, being all of Lots 19 & 20, Grandview, Second Subdivision; Exc. the S. 253.5ft thereof.

2.50 Acres

United States of America

A tract of land situated in Section 27 and Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at the POI of the N. R/W ln. of Old High Drive Road & the E. s/l of Sec. 28 from wh. the E¼ cor. of Sec. 28 bears N. 00°02' W. 1069.87ft; th. N. 52°50' E. 154.9ft alg. the N. R/W ln. of sd. Old High Drive Road; th. N. 45°54' E. 8.3ft; th. N. 49°43'40" W. 209.3ft to a pt. 30ft W. of the E. s/l of sd. Sec. 28; th. N. 00°02' W. 284.2ft ; th. S. 88°45' W. 537.9ft; th. N. 21°53' E. 337.9ft; th. N. 05°11' E. 100ft; th. S. 88°45' W. 271.2ft; th. N. 151.1ft to a pt. on the N. ln. of the NE¼SE¼ of Sec. 28; th. S. 89°42' W. 525.2ft to the NW cor. of sd. NE¼SE¼; th. S. 00°30' W. 567ft; th. N. 88°45' E. 225.3ft; th. S. 00°30' W. 1142.9ft to a pt. on the N. R/W ln. of the Old High Drive Road; th. NErly alg. the N. R/W ln. of the Old High Drive Road to the POB; Subj. to R/W for the Hondius-Beaver Pipe Line.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. the S¼ cor. of Sec. bears S. 29°46' E. 1095ft; th. N. 74°58' W. 264.2ft; th. N. 66°33' W. 320ft; th. N. 69°45' W. 150ft; th. N. 15°26' E. 488.5ft; th. S. 74°16' E. 150ft; th. S. 81°43' E. 175.6ft; th. N. 86°02' E. 159ft; th. S. 62°26' E. 147.7ft; th. S. 05°04' W. 607ft to the POB; Exc. Bk. 897, Pg. 399.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on the N. ln. of the NE¼SE¼ wh. pt. is S. 89°42' W. 200ft from the E¼ cor. of sd. Sec.; th. S. 89°42' W. 500ft; th. S. 151.1ft; th. N. 88°45' E. 271.2ft; th. S. 05°11' W. 100ft; th. S. 80°03' E. 100.7ft; th. N. 05°11' E. 63ft; th. S. 60°42' E. 191ft; th. S. 70°47' E. 177.5ft; th. N. 00°02' W. 211.1ft; th. NWrly alg. a straight ln. to the POB.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 30ft W. of the E. ln. of the SE¼ of Sec. from wh. the NE cor. of sd. SE¼ bears N. 03°06' E. 554.6ft; th. S. 88°45' W. 537.9ft; th. N. 21°53' E. 337.9ft, m/l, to Stat. #7; th. S. 80°03' E. 100ft; th. N. 05°11' E. 63ft; th. S. 60°42' E. 191ft; th. S. 70°47' E. 145.7ft; th. Srly 213.7ft to the PL OB.

A tract of land situated in Section 28, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 30ft W. of the E. ln. of the SE¼ of Sec. from wh. the NE cor. of sd. SE¼ bears N. 03°06' E. 554.6ft; th. S. 88°45' W. 437.9ft; th. S. 12°19' W. 400ft; th. S. 88°45' W. 450ft; th. S. 400ft to the S. ln. of the NE¼SE¼ of Sec.; th. S. 345.3ft, m/l, to the N. R/W ln. of Old High Drive Road; th. alg. sd. N. R/W ln. in a NErly direction to a pt. wh. is 30ft W. of the s/l & due S. of the PL OB; th. N. 553ft, m/l, to the PL OB.

44.80 Acres

William Wakeland
Marilyn Wakeland

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as E½ of Lot 34; less Nrly 128ft in Bk. 1101, Pg. 37, Woodland Heights Subtvision, Second Filing.

0.56 Acre

Robert J. Wands
Carol L. Wands

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. wh. is 924ft W. & 660ft N. of the SE cor. of Sec.; th. N. 165ft; th. W. 132ft; th. S. 165ft; th. E. 132ft to the POB.

0.50 Acre

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17/18

Brenton P. Washburne, Trustee
Robin P. Washburne, Trustee

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as the W. 425ft of SW¼NE¼.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at a pt. 110ft E. of NW cor. of NW¼SE¼ of Sec.; th. S. 01°16' E. 215ft; th. N. 87°26' E. 97.3ft; th. N. to N. ln. of sd. NW¼SE¼; th. W. 102.5ft to POB.

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at SW cor. of SW¼NE¼ of Sec.; th. E. 212.5ft; th. N. 30ft; th. W. 212.5ft to W. ln. of sd. SW¼NE¼ of Sec.; th. S. 30ft to POB.

13.00 Acres

Cheryl E. West

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at NE cor. of SE¼SE¼ of Sec.; th. alg. 1/16th s/l N. 89°04'30" W. 271ft; th. S. 02° W. 105.3ft; th. S. 05°33' E. 75.2ft; th. N. 74°08' E. 147ft; th. N. 00°14'30" W. 26.9ft; th. S. 89°05' E. 126.6ft to E. ln. of SE¼SE¼ of sd. Sec.; th. alg. sd. E. ln. N. 00°14'30" W. 110.6ft to POB.

1.00 Acre

Fagan N. White

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at NE cor of SE¼ of Sec.; th. S. 717.6ft; th. W. 399.7ft; th. N. 24°44' W. 263.2ft; th. N. 29°14' W. 182ft; th. N. 01°14' W. 16ft; th. E. 157.2ft; th. N. 300ft, m/l. to N. ln. of NE¼SE¼ of Sec.; th. E. 426.2ft TB; Less Bk. 1344, Pg. 186 & Less Bk. 1881, Pg. 633.

7.00 Acres

Olivia Gail Williams

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. 776.4ft W. of SE cor. of NE¼SE¼ of Sec.; th. W. 116ft; th. N. 134ft; th. E. 116ft; th. S. 134ft TB.

0.35 Acre

Thurmond A. Williamson, Trustee
Ruth E. Williamson, Trustee

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as com. at the SE cor. of the NE¼SE¼ of sd. Sec.; th. N. 395ft to the TPOB; th. W. 300ft; th. N. 69.2ft; th. N. 45°00' E. 147.08ft; th. E. 81.44ft; th. S. 27°28'28" E. 31.56ft; th. E. 100ft; th. S. 145.2ft to the TPOB.

1.00 Acre

Marjorie W. Witherspoon

A tract of land situated in Section 27, Township 5 North, Range 73 West of the 6th P.M., County of Larimer, State of Colorado desc. as beg. at a pt. on S. ln. of NE¼SE¼ sd. pt. being 72ft W. of SE cor. of Sec.; th. N. 57°27' W. 334.8ft; th. S. 180.2ft to S. ln. of NE¼SE¼; th. E. 282.2ft TB.

0.58 Acre

Total Acres Included 245.79 Acres

Trout & Raley, PC
1775 Sherman St. #1300
Denver, CO 80203

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SENT BY:Xerox Telecopier 702* 3039692785 11- 2-94 ; 1:35PM ; 3039692785→ 303 586 1310;# 1

11/02/94 16:18 ☎202 219 1411 NPS/LEGISLATION ☑001/004

11-02-94 Correspondence Control Unit-NPS PLEASE FAX 202-219-1411 Page: 1

Control #	:	100405CE
Final Due	:	11-09-94
Assigned To	:	NATURAL RESOURCES
Name	:	GRAMM FOR CRAIG MILLIS, 9/29/94
Park	:	National Park Service
Subject:	:	Water Quality
Description	:	REGARDING USE OF WATER FROM THE HONDIUS-BEAVER LINE (ADJACENT OR IN ROCKY MOUNTAIN NATIONAL PARK; C
Document Title	:	LET - 96966
Signature Level/Action	:	Direct Resp ~~Assoc. Dir~~ Reg. Dir.
Draft Due	:	N/A
Date Received	:	11-02-94
NPS Status	:	ASSIGNED
Congressional?	:	Y
Case Worker	:	P. SALLEY 208-4333

RMRO

PRIORITY

Due 11/9 PRIORITY

11/2/94
to Romeo -
Please prepare response for RDS signature & send via CC Mail to Jean Fincher, RMR-D. Thx, Jean

SENT BY:Xerox Telecopier 7021 ;11- 2-94 ; 1:35PM ; 3039692785→ 303 586 1310;# 2

11/02/94 16:18 ☎202 219 1411 NPS/LEGISLATION 002/004

Phil Gramm
Texas

96966

United States Senate

MEMORANDUM

Date: 10-10

Department of the Interior
Office of Congressional Relations
18th and C Streets, NW
Washington, DC 20240

My constituent has sent me the enclosed communication, and I would appreciate a response which addresses his/her concerns.

Please send your response, together with the constituent's correspondence, to me at the following address:

Office of Senator Phil Gramm
2323 Bryan Street, #1500
Dallas, Texas 75201

Attention: Brett Brewer

MILLIS & COMPANY, inc. manufacturers representatives

September 26, 1994

To: BMRO
see attached previous ltr by Jim

Mr. Robert M. Baker
United States Dept. of the Interior
P. O. Box 25287
Denver, Co. 80225-0287

Re: Hondius-Beaver Pipeline

Dear Mr. Baker,

Thank you very much for your very complete and detailed letter of Sept. 14 to Senator Phil Gramm in response to a letter we had written to Senator Gramm.

To start with a little history, we bought one of the last remaining lots in the Upper High Drive area in 1968 and built a cabin in 1970. We enjoyed that first Summer so much that we went back for Thanksgiving. Needless to say the Hondius-Beaver water was shut down by then so we drilled a water well. That was the last time we were on the Hondius Line and we have been on our well ever since.

When Bill Grove decided to retire and sell the Hondius-Beaver Line, I and several others bought it and ran it for several years. We tried to do a good job, we replaced a lot of aging pipe, added a chlorinator and a filter system and finally gave the system to the High Drive Water District.

I would like to comment on several items in your letter. First , to my knowledge there have never been 120 families on this water system. At one time years ago this may have been close to being correct. At the present time there are about 60 TO 65 users including the 4 Park Service homes. Because this is "summer" water, these people are summer residents only. By far, most of the homes in the High Drive area are summer residents only. The problem comes when "summer" residents would have to pay for City water which they would use for only a few months out of the year. There is not a **reasonable** source of water available other than the Hondius line.

When we were operating the Hondius line, we were very concerned about times of "low flow" as you state in your letter. One early August the level in the creek was down to where we could see the top of our inlet pipe and we were very concerned that we would be short of water. Shortly afterwards the afternoon showers began and we never had a problem. At no time did our use of the water ever effect anything downstream and there was **always** water going down the creek, way beyond what the Hondius line uses. There has never to my knowledge any adverse effect on park resources since there has always been water going down this stream.

2606 MANOR WAY P.O. BOX 35484 DALLAS, TEXAS 75235 (214) 352-4419 FAX 353-0146

I hear that city water is slowly coming into the Eastern edge of the High Drive area. This means even less users of the Hondius line.

The basic problem is this. If city water is the only alternate answer, who pays for it. Those of us with water wells are happy and don't want our taxes raised 50 %.. Most of the residents are "summer" only. How can water be provided for them at a reasonable price. Year round city water will be very expensive. The Hondius line has been great for those who use it. What has changed in the 70 or so years of operation? Not much really, except there are a lot fewer users today. I really don't see any good reason for shutting off the source of water. What would the 4 houses in the Park do?

I also want to say that I am a hiker and fisherman and want to protect our park resources to the greatest extent possible such as you do. If you want to visit the source and see the stillhouse (where this all starts), I would be pleased to arrange a visit.

Thanks again for your letter.

Sincerely yours,

Craig Millis

Craig Millis

cc: Senator Phil Gramm

park1.doc

Honorable Phil Gramm
United States Senate
Washington, D. C. 20510

Dear Senator Gramm:

This is in response to a letter received from Mr. and Mrs. Millis requesting assistance in preserving the Hondius-Beaver water system for residents of the High Drive area adjacent to Rocky Mountain National Park.

The Hondius Beaver Pipeline provides water to 4 Park Service owned homes within the boundary of the park and approximately 120 homes located outside. Water is provided from May through September. The Upper High Drive Water District operates the water system and receives water under authority of a special-use permit issued annually by the Superintendent.

Water rights associated with the Hondius-Beaver Pipeline are owned by the United States in the amount of 0.33 cfs for domestic and fire protection purposes. The water rights were purchased from Pieter Hondius. The water rights were adjudicated in District Court, Boulder County, Water Division I, Case No. 10077 on June 23, 1939.

Diversion of water through the Hondius-Beaver Pipeline is subject to administration by the State Engineer. The National Park Service, and all other water users along Colorado's Front Range, are coming under ever increasing pressure from the Water Commissioner to divert water only when in priority. The Hondius-Beaver Pipeline has a priority date of June 23, 1939, with a decreed purpose of domestic use and a flow of 0.33 cfs. The National Park Service, as owner of this water right with a very junior priority date, could receive an order informing us that we are diverting out of priority and to cease diverting. In order to provide water for senior downstream water users, the Water Commissioner can put a "call on the river" which is expected to affect all diverters.

The law regarding this type of diversion and sale to entities outside the park is contained in Title 16, U.S.C. para. 1a-2(e)

> The Secretary of the Interior is authorized to "enter into contracts which provide for the sale or lease to persons, States or their political subdivisions, of service, resources, of water available from within an area of the national park system, as long as such activity does not

jeopardize or unduly interfere with the primary natural and historic resource of the area involved, if such person, State, or its political subdivision -

(1) provides public accommodations or services within the immediate vicinity of an area of the national Park system to persons visiting the area; and

(2) has demonstrated to the Secretary that there are no reasonable alternatives by which to acquire or perform the necessary services, resources or water."

Park Service policy regarding the sale of water is found in NPS-77 which states "Owners of land or interests in land within or adjacent to parks under the NPS General Authorities Act of 1970, may be granted, by special use permit, the privilege of developing and using water or sources of water owned by the NPS only when it is administratively determined that the use of such water facilitates the management programs of the NPS. Such permits will not be issued if any other reasonable source of water is available."

We are concerned about the impacts of this diversion on park resources. Rocky Mountain National Park was established in 1915 ..."with regulations being primarily aimed at the freest use of the said park for recreational purposes by the public and for the preservation of the natural conditions and scenic beauties thereof". However, it is strongly suspected that during times of low flow, diversion of water from Beaver Creek through the Hondius-Beaver Pipeline may have adverse effects on park resources.

We have been involved in discussions with the Upper High Drive Water District and the Upper High Drive residents and have informed them of our concerns regarding the impacts of this diversion on park resources and the possibility of a "call on the river" and the subsequent need to curtail diversions. In addition, we have worked with the Upper High Drive Water District in funding a study by a private consulting firm which evaluates the various options available to the water users to obtain water from other sources. However, because of the increasing demand for water in the State, we are living on borrowed time. We must plan now to avoid significant difficulties in the future. Therefore, we renewed the special-use permit for 1994; but, future renewals will be subject to a showing of reasonable progress towards locating alternate sources of water. If progress is made, we would then have a case for postponing any action that might be taken by the State Engineer due to our

diverting out of priority.

We are committed to work with the homeowners of the Upper High Drive area and will consider all reasonable alternatives that will insure the delivery of potable water to Upper High Drive residents while protecting park resources to the greatest extent possible.

Sincerely,

Robert M. Baker
Regional Director
Rocky Mountain Region

bcc:

WASO-202#10040572:Salley
RMR-D
ROMO Supt.
R:\Millis

wp

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>
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We are committed to work with the homeowners of the Upper High Drive area and will consider all reasonable alternatives that will insure the delivery of potable water to Upper High Drive residents while protecting park resources to the greatest extent possible.

Sincerely,

United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:

L30

April 12, 1994

President
High Drive Water District
P.O. Box 1053
Estes Park, CO 80517

Dear Sir:

Enclosed are two signed copies of a special-use permit for the use of the Hondius-Beaver pipeline and associated water rights within Rocky Mountain National Park. Please sign both copies and return one of them to this office along with payment of $50.

Please be assured that we will continue to work cooperatively with your organization to secure an alternate source of water for the District.

Sincerely,

Signed

Homer L. Rouse
Superintendent

Enc. (2)

cc:
SOL-Canaday
WRD-Williams
RMR-Wise
RM-Axtell

United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:

L54

December 17, 1993

O – This came in while you were on leave and pertains to Ken C's phone call to your home. Ken wanted to pick your brain on this issue.
Dan M
Thanks
O

Mr. Mike Mangelsen
Town of Estes Park
Light and Power Department
P. O. Box 1200
Estes Park, Colorado 80517

Dear Mr. Mangelsen:

This is in response to your recent phone call requesting information regarding ownership of the land occupied by the Cascade Diversion and Pipeline within Rocky Mountain National Park. Following is information I retrieved from Park files that may be helpful.

1. History of the ownership of the Hondius-Cascade Pipeline.

   a. Pieter Hondius. State of Colorado grants to Hondius and Clerc as described in conveyance no. 8 dated July 9, 1908.

   b. Estes Park Electric Light and Power Company. Book 237, page 60 records a Quit Claim Deed (conveyance no. 9) dated November 11, 1908, granting right-of-way along Hondius-Cascade Pipeline to Estes Park Electric Light and Power Company. Also, Book 247, page 182, dated November 11, 1908, conveys 40 cfs to the same company by F. O. Stanley.

   c. F. O. Stanley. Book 334, page 102, dated March 2, 1915, records a Warranty Deed (conveyance no. 10) granting F. O. Stanley right-of-way for pipeline on or below surface for two pipes. "Also water rights to 40 cubic feet of water per second of time as appropriated by P. Hondius and F. L. Clerc for Hondius-Cascade Pipeline."

   d. The Stanley Corporation. Deed recorded May 19, 1926, in Book 543, page 246: "The right to take 40 cubic feet of water per second of time for power purposes as described by Deed recorded in Book 247 at Page 182 of the Larimer County records." From F. O. Stanley to the Stanley Corporation.

   e. Public Service Company of Colorado. Warranty Deed recorded October 1, 1928, in Book 583, page 257 conveys from Stanley Power Company to Public Service Company of Colorado all power lines, distribution lines, pipe lines, machinery, etc. Also 40 cfs (by Kutter's formula) for power purposes.

f. Town of Estes Park. Special Warranty Deed recorded January 6, 1945, in Book 782, page 98, conveys from Public Service Company of Colorado to Town of Estes Park the Hondius-Cascade Pipeline "together with all water rights, power rights, rights-of-way, easements or other instruments of record pertaining to the Hondius-Cascade Pipe Line" among other things.

Summary:

July 1908	P. Hondius
November 1908	Estes Park Electric Light and Power Company (also water rights)
March 1915	F. O. Stanley
May 1926	Stanley Corporation
October 1928	Public Service Company of Colorado
January 1945	Town of Estes Park

2. History of the property on which the dam was built.

a. Copies of Deed 21-G dated February 1932, detail the sale of property by Pieter Hondius to the United States of America.

b. This same deed states that the amount of land sold is about 1,762 acres less "right-of-way granted to the Estes Park Electric and Power Company for so-called Cascade Pipe line, and any other rights of way heretofore granted."

c. Memo dated June 2, 1959, from the Realty Officer to the Superintendent regarding the Hondius-CAscade Pipeline. Attached to this memo is a copy of the right-of-way deed granted by Pieter Hondius to the Town of Estes Park dated November 11, 1908. The right-of-way granted "shall be as wide as is necessary to lay two pipe lines side by side either upon the surface or underground, and 2nd part, its successors and assigns are hereby given the right to construct, maintain and repair such pipe lines, not exceeding two main lines and such other constructions and appliances as shall be necessary for the use and enjoyment of said water power right and the development thereof."

3. History of inclusion of the Cascade Dam and Pipeline within Rocky Mountain National Park.

a. Act of January 26, 1915 (38 Stat. 796) establishing Rocky Mountain National Park. Hondius Dam outside of park boundaries.

b. Act of March 1, 1919 (40 Stat. 1270) to repeal the last proviso of section four of the Act to establish Rocky Mountain National Park. Hondius Dam included within

the boundaries of Rocky Mountain National Park.

c. Act of June 9, 1926 (44 Stat. 712) to eliminate certain privately owned lands from the Rocky Mountain National Park. Hondius Dam now outside of park boundaries.

d. Proclamation by the President of the United States of America (No. 1985 - Jan. 11, 1932 - 47 Stat. 2498) adding certain lands and making them part of Rocky Mountain National Park. Hondius Dam now included within Rocky Mountain National Park.

If you have any questions regarding the above information, please call me at 586-3565, ext. 263.

Sincerely,

Kenneth Czarnowski

Kenneth Czarnowski
Park Hydrologist

bcc:
Janet Wise, RMRO
Owen Williams, WRD
Margot Zallen, Solicitor's Office
Superintendent
CRM

United States Department of the Interior

OFFICE OF THE SOLICITOR
Rocky Mountain Region
P.O. Box 25007
Denver Federal Center
Denver, Colorado 80225

August 17, 1993

NPS.RM.2426

PRIVILEGED AND CONFIDENTIAL
PROTECTED BY THE ATTORNEY-CLIENT
PRIVILEGE AND WORK PRODUCT DOCTRINE

Superintendent
Rocky Mountain National Park
Estes Park, CO 80517

Subject: Hondius-Beaver Pipeline

The National Park Service (NPS) acquired land and water rights from Pieter Hondius near the Beaver Meadow Entrance of Rocky Mountain National Park (RMNP) in 1932. The water right was later adjudicated by the United States and it received 0.33 cfs for domestic uses and fire protection. Water has been provided to approximately 120 homes located outside the Park across from the main visitor center since 1932 through the Hondius-Beaver pipeline (pipeline). The right to use the water and operate and maintain the pipeline for these homes has been through a special-use permit. As the NPS water systems have been coming under increasingly close scrutiny by the State Engineer, the NPS has been evaluating the legality of uses of water outside park boundaries for water originating inside the Park.

Your review of the request to renew the special-use permit for the pipeline has raised questions concerning the pipeline and its users.

BACKGROUND AND FACTS

In both the deeds to the United States executed February 18, 1932, and recorded March 15, 1932, Hondius conveyed "all of his right, title and interest of whatsoever kind that he now owns or possesses... Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, ...; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part,(Hondius) either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances" in the subject land. The hereditaments and appurtenances in this case were the water rights and the

pipeline. Later in the deeds we find language that the premises above conveyed are "free and clear from all former ... incumbrances of whatever kind or nature soever..." Hondius goes on to warrant and defend the United States against "all and every person or persons lawfully claiming or to claim the whole or any part thereof" the property and the hereditaments and appurtenances. Note, there is no mention of the property conveyed in this deed being subject to the sale of water to the users of the pipeline or to the United States operating the pipeline.

The United States went into State District Court in Boulder in 1939 to get the water rights for the Hondius-Beaver Pipeline adjudicated. (No. 10077) In the STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE HONDIUS-BEAVER PIPE LINE it asked and received a right to divert "all or any part of the pipe capacity from any and all headgates for domestic and fire protection purposes." The additional purpose of industrial use was given for the Park Utility and Employees Residential area. Reference is made in the statement that Hondius conveyed the water rights for the pipeline to the United States in the 1932 deeds as appurtenances to the lands in those deeds. The United States asked and received a decree for a water right with a priority right as of September 1, 1906, to the use of 0.33 cfs of water for the purposes and in the amounts set forth and claimed. It is in this hearing that Mr. Allen, the attorney for the United States, made his oft quoted statement.

> I might say, your Honor, that the United States takes the position that these people (the pipeline users) are entitled to the water and they have got their part of the land upon which a large part of the land is located incumbered with this burden and I submitted the statement of claim to Judge Stover and it is agreeable to both him and his client, Mrs. Hondius.

What the word burden refers to is not clear but just before this statement the witness and Mr. Allen were discussing the contract the people would enter into when they purchased lots from Hondius which included furnishing water to their lots. Mr. Allen may have been equating this provision in these contracts with a covenant that runs with the land. I could not find a copy of this statement of claim that Allen gave to Judge Stover and Mrs. Hondius. There were no other references to it in the files.

The burden (covenant) may be the language found in the early contracts between Hondius and the lot buyers. The contract with the buyers provides it shall run and be in force for such time as Hondius shall elect and Hondius has the right to terminate the contract upon 30 days written notice of such election. This right to termination is subject to the following proviso:

> Provided he (Hondius) shall deliver the water plant hereinafter mentioned to the ...(buyer) and such other persons, jointly, as may be entitled to service from said plant, (the pipeline) in which event the said users of water shall become the joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F. W. Blackmar and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith.

I am assuming this is the form of contract Hondius used before he sold the pipeline and water rights to the United States in 1932. The form contract used later did not have this language in it. Instead it had the following provision:

> He (the buyer) shall be subject to the rights of all persons, if any, who, by earlier contracts or by law have prior rights to claim service of water from first party's water supply.

The 1910 contract with Sinclair and Blackmar provides that Hondius will supply water for domestic purposes to them and the owners of tracts of land they have sold to others. The agreement was for 15 years. This contract was to run with the land for the benefit of any and all persons who may acquire sites for cottages in or upon the lands hereinbefore mentioned. Besides Sinclair and Blackmar there were 14 other parties signature to this contract. This contract canceled a 1906 contract between the same parties. In November of 1931 Hondius entered into a supplemental agreement with another developer, C. F. Low, to supply water to lands owned by him. Again the use was just for domestic purposes and was subject to the rights of the parties to the 1910 contract. There was no provision for these rights to run with the land.

By a BARGAIN AND SALE DEED dated August 8, 1945, Eleanor E. Hondius conveyed the part of the system (pipeline) outside of the park to John M. Carmack along with her rights in a special use permit dated February 23, 1932, from NPS for use of water from supplies of said Hondius-Beaver Pipe Line and the streams, springs, and sources of water therefor within Rocky Mountain National Park and all rights or preferences Hondius may have for renewal or transfer of such special use permit. Also she conveyed any rights under any contracts she had relating to the water system. These I assume were the contracts with the water users. Mr. Carmack conveyed the property and rights received from Mrs. Hondius to Mr. William F. Grove by a deed dated August 30, 1947. Mr. Grove in turn conveyed by quitclaim deed dated September 12, 1957, to the United States whatever

interest he had in the pipeline located in the S1|2 of Sections 27 and 28, Township 5 North, Range 73 West. (Assume this was inside the park.) The NPS has issued special use permits to the various owners of the pipeline located outside the park to supply water from the pipeline and to operate and maintain the pipeline both inside and outside the park since 1932. The present special use permit expired in December of 1992.

QUESTIONS

1. Do the homeowners served by the pipeline have a vested right to the water that should have been recognized in the 1939 adjudication?

It should be noted that none of the deeds to the United States or the water rights adjudication documents contain any language making the United States subject to any interests of the pipeline water users. In addition there is no privy of contract between the United States and these water users. The closest official action regarding a relationship between the NPS and pipeline users was the statement in court by Mr. Allen back in 1939. In the early contracts between the operators of the pipeline and the users there was language that provided some kind of interest in the water and the pipeline. It could be argued that once the contracts expired this right also expired. The contracts between Hondius and the early developers are the only contracts that contain specific language that the right to the water supply ran with the land. The 1910 contract with Sinclair and Blackmar was for a 15-year term and the 1921 and 1931 agreements with Low did not contain the water supply to run with the land language. Based on the above facts it is my opinion that the homeowners served by the pipeline do not have a vested right to the water because after 1932, the year Hondius deeded the water rights and pipeline to the United States, the operators of the pipeline had no water right to give the users and if such right was given under the contracts before that date that right expired under the terms of the contract between Hondius and the early developers and users.

The early users could argue that under their contracts with Hondius or the above-mentioned developers before 1932, (assuming that is the year the reversion language was no longer in the contracts) they were third-party beneficiaries to the water rights and the pipeline. They could also argue that the language in the early contracts was a straight reversion clause and once their contract was terminated, the water rights and the pipeline were owned jointly by them. The other argument they could use was that this right to water was a covenant running with the land.

This raises several questions. Were these contracts subject to expiration date? Do any of the present users claim a water right under these pre-1932 contracts? Do they have these contracts to support their claims? Are these rights subject to expiration? Does the contract have to be terminated by Hondius to activate the reversion clause or did the NPS step into his position when he deeded the land, water rights, and pipeline to the NPS? What did Hondius have to convey to the NPS in 1932? If no contracts had been terminated before 1932 by him, then no reversionary interest came into being. What does the change in ownership do to these reversionary rights? The documents in the file do not answer these questions. Only a court could answer these questions.

2. Does the NPS have a legal obligation to supply domestic water to the approximately 120 homes now receiving water from the pipeline?

No, the only obligation the NPS has ever had is to allow someone to operate, maintain and supply water from the pipeline to these users under a special use permit.

3. If your answer to the question above is negative, does the NPS have a moral obligation to supply domestic water to the homes?

This is a strange question to ask an attorney as we deal with the law not morals. My answer, based on the information in the file showing there is no other source of water available that can be obtained within a reasonable cost and the fact these users have been using this source of water and depending on it since the early 1900s, would be there is a moral obligation.

4. Since the homes located outside the park have been using water from Beaver Creek since about 1910, and the use has continued even though the NPS acquired the land, water rights and associated pipeline in 1932, would the present use be exempt or "grandfathered" from current laws or policies?

No, since I concluded that the water right and pipeline belong to the NPS and the NPS is subject to current laws and policies.

5. Is there any question as to who owns the diversion structure and pipelines, filtration system, etc. that are located on park lands?

No, these belong to the NPS.

6. What is the park's liability with respect to compliance with state and Federal water quality and health regulations?

The park is subject to state and Federal water quality and health regulations.

Please advise if we may be of further assistance.

Sincerely,

Ralph O. Canaday
Attorney

cc: Regional Director, National Park Service, Rocky Mountain Region
Owen Williams, National Park Service, Water Resources Division

August 8, 1993

Note

To: Owen

From: Dan M.

Subject: Background - Hondius-Beaver Pipeline Issue, ROMO

Information obtained from Hondius-Beaver Pipeline Docket (Docket No. ROMO-0004):

1. BARGAIN AND SALE DEED, John M. Carmack to William F. Grove, August 30, 1947. Conveys domestic water system known as the "Hondius-Beaver Pipeline" and as "Hondius Water Supply" including "all rights to use of water and rights-of-way held or acquired in connection therewith" and "all rights under contracts of Eleanor E. Hondius relating to said system or now held by her".

2. BARGAIN AND SALE DEED, Eleanor E. Hondius to John M. Carmack, August 8, 1945. Conveys domestic water system known as the "Hondius-Beaver Pipeline" and as "Hondius Water Supply" and as "Hondius Pipeline" including "all rights to use of water and rights of way held or acquired in connection therewith" and "all rights under contracts of Eleanor E. Hondius".

3. STATEMENT OF CLAIM OF THE UNITED STATES OF AMERICA FOR THE HONDIUS-BEAVER PIPELINE, IN THE DISTRICT COURT No. 10077. Claimed priority date is September 1, 1906, amount requested is "all or any part of the pipe capacity from any and all headgates for domestic and fire protection purposes" not to exceed 0.33 cfs.

4. Contract, November 3, 1921 between P. Hondius and O.P. Low. Hondius agrees "to furnish an ample supply of water for domestic purposes, to be used only in summer cottages" for domestic purposes form May 1 to September 30 and "subject to rights granted in the contract dated December 2, 1910 (which contract shall in all instances limit and control this contract when in conflict herewith)."

5. COPY, Agreement of December 2, 1910 between P. Hondius and William T. Sinclair and F.W. Blackmar. Agreement to terminate the September 1, 1906 contract between P. Hondius and William Sinclair whereby Hondius was to build a gravity feed water system to furnish water Sinclair or his grantees for domestic purposes by the owners of cottages in SESE Section 27, T. 5 N., R. 73 E. in order to changes the terms of contract furnish an ample supply of water. (Also signed acknowledgement by 14 cottage owners).

6. HONDIUS-BEAVER PIPE LINE (Domestic Priority No. 12; Ditch--

Pipe-Line--No. 13). This appears to be a copy of the decree although it is unsigned. On page 139 it states "WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by this court that, for domestic, fire protection and industrial purposes, and under and by virtue of appropriation made by original construction ... .33 cubic feet per second of time, with DOMESTIC PRIORITY NO. 12, as of September 1, 1906."

7. CONTRACT, (No date, unspecified parties, unclear whether it was executed, see last document in Land History Section of Docket). Paragraph I. states "This contract shall run and be in force for such time and as the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate ... **Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons ... in which event the said users of the water shall become the joint owners of said plant and of all water rights used in connection therewith,** subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Hondius and F.W. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract."

   The above document has no verification information to trace its authenticity. However, the statements in bold suggest there may have been an intent to share in the rights of the system. This is what I mentioned to Ken C. as a possible lead to follow. Apparently nothing came of it.

In summary, the documents which I reviewed in Docket 004 do not indicate any encumbrances to the water right which the United States obtained from P. Hondius on February 18, 1932. The Deed of Sale states "it hereby being the intention of said Pieter Hondius, part of the first part, to convey to the Untied States of America all his right, title and interest of whatsoever kind that he now owns or possesses within the boundaries of the following described lands ... TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging".

I've placed the documents Ken sent us in your mail box as background info.

HONDIUS WATER SYSTEM REMOVAL

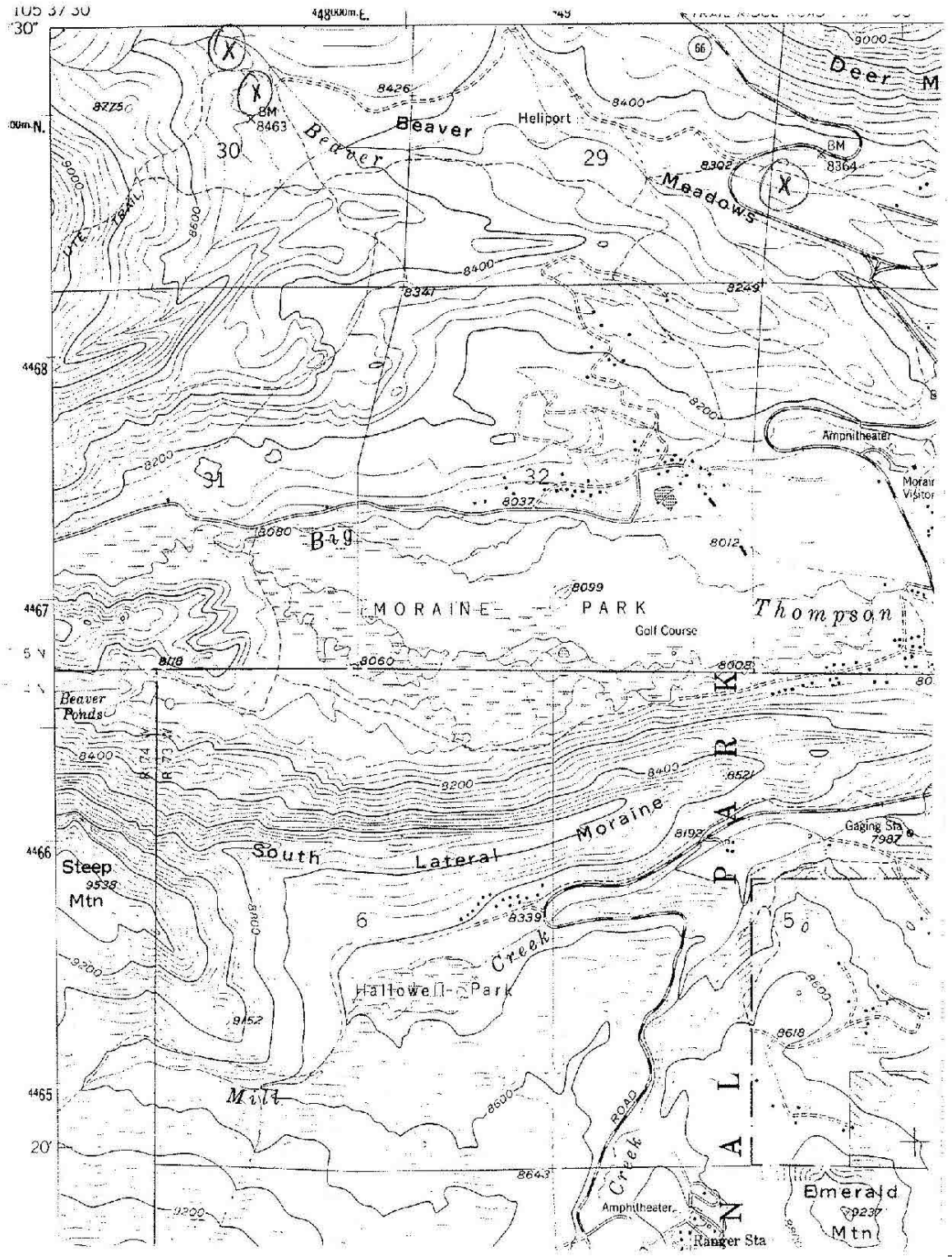
There are five structures that will be removed:

Two buildings are along the Ute Trail. These will be removed with a backhoe and dumptruck. Approximately 200 feet of barbed wire fence surround these buildings. The wire will be removed and the fence posts pulled out. There is a large pile of sandbags that will be removed with the backhoe and dumptruck. A large concrete weir will require removal with a backhoe and rock drill. The road to the buildings will be brushed in with existing materials and revegetated as necessary.

Another building exists behind the elk exclosure at the end of Upper Beaver Meadows. This will be disassembled and removed. No trail to it exists.

Any pipe laying on the surface will be cut and removed. No materials below the surface will be removed.

The two chlorinator buildings at the east end of Upper Beaver Meadows have concrete foundations and wooden tops. The tops will be removed and the concrete will be broken up and buried. Revegetation of the site will be done as necessary.


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Moraine
Steep
Mtn
Hallowell
Park
Creek
Mill
Creek
ROAD
Amphitheater
Ranger Sta
Gaging Sta
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R.74 W.
R.73 W.

L3031
XL54

June 22, 1976

Mr. E. R. "Andy" Anderson
Chairman, High Drive Water District
Box 427
Estes Park, Colorado 80517

Dear Andy:

The following are answers to your recent verbal inquiry regarding the Hondius-Beaver water line:

1. The National Park Service is the owner of both the water right and that portion of the line inside Rocky Mountain National Park. Diversion of water from the upper end of Beaver Meadows is undesirable from the National Park's standpoint, since it dries up the stream below the diversion point. The beaver, for which the area was named, simply have not had enough water to live in Beaver Meadows for many, many years. Considerable changes in the ecology of the area have resulted from the existence of this line.

2. We have recognized an obligation to permit the continued use of this water until some satisfactory alternative could be provided. We strongly encourage any plan which would permit the eventual abandonment of this water line. It is not our desire to be arbitrary or to cause hardship on any individual; however, it must be stated that the Hondius line is now expected to serve far more users than it is capable of serving.

3. The condition of the line and its facilities are poor.

   a. Much of the pipeline system is badly deteriorated and needs replacement.

   b. The intake and reservoir structures are also deteriorated and need to be sealed, as a minimum.

   c. There are several intakes which are no longer in use which, to meet Public Health Service requirements, should be physically cut off from the existing system and the ends capped.

d. The entire system must be chlorinated because it comes from surface water supplies. However, due to the arrangement of the reservoirs and the location of the service, it is almost impossible to provide proper chlorination without constructing additional special facilities. The State Public Health people have discussed this problem with Mr. Groves on several occasions. We do know that he chlorinates manually as well as he can. However, water samples we have taken over the past few years have generally been unsafe, and we have advised occupants of our Hoffmeister house to boil their water before they drink it.

e. The overflow from the Hondius pipeline does not go into the park reservoir. This was capped off some time ago, because of the unsatisfactory chlorination.

f. Mr. Groves is aware of the inadequate chlorination. In 1975, 86% of the samples taken on the Hondius-Beaver water line by the National Park Service were unsafe.

g. The National Park Service's need for water supplied by the Hondius line is diminishing. We will not replace the line for our own purposes. We would either abandon the three Government houses now being serviced by that line or drill our own well.

h. Any reconstruction or major improvement in the system and the line must meet all applicable Federal standards and regulations, including U.S. Public Health Service, EPA, etc. Replacement of the line would have to be done by the smallest and least disruptive type of equipment available, as this line is in a high use area, and we must keep disturbances of the natural environment to a minimum.

Sincerely yours,

/s/ Roger J. Contor

Superintendent

cc:
Mr. William Groves
Mayor Harry Tregent

RJContor:pkp:6/22/76

Hard Copy

Matthews
Malesky
Guiton
Novak

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
Estes Park, Colorado 80517

L54

JAN 1 0 1968

Memorandum

To: Chief, Division of Lands and Water Rights, RSC

From: Superintendent, Rocky Mountain

Subject: Hondius-Beaver Pipeline Studies and Improvements

As requested by Mr. Weaver of your office by telephone on December 18, 1967, we are giving a review of work done on the Hondius-Beaver pipeline during 1967.

Description of the System

Sources: Beaver Brook (tributary to the Big Thompson River) is the major water source. Intake structure is located in the north half of Section 30, T5N, R73W, 6th P.M. Several other sources have been used but are now dry or nearly so. These are on the south slope of Deer Mountain.

Pipeline: Two separate 2-inch lines run the length of Beaver Meadows from the intake on Beaver Brook and a spring.

Storage: About 15,000 gallons can be stored in concrete reservoirs near, but inside, the park boundary.

Distribution: Over 100 summer cabins are served by the pipeline. One is owned by the U. S. Government. About eight connections are served from the collection line, above the reservoir; these are inside the park.

Chlorination: None.

Season of Operation: Approximately May to October 1.

History

The pipeline was constructed by Pieter Hondius in 1906, with additions made in years following. Several sources were tapped, and all were piped together with no engineering planning. Nevertheless, the system did work sufficiently to satisfy the early homesteaders.

The system was rather carefully mapped in the 1930's except for one feeder line, but there were no good records of the actual pipe connections, and flow patterns were not determinable.

In 1931, the U. S. Government acquired that portion of the system inside the boundary of Rocky Mountain National Park--intake structure, reservoir, and about 3 miles of line; water rights were adjudicated in 1939. The line has been operated by private individuals; Mr. William F. Grove has operated the pipeline under a Special Use Permit since 1952, and supplied water to the 150 summer houses located in the "High Drive" area.

During the past ten years the National Park Service has become increasingly involved in problems of the pipeline. The line had never been able to provide adequate water for the many cabins--all users had to be constantly urged to curtail water use--and had reached a critical age, resulting in reduced flow from scale and frequent failures. A new park highway constructed in 1958 eliminated nearly 50 connections, but the remaining 100 customers still suffer a shortage of water.

Since the National Park Service officials felt some obligation to keep the pipeline usable (the NPS has used some of the water but has never been dependent upon this system), the Government helped Mr. Grove by providing a sizable amount of pipe and installing it. (The Special Use Permit was quite vague regarding maintenance of the line.)

There have been hopes that the town of Estes Park could be induced to supply the High Drive area with water. If the present system is not using all its water rights, perhaps the town would be willing to accept both the rights and the responsibility for serving this area. A change in point of diversion would be desirable from the standpoint of the Service.

The mounting pressures from Hondius-Beaver customers (for more water), and the town of Estes Park (for water and/or water rights), and Mr. Grove (for maintenance assistance), coupled with apprehension within the NPS as to the future responsibility for operating the pipeline, all resulted in an intensive study which was sponsored

by the Lands and Water Rights Office and carried out by Rocky Mountain National Park personnel. Questions for which answers were sought included:

1. How much water is available at the sources?

2. How much water can be piped through the system as it exists at present?

3. Could the system be improved with a minimum amount of work to provide a substantial increase in flow rate?

Piping Diagrams

During the winter and spring of 1967 a great deal of field work was done towards finding the exact location of lines and making a diagram showing all valves and connections. An electronic pipe finder was used extensively and proved invaluable. At one area, however, it was necessary to dig out the valves to find how pipes were connected. Drawing No. NP:RM 2134 was revised to show the information uncovered by the field study. A print is enclosed.

Flow Measurements

Pipeline Flow:

With an accurate drawing of the system it was possible to draw a piping diagram and to plan the installation of meters for determining actual flow from the principal source. It was decided to measure only the amount which is available through the pipeline at its upper end, rather than to attempt to measure losses and customer consumption. To measure the latter two entities would have required many meters, and neither funds nor time were available. Measuring the flow from the minor sources was ruled out by visual inspection, as these produce either a minute flow or no flow at all.

A two-inch Kent-Helix meter was installed in each of the two lines at the upper end of Beaver Meadows on June 2, 1967 (see enclosed Plan NP:RM 2134). Meters were read monthly for the rest of the season, with results as follows:

	FLOW IN GALLONS	
Month	From Diversion No. 1	From Diversion No. 2
June	1,325,000	40
July	1,465,800	0
August	1,338,440	0
September	605,308	0
Total flow June 2 thru October 5	4,734,548 gallons	40 gallons

Average daily flow: 37,877 gal/day
Average high flow (July): 48,860 gal/day or 0.076 cfs

Stream Flow:

In September 1966, a rough measurement was made of the stream flow near the pipeline intake, which indicated a flow of 50 gallons per minute (0.11 cfs). This measurement probably showed minimum flow for that season.

Interpretation and Comments

Flow through the upper end of the pipeline is about one-fourth the amount allowed by the water right (0.33 cfs was adjudicated). Water picked up by the pipeline is about 70 percent of the stream flow during dry months. A better pipeline and intake structure could increase this amount, but the result might still be much less than the demand.

Substantial leakage is occurring in Beaver Meadows downstream from the meters. If the pipeline were tight, flow would probably be reduced by back pressure from friction in the 3-mile lines.

We feel certain that a major pipe replacement program would materially increase the amount of water available to the customers; however, simply replacing the existing system would be a poor investment. Any reconstruction should be accompanied by a careful re-design, with due consideration given to elevations of source and reservoir, pipe friction losses and the effects of time on the pipe, and the amount of water available at the source.

Whether the town would be willing to take over the job of supplying the High Drive is still a question. From the studies completed to date, it is evident that only a portion of the water right is being used; however, the total water demand may well equal or exceed the adjudicated amount. If the town built adequate mains and supplied these customers, they might discover that they obtained no advantage in accepting the rights and the additional responsibility. (Estimates of water needs for summer cabins are not reliable because of the erratic use. Most of the High Drive cabins are used only on weekends, or for two weeks during the summer; and during periods of use, they might be occupied by five or six families.)

Cost Analysis

The following costs were charged to Account No. 973-012117 (number furnished by Mr. Fields to Civil Engineer Matteson):

Purchase Order No. 121-67-580:

Water Meters, two-inch, 3 each (only two have been installed to date)	$ 753.00

Purchase Order No. 121-67-599:

Lumber and concrete blocks for valve vaults to replace and improve old valve boxes that were dug up	198.00
Labor to install meters (24 manhours)	84.00
Labor to build valve vaults (104 manhours)	337.00
Total charge to Account No. 973-012117	$1,372.00

Costs of locating the pipelines and revising the plan were absorbed by the Park's Technical Supervision Account.

(Sgd) Fred J. Novak

Superintendent

Enclosure

cc:
P&U Foreman III

WNMatteson:mej 1/3/68

11-16-1965: Memorandum regarding study of water rights and use of pipeline

L54 MAR(OL)

NOV 16 1965

Memorandum

To: Superintendent, Rocky Mountain

From: Acting Assistant Regional Director

Subject: Study of Water Rights and Use of the Hondius-Beaver Pipe Line

We appreciate receiving your memorandum of November 4, 1965, with one copy each of Clarence A. Reeves' letter dated October 22, 1965, your reply to Mr. Reeves' letter, and Mr. Quiton's informal memorandum regarding the subject water rights.

After reviewing the enclosures, we believe it would be desirable before any advanced steps are taken with the Town of Estes Park, that we receive some specific data on the available supply and water used from the Beaver Creek Pipe Line, particularly water meter readings which would cover at least one season's operation of the pipe line. We, in essence, would be "spinning our wheels" if we pursued any action without having some factual data regarding the available supply and the amount of water used.

We suggest you review Mr. Clarence Symon's opinion in his memorandum of February 7, 1964, to Field Solicitor Cook referring to subject pipe line, a copy of which was sent to your office.

(Sgd) Dane V. Hooks

Acting Assistant Regional Director

WAMott:fh

08-26-1965: Memorandum regarding Hondius-Beaver Pipe Line Use Study

ROCKY MTN NATL PARK

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
MIDWEST REGION
1709 Jackson Street
Omaha, Nebraska 68102

AUG 30 8 11 AM '65

IN REPLY REFER TO:
L54 MWR (OL)

1	Supt.
2	~~Asst. Supt.~~
	Mgmt. Asst.
	Naturalist
	Chief Ranger
	Adm. Officer
3	Engineer
	Ldscp. Arch.
	Action Taken
4	Files

AUG 26 1965

Memorandum

To: Superintendent, Rocky Mountain

From: Hydraulic Engineer

Subject: Hondius-Beaver Pipe Line Use Study, Rocky Mountain

Enclosed is Drawing No. NP-RM 2134 which is a copy of the pipe line system filed in our water right docket. We have indicated on the drawing the locations for installation of water meters to obtain data pertinent to the study of supply and demands on the system as used by the High Drive distribution line and the Federal utility distribution line. The exact location of each of the meters should be determined in the field within the general proximity shown on the drawing. Meter S-1 should record the supply obtained from Beaver Creek at the headgate of Diversion No. 1. The readings from Meter S-1 can be correlated with the total flow in Beaver Creek as relates to surplus supply not used by the pipe line system.

Water Meters S-2, S-3, and S-4 should record the total amount of water supplied to the north main pipe line and the south main pipe line and presumably that supply which would reach the reservoir located near Spring No. 4, with the exception of any losses due to leakage along the pipe lines.

Meter H-1 and Meter U-1 should record the amount of water entering each of the distribution systems which would include any losses in the pipe lines due to leakage, if any. In the event there are appreciable losses in either of the distribution lines, it would be the responsibility of the respective owners to correct the conditions and maintain efficient service.

The local conditions surrounding the Diversion No. 6 and location of Meter U-1 may not exist at the present time as shown on the drawing. If the utility lateral has been connected directly to the reservoir near Spring No. 4, the location of Meter U-1 might be moved to a location adjacent to the reservoir which would record the amount of water used by the utility lateral.

We shall issue appropriate work orders to the area covering the costs of the meters at the earliest possible date so that the installations can be accomplished promptly and collection of meter readings can be started to accumulate data during the coming year, (12 months).

Besides obtaining the periodical meter readings, (at least biweekly), observation should be made on the reservoir and data noted whether the reservoir overflows its capacity as this will relate to the available supply and the amount of water used. We shall appreciate receiving meter readings and relative observation data each month.

You will note the feeder lines from the various sources vary in size and will require different sized meters. Our estimate of $250 was for a 2½" meter, but the size of the meter should be appropriate to the size of the feeder line. If there have been any changes in recent years in the size of the Federal utility lateral, this data should be included with your biweekly reports. We note the utility lateral is 1-1" G.I.P. as shown on the drawing and the High Drive distribution line is 1-3" G.I.P.

This drawing is somewhat confusing as to the pipe line connections to the reservoir near Spring No. 4 from the north and the south main pipe lines. It would be appreciated if you would advise us of any changes which should be made on the drawing to represent the existing conditions. Also, you should determine the number of cottages deriving their water supply from the High Drive pipe line. This data might assist in the analysis of the present and projected uses on this pipe line.

William A. Mott

William A. Mott
Hydraulic Engineer

Enclosure

Office Memorandum • UNITED STATES GOVERNMENT

L3C52 Grove

TO : Acting Superintendent (for the files) DATE: 6-17-64

FROM : Management Assistant

SUBJECT: Beaver-Hondius Pipeline Troubles

On June 16 and 17 we met with Bill Grove to discuss the troubles which caused line failure in May of this year. Our maintenance crews had helped him lay a temporary surface line for several hundred feet in Upper Beaver Meadows (on the 2" line from Beaver Creek). Apparently soil acids in this portion of the meadow have rusted the pipe for about ¼ mile. He plans immediately to lay a similar temporary surface line on the 2" line from Hondius spring. Later, our crews will run a grade line from where his 2 lines first cross Beaver Creek, skirting above the marsh on the north side of the meadow, and joining the present lines near the elk enclosure in the center of the meadow. Grove will do all the ~~xxxx~~ pipelaying work, furnish the pipe, etc. He accepts this as his responsibility. We will furnish only the survey.

This will probably take care of things for another few years. We all recognized, but didn't discuss, future problems and the need for gradual replacement, or transfer to the town of Estes Park, as discussed in Marsden's memo of June 1.

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado 80517

D-5039

June 1, 1964

Memorandum

To: Superintendent
Through: Assistant Superintendent

From: Park Engineer

Subject: Hondius - Beaver Pipeline

The operator of this system has had considerable difficulty in recent years in getting water started early in the season and in providing an ample quantity at times. In 1963 it took two weeks to get water into the reservoir after turning it in at the upper end. During the week of May 11-15, 1964 Mr. Grove was unable to get water through the system.

In probing for the trouble it was found that a portion of the line through Beaver Meadows was still frozen and that the supply lines (there are two) from the upper end of the meadow had deteriorated badly with corrosion from the outside and tuberculation on the inside to the point where the carrying capacity is seriously reduced.

Mr. Grove's permit requires that he maintain the system "in as good condition as when this permit was issued, normal wear and tear excepted." However, the system has been operated for many years without normal replacement maintenance. Mr. Grove has 3,000 linear feet of pipe available for replacement purposes, 1,300 linear feet of which was temporarily installed this year to bypass the stopped-up line. Park forces assisted in installation of this pipe. Unless steps are taken to provide normal replacement maintenance, it is not unlikely that the system will fail and revert to the Park Service for operation. With the above in mind the following steps are recommended:

1. Determine if Mr. Grove is interested in continuing operation of the system. If so work out a replacement maintenance schedule so that

he replaces a portion of the deteriorated line each year. It is suggested that he replace a minimum of 1,500 linear feet through the meadow this fall and thereafter 500 linear feet each year until all bad line is replaced.

2. If Mr. Grove is not interested in providing the improvements necessary to keep the service in good working order, it is suggested that Park Service representatives explore the possibility of phasing out this system and connecting it to the Estes Park City supply. While they cannot furnish the upper end of the system with their present arrangement they may be willing to add the necessary equipment to handle this if the Park Service could release to the town the 0.22 cubic feet per second of water owned by the United States as Domestic Priority 12, decreed November 14, 1939 by a change in point of diversion to some place outside the Park.

It is believed the latter recommendation should be seriously explored as Mr. Grove will some day have to give up operation of the system and he very likely will not have much luck selling to another operator. Placing this system on the Estes Park supply would keep the Park Service out of the private water utility business and remove a non-conforming use from the Park. In the meantime there is no provision in the permit to prevent expansion of the system outside the Park.

R. C. Haraden
Park Engineer

cc:
Park Engineer
Management Assistant

NOTE: As an added consideration, this system furnishes unchlorinated surface water for domestic use. We have never asked the U.S.P.H.S. to inspect this system and they are not aware of its existence. However, they would certainly insist upon chlorination and regular bacteriological analysis and it is recommended that we require this as soon as it can possibly be arranged.

R.C.H.

File Docket 4

ROCKY MTN. NATL. PARK
ROCKY MTN NATL PARK
FEB 10 8 55 AM '64
FEB 10 8 AM '64

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
DENVER REGIONAL OFFICE
ROOM 21, BUILDING 53
DENVER FEDERAL CENTER
DENVER 25, COLORADO

FEB 7 - 1964

2	Supt.
1	Asst. Supt.
3	Memt. Asst.
	Naturalist
	Chief Ranger
	Adm. Officer
4	Engineer
	Ldscp. Arch.
5	
6	
7	
	Action Taken
6	Files

64

Memorandum

To: Field Solicitor, Omaha, Nebraska

From: Regional Solicitor, Denver, Colorado

Subject: Special Use Permit to William F. Grove for Use of Hendius-Denver Pipeline, Rocky Mountain National Park

In connection with the above subject, you will recall that upon November 18, 1963, I returned to you Rocky Mountain NP-Water Right Docket No. 3, No. 16549. At that time, inasmuch as I had never received a reply to my memorandum of March 15, 1963, to the Superintendent of the Rocky Mountain National Park, I assumed the questions involved had been settled in some manner.

Enclosed is a copy of the Superintendent's memorandum of February 4, 1964, which is in reply to my memorandum of March 15, 1963 to him. From the information therein given, I believe the answers to the five questions raised in Mr. Penn's memorandum of January 15, 1963, to the Chief of Lands in the Washington Office of the National Park Service are as follows:

"a. Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hendius contracts dated prior to 1932?"

The answer to this question is in the negative. Since February 23, 1933, Mr. Grove has acknowledged the United States owns the pipeline, and he has an existing permit for its use which does not expire until December 31, 1967. The owners of the summer homes involved have no ownership in the pipeline.

"b. Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hendius, Sinclair and Blackmar, and O. F. Low, and their successors?"

The United States has no obligation to furnish water to any private owner; and Mr. Grove is only obligated to the private owners to the extent he has water available.

"c. Can the Federal irrigation rights remaining in the Huppe and Denver ditches be jeopardized by full use of the preferred domestic rights in the pipeline in times of water shortage?"

While the Constitution of the State of Colorado provides that domestic use shall have a preference over irrigation and industrial uses of water, the Courts of Colorado have held for many years that an irrigation use cannot be taken for a domestic use unless just compensation is paid for the irrigation rights. In the circumstances, since the United States is immune from condemnation actions, it means that the existing irrigation rights in the Huppe and Denver ditches could never be taken for domestic use unless the Congress of the United States consented thereto.

"d. Does Grove, or his successor, have a right to enlarge the pipeline, and initiate supplemental domestic water rights?"

The obvious answer is that no enlargement can be made without the consent of the United States.

"e. Does the National Park Service have any present or future need for an interest in the pipeline for domestic purposes?"

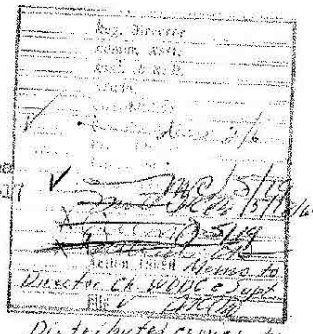
You will You will note the Superintendent states that the Park is using part of the water from the pipeline and intend to continue use of the reserved..11 cubic feet per second.

I believe the case is now closed until December 31, 1967. However, if further questions arise in the meantime, we will be glad to assist you.

(SIGNED)

G. Hynes
For the Regional Solicitor

Enclosures
cc: Superintendent, Rocky Mountain National Park, Estes Park, Colorado



Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado 80517

L54 ROMO
(Docket No. 4)

February 4, 1964

Memorandum

To: Regional Solicitor, Denver Regional Office
Attention: Clarence Eynon

From: Acting Superintendent, Rocky Mountain

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain National Park

We wish to apologize for failing to reply earlier to your memorandum of March 15, 1963. It was mislaid with some other files and only came to light last week. The answers to your nine questions are as follows:

1. The Special Use Permit to William F. Grove, which expires December 31, 1967, is in full effect, as issued by this office.

2. The quitclaim deed dated September 12, 1957 from William F. Grove to the United States, for a consideration of $10.00, conveys -

> ***any and all pipe, pipelines and rights-of-way appurtenant thereto or connected therewith, used in the supplying of water from the Hondius-Beaver Pipeline, situated and being in, on or extending across that part of the south one-half of secs. 27 and 28, T. 5 N, R. 73 W of the sixth principal meridian, lying south of the south boundary line of the High Drive Road.

This deed was obtained coincident with the acquisition by the United States of all private inholdings south of the High Drive Road, in connection with the east approach access road project. Two years later all buildings in this area served by the Hondius-Beaver Pipeline were removed.

3. Mr. Grove now serves 142 cottages, 9 of which are within the National Park. He charges an annual fee of $18.75 per cottage with

one full bath and kitchen sink. Additional charges for extra facilities are $5.00 per toilet, $5.00 per bath, $5.00 per shower, and $2.50 for a lavatory. The water system is barely able to keep up with the demand and can do so only because the using cottages are occupied only on a part-time basis. While he has never had to ration water, the users have always understood that those who tied into the system most recently would be the first to lose priority of use. All cottages, of course, are used for seasonal purposes only, as the water-line is inactive in winter.

No accurate figures are available on the amount of water Mr. Grove takes from the pipeline. The pipe is in a poor state of repair and can carry much less water than a new pipe in good condition. Mr. Grove estimates the use of water as being between 1,300,000 gallons and 2,600,000 gallons per season of 153 days a year. This amounts to 6 gallons per minute or .013 cubic feet per second. He further mentions that during the drier part of the summer he takes all of the water from Beaver Creek into the pipeline and presumably all of the water available at the three supplementary springs. If the line was replaced with new 2" pipe he could expect a line carrying capacity of 118 gallons per minute, or approximately .25 cubic feet per second.

4. We enclose a copy of the present contract used by Mr. Grove and his customers.

5. Use of the "Utility Area lateral" noted in Mr. Dunn's memorandum of January 15, 1963, was abandoned in 1940. However, a 2" line was constructed in 1940 by the CCC from the present 150,000 gallon reservoir (to the north, on Buck Creek) connecting with the "south main pipeline" of the Kondike-Beaver system in the vicinity of the old High Drive Road and Buck Creek. This line is active and flows all winter by necessity to keep the "south main pipeline" from freezing since it is not a frostproof depth. The National Park Service makes use of this water since it flows into the reservoir and means less pumping from the Moraine Park well. It also flows into the reservoir during the summer with the exception of a brief time in early August when Mr. Grove uses all of the water.

6. We believe this question was covered in No. 3 above.

7. Approximately 75% of the main collection and distribution lines are inside the National Park and, as mentioned above, nine of the 142 cottages served are in the Park. Thus most of the small distribution lines are outside of the boundary.

8. We are using part of the water from the pipeline and intend to continue use of the reserved .11 cubic feet per second.

9. We mentioned the 2" line installed by the CCC in 1940, which is approximately ½-mile long. We do not know the cost of installation. It was installed to counteract the abandonment of the "Utility Area lateral".

If you need additional information we would be happy to mail Park files to you or have one of our staff meet you in Denver to help resolve some of the details. Your cooperation in this matter is very much appreciated.

(Signed)

Merlin K. Potts

Enclosure

cc:
Regional Director, Midwest Region (2)

CONTRACT

THIS CONTRACT, made this 10 day of August 1920 by and between William Grove, first party, and Abel A. Easterbrook second party, is upon the following terms and conditions, to-wit:

1. This contract shall be in force for such time as the first party shall elect and it is expressly understood and agreed that the first party shall have the right to terminate the same upon thirty days written notice by U. S. Mail of such election. It shall be subject to the rights of all persons, if any, who, by earlier contracts or by law have prior rights to claim service of water from first party's water supply.

2. The first party hereby agrees to furnish, during the existence of this contract, a supply of water for domestic purposes, to be used in cottages now constructed or hereafter to be constructed upon the following lands, but more than one cottage on each acre.

which can be so supplied with water by gravity out of first party's system as now maintained, all in Larimer County, Colorado.

3. For supplying such water the party of the first part has said certain water rights and has such claims leading from certain streams, with supplies, and from and reservoirs which may be constructed for storing water as may be found necessary and determined by the first party.

4. Provided, however, that the expense of water from main line to the cottages of the second party, including corporation cock and connection, inlet and, in fact, all plumbing across the main line shall be borne by the second party. The second party shall make no connection with the main line without the consent of the first party nor shall second party extend any plumbing already made without such consent. All connections and extensions shall be made and done at second party's cost but only subject to the approval of first party.

5. The first party agrees to furnish a continuous flow of water for domestic purposes as herein defined, subject only to inevitable accident not due to the gross negligence of the first party, and subject further to the failure of the natural supply, and always subject to such licenses and uses of superior rights which may have heretofore been granted ahead out of said supplies, if any such superior right there may be.

6. The second party.....heirs, executors, administrators and assigns further, jointly and severally agree as follows:

(a) That the second party will place a shut-off or stopcock at some convenient place outside of each cottage and accessible to the first party, and that the first party is hereby given the right of passage and egress to said shut-off at any and all times for the purpose of shutting off the water for any violation of any of the terms of this contract.

(b) That all water rates herein are made payable in advance and that no person shall be entitled to water for any cottage until the rates for such cottage have been paid, and a receipt for water made payable to the first party or to such person as first party may designate.

(c) Second party shall keep first party informed of second party's post office address, understanding it shall be understood to be Estes Park, Colorado, post office.

7. "Domestic use" is limited hereunder to private household culinary and sanitary use only, and it is a condition hereof that second party shall not have the right to use the same for other facilities than hereinafter specified nor for sprinkling, irrigation nor for use in any barn, corral, livestock water trough, nor for any outhouse nor for water motors or water power of any kind, and that no water shall be wasted in any way. Second party shall keep his plumbing free from leakage.

8. That first party, or her authorized agent, shall have the right to inspect the plumbing on said premises and in any house under water, for the purpose of detecting any leakage or waste of water, or any unauthorized use thereof. In the event of leakage, waste or use not herein authorized, the first party shall have the right to shut the water from the service pipes of the said cabin the proper conditions are made for authorized use only.

9. The second party, annually, in advance will pay, as rental for the water and service hereby agreed to be furnished, the following rates:

For each cottage directly, or indirectly connected with said system the sum of Five Dollars, which charge shall be for water use in the following facilities, or any thereof: one sink, one lavatory, one water closet, and one bath tub.

For each additional water closet..... Five ... dollars

For each additional bath tub..... Five ... dollars

For each additional lavatory..... Five ... dollars

All of which rates shall be for a season beginning May 1st and ending September 30th of each year, or any part thereof.

10. This contract shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

WITNESS: The signature of parties hereto in duplicate the day and year first above written.

William Grove
First Party

Abel A. Easterbrook
Second Party

To Users of Water on
Bonding Power Pipeline:

Throughout the many years of the service to the region it serves, rates have remained constant on our pipeline, in spite of the ever-mounting costs of materials and labor.

We are now faced with additional factors which make it economically impossible for us to continue to operate at the present rates. We are now required to pay for the water we divert for the line. We will have to build more storage facilities this spring and summer to handle increased demand, and to avoid a possible shortage of normal flow. We also have the inevitable increases in labor cost to absorb.

Each year the pipeline has to operate it runs higher and the backwash bill and taxes go up the same direction.

We have come to understanding with some corporations of the vicinity [illegible]

Sincerely,

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

DENVER REGIONAL OFFICE
ROOM 21, BUILDING 53
DENVER FEDERAL CENTER
DENVER 25, COLORADO

MAR 15 1963

Memorandum

To: Superintendent, Rocky Mountain National Park,
Estes Park, Colorado
Your Reference: L54-RLW

From: Regional Solicitor

Subject: Special Use Permit to William F. Grove for use of Rondius-Beaver Pipeline, Rocky Mountain National Park

Our Field Solicitor at Omaha, Nebraska, Mr. Morris D. Cook, has forwarded to me the file, and related correspondence, pertaining to your Water Right Docket No. 4, Filing No549. Mr. Cook has requested that I prepare an opinion as to the status of the ownership of the pipeline and water rights involved. As you know, the situation is quite complicated, and apparently the problems have been under consideration at one time or another over the last thirty years. There is a memorandum in the files, dated January 15, 1963, from the Chief, Branch of Water Resources, Mr. A. van V. Dunn, to the Chief of the Lands Section in your Washington office, in which Mr. Dunn asks five specific questions concerning the subject matter. I presume you have a copy of this memorandum, but if not, I will be glad to send you a copy. However, before attempting to suggest answers for the problems, I believe I should have additional information as follows:

(1) In the files there is a copy of Special Use Permit No. 14-10-0235-691, dated January 30, 1963, to William F. Grove, expiring December 31, 1987. Is this Special Use Permit now effective, or does it have to be approved by the Director of the National Park Service?

(2) The Docket 4 Index refers to a quitclaim deed of September 12, 1957, from William F. Grove to the United States. Do you have a copy of this deed which you can forward to me, or do your records indicate what its contents may be?

(3) Please ascertain how many customers Mr. Grove is now serving with his water system, and how much water is he taking from the pipeline?

(4) Please obtain from Mr. Grove a copy of the contract he is now using with his customers.

(5) Is the National Park Service using any water from the pipeline? If not, when was such service discontinued?

(6) What is the capacity of the pipeline? Would it be possible for Mr. Grove to run more than .33 cfs through the pipeline?

(7) Approximately what percentage of the water system is located on federal lands, and what percentage is outside the boundaries of the Rocky Mountain National Park? You may be able to ascertain these figures from the filing map known as No. 16549 in the State Engineer's office of which I presume you have copies. However, since I am not an engineer, I would prefer to have your official figures.

(8) If the National Park Service is not using the pipeline, do you have any future plans for the use of any part, or all, of the capacity of the pipeline?

(9) Apparently the pipeline was first constructed in about the year 1906. Has the National Park Service expended any funds since the year 1932 toward the maintenance or replacement of this pipeline? If so, how much money was involved, and what was the justification for the expenditure?

From these questions, you can see that the facts involved are not very clear to me as of the moment. However, if you will please obtain the requested information for me, I will give the matter my prompt attention, in an effort to suggest a solution which may clear up this troublesome situation for you.

C. Eynon

C. Eynon
For the Regional Solicitor

cc: Field Solicitor, Omaha, Nebraska

March 5, 1963

L58-MLW

Memorandum

To: Regional Director, Midwest Region

From: Hydraulic Engineer, Branch of Water Resources

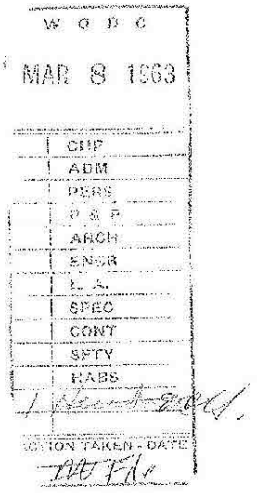
Subject: Water Right Docket No. 4, Rocky Mountain

Data pertinent to the Grove permissive use of the Hamlin-Beaver pipe line has been included as the bottom item of the related top section of the subject docket and by copy of this memorandum is supplied for each field docket folder.

Gordon W. Robertson

Enclosure

cc:
Superintendent, Rocky Mountain, w/o enc.
Chief, WDOC (2), w/o enc.



L54

February 28, 1963

Memorandum

To: Field Solicitor, Midwest Region

From: Hydraulic Engineer

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain

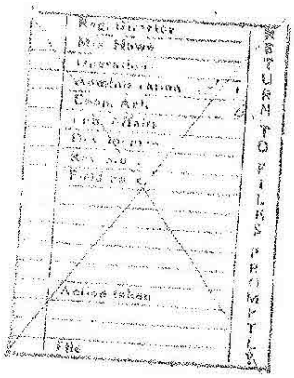
Mr. E. W. Reed's February 19 memorandum with same subject as above, and Water Right Docket No. 4, Hondius-Beaver Pipeline, were given to you on February 8.

It would be appreciated if you would review the material and give us your opinion relative to the questions and conditions set forth in Mr. Dunn's memorandum to Chief of Lands, which is attached to Mr. Reed's memorandum of February 19.

If you require further information or data please advise and we will endeavor to furnish that which is available.

William A. Mott
Hydraulic Engineer

WAMott:eh



154-RLW

February 19, 1963

Memorandum

To: Regional Director, Midwest Region

From: Chief, Branch of Water Resources

Subject: Special Use Permit to William F. Grove for use of Hondius-Beaver Pipeline, Rocky Mountain

Enclosed for your review is a copy of Mr. Dunn's analysis of the Hondius-Beaver Pipeline problem. We would appreciate any comments or questions you may have on his analysis.

We should also like to know whether a special use permit has been issued to Mr. Grove and, if so, what revisions were made to it, in order to determine what the future course of action should be.

E. W. Reed

Enclosure

cc:
Superintendent, Rocky Mountain, w/c encl.
Chief, WODC (2), w/c encl.
Mr. Reed

EWReed:ljs

01-15-1963: Memorandum regarding the authorization of Grove Special Use Permit

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

IN REPLY REFER TO:
L58-RLW

January 15, 1963

Memorandum

To: Chief of Lands

From: Chief, Branch of Water Resources

Subject: Special Use Permit No. [illegible] to authorize William F. Grove to operate service to Private Land from Hondius-Beaver Pipeline, Docket No. 4, and relation to Acquisition of Gillen Tract 171-C, Rocky Mountain

The subject permit expired on December 31, 1962, without answer to the Assistant Regional Director's memorandum of November 2, 1962. By note of November 6, 1962, Mr. Sanders asked us if the questions can be settled without going to the Solicitor.

History of the Case

Peter Hondius constructed the pipeline, apparently without filing, in 1900, subsequently claiming the water by Filing No. 14283 of October 17, 1929, claiming work started by surveys of September 29, 1929; and amendatory Filing No. 15,370 of December 2, 1930, claiming the construction started on September 1, 1900, copies of both are at the bottom of Docket No. 4.

By agreements, in the docket, of December 2, 1910, with Sinclair and Blackmar; and November 3, 1931, and November 4, 1931, with O. P. Low (rhymes with bough), Hondius contracted to supply water to their lands as they were subdivided, sold, and developed. I believe the pipeline was originally constructed, about 1906, to supply water to the owners of lots Mr. Hondius proposed to sell. These are the only contracts which assure water service to the owners of the many lots which have been developed as summer homes on the former lands of Hondius, Sinclair and Blackmar, and O. P. Low.

These contracts do not appear to limit the number of lots, or houses, to be served. However, Hondius did limit the purposes of water use in the individual contracts as to water charges with the lot owners. A copy of the contract form used until 1932 is just above the 1931 contract with O. P. Low in Part A of the docket. These contracts also specified that the water system should pass to the water users if Hondius, or his successors wished to terminate the utility service. These subcontracts are subject to change and revocation.

The Hondius lands and appurtenants, and rights under the filings were acquired by two deeds of 1932, also in Part A, Docket No. 4. Mr. Hondius attempted to reserve the water system and rights. The reservation was not accepted by the United States, and I understand that Mr. Hondius accepted first Special Use Permit of February 23, 1933, also in docket, after considerable opposition.

By informal interpretations of various National Park Service attorneys we have subsequently operated on the basis that the United States owns all water rights, and only those portions of the pipeline which are on land it has acquired in 1932 and subsequent years. At the time of the 1939 General Adjudication attorneys Joseph E. Taylor, National Park Service, and Worth Allen, Special Assistant to the Attorney General, agreed to my suggestion that the United States claim the proportion of the total right (0.33 c.f.s.), for Park use which the federally acquired land bore to the original area of Hondius, Sinclair and Blackmar, and O. P. Low land for which water service was under contract. The Federal interest was, at the time 1/3, and the decree granted a total Federal right with proof that 0.11 c.f.s. was used on Federal land through a pipeline from the lower reservoir to the Utility area, which was in operation, and 0.22 c.f.s. was used on private land under contracts of Mrs. Hondius, who was then a widow. Amended Filing No. 16549, the petition and decree are Part B of Docket Not. 4.

Mrs. Hondius subsequently sold her interests to John Carmack, deed in docket, as gift to son, or son of his brother Earl, after World War II, who is reported to have sold to William F. Grove. This chain of title has not been document for Docket No. 4, despite my request. The United States has also acquired more of the former lands of Hondius, Sinclair, Blackmar, and O. P. Low, within and outside of the Park near Beaver Point.

Apparent Questions and Problems to Resolve

1. It has been my assumption, if Messrs. Taylor, Allen and I were correct in 1939, that the United States has been acquiring interests in parts of the 0.22 c.f.s. which were used on the lands acquired since 1932. However, I believe that "Utility Area Lateral," on Filing No. 16549, may have been removed, with no alternative provision to deliver water to National Park Service developments. Moreover, this Service has enlarged its Moraine Museum Water System, Docket No. 3. If correct, the United States is not exercising, or now planning to exercise any of its rights for Park purposes.

2. There is no doubt about the construction of more summer homes on the remaining private land, since the adjudication of 1939. It is also doubtful if the Carmacks or Grove have restricted water use to the extent that Mr. Hondius did, by his contracts and close supervision. Thus, Mr. Grove may be selling all of the 0.33 c.f.s. that is possible without larger pipes or more storage facilities.

3. The United States has senior rights to the Beaver Creek water in the Hupps and Beaver ditches with priority of May 5, 1876, Dockets 1 and 28, but the pipeline rights are for domestic purposes while the ditch rights are for irrigation.

4. The following questions seem to require both legal and administrative decisions:

a. Can the United States lose its water rights and pipeline title to Mr. Grove, or the owners of the summer homes because of the commitments in Hondius contracts dated prior to 1932?

b. Do the United States and Mr. Grove have to provide water service to all homes constructed on lands sold by Hondius, Sinclair and Blackmar, and C. P. Low, and their successors?

c. Can the Federal irrigation rights remaining in the Hupps and Beaver ditches be jeopardized by full use of the preferred domestic rights in the pipeline in times of water shortage?

d. Does Grove, or his successor have a right to enlarge the pipeline, and initiate supplemental domestic water rights?

e. Does the National Park Service have any present or future need for an interest in the pipeline for domestic purposes?

Broad Conclusions

So far as my present knowledge goes, I believe that the preceding questions should be resolved to obtain the following broad objectives:

1. Protect its irrigation rights in the Hupps and Beaver ditch to extent needed to maintain the wildlife range.

2. Clarify the Federal interests in, and need for those interests in the Hondius-Beaver pipeline, its easements and appurtenant water rights.

3. Amend the permit to Mr. Grove, as needed, and take necessary administrative action, to clarify the Federal and private interests so that all water users will know where they stand.

A. van V. Dunn

11-02-1962: Memorandum regarding relation of Gillen Tract Acquisition to Pipeline

IN REPLY

Memorandum

NOV 2 1962

To: The Director

From: Assistant Regional Director, Midwest Region

Subject: Relation of Gillen Tract 171-C Acquisition to United States' Interest in Hondius-Weaver Pipeline, Rocky Mountain

Enclosed is a copy of Superintendent Hanks' memorandum, dated September 25, 1962 in which he comments regarding the modification of the permit, to Mr. William F. Grove, due for reissuance January 1, 1963.

Based on 130 water users under the Special Use Permit, the .22 second feet would supply about 1095 g.p.d. for each. This amount seems very adequate for domestic use.

We concur with Superintendent Hanks' comments, and that no new hookups be allowed within the National Park boundary.

(Sgd) Chester C. Brown

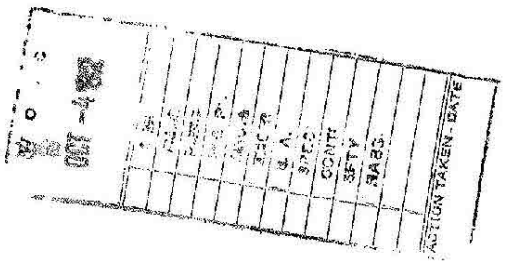
Assistant Regional Director

In duplicate

Enclosure

cc:
Superintendent, Rocky Mountain

WAMott/etb



October 2, 1962

Memorandum

To: Regional Director, Midwest Region

From: Chief, Branch of Water Resources

Subject: Utility Area-Moraine Museum Area Water System, Docket No. 3 (and 32), Rocky Mountain

Dockets No. 3 and 32 were combined in accordance with my suggestion and the concurrence by Mr. Aton's memorandum of September 16, 1960. A request for the Regional Office to prepare new folders for all offices was included in my memorandum of January 31, 1961.

I have been reviewing docket assemblies with Mr. Edwin W. Mead, who has transferred from U. S. Geological Survey to be my replacement when I retire in January. We note that no new folder has been prepared. A number of other details have come to my attention. Accordingly, we are distributing new folders with copies of this memorandum, but with the understanding that further revision of either the folder or its contents may be desirable.

The docket should contain a new map showing the complete water system from all sources, and this may alter the rest of the assembly. The quantity of water to which the Park legally has a right should be shown on the map at each point of diversion. Our records suggest that the Utility Area is served by the local spring or well, to which Supps-Beaver Ditch rights were transferred in the adjudication of changed points (original Dockets No. 1 and 32). They also suggest that the Moraine Museum water system (former Docket No. 3) has been extended as the main supply, and that the Well No. 4019 on the left bank of the Thompson River has been added to that system. Dockets No. 4 and 13 also includes records of rights to supplement the supply from the Hondius-Beaver pipeline.

Drawing No. 309A 6, of June 11, 1959, in the Master Plan shows no connection from the local spring. It also seems to lack the former plan of the Moraine Museum area, suggesting that that area of use has been, or is to be eliminated. Drawing No. 309A 6 also shows no supplemental lateral from the Hondius-Beaver pipeline, but such a connection from the lower pipeline to the new reservoir could be in existence beyond the field of the drawing. I assume that the portion

EXTRA FILE COPY

of the system from the Moraine Museum area is winterproofed, and the old local spring supply was an all-weather system. The original lateral from the Houdius-Beaver pipeline was only for summer use, like the rest of that pipeline.

The name of the water system may need revision to eliminate the implied use at the Moraine Museum area. There should also be a statement at the top of Part I-Utility Area Spring and Well, to record whether the source has been abandoned, or is only maintained as a standby supply. A statement should also be added above the decree in Part B, Docket No. 4, to indicate that the Bush Creek lateral to the Utility Area has been abandoned or relocated, depending on the facts.

Fortunately, the decreed rights do not lapse through non-use in Colorado. Unfortunately, the Department of Justice has not agree to take the United States into the State District courts since the close of the 1939 adjudications, but it might agree to do so in a special adjudication to change points of diversion under previously decreed rights. All unexercised rights in Water District No. 4 should be awarded in such an adjudication. Meantime, the docket records should show the unexercised rights with date of termination of use, and the present water systems to which they should be transferred in a future adjudication.

Docket No. 4 also needs a supplemental statement including a list of all private lands which were served by the Houdius-Beaver pipeline which have been acquired by the United States since 1939. Technically, the United States should claim additional portions of the rights appurtenant to that system for the portion of the total water use on each such tract. The chances are, however, that the present owner of the private interests in that pipeline has contracted to supply more water to the remaining private lands if those owners have subdivided and constructed additional residences. There should be a thorough analysis and determination of what portion of the 0.33 c.f.s. is now sold to private land owners, and whether that infringes on the portion to which the United States is entitled. If the present owner of private interests in the pipeline can supply additional private homes with no present conflict with Federal needs we should consider how his permit from this Service should be revised.

Plotting the new Well No. 4019 on Drawing No. 6994, in the docket shows it to be on the left bank or north bank of the Thompson River about 300 feet west of the road to the south side of the river, and about 650 feet west of the road to the museum. The permit states that the well is 16 feet deep whereas the log states that it is 15 feet deep. In either case, the well probably derives its supply from the subsurface flow of the river. The application and Permit No. 4019 do

not indicate whether the source is such subsurface flow, to which surface-water right laws might be applicable, or is percolating ground-water. The proximity of the well to the river is not even indicated.

This well right is apparently still in permit form. I have not read the relatively new ground-water law sufficiently to determine whether such well rights are to be adjudicated or not. Our records do not indicate whether they were included in a general adjudication in the spring of 1961. The next normal time for an adjudication will be next spring.

Messrs. Reed, Mott and a member of the Superintendent's staff should review the ground-water law. If it is silent about adjudication of ground-water rights, further information should be obtained from the State Engineer. Before doing so, however, a map should be provided with the log, to show the relation to the subsurface flow of the river, and we should also determine whether the State Engineer considers that the records should be amended for a different classification of the source.

If the right were to be adjudicated to establish a priority in the surface-water series, we should consider adjudicating a transfer of decreed rights from an abandoned system rather than establishing a needless junior right with only a 1959 priority.

Messrs. Reed, Mott and I should evidently have a conference in December or January, to iron out this and other problems. Meantime, however, we shall appreciate a clarification of as many of the points in this memorandum as possible.

A. van V. Dunn

Enclosure

cc:
Superintendent, Rocky Mountain, w/o enc.
Chief, WSRC (2), w/o enc.

09-25-1962: Memorandum regarding relation of Cillen Tract Acquisition to Pipeline

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado

L3031
(Cillen)

September 25, 1962

Memorandum

To: Regional Director, Midwest Region

From: Superintendent

Subject: Relation of Cillen Tract 171-C Acquisition to United States' Interest in Hondius-Beaver Pipeline

Mr. Aiton's memorandum of August 17 referred to a memorandum of August 14, from A. van V. Dunn, Chief, Branch of Water Resources, which raised certain questions concerning the status of the Hondius-Beaver Pipeline as it relates to the acquisition of the Cillen Tract 171-C, now in process of being cleared for payment to the vendor. Mr. Dunn suggests that "this appears to be an excellent time to review the joint interests in the Hondius-Beaver Pipeline, and possible modification of the next permit to (Mr. William F. Grove)."

In acquiring the Hondius property in 1932, the United States also acquired the water rights and the distribution line of the Hondius-Beaver Pipeline within the Park boundary. However, even though we are the owners of the water rights, United States Attorney Worth Allen, during the adjudication hearings prior to 1941, acknowledged that "the Government recognizes that the users of the water for residence purposes have that right as going with the land, and that the United States took its interest in this Pipeline encumbered with that right." Thus, we relinquished our right to withdraw the water use privileges from those individuals who were being served by subject Pipeline at that time. The National Park Service then had a choice of either operating the Pipeline or permitting its operation by another party through a Special Use Permit. The latter choice was taken.

In 1941 there were 150 households being served domestic water from the subject Pipeline, and undoubtedly a few more households have been added to the line since that time. Through the acquisition of property in the East Approach Road program, 26 households were removed from the subject line. The current Special Use Permit refers to .11 cubic feet of water for the exclusive use of the United States and limits the Permittee to .22 cubic feet of water.

It is not feasible to attempt to identify the households which were served by the line at the time of the Government acquisition and separate them from those which have been connected to the line since that time, nor do we have any desire to do so. The Hondius-Beaver Pipeline is already operating beyond capacity, and it is because only a part of the connected households are using the water at the same time that serious water shortages have not prevailed. Most of them are summer homes which are used infrequently. Furthermore, we do not feel it necessary, nor advisable from a public relations standpoint, to limit in any way the .22 cubic feet of water now permitted for Mr. Grove's distribution to the users. We now have adequate water available through recent land acquisitions such as Steads Ranch, Brinwood, etc., for all future Service use on the east side of the Park. We would rather not reduce the .22 cubic feet of water used by Mr. Grove when we acquire the few remaining inholdings, such as the Cillen tract, which have a proportion of interest in the subject water supply. Instead, we prefer to retain our exclusive .11 cubic feet interest and allow the forces of supply and demand to control the distribution of the remaining .22 cubic feet.

Regarding modification of the Permit which is due for re-issuance January 1, 1963, we have the following thoughts:

1. In 1957 Superintendent Lloyd recommended that the new issuance of the Special Use Permit limit the period of year that the Permittee may take water from the Pipeline, i.e. May 15 to October 15 of each year. Subject Pipeline has always been for summer use only and the specific limitation to the summer period is well in line with its traditional use. Superintendent Lloyd's memorandum also suggested that the Permit indicate that the water which the Permittee is diverting is Government owned, and in general clarify the Government's position. These suggestions bear our concurrence.

2. It has also been suggested that a water meter be installed in the line to measure the exact amount of flow. We do not feel that a permanent installation is necessary or advisable, but do plan to make spot-check measurements during the winter. We can then determine the acutal capacity and use ratio.

3. The traditional fee of $50 per year is also open to question, and it is our intention to investigate the rate of income and possibly increase the fee proportionately.

4. It is our intent to set forth in the conditions of the Permit that no new hookups will be allowed within the National Park boundary. This is directly in line with our policy of eventually eliminating all inholdings and it is certainly a position which we can defend.

Any further thoughts you may have on this matter will be appreciated.

(Signed) Allyn F. Hanks

Allyn F. Hanks
Superintendent

In duplicate

Copy to: ~~Engineer~~
Water Docket #4

W O D C
MAR 13 1962
CHF
ADM
PERS
P & P
ARCH
ENGR
L. A.
SPEC
CONT
SFTY
HABS
ACTION TAKEN - DATE

L54

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1080, Estes Park, Colorado

March 12, 1962

Memorandum

To: Regional Director, Region Two

From: Acting Superintendent, Rocky Mountain

Subject: Proposed East Side and West Side Campgrounds

By memorandum of February 7, Regional Chief of Operations Fry requested additional information concerning water rights in the vicinity of the proposed campgrounds. Attached are portions of the USGS sheets covering the areas under consideration and showing location of water rights and private property in the vicinity.

The West Side Campground is located not too far from a new well which was developed in the viminity of the proposed residental area in June of 1961. It is believed that there would be a good possibility of drilling a well at the proposed campground with storage on high ground across Trail Ridge Road to the east possibly. However, we believe a USGS investigation of the area should be made before any drilling is done. This would cover the well drilling possibilities, investigation of the spring area to the east of the campground and the possibility of using adjacent irrigation ditch supplies. The Harbisen ditch located to the south and east of the proposed campground site has considerable water, but is located some distance from the site. Water from this ditch will be incorporated in the domestic supply for the new Grand Lake Entrance Development. Water from this ditch is also needed to supply water to Columbine Lake outside the Park and is used each year to irrigate the Harbison meadows. The only Government-owned ditch in the area, other than this, is the Hertel ditch, located in the southeast quarter of Section 12 as noted on the map. The only commercial development in the area is the Green Mountain Ranch which has its own water supply which, to the best of our knowledge, is adequate for their purposes. The only other piece of private property in the vicinity is a small parcel with one summer cabin located just north of the Hertel ditch on Trail Ridge Road. It is our opinion that development of a water supply for this campground would not enhance the values of the Green Mountain Ranch property.

COPY FILE

follows:

1. Stead's Ranch Springs. These springs are located within the Ranch development and furnish some of the water for domestic use at this commercial development. The only other water owned by Mr. Stopher is the Stead ditch in the middle of the Moraine Park Meadow. To the best of our knowledge, there exists adequate water for the present development. However, possible sub-division of this property might induce additional demands. It is conceivable that development of a water supply for this proposed campground might enhance the value of some private lands located in the vicinity of, and including, Stead's Ranch and including the workman sub-division to the north of the ranch. Individual cabins in this area now have their own wells.

2. There is considerable adjudicated water on the site of the old Brinwood property; however, the Brinwood pipeline is not now considered useable, and we question the practicality of developing water from the existing Brinwood ditches.

3. The McPhearson Spring originally furnished water for the Moraine Park Museum and the Utility Area; however, in recent years it has become inadequate and is now used only as a standby supply with the new Utility Area well in Moraine Park as the main source of supply. However, we hesitate to add the campground to this system due to the present demands in the Utility Area, the new Administration Building, and the proposed East Side Visitor Center.

4. The Green pipeline on the south side of the meadow is not adequate for a large development and merely consists of a shallow dug well adjacent to the river.

5. The residence No. 415 well is only adequate for the two residences being served.

It is our understanding that Government-owned irrigation ditch water rights on both sides of the Park may be protected by a scheduled annual irrigation of meadows. Consequently, we do not feel that it is essential to use this water for domestic purposes. We would propose a USGS investigation of water development possibilities in both areas, considering all possible sources to determine the one most practical. We hope that if an investigation should reveal that a new well is desirable at the east side site that it could be drilled on Government-owned property obviating the necessity for test drilling on private land. However, we will not know this until an investigation has been accomplished.

The fourth paragraph of Mr. Fry's memorandum questions the scheduling of funds in 1962 for a "right-of-way reconnaissance." It was intended to imply that these funds should be scheduled "right away" (immediately)

since at that time the East Side campground work was in the 1963 fiscal year construction program and there was very limited time available for planning purposes.

Please advise if the $1,230 for water rights, general, included in the Work Order E-WR-023, 1st revision, could be allocated for USGS investigation of these sites. We suggest that the money included under the above-mentioned Work Order be allocated as follows:

WR-11	(RMM)	Grand Lake Entrance Station - Survey Map and filing	$230
WR-12	(RMM)	Water Rights, General, East Side Campground- To cover reconnaissance and a portion of the report	355
		West Side Campground reconnaissance and portion of the report.	355
WR-4	(SRM)	Sunset Point - Survey and map of existing well	120
WR-8	(SRM)	Stillwater Campgrounds - Survey and map of existing well.	200
		Total	$1,230

WR-11 RMM and WR-4 and WR-8 SRM were included in an estimate furnished to your office on October 24, 1961, File L-54.

If this is agreeable to your office, immediate plans should be made with Mr. Moulder of the USGS office in Denver. Please advise if your office will make the necessary arrangements or if we should handle them.

(Signed) Thomas E. Whitcraft

Thomas E. Whitcraft
Acting Superintendent

In duplicate

Attachment

Copy to: Chief, RDC (2)

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

IN REPLY REFER TO:
L54-08L

January 31, 1961

REG. DIRECTOR
ASST. REG. DIRECTOR
CHF. DIV. OF ADMIN.
CHF. DIV. OF OPERATIONS
CHF. DIV. OF INTERP.
CHF. REC. RES. PLANNING
CHF. RANGER ACTIVITIES
FIELD SOLICITOR
ACTION TAKEN

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Moraine Museum - Utility Area Water System, Docket 3, Rocky Mountain

I have just had occasion to note that our assembly of Docket 3, as combined with Docket 32 in accordance with the index of table of contents of September 12, 1960, is still in an old folder which does not include a proper outline along the tab. I suggest that you prepare the new folders for all offices so that they will be identical. See the Superintendent's memorandum of August 12, 1960, and Mr. Aiton's memo of September 16, 1960.

The water system obtains some water from the well or spring in the Utility Area to which part of the decreed rights in the Hupps-Beaver Ditch, with priority of May 5, 1876, were transferred by the adjudication recorded in Docket 1. It includes the Moraine Museum Spring with priorities of June 30, 1906, November 10, 1916, and September 1, 1933, based on Filings 11820 and 16550 and reference to the general adjudication recorded in Docket 13. You have more recently introduced the new well in the Moraine Museum area. There was also, for a while at least, a supply from the Hondius Beaver Pipeline, whose records should be retained in Docket 4, but should be cross referenced in Docket 3 if still applicable. Only Mr. Mott or Mr. Lloyd can decide what formal and further revision of the index and assembly is proper at this time, but I will be pleased to comment on the proposed changes if problems arise.

I have also just seen the W.O. copy of Special Use Permit 14-10-0235-510 to the Charles F. Scott Estate. I assume that the row of cottages, including that of Scott and the late William Allen White, may all still be served from the Moraine Museum area sources. The revised docket should include a Part ___ Permissive Use, which should include copies of the Special Use Permits. It would not be necessary to substitute each renewal of each permit, but there should be a set of the earliest permits which give the current conditions. These copies and the divider should be distributed by your office to be sure that all assemblies are identical.

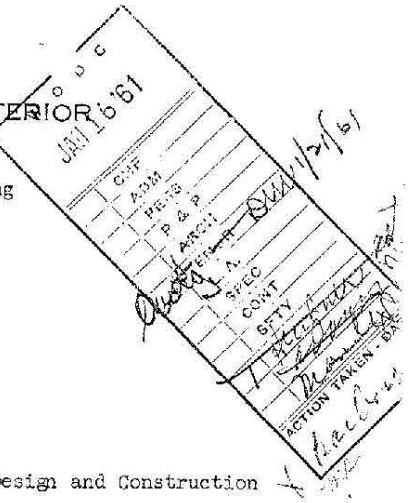
A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Rocky Mountain
Chief, WODC (2)

IN REPLY REFER TO:

L 54

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Region Two Office
307 Federal Office Building
106 South 15th Street
Omaha 2, Nebraska
JAN 12 1961



Memorandum

To: Chief, Western Office, Division of Design and Construction

From: Acting Regional Chief of Operations, Region Two

Subject: Material for Docket No. 3, Moraine Museum Water Systems, Rocky Mountain National Park

Attached is copy of Special Use Permit, No. 14-10-0235-510, issued to Dr. Arnold H. Greenhouse - Charles F. Scott Estate, Denver, Colorado.

We are placing a copy of the permit in Part III of Docket No. 3 and suggest you do likewise with the copy attached with a notation thereof on the index in your folder.

John F. Aiton
Acting Regional Chief of Operations

In dup.

Attachment

154

Rocky Mountain National Park
and
Shadow Mountain National Recreation Area
P. O. Box 1086, Estes Park, Colorado

August 12, 1960

Memorandum

To: Regional Director, Region Two

From: Superintendent

Subject: Combining Water Rights Now Serving Utility Area Into One Water Right Docket, Water Right Dockets 3 and 32, Rocky Mountain National Park.

Mr. A. van V. Dunn, in his memorandum of May 10, 1960, to you with copy to us, suggested that the content of Water Right Docket No. 13 and No. 32 be combined into one docket to cover all water rights used in the recently completed water supply system for this National Park's Utility Area and the new Beaver Meadow Entrance Station. We believe he intended that Docket No. 3 (Moraine Park Museum Water System) and No. 32 (Utility Area Water System) should be combined, as Docket No. 13 covers procedures and decrees in Water Rights Adjudication Case No. 10077 of November 14, 1939.

The spring, well and collection pipeline from Buck Creek, covered in Water Right Docket No. 32, are no longer connected into the Utility Water Supply System, because of unsatisfactory quantity and quality of the water.

We have placed the content of Water Right Docket No. 32 in Water Right Docket No. 3 under a divider labeled Part 1, Utility Spring and Well. The former content of Docket No. 3 remains in Docket No. 3 now under a divider labeled Part 2, Moraine Museum Spring, and we have placed two copies of the State Engineer's Ground Water Well Permit No. 4019 under a divider labeled Part 3, Moraine Park Well No. 1. We have placed a transfer slip and a notice of discontinuance of use in Water Right Docket No. 32 folder. Please advise if this arrangement is not satisfactory.

As soon as the pressure of work will permit, our Engineering division will prepare a map showing the whole water supply system for the Utility Area and the Beaver Meadow Entrance Station.

Enclosed are three marfax copies of Completion Report U-114, covering the Moraine Park Wall No. 1 and the Pipeline extending to the Moraine Park Museum Water System Reservoir. Also enclosed are three marfax copies of Completion Report U-116, covering the Pipeline extending from the water main, connecting the Moraine Reservoir and the Utility Area Reservoir, and the Beaver Meadow Entrance Station. We have placed a copy of each in Water Right Docket No. 3.

(SGD) James V. Lloyd

James V. Lloyd
Superintendent

In triplicate. With copies of attachments.

Copy to: Judge Wayne Hackett
Mr. R. C. Hareden

154-GM.

September 23, 1959

Memorandum

To: Regional Director, Region Two

From: Acting Chief, Water Resources Section

Subject: Water Right Docket No. 4, Mendius-Beaver Pipe Line - Rocky Mountain National Park

Attached is a copy of Special Use Permit 14-10-235-875 issued to Mr. William F. Grove. We suggest it be filed at the top of the contents of Part C - Alien Interest and Authorized Use in the subject docket. Copies are being distributed to the Superintendent and WOOC with copies of this memorandum.

SIGNED

Victor A. Berte
Acting Chief, Water Resources Section

Attachment

Copy to: Superintendent, Rocky Mountain, w/c attachment
Chief, WOOC (2), w/c attachment

WESTERN OFFICE
DESIGN & CONSTRUCTION
SEP 29 1959
CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND, ARCH.
ACTION TAKEN—DATE

L54-L

February 24, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Hondius-Beaver Pipeline, Docket 4, Rocky Mountain

With copies of this memorandum we are sending you and the Superintendent revised copies of the Index to the subject docket, dated February 24, 1958. We are also sending a docket assembly to WCDC, with those portions of the contents which seem most essential to definition of the water rights.

The order of instruments has been somewhat modified, and each office is requested to rearrange them in accordance with the Index. I have also listed certain instruments to be supplied by the Superintendent or this Office. The Superintendent should note items A-14 and C-4 and 6, which he should supply for the four assemblies.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Rocky Mountain, w/a attachment
Chief, WCDC, w/o Docket 4

154-L

JAN 28 1958

Memorandum

To: Regional Director, Region Two

From: Assistant Director

Subject: Federal Acquisition of Partial Interest in Hondius-Beaver Pipeline, Rocky Mountain National Park

Attached is a copy of Mr. Dunn's comments on Mr. Grove's quitclaim deed to partial interests in the Hondius-Beaver Pipeline, and the attachments with your memorandum of October 18, 1957, and that of December 13, 1957, from Mr. Aiton.

We will accept the deed, which we are now holding, if you will supply a photostat or certified copy of the recorded deed from Mr. John M. Carmack to Mr. William F. Grove of about July 1947, or advise that there is no recorded deed and supply an exact copy of the instrument of conveyance on which Mr. Grove bases his title.

It is also recommended that Special Use Permit 14-10-235-275 be left in force until maturity without amendment unless such amendments become necessary to limit the use of water through an enlarged replacement of one of the two 2" pipes.

In addition, please advise what changes in the water system have been contemplated in connection with the construction of the new High Drive Entrace Road. Mr. Dunn has pointed out a number of limitations on Federal changes which might be made, and unresolved problems which might arise.

(SGD) JACKSON E. PRICE

Assistant Director

Attachment

Copy to: Superintendent, Rocky Mountain, w/c attachment
Chief, WCRC, w/c attachment

January 20, 1958

Comment on Deed of September 12, 1957,
to
Part of Interests of William F. Grove
in
Hondius-Beaver Pipeline, Rocky Mountain
by
A. van V. Dunn, Chief, Water Resources Section

The subject deed, memoranda of October 10 and 18, 1957, transmitting it, and the memoranda of December 11 and 13, 1957, from the Superintendent and Mr. Alton, concerning water rights and future obligations, have been reviewed and discussed by Mr. Harry K. Sanders of the Solicitor's Office and me on January 17. We also reviewed the instruments in Docket 4, entry 16 in the abstract with the deed of May 10, 1957, by which Mrs. Hondius conveyed Tract 1000, and the existing Special Use Permit 14-10-235-275 by which Mr. Grove is authorized to maintain and operate the pipeline and use 0.22 sec.ft. of water from January 1, 1956, to December 31, 1962.

Mr. Sanders considered Deed 21-G, the signed SHP of 1932, Decree of 1939, and other instruments adequate evidence of existing Federal title to all water rights. He expressed the opinion that the deed of September 12, 1957, from Mr. Grove conveyed all Grove interests in the portion of the pipeline conveyed, and legally acceptable to the United States if administratively satisfactory.

We both agreed that some, if not most, of Mr. Grove's water customers as well as the United States probably had a potential claim to proportionate interests in the water system and appurtenant water rights if Mr. Grove, or his successor should decide to terminate water service, based on Mr. Hondius' contracts of 1910, and later, with Sinclair, Blackmar, O. P. Low, and some lot owners who purchased land directly from Mr. Hondius before he conveyed his property by Deed 21-G. The privately owned reversionary interests have been materially reduced since the Hondius conveyance of 1932 and decree of 1939, but Mr. Grove's customers to the north of the High Drive in the S½ Sec. 27 probably have a permanent interest which must be satisfied by the Hondius-Beaver Pipeline unless they later elect to obtain water from the Estes Park Water System which passes along the opposite side of the Thompson River at Beaver Point.

Copies of entry 16 in the abstract with Mrs. Hondius' deed of May 10, 1957, to Tract 1000 and five appurtenant taps to the pipeline have just been distributed for addition to Docket 4. That docket now contains all necessary records to serve as an abstract

for Mr. Grove's Quit Claim Deed of September 12, 1957, except: (1) copy of deed by which John M. Carmack conveyed to William F. Grove about July 21, 1947; and (2) copy of Mrs. Hondius' deed to Tract 1000, which will eliminate the encumbering taps. A copy of Mrs. Hondius' deed will be provided when formally accepted.

The docket does include a copy of an instrument of July 21, 1947, which states Mr. Carmack thereby conveyed his interests in the pipeline to Mr. Grove, and authorized the Park Superintendent to recognize the Grove interests. A similar notice was submitted to the Superintendent by Mrs. Hondius when she conveyed here interest to Mr. Carmack by the separate recorded deed of August 8, 1945. It has been suggested, therefore, that while Mr. Grove's Quit Claim Deed is acceptable, the Park Service should obtain a photostat, or certified copy of the county record of any formal deed which may have been issued to Mr. Grove by Mr. Carmack about July 1947, before the Quit Claim Deed is formally accepted.

The records now show that the United States owns all of the water rights, subject to possible partial reversion to consumers served by Mr. Grove, and all of the Hondius-Beaver Pipeline on Federal land, in and to the west of the W½ of W½ of Sec. 27. The pipeline consists, in fact, of two 2" pipelines from the Beaver Creek diversion to the main distribution reservoirs on Buck Creek in the SE¼ of NE¼, Sec. 28, and thence of a single 3" pipeline above the High Drive to near the east line of SE¼ Sec. 27. The two 2" pipelines are cross-connected to the 3" pipeline such that water can be delivered to Mr. Grove's consumers either directly from the diversions or through aforesaid main distribution reservoir.

Nominally, Mr. Grove's Quit Claim Deed only eliminates his interests in the lower of the two 2" pipelines, which crosses the proposed right-of-way for the new High Drive Entrance Road. This lower pipeline borders or crosses Tracts 178-182 which are now being acquired by purchase or condemnation. It also constitutes the easterly boundary of the former Dixon Tract 171, which has now been divided into parts A, B, C, etc., which is not being acquired.

The decreed right to 0.33 sec.ft. of water for the Hondius-Beaver Pipeline was obtained on the basis of testimony that much of total potential capacity was to outlets at low points along the two 2" pipes. However, as shown on sheet 4 of 6 of Drawing 6933 in Docket 4, the two 2" pipes can only deliver 0.08 sec.ft. of water to the main distribution reservoir, which is considerably higher than intervening pipes from the diversions, if the Hazen coefficient for the pipe is 100, or 0.096 sec.ft. if the coefficient is 120. By using the cross-connection below the reservoir, the corresponding capacities to the 3" pipe are

0.096 sec.ft., and 0.114 sec.ft. By tests on some other pipelines in the Park, between 1936 and 1939, I determined that local water does not cause normal reduction in the capacity of old galvanized iron pipe, and I think Hondius, Carmack and Grove have been able to deliver between 0.095 sec.ft. and 0.11 sec.ft. to the 3" pipe, but not more. Any part of the rest of the 0.33 sec.ft. has been used on the lower portion of Tract 171, and lands to the south and west of it which have been largely acquired by the United States or will be federally owned when pending acquisitions are completed.

If, in the pending acquisitions, the Superintendent proposes to eliminate part of the lower 2" pipe which crosses the new High Drive Entrance Road, it must be noted that such action would reduce possible deliveries to the 3" pipe from about 0.1 sec.ft. to about 0.05 sec.ft. I do not think the United States has, or is acquiring enough of the land served by the 3" pipe to permit such reduction in deliveries.

Therefore, the lower 2" pipe cannot be eliminated unless the upper 2" pipe is replaced by one with a capacity of at least 0.1 sec.ft. If the upper pipe were to be enlarged there are the administrative questions as to whether the United States should do it as the principle owner, Mr. Grove could be induced to do it as the owner of the 3" pipeline in S½ of W½ and W½ of Sec. 27 and permittee operating the Federal portion, or the United States and Mr. Grove should consider permanent disposal of interests in the necessary water rights and right-of-way to permit Mr. Grove's customers to do it.

With specific reference to Mr. Lloyd's proposal of December 11, 1957, that there will be an adjustment in the amount of water in the next permit to Mr. Grove, it is noted that the existing Permit 14-10-235-275 is for the period from January 1, 1956, to December 31, 1962, and he cannot deliver 0.22 sec.ft. to his remaining customers both in and to the east of the Park without enlarging pipes. It is recommended that the pipe capacities rather than the permit be allowed to limit his supply to about 0.12 sec.ft. to 0.15 sec.ft. until the existing permit expires unless replacement of the entire 2" pipe system becomes necessary.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

154-1 (1)

WESTERN OFFICE
DESIGN & CONSTRUCTI
JAN 27 1958
CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
2 ENGINEER
LAND. ARCH.
2
ACTION TAKEN—DAT

January 22, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Water Rights, Beaver Creek, Dockets 4 and 20, and Alien Water Rights 9 and 61, Rocky Mountain

Four copies are attached of the deed to part of the Hondius-Beaver Pipeline from Mrs. Hondius to Mr. John M. Carmack, being entry no. 16 in the abstract of title to Tract 1,000 with the deed from Mrs. Hondius, and of Special Use Permit 14-10-235-275, for addition to subject Docket 4. Entry no. 16 should be filed at the top of contents of bottom section of the docket, on top of the copy of Special Use Permit issued to Mr. Hondius in 1932. The Special Use Permit should be filed above Special Use Permit No. I-35np-303 of February 7, 1952, to Mr. Grove in the top section of the docket. Similar copies are being sent to the Superintendent. An assembly of the significant parts of the docket is being made for WOBC.

These instruments were copies in connection with the review of deed of September 12, 1957, by which Mr. William F. Grove has conveyed his interest in portion of the pipeline lying south of High Drive in S½ Sections 27 and 28, whose acceptance is the subject of separate correspondence.

With the acceptance of Mr. Grove's deed to the Baldwin Ditch (Alien Water Right 9) in compliance with the option accepted on January 9, the United States will have title to all water of Beaver Creek except decreed to Griffith's Beaver Creek Ditch as described in my Analysis of Beaver Creek Water Supply and Demand of January 27, 1945, of which extra copies have recently been sent to the Superintendent and WOBC. Mr. Griffith's ditch was only decreed rights to 0.62 sec.ft. for the irrigation of 12 acres, under a priority junior to that of the Baldwin Ditch and for a purpose which is subordinate to the domestic uses by the Baldwin and Hondius-Beaver Pipeline.

It has come to my attention that Park development plans call for the future use of Thompson River water for the utility area and new High Drive Entrance, and that some water is now being obtained from the Moraine Museum water supply for the utility area. The explanation was offered that you or the Superintendent do not

wish to become entangled in future replacement of the Hondius-Beaver Pipeline with a capacity to also serve Mr. Grove's customers.

With all the rights now owned by the United States for the Rupps and Beaver Ditches and Hondius-Beaver Pipeline, pending acquisition of those in the Baldwin Ditch, it would appear that a gravity system from Beaver Creek should be more satisfactory than a pump system from the Thompson River. I am quite certain that there is ample, or even surplus water both physically and legally. I have also obtained Mr. Sauder's confirmation that the Park Service can segregate the diversions for the United States and Mr. Grove's customers at any point between diversion and place of use.

There is, of course, the situation that the United States will still have title to the portions of the Hondius-Beaver Pipeline on Federal land which Mr. Grove might independently use. From the contracts of 1910, 1921 and 1931 of Mr. Hondius with Sinclair, Blackmar, and C. P. Low, there is a suggestion that Mr. Grove's interests might revert partially to the consumers, together with some claim to water rights. Mr. Sauders did not consider that our records were sufficient for consideration of potential reversion of interests to the consumers. However, the quantity of water involved in any appurtenant water rights would be small compared with the total rights of the United States.

Of course, in order to divert the Federal water in quantities other than as decreed at the headgates of all four Federal conduits, or to use the irrigation rights in the Rupps and Beaver Ditches for domestic purposes, it would be necessary to obtain decrees for changes in points of diversion and purpose of use. However, the Park Service can reduce its authorized diversions by any one or more of the conduits if necessary to maintain the quantity of water authorized to be diverted by the others.

These matters should be fully considered before any further water development is adopted for the Utility and High Drive Entrance area. We should also be advised as to how you do propose to use the Beaver Creek water available under Federal water rights, when some decision is reached.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Rocky Mountain, w/o two attachments
Chief, WODC

COPY

November 11,1957

To: Mr. P.E. Smith, Supervisory Engineer

From: Norman W, Adams, Project Supr. Rocky Mountain Nat'l Park

Subject: Conflict between High Drive Entrance Road and existing portions of the Beaver- Hondious water supply sytem.

In order to avoid future delays and perhaps attending public relations problems it is recommended a study be made of the subject conflict of location.

It is impossible to anticipate just what finish grade elevations of the New Entrance road will be however it is timely to discuss any conflict with the South Main Pipeline of the Beaver-Hondius system. The Bureau of Public Road's plan and report of the project does show areas of conflict and possible need of relocation.

I have submitted my recommendations to Park Supt. James V. Lloyd and therein have suggested a pipe item be made a part of the BPR contract whereby the portions of the existing pipeline likely to be exposed or otherwise adversly affected during construction can be relocation without the interruption of service to residents depending upon that supply. The pipe item should include the pipe in size and kind of that now existing., also the drains, vacum and air relief valves required to insure perpetuity of existing service.

This item appears to involve not more than a 1000 lineal feet of 1-½" or 2" galvanized steel pipe and the fittings including valves, drains and accutrements the installed cost should be less than $3000 as the system is mostly a shallow line having a 1-foot cover and suitable for only seasonal use.

It seems rather important that the continuity of service and operational features be given consideration at this time to avoid possible claims and legal action arising from the people served by this system. Information available indicates users are in an un-incorporated area and ditribution of water in areas outside the Park holding is being made by heirs and/ or assigness of the original owner. Ownership and maintenance of rather ancient supply lines lying within the Park Boundaries are obsured by past agreement, unevaluated by the writer, and posing legal aspects. I am anxious that no opportunity be given the Beaver-Hondius waterline customers, to complain or otherwise force an issue of jurisdictional and maintenance problems to conflict with the High Drive entrance road construction.

Please refer this to channels for evaluation and appropriate consideration and action.

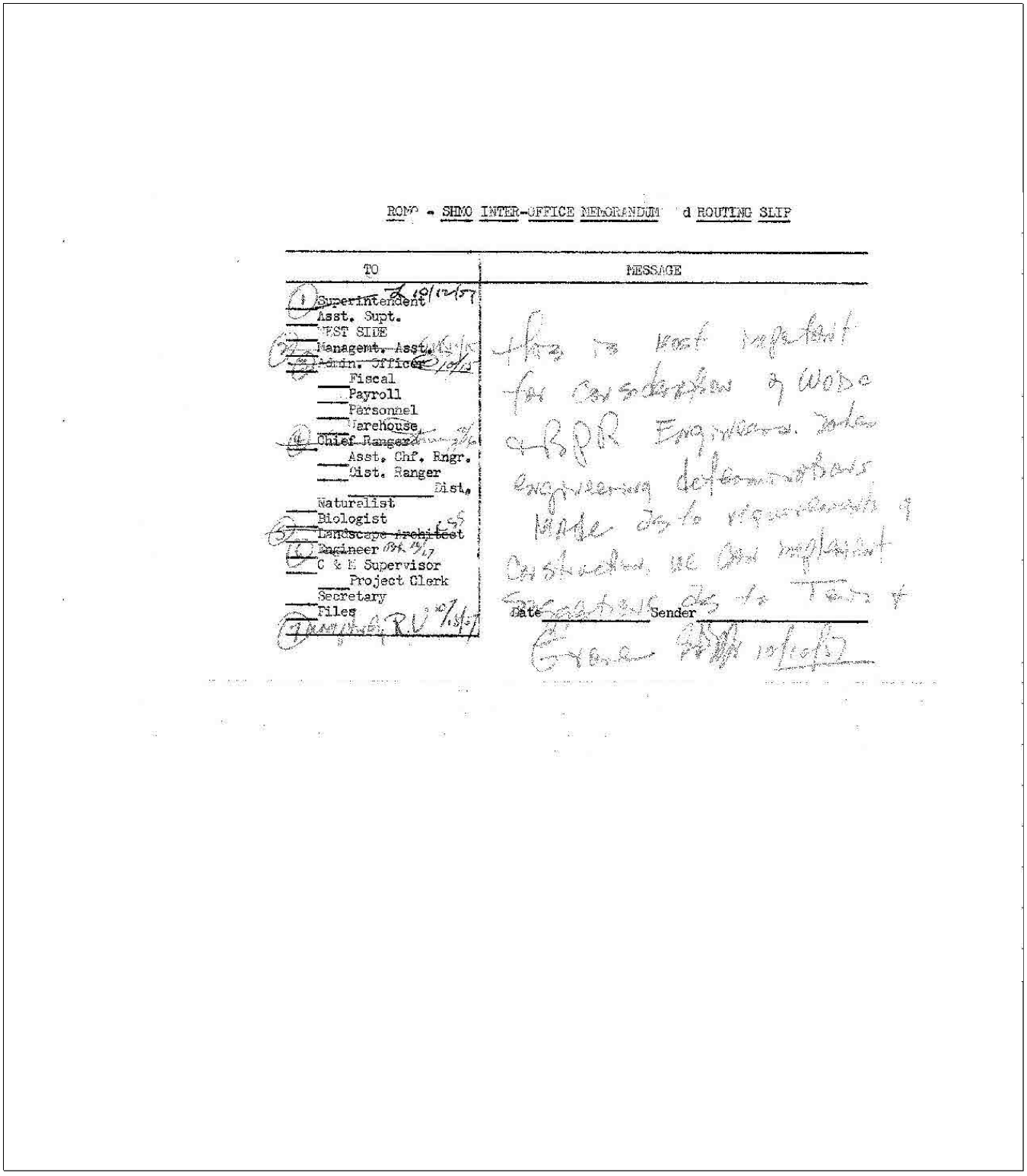
Norman W, Adams, Proj. Supr.

Copy to: Mr. James V. Lloyd, Supt.

10-10-1957: Notes in regard to effects of construction of East approach road on Hondius Beaver water system

In regard to Mr. Prices inquiry concerning what affect the construction of the East approach road will have on the Hondius Beaver water system is undetermined at this time. Until such time that the road gradient is established for the new road, we have no way of knowing whether the section of roadway crossing the pipe lines will be a cut or fill section, surveyed by and until this is determined by the Bureau of Publis Roads. relocating In any event what ever is required in so far as lines for the new road alignment, will be included in the road contract. As indicated on the attached map several of the lines present will be affected by the road construction. Since the water supply is more or less limited, do not believe any changes in the supply lines should be contemplated at this time. However if replace the funds become available, it would be desirable to replace present two 2" line with one line of sufficient capacity to decreed for adquately carry the flow now by users of this system.

10-10-1957: Notes in regard to effects of construction of East approach road on Hondius Beaver water system, cont



ROMP - SHMO INTER-OFFICE MEMORANDUM and ROUTING SLIP

TO	MESSAGE
(1) Superintendent 10/10/57	This is most important
Asst. Supt.	for consideration of WOD
WEST SIDE	& BPR Engineers. Todays
Manager, Asst.	engineering determinations
(2) Admin. Officer 10/15	Made due to requirements &
Fiscal	Construction. We can implement
Payroll	Engineers this to Tom &
Personnel	Crew 24th in Feb
Warehouse	
(4) Chief Ranger 10/15	
Asst. Chf. Rngr.	
Dist. Ranger	
Dist.	
Naturalist	
Biologist	
(5) Landscape Architect 10/15	
(6) Engineer 10/15/57	
C & E Supervisor	
Project Clerk	
Secretary	
Files	
(3) Tom Hall R.V. 10/15/57	

Date _____ Sender _____

October 9, 1957

MEMORANDUM for Mr. Hartzog:

As requested, the undersigned called on Attorney Vergyl M. Reynolds, at his offices in Boulder, Colorado, 10:00 A.M., Friday, September 27, 1957. The purpose of the call was to obtain his opinion concerning (1) instruments necessary for an unquestionable title to all water pipe lines and laterals lying within the Eastern Approach Road acquisition area and (2) proposed changes by road construction, in alignment of water mains supplying customers outside of the authorized acquisition area and outside of the National Park boundaries.

Two water systems are involved and are discussed below:

Hondius - Beaver

That part of the Hondius-Beaver Pipe Line, including all rights-of-way, pipe and structures, where then constructed, between the several points of diversion and the point where the main pipe line crosses the National Park East boundary (East line of NW¼ of SW¼ of Sec. 27, T. 3 N., R. 73 W. 6th P.M.) was conveyed to the United States by Pieter Hondius by deed dated February 18, 1932.

On July 22, 1947, Mr. William F. Grove acquired by purchase that part of the Hondius-Beaver Pipe Line distribution system lying outside of the boundaries of the National Park. This system serves, along with other areas, that part of the South one-half of Section 27 lying South of the High Drive Road and now being purchased in connection with the Eastern Approach Road acquisition program. Although, Mr. Grove states that all of the supply laterals located South of the High Drive are owned by the property owners who are now selling to the United States, we have obtained a Quit Claim Deed conveying all of Mr. Grove's interest (if any) to any and all of the distribution system lying within the authorized acquisition area, and to any laterals he might own connecting with the United States' water lines within the construction area inside the National Park.

The Hondius-Beaver Pipe Line water rights are owned by the United States. Mr. William F. Grove operates the Hondius-Beaver water system under a Special Use Permit issued by the Superintendent.

Mr. Reynolds' opinion concerning the Hondius-Beaver Pipe Line and the proposed changes in alignment is as follows:

1. The Quit Claim Deed from Mr. William F. Grove to the United States is adequate for the purposes for which it was obtained.

2. If road construction should enter upon or across the present pipe line alignment used to serve properties outside the acquisition area the United States may make any changes in location

or alignment but seems necessary so long as the points of diversion are not changed and service to customers entitled to receive water is not curtailed or discontinued.

3. Mr. Reynolds suggested that we have a written agreement with the Hondius-Beaver Pipe Line Operator, Mr. Grove, concerning the dead-ending of the water pipe laterals now serving the property being purchased, preferably at a point outside the acquisition area. The dead-ending of a line will require a drainage box and this should be covered in the agreement.

Mildred Griffith Pipe Line

The Town's 4-inch Mildred Griffith Pipe Line is constructed along the West side of the Mary's Lake road and along the North side of the Moraine Park road (State 268) to a point on the Milton Hayes property and then in a northwesterly direction across the Hayes property ending at a large valve on the Section line common to Sections 35 and 34. Approximately at the point of intersection of the construction line of the New Eastern Approach road and the Moraine Park road there is a concrete box on this pipe line containing a pressure reduction installation (140 pounds to 80 pounds) and near it another concrete box containing both shut-off and drainage valves. Descriptions of the properties abutting upon the Mary's Lake and Moraine Park roads extend to the center of the respective roads, and, when acquired by the United States, will include the right-of-way for this pipe line.

From the valve at the end of the Mildred Griffith Pipe Line, a 1½ inch pipe line extends in a Northerly direction across the Corrigan property and on to supply water to the Woodland Heights Cabins located on the North side of the High Drive road and outside the authorized acquisition area.

There is no right-of-way of record for this 1½ inch line. Neither the Town of Estes Park or Mrs. Mildred Griffith claim ownership. Unverified reports indicate that this water line is five feet under the ground and that it was constructed at a cost of $4,000.00 by a Mr. Springstead who formerly owned the Peck property now being purchased by the Government. Woodland Heights Cabins pay water rent to the Town of Estes Park.

Mr. Reynolds' opinion concerning the Mildred Griffith Pipe line owned by the Town of Estes Park and concerning the 1½ inch pipe line extending therefrom is as follows:

1. The United States should obtain a written understanding or agreement with the Town of Estes Park concerning road construction over or on the Mildred Griffith Pipe Line right-of-way.

2. The United States should, at its expense, move the pressure reduction installation, the shut-off and drainage valves now located in the construction area.

3. The alignment and location of the 1½ inch pipe line can be changed as long as uninterrupted year around water service is provided to the Woodland Heights Cabins in the same amounts and with approximately the same pressure as now enjoyed.

General

It is Mr. Reynolds' suggestion that we have an understanding with Mr. Hayes concerning the dead-ending of any of his water lines that are to be abandoned because of discontinued service in the acquisition area. The dead-ending of a line will require a drainage box and this should be covered in the agreement.

Wayne N. Hackett
U. S. Commissioner

Ray Lineberry
Real Estate Officer

March 24, 1952

Statement Relating to the Hondius-Beaver Pipe Line

Rocky Mountain National Park

The Hondius-Beaver Pipe Line was assigned to the United States as an appurtenance to the land conveyed by Deeds Nos. 21 and 24. For copies of the deeds, see Water Right Docket No. 13.

It will be noted by other records in Dockets Nos. 4 and 13 that there is an undefined partial interest in the pipe line owned by a permittee or the owners of lots in certain subdivisions which are served by this pipe line.

A. van V. Dunn
Chief, Water Resources Branch

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ROCKY MOUNTAIN NATIONAL PARK
ESTES PARK, COLO.

FEB 6 - 1939

February 4, 1939.

AIR MAIL

Memorandum for the Director

On January 31 you were advised by radio that a petition of the United States to change points of diversion of a portion of the water heretofore authorized to be taken and used under priorities numbered 57, 58 and 68 was approved by the District Court, Judge Clark presiding. This action on the part of the Court fully recognized that the water under these decreed priorities had been conveyed by Peter Hondius to the United States through negotiations completed in 1932.

It should be stated that Regional Attorney Taylor and Associate Engineer Dunn handled the details of preparation for this case in an excellent manner. I should also like to commend Special Assistant to the Attorney General Worth Allen for his efforts in this connection. Mr. Allen ably and vigorously presented the Government's case to the Court.

Eleanor B. Hondius appeared as a protestant, as is indicated in the petition, a certified copy of which will be furnished you as soon as available. However, upon advice of her attorney, Judge Fred W. Stover, of Fort Collins, Colorado, no actual protest was made. Mrs. Hondius did present as evidence a Special Use Permit dated February 25, 1932, authorizing Peter Hondius to operate the Hondius water supply system.

So far so good, but now a major complication has appeared. Last fall certain parties along the Big Thompson River appeared before the Court petitioning new water decrees for reservoir purposes. While at first only the matter of reservoir rights was involved, the entrance of other elements has made it necessary for the Court to declare a general adjudication of water rights along the Big Thompson and its tributaries. The hearings on the adjudication will commence Monday, March 6. This general adjudication has started quite a scramble, and because of various complications, most prominent being the entrance of the Colorado-Big Thompson Diversion project and the probable petitioning for further rights on Beaver Creek, the Park is forced into further action for its own protection. We, therefore, plan to file statements of claim on all usages in the Park from the Big Thompson River and its tributaries. These have been discussed with Mr. Taylor and Mr. Dunn, and the necessary data is undergoing preparation for presentation to the Court.

A major difficulty has arisen in connection with the Rondius water supply system. After considerable discussion with Mr. Taylor and Mr. North Allen, as well as informal discussions with Judge Stover, who represents Mrs. Rondius, we tentatively agreed that the Government definitely secured ownership, through the Rondius negotiations, of certain springs and water rights supplying the Rondius water supply system. Your attention is called to the wording of the Special Use Permit, authorizing the Rondius interests to operate this pipe line. If this usage is to be protected and the water users on the system given the deserved consideration, it will be necessary that someone file a statement of claim in the comin, adjudication covering the filing made by Mr. Rondius (Filing No. 14,370, office of the Colorado State Engineer). Inasmuch as the Rondius right in connection with these springs was conveyed to the United States and then in turn made available to him by Special Use Permit, it appears that the Government should proceed in the coming general adjudication and secure a decreed right for this water.

Although not introduced as evidence in the case heard January 30, it developed that Mrs. Rondius has a contract with water users, which does not help clarify a muddled situation. A copy of the contract is attached. Your attention is called to Item "1" of this instrument:

> "This contract shall run and be in force for such time as the party of the first part, his heirs, executors, administrators, or assigns shall elect, and it is expressly understood and agreed that the party of the first part, his heirs, executors, administrators, or assigns shall have the right to terminate the same upon thirty days written notice of such election. Provided he shall deliver the water plant hereinafter mentioned to the party of the second part and such other persons, jointly, as may be entitled to service from said plant, in which event the said users of water shall become joint owners of said plant and of all water rights used in connection therewith, subject to the rights of certain parties of the second part and consumers mentioned in that certain contract dated December 2, 1910, between P. Rondius and F. H. Blackmer and William T. Sinclair, which contract shall in all instances limit and control this contract when in conflict herewith."

It appears that the Rondius interests have been issuing this type of contract to water users since 1910; hence, it would seem that up to the time Mr. Rondius conveyed his lands to the United States, water users have a definite right under the conditions of the contract set forth above.

As previously stated, no one here was aware of the substance of this contract until Mrs. Rondius produced it at a Court conference prior to the hearing of January 30.

Since the coming general adjudication definitely forces the hand of everyone interested in protecting water usage, there seems to be three avenues of approach to secure a decreed right covering the Pondius water supply system. These are as follows:

1. Take the attitude that the water serving the Pondius water supply system passed to the United States and that through the Special Use Permit the operators of the water supply system are in a position similar to ordinary operators in the Park. If this right is recognized and a decree is given to the United States, the operation of the pipe line could continue to function under the present Special Use Permit.

2. The Pondius interests and the Government could make a joint statement of claim.

3. Water users and the Pondius interests, together or separately, could make a statement or claim and the Government could stay entirely out of the picture.

From our standpoint, we believe that the first alternative would be the best procedure to follow. It is realized that the Government would then have more definite responsibilities with regard to the pipe line, but under existing circumstances the contract with water users seems to be an encumbrance on the land. However, at the end of the present Special Use Permit, it would appear that the system could be a source of considerable revenue, and, last but not least, it would maintain Park control over the operation of the system.

I have been governed in my considerations by the attitude that here is an incompatible use which, over the years, the Service should be in a position to eliminate if possible. Admittedly, under the terms of the contract with users, this step would seem to be in the distant future.

Additional water will be necessary to supply the utility area in the not too distant future, and this pipe line would be the most economical source of future supply. If the Pondius interests should at a later date decide to step out of the picture, the users or some other interested party would, no doubt, desire to function as an operator of the water supply system on the terms of a Special Use Permit or similar instrument.

On the other hand, if we permit the Pondius interests or the water users themselves to file a statement of claim and secure the water involved, a more definite and wise right will be established in the park. While some may view the Government's stepping into the picture in this case as shrewd practice, nevertheless it seems to me that we would be negligent in our duty if we did not step in as suggested under alternative No. 1 and protect what interest we now have.

I should like your opinion at the earliest possible date as to the facts and considerations outlined above. Time is important, since the opening of the hearing is set for March 6, and we must be in a position to file statements of claim on our usages by that time.

Regional Attorney Taylor left for San Francisco yesterday and he will write you his reactions the first of next week. In view of the short period of time allowed, if we do not hear from you within the next several weeks, may we assume that we may proceed as outlined under the first alternative?

If we can furnish you with further information regarding these matters, please notify us.

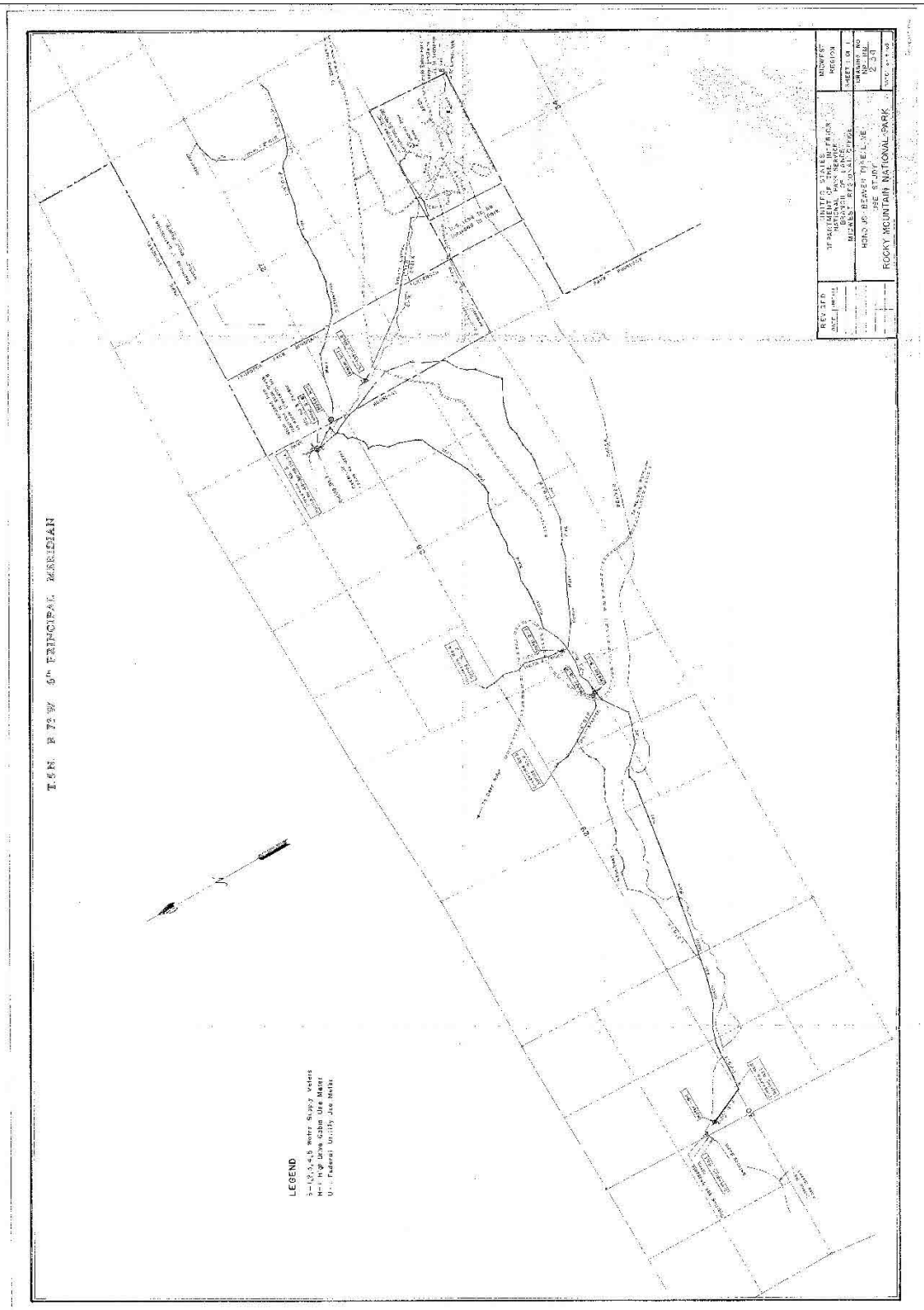
May I again call your attention to the fact that it is urgently necessary that we hear from you on this matter.

John S. McLaughlin,
Acting Superintendent.

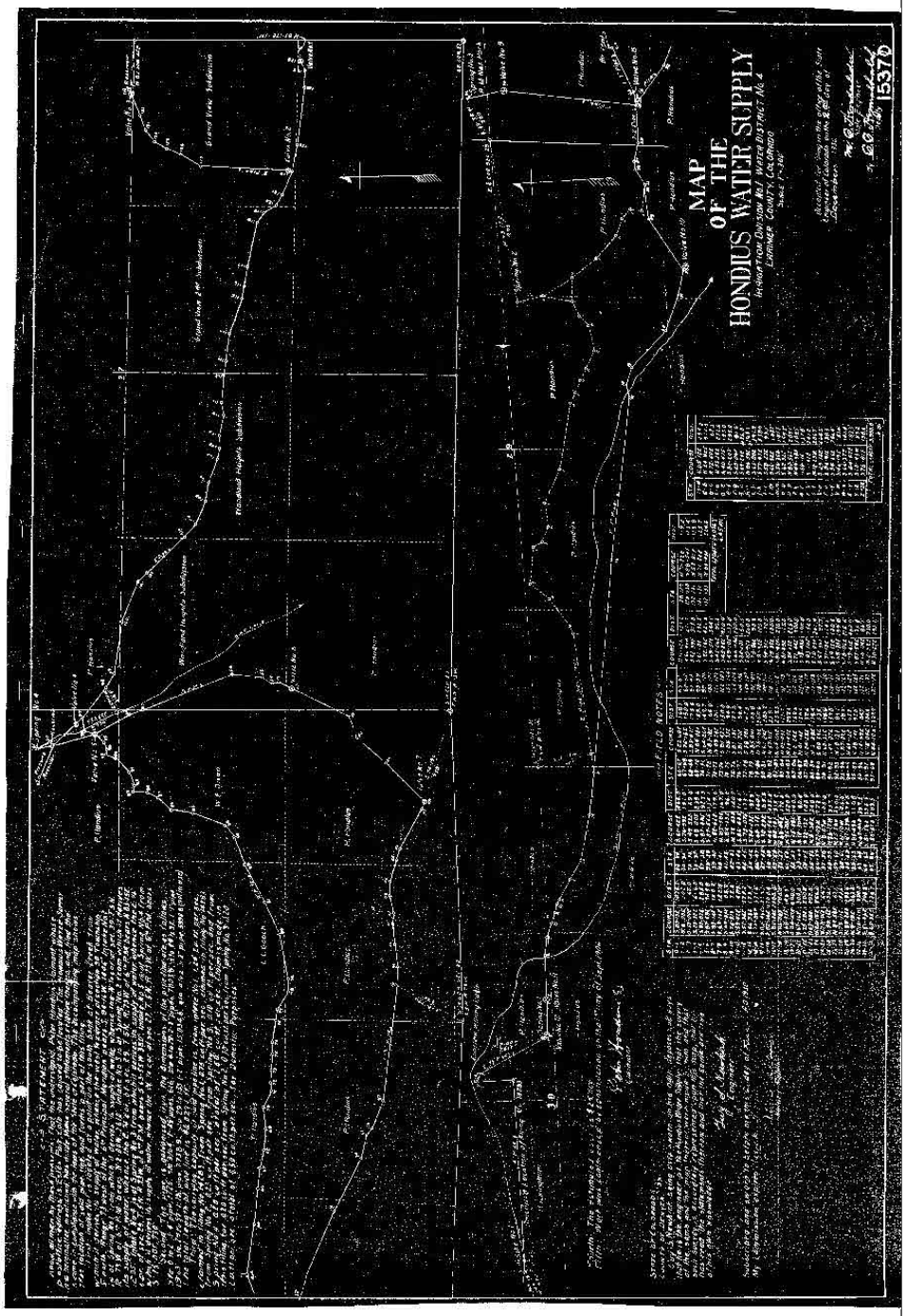
Enclosure
in duplicate

cc- Region IV
Supt. Canfield
Mr. Taylor

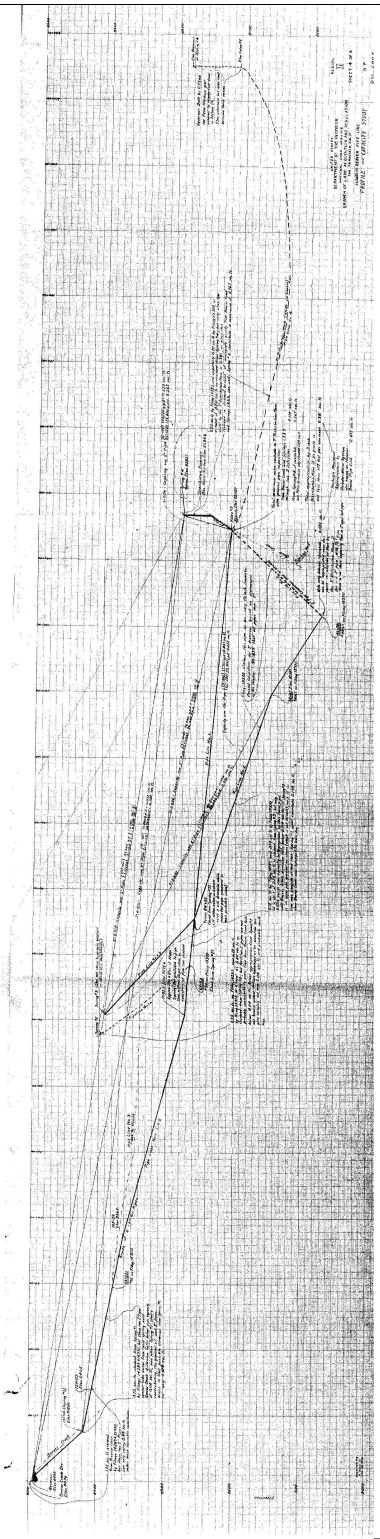
08-18-1965: Hondius-Beaver Pipe Line Use Study



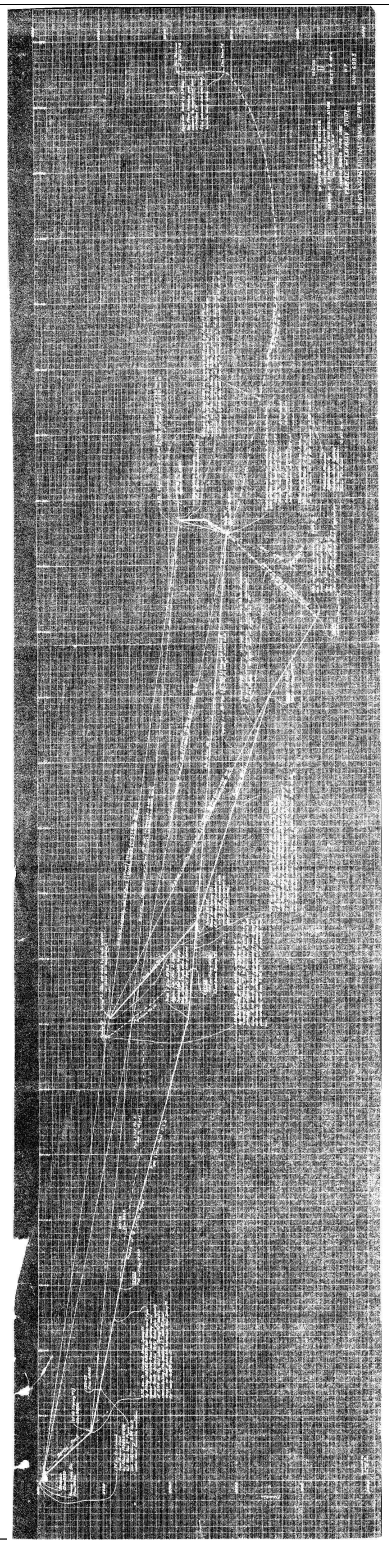
12-00-1930: Map of the Hondius Water Supply



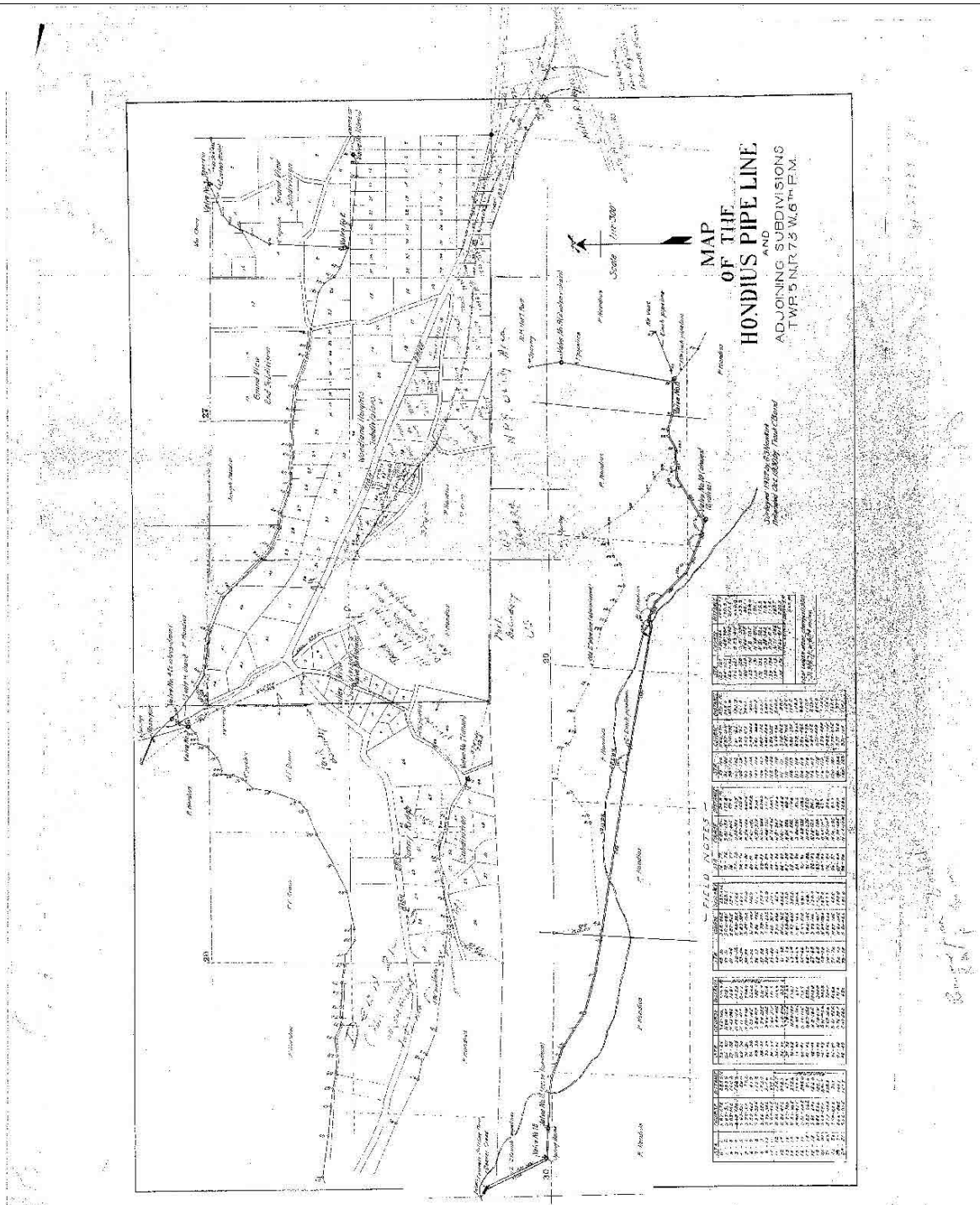
00-00-0000: Map of Hondius -Beaver Pipe Line Profile & Capacity Study



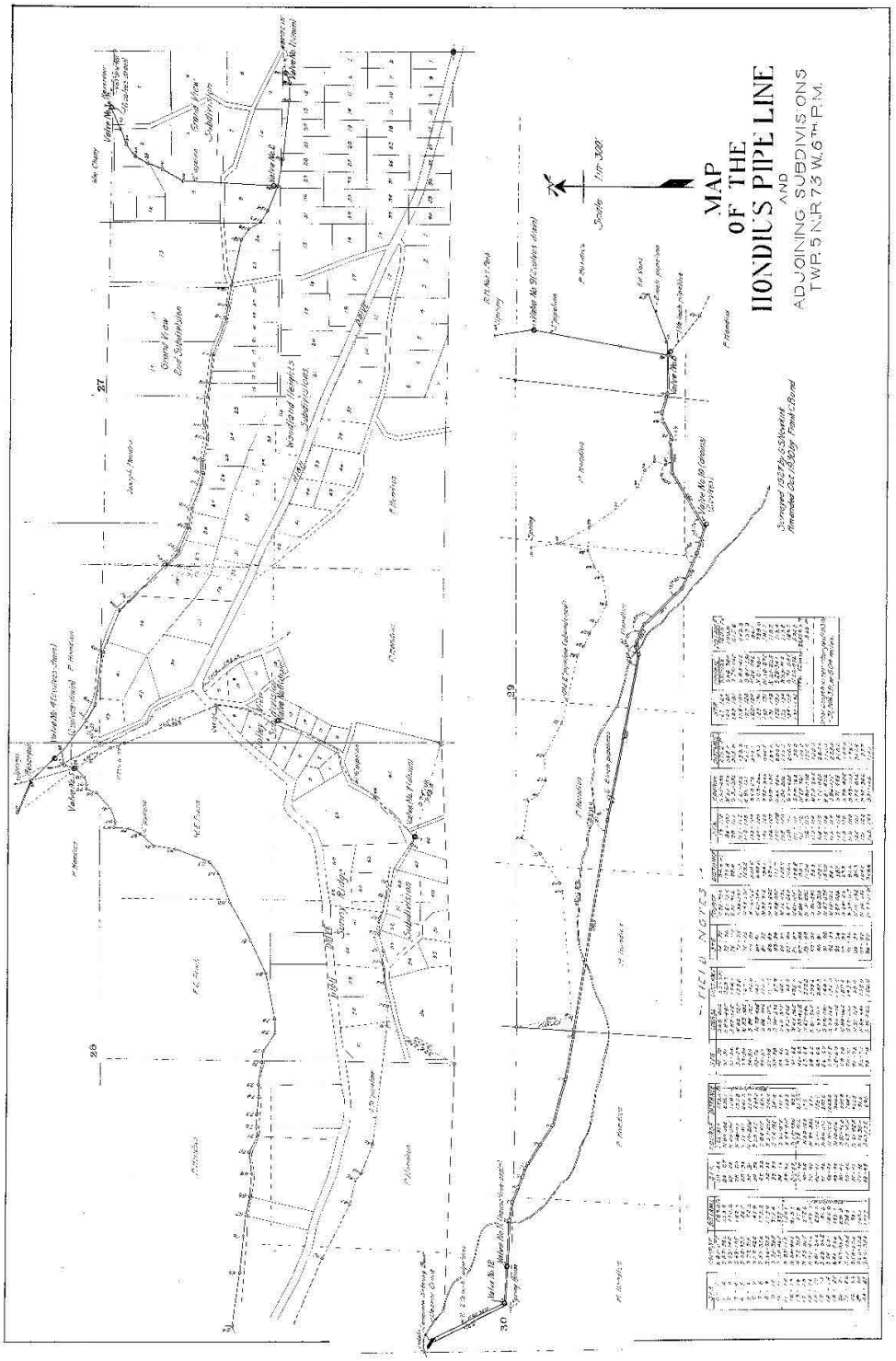
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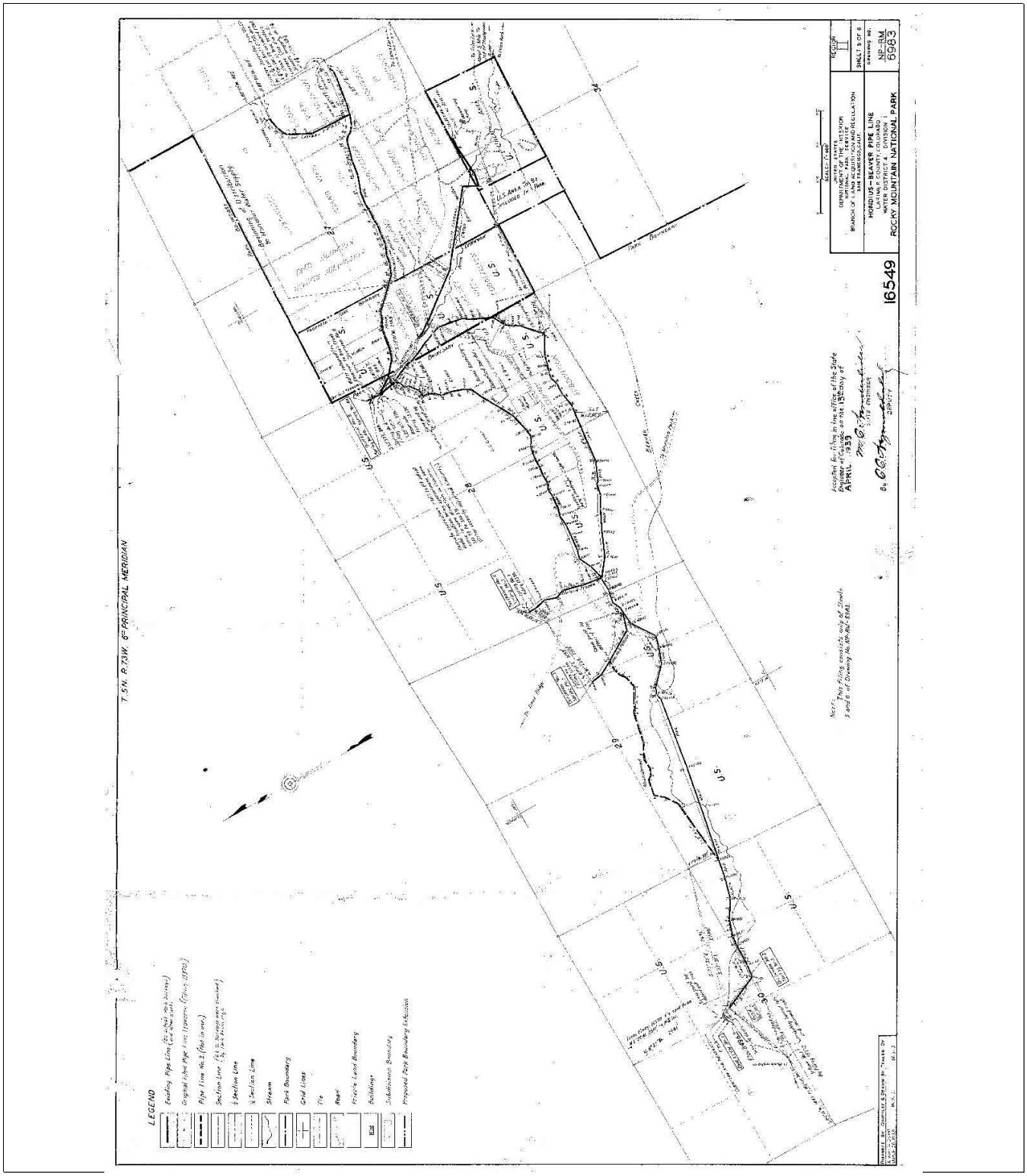
00-00-1930: Map of the Hondius Pipe Line and Adjoining Subdivisions

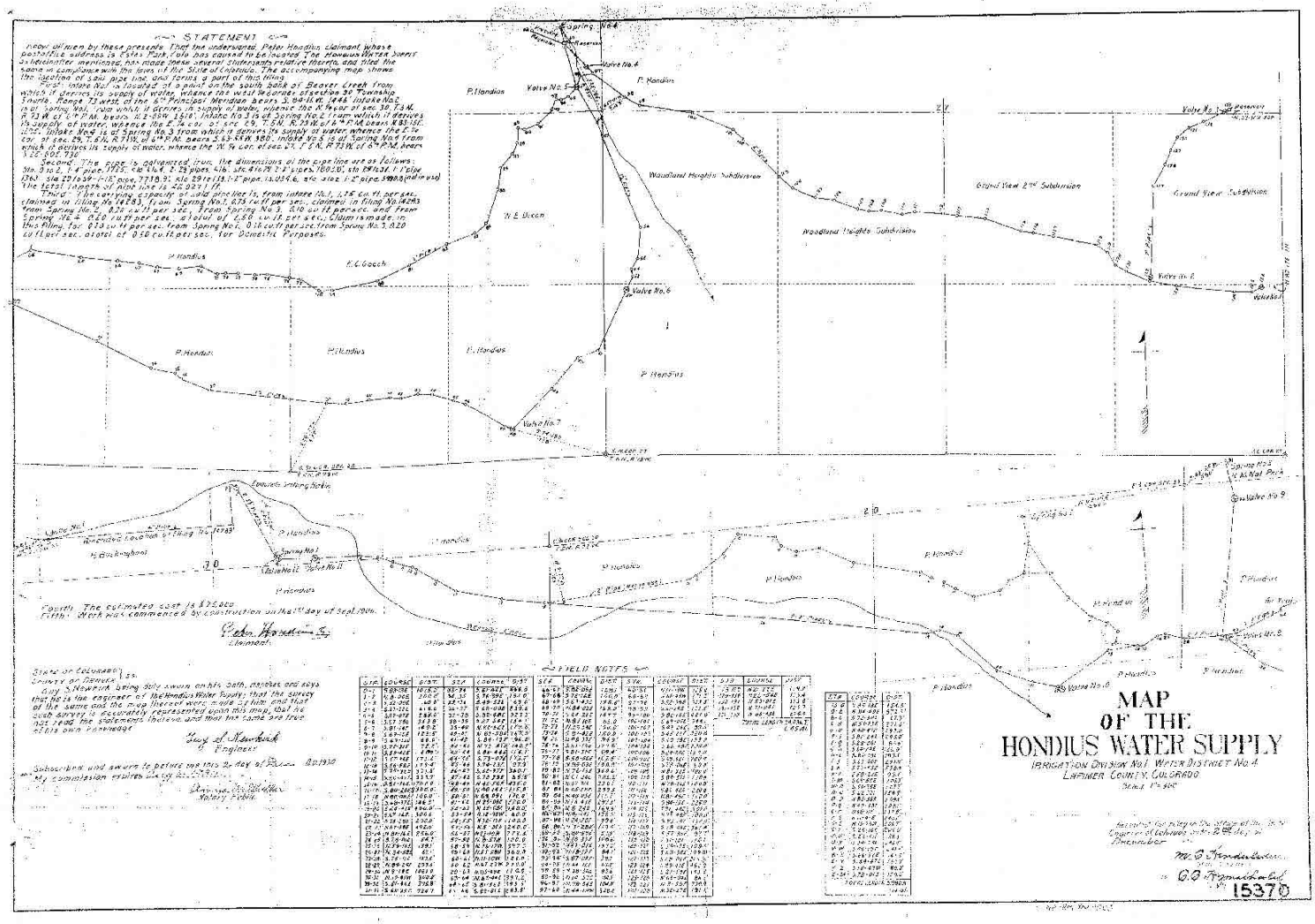


00-00-1930: Map of the Hondius Pipe Line

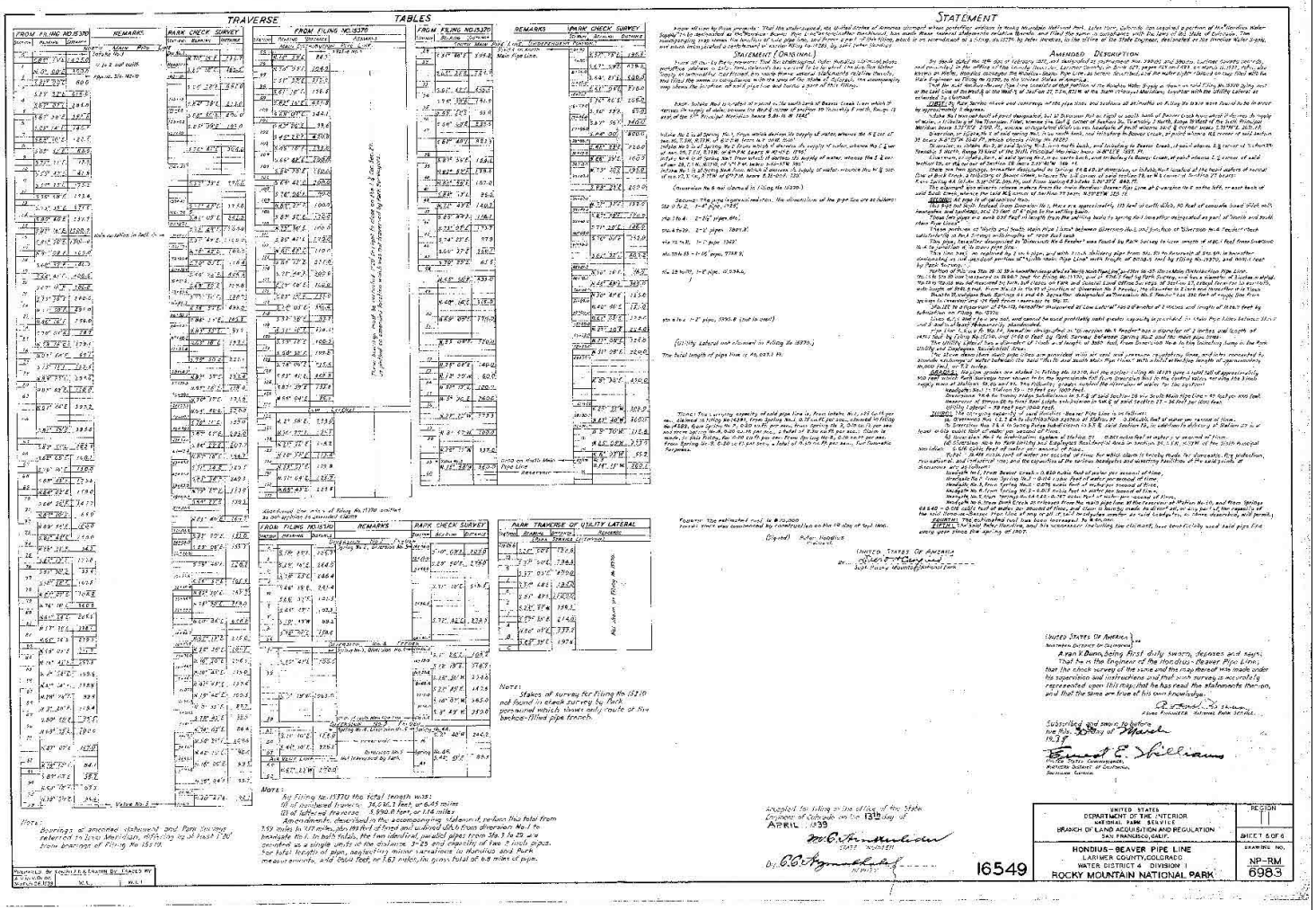


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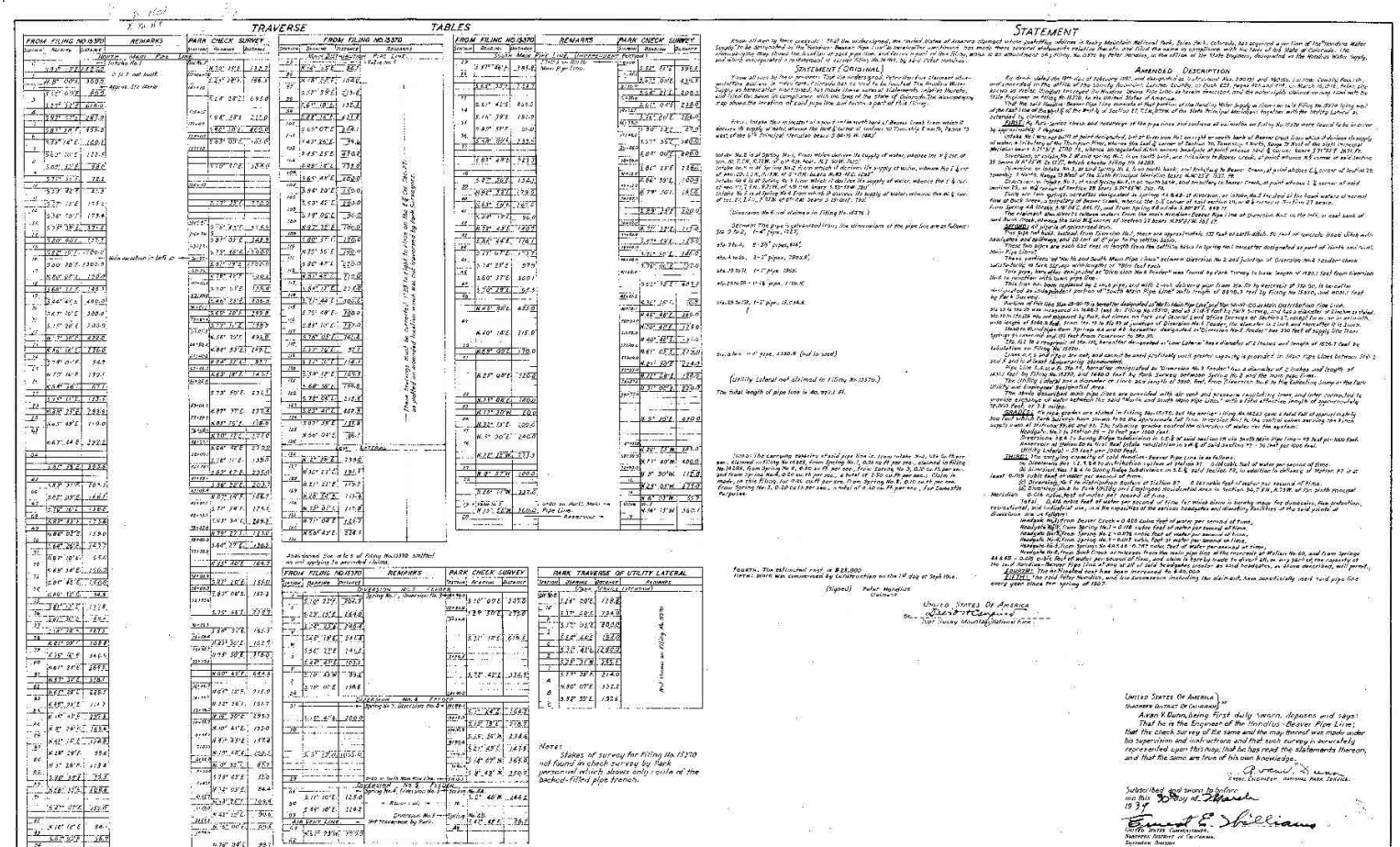




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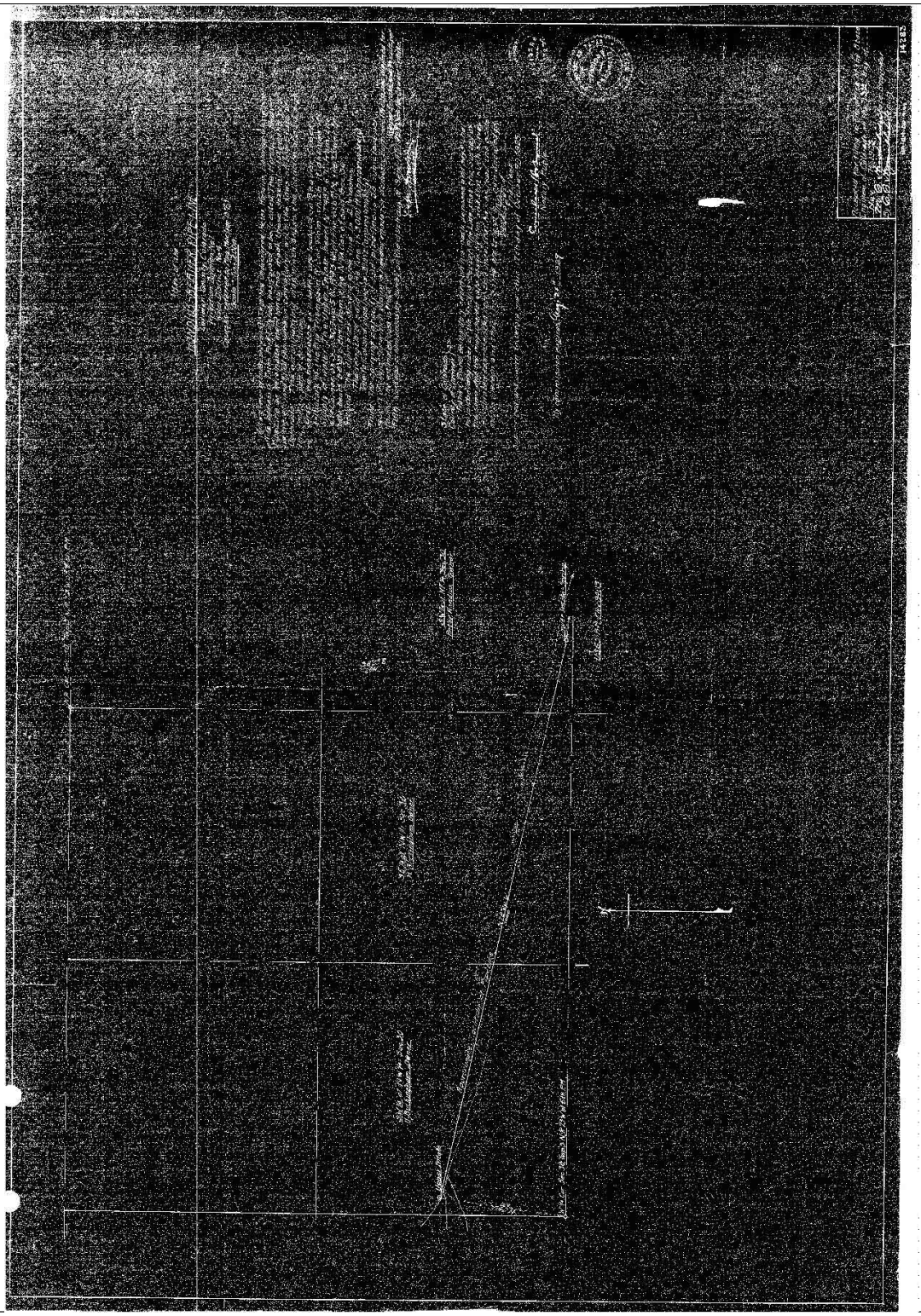


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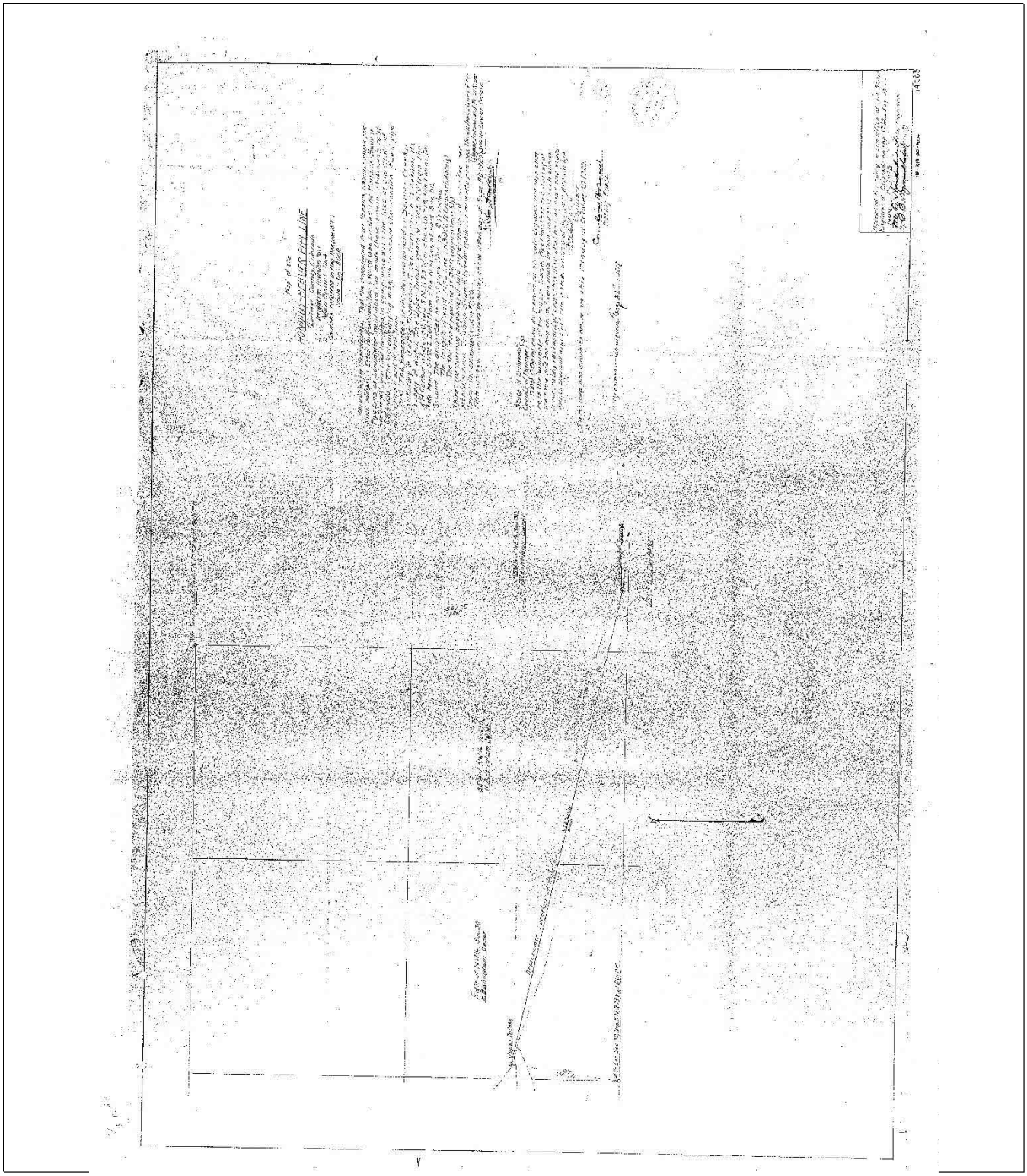


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11-15-1925: Map



11-15-1925: Map of Hondius Beaver Pipe Line



Docket Information

Number of Documents in Docket 355

Documents Dated from 11/15/1925 to 11/19/2001

Docket Compiled: 6/25/2012