



WATER-RIGHT DOCKET

Cedar Breaks National Monument

Docket No: 2

UNNAMED SPRING

State Water Rights Documentation

06-29-1999: memorandum to jeff hughes, john reber/hydrologist, water resources coordinator/water resources division, intermountain



United States Department of the Interior

NATIONAL PARK SERVICE

Zion National Park

Springdale, UT 84767-1099

June 29, 1999

IN REPLY REFER TO:
L54 (CEBR)

Memorandum

To: Jeff Hughes, Hydrologist, Water Rights Branch, Water Resources Division
John Reber, Water Resources Coordinator, Intermountain Regional Office

From: Dave Sharrow, Hydrologist, Zion National Park *Dave Sharrow*

Subject: Change Application for Water Rights for Cedar Breaks National Monument

On June 24, 1999, Cedar Breaks National Monument filed for a change in their water rights, a copy of which is attached for your information. This was undertaken in order to address possible inadequacies in our potable water supply due to surface water influence. The change is to rights 73-424 and 73-1211, for Twin Springs and Blowhard Springs, which together supply potable water to the park. The change requests that a well at one of three possible locations be added to the rights. This will allow the use of a well as the primary supply, yet retain the potential to use the springs during emergencies. No other changes in the amount of water diverted or consumed, place of use or nature of use are requested.

As currently planned, one well will be drilled this year at site 1 as indicated on the enclosed memorandum. If this well proves unsuccessful, it will be plugged and the need to drill sites 2 and 3 will be considered for 2000, providing time to investigate running power and pipelines to these more remote sites.

Drilling a well in this area involves a great deal of uncertainty. The target strata is a thin layer of volcanic breccia, or the uppermost layers of the claron formation. Strata below about 200 feet are thought to be very unfavorable for groundwater production. The target structures for drilling were identified by Larry Martin (WRD-WOB), with the specific sites selected by Superintendent Henry and me. All of the targets attempt to drill fracture zones along faults that influence the location of known springs.

Drilling at site 1 will be categorically excluded, while the other sites might require an EA. The park will have to file a Preliminary Evaluation Report and Source Protection Plan under Utah Regulations for Drinking Water.

We will keep you informed of our progress. Please Call me at 435-586-2765 if you have any questions.

Attachments (2)

cc: IMFA - Barry Davis

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. by *KHC*
Fee Paid \$ *75.00*
Receipt #

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER: a23462 WATER RIGHT NUMBER: 73 - 424
***** 75 - 1211 *****
This Change Application proposes to change the POINT(S) OF DIVERSION.

1. OWNERSHIP INFORMATION.

A. NAME: USA National Park Service INTEREST: 100%
Cedar Breaks National Monument
ADDRESS: 2390 West Highway 56, Suite 11, Cedar City, UT 84720

B. PRIORITY OF CHANGE: FILING DATE:

C. EVIDENCED BY:
73-424, (A9386, 0.06 cfs), & 73-1211, (A35622, 0.02 cfs)

* DESCRIPTION OF CURRENT WATER RIGHT: *

2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 0.08 cfs

B. SOURCE: Twin Springs & Blowhard Spring COUNTY: Iron

C. POINT OF DIVERSION -- SURFACE:
(1) N 2590 feet E 1860 feet from SW corner, Section 11, T 37S, R 9W, SLBM
SOURCE: Twin Springs

D. POINT OF DIVERSION -- OTHER:
(1) Domestic directly on spring located
in the NE¼SE¼ of Sec 10, T37S, R9W, SLBM.

3. WATER USE INFORMATION.

RECREATION: from Jan 1 to Dec 31. Domestic use at Cedar Breaks Lodge

RECREATION: from Jan 1 to Dec 31. Sanitation Facilities/120,000 people per
year @ Cedar Breaks National Monument

RECEIVED
JUN 24 1999
WATER RIGHTS
CEDAR CITY

CHANGE APPLICATION NUMBER: a23462 for Water Right: 73 - 424 continued***** Page: 2

4. PLACE OF USE.

*-----
* THE FOLLOWING CHANGES ARE PROPOSED:
*-----

5. SOURCE INFORMATION.

A. QUANTITY OF WATER: 0.08 cfs

B. SOURCE: Twin Springs, Blowhard Spring & Underground Wells COUNTY: Iron

C. POINTS OF DIVERSION -- UNDERGROUND: Changed as Follows:

- (1) N 2190 feet E 1600 feet from NW corner, Section 14, T 37S, R 9W, SLBM
WELL DIAMETER: 8 inches WELL DEPTH: 100 to 500 feet
COMMENT: First choice
- (2) N 2000 feet W 320 feet from NE corner, Section 15, T 37S, R 9W, SLBM
WELL DIAMETER: 8 inches WELL DEPTH: 100 to 500 feet
- (3) N 2680 feet W 310 feet from NE corner, Section 15, T 37S, R 9W, SLBM
WELL DIAMETER: 8 inches WELL DEPTH: 100 to 500 feet

D. POINT(S) OF DIVERSION -- SURFACE: Same as HERETOFORE.

E. COMMON DESCRIPTION: Cedar Breaks National Monument

6. WATER USE INFORMATION. Same as HERETOFORE.

*-----

7. PLACE OF USE. Same as HERETOFORE.

8. EXPLANATORY.

It is intended by this change application to add a well to the existing points of diversion and hereby comingle the springs and well to allow the applicants to divert the water from any, each, or all points of diversion for the uses previously perfected. Three well sights are requested under this change, however only the first well drilled that produces sufficient flows will be developed and completed. If a well is drilled that is not sufficient, it will be filled and abandoned according to Utah Code.

Under this change, the place of use is not changed and therefore application maps are not required.

CHANGE APPLICATION NUMBER: a23462

for Water Right: 73 - 424

continued*****

Page:

9. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application, through the courtesy of employees of the Division of Water Rights, all responsibility for the accuracy of information contained herein, at the time of filing, rests with the applicant(s).



Signature of Applicant(s)

June 17, 1999

To: Tom Henry
From: Dave Sharrow
Subject: Update on Well Project for CEBR

Following our reconnaissance of possible well sites on 6-16-99, I offer this evaluation of those sites, an a list of action items for this project.

Three possible sites are evaluated and depicted on the attached map. All are on or near faults with the intention of intersection the fracture zones around them. Site one is the most desirable due to the ease of access and close proximity to the existing pump house and power. The site selected, 150 feet north of the pump house provides easy access for a drill rig and permits drilling most closely to the fault trace.

While both potential drill sites near Blowhard Spring offer a greater opportunity to drill into the fault and have a successful well, they will require running power and water lines a much greater distance. Both would be accessed by driving the drill rig across the meadow. Sites further south on the Blowhard Spring fault are not considered further because surface drainage is either clearly into the Sevier River Basin, or is unclear. Moving a water right from the Coal Creek basin to the Sevier River basin would be very difficult.

Site 1

Location: 150 Feet at N. 10° E. from the existing pump house
(2,190 feet N, 1,600 feet E of the NW corner Section 14, T.37S., R.9W.)
Access: Easily accessible off of little used road extending north past the pump house. Slope is <10%.
Utilities: Power and pipe connection 150' away at pump house
Comments: This point provides the closest lateral approach to the Twin Spring fault. It is possible to proceed 600-800 feet further north on little used road, but this trends away from the mapped fault.

Site 2

Location: 100 feet north of Blowhard Spring, about 10 feet lower in elevation.
(2,000 feet N, 320 feet W. of the NE corner Section 15, T.37S., R.9W.)
Access: Across about 800 feet of meadow, not difficult for drill rig. Slope is 10%
Utilities: Pipeline 100 feet away at Blowhard Spring.
Overhead power line located about 1,000 feet away at park boundary.
Comments:

Site 3

Location: 200 feet south of Blowhard Spring, and about 40 feet higher in elevation. In an alcove of meadow pushing onto the forest.
(2,680 feet N, 310 feet W. of the NE corner Section 15, T.37S., R.9W.)
Access: Across about 600 feet of meadow, the last 100 feet is on slopes of 15-20%. Slope at drill site is 20%

Test the Water as Required by the state.

Secure funding for

Setting a Pump and installing a Control Panel

Power Supply

Pipeline to Pump house

The combined water right for the two springs is 0.08 CFS or 35.8 gpm. the pump and pipe should be sized to produce at least this capacity.

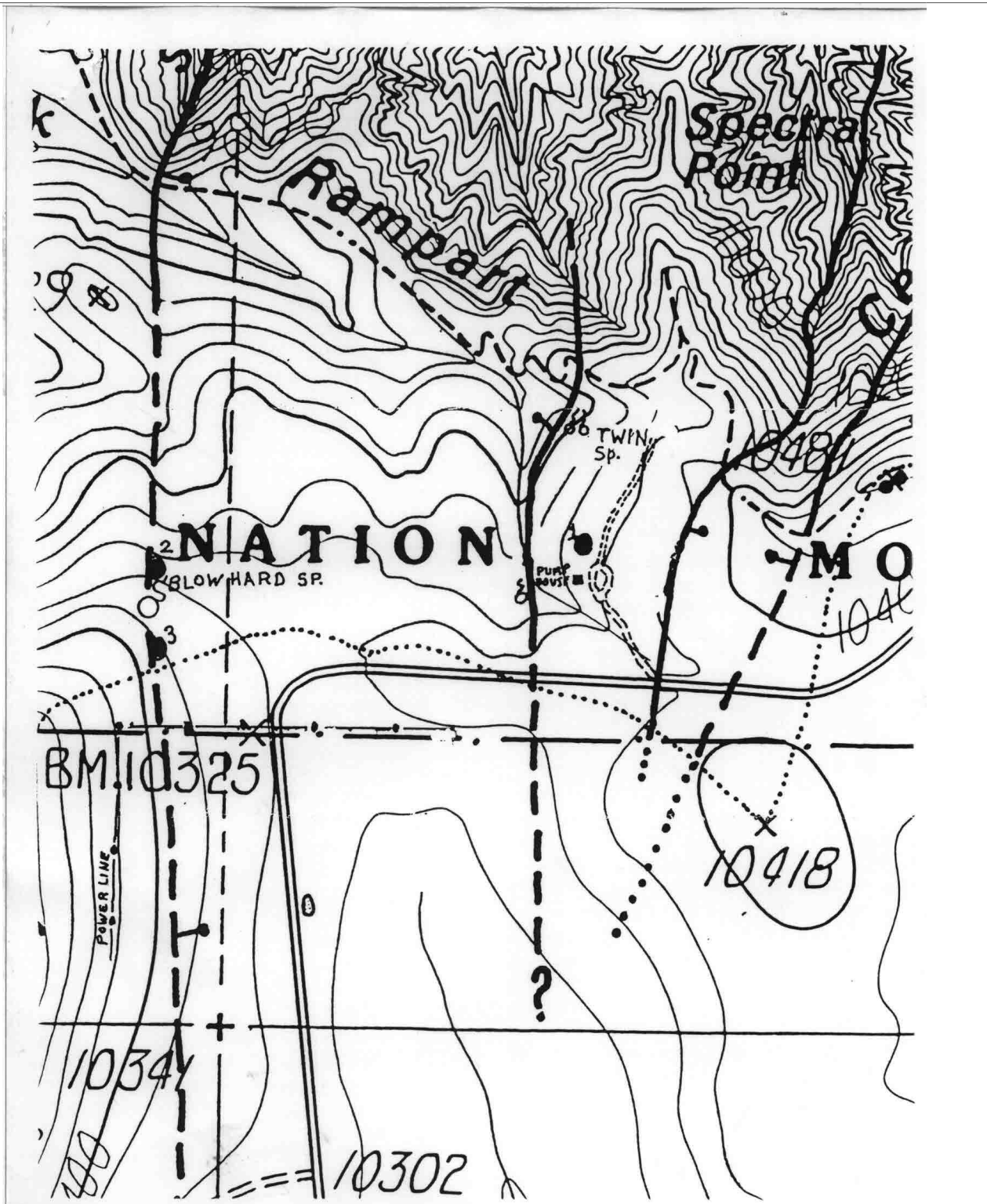
Prepare Drinking Water Source Protection Plan

Required within 1 year after the Preliminary Evaluation Report is approved.

File Proof of Beneficial Use with State Engineer

This will complete the process to change the water right

Evaluate the desirability of Abandoning and Reclaiming developments at Twin Spring





United States Department of the Interior

NATIONAL PARK SERVICE
CEDAR BREAKS NATIONAL MONUMENT
2390 West Highway 56, Suite 11
CEDAR CITY, UTAH 84720

IN REPLY REFER TO:

L54

September 8, 1999

Memorandum

To: Chief, Water Rights Branch,
Water Resources Division

From: Superintendent, Cedar Breaks National Monument

Subject: Approved Change Application Number 73-424 (a23462)

A copy of the Utah State Engineer's approval of a change application for water rights for the public water supply at Cedar Breaks National Monument is enclosed for your information and records. This change was filed on June 24, 1999 and approved August 25, 1999. It was intended to facilitate the drilling of a well to provide a more reliable water source that would be less subject to surface water influences.

The water rights involved are 73-424 and 73-1211 for Twin Springs and Blowhard Springs. These rights are effectively joined with that of a new well to be drilled at one of three possible locations. Only one productive well will be developed and all unsuccessful wells will be closed in a manner consistent with Utah Administrative Code. Funding has already been obtained and we now expect to drill in August or September of 2000. A Preliminary Evaluation Report will have to be submitted to the state Division of Drinking Water and approved prior to drilling.

If a water supply well is successfully established, it is our intent to close and officially abandon water developments at Twin Springs. Water developments at Blowhard Spring would be retained as an emergency supply only.

Please contact Dave Sharrow, Hydrologist, or me at 435-586-2765 with any questions regarding this project.

Sincerely,

Thomas E. Henry
Superintendent

Enclosure

cc: IMR - John Reber
WRD - Larry Martin
USPHS Denver - Barry Davis
CEBR - Robinson
ZION - Sharrow, Bradybaugh



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RIGHTS

Michael O. Leavitt
Governor
Kathleen Clarke
Executive Director
Robert L. Morgan
State Engineer

1594 West North Temple, Suite 220
PO Box 146300
Salt Lake City, Utah 84114-6300
801-538-7240
801-538-7467 (Fax)

August 25, 1999

USA National Park Service 73-424
Cedar Breaks National Monument
2390 West Highway 56, Suite 11
Cedar City, UT 84720

Dear Applicant:

RE: APPROVED CHANGE APPLICATION
NUMBER 73-424 (a23462)

This is your authority to proceed with the actual construction work under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof of beneficial use be made to the State Engineer on or before December 31, 2002; otherwise, the application will be lapsed.

Proof of beneficial use is evidence to the State Engineer that the water has been placed to its full intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location and the uses for the water. Your proof of change will become the basis for the extent of your water right.

Failure on your part to comply with the requirements of the statutes may result in forfeiture of this application. **It is the applicant's obligation to maintain a current address with this office. Please notify this office immediately of any change.**

Also enclosed are two post cards. You must give the Driller (Start) Card to the licensed driller with whom you contract to construct the well(s). The other card is the Applicant Card which is your responsibility to sign and return to this office immediately after final completion of the well. CAUTION: There may be local health department requirements for the actual siting of your well. Please check with the proper local authority before construction begins.

Your contact with this office, should you need it, is with the Cedar City Regional Office. The telephone number is (435)586-4231.

Sincerely,

A handwritten signature in cursive script, reading 'Robert L. Morgan'.

Robert L. Morgan, P.E.
State Engineer

RLM:et

Encl.: Memorandum Decision

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH

IN THE MATTER OF CHANGE APPLICATION)
) MEMORANDUM DECISION
NUMBER 73-424 (a23462))

Change Application Number 73-424 (a23462), in the name of USA National Park Service (for Cedar Breaks National Monument), was filed on June 24, 1999, to change the point of diversion of 0.08 cfs of water evidenced by Water Right Numbers 73-424 and 73-1211. Heretofore, the water has been diverted from Twin Springs (also known as "Shooting Star Spring") and from Blowhard Spring, at points located North 2590 feet and East 1860 feet from the SW Corner of Section 11, T37S, R9W, SLB&M. (Twin Springs); and in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, T37S, R9W, SLB&M (Blowhard Spring). The water has been used for recreational, domestic and sanitation uses in Cedar Breaks Lodge at Cedar Break National Monument.

Hereafter, it is proposed to divert 0.08 cfs of water from the springs as heretofore, but also from an 8-inch well, 100 feet to 500 feet deep, to be located at one of the following locations sites: (1) North 2190 feet and East 1600 feet from the NW Corner of Section 14; (2) North 2000 feet and West 320 feet from the NE Corner of Section 15; or (3) North 2680 feet and West 310 feet from the NE Corner of Section 15, all in T37S, R9W, SLB&M. The water is to be used as heretofore.

The application was advertised in The Daily Spectrum on July 8, 1999, and July 15, 1999, and was not protested. In evaluating the various elements of the underlying rights, it is the primary intention of the State Engineer to provide sufficient definition of the rights to assure that other vested rights are not impaired by the change without compensation and that no enlargement occurs. The applicant has submitted a memorandum geological report in support of the application which concludes that the proposed well locations would encounter water that is essentially the same water that would naturally appear at the springs, but being diverted at the well would enable better protection against potential surface contamination. It appears reasonable to believe that the proposed development can be approved without impairment nor enlargement if certain conditions are met.

It is, therefore, ORDERED and Application Number 73-424 (a23462) is hereby APPROVED subject to prior rights and the following conditions:

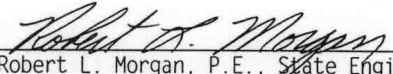
- 1) Any well drilled under this application and found unsuitable for the proposed uses shall be properly abandoned under the supervision of a licensed water well driller per Utah Administrative Code (R655-4-12).

MEMORANDUM DECISION
CHANGE APPLICATION NUMBER
73-424 (a23462)
PAGE 2-

- 2) This approval is limited to the right to divert and use water from the well to be drilled but does not grant any approvals related to the design, construction nor operation of a public water supply system. Such authority must be acquired separately.
- 3) The maximum rate of diversion from the existing and proposed sources is limited to 0.08 cfs (approximately 36 gallons per minute) from all sources combined, and the beneficial uses are limited to those already established in the underlying rights for this change application.

This Decision is subject to the provisions of Rule R655-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Decision. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 25th day of August, 1999.


Robert L. Morgan, P.E., State Engineer

RLM:KEC:et

Mailed a copy of the foregoing Memorandum Decision this 25th day of August, 1999, to:

USA National Park Service
Cedar Breaks National Monument
2390 West Highway 56, Suite 11
Cedar City, UT 84720

Scott Hacking, P.E.
District Engineer
Department of Environmental Quality
88 E Fiddlers Canyon Road, Suite H
Cedar City, UT 84720

BY: 
Eileen Tooke, Secretary

Jeffrey C. Hughes

April 24, 1997

L54(2380)
CEBR/Water Rights

Mr. Kerry Carpenter
Regional Engineer
State of Utah
Division of Water Rights
P.O. Box 506
Cedar City, UT 84721-0506

Re: National Park Service Water Right for Spring Flow at Cedar Breaks National
Monument (Application No. 9386, Certificate 1494, Water User Claim 73-1211)

correction relayed to
Mr. Carpenter during a
30 April 1997
telephone conversation.
J. Hughes
424

Dear Mr. Carpenter,

I have been informed by the Utah Division of Water Rights office in Richfield that the above-mentioned water right is presently listed in your records as being owned by both the National Park Service (NPS) and the Utah Parks Company. I am enclosing a copy of the Special Warranty Deed which serves as proof the water right has been donated by the Utah Parks Company to the NPS. We are sending this proof so you may correct your records.

If you have any questions concerning this request, please do not hesitate to contact me at (970) 225-3527.

Sincerely,

Jeffrey C. Hughes
Hydrologist

Enclosure

bcc: CEBR - Superintendent
2380 - McGlothlin, CEBR Docket #2
FNP:JHughes:mf:4/24/97:S:\WRBJCH\DUAL-CLM.FIX

ORIGINAL

C. D. No. 32482-17

SPECIAL WARRANTY DEED

THIS DEED, made this 31st day of December, 1971, between UTAH PARKS COMPANY, a corporation of the State of Utah, Grantor, party of the first part, and UNITED STATES OF AMERICA, Grantee, party of the second part,

WITNESSETH, That

WHEREAS, the Grantee desires to acquire the land, water rights, springs and water wells, hereinafter described in connection with the development and operation of the National Parks of the United States of America; and

WHEREAS, the Grantor is willing to donate said land, water rights, springs and water wells to the Grantee;

NOW THEREFORE, in consideration of the premises, the Grantor does by these presents, DONATE, REMISE, RELEASE and CONVEY unto the Grantee and unto its successors and assigns all of its right, title and interest in and to the following described lot or parcel of land located outside of the boundaries of Zion, Bryce and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument, situate, lying and being in the County of Garfield and State of Utah, to wit:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the west 3/4 of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 36 South, Range 4 West of the Salt Lake Base and Meridian, containing an area of 100 acres,

together with the Grantor's right, title and interest in and to water rights appurtenant to this property and also in and to the water rights, waters of all springs and water wells arising or located outside the boundaries of the aforementioned parks and monument, but used in conjunction with the Grantor's facilities located in said parks and monument, in Washington County, Utah, Garfield County, Utah, Coconino County, Arizona, and Iron County, Utah; and, also, together with the Grantor's right, title and interest in and to water rights and waters of all springs located within said parks and monument, including specifically the water rights from an unnamed spring located North 10° 54' West, 1,941 feet, from the Southwest corner of Section 11, Township 37 South, Range 9 West, SLBM, Iron County, Utah; and with all and singular the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances and all and every rights, roads, alleys, ways, waters, watercourses, liberties,

privileges, hereditaments, appurtenances and advantages there-
to belonging or in any way appertaining, including accretions
opposite to and fronting upon said land, and any means of
ingress or egress appurtenant thereto, 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 Grantor, either in
law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances; and with all the
right, title, and interest of the said Grantor in and to any
streets, alleys, roads, strips, gores, waters, watercourses,
or railroad rights-of-way or strips of land abutting, adjacent
to, adjoining or contiguous to or traversing the land de-
scribed and conveyed herein and any means of ingress or
egress appurtenant thereto.

SUBJECT, however, to existing easements for public
roads, public highways, public utilities, railroads and pipe-
lines.

EXCEPTING from this conveyance and RESERVING unto
the Grantor, its successors and assigns, forever, all minerals
and all mineral rights of every kind and character now known
to exist or hereafter discovered, including, without limiting
the generality of the foregoing, oil and gas and rights there-
to, together with the sole, exclusive and perpetual right to
explore for, remove and dispose of, said minerals by any
means or methods suitable to the Grantor, its successors and
assigns, but without entering upon or using the surface of
the lands hereby conveyed, and in such manner as not to damage
the surface of said lands or to interfere with the use thereof
by the Grantee, its successors or assigns, it being understood
that Grantor, when and if it exercises the rights excepted and
reserved under this conveyance, shall do nothing, and shall
not cause or permit anything to be done, that will in anyway
contaminate or deplete the water supply produced or developed
on the above described portions of said Section 34.

THIS PROPERTY IS BEING ACQUIRED BY THE NATIONAL PARK
SERVICE FOR THE UNITED STATES OF AMERICA.

TO HAVE AND TO HOLD, subject to the aforesaid ex-
ceptions, reservations, and other provisions, the said premi-
ses with all the rights and appurtenances thereunto belonging
unto the said Grantee, its successors and assigns, forever;
and the said Grantor hereby covenants with the said Grantee
that it will warrant and defend the title to the said premi-
ses unto the said Grantee, its successors and assigns, for-
ever, except as hereinbefore mentioned, against the lawful

claims of all persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, said Utah Parks Company has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed as of the 31st day of December, 1971.

In Presence of:

UTAH PARKS COMPANY,

By

President

Attest:

(Seal)

Assistant Secretary

130802

ENTRY NO. _____ RECORDED 1-16 1972 AT 9 AM

AT REQUEST OF Security Title Company

FEE \$5.00

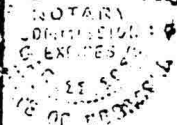
Deputy
RECORDER GARFIELD COUNTY, UTAH

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 31st day of December, 1971,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared J.C. KENEFICK, to me personally
known, and to me personally known to be the President
of UTAH PARKS COMPANY, and to be the same person whose name
is subscribed to the foregoing instrument, and who, being by
me duly sworn, did say that he is President of Utah
Parks Company; that the seal affixed to said instrument is t
the corporate seal of said corporation; and that said instru-
ment was signed and sealed on behalf of said corporation by
authority of its board of directors; and the said J.C. KENEFICK
acknowledged said instrument to be his free and
voluntary act and deed, and the free and voluntary act and
deed of said corporation, by it voluntarily executed, for the
uses specified therein.

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

My commission expires MARCH 11, 1975



R.E. Holmberg
Notary Public

Residing at OMAHA, NEBRASKA 68102

(Seal)

L54(RMR)PN

December 9, 1974

Gerald Stoker
State Engineer
P.O. Box 506
Cedar City, Utah 84720

Dear Mr. Stoker:

Enclosed per your request are copies of the quitclaim deed and recording data transferring water rights from the Union Pacific Railroad Company to the Utah Parks Company. These rights were subsequently donated to the National Park Service.

If we can be of further assistance please do not hesitate to contact us.

Sincerely yours,

/s/ WILLIAM MEKEEL

William L. Mekeel
Legal Assistant
Rocky Mountain Region

Enclosures

bcc:

RMR-PN, Mr. Mekeel w/enc.

WLMekeel:sg 12/9/74

UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

1416 DODGE STREET



OMAHA, NEBR. 68179

C-32482-31

C. BARRY SCHAEFER
Vice President and Western General Counsel
H. F. CORAY
Senior General Solicitor
WILLIAM P. HIGGINS
General Commerce Counsel
EDWARD A. DONAHOE
General Contract Counsel

J. J. BURCHELL
JEROME GIVEN
H. LUSTGARTEN, JR.
Assistant General Solicitors

ROBERT B. BATCHELDER
W. DONALD BOE, JR.
General Attorneys

JOHN J. CONNOR
R. F. NIEHAUS
VINCENT F. POWERS
D. SCOTT RAILSBACK
VALERIE W. SCOTT
Asst. General Attorneys

JOSEPH D. ANTHOFER
DANIEL P. MORISSEAU
Attorneys

October 2, 1974

Mr. William L. Mekeel
Legal Assistant
Rocky Mountain Regional Office
U.S. Department of the Interior
National Park Service
655 Parfet Street
P.O. Box 25287
Denver, Colorado 80225

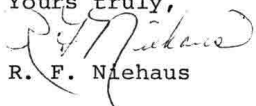
Dear Mr. Mekeel:

This supplements my letter to you of August 6 in connection with quitclaim deed from Los Angeles & Salt Lake Railroad Company, and its lessee, Union Pacific Railroad Company, to Utah Parks Company, covering all of the formers' right, title and interest, if any, in and to certain water rights in Washington, Garfield and Iron Counties, Utah, and in Coconino County, Arizona.

For your information, the recording data for the above-mentioned deed is as follows:

County	Date	Inst.No.	Book	Pages
Washington County, Utah	9-23-74	163128	159	361-362
Garfield County, Utah	8-30-74	133968	186	483-484
Iron County, Utah	8-26-74	174464	198	547-548
Coconino County, Ariz.	8-29-74	10050	518	601-602

Yours truly,


R. F. Niehaus

UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

1416 DODGE STREET



OMAHA, NEBR. 68179

C-32482-31

C. BARRY SCHAEFER
Vice President and Western General Counsel
H. F. CORAY
Senior General Solicitor
WILLIAM P. HIGGINS
General Commerce Counsel
EDWARD A. DONAHOE
General Contract Counsel

J. J. BURCHELL
JEROME GIVEN
H. LUSTGARTEN, JR.
Assistant General Solicitors

ROBERT B. BATCHELDER
W. DONALD BOE, JR.
General Attorneys

JOHN J. CONNOR
R. F. NIEHAUS
VINCENT F. POWERS
D. SCOTT RAILSBACK
VALERIE WILSON
Regional Office

JOSEPH D. ANTHOFER
DANIEL P. MORISSEAU
Attorneys

August 6, 1974

Mr. William L. Mekeel
Legal Assistant
Rocky Mountain Regional Office
United States Department of the Interior
National Park Service
655 Parfet Street
P.O. Box 25287
Denver, Colorado 80225

Dear Mr. Mekeel:

Pursuant to your letter of July 18, I am enclosing copy of executed quitclaim deed from Los Angeles & Salt Lake Railroad Company, and its lessee, Union Pacific Railroad Company, to Utah Parks Company, covering all of the formers' right, title and interest, if any, in and to certain water rights in Washington, Garfield and Iron Counties, Utah, and in Coconino County, Arizona.

I will furnish you the recording data following receipt of such information.

Yours truly,

R. F. Niehaus

Director	
Deputy Director	
NPS Mgmt.	
Administration	
Professional Svcs	
Coop. Activities	
Operations Eval.	
Public Affairs	
EEO	
Action Taken	

WDM
8/9/74

C. D. No. 32482-31

QUITCLAIM DEED

LOS ANGELES & SALT LAKE RAILROAD COMPANY, and its lessee, UNION PACIFIC RAILROAD COMPANY, corporations of the State of Utah, Grantors, hereby QUITCLAIM to UTAH PARKS COMPANY, a corporation of the State of Utah, Grantee, for One Dollar (\$1.00), all their right, title and interest, if any, in and to the water rights, waters of all springs and water wells arising or located outside the boundaries of Zion, Bryce and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument, but used in conjunction with the Grantee's facilities located in said Parks and Monument, in Washington County, Utah, Garfield County, Utah, Coconino County, Arizona, and Iron County, Utah; and in and to water rights and waters of all springs located within said Parks and Monument, including specifically the water rights from an unnamed spring located North 10° 54' West, 1,941 feet, from the Southwest corner of Section 11, Township 37 South, Range 9 West, SLBM, Iron County, Utah.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on their behalf by their officers thereunto duly authorized as of the 31st day of December, 1971.

In Presence of:

LOS ANGELES & SALT LAKE
RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY,

DE Whitten

By J. C. Hester
President

Attest:

Assistant Secretary (Seal)
Assistant Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of August, 1974,
before me, T. E. MIKKELSEN, a Notary Public in and
for said County and State, personally appeared J. C. KENEFICK,
known to me to be the President, and A. O. Mercer, known to
me to be the Assistant Secretary of LOS ANGELES & SALT LAKE
RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, the cor-
porations that executed the within instrument, and known to me
to be the persons who executed the within instrument on behalf
of the corporations herein named, and acknowledged to me that
such corporations executed the same pursuant to their Bylaws
or Resolutions of their Board of Directors.

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

(SEAL)



T. E. Mikkelsen
Notary Public in and for said
County and State



United States Department of the Interior

NATIONAL PARK SERVICE

MIDWEST REGION
1709 JACKSON STREET
OMAHA, NEBRASKA 68102

January 22, 1973

IN REPLY REFER TO:

L54(MWR)PSW
CEBR/WR#1 (alien)

☒	Superintendent	<i>AK</i>
☐	Secretary	
☐	Administration	
☐	Ops. & Maint.	
☐	Ranger Services	
☐	Interpretation	
☐	COPY 1	
☐	ALL DIVISIONS	
☐		
☒	Cedar Breaks	<i>AK</i>
☐	Pipe Spring	

Memorandum

To: Superintendent, Cedar Breaks National Monument

From: Associate Director, Professional Support, MWR

Subject: Union Pacific/Utah Parks Company Donation, Cedar Breaks NM

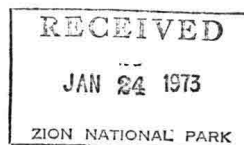
Enclosed is data concerning Water Right Application 9386 that we recently acquired from the Union Pacific Railroad. This information should be filed in Alien Water Right Docket No. 1. We are in the process of acquiring the deed that has been filed with the County of Iron, Utah. This will show the acquisition of the water right by the United States of America. We will transmit this information to you when it becomes available and ask that Alien Water Right Docket No. 1 be made Park Service Docket No. 2. We will also notify the Utah State Engineer of this transaction and ask that the Certificate be made out in our name.

John Kawamoto
John Kawamoto

Enclosure

cc:

WASO-PN w/enc Please file enc
in Alien WR# 1 as noted.
Utah State Director





UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

SUITE 3425, FEDERAL BUILDING
125 SOUTH STATE STREET
SALT LAKE CITY, UTAH, 84111

January 2, 1963

Best Copy
possible.

Original in
CEBR 01

Memorandum

To: Regional Director, Southeast Region, National Park Service,
P. O. Box 786, Santa Fe, New Mexico 87501

From: Regional Solicitor, Salt Lake City, Utah 84111

Subject: ~~Official Determination of Water Rights in Beaver River-Escalante Valley~~
~~as determined by the United States Attorney General and the~~
~~Department of the Interior, officially served with process on December 19, 1962, on the~~
~~following matters:~~

1. Proposed Determination of Water Rights in Beaver River-
Escalante Valley, Cedar City Valley Division, Case No. 73 (Books
1-4); and
2. Proposed Determination of Water Rights in Beaver River-
Escalante Valley, Parowan Valley Division, Case No. 75 (Books 1-3).

Because of this official service it is now incumbent on us to inform
the United States Attorney as to any objections or protests on behalf
of Department of the Interior agencies that need to be made with respect
to the proposed determinations.

I have examined the proposed determinations described above. In the
Parowan Division no water rights have been included for the Park
Service, but in the Cedar City Valley Division one water right is
listed. It is described as Application No. 35622, Water Users Claim
No. 1211, Twin Spring Area, located in Section 11, Township 37 South,
Range 9 West, Salt Lake Base and Meridian (Cedar Breaks National Monu-
ment). The proposed determination lists this right as a pending
application on Page 365 of Book No. 4, Cedar City Valley Division,
"Proposed Determination of Water Rights in Beaver River-Escalante
Valley." I assume that your Cedar Breaks office has already received
a copy of this proposed determination. Would you advise me by
February 23, 1963, of any protests or objections that need to be made
with respect to these determinations. These protest and objections,
if any, should relate to the rights of the United States National Park
Service, which are not properly recognized in the determinations as
well as to any private rights which you regard as being improperly
included in the determinations and which adversely affect your agency.

As part of the procedure in the adjudication, it is necessary that Water Users Claim No. 1211 be executed on behalf of the National Park Service and forwarded to the United States Attorney through me for filing in court. It is the practice of the Utah State Engineer's Office to prepare the water users' claim forms as part of the preliminary work leading to the publication of the State Engineer's proposed determination. Your field personnel for Cedar Breaks National Monument are probably fully familiar with this matter and may be able to assist in getting this claim to you or the appropriate officer, for signature.

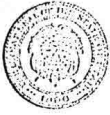
If I can assist you in this matter, please let me know.



J. Stuart McManster
Regional Solicitor

cc: National Park Service
San Francisco Planning and Service Center
Office of Land and Water Rights
140 Golden Gate Avenue, Box 3883
San Francisco, California 94102

Enclosed is a
copy of the
Springdale, Utah



THE STATE OF UTAH
OFFICE OF STATE ENGINEER
SALT LAKE CITY
December 12, 1966

Hubert C. Lambert
HUBERT C. LAMBERT
STATE ENGINEER

U. S. Dept. of Interior
National Park Service
Office of Land and Water Rights
450 Golden Gate Ave., Box 36063
San Francisco, California 94102

Attention: Manuel Morris, Supervisory Hydraulic Engineer

Gentlemen:

RE: 154 LWSSC
APPLICATIONS NOS. 9386 (73-424) AND
35622 (73-1211), CEDAR CITY VALLEY
DETERMINATION

In reference to your letter of December 5, 1966, and to your telephone conversation with Mr. Donald G. Stewart, Chief Appropriations Engineer of this office, on Friday, December 9th, please be advised of the following filings recorded in this office within Sections 10, 11 and 12, T37S, R9W, SLB&M. Copies of the filings are enclosed.

Application No. 9386, Certificate No. 1494, in the name of Utah Parks Company, evidences the right to divert 0.06 sec.-ft. of water from an unnamed spring located at a point N. 10°54' W. 1941 ft. from SW Cor. Sec. 11, T37S, R9W. The water is collected and conveyed by pipe line to a storage tank, from which it is released and used during the entire year for domestic and culinary purposes at the Cedar Breaks Lodge located within NW 1/4 Sec. 11. This water right is covered by Water Users Claim 73-424 in the Cedar City Valley Determination.

Application No. 35622, Water Users Claim 73-1211, Cedar City Valley Determination, in the name of U.S. Dept. of Interior, National Park Service, Southwest Region, seeks to appropriate 0.02 sec.-ft. of water from Twin Springs, at a point N. 35°43'40" E. 3186.19 ft. from SW Cor. Sec. 11, T37S, R9W. The water is collected and conveyed by pipe line to the existing storage tank and released and used during the entire year for domestic purposes at Cedar Breaks Lodge for visitors and permanent residents. This application has a present proof due date of December 31, 1966. A formal request for extension of time has been filed with this office regarding this proposed development.

We also have knowledge of a spring located approximately at a point N. 750 ft. and E. 200 ft. from W 1/4 Cor. said Sec. 11. However, this spring has not been recorded in this office, establishing any use made of the water.

Yours very truly,

Mildred Evans
Mildred Evans,
TECHNICAL COORDINATOR, APPROP. DIV.

ME/s
Encs.

MORRIS

MORRIS

SAN FRANCISCO PLANNING AND SERVICE CENTER
Office of Land and Water Rights
450 Golden Gate Avenue, Box 36063
San Francisco, California 94102
December 5, 1966

L54 LWSSC
(CEBR-Gen)

Mr. Hubert C. Lambert
Office of State Engineer
403 State Capitol
Salt Lake City, Utah

Dear Sir:

We would appreciate being advised of any applications, permits, licenses or other water rights of record known to your office to waters within or adjacent to that portion of the Cedar Breaks National Monument, Iron County, included in Township 37 South, Range 9 West, Sections 10, 11 and 12.

We would be grateful if you would please call me, or in my absence Mr. George Downie, 415-556-8660, collect, as soon as possible. Your written reply can follow.

Sincerely,

(Sgd) MANUEL MORRIS

Manuel Morris
Supervisory Hydraulic Engineer

GDownie/bb 12-5-66

DUPLICATE CERTIFICATE OF APPROPRIATION OF WATER

Form F-20-A

APPLICATION NO. 3386

SEWER

SEWER

WATER DIVISION

CERTIFICATE NO. 1444

Water Does Not
Utah Parks Company Dated 6-3-30

the State of Utah, that the appropriation of water from

Utah, it has been made to appear to the satisfaction of the undersigned, State Engineer of

by ~~Los Angeles and Salt Lake Railroad Company~~

at Unad Spring

in Iron

County, made

therefor, received in the office of the State Engineer on the 5th day of September 1925 and recorded on page 306 in book No. 4

of the record of applications to appropriate water; therefore, Be it known that I, Geo. L. Bacon, State Engineer of

of Utah, 1919, "Water Rights and Irrigation," do hereby certify that the said Los Angeles and Salt Lake Railroad Company

of Salt Lake City in Salt Lake County, State of Utah, is entitled to the use of Six Hundredths (.06) of a

cubic feet of water per second, subject to the following restrictions, to-wit:

The water is diverted from said unnamed spring at its point of issuance which bears N. 10°54' W. 1941 ft. from SW Cor. Sec. 11, T. 37 S., R. 9 W., S.L.B.L. The diverting works consist of a concrete intake box, a pipe line 4400 ft. long varying from 3 inches to 2 inches in diameter, a pump house, gas engine and pump located at Station 19+50 and a galvanized iron tank having a capacity of 8000 gallons. The water is used from January 1 to December 31 inclusive of each year for domestic & culinary purposes by the Applicant at the Cedar Breaks Lodge located in the NW 1/4 of Sec. 11, T. 37 S., R. 9 W., S.L.B.L. This use consumes all of said water.

The diverting works must be maintained in such condition as will prevent an unreasonable loss of water.

The date of the appropriation is September 5, 1925

In witness whereof, I have hereunto set my hand and affixed the seal of my office this FIRST day of OCTOBER A. D. 1925

Geo. L. Bacon
STATE ENGINEER

C O P Y

(ORIGINAL)

CERTIFICATE OF APPROPRIATION OF WATER
STATE OF UTAH

CERTIFICATE NO. 1404APPLICATION NO. 3386PRIORITY NO. B

SEVIER RIVER

WATER DIVISION

WHEREAS, It has been made to appear to the satisfaction of the undersigned, State Engineer of the State of Utah, that the appropriation of water from the An Unnamed Spring in Iron County Water Division, made by Los Angeles and Salt Lake Railroad Company has been perfected in accordance with the application therefor, dated September 5th, 1925, and recorded in the office of the State Engineer on page 306 in Book D-4 of the record of applications to appropriate water; WHEREFORE, Be it known that I, Geo. M. Bacon, State Engineer of the State of Utah, under and by authority and direction of the provisions of Chapter 108 of the Session Laws of Utah of 1905, as amended by Chapter 156 of the Session Laws of Utah, 1907, and Chapter 62 of the Session Laws of Utah, 1909, on "Water Rights and Irrigation," do hereby certify that the said Los Angeles and Salt Lake Railroad Company of Salt Lake City, in Salt Lake County, State of Utah, is entitled to the use of Six Hundredths (.06) of a cubic foot of water per second, subject to the following restrictions, to-wit:

The water is diverted from said unnamed spring at its point of issuance which bears N. 105° 34' W. 1941 ft. from SW. Cor. Sec. 11, T. 37 S., R. 9 W. S.L.B.M. The diverting works consist of concrete intake box, a pipe line 4400 ft. long varying from 3 inches to 2 inches in diameter, a pump house, gas engine and pump located at Station 19450 and a galvanized iron tank having a capacity of 8000 gallons. The water is used from January 1 to December 31 inclusive of each year for domestic & culinary purposes by the applicant at the Cedar Breaks Lodge located in the NW¼ of SE¼ of Sec. 11, T. 37 S., R. 9 W., S.L.B.M. This use consumes all of said water.

The diverting works must be maintained in such condition as will prevent an unreasonable loss of water.

The date of the appropriation is September 5, 1925, and the priority number of the right is No. B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office this FIRST day
of OCTOBER A.D. 1926.

/s/ Geo. M. Bacon

STATE ENGINEER

Form F-6-11-22-40-2M

Application No. **9386**

Application to Appropriate Water for Domestic and Municipal Purposes

STATE OF UTAH

Cedar City, Utah
August 18, 1923

Do not fill out this blank until you have read carefully and thoroughly understand the Rules and Regulations on the back hereof and all the notes in the body of it.

For the purpose of acquiring the right to use a portion of the unappropriated water of the State of Utah, for domestic and municipal purposes, Application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of the Laws of Utah.

NOTE.—The information given in the following blanks should be free from explanatory matter, but when necessary a complete supplementary statement should be made on the following page under the heading "Explanatory."

- The name of the applicant is Los Angeles & Salt Lake Railroad Co.
- The post-office address of the applicant is Omaha, Nebraska
- The quantity of water to be appropriated is 0.06 second-feet or 91 acre-feet
(See Note on following page)
- The water is to be used each year from January 1 to December 31 incl.,
(Month) (Day) (Month) (Day)
and stored each year (if stored) from to incl.
(Month) (Day) (Month) (Day)
- The drainage area to which the direct source of supply belongs is Sovier River
(Leave blank)
- The direct source of supply is Spring (Name Unknown)
(Name of stream or other source)
which is tributary to , tributary to

*NOTE.—Where water is to be diverted from a well or a tunnel, the source should be designated as "Underground Water" in the first space and the remaining spaces should be left blank. If the source is a stream, a spring, a spring area, or a drain, so indicate in the first space, giving its name, if named, and in the remaining spaces, designate the stream channels to which it is tributary, even though the water may sink, evaporate, or be diverted before reaching said channels. If water from a spring flows in a natural surface channel before being diverted, the direct source should be designated as a stream and not a spring.

- The point of diversion from stream, spring, spring area, drain, well (flowing or pump), tunnel, or
(Strike words not needed)
 is in Iron county, situated at a point*
in Section 10 Twp. 37 South Range 9 West of Salt Lake Base and Meridian which
point is North 10° 54' West 1941 feet from Section Corner 10, 11, 14 & 15 Twp.
37 South Range 9 West Salt Lake Base & Meridian as shown on blue print attached.

*NOTE.—The point of diversion must be located definitely by course and distance or by rectangular distances, with reference to some United States land corner or United States mineral monument, if within a distance of six miles of either, or if a greater distance, to some prominent and permanent natural object. (Also see note at top of following page.)

No Application will be received in which the point of diversion is not described definitely. Any change made in this description after Application is received and before approved will bring down the priority of Application to the date when the amendment is made of record in the State Engineer's office.

- The diverting and carrying works will consist of Masonry or Concrete Head box and pipe line.
- The cross section of the diverting channel will be 
(Strike out ones not needed)
- The diverting works and diverting channel will be constructed of concrete, wood, iron, or concrete
(Strike out words not needed)
- The length of the diverting channel, exclusive of laterals, will be approximately 4000 feet
- The top width of the diverting channel will be (if a ditch) feet
- The bottom width of the diverting channel will be (if a ditch) feet
- The depth of water in the diverting channel will be (if a ditch) feet
- The width of the diverting channel will be (if a flume) feet
- The depth of water in the diverting channel will be (if a flume) feet
- The diameter of the diverting channel will be (if a pipe) 15 inches
- The grade of the diverting channel will be approximately 88 feet per thousand
Tributary to Honey Creek Tributary to Sovier R. S.D.P.

*See written proof

EXPLANATORY

NOTE.—The second sace provided in Paragraph 3 on page 1 must not be used except when storage is contemplated; in such case Paragraph 4 (first line) should indicate the time in each year during which the water will be released and used. The lands to be inundated by the reservoir must be described in the space below this note as nearly as may be and by government subdivisions if upon surveyed land, and the area of the reservoir when at full stage should be given in acres.

If the Reservoir is Located on the Channel of the Source from which the water is to be appropriated, it should be so stated in the space below, and—

1. The location of the center of the impounding dam should be described in Paragraph 7.
2. The point where the released storage will be rediverted from the natural stream should be described in the space below in accordance with the note under Paragraph 7.

When Water is Not Stored in the Natural Channel of the Source from which it is to be appropriated, it should be so stated in the space below, and—

1. The point of diversion from the supplying source should be described in Paragraph 7.
2. The center of the impounding dam and the point where the released storage will be rediverted from a natural channel should be described below in accordance with the note under Paragraph 7.

In all cases Paragraphs 8 to 18, inclusive, should describe the entire diverting works, exclusive of natural channels and laterals, even if already constructed in whole or in part.

If Application is Made for the Water of a Number of Springs, or other sources collected at a common point, said point should be described as the point of diversion in Paragraph 7 and the point of diversion from each source should also be described below, in accordance with the note in Paragraph 7. The quantity of water sought from each source should be indicated below, the total equalling the quantity specified in Paragraph 3. Where the source of supply is in reality a spring area, the point of diversion is the point where the water is collected; in such case the exterior boundary of the spring area must be described below by metes and bounds and located with reference to a point as outlined by the note under Paragraph 7.

The following additional facts are set forth in order to define more clearly the full purpose of the proposed appropriation:

After being collected the water will be pumped approximately 4000 feet thro pipe line to site of proposed Lunch Pavilion situated in Section 11 Twp. 37 South R 9 W of SLDAH as shown on attached map and there used for domestic and culinary purposes.

Based on result of observations to be carried on during the Summer size of pipe may be changed depending on actual amount of water developed.

LOS ANGELES AND SALT LAKE RAILROAD COMPANY

By R. L. Rustley /s/
Chief Engineer

Signature of Applicant*

*If applicant is a corporation or other organization, signature must be in the name of such corporation or organization by its proper officer. If a corporation, the affidavit below need not be filled in. If there are more than one applicant, a power of attorney, authorizing one to act for all should accompany the Application.

STATE OF UTAH,

County of _____

ss.

On the _____ day of _____, 19____, personally appeared before me, a notary public for the State of Utah, the above applicant who, on oath, declared that he is a citizen of the United States.

My commission expires _____

(SEAL)

Notary Public.

(This page is not to be filled in by applicant)

State Engineer's Endorsements

- 4:50 p.m.
Sept. 5, 1923
1. Application received over counter in State Engineer's office by.....
by mail
 2. Priority of Application brought down to, on account of.....
 3. Sept. 5, 1923 Fee for filing Application, \$ 2.50, received by.....
 4. Application copied in book....., page....., and indexed by.....
 5. Application platted by.....
 6. Oct. 8, 1923 Application examined by and filed
 7. Application returned, with letter, to..... for correction
 8. Corrected Application resubmitted over counter to State Engineer's office.
by mail
 9. Fee for publishing notice requested.
 10. Oct. 18, 1923 Fee for publishing notice, \$ 15.00, received by.....
 11. Application approved for advertisement by.....
 12. Notice to water users prepared by.....
 13. Nov. 2, 1923 Publication began; was completed Nov. 30, 1923
Notice published in Iron County Record
 14. Proof slips checked by.....
 15. Application protested by.....
 16. Application designated for approval by.....
rejection
 17. Fee for approving Application requested.....
 18. Jan. 21, 1924 Fee for approving Application, \$2.50, received by.....
 19. Application proofread by.....
 20. Jan. 28, 1924 Application approved and returned to applicant c/o Thos. S. Bult
~~Rejected~~

This Application is approved, subject to prior rights, if any, on the following conditions:

1. Actual construction work shall begin within six months from date of approval.
2. Proof of Appropriation shall be submitted to the State Engineer's office by June 1, 1925
3.

R. E. Caldwell /2/

State Engineer.

21. Time for making Proof of Appropriation extended to Dec. 1, 1926
22. Sept. 13, 1926 Proof of Appropriation submitted.
23. Fee for filing Proof of Appropriation, \$1.00, received by.....
24. Fee for filing maps, profiles and drawings, \$5.00, received by.....
25. Sept. 13, 1926 Fee for issuing Certificate of Appropriation, \$1.00, received by.....
26. Oct. 1, 1926 Certificate of Appropriation, No. 1494, issued

I HEREBY CERTIFY that the foregoing is a true copy of the Application by.....
to appropriate water and of the endorsements therein as shown by the records of my office on the date given below.

Salt Lake City, Utah, 19.....

9386

Recorded Sept. 10 1923 State Engineer.

Application No.

NOTICE TO APPLICANT

The approval of this Application is not a Certificate of Appropriation. It is merely your authority to begin construction work, which must be commenced within six months from the date of approval of this Application and prosecuted diligently to completion. To secure a Certificate of Appropriation under this Application, Proof of Appropriation must be submitted within the time limit allowed by the State Engineer. The amount of water for which Certificate will be issued will depend upon the amount of water actually put to a beneficial use, not to exceed, however, the amount of water specified in this Application. Proof of Appropriation must be made in accordance with the requirements of the law. For further information write the State Engineer.

(Not to be filled in by applicant)

No.
APPLICATION

OF

TO
APPROPRIATE WATER
FROM

IN

FOR
**DOMESTIC AND MUNICIPAL
PURPOSES**

Rules and Regulations

All waters in this state, whether above or under the ground, are the property of the public, subject to all existing rights to the use thereof. No appropriation of the unappropriated public water may be made and no rights to the use thereof shall be recognized except Application for such appropriation first be made to the State Engineer.

The application must be signed by the applicant at the bottom of page 2 and the affidavit relating to citizenship, acknowledged before a Notary Public before the Application be received by the State Engineer.

An Application shall not be made for more than one purpose, except where the secondary purpose is a necessary incident to the primary one; as for instance, an Application for irrigation purposes may specify domestic purposes as a necessary incident.

An Application made to appropriate water for use in a single system with one or more points of diversion or sources of supply, or both, whether the water be commingled or not, may be accepted if made by one person or by a corporation, if and when the points of diversion be in close proximity or located in contiguous sections by government survey; provided, however, that the quantity of water sought, also tie to section corner, be given for each point of diversion.

In case a material error is made in the description of the point of diversion, or in case any error is made the correction of which would enlarge the rights sought in an Application after its receipt in the State Engineer's office, then such error may be corrected, but the priority date of the Application will be changed to the time when the corrected Application is resubmitted in the State Engineer's office; and, if the notice to water users has been published, the State Engineer may in his discretion cause a revised notice to be published at the expense of the applicant.

When there are two or more coapplicants the Application must be accompanied by a power of attorney, together with a fee of \$1.00, authorizing one to act for all.

The applicant's permanent address should be given in Paragraph 2, and the State Engineer notified promptly of any change in address; otherwise applicant may lose rights initiated by Application by failing to receive notices sent from the State Engineer's office.

No Application or other paper pertaining to an Application will be marked received unless accompanied with the required filing fee.

Applications accepted and numbered by the State Engineer, when returned to applicant for correction or additions, must be amended with red ink. Erasures must not be made, but any matter may be eliminated by running a red line through it. Corrected Applications must be resubmitted to the State Engineer's office, within sixty days from the date of State Engineer's letter returning Application for correction; otherwise the Application will lapse.

Applicants will be informed by the State Engineer's office when cost of publishing notice of Application is due, and must advance cost within sixty days after date of notice, otherwise Application will lapse.

Fees Required by Law Payable to State Engineer

For filing Application to appropriate 10 second-feet of water or less	\$2.50
and additionally, \$1.00 for each second-foot above 10.	
For filing Application to appropriate 500 acre-feet of water or less	2.50
and additionally, 2 cents for each acre-foot above 500.	
When the filing fee on any Application to appropriate water shall exceed \$1,000.00, the balance of the fee in excess of \$1,000.00 may, at the option of the applicant, be paid at the time the Proof of Appropriation is submitted.	
For approving and recording completed Application	2.50
For examining and filing written Proof of Appropriation	1.00
For examining and filing map, profile and drawings that are part of the Proof of Appropriation	5.00
For issuing Certificate of Appropriation	1.00
For filing and examining paper of assignment	1.00
For filing protests against the granting of Application or answers thereto	1.00
For filing an affidavit or any other paper	1.00

NOTE.—Applicants will save time and expense by familiarizing themselves with the law before making Application.

April 24, 1997

Cedar Breaks National Monument

Water Rights transfer from Utah Parks (App. 9386, Cert. 1494, WUC # 73-1211)

This water right was donated to the National Park Service on December 31, 1971 by the Utah Parks Company by a Special Warranty Deed (copy of deed attached). The Warranty Deed mentions only that this water right was transferred to the NPS, no land for this area is mentioned. The NPS Land Status map shows that the land encompassing the spring was acquired from the U.S. Forest Service. It is likely that the Utah Parks Company had a water right for the spring and did not own any of the land.

ORIGINAL
C. D. No. 32482-17

SPECIAL WARRANTY DEED

THIS DEED, made this 31st day of December, 1971, between UTAH PARKS COMPANY, a corporation of the State of Utah, Grantor, party of the first part, and UNITED STATES OF AMERICA, Grantee, party of the second part,

WITNESSETH, That

WHEREAS, the Grantee desires to acquire the land, water rights, springs and water wells, hereinafter described in connection with the development and operation of the National Parks of the United States of America; and

WHEREAS, the Grantor is willing to donate said land water rights, springs and water wells to the Grantee;

NOW THEREFORE, in consideration of the premises, the Grantor does by these presents, DONATE, REMISE, RELEASE and CONVEY unto the Grantee and unto its successors and assigns all of its right, title and interest in and to the following described lot or parcel of land located outside of the boundaries of Zion, Bryce and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument, situate, lying and being in the County of Garfield and State of Utah, to wit:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the west $\frac{3}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 36 South, Range 4 West of the Salt Lake Base and Meridian, containing an area of 100 acres,

together with the Grantor's right, title and interest in and to water rights appurtenant to this property and also in and to the water rights, waters of all springs and water wells arising or located outside the boundaries of the aforementioned parks and monument, but used in conjunction with the Grantor's facilities located in said parks and monument, in Washington County, Utah, Garfield County, Utah, Coconino County, Arizona, and Iron County, Utah; and, also, together with the Grantor's right, title and interest in and to water rights and waters of all springs located within said parks and monument, including specifically the water rights from an unnamed spring located North 10° 54' West, 1,941 feet, from the Southwest corner of Section 11, Township 37 South, Range 9 West, SLBM, Iron County, Utah; and with all and singular the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances and all and every rights, roads, alleys, ways, waters, watercourses, liberties,

privileges, hereditaments, appurtenances and advantages there-
to belonging or in any way appertaining, including accretions
opposite to and fronting upon said land, and any means of
ingress or egress appurtenant thereto, 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 Grantor, either in
law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances; and with all the
right, title, and interest of the said Grantor in and to any
streets, alleys, roads, strips, gores, waters, watercourses,
or railroad rights-of-way or strips of land abutting, adjacent
to, adjoining or contiguous to or traversing the land de-
scribed and conveyed herein and any means of ingress or
egress appurtenant thereto.

SUBJECT, however, to existing easements for public
roads, public highways, public utilities, railroads and pipe-
lines.

EXCEPTING from this conveyance and RESERVING unto
the Grantor, its successors and assigns, forever, all minerals
and all mineral rights of every kind and character now known
to exist or hereafter discovered, including, without limiting
the generality of the foregoing, oil and gas and rights there-
to, together with the sole, exclusive and perpetual right to
explore for, remove and dispose of, said minerals by any
means or methods suitable to the Grantor, its successors and
assigns, but without entering upon or using the surface of
the lands hereby conveyed, and in such manner as not to damage
the surface of said lands or to interfere with the use thereof
by the Grantee, its successors or assigns, it being understood
that Grantor, when and if it exercises the rights excepted and
reserved under this conveyance, shall do nothing, and shall
not cause or permit anything to be done, that will in anyway
contaminate or deplete the water supply produced or developed
on the above described portions of said Section 34.

THIS PROPERTY IS BEING ACQUIRED BY THE NATIONAL PARK
SERVICE FOR THE UNITED STATES OF AMERICA.

TO HAVE AND TO HOLD, subject to the aforesaid ex-
ceptions, reservations, and other provisions, the said premi-
ses with all the rights and appurtenances thereunto belonging
unto the said Grantee, its successors and assigns, forever;
and the said Grantor hereby covenants with the said Grantee
that it will warrant and defend the title to the said premi-
ses unto the said Grantee, its successors and assigns, for-
ever, except as hereinbefore mentioned, against the lawful

claims of all persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, said Utah Parks Company has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed as of the 31st day of December, 1971.

In Presence of:

UTAH PARKS COMPANY,

By JC. Hensley President

Attest:

D. H. Kelley (Seal)
Assistant Secretary

130802

ENTRY NO. _____ RECORDED 1-16-1973 AT 9 AM

AT REQUEST OF Security Title Company

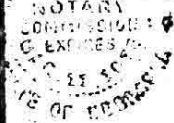
FEE \$5.00 Lyle W. Miller Deputy
RECORDER GARFIELD COUNTY, UTAH

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 31st day of December, 1971,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared J.C. KENEFICK, to me personally
known, and to me personally known to be the President
of UTAH PARKS COMPANY, and to be the same person whose name
is subscribed to the foregoing instrument, and who, being by
me duly sworn, did say that he is President of Utah
Parks Company; that the seal affixed to said instrument is t
the corporate seal of said corporation; and that said instru-
ment was signed and sealed on behalf of said corporation by
authority of its board of directors; and the said J.C. KENEFICK
_____ acknowledged said instrument to be his free and
voluntary act and deed, and the free and voluntary act and
deed of said corporation, by it voluntarily executed, for the
uses specified therein.

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

My commission expires MARCH 11, 1975



R.E. Holmberg
Notary Public

Residing at OMAHA, NEBRASKA 68102

(Seal)

CORPORATION WARRANTY DEED

Tract #

THIS DEED, Made this day of , 19 ,
 between Utah Parks Company,
 A corporation duly organized and existing under and by
 virtue of the Laws of the State of Utah,
 Grantor, of the first part, and THE UNITED STATES OF
 AMERICA and assigns, Grantee, of the second part:

WITNESSETH, That the said party of the first part, for
 and in consideration of the sum of \$1.00 and other
 good and 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,
 transferred, bargained, sold, conveyed, set over and delivered, and by these
 presents does grant, bargain, sell, convey, set over, deliver and confirm with
 all legal warranties and with full substitution and subrogation in and to all
 the rights and actions of Warranty which Grantor has or may have against all
 preceding owners and grantors, unto the UNITED STATES OF AMERICA and its assigns
 forever, a fee simple title in and to all the following described lot or parcel
 of land, situate, lying and being in the County of Garfield and State
 of Utah , to-wit:

Together with the Grantor's right, title and interest in and to water
 rights appurtenant to this property, and water rights located in Zion,
 Bryce and Grand Canyon National Parks and Cedar Breaks National Monument.
 Also, the Grantor's right, title and interest in and to the water rights,
 waters of all springs and water wells arising or located outside the
 boundaries of the aforementioned parks and monument, but used in con-
 junction with the Grantor's facilities located in Zion, Bryce and Grand
 Canyon National Parks and Cedar Breaks National Monument in Washington
 County, Utah, Garfield County, Utah, Coconino County, Arizona and Iron
 County, Utah respectively, and specifically water rights from an
 unnamed spring located North 10° 54' West, 1,941 feet, from the
 Southwest corner of Section 11, Township 37 South, Range 9 West,
 SLBM, Iron County, Utah.

THIS PROPERTY IS BEING ACQUIRED BY THE NATIONAL PARK SERVICE FOR THE UNITED
 STATES OF AMERICA.

TOGETHER with all and singular the buildings and improvements thereon, and all
 rights, hereditaments, easements and appurtenances and all and every rights,
 roads, alleys, ways, waters, watercourse, liberties, privileges, hereditaments,
 appurtenances and advantages thereto belonging or in any way appertaining,
 including accretions opposite to and fronting upon said land, and in any means
 of ingress or egress appurtenant thereto, 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.

TOGETHER with all the right, title, and interest of the said Grantor in and
 to any streets, alleys, roads, strips, gores, waters, watercourses, or railroad
 rights-of-way or strips of land abutting, adjacent to, adjoining or contiguous
 to or traversing the land described and conveyed herein and in any means of
 ingress or egress appurtenant thereto.

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

TO HAVE AND TO HOLD the said tract of land, buildings, hereditaments and premises above bargained and described and intended so to be with the appurtenances unto the UNITED STATES OF AMERICA and its assigns in fee simple FOREVER. And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the UNITED STATES OF AMERICA and its assigns, that at the time of the conveying and delivery of these presents, it 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 encumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the UNITED STATES OF AMERICA and its 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, and that said Grantor will execute such other and further assurances thereof as may be requisite.

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

Attest: _____

Secretary

By _____
President

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, in the year _____, before me _____, personally appeared _____ known to me to be the _____ of the Corporation that executed the within instrument.

In witness whereof I hereunto set my hand and official seal,

(SEAL)

(Signature)

(Title)

(My Commission expires _____)

MEASUREMENT OF SPRING OUTFLOW - 1975
(Gallons Per Minute)

	14 July	21 July	28 July	4 August	11 August	18 August	25 August	1 September	8 September
Primary Spring	30	20	15	12	10.6	-	9	8.6	7.8
Secondary Spring	6	5.3	5.6	5.5	4.9	-	4.2	3.7	3.6
Pumphouse Overflow	18	20	13.8	11.3	10.6	-	8.6	8.6	

Other Supporting Information



United States Department of the Interior
NATIONAL PARK SERVICE

WATER RESOURCES DIVISION
301 SOUTH HOWES ST., ROOM 353
FT. COLLINS, COLORADO 80521

July 31, 1991



IN REPLY REFER TO:

L54(479)
RMR/Water Rights

Andy Walch, Attorney
U.S. Department of Justice
Land and Natural Resources Division
999 18th Street, Suite 945
Denver, Colorado 90294

Re: Request For Information Concerning Any Water Right Claims
Filed For Cedar Breaks National Monument, in Utah

Dear Andy:

As part of the Resources Management Planning process for Cedar Breaks National Monument (CEBR), we are investigating the current status of any adjudications involving CEBR. The monument is located north of the Virgin River Basin in the Coal Creek and Sevier River drainages (see enclosed map).

Our records indicate that CEBR was included in the adjudication of water rights of Beaver River-Escalante Valley. According to a January 2, 1968, memorandum (enclosed) the United States was "...officially served with process on December 19, 1967," on the Proposed Determination of water rights in the Beaver River-Escalante Valley, Cedar City Division (Code No. 73) and Parowan Valley Division (Code No. 75).

It appears that one claim (Application No. 35622, Water Users Claim No. 73-1211) may have been filed on behalf of the National Park Service. It is also possible that a claim was filed for another appropriative water right, Application No. 9386, Certificate No. 1494, a right which was, at the time, in the name of the Utah Parks Company. Our records are incomplete regarding these and other claims which may have been filed on our behalf. We have no information concerning claims for reserved water rights.

Therefore, I request verification and documentation of any water right claims filed in any adjudications on behalf of the National Park Service, for Cedar Breaks National Monument, as well as a report on the status of any adjudications affecting the monument.



2

If possible I would like this information by August 31, 1991. If you have any questions, please contact me or Alice Johns of my staff.

Sincerely,



Owen R. Williams
Chief, Water Rights Branch

Enclosures

cc: CEBR - Superintendent
RMR - Chaney
479 - Kimball, Sharrow, Pettee, Johns,
SOL (Salt Lake City) - Collins

Jan 17, 1978

MAN - 1978

L54 (RMR) MW

Memorandum

TO: Superintendent, Zion National Park
From: Chief, Division of Water Resources
Subject: Legal Notice concerning Water Rights at Cedar Breaks National Monument

Thanks for the legal notice in regard to adjudication of water rights in Iron County and others which appeared to include the Springs in Cedar Breaks.

A Statement of Water Users Claim was filed with the State of Utah on 8 June, 1973 and completed on December 10, 1974. Copies of the appropriate documents should have been sent to you, but in case they were not I am enclosing a copy each for filing in Cedar Breaks Docket #1.

I verified the above filings with Gerry Stoker, Area Engineer in Cedar City and he assured me that everything that needs to be done has been done so we are in good shape on this one. The only thing he indicated that might be lacking is water for the springs if you don't start getting some snow.

Thanks again for bringing this matter to my attention.

/s/ WILLIAM L. MEKEEL

William L. Mekeel

Enclosures

WLMekeel:rek/17/78



IN REPLY REFER TO:
L54

United States Department of the Interior
NATIONAL PARK SERVICE
Zion National Park
Springdale, Utah 84767

January 4, 1978

Rocky Mountain
Regional Office

Regional Director	
Deputy Reg. Director	
Administration	
Operations	<i>mw</i>
Plan. & Resource Pres.	
Denver Archeo. Off.	
Executive Assistant	
Communications & P.A.	
CO	
Region Taken	

Memorandum

To: Regional Director, Rocky Mountain Region

Attention: Regional Chief of Water Rights Mekeel

From: Superintendent, Zion

Subject: Legal Notice Concerning Water Rights at Cedar Breaks National Monument

Enclosed for Mr. Mekeel's attention is a legal notice from the Iron County Record of Thursday, December 22, 1977. As we read this summons, it is our interpretation that the State will be adjudicating the water rights in Iron County except that which flows into the Sevier River system and into the Virgin River system. Therefore, we are making the assumption that the springs presently in use at Cedar Breaks National Monument would fall under this summons. It would be appreciated if Mr. Mekeel could make the necessary inquiries and proceed to protect our water rights.

Your assistance in this matter is greatly appreciated.

Robert C. Heyder
Robert C. Heyder

Enclosure

LEGAL NOTICES

IRON COUNTY RECORD - CEDAR CITY, UTAH
Thursday, December 22, 1977

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT IN AND FOR TOOELE COUNTY, STATE OF UTAH IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHTS TO THE USE OF WATER, BOTH SURFACE AND UNDERGROUND, WITHIN ALL OF TOOELE COUNTY; ALL OF JUAB COUNTY, EXCEPT THAT PORTION DRAINING TO UTAH LAKE AND TO THE SEVIER RIVER DRAINAGE; AND ALL OF MILLARD, BEAVER AND IRON COUNTIES EXCEPT THAT PORTION IN THE SEVIER RIVER AND THE VIRGIN RIVER DRAINAGE IN UTAH.

SUMMONS
Civil No. 6049

THE STATE OF UTAH TO
THE SAID DEFENDANT:

You are hereby summoned to appear and defend the above-entitled action which is brought for the purpose of making a general adjudication of rights to the use of all the water, both surface and underground, within all of Tooele County; all of Juab County, except that portion draining to Utah Lake and to the Sevier River Drainage; and all of Millard, Beaver and Iron Counties except that portion in the Sevier River and the Virgin River Drainage in Utah. Upon the service of this Summons upon you, you will thereafter be subject to the

jurisdiction of the above-entitled Court and it shall be your duty to follow further proceedings in the above-entitled action and to protect your rights therein, and you are required to notify the State Engineer of your name and address if you claim a water right which is not now of record in the State Engineer's Office. When the State Engineer has completed his survey you will be given a further written notice, either in person or by registered mail, sent to your last known address, that you must file said Claim within the time set and your failure so to do will constitute a default in the premises and a judgment may be entered against you declaring and adjudging that you have no right in or to the waters of

the described water source.

Dated this 17th day of November, 1977.

Dennis D. Ewing
Tooele County Clerk
Dallin W. Jensen
Assistant Attorney General
Attorney for State Engineer
442 State Capitol Building
Salt Lake City, Utah 84114
Pub. Dec. 1, 8, 15, 22, 29, 1977.

44-03-000
8-20
L54(RMR)PN

July 18, 1974

R.F. Niehaus
Asst. General Attorney
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68102

Dear Mr. Niehaus:

With reference to our recent telephone conversation we are requesting quitclaim deeds from the railroad to the Utah Parks Company for the water rights donated to the National Park Service at Bryce Canyon National Park and Cedar Breaks National Monument in order to perfect the chain of title of the water rights involved. This is urgently needed so that we may satisfy the State of Utah Division of Water Rights of Park Service ownership in connection with the present adjudication of water rights in the Paria River Basin.

We would appreciate any assistance you may be able to offer to expedite this matter.

Sincerely yours,

/s/ WILLIAM MEKEEL

William L. Mekeel
Legal Assistant
Rocky Mountain Regional Office

cc:
WASO-MR Mr. Berte'
bcc:
RMR-PN Mr. Mekeel

WLMekeel:sg 7/18/74

L-142
#102
C-3823-C
Cedar Breaks
#1367
APR 17 1970

WESTERN
SERVICE CENTER
APR 22 1970

☒	DIRECTOR
☒	CHIEF, EDC
☒	CHIEF, ASST. SVS
☒	CHIEF, CS&M
☒	CHIEF, L&P
☒	CHIEF, RST & WATER
☒	CHIEF, PROGS
☒	CHIEF, MGMT

904/25
Leiding
Stewart

Memorandum

To: Director, Southwest Region

From: Director

Subject: Concessions Contract, Utah Parks Company, Zion, Bryce Canyon, Grand Canyon (North Rim), Cedar Breaks National Monument

We are indeed pleased to learn, by copy of Concessions Analyst John Clay's memorandum of February 2, to Acting Assistant Director, Park Management, that appraisals of the market value of existing facilities, and the removal and relocation cost for some of these buildings in the above areas, are underway. We urge that these appraisals and final estimates, particularly for Grand Canyon (North Rim) and Bryce Canyon, be completed and sent to us as expeditiously as possible to enable us to better evaluate and decide on the recommendations set forth in your memorandum of September 4, 1969. As you know, the basic Fact Sheet and/or Prospectus draft are completed except for the compilation of data relating to the rehabilitation and building program that your staff is now compiling.

In a recent meeting here in Washington we advised attorney Donohue and Mr. Tom Murray, Manager, Utah Parks Company, that we were appraising concessioner facilities for data to develop a rehabilitation and building program for inclusion in either a Fact Sheet or a Prospectus to be issued as soon as possible, and that we are processing a one-year extension of the current contracts from January 1, 1970 through December 31, 1970. Mr. Donohue stated that Utah Parks Company would like to continue under a new long term contract, although it was our impression that they would not preclude the possibility of their selling the company in the near future.

The company officials stated that before the Board of Directors will consider any donation of facilities an

CONC. MGMT. & REHABILITATION

outside appraisal will be needed. They are proceeding with their own appraisal of the Cedar Breaks facilities as soon as they can get into the Monument. We were led to understand that water rights in all areas could be included in a donation, but this was not discussed at length and no commitments were made by Utah Parks Company nor by the Service.

For your information and convenience in the matter of water rights, we are enclosing a copy of memorandum of April 25, 1967, from Chief, Division of Land and Water Rights, to Assistant Director, Operations, regarding water rights owned by Utah Parks Company in the above areas. In line with Service policy, concessioner-owned water rights should be perfected in the name of the United States. Therefore, it appears to us that now is the time to decide what our strategy pertaining to Utah Parks Company water rights should be in negotiating a new contract. We are informed that Utah Parks Company may be interested in donating any or all of its water rights in the above areas as a tax writeoff. What are your recommendations in this regard? Messrs. Donohue and Murray suggested that the Company-owned water rights and water systems are worth about \$600,000. The enclosed memorandum, however, does not appear to substantiate that estimate.

We discussed in general terms our present policy of eliminating preferential transportation rights in new contracts. It developed that the situation with respect to this concessioner's transportation operations are somewhat different than other park operators in that the economics of the system extend beyond the parks. In considering this matter we should like your analysis of the situation as it exists, both within and without the parks, and the public needs and desires with respect to the continuation of the present arrangement, as well as any alternate proposals.

We shall appreciate receiving the information as commented on above as soon as it can be developed in order that decisions may be made with respect to the basis on which these operations will be continued.

Sad: Thomas F. Flynn

Enclosure

cc:
WSC-PDC, Mr. Leding

April 25, 1967

154-OLM

Memorandum

To: Assistant Director, Operations
From: Chief, Division of Land and Water Rights
Subject: Water rights, Bryce Canyon and Cedar Breaks

This is in reply to your memorandum of March 31 in which you asked for a report on the water rights and water supply situation at Bryce Canyon National Park and Cedar Breaks National Monument and information on the Utah Parks Company's rights and water supply systems at Zion and Grand Canyon National Parks with a view to acquiring the company's interests at all four areas. The proposed Master Plans for Bryce Canyon and Cedar Breaks have been reviewed as suggested.

Acquisition of the Utah Parks Company's interest in its water supply systems including the company's water rights has been considered a number of times since 1935 and perhaps even earlier. Acquisition by the National Park Service would be advantageous from an administrative and management standpoint, but the company has not been receptive to the idea. The need for renegotiating the company's concession contract may give the Service some leverage in dealing with the company.

In 1964, when commercial power was extended to the north rim of Grand Canyon, the company donated its hydroelectric plant and system to the National Park Service but retained its water system. Presumably the tax savings on the donation and removal by the Service of the hydro system (it was surplus and would have to be removed) made such a donation attractive. All the company's water systems are old and will require major replacement in the near future. Perhaps donation of the water systems and water rights may be equally attractive.

In Bryce Canyon National Park, the Utah Parks Company has rights to 0.20 c.f.s. from Shaker Spring and 0.05 c.f.s. from Trough Spring both within the park boundaries. However, it is doubtful that these springs ever produced more than 0.05 c.f.s. combined and have been completely dry at times. The company also has rights to "all" the water from Hopkins Spring, also within the park. The spring has

never been developed and undoubtedly goes dry at times. It is probable that this right has lapsed and, in any case, has never been considered as a possible supply.

The main supply for the Utah Parks Company's facilities and for the park comes from springs and wells on about 100 acres of company owned land outside the park. The land is within the Dixie National Forest. The company may own more than 100 acres because the 1963 Forest Service map shows about 160 acres in the same section as being privately owned. The purchase of 100 acres included the springs area, but the company also purchased 0.25 c.f.s. from the Tropic and East Fork Irrigation Company, presumably with a view to confirming its right to the spring waters. In 1955, however, the spring flow would not supply the park's needs and a well was drilled by the company. The well produced the required amount of water, but pumping the well dried up the springs. Two additional wells were drilled in 1957. One of these wells and occasional spring flow are used as supplements to the first well.

The Utah Parks Company claims rights in the East Fork area to 0.41 c.f.s. (184 gpm) from May 1 through November 1, and these rights were confirmed in a decision by the State Engineer. However, the Tropic and East Fork Irrigation Company has protested the State Engineer's decision and the case is expected to come to trial this year. Until this case is decided, the company has no rights to sell. The sustained yield of the East Fork area was estimated by the U. S. Geological Survey to be about 0.12 c.f.s. (55 gpm).

The water system owned by the company consists of the spring diversion works, the three wells, the collecting system, pumps, pipeline to storage tank, the storage tank, and the distribution system from the tank to its facilities. The company also owns the pipeline from Trough and Shaker Springs. The system is old and not in good shape. The Service would probably have to replace most or all of it within a few years.

In 1960, a deep well was completed by the Park Service and a pump installed in 1962, but the well has never been hooked up to the system because the well water is more mineralized than Public Health Service standards recommend. It is hard and high in sulfates but is comparable to the waters being used at several other areas in the Southwest. It can be used as a source of supply if necessary. The well will yield more than 200 gpm, but the pump presently installed produced 182 gpm when tested.

Last year the Forest Service drilled a well for a proposed Job Corps Camp about four miles northwest of park headquarters. The well reportedly is 52 feet deep and produced 250 gpm of excellent water, a relatively high yield for wells in the area. The Job Corps Camp is not being activated at present and the Forest Service apparently is willing to discuss arrangements for the park to use the well. However, the relatively large reported yield may be due to leakage from the Tropic and East Fork Irrigation Company's ditch. Heavy continual pumping at the well might result in increased ditch losses with consequent legal protest by the company. Additional information and tests on the well are needed to evaluate its possibilities as a source of supply for the park and efforts to this end have been started.

At Bryce Canyon a firm supply of 125 gpm with adequate storage should supply the future needs of the area. Additional sources of water are limited to the deep well, the Forest Service well, and springs below the escarpment. The Forest Service well has not been adequately investigated to determine its possibilities, but this will be done. The springs below the escarpment are adequate in volume but would require a pumping lift of 1,000 feet, and a long pipeline through the rugged scenic areas of the park. The deep well could supply the entire needs of the headquarters area but the quality is poor. However, it is not much more mineralized than the water from Lake Mead. Full treatment of the water to conform the Public Health Service standards would be expensive, but partial treatment and mixing with East Fork water should be considered. A dual system utilizing the deep well water for all but domestic and laundry uses is another possibility.

The Master Plan recommended further testing of the deep well. This could be done but it would be expensive. From the information already available, the only way to improve the quality of the water would be to case off the upper poor water, above 1,200 feet. The lower, better water, if it has not already been changed by recharge from the poorer zones, would be considerably less in volume and the pumping level would be much lower. Rather than attempt to test each zone individually as proposed in the Master Plan, a single operation would separate the poorer from the better water. The well would have to be pumped to waste for an indeterminate time to remove the poorer water that has been recharging the better aquifers since the well was perforated.

In Cedar Breaks National Monument, the Utah Parks Company owns rights to 0.06 c.f.s. (27 gpm) of water from an unnamed spring. They also own the collecting box at the spring, pipeline, pump and pumphouse,

a 58,000 gallon storage tank, and the distribution system to the company's facilities. It is doubtful if the flow of the spring ever was 0.05 c.f.s. and at times has been less than 0.02 c.f.s. (9 gpm).

The National Park Service has applied for rights to 0.02 c.f.s. (9 gpm) of water from Twin Springs. This water is piped to the Utah Parks Company's pipeline and commingled with the waters of the company's spring. The National Park Service has constructed a 33,500 gallon storage tank adjacent to and connected with the Utah Parks Company's tank, and a distribution system to the visitor center, residential area, and campground. The National Park Service also plans to construct a 200,000 gallon collecting tank and pump near the Utah Parks Company's spring and lay a new pipeline from the tank to the existing National Park Service main. Presumably, this has been deferred pending possible acquisition of the Utah Parks Company's water rights.

A study of the water resources of the monument is scheduled for this fiscal year, but based on available information the possible sources appear to be limited to the small springs and seeps on the plateau. Tapping ground water would require a well several thousand feet deep with little assurance that the water would be of good quality. A firm supply of 40 gpm with adequate storage should supply the future needs of the area for an indeterminate period. If the lodge is removed as proposed in the Master Plan this estimate may be high. If the scheduled water resources study shows 40 gpm cannot be obtained, additional large storage tanks will have to be constructed.

At Zion National Park the Utah Parks Company has no decreed or certificated rights, but claims the use of waters from the Upper Grotto and Wyllie Retreat Springs on the basis of long and uncontested use. The company owns the collecting system, storage tanks, and distribution system to the lodge and its utility area. The status of the company's rights is questionable. At one time, the National Park Service Counsel concluded that the company had no rights, but in the light of more recent State and Federal decisions, especially the Arizona-California decision, it would be advisable to get an up-to-date opinion from the Solicitor's Office.

At Grand Canyon National Park the Utah Parks Company has no water rights but owns the pumps, pumphouse, pipeline, storage tanks, and distribution system to its facilities on the north rim. The National Park Service owns the water rights, additional storage, and the distribution system to National Park Service's facilities.

Although the acquisition of the Utah Parks Company's water rights would be advantageous to the National Park Service from an administrative and operational standpoint, acquisition as of the present may raise more problems than it may solve. Until the case of the Utah Parks Company and the Tropic and East Fork Irrigation Company is settled the Utah Parks Company has only disputed rights, and if the National Park Service acquired these rights, it could be faced with assuming the case for the Utah Parks Company. The company's rights at Zion are nebulous and should be reviewed by the Solicitor's Office before any negotiations are undertaken. At Cedar Breaks, the company's rights are firm, but are worth little, inasmuch as the only other possible user is the monument. At Grand Canyon, the Utah Parks Company has no water rights.

All the water systems of the Utah Parks Company are old and should be replaced within the next decade. Undoubtedly the costs to the company have been entirely amortized and, if acquired from the company by the Service, the cost of removal probably would exceed the salvage value of the system. In view of this, donation of the systems and water right should be broached to the company. The water rights have a more tangible value than the systems and, if necessary, these rights including the land outside Bryce Canyon, could be purchased.

The following figures of the values of the water rights are "ball park" estimates only. No recent comparable sales information is available. Before any firm negotiations to purchase the water rights of the Utah Parks Company are started a qualified appraisal should be made.

Assuming the company's water rights at Bryce Canyon are upheld by the courts, the value of the land and water rights in the East Creek area probably would not exceed \$400 per acre or \$40,000 for the 100 acres which the company purchased in 1926 for \$25.00 per acre. However, the Tropic and East Fork Irrigation Company might be a competitor in any purchase. The rights to Trough and Shaker Springs might be worth another \$2,000.

At Cedar Breaks the water rights in an open market probably would sell for less than \$1,000 but as a practical matter the only

market is the National Park Service. At Zion, assuming the company has rights and could sell them to a private buyer outside the park, the rights might bring \$5,000.

FRANK O. STEWART

Enclosure

UTAH PARKS COMPANY WATER RIGHTS

Bryce Canyon National Park

Inside park

Shaker Spring, 0.20 c.f.s., Application 9221, January 2, 1923, Certificate 1382 issued April 13, 1925, domestic and culinary.

Trough Spring, 0.05 c.f.s., Application 9406, October 18, 1923, Certificate 1397 issued May 29, 1925, domestic and culinary.

Note - Total flow of both springs average about 0.03 c.f.s. and were dry in 1956 and 1957.

Outside park

East Creek Springs and wells

0.16 c.f.s., diligence right 756, domestic and culinary from April 1 to November 1.

0.25 c.f.s., purchased from Tropic and East Fork Irrigation Company, domestic and culinary from April 1 to November 1.

Note - These rights have been confirmed by State Engineer's decision dated June 29, 1961, but Tropic and East Fork Irrigation Company has contested this decision. A trial is expected to be held this year.

Cedar Breaks National Monument

Unnamed spring in sec. 10, T. 37 S., R. 9 W., 0.06 c.f.s., Application 9385 dated August 18, 1923, Certificate 1454 issued October 1, 1925.

Zion National Park

Upper Grotto Spring and Willie Robertson Spring

No claims filed with State Engineer but company claims flow based on use and uninterrupted possession. Total flow of these springs is about 150 gpm.

Grand Canyon National Park

No rights claimed



United States Department of the Interior

NATIONAL PARK SERVICE

MIDWEST REGION

1709 JACKSON STREET

OMAHA, NEBRASKA 68102

January 22, 1973

IN REPLY REFER TO:

L54 (MWR) PSW

CEBR/WR#1 (alien)

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		Enthusiasm	on
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		Pipe Spring	

Memorandum

To: Superintendent, Cedar Breaks National Monument

From: Associate Director, Professional Support, MWR

Subject: Union Pacific/Utah Parks Company Donation, Cedar Breaks NM

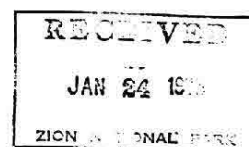
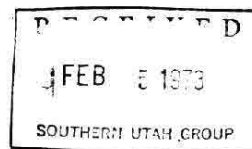
Enclosed is data concerning Water Right Application 9386 that we recently acquired from the Union Pacific Railroad. This information should be filed in Alien Water Right Docket No. 1. We are in the process of acquiring the deed that has been filed with the County of Iron, Utah. This will show the acquisition of the water right by the United States of America. We will transmit this information to you when it becomes available and ask that Alien Water Right Docket No. 1 be made Park Service Docket No. 2. We will also notify the Utah State Engineer of this transaction and ask that the Certificate be made out in our name.

John Kawamoto
John Kawamoto

Enclosure

CC:

WASO-PN w/enc Please file enc
in Alien WR# 1 as noted.
Utah State Director



WATER SYSTEM EVALUATION
FOR
CEDAR BREAKS, UTAH
FOR
UNION PACIFIC RAILROAD COMPANY

JULY 1970

TEMPLETON, LINKE AND ALSUF - CONSULTING ENGINEERS
40 WEST 2950 SOUTH STREET - SALT LAKE CITY, UTAH

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WATER SYSTEM EVALUATION

FOR

CEDAR BREAKS, UTAH

FOR

UNION PACIFIC RAILROAD

GENERAL

On April 7, 1970, Templeton, Linke and Alsup, Consulting Engineers, were employed by the Union Pacific Railroad Company to evaluate the water system at Cedar Breaks, Utah with the objective of providing the Company with a valuation report of the facilities.

Data available for this survey include the following:

<u>Drawing</u>	<u>Date</u>	<u>Title</u>
	Sept. 1926	Map-Profile and drawings showing works, ground line, grade line, cross-sections of channel and devices, structures and character of materials used to divert water from spring (name unknown) in Iron County, Utah by the Los Angeles and Salt Lake Railroad Company for domestic and culinary purposes.
C.E. Drwg.		
No. 51239	Oct. 1, 1929	Tourist Facilities
	Jan. 15, 1955	Utah Parks Co. Bath Additions and Propane Heating Equipment for Cedar Breaks Cabins.

NM CB 8110	1939	United States Department of the Interior National Park Service, Water Systems, N.P.S. and Operators Areas, Cedar Breaks National Monument, Utah.
	1936	U.S. Geological Survey Cedar Breaks National Monument, Utah.
1953 CB N.M. Revised 17000	Feb. 1968	Cedar Breaks National Monument, Utah
	Dec. 31, 1969	Water Right Adjudication answer of State Engineer Re: Protest of Union Pacific Railroad Co. (Cedar City Valley Division, Civil No. 4415)
	March 17, 1979	Union Pacific Railroad Co. letter Photographs
	Sept. 1946	Instructions No. 2661F installing and operating Fairbanks-Morse self oiling typhoon pumps.

INSPECTION OF FACILITIES

On June 27, 28, and 29th Lloyd Yowell, representing Templeton, Linke and Alsup, made a trip to inspect the Cedar Breaks water system. Mr. C. A. Croft of the Utah Parks Company was the guide of the facilities. Monday morning was spent with Mr. Tom Murray and Mr. Croft discussing the existing facilities and other sources of water available in the Lodge area. The inspection trip provided a good basis for evaluating the existing system.

WATER RIGHTS

Water rights in the area of Cedar Breaks were obtained from the State Engineer's office at Salt Lake City and the branch office at Cedar City. A summary of water rights in the area is as follows:

<u>Name</u>	<u>Location</u>	<u>Amount</u>	<u>Application No.</u>
Utah Parks Company	N. 10°-54'W. 1941'	0.06 cfs	9386
(Unnamed spring)	from SW Cor. Sec. 11, T. 37S., R. 9W., SLBM		(Certificate No. 1494)
U.S. Dept. of Interior	N. 35°-43' - 40" E. 3186.19'	0.02 cfs	35622
National Park Service	From S.W. Cor. Sec. 11, (Twin Springs) T. 37S., R. 9W., SLBM		

The FCC has a radar installation located on Blowhard Mountain approximately two miles southwest from the Cedar Breaks Lodge. According to the State Engineer they drilled a well and then abandoned it. An application has not been filed.

The above named Utah Parks Company Certificate of Appropriation No. 1494 is a right to use water for domestic and culinary purposes at the Cedar Breaks Lodge from January 1st to December 31. This right has a priority date of Sept. 5, 1925 which was adjudicated (Civil No. 4415, Cedar Valley Division) to show a priority date of September 5, 1923. The spring was flowing at 13.3 gpm on June 28, 1970 when measured by bucket.

The State Department of Social Service Division of Environmental Health analyzed a water sample from the system in 1961. This sample met U.S. Public Health Service standards at that time.

WATER SYSTEM

The existing water system is located in the Cedar Breaks National Monument which is located in Iron County, Utah, approximately 23 miles east from Cedar City and 14 miles south from Parawan. The system was constructed in 1926 with the exception of the water tank which was installed in 1956. The purpose of the system is to supply water to the Utah Parks Company, Cedar Breaks Lodge and ten log cabins. Due to severe winters, the lodge and cabins are open from early June through Labor Day.

The water system consists of a spring which feeds into a four foot square concrete spring box with a sheet metal cover. The spring is enclosed in a fenced area 45' X 42'-6". The fence is 3' 0" high with two strands of barbed wire. The posts are steel tee sections. From the spring box, the water flows by gravity two thousand feet (1730 l.f. of 3-inch galvanized steel pipe and 240 l.f. 2 1/2-inch galvanized steel pipe) to a concrete sump next to a log pump house. The water is pumped from the sump by a Fairbanks-Morse 1000 gallon per hour self oiling typhoon pump driven by a Wagner Electric Corp. 2 horsepower motor through 1770 linear feet of 2-inch galvanized steel pipe to a 60,000 gallon steel tank located northwest of the lodge. The water flows from the steel tank in a 4-inch cast iron pipe and 2-inch steel pipe to the Cedar Breaks Lodge area where it is piped to the cabins, lodge and two fire hydrants. The four-inch cast iron pipe is owned by the National Park Service and extends into their area.

The spring box has a drain and overflow. The metal cover is supported on 2 X 12 fir covered with screen. In the area of the concrete spring box is an old abandoned wooden spring box. No connection exists between the two.

The pump house is a log cabin 13'-8" X 28'-8" with a concrete foundation, wooden floor and shingle roof. The cabin houses the water system pump plus two older unused pumps. The cabin has two lights with the disconnect switches and starters to operate the pumps. The pump house also houses a small chlorine feeder which feeds into the pump suction. The pump sump is a concrete wetwell 9'-6" square by 7'-6" deep with 10-inch thick walls, a base slab and a 6-inch thick top slab. The access to the sump is by a 24-inch cast iron bar locking manhole. There is a Penn float switch which starts and stops the pump. The sump has a drain and overflow.

The existing nominal 60,000 gallon storage tank in back of and above the Cedar Breaks Lodge. It was built to replace the original 8,000 gallon storage tank. The existing tank is a modified railroad engine watering tank 72'6" outside diameter by 18'-10" high at the shell wall. The tank has a steel bottom and steel cone roof with a vent and an 18-inch inside diameter access manhole. Also, there is a ladder and indicating float. The tank inlet valve and drain is housed in a 30-inch square wooden drain box with a sheet metal covered wooden cover. The drain box is filled with saw dust.

In 1939, the United States Department of Interior National Park Service installed a water system to serve the National Monument headquarters, the Museum, and public camp grounds. The Park Service built a steel tank next to the Utah Parks Company 60,000 gallon tank and installed a 4-inch cast iron pipe from the tank into their area. After the construction of the 4-inch line was completed a portion of the Utah Parks Company's 2-inch pipe was removed between the tank and the cabin area. The 2-inch galvanized iron pipe near the lodge was retired.

SYSTEM OPERATION

The Utah Parks Company system is operated together with the National Park Service System in that each source of water is used to the common service. The water from the National Park Service Spring is piped to the pump suction line of the Utah Parks Company system where it is pumped to the 60,000 gallon storage tank. The Utah Parks Company provides water to the Park service without charge. The National Park Service has a tank located adjacent to and connected with the 60,000 gallon system tank. The discharge from the tank feeds into a 4-inch cast iron pipe owned by the National Park Service. This pipe is the source of service to the lodge and cabins and Park Service facilities.

COST ESTIMATES

Current prices for constructing the features were determined in one of the two ways described below:

1. Unit prices or lump sum prices for performing similar work were used. These prices were taken from bids received this year from Contractors and adjusted to meet the Cedar Breaks conditions.
2. Item for which we did not have current bids were estimated by adding the cost of materials delivered to the site to the cost of labor including payroll taxes, insurance, equipment rental, etc. The cost of materials was increased by 4.5% sales tax. Overhead and profit estimated at 15% was then added to the total cost to arrive at the construction cost of the items.

Several contractors were consulted to determine excavating, pipe laying, and other labor costs.

In consideration of estimates we received and weighed by our own observations, we have placed the net payment for wages and salaries to be about 40% of the project cost, with payroll taxes, fringe benefits, etc. being about 15% of the net salaries or 6 percent of the direct construction costs. We have allowed

10% for tools and equipment rental and maintenance, the total of which would be 56% of the total project cost being labor and related items.

Other costs were added to the construction cost to obtain the total cost. These include 15% for design, inspection, survey, right-of-way descriptions, and supervision by resident engineer and administration by owner. An additional 1% was added to cover interest cost during construction. The total of these costs is referred to as total project cost.

In estimating the life of the project, we consulted Federal Publications and C.P.A. firms engaged in this type of work in Salt Lake City. The Federal Publications showed the life of a distribution system to be 50 years minimum. Inasmuch as some of the system has been in service for 44 years and appears at this time to be in good condition except for some items requiring maintenance, we used an expected life of 75 years for the tank and pipelines and 50 years for the life of the pumphouse cabin.

Estimates and summaries of estimates are included at the back of this report.

CONCLUSIONS AND SUMMARY

In order to arrive at a value for the water right, we made the following assumptions: (1) The water usage time is from the first of June through Labor Day or ninety days (2) The spring average flow is 0.03 cfs. (3) The cost of water is comparable to Parowan with 50% added for a smaller system. Using the aforementioned assumptions the annual value of the water right is \$400.00. If capitalized over an infinite period at 5%, the present value would be \$8,000.00

The value of the property is assumed to be inconsequential since the original permit cost was nominal.

The system is in good condition except for the log cabin pumphouse which is in fair condition. The hose houses are in poor condition. The tank needs to be sand blasted and painted.

The cost estimates are attached.

The total dollar value of water system is as follows:

1. Water Rights	\$ 8,000.00
2. Water system-present value	<u>27,194.61</u>
TOTAL VALUE	\$35,194.61

WATER SYSTEM EVALUATION FOR CEDAR BREAKS, UTAH

FOR UNION PACIFIC RAILROAD COMPANY

COST ESTIMATES

SPRING BOX AND PIPELINE

	Unit	Quantity	Current Price	Amount		Estimated Item Cost
				Material	*Labor	Lump Sum
Excavation	c.y.	520	\$ 3.00			\$ 1,560.00
Special Backfill	c.y.	2	10.00			20.00
6-inch diam. vitrified clay pipe	l.f.	8	0.91	\$ 7.28	\$ 8.00	
2-inch Diam. Galv. Steel pipe	l.f.	2,055	0.82	1,685.10	2,055.00	
2 1/2-inch diam. Galv. Steel pipe	l.f.	250	1.29	322.50	250.00	
3-inch Diam. Galv. Steel Pipe	l.f.	1,730	1.69	2,923.70	1,730.00	
3/4-inch Diam. Galv. Steel pipe	l.f.	560	0.27	151.20	560.00	
Hose Houses (2)	l.s.	---	---	---	---	200.00
3-inch gate valve	each	2	46.20	92.40	117.60	
1/2-inch Faucetts	each	12	2.00	24.00	30.55	
3/4-inch globe valves	each	10	5.50	55.00	70.00	
2-inch gate valves	each	3	29.40	88.20	112.25	
2 1/2-inch gate valves	each	1	38.90	38.90	49.51	
Fire hydrants with 2 hose connections	each	2	161.00	322.00	409.82	
Hose 2" rubber lined	l.f.	350	1.00	350.00	70.00	
Fence - 3 ft. high with 2 strands of barbed wire	l.f.	175	0.50	87.50	122.50	
Concrete	c.y.	2	200.00			400.00
Carpentry	l.s.			5.00	6.36	
Balance of Misc. Items	l.s.			100.00	127.27	
				\$6,252.78	\$5,718.86	\$ 2,180.00
Sales Tax				281.38		
Profit and overhead				980.12	857.83	
				\$7,514.28	\$6,576.69	\$ 2,180.00
TOTAL						\$16,270.97

* includes wages, taxes, benefits, etc. where applicable

WATER SYSTEM EVALUATION FOR CEDAR BREAKS, UTAH

FOR UNION PACIFIC RAILROAD COMPANY

60,000 GALLON STEEL TANK

	<u>Unit</u>	<u>Quantity</u>	<u>Current Price</u>	<u>Amount</u> <u>Material</u> <u>Labor</u>	<u>Estimated Item Cost</u> <u>Lump Sum</u>
Tank Base:					
Excavation	c.y.	42	\$10.00		\$ 420.00
Compaction	c.y.	36	1.25		45.00
Ring wall (stone)	i.f.	40	10.00		400.00
Special backfill	c.y.	36	10.00		360.00
Tank:					
Furnish and erect steel tank including painting					<u>15,000.00</u>
		<u>TOTAL</u>			<u>\$16,225.00</u>

WATER SYSTEM EVALUATION FOR CEDAR BLAKS, UTAH

FOR UNION PACIFIC RAILROAD COMPANY

PUMPHOUSE

	Unit	Quantity	Current Price	Amount Material *Labor	Estimated Item Cost Lump Sum
Excavation	c.y.	38	\$ 3.00		\$ 114.00
Compaction	c.y.	4	1.25		5.00
Concrete	c.y.	22	200.00		4,400.00
Miscellaneous Metalwork	l.s.			\$ 80.00 20.00	
Carpentry	l.s.				4,500.00
Finishes	l.s.			28.00 \$ 180.00	
Pump	l.s.			300.00 150.00	300.00
Chlorination Equipment	l.s.			198.00 99.00	
Mechanical System	l.s.			213.00 271.00	
Electrical System	l.s.			220.00 280.00	
				\$1,039.00 \$1,000.00	\$ 9,319.00
Sales Tax				46.76	
Profit and overhead				162.86 150.00	
				\$1,248.62 \$1,150.00	\$ 9,319.00
TOTAL					\$11,717.62

* includes wages, taxes, benefits, etc. where applicable.

WATER SYSTEM EVALUATION FOR CEDAR BREAKS, UTAH
FOR UNION PACIFIC RAILROAD COMPANY

	<u>Total Present Day Direct Cost</u>	<u>Engineering Inspection & Supervision</u>	<u>Interest during construction</u>	<u>Estimated Total Present day Const. Cost</u>	<u>Estimated useful life</u>	<u>No. of years in use</u>	<u>Percent of useful life remaining</u>	<u>Present Values</u>
Spring box and pipeline	\$16,270.97	\$ 2,440.65	\$ 162.71	\$ 18,874.33	75	44	41.33	\$ 7,800.76
60,000 gallon tank	16,225.00	2,433.75	162.25	18,821.00	75	14	81.33	15,307.12
Pumphouse	7,217.62	1,082.64	72.18	8,372.44	75	44	41.33	3,460.33
(Log Cabin)	4,500.00	675.00	45.00	<u>5,220.00</u>	50	44	12.00	<u>626.40</u>
				\$51,287.77				\$27,194.61

L54

Grand Canyon National Park
Grand Canyon, Arizona

AUG - 1 1961

Memorandum

To: Regional Director, Region Three

From: Superintendent, Grand Canyon

Subject: Acquisition of Utah Parks Company Water Rights and Systems,
Cedar Breaks, Bryce, Zion and North Rim of Grand Canyon

Reference is made to copy of Mr. J. C. Miller's memorandum to the Director of June 13 and Assistant Director Price's memorandum to you of July 31, subject as above. We have been reluctant to comment upon this matter until receipt of the Kennedy Associates Engineering Company report on water systems in this Park. Thus far this report has had only preliminary distribution but it appears to substantiate our thinking and planning on most aspects of the water systems for developments on both Rims in this Park.

Our first reaction was favorable toward the thought that water rights and systems might be acquired on a package basis for all areas where Utah Parks Company operates; however, recent planning with respect to the North Rim appears to make such an approach questionable. It appears we are now pretty much agreed that most elements of the water distribution system on the North Rim will have to be replaced by a larger and more modern system, and this would mean that the Government would have to replace the most important elements such as the pumping plant and supply line from Roaring Springs to the Rim. The pumping plant is antique and will require either complete replacement or extensive renovation soon, and it seems to be the consensus of informed engineering thinking that a larger pipeline should be installed to supply the North Rim. In the circumstances then it would appear that instead of purchasing the North Rim system the Service would replace it with a more modern one.

W	O	D	C
AUG 11 1961			
CHF	ADM	PERS	P & P
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CCNT	FTY		
ACTION TAKEN - DATE			

This conclusion is tentative, pending thorough study of the Kennedy report; but as things stand at present I believe that the above will form our approach to water supply problems on the North Rim.

John S. McLaughlin
Superintendent

Copy to: Chief, WDBC (2)
Supt., Bryce
Supt., Zion

JUNE 13,
1961

Region Three
Santa Fe, New Mexico

Memorandum

To: Director
From: Acting Regional Director
Subject: Proposed Acquisition Water Rights, Utah Parks Company,
Bryce Canyon and Cedar Breaks

Associate Director Scopen's memorandum of May 24 referred to a discussion with Superintendent Goshensley regarding the acquisition of the Utah Parks Company water rights at Bryce Canyon and Cedar Breaks.

Mr. Scopen has observed that one of the first causes for delay was the inability of the company to agree to convey one right without a determination of the disposition of the other right. The matter is also complicated, and Mr. Scopen has recognized this factor, because the Utah Parks Company is involved with a water supply for the North Rim of Grand Canyon. Because Superintendent McLaughlin is familiar with this problem and since it may not be possible to completely divorce the North Rim matter from Bryce Canyon and Cedar Breaks, we are sending copies of this correspondence to Superintendent McLaughlin for any comments he may wish to add.

The water supply for Bryce Canyon up until a few years ago was completely dependent upon the Utah Parks Company water distribution system and storage tanks. Subsequently the National Park Service erected a million-gallon steel storage tank and a new distribution line leading from the storage tank to the residences and visitor center, and thus while the storage tank and distribution lines became separate we were, and still are, dependent upon the Utah Parks company for water from their West Creek source in the West Fork of the Sevier River drainage. You are aware that we now have our own well at Bryce Canyon but thus far no pump or connecting pipeline to the Park Service storage tank has been constructed. It is our belief, and we think the Superintendent of Bryce Canyon will agree, that this system (the connecting line

and pump) should be constructed in order that our service may be completely independent of the Utah Parks system.

we make this statement for two reasons: First, the Utah Parks Company at the present time, because of the protest filed by the Tropic and East Park Irrigation Company, does not have a water right that they could convey from East Creek. Second, if our service becomes completely independent of the Utah Parks Company system we believe we would be in a better bargaining position for either direct purchase or conveyance by some other means than we would be if we have a well not connected to our present system.

Mr. Seegen is correct that this office has reported that at one time the Utah Parks Company might donate the rights to Trough and Shaker Springs, however, the supply from these two springs, at least as of a few years ago, was so meager as to be almost non-existent and we think for the purpose of this discussion they can be temporarily ignored.

On February 26, 1958, Superintendent Bean and Regional Chief of Inade Well met with General Manager Fred Warner at Cedar City and the Utah Parks Attorney Mr. A. V. Miner. At that time they attempted to confine the discussion to Bryce Canyon supply only, ignoring Cedar Breaks and the North Rim of Grand Canyon.

The Utah Parks Company were receptive to the discussions but not particularly enthusiastic about donations. Mr. Well informs me that Mr. Miner is inclined to be receptive toward Trough and Shaker Springs (because they are inside the park), but we think he holds that the East Creek right, if and when it can be received through the State Engineer's Office, has a real value not appertenant to the Park and therefore, could be sold to any number of potential users who could make beneficial use by change application with the State Engineer. In our opinion there is no possibility of negotiations with the Utah Parks Company for the East Creek rights until the protest is received through the State Engineer's Office.

In the matter of acquisition of the rights at Cedar Breaks we believe that it can be received without immediate commitment on what we propose to do at Bryce Canyon or the North Rim at Grand Canyon. In this connection we have attached a copy of Regional Chief of Concessions Management Marion Glenn's memorandum to me, dated June 8, coded 6-3623. This very good analysis explains the steps

that should be taken to resolve the matter at Cedar Breaks. In addition we think that some qualified representative of the Service should call on Mr. Stoddard or his representative in Omaha, sit down with him and explain our proposed use at Cedar Breaks. We are not at all certain that the proper representative of the Utah Parks Company understands that our proposal at Cedar Breaks involves the storage of surplus water in the winter time, when no use is made of it by the Utah Parks Company. If we invest this sum of money we must have the water rights or else seek an entirely independent source of supply. An alternate solution would be to suggest to the Utah Parks Company that they improve the water system under their own water right and deliver water to our service at Cedar Breaks.

If we can effect a creek-through at Cedar Breaks we believe we will then be in a favorable position to proceed individually with Bryce Canyon and the North Rim of Grand Canyon. So far as we have been able to learn the State Engineer has not reached a decision on the recent hearing regarding the protests involving the East Creek rights outside the boundaries of Bryce Canyon.

James F. Miller
Acting Regional Director

in duplicate

attachments

Copy to: Superintendent Grand Canyon w/inc.
Superintendent Hien (2) w/Glenn's memo 6/8
Superintendent Bryce Canyon
Chief, W&C (2) w/Glenn's memo 6/8

JEKe11:eh 6/13/61

Office Memorandum • UNITED STATES GOVERNMENT
03823

TO : Regional Director
Through: Regional Chief of Lands, and
Regional Chief of Operations
FROM : Regional Chief of Concessions Management

DATE: June 8, 1961

SUBJECT: Water Rights and Utah Parks Company Contract, Cedar Breaks

I have reviewed various data on the subject matter. It appears that it should now be possible to resolve the water right and other phases of the amendment proposed to bring Cedar Breaks under the basic Utah Parks Company contract No. 1-100mp-102.

Cedar Breaks is now operating under an expired (December 31, 1959) Forest Service Permit transferred to the Service.

Mr. A. E. Stoddard, President of the Utah Parks Company, in his letter of February 9, 1960 to Mr. Price, was concerned with the following items contained in the amendment submitted to him with Mr. Price's letter of January 13, 1960:

1. The \$100 per annum franchise fee for Cedar Breaks.
2. Notes Nos. 3 to 6 of schedules accompanying Exhibit B of Contract 1-100mp-102.
3. Water rights.

Regarding Item No. 1: although Mr. Stoddard, in his letter of February 9, 1960, objected to the continuance of the fee if Cedar Breaks comes under the basic contract, it seems reasonably sure that he would not withhold approval of the amendment for this cause alone. There would be no consideration for the Service to drop the \$100 fee and Mr. Stoddard has been so informed (Mr. Price's letter of January 12, 1961). Also, Mr. Stoddard wished to add unrecovered loss at Cedar Breaks to Contract No. 1-100mp-102. This, of course, is objected to by the Service.

Regarding Item No. 2: Notes Nos. 3 to 6 on schedules accompanying Exhibit B concerns percentage apportionments of expenditures to determine those to be allocated for Park operations compared to outside the Park operations. The following are the items concerned:

- Note 3. Tour coupon and ticket exchange.
- Note 4. Commissary transactions.
- Note 5. Laundry transactions.
- Note 6. Transportation transactions.

In view of the unrecovered loss clause 11(b), page 14, of the basic contract and the unrecovered loss reported as of December 31, 1960 of \$1,280,704.22, it seems that Item No. 2 is academic. However, there appears to be no reason not to agree to review with the Company Notes Nos. 3 to 6 of Exhibit B.

Regarding Item No. 3. Mr. Stoddard objected to water rights wording of proposed Cedar Breaks amendment to the basic contract submitted with Mr. Price's letter of January 13, 1960. This wording was:

"The Concessioner agrees to convey without charge to the Secretary within 90 days after final execution of this amendment, all its right, title, and interest in and to its water in Cedar Breaks National Monument, including rights evidenced by Certificate No. 1494, Application No. 9386, and the existing water system with all its appurtenances and equipment.

"In consideration of the conveyance of such water rights and water system, the Secretary agrees to provide water without charge to the Concessioner during the remaining term of Concession Contract No. I-100ns-102 provided that an adequate water supply continues to be available under such water rights." (Underlining supplied.)

Pursuant to Mr. Stoddard's suggestions of February 9, 1960, a revised draft of the proposed amendment changed the underscored part to read as follows:

"... to such an extent as will not unreasonably restrict anticipated use by the Secretary."

This information supplements Mr. Carpenter's memorandum of June 6 to the Director, file 63823.

Marlow Glenn
Regional Chief of Concessions Management

Copy to: Mr. Kell (5)

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MAY 25 '61			
CHF	ADM	PER	P & P
ATCH	ENGR	L & S	SPR
AFMT	DATE		

L54-QML

MAY 24 1961

Memorandum

To: Regional Director, Region Three

From: Associate Director

Subject: Proposed Acquisition of Water Rights of Utah Parks Company of Bryce Canyon and Cedar Breaks

I understand, from discussion with Superintendent Oberhansley, that the Federal acquisition of the subject water rights has been held up for a number of years.

On return to this Office, I find that the delay was first caused by inability to obtain Company agreement to convey except as a one package deal to include all its rights, the water systems, and lands to which they are appurtenant. This included the costly water systems for the domestic and power supplies for the North Rim of Grand Canyon, where the United States owns the water rights; and the land on East Creek, in the East Fork of the Sevier River drainage, which includes the springs which constitute the main supply for the concession and past Park use at Bryce Canyon.

You have subsequently reported that the Company might donate the rights to Trough and Shaker Springs at Bryce, and the spring at Cedar Breaks if it were compensated for the land and rights to the springs in East Creek. We understand the Company's title to rights on East Creek are in question as a result of the Tropic and East Fork Irrigation Company protest of the Company substitution of wells to intercept the spring sources. We have not been advised of the State Engineer's decision on this after the recent hearings in connection with the protests.

Please advise when we may expect your resumption of negotiations to arrive at the method and price of acquisition. Also advise if it is not possible to complete the acquisition of the rights at Cedar Breaks; the rights to Trough and Shaker Springs on Federal land in Bryce; and the interests on East Creek. They may have to be three separate transactions. We should not, of course, replace or improve any of the Company water systems until the United States acquires its water rights and related property.

SCOTT

Associate Director

Copy to: Superintendent, Bryce Canyon
Chief, WODC (2)

Copy to: Superintendent, Zion National Park

FILE COPY

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CALDWELL, JOHNSON & STEINER

ENGINEERS

108 Zion's Savings Bank Building
Salt Lake City 1, Utah

March 19, 1956

Mr. Chester S. Thomas
Acting Superintendent
Zion & Bryce National Parks
Springdale, Utah

Dear Mr. Thomas:

Our sincere apologies for the delay in getting a letter off to you regarding a study and appraisal of the water rights and water system belonging to the Utah Parks Company in Bryce Canyon National Park.

To make a thorough and proper appraisal of the water system in question we must have detailed information as to layout of the system, size of pipe, date of installation etc. and the requirements of the system.

By detailed information as to layout etc. we mean that there will be available to us, maps, profiles and drawings showing on a scale large enough to define the location and extent of the underground facilities as they are installed in the various areas, with the character of materials used and the dates the installations were made.

So that from these drawings and the assistance of some of the park employees who are familiar with the system, we will be able to really determine locations on the ground and distances without making extensive surveys.

We would expect to make measurements of the water at the various sources as we find them. However in order to properly evaluate the water for its service rendering ability, any records of the yield of these sources during other years and other periods of the vacation season will be very important.

Therefore if there are measurements of the flow of each or any of the sources, and a record of the pumpage each day or month during the season when the area is being used, that data will be very helpful.

Also we feel that it will be necessary to have the pipes uncovered at various places so that we can examine their present conditions. It may be desirable to cut the pipe at some points to actually see the condition of the pipe on the inside.

We, therefore, propose that we will come to Bryce National Park, spend the necessary time to study the system on the ground with the above mentioned information and drawings, inspect the physical system by having it exposed by others so we can actually see the pipe and some of the fittings themselves, get the necessary data on the water supply and its use, and with that data prepare an appraisal report.

We will undertake to make this study and report as suggested above for a fee of \$1950.00.

We trust you will appreciate the amount of study and analysis of costs which goes into such an appraisal report to be effective in accomplishing your purpose.

We would be pleased to hear further from you.

Respectfully yours,
CALDWELL, RICHARDS & SORENSEN

By /s/ A. H. Sorensen

420/bog

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In reply refer to:

L 54

cc Cedar Breaks
Smith
Crowley

April 21, 1956

Memorandum

To: Superintendent, Zion and Bryce Canyon National Parks
From: Acting Chief, Western Office, Division of Design and Construction
Subject: Proposed Acquisition of Water Rights, Utah Parks Company,
Bryce Canyon National Park and Cedar Breaks National Monument

Reference is made to your memorandum of March 22 to the Regional Director regarding the acquisition of water rights of the Utah Parks Company at Bryce and Cedar Breaks. I discussed the problem with Engineer Wilcox when he was in the office and advised him that, due to the pressure of getting the 1957 construction projects under way this summer and to obtain necessary field information for the 1958 projects, we are concentrating our survey crews on construction work. However, we have found a man who we think will be good on water rights work, and we have asked the Washington Office for approval to hire him or someone else. His expenses, or at least a portion of them, would be paid out of the water rights appropriation and he would concentrate all of his time on such projects throughout the western areas.

Pending a decision, we plan to send Engineer Bauermeister (who should be reporting for work next week) to Zion and Bryce and Cedar Breaks areas this summer starting in June in order to help out with the construction programs. He, along with 3 students, will comprise a survey party who will help you lay out the work for the 1957 Fiscal Year program and also obtain information on the 1958 construction program. If time permits, we will be glad to have him help your engineer work on the water rights surveys needed until such time as we have a water rights engineer available.

(SGD.) P. E. SMITH

P. E. Smith
Acting Chief, Western Office
Division of Design and Construction

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152-DC-CB

Zion and Bryce Canyon National Parks
Springdale, Utah

March 22, 1956

Memorandum

To: Regional Director, Region Three
 From: Superintendent, Zion and Bryce Canyon
 Subject: Proposed Acquisition of Water Rights, Utah Parks Company
Bryce Canyon National Park and Cedar Breaks National Monument

Please refer to your memorandum, February 16, 1955, in this subject matter.

Compliance with your instructions has been very slow indeed. However, the search for a qualified appraiser was undertaken and our inability to obtain detailed drawings and adequate data on the systems involved caused delays.

My first step in this direction was in a meeting with Mr. W. P. Rogers on April 12, 1955 during which oral consent was given for a qualified appraiser to enter on the properties of the Company. Mr. Rogers agreed to it at the time expressing the opinion that the Company was also interested in the actual values of their water rights systems and lands.

Soon thereafter I proceeded to St. George and Richfield, Utah, to interview engineers specializing in water rights, in order to secure some quotation of the cost of an appraisal. Failing to secure a qualified person or firm near here I proceeded to Salt Lake City and obtained the interest of Caldwell, Richardson and Sorenson, a very reputable and long established engineering firm specializing in water projects. Their request was for detailed maps, layouts, et cetera in order to approximate the scope of the appraisal before a quotation could be given.

On June 18, 1955, the day before my accident, I wrote Mr. Rogers, copy enclosed, requesting plans for the location of the lands and systems involved. There was no reply to this letter. However, in January, 1956, Mr. George Craft of the Utah Parks Company delivered to this office many plans of various installations. From our point of view these were entirely inadequate as far as describing the whole system for each area. Assistant Superintendent Thomas took these plans to Salt Lake City and delivered them to Caldwell, Richards and Sorenson. Enclosed are copies of their letter of March 19 listing certain conditions for the appraisal and quoting a price of \$1950.00. The quotation is for Bryce Canyon only.

WESTERN OFFICE
DESIGN & CONSTRUCTION

MAR 26 1956A

CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.

ACTION TAKEN - DA

4/21

From my point of view it seems of utmost importance that we have complete detailed plans of the Bryce Canyon and Cedar Breaks properties of the Utah Parks Company pertaining to their water rights, distributing systems and pertinent lands outside the park areas. Such information is contemplated in the studies requested by Mr. Dunn. Your memorandum of March 7 and our reply of March 14 outlines some of the problems in completing this work. Time is an important element and the work should not be delayed until after July 1. If possible an engineer with crew should be assigned and the work started by May 15, this year. It would probably take more than one month to cover both areas with a detailed survey and complete the drawings. The engineer's per diem would amount to about \$100 and at least two assistants employed locally at about \$14.00 per day would add another \$200.00. At least \$300.00 for expenses in addition to personal services would bring the total to \$1500.00.

Our Park Engineer, Mr. Wilson, is to report for several weeks at the Western Office, Design and Construction, and on his return must necessarily give technical supervision to the campground and road construction projects at Bryce Canyon and corrective measures on the Zion-Bryce Canyon Approach Road. He can give some assistance in the water system surveys, but reliance for direction of the project must be on others.

With detailed surveys and drawings we will be in a position to obtain firm appraisal quotations. Perhaps you can get the funds through Mr. Dunn and also request Mr. Hill of the Western Office, Design and Construction for an engineer and crew, or secure authority for this office to recruit and employ them.

(SGD) PAUL R. FRANKS

Paul R. Franks
Superintendent

In triplicate, w/copies letter from Caldwell, Richards & Soransen,
w/copies Mr. Franks's letter of 4/16/55 to
Mr. W. P. Rogers, Utah Parks Company

cc: Western Office, Design and Construction
Bryce Canyon
Cedar Breaks

LSH-DC

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Glen and Bryce Canyon National Parks
Springdale, Utah

June 18, 1955

Mr. W. F. Rogers, General Manager
Utah Parks Company
Cedar City, Utah

Dear Mr. Rogers:

I have a further request relative to the acquisition of water rights at Bryce Canyon and Cedar Breaks. As you know negotiations were contingent on an appraisal of the rights, the lands involved, and the water distributing system owned by the Utah Parks Company. Appraisers interested have asked for plans of the above in order to estimate the cost of an appraisal to be undertaken by the National Park Service.

Anything you can do to make available a set of plans or maps covering the location of the lands involved in the water rights and of the distributing systems would be greatly appreciated.

Sincerely yours,

(SGD) PAUL E. FRANKS

Paul E. Franks
Superintendent

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



Director
Mr. Taylor
Mr. Barton
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
November 19, 1941.

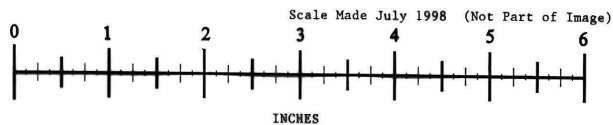
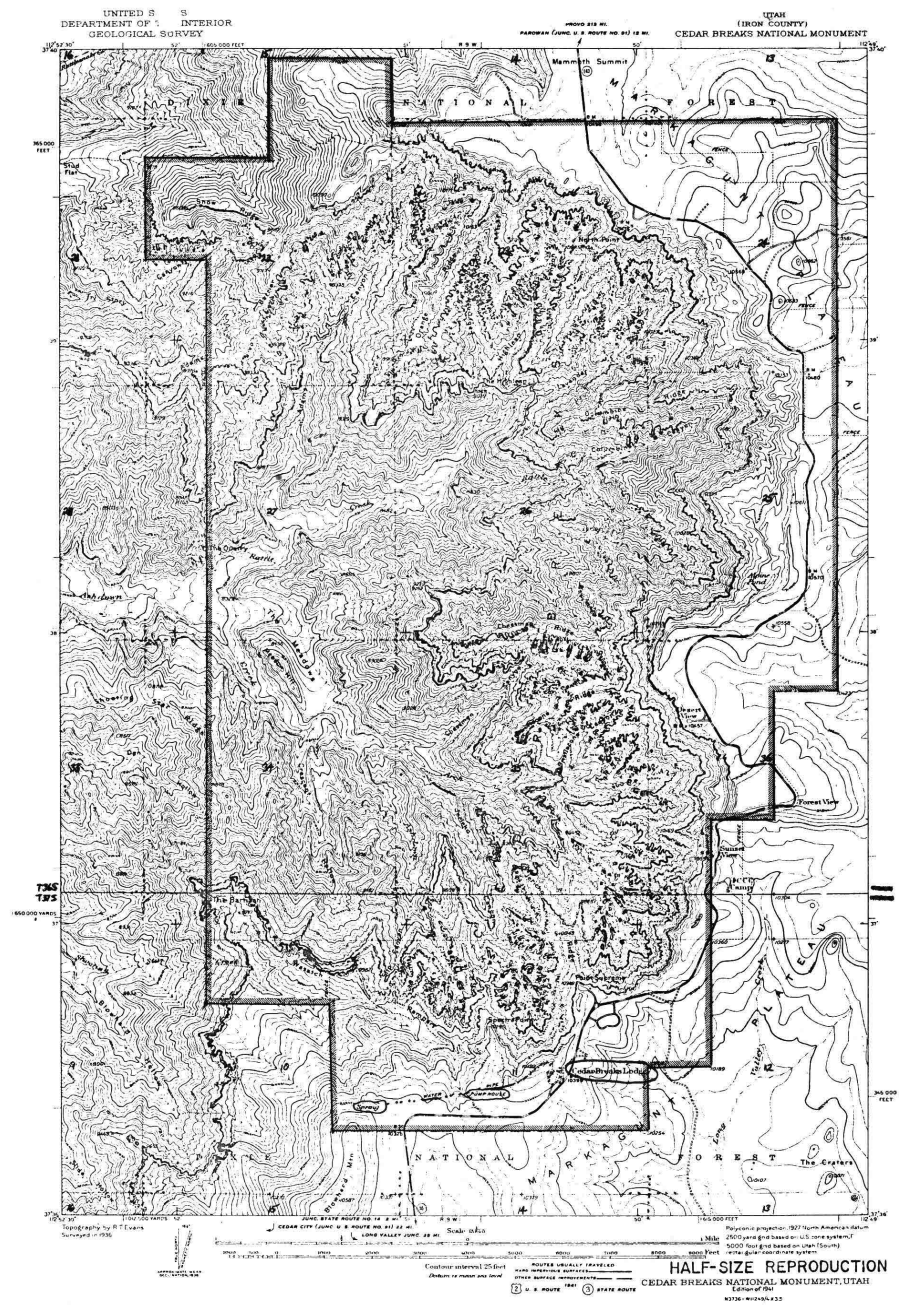
MEMORANDUM for the Superintendent,
Zion National Park:

For your records we enclose a copy of Water Right Application No. 9386, Certificate No. 1494, owned by the Utah Parks Company in connection with their water system at Cedar Breaks National Monument. This is the only right under which both the Company and the Park Service now divert and use water at this Monument.

(SGD.) A. VAN V. DUNN
Hydraulic Engineer.

Enclosure 919951.

cc: Director, with enclosures.
Region III, with enclosures.



Docket Compiled: 3/9/2012