



WATER-RIGHT DOCKET

Devils Postpile National Monument

Docket No: 1

MIDDLE FORK OF THE SAN JOAQUIN RIVER.

Preliminary Docket Information

07-16-1979: docket information ; july 16, 1979

DATE: July 16, 1979

DOCKET (FILE) TITLE _____

REGION Western AREA Devils Postpile National Monument

SITE Middle Fork - San Joaquin River

STATE California COUNTY Madera DOCKET NO. WR #1

LOCATION NW¼ SE¼ NE¼ Sec. 3 T4S R26E

REGIONAL BASIN _____ LOCAL BASIN _____

ACQUIRED BY Reservation

ACQUISITION _____ PERMIT _____ CERTIFICATE _____

ACTION DUE _____ PRIORITY _____ RESERVATION July 6, 1911

QUANTITY _____ USE Public Supply

STATUS Active SOURCE Well

REMARKS Hydrologic Unit #18040001

NARRATIVE:

In 1964 it was determined that an application should be filed with the state for the shallow dug well on the banks of the San Joaquin River that supplied Devils Postpile NM. The application was to ask for 0.045 cfs to be used at the visitor center and the residential area. For some reason the application was never filed, though the system is still in existence today. The site is located on land transferred from the Forest Service in 1911.

Currently this monument is administered by Sequoia-Kings Canyon NP. This docket is for the use of this division only - neither WASO nor the park have a copy of this docket.

A call was placed on June 3, 1980, to Bill Long, Sanitation Engineer for SEKI, about the location and status of the Well. Bill checked with Walt Hoffman, ranger at DEPO, and returned our call on June 4th. Well status is active; there is also a tank near the well for water storage; both are just north of the campground/ranger station at the end of the road. Both are within the boundaries of the national monument. James H. Hershey, June 4, 1980

Compiled by T. Kern

Approved by _____

DEPO WR#1

NATIONAL PARK SERVICE
WATER RIGHTS DATA SHEETOrganization
Code 8590Docket
Classification F ② A
Federal Reserved AlienDocket
Number 01

Source Number 01 of 01

Card #1 ① 1C
Add Change

Site M I O O L E F O R K - S A N J O A Q U I N R I V E R

Location ① Township/Range --- T 4 S --- R 2 E --- Sec 03 A ② C D of A B C ② of ② B C D
 NE E NE E SW E SW NE E NE E SW E SW NE E NE E SW E SW

2 Lat/Long --- Latitude deg min sec N S Longitude deg min sec

3 Other ---

Card #2 ② 2C
Add Change

Sequence Number 01 State 06 County M A D E R A

Acquired by 1 2 3 ④ 5
 Purchase Appropriation Riparian Reservation Other
 (Explain in Remarks)

Application Number

Cancellation Date year month day

Permit Number

Cancellation Date year month day

Certificate Number

Cancellation Date year month day



Yosemite National Park UNITED STATES
RECEIVED DEPARTMENT OF THE INTERIOR
APR 20 1964 NATIONAL PARK SERVICE

April 17, 1964

IN REPLY REFER TO:

L-54

4/20
H-1

SEARCHED	INDEXED
SERIALIZED	FILED
APR 20 1964	
FBI - DENVER	

Memorandum

To: Superintendent, Yosemite

From: Regional Chief, Division of Land and Water Rights,
Western Region

Subject: Application to Appropriate Unappropriated Water,
Devils Postpile

Enclosed, in duplicate, is a water right application for Devils Postpile for your review and signature. Also enclosed is a completed Invoice-Order-Voucher in the amount of \$10.00 to accompany the application when submitted. Both copies of the application and the Invoice-Order-Voucher should be sent to the State Water Rights Board, P. O. Box 1592, Sacramento, California.

We shall appreciate it if you will forward all Notices of Action by the State Water Rights Board to this office so that complete Water Right Dockets can be prepared for all National Park Service files.

James M. Siler
James M. Siler

Enclosures 3
Water Right Application (in duplicate)
Invoice-Order-Voucher

FILE IN DUPLICATE

[For full information concerning the filling out of this form refer to
Article 4 of Rules and Regulations Pertaining to Appropriation of Water]

STATE OF CALIFORNIA—STATE WATER RIGHTS BOARD

Application No. _____ Filed _____ at _____ M.
(Applicant must not fill in the above blanks)

APPLICATION TO APPROPRIATE UNAPPROPRIATED WATER

I, Superintendent, Yosemite National Park for the United States of America
Name of applicant or applicantsof Box 577, Yosemite National Park, California County of Mariposa
AddressState of California, do hereby make application for a permit to appropriate the
following described unappropriated waters of the State of California, *SUBJECT TO VESTED RIGHTS*:

Source, Amount, Use and Location of Diversion Works

1. The source of the proposed appropriation is Middle Fork - San Joaquin River
Give name of stream, lake, etc., if named; if unnamed state nature of source and that it is unnamed
located in Madera County, tributary to San Joaquin River

2. The amount of water which applicant desires to appropriate under this application is as follows:

(a) For diversion to be directly applied to beneficial use 0.045 cubic feet per
1 cubic foot per second equals 40 statute inches or 646,117 gallons per day
second, to be diverted from January 1 to December 31 of each year.
Beginning date Closing date(b) For diversion to be stored and later applied to beneficial use _____ acre-feet
1 acre-foot equals 325,851 gallons
per annum, to be collected between _____ and _____ of each season.
Beginning date Closing date

NOTE.—Answer (a) or (b) or both (a) and (b) as may be necessary. If amount under (a) is less than .025 cubic foot per second, state in gallons per day. Neither the amount nor the season may be increased after application is filed. If underground storage is proposed a special supplemental form will be supplied by the State Water Rights Board upon request.

3. The use to which the water is to be applied is for domestic and irrigation
Domestic, irrigation, power, municipal, mining, industrial, recreational
purposes.4. The point of diversion is to be located 13,700.40' 859° 04' - 37" W from NW-1/4 cor
State bearing and distance or coordinate distances from section or quarter section corner
Sec. 31 T 38 R 27 E MD, SANbeing within the unsurveyed township
State 40-acre subdivision of public land survey or projection thereof
projected
of Section 3, T. 48, R. R 26E MD B. & M., in the County of Madera5. The main conduit terminates in projection of Sec. 3, T. 48, R. 26 E, MD B. & M.
State 40-acre subdivision of U. S. Government survey or projection thereof

Description of Diversion Works

NOTE.—An application cannot be approved for an amount grossly in excess of the estimated capacity of the diversion works.

6. Intake or Headworks (fill only those blanks which apply)

(a) Diversion will be made by pumping from a shallow dug well on bank of river
Sump, offset well, unobstructed channel, etc.(b) Diversion will be by gravity, the diverting dam being _____ feet in height (stream bed to
level of overflow); _____ feet long on top; and constructed of _____
Concrete, earth, brush, etc.(c) The storage dam will be _____ feet in height (stream bed to overflow level); _____ feet
long on top; have a freeboard of _____ feet, and be constructed of _____
Concrete, earth, etc.

7. Storage Reservoir

NameThe storage reservoir will flood lands in _____
Indicate section or sections, also 40-acre subdivisions unless shown upon map

It will have a surface area of _____ acres, and a capacity of _____ acre-feet.

In case of insufficient space for answers in form, attach extra sheets at top of page 3 and cross reference.

FORM 1

8. Conduit System (describe main conduits only)

(a) Canal, ditch, flume: Width on top (at water line) _____ feet; width at bottom _____ feet; depth of water _____ feet; length _____ feet; grade _____ feet per 1,000 feet; materials of construction _____
Earth, rock, timber, etc.

(b) Pipe line: Diameter 2-1/2 inches; length 560 feet; grade 180 feet per 1,000 feet; total ~~rise~~ lift from intake to outlet 132 feet; kind galvanized steel
Riveted steel, concrete, wood-stave, etc.

NOTE.—If a combination of different sizes or kinds of conduit is to be used, attach extra sheets with complete description, also show location of each clearly on map.

9. The estimated capacity of the diversion conduit or pumping plant proposed is 50 g.p.m.
State cubic feet per second or gallons per minute

The estimated cost of the diversion works proposed is \$48,000
Give only cost of intake, or headworks, pump, storage reservoirs and main conduits described herein.

Completion Schedule

10. Construction work will begin on or before September 1, 1964

Construction work will be completed on or before September 1, 1965

The water will be completely applied to the proposed use on or before 1980

Description of Proposed Use

11. Place of Use. In unsurveyed township. See map.
State 40-acre subdivisions of the public land survey. If area is unsurveyed indicate the location as if lines of the public land survey were projected. In the case of irrigation use state the number of acres to be irrigated in each 40-acre tract, if space permits. If space does not permit listing of all 40-acre tracts, describe areas in a general way and show detail upon maps.

All in Devils Postpile National Monument, California

Do(es) applicant(s) own the land whereon use of water will be made? Yes Jointly? _____
Yes or No Yes or No

If applicant does not own land whereon use of water will be made, give name and address of owner and state what arrangements have been made with him.

12. Other Rights. Describe all rights except those on file with the State Water Rights Board under which water is served to the above named lands.

Nature of Right (riparian, appropriative, purchased water, etc.)	Year of First Use	Use made in recent years including amount if known	Season of Use	Source of Other Supply
1.				
2.				
3.				
4.				

Attach supplement at top of page 3 if necessary.

13. Irrigation Use. The area to be irrigated is 10 acres.
State net acreage to be irrigated

The segregation of acreage as to crops is as follows: Rice, _____ acres; alfalfa, _____ acres;

orchard, _____ acres; general crops, _____ acres; pasture, _____ acres.

NOTE.—Care should be taken that the various statements as to acreage are consistent with each other, with the statement in Paragraph 11, and with the map.

The irrigation season will begin about _____ and end about _____
Beginning date Closing date

14. Power Use. The total fall to be utilized is _____ feet.
Difference between nozzle or draft tube water level and first free water surface above

The maximum amount of water to be used through the penstock is _____ cubic feet per second.

The maximum theoretical horsepower capable of being generated by the works is _____ horsepower.
Second feet $\times$ fall $\div$ 5.5

The use to which the power is to be applied is _____
For distribution and sale or private use, etc.

The nature of the works by means of which power is to be developed is _____
Turbine, Pelton wheel, etc.

The size of the nozzle to be used is _____ inches.

The water will be returned to _____ in _____ of _____
Name stream State 40-acre subdivision

Sec. _____, T. _____, R. _____, B. & M. _____

DO NOT WRITE IN THIS SPACE
ATTACH EXTRA SHEETS HERE

15. Municipal Use. This application is made for the purpose of serving Devils Postpile Visitor Center
Name city or cities, town or towns. Urban areas only

Residential Area having a present population of None

The estimated average daily consumption during the month of maximum use at the end of each five-year period until the full amount applied for is put to beneficial use is as follows:

1965 Daily Use - Maximum Month - 1,000 gal.
1970 Daily Use - Maximum Month - 5,000 gal.
1975 Daily Use - Maximum Month - 7,500 gal.
1980 Daily Use - Maximum Month - 10,000 gal.

16. Mining Use. The name of the mining property to be served is _____
Name of claim

_____ and the nature of the mines is _____
Gold placer, quartz, etc.

The method of utilizing the water is _____

It is estimated that the ultimate water requirement for this project will be _____
Cubic feet per second, gallons per minute. State basis of estimate

The water will be polluted by chemicals or otherwise

Explain nature of pollution, if any

and it will be returned to _____

Name stream

State 40-acre subdivision

Sec. _____, T. _____, R. _____, B. & M. _____

17. Other Uses. The nature of the use proposed is _____

Industrial, recreational, domestic, stockwatering, fish culture, etc.

State basis of determination of amount needed. Irrigation of 10 acres of lawns, trees and shrubbery
Number of persons, residences, area of domestic lawns and gardens, number and kind of stock, type

Predicted annual visitation	-	15,000 people
Predicted peak monthly visitation	-	46,000 people
Predicted peak day visitation	-	2,000 people
Seasonal Residents	-	12 people
Monthly water use	-	350,000 gal. per month
Peak day water use	-	15,000 gal. per day
Peak domestic water demand	-	
(204 fixture units	-	66 g.p.m.
Fire flow 2 streams @ 120 g.p.m. each	-	
at 45 p.s.i. residual	-	

General

18. Are the maps as required by the Rules and Regulations filed with Application? Yes If not, state specifically the time required for filing same.

19. Does the applicant own the land at the proposed point of diversion? Yes If not, give name and address of owner and state what steps have been taken to secure right of access thereto.

20. What is the name of the post office most used by those living near the proposed point of diversion?

Lee Vining or Bishop

21. What are the names and addresses of claimants of water from the source of supply below the proposed point of diversion? None known - NOTE: Nothing contained herein shall constitute a waiver of other rights the United States may have to the same water.

[SIGNATURE OF APPLICANT]

APPLICANT MUST NOT FILL IN BLANKS BELOW

PERMIT No. _____

This is to certify that the application of which the foregoing is a true and correct copy has been considered and approved by the State Water Rights Board SUBJECT TO VESTED RIGHTS and the following limitations and conditions:

1. The amount of water appropriated shall be limited to the amount which can be beneficially used, and shall not exceed
2. The maximum amount herein stated may be reduced in the license if investigation so warrants.
3. Actual construction work shall begin on or before _____ and shall thereafter be prosecuted with reasonable diligence, and if not so commenced and prosecuted this permit may be revoked.
4. Said construction work shall be completed on or before _____
5. Complete application of the water to the proposed use shall be made on or before _____
6. Progress reports shall be filed promptly by permittee on forms which will be provided annually by the State Water Rights Board until license is issued.
7. All rights and privileges under this permit including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the State Water Rights Board in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

This permit is issued and permittee takes it subject to the following provisions of the Water Code:

Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Dated: _____

STATE WATER RIGHTS BOARD

Application..... STATE OF CALIFORNIA—STATE WATER RIGHTS BOARD

Permit.....

License.....

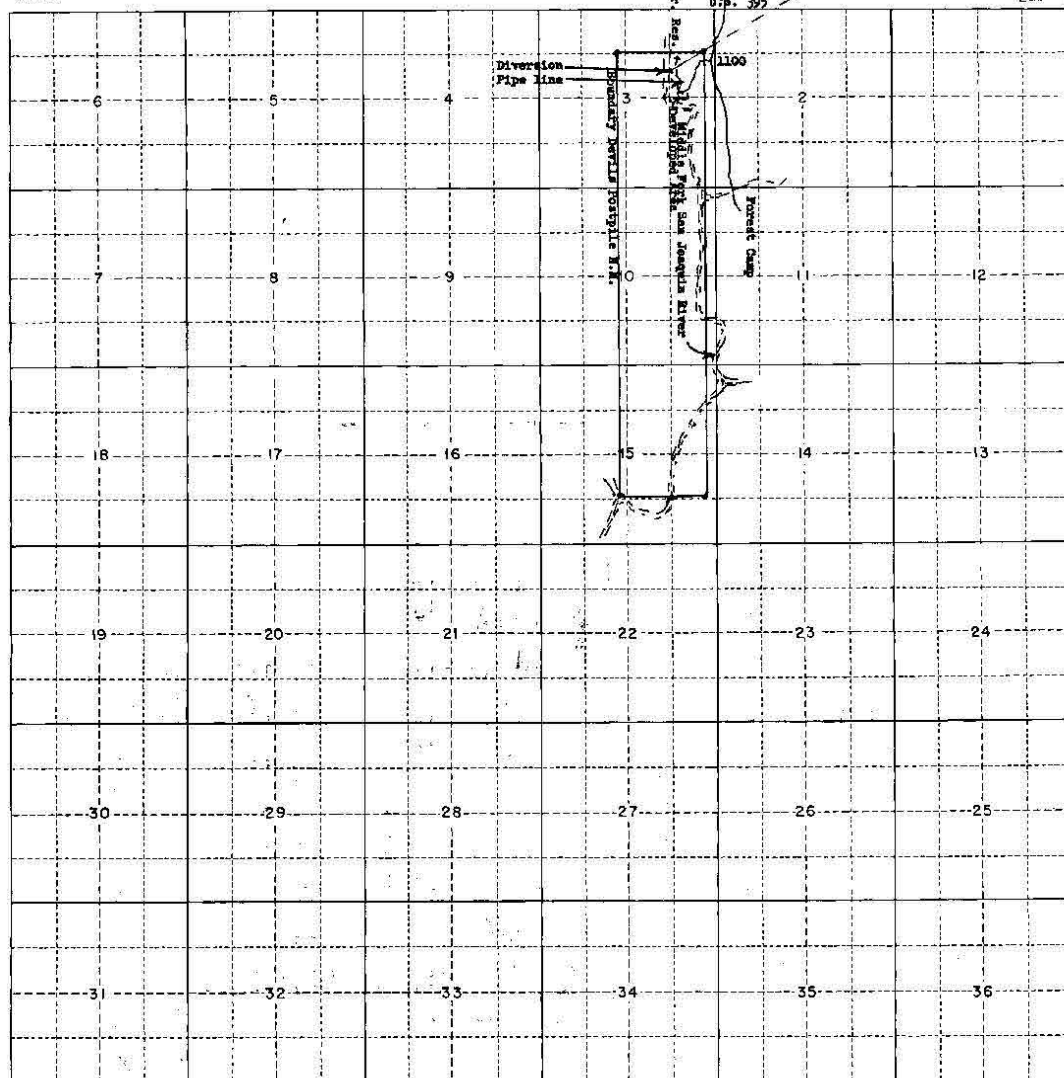
Applicant United States of AmericaIn unsurveyed
Sec. 3 Township 4 S Range 26 E MD. Meridian

Mapped by.....

County Modeno

NOTE.—Maps are to be drawn on this plat only when total amount of water to be diverted does not exceed three cubic feet per second for direct diversion or does not involve storage in a reservoir having a capacity in excess of 200 acre-feet. For amounts less or reservoirs smaller than those above stated the average applicant can prepare a very satisfactory map without the aid of a surveyor by observing instructions on the reverse side of this plat.

Form 17-A



State Seal
State Seal

Application... STATE OF CALIFORNIA--STATE WATER RIGHTS BOARD

Permit...

License...

Applicant... United States of America

Mapped by...

in unsurveyed
Sec. 3 Township 4 S Range 26 E MD Meridian

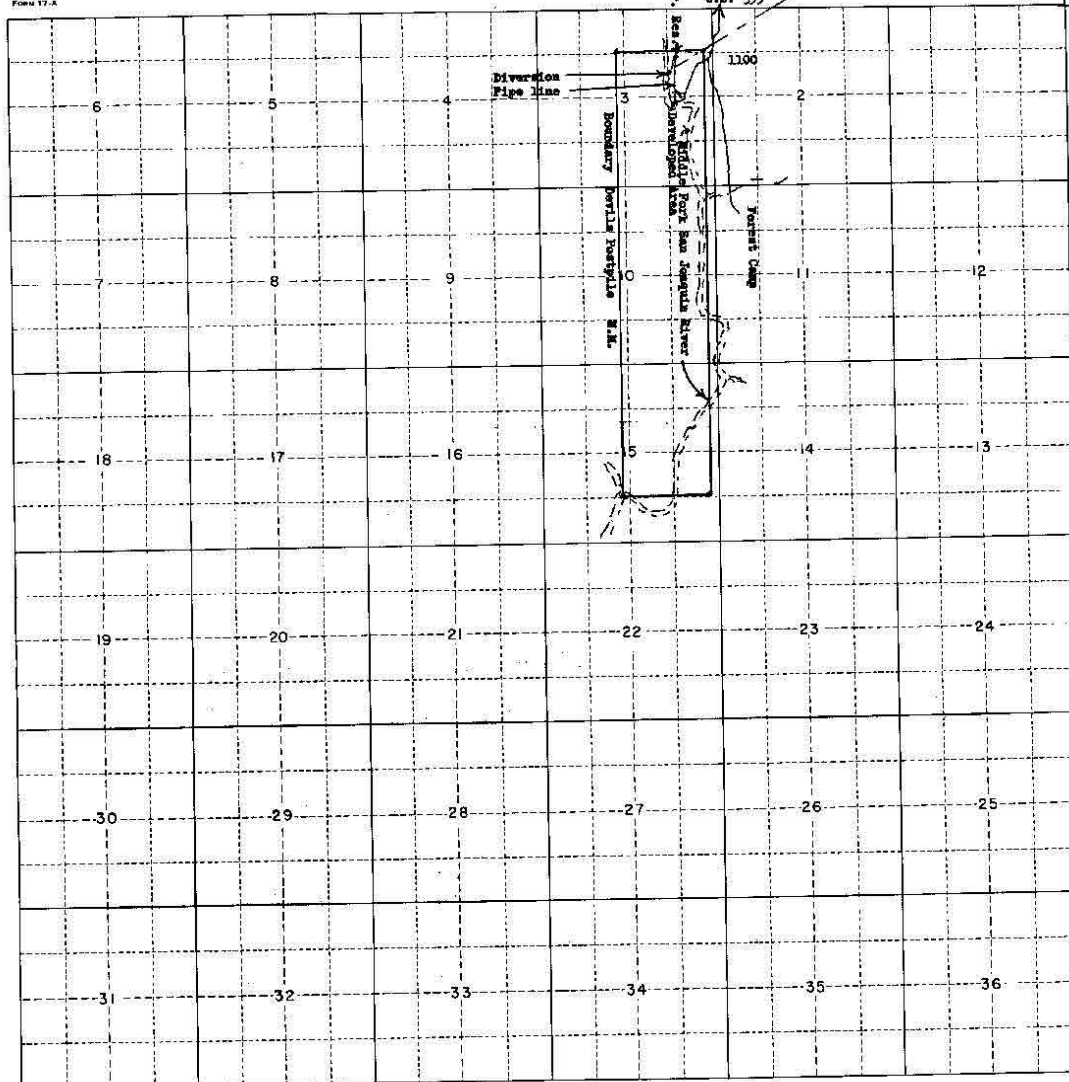
County Madera

Exis. Cor.

Sec. 31

NOTE: Maps are to be drawn on this plat only when total amount of water to be diverted does not exceed three cubic feet per second for direct diversion or does not involve storage in a reservoir having a capacity in excess of 200 acre-feet. For amounts less or reservoirs smaller than those above stated the average applicant can prepare a very satisfactory map without the aid of a surveyor by observing instructions on the reverse side of this plat.

Form 17-A



FORM PRESCRIBED BY ADMINISTRATOR OF GENERAL SERVICES, AND COMPTROLLER GENERAL, U. S., JULY 31, 1953			PAGE NO.					
ORDER-INVOICE-VOUCHER			BUREAU VOUCHER NO.					
U.S. NATIONAL PARK SERVICE			BUREAU SCHEDULE NO.					
WESTERN REGIONAL OFFICE (Department or Establishment, Bureau or Office)			ORDER NUMBER WR-34-64-573					
☐ PURCHASE ORDER PER YOUR OF			DATE OF ORDER 4/17/64					
☐ DELIVERY ORDER UNDER CONTRACT NO. OM			REQUISITION NUMBER OR PURPOSE 143.2 yosemite					
VENDOR'S NAME AND ADDRESS State Water Rights Board P.O. Box 1592 SACRAMENTO, CALIF.			DISCOUNT TERMS					
SHIP TO: (Consignee and Address; Also Marking, if required) Superintendent YOSEMITE NATIONAL PARK BOX 577, YOSEMITE PARK CALIFORNIA			DELIVERY TERMS					
VIA MAIL INVOICE TO: in triplicate National Park Service 180 New Montgomery St. San Francisco, Calif.			GOV'T BILL OF LADING NO.					
			DELIVERY REQUESTED					
			ORDERED BY: (SIGNATURE) <i>John P. Arbunich</i> John P. Arbunich Authorized Purchasing or Contracting Officer					
			ISSUING OFFICE National Park Service Western Regional Office 180 New Montgomery St. San Francisco, Calif.					
DESCRIPTION			UNIT	UNIT PRICE	QUANTITY ORDERED	AMOUNT	QUANTITY SHIPPED	AMOUNT BILLED
1. Filing Fee: DEVILS POSTFILE					1 @	10.00		
Application to appropriate unappropriated water								
CONTRACT PAYMENT RECORD: ☐ PARTIAL ☐ FINAL			TOTALS			\$10.00		
SHIPPING POINT			VENDOR'S INVOICE NO.		I CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST AND THAT PAYMENT HAS NOT BEEN RECEIVED.			
GROSS SHIPPING WEIGHT			DATE		(Do not sign if submitting certified commercial invoice)			
ACCOUNTING CLASSIFICATION			PAYEE		BY _____			
143.2 1441033 (25)			BY _____		(SIGNATURE)			
			ADMINISTRATIVE VERIFICATION					
STANDARD FORM 147, FEBRUARY, 1955 GSA REG. 1-11-217.04 147-103			I. ORIGINAL ORDER — INVOICE					

TERMS AND CONDITIONS

1. **CONVENANT AGAINST CONTINGENT FEES.** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purposes of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
2. **NONDISCRIMINATION IN EMPLOYMENT.** - 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **OFFICIAL NOT TO BENEFIT.** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
4. **CONVICT LABOR.** - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.
5. **BUY-AMERICAN ACT.** - The Contractor agrees that there will be delivered under this contract only such manufactured articles, materials and supplies, hereinafter referred to in this clause as "supplies", as have been mined or produced in the United States and only such manufactured supplies as have been manufactured in the United States substantially all from supplies mined, produced, or manufactured in the United States; Provided, however, that the exemptions and exceptions from the foregoing, established by or under the "Buy-American Act" (41 U. S. Code, 10 a-d), shall apply.
6. **DISCOUNTS.** - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.
7. **INSPECTION.** - Except as may be otherwise provided in this contract, final inspection and acceptance will be made at destination. Supplies rejected at destination for nonconformance with specifications shall be removed by the Contractor at his expense promptly after notice of rejection.
8. **EIGHT-HOUR LAW OF 1912.** - This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912 as amended (40 U.S. Code 324-326), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912 as amended, and to all other provisions and exceptions of said Law:
No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of the said work, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every such laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed upon the Contractor for each such laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause; and all penalties thus imposed shall be withheld for the use and benefit of the Government.
9. **FEDERAL, STATE, AND LOCAL TAXES.** - Except as may be otherwise provided in this contract, the contract price includes all applicable Federal Taxes in effect on the date of this contract but does not include any State or local sales, use, or other tax directly applicable to the completed supplies or services covered by this contract nor any other tax from which the Contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the Contractor's quotation or, if no quotation, the date of this purchase order.

Additional terms and conditions required by ordering agencies:

Docket Information

Number of Documents in Docket 12

Documents Dated from 4/17/1964 to 7/16/1979

Docket Compiled: 2/15/2011