12-03-1938: application no. a-1764: covering appropriation of water from bright angel creek

Grand Canyon, Arizona,
December 3, 1938.

APPLICATION NO.: A-1764.

COVERING APPROPRIATION OF WATER FROM: Bright Angel Creek.

AMOUNT: 12 cubic feet per second.

FOR USE AT: Union Pacific Power Plant just below junction of Roaring Springs Creek to supply electrical energy for pumping water to North Rim and for use at Grand Canyon Lodge and elsewhere on North Rim-- Residential, Industrial and Hotel areas.

DATE OF FILING: April 30, 1937, at 9:00 a. m.

FILING FEE: $3.00, Receipt No. 3296, dated April 30, 1937.

RECORDING FEE: $45.00, Receipt No. 3343, dated June 17, 1937.

PERMIT NO.: A-1092.

PERMIT DATED: June 29, 1937.

DATE OF PRIORITY: April 30, 1937.

DATE BY WHICH CONSTRUCTION SHALL BEGIN: Completed.

DATE BY WHICH CONSTRUCTION SHOULD BE COMPLETED: Completed.

DATE BY WHICH COMPLETE USE OF WATER SHALL BE MADE: On or before June 28, 1942.

NOTICE OF COMPLETE APPLICATION OF WATER TO BENEFICIAL USE: This was filed with the State Water Commission with my letter of August 4, 1937. It was returned by the Commission with Mr. Stewart's letter of August 14, in which he advised that the application which was filed on April 30, 1937, states that it is desired to make complete use of the water within 5 years from that date. The Notice of Complete Application, however, which I filed on August 4, 1937, stated that water was completely applied to use on April 1, 1928, that is; the date by which Generators 1 and 2 were installed. For this reason, the Notice of Complete Application was returned by the Commission to be re-filed at some later date. I took no further action on the matter until I called at the office of the Commission in person on September 27, 1937. At that time I discussed the matter with Mr. Wanslee and Mrs. Harrison and they decided that the Notice of Complete Application of Water was acceptable as originally filed. It was, therefore, re-filed as of the date of my visit, September 27.

PROOF OF APPROPRIATION OF WATER: Filed under date of December 23, 1937. This shows that construction work began August 24, 1927, and was completed September 25, 1929, also that water was completely applied to use on April 1, 1928, after installation of Generators Nos. 1 and 2, completed March 19, 1928, later Generator No. 3 was added, work on which was completed Sep-

tember 25, 1929, which date is given as Completion of Construction Work.

CERTIFICATE OF WATER RIGHT FEE: $3.50, Receipt No. 159, dated January 15, 1938.

CERTIFICATE OF WATER RIGHT NO. 723: Issued March 16, 1938. Recorded by me with the County Recorder of Coconino County, Arizona, at 3:15 p. m. on March 29, 1938, and is of record in the office of the County Recorder on pages 419-421, Book 5, Mill Sites and Water Rights.

REMARKS: Copy of Application No. A-1764 (Permit No. A-1092), together with a copy of this summary and a copy of Certificate of Water Right No. 723, is being sent to the Director and to Mr. Joseph E. Taylor. With my letter of September 9, 1937, I sent Mr. B. H. Prater, Chief Engineer, Union Pacific System, a copy of Application No. A-1764 (Permit No. A-1092). I am now sending to Mr. Prater a copy of this summary and a copy of Certificate of Water Right No. 723. The original of all papers, receipts and documents in connection with this case is on file in my office.

M. R. Tillotson

M. R. TILLOTSON,
Superintendent.

C. M. C.

WATER RESOURCES/WATER RIGHTS DATE: Septmeber 28, 1973

WATER RIGHT/SOURCE DOCKET INFORMATION

REGION Western AREA Grand Canyon National Park

SITE Bright Angel Creek for North Rim

STATE Arizona COUNTY Coconino DOCKET NO WR #2

LOCATION NE¼ NE¼ Sec. 11, T32N, R3E, G&SRB&M

REGIONAL BASIN LOCAL BASIN

ACQUIRED BY Appropriation

APPLICATION A-1764 PERMIT A-1092 CERTIFICATE 723

ACTION DUE PRIORITY April 30, 1937 RESERVATION Jan 11, 1908

QUANTITY USED: -0- USE None

STATUS Inactive SOURCE Creek

REMARKS Hydrologic Unit #15010001

NARRATIVE: This docket also contains the following infommation :

On April 30, 1937, the United States made application A-1764 to the state of Arizona to appropriate water from Bright Angel Creek, at the point where it joins Roaring Springs Creek. A small dam was to be built at that point, to supply electrical power and light to Bright Angel point, for use at the hotel and campground operated by the Utah Parks company on land leased from the United States.

Permit A-1092 was granted for this project on June 29, 1937.

On October 31, 1971, the Utah Parks company donated "its interest in buildings, structures, utility systems and certain other personal property in the National Parks" to the United States, together with its right, title and interest in all water rights used in connection with its property inside these parks. The company was to continue to operate its concessions inside the parks, however, for another year, or until the United States could secure another concessioner to take over the operation.

Certificate 723 was granted by the Arizona State Water Commissioner for this water right on March 16, 1938. The status appears to be "inactive" due to electrical power lines constructed in later years.

Kevin Kidder
June 30, 1976

While the State of Arizona has not yet cancelled this water right license, there is the possibility that such will happen due to the lack of use of the right. The area does, however, carry a reservation date of January 11, 1908.

Compiled by Wm. N. Murray

Approved by W. Werrell

Page 1 of 1

RECORDED
COMPARED

THE MANUFACTURING STATIONERS INC. PHOENIX, ARIZONA 53921

Certificate Record No. 723 Copy Page No. 723

STATE OF ARIZONA

WATER DISTRICT NO. COUNTY OF COCONINO

CERTIFICATE OF WATER RIGHT

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

This is to Certify, *That* United States of America, Grand Canyon National Park, *of* Grand Canyon, Coconino County, *State of* Arizona, *has made proof to the satisfaction of the STATE WATER COMMISSIONER of Arizona of a right to the use of the waters of* Bright Angel Creek, *a tributary of* Colorado River, *for* the generation of power *under Application No.* A-1764 *Permit No.* A-1092 *of the State Water Commissioner, and that said right to the use of said waters has been perfected in accordance with the laws of Arizona, and made and entered of record in the Records of the State Water Commissioner at Phoenix, Arizona, in Volume* 2 *at page* 723, *on the* 16th *day of* March, 1938 *; that the priority of the right hereby confirmed dates from* April 30, 1937 *; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed* Twelve (12) Cubic Feet Per Second,

A description of the lands under such right, and to which the water hereby confirmed is appurtenant, or if for other purposes, the place where such water is put to beneficial use, is as follows: POWER WILL BE GENERATED AT THE POWER PLANT LOCATED IN THE NORTHEAST QUARTER SOUTHEAST QUARTER (NE¼SE¼) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE THREE (3) EAST, GILA AND SALT RIVER BASE AND MERIDIAN (UNSURVEYED), AND WILL BE USED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼SE¼) OF SECTION TWO (2) AND IN SECTION THREE (3), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE THREE (3) EAST, GILA AND SALT RIVER BASE AND MERIDIAN (UNSURVEYED), AND IN SECTION THIRTY-FOUR (34), TOWNSHIP THIRTY-THREE (33) NORTH, RANGE THREE (3) EAST, GILA AND SALT RIVER BASE AND MERIDIAN, (UNSIRVEYED), ALL WITHIN COCONINO COUNTY, ARIZONA.

THE POINT OF DIVERSION UNDER THIS APPROPRIATION AND RIGHT TO THE USE OF WATER IS LOCATED SOUTH 23°-16' EAST 57,828 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, AT THE JUNCTION OF ROARING SPRING CREEK AND BRIGHT ANGEL CREEK WITHIN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼NE¼) OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, (UNSURVEYED) COCONINO COUNTY, ARIZONA.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, and subject to all prior existing rights.

Rights to the use of water for power purposes are limited to a period of forty years from the date of priority of the right, as herein set forth, subject to a preference right of renewal under the laws existing at the date of the expiration of the right for power purposes, as hereby confirmed and limited.

Witness *the seal and signature of the STATE WATER COMMISSIONER affixed this* 16th *day of* March 19 38.

(SEAL)

By Jim C. Wanslee
State Water Commissioner.

Attest: Icie L. Harrison
Secretary.

Recorded in State Record of Water Right Certificates, Volume 2 *Page* 723

21

COMPARED INDEXED

Certificate of Water Right

STATE OF ARIZONA

to

Grand Canyon National Park

RECD APR 6 1938

No. 434

RECORDED AT REQUEST OF

M. R. Tillotson

March 29 A. D. 19 38

At 3:15 o'clock P. M.

In Book 5 Mill Sites & Water Rights

Pages 419-421

Records of Coconino County

Marie Gregg, County Recorder

By----------Deputy

Certificate Record No. [illegible] Page No. [illegible]

STATE OF ARIZONA

WATER DISTRICT NO. COUNTY OF COCONINO

CERTIFICATE OF WATER RIGHT

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

This is to Certify, *That* United States of America, Grand Canyon National Park, *of* Grand Canyon, Coconino County, *State of* Arizona, *has made proof to the satisfaction of the STATE WATER COMMISSIONER of Arizona of a right to the use of the waters of* Bright Angel Creek, *a tributary of* Colorado River, *for* the generation of power *under Application No.* A-1764, *Permit No.* A-1092, *of the State Water Commissioner, and that said right to the use of said waters has been perfected in accordance with the laws of Arizona, and made and entered of record in the Records of the State Water Commissioner at Phoenix, Arizona, in Volume* 2, *at page* 723, *on the* 16th *day of* March, 1938; *that the priority of the right hereby confirmed dates from* April 30, 1937 ; *that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed* Twelve (12) Cubic Feet Per Second.

A description of the lands under such right, and to which the water hereby confirmed is appurtenant, or if for other purposes, the place where such water is put to beneficial use, is as follows: POWER WILL BE GENERATED AT THE POWER PLANT LOCATED IN THE NORTHEAST QUARTER SOUTHEAST QUARTER (NE¼SE¼) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE THREE (3) EAST, GILA AND SALT RIVER BASE AND MERIDIAN (UNSURVEYED), AND WILL BE USED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼SE¼) OF SECTION TWO (2) AND IN SECTION THREE (3), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE THREE (3) EAST, GILA AND SALT RIVER BASE AND MERIDIAN (UNSURVEYED), AND IN SECTION THIRTY-FOUR (34), TOWNSHIP THIRTY-THREE (33) NORTH, RANGE THREE (3) EAST, GILA AND SALT RIVER BASE AND MERIDIAN, (UNSURVEYED), ALL WITHIN COCONINO COUNTY, ARIZONA.

THE POINT OF DIVERSION UNDER THIS APPROPRIATION AND RIGHT TO THE USE OF WATER IS LOCATED SOUTH 23°-16' EAST 57,328 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, AT THE JUNCTION OF ROARING SPRING CREEK AND BRIGHT ANGEL CREEK WITHIN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼NE¼) OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, (UNSURVEYED) COCONINO COUNTY, ARIZONA.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, and subject to all prior existing rights.

Rights to the use of water for power purposes are limited to a period of forty years from the date of priority of the right, as herein set forth, subject to a preference right of renewal under the laws existing at the date of the expiration of the right for power purposes, as hereby confirmed and limited.

Witness *the seal and signature of the STATE WATER COMMISSIONER affixed this* 16th *day of* March 1938.

By [signature] *State Water Commissioner.*

Attest: [signature] *Secretary.*

Recorded in State Record of Water Right Certificates, Volume 2, *Page* 723.

03-29-1938: certificate of water right: no. 434

Certificate of Water Right

STATE OF ARIZONA

to

Grand Canyon National Park

No. 434

RECORDED AT REQUEST OF
M. R. Tillotson
March 29 A. D. 38
A. 3:15 P.
5 Mill Sites & Water Rights
419-421

Harris Gregg

By

00-00-0000: proof of appropriation of water: bright angel creek; application no. a-1764, permit no. a-1092

Application No. A-1764 Permit No. A-1092 County COCONINO

PROOF OF APPROPRIATION OF WATER

1. Name and address The United States of America, by M. R. Tillotson, Superintendent of Grand Canyon National Park, at Grand Canyon, Arizona.
2. Source of supply Bright Angel Creek
   Tributary of Colorado River
3. Location of point of diversion, NE¼ NE¼ Sec. 11, Tp. 32 N., Range 3 E.
4. Construction work began August 24, 1927 and was completed Sept. 25, 1929
5. State date water was completely applied to use *April 1, 1928, and since that time all
6. State purpose for which water is used of it has been used continuously during period of operation. Hydro Electric Power Generation.
7. State quantity of water that has been applied to use Twelve cubic feet, per second.
   (Quantity of water in second-feet, acre-feet per acre per annum, gallons per day or gallons per annum.)
8. The lands included in your permit are described in the table below. In the column headed "No. of acres actually irrigated" fill in only the number of acres that have been irrigated in each of the described tracts. If the appropriation is for municipal, domestic, stock watering or other use describe the forty-acre tract or tracts in which the water is used.

Township	Range	Section	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
32 N	3 E	11	NE¼ of SE¼	(For Power)	----------

*(Water was completely applied to use on April 1, 1928, after installation of generators No. 1 and No. 2, completed March 19, 1928. Later, generator No. 3 was added, work on which was completed Sept. 25, 1929, as stated under 4 above)

(Attach separate sheet if necessary)

9. (a) If a dam has been constructed, give description: Height, 2 ft.; length on top, 20 ft.; length on bottom 20 ft.; material used and character of construction, masonry

(b) Give description of headgate: Width, ... ft.; depth, ... ft.; material used and character of construction, Single opening into 26" penstock controlled by a gate set in the dam.

(c) Size of canal: Width on top (at waterline) ..... ft.; width on bottom, ... ft.; depth of water, ... ft.; grade, ... ft. fall per 1,000 ft. Actual capacity, ... sec.-ft.
Give general description: .....

(d) Pipe line: Description of intake, ...

Length of pipe, 2643 ft.; size at intake, 26 in.; size at 1000 ft. from intake, 26 in.; size at place of use, 26 in. Difference in elevation between intake and place of use, 229 ft.
Is grade uniform? Yes Actual capacity of pipe line, 12 sec.-ft.
Give general description: Continuous ~~stone~~ Stave redwood
(Material: Steel, wrought, cast iron, wood stave, etc.)

(e) Pumping plant: Give size and type of pump, ...
Suction lift, ... ft.; discharge lift, ... ft. Type of motor used .....
Horse power rating, ... H. P. Actual capacity of pump, ... sec.-ft.

10. During what months is water beneficially used? About May 15 to November 1.

11. State character of soil .....
Kind of crops raised .....

12. Does the accompanying map, filed with your application, show correctly the point of diversion, area of land irrigated, or place of use? Yes

13. If not, wherein is such map in error? .....

14. **Domestic Use.** State number of families and persons actually served, and describe other domestic uses of water .....

15. **Stock Watering Use.** State kind of stock served ..... State average number served per day for a period of one year .....

16. If for municipal, power, mining or any other purpose than irrigation state the extent and method of such use Non-commercial use for the development of hydro electric power used, to pump municipal water supply to Bright Angel Point and to supply light and power for the Park development, and hotel and campground areas, as leased by the United States to the Utah Parks Company, in Grand Canyon National Park.

08-14-1937: letter to superintendent from state water commissioner regarding a-1764, per. a-1092, bright angel creek (power)

OFFICE OF
S .E WATER COMMISSIONER
ROOM 407 ARIZONA STATE BUILDING
PHOENIX, ARIZONA

EDWIN T. STEWART
COMMISSIONER

August 14, 1937.



Mr. M. R. Tillotson, Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Re: A-1764, Per. A-1092,
Bright Angel Creek (Power)

Dear Mr. Tillotson:

This will acknowledge receipt of your letter of the 4th instant transmitting Notice of Complete Application of water to beneficial use under the above named permit. The notice states that the water was completely applied to use on April 1, 1928, while the application which was filed on April 30, 1937, states it is desired to make complete use of the water within five years from that date.

This notice should not be filed until the water is completely applied to the proposed use and we return it herewith with new form for use when needed.

Very truly yours,

Edwin T. Stewart

EDWIN T. STEWART
STATE WATER COMMISSIONER.

ETS:C

I am not quite clear as to just what is required in the way of filing of notices. I will therefore take this entire file with me to Phoenix for discussion with Mr. Stewart- and

After discussing this in person with Mr. Wanslee and Mrs. Harrison in this office on 8/27 they decided that the notice of complete application was acceptable as it was. I am therefore filing it.

08-04-1937: letter to state water commissioner from superintendent regarding notice of complete application of water rights

600-07

August 4, 1937.

Mr. Edwin T. Stewart,
State Water Commissioner,
Room 407, Arizona State Building,
Phoenix, Arizona.

Dear Mr. Stewart:

As requested by your letter of July 8, I am enclosing herewith signed Notice of Complete Application of Water to a Beneficial Use in connection with Application No. A-1764, Permit No. A-1092 covering the appropriation of twelve second feet of the waters of Bright Angel Creek for the purpose of generating hydro-electric power.

Very Sincerely Yours,

M. R. Tillotson,
Superintendent.

MRT/ma.

F.L.F. (illegible)

08-04-1937: notice of complete application of water to a beneficial use

NOTICE OF COMPLETE APPLICATION OF WATER TO A BENEFICIAL USE

I, M.R.Tillotson(for the United States of America), the holder of Application No. A-1761, being hydro-electric power (Reservoir or enlargement) Permit No. A-1092, issued by the State Water Commissioner of the State of Arizona for the appropriation of 12 second-feet of the waters of Bright Angel Creek in accordance with the tenor of such permit and the limitations endorsed thereon by the State Water Commissioner, have completely applied the water to a beneficial use, on the 1st day of April, 19 28, being the time limitation as fixed in said permit or extended by the State Water Commissioner for the complete application of water to a beneficial use.

Remarks: Construction work done by Utah Parks Co.(a subsidiary of the Union Pacific System) operating in Grand Canyon National Park under a term permit issued by the U.S. Department of the Interior. Installation of generators completed as follows: Nos. 1 and 2, March 19, 1928, No. 3, Sept. 23, 1929)

(If all the water granted in the permit has not been fully applied to beneficial use, you should so state, so that delinquent appropriators may)

In Witness Whereof, I have hereunto set my hand this 4th day of August, 19 37.

Grand Canyon National Park, Arizona
(Present address)

M.R.Tillotson
(Signature of applicant)
Superintendent, Grand Canyon National Park

Fill out, detach, and mail to the State Water Commissioner, Phoenix, Arizona.

07-08-1937: letter to superintendent from state water commissioner regarding app. no. a-1764, per. no. a-1092, bright angel creek

OFFICE OF
STATE WATER COMMISSIONER
ROOM 407 ARIZONA STATE BUILDING
PHOENIX, ARIZONA

EDWIN T. STEWART
COMMISSIONER

July
8
1937



Mr. M. R. Tillotson,
Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Re: App. No. A-1764,
Per. No. A-1092,
Bright Angel Creek.

Forms to be executed & submitted in quadruplicate. Fully executed in your letter of 7/12/37 to E. B. Ft. Pierce.

Dear Mr. Tillotson:

Enclosed herewith is the above designated permit, granted on the 29th day of June, 1937, to the United States of America by M. R. Tillotson, Superintendent of the Grand Canyon National Park, together with our Receipt No. 3343 for $45.00 recording fee.

The enclosed set of forms for notices are for your use in filing notice of complete application of water to beneficial use. In this connection your attention is directed to the date set forth in the permit on the fourth page of the instrument.

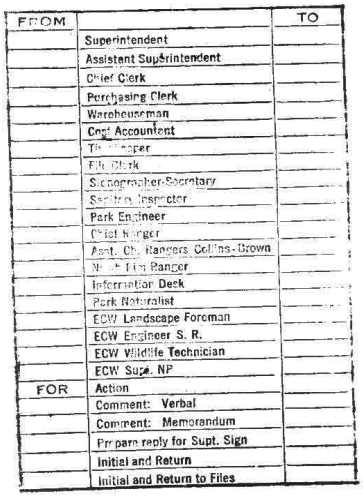
Very truly yours,

Edwin T. Stewart.

EDWIN T. STEWART
STATE WATER COMMISSIONER.

ETS:L
Encs.4.

00-00-0000: stamp of receipt



FROM		TO
	Superintendent	
	Assistant Superintendent	
	Chief Clerk	
	Purchasing Clerk	
	Warehouseman	
	Cost Accountant	
	Time Keeper	
	File Clerk	
	Stenographer-Secretary	
	Safety Inspector	
	Park Engineer	
	Chief Ranger	
	Asst. Ch. Rangers Collins-Brown	
	North Rim Ranger	
	Information Desk	
	Park Naturalist	
	ECW Landscape Foreman	
	ECW Engineer S. R.	
	ECW Wildlife Technician	
	ECW Supt. NP	
FOR	Action	
	Comment: Verbal	
	Comment: Memorandum	
	Prepare reply for Supt. Sign	
	Initial and Return	
	Initial and Return to Files	

AFFIDAVIT OF APPROPRIATOR

STATE OF ARIZONA,
County of Coconino } ss.

I, M. R. Tillotson, (Superintendent, Grand Canyon Natl. Park), being first duly sworn, depose and say that I have read the above and foregoing proof of appropriation of water; that I know the contents thereof, and that the facts therein stated are true.

IN WITNESS WHEREOF, I have hereunto set my hand this Twenty-third day of December, 19 37.

M R Tillotson
Superintendent

Subscribed and sworn to before me this 23 day of December, 19 37.

Gordon P. Cox
Notary Public.

(Notarial Seal)

My commission expires June 14, 1938

AFFIDAVIT OF WITNESSES

STATE OF ARIZONA,
County of Coconino } ss.

We, Clark M. Carrel, and Warren F. Hamilton of Grand Canyon, Arizona, being first duly sworn, depose and say that we are well acquainted with the facts and conditions set forth in the foregoing statement relative to proof of appropriation of water under Permit No. A-1092; that we and each of us have been over and upon each tract described in said proof, and from such personal inspection have knowledge that all necessary ditches, dams and other diversion and distributing works have been constructed, and water used as stated therein; that we have carefully read such proof of appropriation, and that each and every statement contained therein is true to the best of our knowledge and belief.

Clark M. Carrel

Warren F. Hamilton

Subscribed and sworn to before me this 23 day of December, 19 37.

Gordon P. Cox
Notary Public.

(Notarial Seal)

My commission expires June 14, 1938

REPORT OF PERSON MAKING INSPECTION

I, ..., do hereby certify that I have made an inspection of the works described herein and in Permit No....., on the ..... day of ....., 19....., and found the foregoing statements and descriptions of works to be accurate. In my opinion the appropriation has been completed to the extent of .....
(Quantity of water in second-feet,

.....
acre-feet per acre per annum, gallons per day or gallons per annum.)

and I recommend the issuance of a water right certificate for this amount.

.....
(Name)

.....
(Title)

RECD JUL 16 1937

July 14, 1937.

State Water Commissioner,
Room 407, Arizona State Building,
Phoenix, Arizona.

Dear Mr. Stewart:

Receipt is acknowledged of the following communications and accompanying enclosures from your office:

1. Your letter of July 8 re Application No. A-1765, Permit No. A-1093, for municipal use of 150,000 gallons per day of the waters of Roaring Springs; Receipt No. 3344 covering $5.00 recording fee; forms on which to file notice as to the beginning of construction work, etc. etc.

2. Your letter of July 8 re Application No. A-1764, Permit No. A-1092 covering the use of twelve second feet from Bright Angel Creek for power purposes; Receipt No. 3343 for the $45.00 recording fee; forms on which to file notice of complete application of water to a beneficial use.

3. Your letter of July 9 re Application No. A-1766, Permit No. A-1094 covering the appropriation of water from Bright Angel Creek for domestic use, irrigation and stock watering at Phantom Ranch; Receipt No. 3345 in the amount of $12.16 for recording fee; forms on which to file notice of complete application of water to a beneficial use.

4. Your letter of July 8 re Application No. A-1735, Permit No. A-1091 covering the appropriation of 300,000 gallons per day from certain springs and Garden Creek at Indian Gardens in connection with the South Rim municipal water supply; Receipt No. 3342 for your necessary $5.00 recording fee; form on which to file affidavit making Proof of Appropriation of Water. It is noted that an additional $3.50 fee will be required at the time of filing this proof.

Before filing the additional notices and proofs in connection with the four permits above specified, it will be necessary for me to secure further information on certain points. This I am arranging to do, and I will file the additional papers required at the earliest possible date, probably by a personal call at your office.

I appreciate greatly your personal attention and helpfulness in connection with these filings.

Very Sincerely Yours,

M. R. Tillotson,
Superintendent.

MRT/he.
CC: Mr. Taylor.

Application No. A-1764 Permit No. A-1092

P E R M I T

STATE OF ARIZONA,)
) ss.
COUNTY OF MARICOPA,)

This is to certify that I have examined the foregoing application and do hereby approve the same, and grant to the applicant a permit to appropriate the water described therein subject to the following limitations and conditions:

The amount of water appropriated shall be limited to the amount which can be applied to beneficial use and shall not exceed Twelve (12) cubic feet per second.

The priority of date under this permit is April 30, 1937.

Actual construction work has been completed.

Complete application of the water to the proposed use shall be made on or before June 28, 1942.

WITNESS my hand and seal of office this 29th day of June, 1937.

(SEAL) (Signed) Edwin T. Stewart,
State Water Commissioner.

Application No. A-1764
Permit No. A-1092

P E R M I T
To Appropriate Public Waters of
the State of Arizona

DISTRICT NO.____

This instrument was first received in the office of the State Water Commissioner at Phoenix, Arizona, on the 30th day of April, 1937, at 9:00 o'clock A.M.

Returned to applicant for correction

Corrected application refiled

Approved June 29, 1937.

Recorded in Book No. 10 of Applications for Permit at page 1764

(Signed) Edwin T. Stewart,
State Water Commissioner.

(SEAL)

08-30-1937: receipt for application no. a-1764, a-1765

$ 6.00 Application No. A-1764, A-1765

OFFICE OF THE STATE WATER COMMISSION Phoenix, Arizona, Aug- 30, 1937

RECEIVED from Treasurer U. S. (Fee U. S. Sig. Co.) Grand Canyon Natl. Park) six & no/100 Dollars,

which has been applied as follows:

Examination $ 6.00 Copying $

Recording $ Blue Prints $

Misc. Record $ Certificates $

Receipt No. 3296

Trinidad Flores
Secretary / State Water Commission

RECORDED
COMPARED

RECOMPARED

Permit No. A-1092

Application No. A-1764

(Corrected as per Supt. Tillotson letter of 4/21/37.)

APPLICATION FOR A PERMIT

To Appropriate Public Waters of the State of Arizona

Filed April 30, 1937, at 9:00 A. M.
(Applicant must not fill in the above blanks.)

I, The United States of America, by M. R. Tillotson, Superintendent of Grand Canyon National Park
(Name of Applicant.)

of Grand Canyon (Postoffice.), County of Coconino,

State of Arizona, do hereby make application for a permit to appropriate the following described unappropriated waters of the State of Arizona:

1. The source of the proposed appropriation is Bright Angel Creek
(Name of stream or name of reservoir and stream if water is diverted from reservoir.)
, tributary of the Colorado River.

2. The amount of water which the applicant intends to apply to beneficial use is:

For ..... (Municipal or Domestic.) use, ... gallons per day.

For ..... (Irrigation.) use, ... (Cubic feet per second, or acre feet per acre per annum.)

For ..... (Mining or Stock Watering.) use, ... (Cubic feet per second, or gallons per day.)

For Power (Power.) use, 12 cubic feet per second.

For ..... use, ...

3. The point of diversion is located at a dam in Bright Angel Creek at the junction of (State bearing and distance or coordinate distances to section or quarter section corner.)
Roaring Spring Creek and Bright Angel Creek, from which the south quarter corner of Section 18, T 34 N, R 3 E, bears N 25°16' W 57820 feet, in unsurveyed land,

being within the NE¼ of the NE¼ (State 40-acre subdivision of U. S. Government survey or projection thereof.) of Sec. 11, T. 32 N, (No. N. or S.)
R. 3 E., G. & S. R. B. & M., in the County of Coconino, as projected from said
south quarter corner of Section 18, T 34 N, R 3 E.

4. The penstock is now ~~to be~~ 0.5 miles in length, terminating in the (Main ditch, canal or pipe line.) as projected
NE¼ of the SE¼ (State 40-acre subdivision of U. S. Government survey or projection thereof.) of Sec. 11, T. 32 N (No. N. or S.), R. 3 E / (No. E. or W.), G. & S. R. B. & M.,
the proposed location being shown throughout on the accompanying map.

DESCRIPTION OF WORKS

5. **Diversion Works:** (a) Diversion ~~will be~~ is by gravity, the diverting dam ~~to be~~ ing 2 feet in height (stream bed to overflow), 20 ft. long on top, and constructed of masonry. (Concrete, earth, brush, etc.)

(b) Description of headgate The headgate is a single opening into the 26" penstock, controlled by a gate set in the dam. (Timber, concrete, etc., number and size of openings.)

(c) If water is to be pumped give general description. (Size and type of pump.)

(Size and type of engine or motor to be used, total head water is to be lifted, etc.)

Do not use this form in making application for a permit to construct a reservoir and store water. A special form for this purpose may be obtained from the State Water Commissioner.

(Drainage sketch of Bright Angel Creek and tributaries and point of diversion of applicant, Grand Canyon N.P. - 1/25/39 - S. H.)

Original and 1 copy mailed Supt. Tillotson 4/2/37
1 copy " Director 23 "

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6. Conduit System. (a) Canal, ditch, flume: Width on top (at water line) ..... feet; width at bottom ..... feet; depth of water..... feet; length ..... feet; grade ..... feet per 1,000 feet; materials of construction .....
(Cross out two not used.)

(b) Pipe line: Diameter 26 inches; length 2643 feet; gradient 88.0 feet per 1,000 feet; total fall from intake to outlet 229 feet; kind redwood stave
(Riveted steel, cement, wood-stave, etc.)

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

7. Distributing Works. Tank or Trough: Material ..... Size.....
(Cross out one.)
Capacity .....

8. Cost and Construction Schedule. The estimated cost of the proposed project is $ 80,620
It is proposed to begin construction within completed after the approval of this
(Not over 1 year.)
application, to complete construction within completed thereafter and to completely apply the water to the proposed use 5 years after the ~~beginning of construction~~ present date.

DESCRIPTION OF PROPOSED USE

9. Domestic Use. Domestic use is proposed as follows: .....
(Describe nature of use which may include the irrigation of gardens not exceeding one-half acre, stating number of persons and number of domestic stock to be served, etc.)

10. Municipal Use. To supply the city of .....
..... County, having a present population of ....., and an
(Name of.)
estimated population of ..... in 19.....

11. Irrigation Use. (a) The land to be irrigated has an area of ..... acres; is located in ..... County, Arizona, and is particularly described by legal subdivisions as follows:

(Describe the subdivisions of the township or section the entire area of which it is proposed to irrigate, by the largest possible legal subdivisions, in the table below, inserting the area in the acreage column. In cases of irregular shaped parcels use a separate line to describe each 2½ acre subdivision in which they occur and insert only the area of such subdivision to be irrigated in the acreage column.)

Tp.	Range	Sec.	SUBDIVISIONS	Number Acres To Be Irrigated

(If more space is required, attach separate sheet.)

(b) What is the character of the soil? .....

(c) What quantity of water is necessary to raise proposed crops? .....
(Acre feet per acre per annum.)

(d) Land to be irrigated is owned by .....
(Name of owner.) (If applicant is lessee, etc., so state.)

(e) The irrigation season will begin about ..... and end about .....
(Beginning date each season.) (Closing date each season.)

(f) Has the land to be irrigated any water right or source of water supply other than that herein applied for? ..... Describe the nature and amount of any additional supply. .....
.....

12. Stock Watering Use. (a) What kind of stock is it proposed to serve? .....

(b) What is the average number of stock it is proposed to serve per annum? .....

(c) What is the maximum number of stock it is proposed to serve? .....
.....

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13. Power Use. (a) The maximum amount of water to be used through the penstock is ~~[illegible]~~ 12 cubic feet per second.

(b) Total amount of power to be developed 300 (Second feet × fall ÷ 8.8.) theoretical horsepower.

(c) Total fall to be utilized 229 (Pressure head.) feet.

(d) The nature of the works by means of which the power is to be developed three 100 HP impulse (Turbine, Pelton wheel, hydraulic ram, etc.) wheels connected to three 90 KVA, 60 cycle, 2300 volt, 3 phase generators.

(e) The works to be located, and the water to be released, in NE¼ of SE¼ (40-acre subdivision.) of Sec. 11, T. 32 N (No. N. or S.), R. 3 E (No. E. or W.), G. & S. R. B. & M, as projected in unsurveyed land

(f) Is water to be returned to any stream? Yes (Yes or No.) If so, name stream and describe location of point where returned Bright Angel Creek (Name of stream.) in the NE¼ of NE¼ (40-acre subdivision.), Sec. 11, T. 32 N (No. N. or S.), R. 3 E (No. E. or W.), G. & S. R. B. & M., as projected in unsurveyed land.

(g) The use to which the power is to be applied is non-commercially, to pump municipal water supply to Bright Angel Point, and supply light and power for the Park development and hotel and campground areas, as leased to the Utah Parks Company by the United States. (For distribution and sale or private use, etc.)

14. Mining Use. The mines to be served are known (Placer gold, lode gold, copper, etc.) as the (Names of claims or name of group.), located in (40-acre subdivision.), Sec. , T. (No. N. or S.), R. (No. E. or W.), G. & S. R. B. & M., and owned by

The method of utilizing the water is

Will the water be polluted by chemicals or otherwise? (Explain nature of pollution, if any.)

What disposition is made of water after use? (State if stored for reuse. If returned to a stream give name of stream and description of 40-acre tract to which returned.)

GENERAL

15. Are the maps required by the Rules and Regulations filed with Application? Yes (Yes or No.) If not, state specifically the time required for filing same

16. The proposed point of diversion is on land of United States of America (Grand Canyon National Park). (Insert name of owner, or state on Public Domain, National Forest, State Land, etc.)

17. The proposed conduit system is on land of United States of America (Grand Canyon National Park). (Insert name of owner, or state on Public Domain, National Forest, State Land, etc.)

18. The land at the proposed place of use is owned by United States of America (Grand Canyon National Park)

19. Post office used by those living near the proposed point of diversion is Kaibab Post Office, Arizona.

20. Of the applicant's knowledge, has the water described herein ever been appropriated, claimed or used by others? No If so, file a statement herewith furnishing names of former appropriators or users of the water, and supporting applicant's claim that the water is now subject to appropriation.

21. If the source of supply is a stream, state names and addresses of water users from the stream below the proposed point of diversion; or, if the source of supply is other than a stream, furnish the names and addresses of at least three residents of the vicinity familiar with the source of supply and the proposed use of water.

United States of America.

Fred Harvey - by lease from the United States.

Power is now transmitted by a line extending northerly from the Power Plant to applicant's plant in the SW¼ SE¼ of Sec. 2, T. 32 N. R. 3 E. (unsurveyed), which pumps the municipal water supply, about 50% of the power being used for this purpose. The line then extends northwesterly, approximately following the applicant's municipal water supply pipe line to Headquarters of Grand Canyon National Park on the North Rim of Grand Canyon (Bright Angel Point) located in Sec. 3 T 32 N, R 3 E and Sec. 34, T 33 N. R. 3 E, (unsurveyed) in Coconino County, Arizona, where the power is distributed and used.

(Signed) United States of America,
by M. R. Tillotson, Superintendent,
Grand Canyon National Park.
Signature of Applicant.

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ORDER OF CORRECTION

STATE OF ARIZONA, County of Maricopa. } ss.

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

In order to retain its priority, this application must be corrected, completed and refiled in the office of the State Water Commissioner on or before ....., 19.....

WITNESS my hand and seal of office this ..... day of ....., 19.....

.....
State Water Commissioner.

Application No. A-1764

RECORDED
COMPARED

Permit No. A-1092

PERMIT

(Permit copied from wording received with Supt. Tillotson's letter of 8/10/37.)

STATE OF ARIZONA, County of Maricopa. } ss.

This is to certify that I have examined the foregoing application and do hereby approve the same, and grant to the applicant a permit to appropriate the water described therein subject to the following limitations and conditions:

The amount of water appropriated shall be limited to the amount which can be applied to beneficial use and shall not exceed **Twelve (12) cubic feet per second.**

The priority of date under this permit is **April 30, 1937.**

Actual construction work ~~shall begin on or before~~ **has been completed.** ~~, and shall be prosecuted with reasonable diligence and be completed on or before~~

Complete application of the water to the proposed use shall be made on or before **June 28, 1942.**

WITNESS may hand and seal of office this **29th** day of **June,** 19**37.**

(SEAL)

(Signed) Edwin T. Stewart,
State Water Commissioner.

Application No. A-1764
Permit No. A-1092

PERMIT
To Appropriate Public Waters of the State of Arizona

District No. .....

This instrument was first received in the office of the State Water Commissioner at Phoenix, Arizona, on the 30th day of April, 1937, at 2:00 o'clock A. M.

Returned to applicant for correction 16

Corrected application refiled

Approved June 29, 1937.

Recorded in Book No. 10 of Applications for Permit at page 1764

(Signed) Edwin T. Stewart,
State Water Commissioner.

(SEAL)

THE MANUFACTURING STATIONERS INC. - PHOENIX, ARIZONA

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:

D E Whitton

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

By J C Mercer
President

Attest:

(Seal)
Assistant Secretary

08-01-1974: a notary public personally appeared j.c. kenefick: state of nebraska, county of douglas

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 corporations 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

ORIGINAL

C. D. No. 32482-16

DONATION AND CONVEYANCE OF CHATTELS

KNOW ALL MEN BY THESE PRESENTS:

That UTAH PARKS COMPANY, a corporation of the State of Utah, party of the first part, does, by these presents, give, donate, convey, transfer and deliver free and clear of any and all encumbrances unto the UNITED STATES OF AMERICA, party of the second part, all of its right, title and interest in and to the structures, buildings, equipment and personal property itemized on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the structures, buildings, equipment and personal property above described and itemized on Exhibit A unto the United States of America and its successors and assigns, forever, and Utah Parks Company hereby covenants with the United States of America that it is the lawful owner of said structures, buildings, equipment and personal property hereby donated; that it has the right to donate the same as aforesaid and that the same are free from encumbrance, and that it will warrant and defend said structures, buildings, equipment and personal property against the lawful demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed as of the 31st day of December, 1971.

Witness:

UTAH PARKS COMPANY,

By _____ President

Attest:

_____ Assistant Secretary

Accepted:

_____ Director, National Park Service.

12-31-1971: a notary public personally appeared j.c. kenefick: nebraska, douglas county

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 instrument 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. L. [illegible]
Notary Public

Residing at OMAHA, NEBRASKA 68102

(Seal)

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,

BOOK 178 PAGE 490

privileges, hereditaments, appurtenances and advantages thereto 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 described 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 pipelines.

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 thereto, 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 exceptions, reservations, and other provisions, the said premises 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 premises unto the said Grantee, its successors and assigns, forever, 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 1973 AT 9 AM
AT REQUEST OF Security Title Company
FEE $5.00 Lyle W. Miller Deputy
RECORDER GARFIELD COUNTY, UTAH
B. 178 P. 490-493

12-31-1971: court appearance of j.c. kenefick: nebraska, douglas county

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 instrument 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

NOTARY PUBLIC COMMISSION EXPIRES

R E L Imbus
Notary Public

Residing at OMAHA, NEBRASKA 68102

(Seal)

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EXHIBIT D

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 NATIONAL PARK FOUNDATION, a non-profit and charitable corporation created by Act of Congress of December 18, 1967, 81 Stat. 656, 16 U.S.C. 19e, Grantee, party of the second part,

WITNESSETH, That

WHEREAS, the Grantee desires to acquire the land hereinafter described in connection with the purpose and the activities of the Grantee; and

WHEREAS, the Grantor is willing to donate said land 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 lots or parcels of land, to wit:

PARCEL 1:

A parcel of land situate in Kanab, Kane County, Utah, more particularly described as follows:

Lots 1 and 2 in Block 18 as platted in Plat "A" of the Official Survey of Kanab Townsite, together with that portion of the northerly 49.5 feet of First Street South, vacated by resolution of the Board of Trustees of the Town of Kanab, Kane County, Utah, by ordinance adopted February 15, 1928, lying southerly of and adjoining said Lots 1 and 2.

PARCEL 2:

Also, a tract or parcel of land situate in the $W\frac{1}{2}$ of Section 11, Township 36 South, Range 11 West of the Salt Lake Base and Meridian, in Iron County, Utah, bounded and described as follows:

Beginning at the center of said Section 11;

thence South 5.72 feet;

thence West 166.98 feet;

thence North 123.75 feet;

thence southeasterly a distance of 201.3 feet to the point of beginning.

It being the intention to hereby convey all of that certain tract of land which was heretofore conveyed by George H. Wood and Elizabeth Ann Wood to Utah Parks Company by warranty deed dated August 22, 1929.

Also, all of Lot 5 and all those portions of Lots 4 and 6, of Block 57, Plat B Cedar City Town Survey, as platted on the Official Plat of said Survey, filed in the office of the County Recorder of Iron County, Utah, all in Iron County, Utah, together bounded and described as follows:

Beginning at the northwest corner of said Lot 6 of Block 57;

thence south along the west lines of said Lots 6, 5 and 4 a distance of 291.0 feet;

thence east to the east line of said Lot 4;

thence north along the east lines of said Lots 4 and 5 a distance of 159.0 feet to the northeast corner of said Lot 5;

thence northwesterly long the meandering line of Coal Creek to the north line of said Lot 6;

thence west along said north line of Lot 6 to the point of beginning.

PARCEL 3:

Also, a parcel of land situate in Cedar City, Iron County, Utah, more particularly described as follows:

Those portions of Lots 1 and 18 in Block 46, Plat "B" Cedar City Town Survey, as platted in the official map of said Survey filed in the office of the County Recorder of Iron County, in Iron County, Utah, together bounded and described as follows:

Beginning at the southeast corner of said Lot 18 in Block 46;

thence North along the east line of said Block 46 a distance of 123.75 feet;

thence West 198.0 feet to a point in the west line of said Lot 18;

thence South along the west lines of said Lots 18 and 1 a distance of 170.4 feet;

thence East along a straight line parallel with the south line of said Block 46 a distance of 144.0 feet;

thence easterly along a line curving to the left, having a radius of 412.98 feet and which is tangent at its point of beginning to the last described line a distance of 54.13 feet, more or less, to a point in the east line of said Block 46;

thence North along said east line of Block 46 a distance of 43.11 feet, more or less, to the point of beginning;

together with the Grantor's right, title and interest in and to 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 thereto 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 described and conveyed herein and any means of ingress or egress appurtenant thereto.

EXCEPTING from this conveyance of the premises described as Parcels 1 and 2 above 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 thereto, 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, and further EXCEPTING from this conveyance of the premises described as Parcel 3 above, all minerals and all mineral rights in and underlying said Parcel 3 as set forth in that certain Quitclaim Deed dated April 1, 1971, from Union Pacific Railroad Company to Union Pacific Land Resources Corporation, identified in the records of Union Pacific Railroad Company as its C.D. No. 32482-14-2, whereby Union Pacific Railroad Company quitclaimed to Union Pacific Land Resources Corporation all of its right, title and interest in and to all minerals and all mineral rights in and underlying the land described as Parcel 3 above.

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

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, and other provisions, the said premises 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 premises unto the said Grantee, its successors and assigns, forever, 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

C. D. No. 32482-20

WAIVER AND RELINQUISHMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, on October 29, 1948, UTAH PARKS COMPANY, a corporation of the State of Utah (hereinafter called "Utah Parks") and UNITED STATES OF AMERICA, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (hereinafter called "United States"), entered into an agreement, identified in the records of United States as its Concession Contract No. I-100np-102, whereby Utah Parks was authorized to provide and operate concession facilities for the public in Zion, Bryce Canyon, and Grand Canyon (North Rim) National Parks, and on January 5, 1965, the above parties also entered into an agreement, identified in the records of United States as its Concession Contract No. ZION 14-10-0333-1367, whereby Utah Parks was authorized to provide and operate concession facilities for the public in Cedar Breaks National Monument; said Zion, Bryce Canyon and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument being hereinafter referred to sometimes as "National Parks";

WHEREAS, the above Concession Contracts have been variously amended and extended to and including December 31, 1971, and, as so amended and extended, are hereinafter referred to as "Concession Contracts";

WHEREAS, effective as of the date hereof, Utah Parks is donating its interest in buildings, structures, utility systems and certain other personal property in the National Parks, except certain inventories, to the United States;

WHEREAS, Utah Parks will continue to operate the facilities and provide necessary visitor services at the National Parks under said Concession Contracts, as further amended and extended, through December 31, 1972, or until such prior date as a successor concessioner may be designated and approved by the United States and who will purchase the above-mentioned inventories of Utah Parks;

WHEREAS, to enable the United States to secure a successor concessioner to operate the National Parks, it is necessary that Utah Parks waive and relinquish all of its possessory interests and any and all claims for reimbursement for said possessory interests under said Concession Contracts or under the concession laws and statutes applicable to the National Park System;

NOW THEREFORE, Utah Parks hereby waives and relinquishes all of its possessory interests and any and all claims for reimbursement for said possessory interests under said Concession Contracts or under the concession laws and statutes applicable to the National Park System.

IN WITNESS WHEREOF, 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

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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 instrument 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

Notary Public

Residing at OMAHA, NEBRASKA 68102

(Seal)

_____No._____ Audit No._____ _____No._____

LEASE

Date. THIS AGREEMENT, made and entered into this 1st day of January, 19 72,

Parties. by and between LOS ANGELES & SALT LAKE RAILROAD COMPANY,

a corporation of the State of Utah, and its lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter collectively called "Lessor"), parties of the first part, and NATIONAL PARK FOUNDATION, a non-profit and charitable corporation created by Act of Congress of December 18, 1967, 81 Stat. 656, 16 U.S.C. 19e (hereinafter called "Lessee"), party of the second part, WITNESSETH:

Lease. Section 1. The Lessor, for and in consideration of the covenants and payments hereinafter mentioned to be performed and made by the Lessee, hereby agrees to lease and let and does hereby lease and let unto the Lessee for a term beginning on the

Term. 1st day of January, 19 72, and extending to and including the 31st day of December, 19 74, unless sooner terminated as herein provided, the portion of the premises

Location. of the Lessor at Cedar City, Iron County, Utah, shown outlined by yellow lines on the plat, or described in the description, or both, hereto attached and hereby made a part hereof; RESERVING, however, to the Lessor the right to place and maintain at prominent places on the leased premises signs advertising Union Pacific Railroad.

Improvements. It is agreed that no improvements placed upon the leased premises by the Lessee shall become a part of the realty.

Rental. Section 2. The Lessee agrees to pay to the Lessor for the use of said premises rental at the rate of One and no/100---------- Dollars ($1.00) per annum, payable annually in advance. Acceptance of said rental in advance by the Lessor shall not act as a waiver of its right to terminate this lease as hereinafter provided.

Taxes. The Lessee further agrees to pay, before the same shall become delinquent, all taxes levied during the life of this lease upon the leased premises and upon any buildings and improvements thereon, or to reimburse the Lessor for sums paid by the Lessor for such taxes, except taxes levied upon the leased premises as a component part of the railroad property of the Lessor in the state as a whole.

Assessments. If, during the life of this lease, any street or other improvement, whether consisting of new construction, maintenance, repairs, renewals, or reconstruction, shall be made, the whole or any portion of the cost of which is assessed against or is fairly assignable to the leased premises, the Lessee agrees to pay in addition to the other payments herein provided for—

(a) Nine and one-half percent (9½%) per annum on the amount so assessed against or assignable to the said premises when expenditures by the Lessor for such improvements are properly chargeable to capital account under the accounting rules of the Interstate Commerce Commission current at the time;

(b) the entire amount so assessed against or assignable to the said premises when expenditures for such improvements are not properly chargeable to capital account under said accounting rules.

Use of Leased Premises. Section 3. The Lessee covenants that the leased premises shall not be used for any other purpose than ~~for~~ in connection with the operation of the Zion, Bryce Canyon, and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument and agrees that if the Lessee abandons the leased premises, the Lessor may enter upon and take possession of the same, and that a nonuser

Abandonment. for the purpose mentioned continuing for thirty days shall be sufficient and conclusive evidence of such abandonment.

Except as provided in Section 19 hereof,

Lessee Not to Sublet or Assign. Section 4. The Lessee agrees not to let or sublet the leased premises, in whole or in part, or to assign this lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this lease, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Lessor, shall terminate this lease.

Use for Unlawful Purposes Prohibited. Indemnity. Section 5. It is especially covenanted and agreed that the use of the leased premises or any part thereof for any unlawful or immoral purposes whatsoever is expressly prohibited; that the Lessee shall hold harmless the Lessor and the leased premises from any and all liens, fines, damages, penalties, forfeitures or judgments in any manner accruing by reason of the use or occupation of said premises by the Lessee; and that the Lessee shall at all times protect the Lessor and the leased premises from all injury, damage or loss by reason of the occupation of the leased premises by the Lessee, or from any cause whatsoever growing out of said Lessee's use thereof.

Care of Premises and Improvements.

Section 6. The Lessee hereby covenants and agrees that any and all buildings erected upon the leased premises shall be painted by the Lessee a color satisfactory to the Lessor, and shall at all times be kept in good repair; that the roof of each such building shall be of fire-resistive material; that when such buildings are without solid foundation the openings between the ground and the floor thereof shall be covered with fire-resistive material; that the leased premises shall during the continuance of this lease be kept by the Lessee in a neat and tidy condition and free from all straw, rubbish, or other material which would tend to increase the risk of fire, or give the leased premises an untidy appearance; that none of the buildings or other structures erected on said premises shall be used for displaying circus posters or any signs or advertisements other than such notices and signs as may be connected with the business of the Lessee, and that such signs and notices shall be neat and shall be properly maintained. In the event any building or other improvement not belonging to the Lessor on the leased premises is damaged or destroyed by fire, storm or other casualty the Lessee shall, within thirty days after such happening, remove all debris and rubbish resulting therefrom; and if the Lessee fails so to do the Lessor may enter the leased premises and remove such debris and rubbish, and the Lessee agrees to reimburse the Lessor, within thirty days after bill rendered, for the expense so incurred.

Liens.

Section 7. The Lessee shall, when due and before any lien shall attach to the leased premises if the same may lawfully be asserted, pay all charges for water, gas, light and power furnished, and for rental or use of sewer facilities serving, the leased premises, and shall fully pay for all materials joined or affixed to said premises, and shall pay in full all persons who perform labor upon said premises, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at the instance or request or on behalf of the Lessee; and the Lessee agrees to indemnify and hold harmless the Lessor and its property against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials or other things furnished.

Superior Rights.

Section 8. This lease is made subject to all outstanding superior rights, including, but not limited to, rights of way for highways and for power and communication lines, and the right of the Lessor to renew such outstanding rights and to extend the term thereof.

Clearances.

Section 9. No building, platform or other structure shall be erected or maintained and no material or obstruction of any kind or character shall be placed, piled, stored, stacked or maintained closer than eight (8) feet six (6) inches to the center line of the nearest track of the Lessor; PROVIDED, however, that in the case of platforms not higher than four (4) feet above the top of the rail a minimum clearance of seven (7) feet three (3) inches from the center line of the nearest track of the Lessor will be permitted; and PROVIDED further that along and adjacent to and for one car length beyond those portions of track having a curvature greater than ten (10) degrees the clearances hereinbefore provided shall, with reference to platforms four (4) feet or less in height, be increased horizontally six (6) inches, and with reference to all buildings, platforms, structures and other obstructions greater than four (4) feet in height shall be increased horizontally one (1) foot; and PROVIDED further that if by statute or order of competent public authority greater clearances shall be required than those provided for in this Section 9, then the Lessee shall strictly comply with such statute or order. All doors, windows or gates shall be of the sliding type or shall open toward the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates if opening outward, would, when opened, impair the clearances in this section prescribed.

Explosives and Inflammables.

Section 10. It is further agreed that no gunpowder, gasoline, dynamite, or other explosives or inflammable material shall be stored or kept upon the leased premises. Nothing herein contained, however, shall prevent the storage of oil or gasoline upon the leased premises when the purpose for which the same are to be used, as indicated by Section 3 hereof, contemplates such storage; nor the storage of oil or gasoline where same are used by the Lessee for fuel in the business carried on by the Lessee on the leased premises, and are stored in quantities reasonable for such purposes; PROVIDED, however, that in all of said excepted cases, the Lessee shall strictly comply with all statutory and municipal regulations relating to the storage of such commodities.

No Construction by Lessee Over or Under Tracks.

Section 11. The Lessee shall not locate or permit the location or erection of any poles upon the property of the Lessor, nor of any beams, pipes, wires, structures or other obstruction over or under any tracks of the Lessor without the consent of the Lessor.

Liability of Lessee for Breach.

Section 12. The Lessee shall be liable for any and all injury or damage to persons or property, of whatsoever nature or kind, arising out of or contributed to by any breach in whole or in part of any covenant of this agreement.

No Other Railroad to Use Tracks.

Section 13. No railroad company other than the Lessor shall be allowed to use any track owned or built by the Lessor now or hereafter upon or extending to any part of the leased premises without the permission in writing of the Lessor.

Fire Damage Release.

Section 14. It is understood by the parties hereto that the leased premises are in dangerous proximity to the tracks of the Lessor, and that by reason thereof there will be constant danger of injury and damage by fire, and the Lessee accepts this lease subject to such danger.

It is therefore agreed, as one of the material considerations for this lease and without which the same would not be granted by the Lessor, that the Lessee assumes all risk of loss or destruction of or damage to buildings or contents on the leased premises, and of or to other property brought thereon by the Lessee or by any other person with the knowledge or consent of the Lessee, and of or to property in proximity to the leased premises when connected with or incidental to the occupation thereof, and any incidental loss or injury to the business of the Lessee, where such loss, damage, destruction or injury is occasioned by fire caused by, or resulting from, the operation of the railroad of the Lessor, whether such fire be the result of defective engines, or of negligence on the part of the Lessor or of negligence or misconduct on the part of any officer, servant or employe of the Lessor, or otherwise, and the Lessee hereby agrees to indemnify and hold harmless the Lessor against and from all liability, causes of action, claims, or demands which any person may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, damage, destruction or injury, including any claim, cause of action or demand which any insurer of such buildings or other property may at any time assert, or undertake to assert, against the Lessor.

Water Damage Release.

Section 15. The Lessee hereby releases the Lessor from all liability for damage by water to the leased premises or to property thereon belonging to or in the custody or control of the Lessee, including buildings and contents, regardless of whether such damage be caused or contributed to by the position, location, construction or condition of the railroad, roadbed, tracks, bridges, dikes, ditches or other structures of the Lessor.

on Default.

and performed by the Lessee, shall, at the option of the Lessor, forthwith work a termination of this lease and all rights of the Lessee hereunder; that no notice of such termination or declaration of forfeiture shall be required, and the Lessor may at once re-enter upon the leased premises and repossess itself thereof and remove all persons therefrom or may resort to an action of forc[illegible]entry and detainer, or any other action to recov[illegible] the same. A waiver by the Lessor of the breach by the Lessee of a[illegible]ovenant or condition of this lease shall not imp[illegible]e right of the Lessor to avail itself of any subsequent breach thereof.

Termination by Notice.

Section 17. ~~This lease may be terminated by written notice given by either the Lessor or the Lessee to the other party~~ on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given. Said notice may be given to the Lessee by serving the Lessee personally or by posting a copy thereof on the outside of any door in any building upon the leased premises or by mailing said notice, postage prepaid, to the Lessee at the last address known to the Lessor. Said notice may be given to the Lessor by mailing the same, postage prepaid, to the office of the General Manager of the District of the Lessor in which the leased premises are located. Upon such termination and vacation of the premises by the Lessee, the Lessor shall refund to the Lessee on a prorata ~~basis any unearned rental paid in advance.~~

Vacation of Premises.

Removal of Lessee's Property.

Section 18. The Lessee covenants and agrees to vacate and surrender the quiet and peaceable possession of the leased premises upon the termination of this lease howsoever. Within thirty (30) days after such termination the Lessee shall (a) remove from the premises, at the expense of the Lessee, all structures and other property not belonging to the Lessor; and (b) restore the surface of the ground to as good condition as the same was in before such structures were erected, including, without limiting the generality of the foregoing, the removal of foundations of such structures, the filling in of all excavations and pits and the removal of all debris and rubbish, all at the Lessee's expense. ~~failing in which the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty (30) days after bill rendered.~~

In the case of the Lessee's failure to remove said structures and other property the same shall, upon the expiration of said thirty (30) days after the termination of this lease, become and thereafter remain the property of the Lessor, ~~and if within one (1) year after the expiration of such thirty-day period the Lessor elects to and does remove, or cause to be removed, said structures and other property from the leased premises and the market value thereof on removal or of the material therefrom does not equal the cost of such removal plus the cost of restoring the surface of the ground as aforesaid, then the Lessee shall reimburse the Lessor for the deficit within thirty (30) days after bill rendered.~~

Sections 19 and 20 are contained on the sheet hereto attached, and hereby made a part hereof.

Special Provisions.

Successors and Assigns.

Section 19. Subject to the provisions of Section 4 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first herein written.

LOS ANGELES & SALT LAKE
RAILROAD COMPANY, and its lessee
UNION PACIFIC RAILROAD COMPANY,

Witness:

.....

By.....
~~XXXXXXXXXXXX~~ President

Witness:

.....

.....

NATIONAL PARK FOUNDATION,

By.....

Vice-Chairman

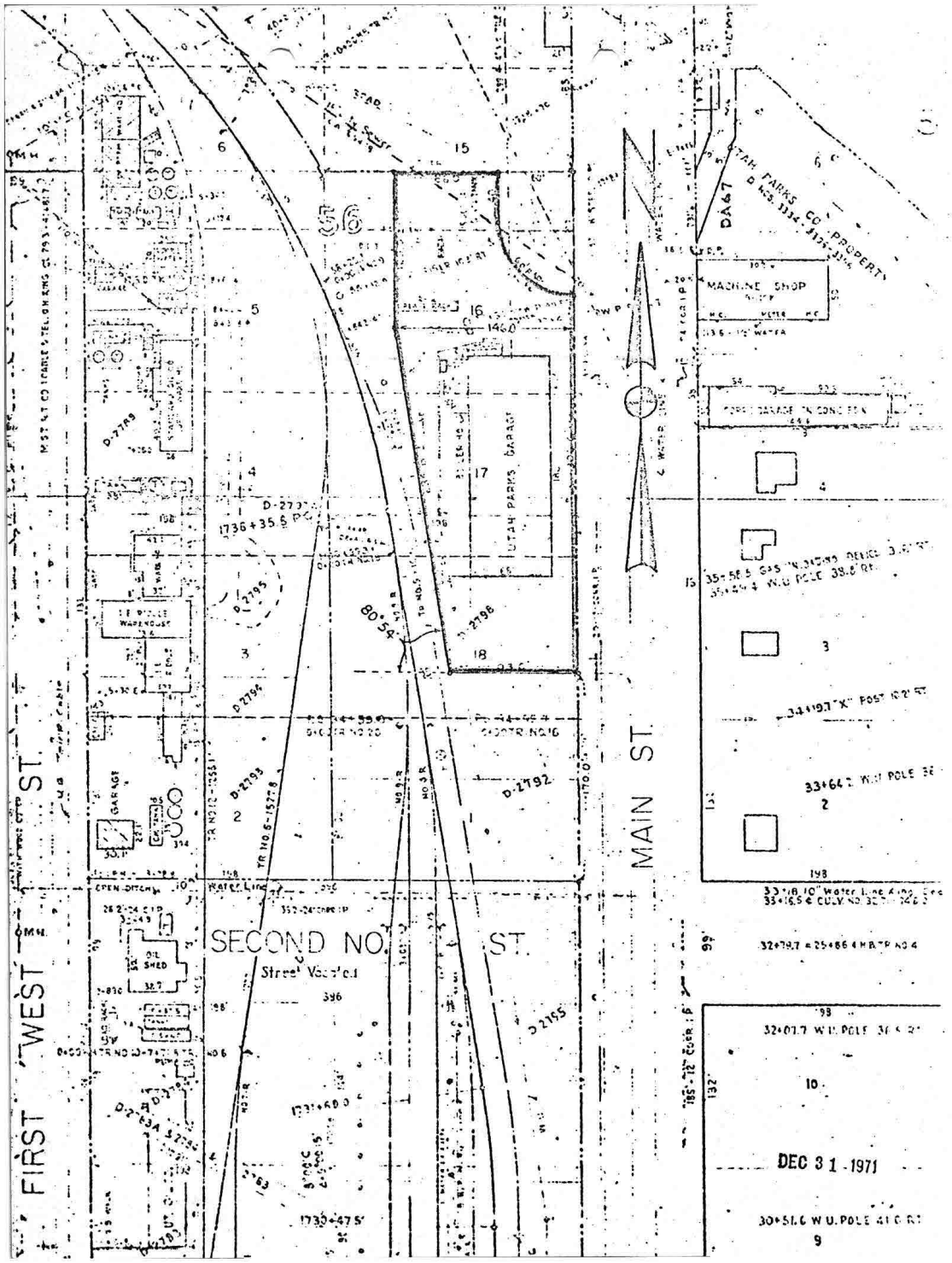
Consent to Sublease.

Section 19. It is understood that the Lessor, by instrument in the form attached hereto, marked "Exhibit A," and hereby made a part hereof, will consent to the sublease, during the term hereof, by the Lessee of all or any portion of the leased premises to any concessioner authorized by the United States of America to provide visitor services and operate concession facilities for the public in Zion, Bryce Canyon and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument.

Termination by Notice.

Section 20. This lease may be terminated by the Lessee by written notice given to the Lessor on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given. Said notice may be given to the Lessor by mailing the same, postage prepaid, to the office of the General Manager of the District of the Lessor in which the leased premises are located. Subsequent to the initial two year period of this lease, this lease may be terminated by the Lessor by written notice given to the Lessee on any date in such notice stated, not less, however, than six (6) months subsequent to the date on which such notice shall be given. Said notice may be given to the Lessee by serving the Lessee personally or by posting a copy thereof on the outside of any door in any building upon the leased premises or by mailing said notice, postage prepaid, to the Lessee at the last address known to the Lessor. Upon such termination and vacation of the premises by the Lessee, the Lessor shall refund to the Lessee on a prorata basis any unearned rental paid in advance.

12-31-1971: map of lease area



12/15/71

EXHIBIT H

UTAH PARKS COMPANY

List of Active Agreements

Audit No.	Description
18 (C-11523)	Agreement with B. F. Anderson (otherwise known as Frank Anderson) and Albert Anderson, dated March 13, 1926, effective March 13, 1926, made for a term of 25 years and thereafter for such further term as the facilities are maintained and used upon the land described therein, covering the purchase by the Parks Company of a one-half interest in a comfort station located on a tract of land in Washington County, Utah, and granting the Parks Company an easement for the maintenance, operation and use of the comfort station.
72 (C-16268)	Agreement with Los Angeles & Salt Lake Railroad Company, dated November 25, 1929, effective January 1, 1929, made for a term of five years, extended to and including December 31, 1938, and thereafter until terminated, by rider dated October 30, 1933, covering lease of premises at Cedar City, Utah, to be used as sites for commissary building, chauffeur's lodge and garage, and granting Parks Company a license for a roadway; said agreement, as extended, has been amended to include Union Pacific Railroad Company as a party thereto, to eliminate the license for a roadway therefrom, to eliminate the indefinite term of the agreement and provide for its expiration on March 31, 1973, with an option to renew for an additional five years, and to eliminate the 30-day termination provision therefrom.
86 (C-17162)	Agreement with Los Angeles & Salt Lake Railroad Company, dated July 10, 1930, effective April 4, 1930, made for an indefinite term, covering operation of busses and trucks between Delta and Fillmore, Utah, as a substitute for branch line train service of the Railroad Company.
158 (C-19624)	Memorandum of Verbal Agreement between Utah Parks Company and Forest Service, U. S. Department of Agriculture, dated December 22, 1932, effective on or about June 15, 1933, made for an indefinite term, covering the furnishing by the Parks Company of approximately 100,000 gallons of water for use of recreationists occupying and using Forest Service public camp ground at Cedar Breaks within the Dixie National Forest.

QUADRUPLICATE ORIGINAL
USA's Counterpart

C. D. No. 32482-15

THIS AGREEMENT made and entered into this 31st day of December, 1971, by and between the UNITED STATES OF AMERICA, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (hereinafter referred to as "United States"), the NATIONAL PARK FOUNDATION, a non-profit and charitable corporation created by Act of Congress of December 18, 1967, 81 Stat. 656, 16 U.S.C. 19e (hereinafter referred to as the "Foundation"), UTAH PARKS COMPANY, a corporation of the State of Utah (hereinafter referred to as "Utah Parks"), and LOS ANGELES & SALT LAKE RAILROAD COMPANY, and its lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter collectively referred to as "Railroad Company"), WITNESSETH:

RECITALS:

On October 29, 1948, the United States and Utah Parks entered into an agreement, Concession Contract No. I-100np-102, whereby Utah Parks was authorized to provide and operate concession facilities for the public in Zion, Bryce Canyon, and Grand Canyon (North Rim) National Parks, and on January 5, 1965, the United States and Utah Parks also entered into an agreement, Concession Contract No. ZION 14-10-0333-1367, whereby Utah Parks was authorized to provide and operate concession facilities for the public in Cedar Breaks National Monument. Said Zion, Bryce Canyon and Grand Canyon (North Rim) National Parks and Cedar Breaks National Monument are hereinafter referred to sometimes as "National Parks."

The above Concession Contracts have been variously amended and extended to and including December 31, 1971, and, as so amended and extended, are hereinafter referred to as "Concession Contracts."

It is now proposed that effective as of December 31, 1971, Utah Parks will donate its interest in

(a) certain real property, including water rights, certain buildings, structures and utility systems, and certain personal property to the United States; and

(b) certain real and personal property located outside the National Parks to the Foundation.

The United States desires Utah Parks to continue to operate the facilities and provide necessary visitor services under the above Concession Contracts, as they may be amended and extended, for the period January 1, 1972, through December 31, 1972, or until such prior date as a successor concessioner or concessioners may be authorized by contract with the United States to provide these visitor services and operate facilities in the National Parks.

To set out the terms and conditions with respect to the foregoing this agreement is made.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. Effective as of December 31, 1971, Utah Parks, by the execution and delivery of a document in the form attached hereto, marked "Exhibit A," and hereby made a part hereof, will give, donate, convey, transfer and deliver free and clear of any and all encumbrances unto the United States all of its right, title and interest in and to the structures, buildings, equipment and personal property shown on the list attached to said Exhibit A and made a part thereof.

Section 2. Effective as of December 31, 1971, Utah Parks, by the execution and delivery of a special warranty deed in the form attached hereto, marked "Exhibit B," and hereby made a part hereof, will donate, remise, release and convey unto the United States all of its right, title and interest in and to water rights and springs located within the National Parks, and to certain real property, including water rights, springs and water wells, located outside the National Parks but used in conjunction with the concession operations and activities of Utah Parks therein, all as more particularly described in said Exhibit B.

Section 3. Effective as of December 31, 1971, Utah Parks, by the execution and delivery of a document in the form attached hereto, marked "Exhibit C," and hereby made a part hereof, will give, donate, convey, transfer and deliver free and clear of any and all encumbrances unto the Foundation all of its right, title and interest in and to the structures, buildings, equipment and personal property shown on the list attached to said Exhibit C and made a part thereof.

Section 4. Effective as of December 31, 1971, Utah Parks, by the execution and delivery of a special warranty deed in the form attached hereto, marked "Exhibit D," and hereby made a part hereof, will donate, remise, release and convey unto the Foundation all of its right, title and interest in and to the real property described in said Exhibit D.

Section 5. Effective as of December 31, 1971, Utah Parks, by the execution and delivery of a document in the form attached hereto, marked "Exhibit E," and hereby made a part hereof, will waive and relinquish all of its possessory interests, and any and all claims for reimbursement for said possessory interests, under said Concession Contracts or under the concession laws and statutes applicable to the National Park System.

Section 6. Effective as of January 1, 1972, the Railroad Company will lease to the Foundation, by the execution and delivery of a lease in the form attached hereto, marked "Exhibit F," and hereby made a part hereof, all or any portion of the premises of the Railroad Company at Cedar City, Utah, described in said Exhibit F.

Section 7. Effective as of the date a successor concessioner or concessioners for the National Parks is designated and approved by United States, Utah Parks, by document in the form attached hereto, marked "Exhibit G," and hereby made a part hereof, will, to the extent it legally may, sell, assign, transfer and set over to said successor concessioner all of its right, title and interest in and to the agreements itemized on the list attached hereto, marked "Exhibit H," and hereby made a part hereof, and such other miscellaneous instruments itemized on said list as can be assigned, transferred or set over, in connection with the operation in said National Parks, which the successor concessioner or concessioners desire to be assigned; provided, however, the Foundation shall have the right of first refusal to acquire by donation those agreements identified on pages 6 through 10 of "Exhibit H," which right must be exercised within 90 days after termination of Utah Parks operations and activities within the Parks.

Section 8. The parties hereto will cooperate and progress for final approval an extension of the Concession Contracts to and including December 31, 1972. Subject to the execution and delivery of an appropriate agreement extending the terms of said Concession Contracts, Utah Parks agrees, except as hereinafter provided, to operate the National Parks

to and including December 31, 1972, with the understanding that Utah Parks shall have no obligation with respect to such operation after December 31, 1972. If a successor concessioner is designated and approved by the United States prior to December 31, 1972, then the operation of the National Parks pursuant to said Concession Contracts shall be terminated upon a mutually satisfactory date prior to December 31, 1972.

Section 9. Utah Parks will manage and operate said National Parks during the extended term hereinabove mentioned pursuant to said Concession Contracts in the same manner and under the same terms and conditions as previously provided for in the Concession Contracts, except as they may be amended, and Utah Parks shall have the right to use, without charge, the property, both real and personal, identified in Sections 1, 2, 3, 4 and 6 of this agreement, in connection with the exercise of its rights under the Concession Contracts during the extended term thereof.

Section 10. Utah Parks shall indemnify and hold harmless the United States and the Foundation against and from any and all loss, damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from injury to or death of persons whomsoever or from loss of or damage to property whatsoever when such injury, death, loss or damage is due directly to or arises directly in connection with or as a direct result of the use of said property, both real and personal, by Utah Parks or its assignees, excepting such injury, death, loss or damage as is due to or arises in connection with or as a result of the use of said property by either the United States or the Foundation, their respective officers, agents, employees, or patrons, or by others with the consent of either the United States or the Foundation.

Section 11. Utah Parks will cooperate with United States in its attempt to secure a successor concessioner to the extent that Utah Parks will make available all pertinent records and other information pertaining to the operation of said National Parks and to the management personnel when Utah Parks is requested to furnish such information and assistance to a prospective successor concessioner by the United States.

Section 12. The parties hereto hereby agree to execute such supplemental or additional instruments as may be necessary to fully effectuate and implement the terms of this agreement and the donations provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused

this agreement to be executed in quadruplicate as of the date first herein written.

Witness:

UTAH PARKS COMPANY,

By _____ President

Attest:

_____ Assistant Secretary

Witness:

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

By _____ President

Attest:

_____ Assistant Secretary

UNITED STATES OF AMERICA,

By _____ Director, National Park Service.

NATIONAL PARK FOUNDATION,

By _____ Vice-Chairman

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 21st 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 instrument 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

Notary Public

Residing at OMAHA, NEBRASKA 68102

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the 30th day of December, 1971, before me a Notary Public in and for said County, personally appeared J. C. Kenefick, to me personally known to be the President of LOS ANGELES & SALT LAKE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who being duly sworn did say that the seals affixed to the foregoing instrument are the corporate seals of said corporations, and that said instrument was signed, sealed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

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

Notary Public
Residing at Omaha, Nebraska

My commission expires:

MARCH 11, 1975

(SEAL)

EXHIBIT A

DONATION AND CONVEYANCE OF CHATTELS

KNOW ALL MEN BY THESE PRESENTS:

That UTAH PARKS COMPANY, a corporation of the State of Utah, party of the first part, does, by these presents, give, donate, convey, transfer and deliver free and clear of any and all encumbrances unto the UNITED STATES OF AMERICA, party of the second part, all of its right, title and interest in and to the structures, buildings, equipment and personal property itemized on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the structures, buildings, equipment and personal property above described and itemized on Exhibit A unto the United States of America and its successors and assigns, forever, and Utah Parks Company hereby covenants with the United States of America that it is the lawful owner of said structures, buildings, equipment and personal property hereby donated; that it has the right to donate the same as aforesaid and that the same are free from encumbrance, and that it will warrant and defend said structures, buildings, equipment and personal property against the lawful demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed as of the 31st day of December, 1971.

Witness:

_____

UTAH PARKS COMPANY,

By_____
President

Attest:

_____
Secretary

Accepted:

_____
Director, National Park Service.

Supporting Hydro Data

C
O
P
Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WATER RESOURCES - SURFACE WATER

October 17, 1952

Superintendent
Grand Canyon National Park
Grand Canyon, Arizona

Dear Sir:

Subject: Roaring Springs

The following lists the miscellaneous discharge measurements made in the Roaring Springs Creek area during the summer months of 1952:

Date 1952	Roaring Springs Cr. at mouth	Bright Angel Creek above Roaring Springs	Bright Angel Creek at mouth
June 21	13.0	19.4	39
July 31	9.6	11.3	28
Aug. 30	8.4	10.7	23
Oct. 10	7.3	8.83	*21

Note.- September measurement postponed because of Sept. 20-21 flood runoff in area.

*Estimated on basis of measurements made Oct. 7 and 14; 22.8 cfs and 20.4 cfs respectively.

This completes investigations which we propose to make this year. However, it is anticipated that we will again measure Roaring Springs about June 1953 under our general program of such spring inflow to the Colorado River in the Grand Canyon area.

Very truly yours

(SIGNED) John H. Gardiner

JOHN H. GARDINER
District Engineer

cc. Mr. Hely

Copy to: Reg Dir Region Three 2 ✓

No. 2

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GRAND CANYON NATIONAL PARK
Grand Canyon, Arizona

February 15, 1952

Memorandum

To: Regional Director, Region Three

From: Superintendent

Subject: Additional Water Supply, South Rim, Grand Canyon National Park

In reply to Mr. Kittredge's inquiry in his memorandum of January 28, we have the following information:

The only measurements at Roaring Springs were those taken February 9, 1927 by Utah Parks Company Engineers, at two points:

1. Bright Angel Creek, 200 feet above its junction with Roaring Springs Creek, which showed a flow of 9.30 second feet.

2. Roaring Springs Creek below Roaring Springs, which showed a flow of 7.69 second feet. (Total flow 16.99 second feet.)

Both Roaring Springs and Bright Angel Creek above the junction of the two streams have a considerable seasonal and yearly fluctuation; last year (1951) being the lowest since the Utah Parks pumping station was installed, according to Utah Parks engineers.

Indian Gardens

There are three pumps at Indian Gardens with the following capacities:

a. 75 gals. per minute
b. 160 gals. per minute
c. 160 gals. per minute

Normally only one of the larger pumps is used at a time; occasionally, however, a large one and the small one are used together; and it is possible to use all three at once.

Stream flows at Indian Gardens:

Minimum - - - - - 150 gals. per minute
Normal - - - - - 200 gals. per minute

It was the opinion of Santa Fe engineers that only rarely would the springs show as much fluctuation as indicated above. The flow is remarkably steady at 200 gallons per minute, year by year and at all seasons of the year. Last summer, during July and August, Santa Fe pumping records averaged 8,000,000 gallons per month, and they were taking the entire output of the springs.

(SIGNED)

H. C. Bryant
Superintendent

In triplicate

Other Supporting Information

01-22-1975: memorandum to chief from realty specialist regarding transfer of water and water rights

United States Department of the Interior

NATIONAL PARK SERVICE
UTAH LANDS OFFICE
ROOM 103, FED. BLDG. ANNEX
SALT LAKE CITY, UTAH 84111

RECEIVED
NPS Western Regional Office
JAN 24 '75

Director
Deputy Director
EEO
Public Affairs
Operations Eval.
Administration
Park System Mgmt.
Professional Svc.
Action taken:

IN REPLY REFER TO:
L1425 GRCA
Bright Angel et al
Utah Parks Company donation

January 22, 1975

Memorandum

To: Chief, Division of Lands, Western Region

From: Realty Specialist, Salt Lake City, Utah

Subject: Transfer of Waters and Water Rights

I have recently sorted through an old land file from Omaha and noticed that the Special Warranty Deed attached conveys certain waters and water rights from Utah Parks Company to U.S.A. in various NPS areas including the Grand Canyon North Rim. I have forwarded the original of the deed to Washington and furnished the Superintendents of the areas in Utah with copies for their records. On January 15, Mr. Mekeel from Denver reviewed the file here in my office and he thinks Western Region has been furnished this information already. Nevertheless, I am sending you this copy for your review and consideration. If you already have a copy, perhaps you may want to send this one on to the Superintendent of Grand Canyon.

I notice that the deed has only been recorded in Garfield County Utah. You may want to have it recorded in Coconino County also. The "Applications for Permit to Appropriate Waters of the State of Arizona" were in the file so I am sending them also. It appears the Utah Parks Company conveyed their interests to waters in Bright Angel Creek as well as other waters and/or springs which I am not able to fully identify, if any.

Also attached is a copy of Quitclaim Deed pertaining to this same donation but it has already been recorded in Coconino County. According to Bill Mekeel, this Quitclaim Deed was for perfection of the chain of title to Utah Parks Company.

Lee Garrison

Lloyd L. Garrison

Enclosures

cc: Chief, Division of Land Acquisition, RMR-ML

10-02-1974: letter to nps from union pacific regarding right, title and interest

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

08-06-1974: letter to nps from union pacific regarding executed quitclaim deed

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
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General Attorneys

JOHN J. CONNOR
R. F. NIEHAUS
VINCENT F. POWERS
D. SCOTT RAILSBACK
VALE[illegible]
Assistant General Attorneys
Regional Office

JOSEPH D. ANTHOFER
DANIEL P. MORISSEAU
Attorneys

AUG 8 '74

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

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

01-05-1973: memorandum to associate director from associate director regarding water right application a-1764

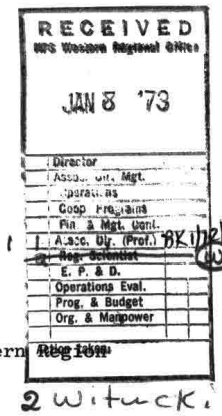
Water

United States Department of the Interior

NATIONAL PARK SERVICE
MIDWEST REGION
1709 JACKSON STREET
OMAHA, NEBRASKA 68102

IN REPLY REFER TO:
L54(MWR)PSW
GEN

January 5, 1973



Memorandum

To: Associate Director, Professional Support, Western Region
Attention: Gerard S. Witucki

2 Witucki

From: Associate Director, Professional Support, Midwest Region

Subject: Water Right Application A-1764, Grand Canyon NP

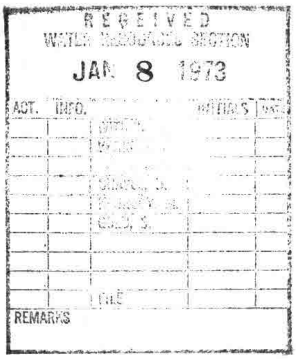
Enclosed are the claim deeds and Application No. A-1764 for a water right at Grand Canyon NP. This alien water right is now park property through a donation of the Utah Parks Company.

Copies of the claim deeds will be sent to WASO with our water dockets. We have done nothing with Application No. A-1764 except transmit it to you.

John Kawamoto

Enclosures

8


RECEIVED
JAN 8 1973
ACT.
INFO.
INITIALS
DATE
REMARKS

Mr. Van Dunn

C
O
P
Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Grand Canyon National Park
Grand Canyon, Arizona

June 6, 1944.

MEMORANDUM for the Regional Director, Region Three.

Reference is made to Hydraulic Engineer Dunn's memorandum of June 1 to you (copy of which was air mailed to this office) concerning posting of notices of appropriating water.

On February 27, 1937, former Superintendent Tillotson wrote the Director (a copy of which was sent Attorney Taylor) in substance that the posting of notices was not required "except in unusual cases involving the appropriation of large quantities of water and where there was likely to be controversy." This is substantiated by a letter from former State Water Commissioner Stewart under date of February 17, 1937.

No posting or advertising has been done by this park in connection with any Water Rights Applications.

(sgd.) John M. Davis
John M. Davis,
Assistant Superintendent.

601 Sheldon Building

June 5, 1941

MEMORANDUM for Superintendent Kittridge,
Grand Canyon National Park:

In response to your inquiry of May 27 concerning the purport of the recently enacted amendment to the Arizona Water Code known as Senate Bill No. 55, will state that you are correct in being of the opinion that it does not affect our present filings. It accomplishes the purpose for which we were striving in 1936 and 1937 under Superintendent Tillotson. In other words, we can now file for water rights for fish and wildlife purposes and use some of the designated natural reservoirs mentioned in our preliminary water rights survey of Grand Canyon.

I believe the Water Commissioner and the Water Rights Section will both be gratified to make use of the new law to enable us to make further water right filings for the protection of wildlife there.

Associate Attorney

cc: Regional Director, Region Three
Director

AJ:as

FILE COPY

December 14, 1938.

Mr. B. H. Prater, Chief Engineer,
Union Pacific System,
Omaha, Nebraska.

Dear Mr. Prater:

Reference is made to your letter of September 23, 1937, in regard to Application No. A-1764, Permit No. A-1092, and Application No. A-1765, Permit No. A-1093, covering respectively water filings made with the State Water Commission by this office for water to be used in connection with your hydro-electric plant on Bright Angel Creek and water taken from Roaring Springs for municipal use on the North Rim. With my letter of September 9, 1937, I sent you copies of the application and permit in each case. You then advised me that Permit No. A-1092 had been assigned "Utah Parks Deed Audit No. 62" and that Permit No. 1093 had been assigned "Utah Parks Deed Audit No. 63."

In the case of Permit No. A-1092, Certificate of Water Right No. 723 was issued by the State Water Commission on March 16, 1938 and has been properly recorded by me in the Office of the County Recorder of Coconino County at Flagstaff, Arizona. A certified copy of Certificate of Water Right No. 723 is enclosed herewith.

There is also enclosed a summary which I have prepared outlining for each of the two cases all action taken to date and future action, if any required. You will note that in the case of Permit No. A-1093, the Certificate of Water Right cannot be issued until all work has been finally completed and Notice of Proof of Appropriation filed. This is further explained in the paragraph headed "Further action required of the summary in this case."

You will note also that in both cases all necessary engineering, legal and clerical work has been done by the National Park Service without cost to your company and that in both cases all required fees have been paid by the Government. The original of all documents, receipts, etc. are on file in my office, subject to inspection by you at any time.

Very sincerely yours,

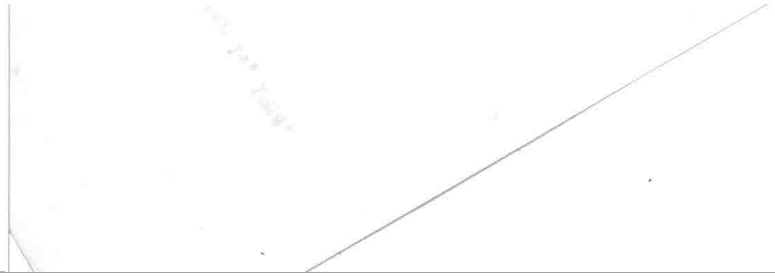
M. R. Tillotson,
Superintendent.

MRT/he
CC: Mr. Rogers.
CC: Mr. Taylor

File

12-14-1938: letter to union pacific system from superintendent regarding application no. a-1764, permit no. a-1092, and applicatio

#2



09-23-1937: letter to grca from union pacific railroad company regarding receipt of certified copies of permits nos. a-1092 and a-10

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

LA-20-15-4

B. H. PRATER,
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA



September 23rd, 1937.

Mr. M. R. Tillotson, Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Sir:-

The receipt of the ceritifed copies of Permits Nos. A-1092 and A-1093 of the State of Arizona granting to the United States the right to use water from Bright Angel Creek and from Roaring Springs, forwarded with your letter of September 9th, is hereby acknowledged with thanks:

Although each of these permits bears the notation that actual construction has been completed, it is assumed that the regulations of the Arizona State Water Commission require the filing of some form of proof of diversion and completion of appropriation and that in due course some formal certificate of appropriation will be issued.

Advice on this matter will be appreciated and if, and when, proofs are submitted and certificates are issued, please furnish me certified copies of them for my files.

For your information and possible future reference, please be advised that the documents heretofore furnished have been entered on the records of the Utah Parks Company, as follows:

Permit No. A-1092 has been assigned "Utah Parks Deed Audit No. 62".

Permit No. A-1093 has been assigned "Utah Parks Deed Audit No. 63".

Yours truly,

B. H. Prater

4

660-057

September 9, 1937.

Mr. B. H. Prater, Chief Engineer,
Union Pacific System,
Omaha, Nebraska.

Dear Mr. Prater:

As requested by your letter of August 16 I am enclosing certified copies of Application No. A-1764 (Permit No. A-1092) covering the use of water from Bright Angel Creek for power purposes in connection with your hydro electric plant, and Application No. A-1765 (Permit No. A-1093) covering the appropriation of water from Roaring Springs for municipal use on the North Rim.

I regret the delay in furnishing these as requested. This was caused by the fact that I did not have available the necessary blank forms and had to secure a supply from the Phoenix office of the State Water Commissioner.

Very Sincerely Yours,

M. R. Tillotson,
Superintendent.

MRT/ha.

FILE COPY

File

UNIO. PACIFIC RAILROAD CO. PANY

OPERATING DEPARTMENT

LA-18-2-15
LA-20-15-4

B. H. PRATER,
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA

August 16, 1937



Mr. M. R. Tillotson, Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Sir:

Please refer to your letter July 13, advising that permits have been issued to the United States covering the use of water from Bright Angel Creek for power purposes and from Roaring Springs for municipal water supply at the North Rim.

If consistent, please furnish me certified copies of the application and permits in connection these water rights for the files of the Utah Parks Company, together with copies of the further papers which you advised you were required to file with the State Water Commissioner concerning these permits.

Yours truly,

BHPrater

4

07-21-1937: letter to grca from union pacific railroad company regarding data concerning the hydro-electric plant

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

LA-20-15-4
LA-18-2-15

B. H. PRATER,
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA

July 21st, 1937.



Mr. M. R. Tillotson, Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Sir:-

Referring to your letter of July 13th, requesting certain data concerning the hydro-electric plant and the Roaring Springs water supply system constructed by the Utah Parks Company:

The dates upon which construction was started and completed, are as follows:

1. August 24th, 1937. ✓
2. Generators Nos. 1 & 2, March 19, 1928. ✓✓
   Generator No. 3 Sept. 25, 1929. ✓
3. Approximately April 1, 1928. ✓
4. August 24th, 1937.
5. March 27th, 1938.
6. Approximately April 1, 1938.

Yours truly,

BHPrater

4

07-13-1937: letter to union pacific system from nps regarding filing on all necessary water rights within the park

July 13, 1937.

Mr. B. H. Prater, Chief Engineer,
Union Pacific System,
Omaha, Nebraska.

Dear Mr. Prater:

In my letter of December 2, 1933 to former Chief Engineer Howard Hann, I advised him that we were starting proceedings toward filing on all necessary water rights within the park. In the last paragraph of his letter of December 18, 1933 to me, he asked that he be kept advised as to further details and specific action taken.

You are therefore advised that filings have been made and permits have been issued by the Arizona State Water Commission, as follows:

1. Application No. A-1784 filed April 30, 1937. Permit No. A-1092 issued June 23, 1937 covering the use of twelve second feet of water out of Bright Angel Creek for power purposes in connection with your hydro electric plant near the mouth of Manzanita Creek. Application and examination fee $5.00. Recording fee $45.00. Total (not including legal, engineering, clerical, administrative and incidental costs) $48.00.

2. Application No. A-1785 filed April 30, 1937. Permit No. A-1093 issued June 29, 1937, covering the use of 150,000 gallons per day out of Roaring Springs, in connection with the municipal water supply for the North Rim. Application and examination fee $5.00 and recording fee $5.00.

In both of these cases all legal, drafting and other work in connection with the filings has been done by the National Park Service, and all fees and other costs have been met by the Government. Ownership of water rights is, of course, vested in the Government, and permits are issued to "The United States of America, by H. R. Tillotson, Superintendent of Grand Canyon National Park."

Heretofore there has been no legal protection of your company in the use of this water and if protest had been made by a water claimant below the point of diversion, the rights of your company and of the Government to the use of this water would have been in serious danger. With these permits now on file in my office, and recorded in the office of the Arizona State Water Commissioner, these legal rights are seemingly well protected. In connection with the

FILE COPY

further papers which I must file with the State Water Commissioner concerning these permits, it is necessary to have certain information which is, I believe, best obtainable from your records. Please therefore, advise me as to the following:

1. Date construction work was started on the hydro electric plant and system.

2. Date completed, including date of installation of the third generator.

3. Date power from this plant was first delivered on the North Rim.

4. Date construction work was started on the Roaring Springs Water Supply System.

5. Date Completed.

6. Date water from this system was first delivered on the North Rim.

An early reply will be appreciated.

Very Sincerely Yours,

M. R. Tillotson,
Superintendent.

MRT/he.
CC: Mr. Rogers
Mr. Taylor.

04-00-1937: letter to superintendent from western union regarding coordinates

1206-A

F SERVICE DESIRED

IC	CABLE
	FULL RATE
	DEFERRED
	NIGHT LETTER
	SHIP RADIOGRAM

ld check class of service erwise message will be itted as a full-rate mmunication.

WESTERN UNION

R. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK
ACCT'G INFMN.
TIME FILED

ollowing message, subject to the terms on back hereof, which are hereby agreed to

San Francisco, Calif. Apr 1 1937

RECEIVED APR 1 1937 GRAND CANYON NATIONAL PARK

Mr. M. R. Tillotson,
Superintendent, Grand Canyon National Park,
C/o Adams Hotel,
Phoenix, Arizona.

Relet ninth correct bearing South fortysix degrees fifty minutes East from diversion box to stream junction as per map. Stop Please correct typed application.

Taylor.

Day letter
Charge National Park Service
Official Business-Government Rates.

CONFIRMATION

WESTERN UNION MESSENGERS ARE AVAILABLE FOR THE DELIVERY OF NOTES AND PACKAGES

April 9, 1937.

X660-01
#660-05

Mr. Joseph E. Taylor, Attorney,
National Park Service,
110 Sutter Street,
San Francisco, Calif.

Dear Mr. Taylor:

I am in receipt of your letter of April 2 with enclosures.

We have had so much difficulty in getting these filings before the State Water Commission in the required shape, that, instead of mailing to Mr. Stewart the applications in connection with these North Rim projects, I am going to take them with me on a proposed trip to Phoenix next week and make the filings in person so that I may explain any points that may be questioned by Mr. Stewart.

Mr. Dunn is correct in his assumption that there are three hydro electric units of 100 H. P. each at the Power Plant. Two were originally installed and the third was put in a year or so later. He is correct, too, in his assumption that Mr. Carrel intended to indicate a flow of five second feet for each of the three turbines.

In checking over the applications and the map, I note that the one covering appropriation for water for municipal use, gives, under paragraph 3, a bearing of S 45° 50' E, 664 feet from the point of diversion to the junction of Roaring Springs Creek and Bright Angel Creek. The traverse, as shown in tabular form on the map, however, gives the bearing of this same line as N 46° 50' W. This is a discrepancy of one degree, due probably to a typographical error or to an error in drafting. Will you please check this bearing with your notes and wire me in care of the Adams Hotel, Phoenix, Arizona, advising whether this bearing should be 45° or 46°. I will then correct, accordingly, the map or the application form before I make the filing.

Very Sincerely Yours

FILE COPY

M. R. Tillotson,
Superintendent.

MRT/ge.

04-02-1937: letter to superintendent from nps regarding filings for the north rim water system and hydro plans

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Branch of Land Acquisition and Regulation
Legal Division
110 Sutter Street
San Francisco, Calif.

April 2, 1937.

Mr. M. R. Tillotson,
Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Mr. Tillotson:

There are herewith enclosed Mr. Dunn's letter of April 1 and the enclosures referred to, covering the park's filings for the North Rim Water System and Hydro Plans. As Mr. Dunn has indicated, the tracing and two blue prints are to be forwarded to Mr. Stewart, accompanying the two applications to be signed by you and likewise forwarded. The black line prints are for your own files.

If, at this time, you have received further comment from the State Water Commissioner regarding either procedure or any requirement for additional information upon our maps, we would appreciate it if you would advise us as early as possible, so that any defect may be quickly remedied, and if you find that the maps herewith forwarded are lacking in some detail suggested by the State Water Commissioner, they should be returned for correction.

We do not anticipate that further correction will be necessary, but we raise the point because we have never received affirmative acceptance of the type of map we have been supplying. I venture to say that these maps are done in a more workmanlike manner, and give more information than nine out of ten maps which they receive. However, they may raise their standards insofar as we are concerned, and we have already expressed our willingness to comply with their wishes.

The information contained in Mr. Dunn's letter in the second and third paragraphs, concerning the Utah Parks Company leases, is set forth for your use only, and is not to be construed as a recommendation of any sort.

RECEIVED APR 1937 GRAND CANYON NATIONAL PARKS

Sincerely yours,

Joseph E. Taylor

Joseph E. Taylor,
Attorney.

Encls.

CC: Director.

04-01-1937: letter to superintendent from nps regarding drawing s of the north rim water and hydro system, no. ce-5099, ce-50678

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Branch of Land Acquisition and Regulation
Legal Division
110 Sutter Street
San Francisco, Calif.



April 1, 1937.

Mr. M. R. Tillotson,
Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Mr. Tillotson:

We are returning Utah Parks Company drawings of the North Rim water and hydro system, Nos. CE-5099, CE-50678, CE-50679, and CE-52400, and the telephone log in fifteen sheets. When these prints were sent to us, you requested that they be returned to you for filing when we finished with them.

We have checked the computations and ties to Section 18, T 34 N, R 3 E, as used by the Utah Parks Company in their lease. There are errors and differences, both between the various ties and in the various maps which give the same data. I have been unable to arrive at any of the Utah Parks Company values for this corner, but have checked my own computations and accepted them as correct from the data available.

With regard to the leases, the land actually occupied in the field is the governing factor. Although this land is not just what is described in the lease, there will probably be no difficulty due to the variation. It would, of course, be best to rerun the traverse sometime, but that will be quite expensive. It would seem desirable, however, for the Utah Parks Company now to check their computations and correct their ties so that all leases are tied to the same quarter corner, both physically and mathematically.

We are also sending you drawing No. GC-5124, and two applications for signing and forwarding to Mr. Stewart, covering the North Rim Water System and Hydro Plans. As you suggested in your letter, we are sending one map to accompany both applications. For this reason, there are two blue-prints to permit a copy with each application. These should all be forwarded to Mr. Stewart.

There are also enclosed two black line prints for your own files.

As pointed out above, the ties to Section 18, as given on this map and in the application, are subject to some correction if a new survey is ever made, but we feel that they are sufficiently close for these filings -- especially since the whole project is on Government land, far from the surveyed land, and impossible of appropriation by others at any other point on Bright Angel Creek or its tributaries.

We have increased the amount of domestic water to approximately three times the amount we originally discussed. This is on the basis of the trend of attendance shown on the graph on the map, and we feel is fully justified. In fact, we might be able to justify even more, but get into a complication in that the existing system will not carry more. It will probably be better to make a separate filing for additional quantities if you think the North Rim will ever have more than 75% of the present South Rim attendance.

In the data I obtained from Mr. Carrel, there are reported to be three 100 H P units in the hydro plant. The map from Utah Parks Company only shows two as of 1929. We have assumed Mr. Carrel's statement to be more up to date, and have used his figure in the application. If this is wrong, please correct the application, and advise us so that we may make the same change in our records and copies.

3 is right.

Correct 5 sec ft/unit

Incidentally, too, the 5 second feet of flow given me by Mr. Carrel is inadequate for the horse power. I gather that he intended 5 second feet, plus or minus, for each unit. On this basis, I have boosted the application to a total of 12 second feet, which at 229 foot head, gives a rating of 104 H P for each unit. This quantity would also have to be changed to 8 second feet if there are only two units.

If there are only two units, it might be better to leave the application with three, but qualify by stating the third is proposed when additional pumps are needed for domestic supply.

Sincerely yours,

Joseph E. Taylor,
Attorney.

By Awand V. Dunn

A. van V. Dunn,
Associate Engineer.

Encls.

02-16-1937: letter to branch of lands and use from superintendent regarding data requested in your recent letter concerning the lea

February 16, 1937.

Mr. Albert van V. Dunn,
Branch of Lands and Use,
110 Sutter Street,
San Francisco, Calif.

Dear Mr. Dunn:

We have just received, from Mr. Prater, Chief Engineer at Omaha, the data requested in your recent letter concerning the lease lines of the Union Pacific, on the North Rim.

Attached is a copy of his letter in answer to mine of February 2, also blue print copy of telephone survey notes from which a traverse was computed and used as a base for the ties to the various facilities.

Under separate cover I am sending you Drawings #50678, #50679 and #52400 as described in Mr. Prater's letter. Note the last paragraph, and when you have concluded your check, advise me so that I may keep Mr. Prater posted.

Sincerely yours,

M.R.Tillotson,
Superintendent.

CMC/crd

02-12-1937: letter to superintendent from union pacific railroad company regarding discrepancies in ties

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

LA-18-2-15

B. H. PRATER,
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA

February 12, 1937



Mr. M. R. Tillotson,
Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona

Dear Sir:

Referring to your letter of February 2nd relative to discrepancies in ties to our lease sites at Grand Canyon National Park:

The lease maps and all surveys in connection therewith were made during construction by field forces at Cedar City, and all notebooks and records of these surveys, except maps, are still at Cedar City.

It is evident from a note appearing on our general map of the North Rim that the bearing and distance for the tie line from the initial point of our system of coordinates to the S¼ corner Sec. 18, T. 34 N., R. 3 E was computed from the telephone line traverse.

Assuming that the above mentioned tie is correct we have calculated a tie from the said quarter corner to the northwesterly corner of the Pump House lease tract as established by our system of coordinates.

This results in a bearing of N. 24° 25' 56" W. and a distance of 57,717.15 feet, as compared to the bearing N. 23° 17' 47" W. and distance of 60,363.1 feet. A difference of 1° 08' 09" in angle and 2645.9 feet in length.

This check indicates that ties to the other lease sites as shown on lease maps may be incorrect, but before we attempt to establish correct ties to the other sites would like to be certain that the tie between the initial point of our grid system and the S¼ corner of Section 18 is reliable as this tie will be the base for calculation of ties to the other tracts.

As requested by Mr. Dunn, I am forwarding herewith a blue print copy of telephone survey notes for the line from the north boundary of Grand Canyon National Park to the North Rim.

I am also mailing to you, under separate cover, prints of the following drawings:

C.E. Drwg. No. 50678 - Map of Telephone Line survey to accompany the notes as furnished

C.E. Drwg. No. 50679 - General map of tourist facilities, scale 1" = 200'. This is base map from which lease maps were made.

C.E. Drwg. No. 52400 - Detailed map of tourist facilities, scale 1" = 50'.

The telephone system can be tied into our grid system by use of the coordinates for angle poles as shown on C.E. Drwg. No. 52400. The courses of this line near the northerly end of the map are apparently in closer agreement with the notes than those nearer the Lodge site.

We have underlined, in red crayon, the notes which will be helpful in relating the telephone line traverse to our grid system.

The lease areas have also been outlined in red crayon on print of C.E. Drwg. No. 50679.

Please advise as to results of your check of the telephone line traverse and whether or not we should revise ties to lease sites using the tie to the Lodge site as a basis for our computations.

Yours truly,

B H Prater 2

4

February 2, 1937

Chief Engineer,
Union Pacific System,
Omaha, Nebraska.

Dear Sir:

There is enclosed a copy of a letter written by Associate Engineer Dunn of our Branch of Land Acquisition and Regulation, Legal Department, which refers specifically to ties your organization made in connection with the submission of lease plats.

Mr. Dunn is working up the necessary data and map required by the State of Arizona when filing for water rights. He does not seem able to reconcile the data furnished for the ties of the different facilities to the S ¼ corner of Section 19 - T 34 N - R 3 E, there apparently being a discrepancy of some 2,894 feet in latitudes.

It would be very much appreciated if you would have this checked over as soon as possible and advise me the result of your check. The attached print will show you Mr. Dunn's assumptions and platting from the maps recently furnished by your office.

Sincerely yours,

M. R. Tillotson,
Superintendent.

CEM/ctj

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Branch of Land Acquisition and Regulation
Legal Division
110 Sutter Street
San Francisco, Calif.

January 28, 1937.

Mr. M. R. Tillotson,
Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Mr. Tillotson:

In preparing the maps for the North Rim water and hydro-electric systems, I have found that the Union Pacific ties between their leases and the S¼ corner of Section 18, T34N, R3E, G&SR B&M are not consistent. Although all values for this corner are on the same departure, with a variation of less than one foot, the latitude varies by 2894 feet, which is well over half a mile.

Doubtless, the more southerly value - based on the Lodge lease - is most accurate, and should be used in the absence of further data. However, this may lead me to describe the points of use in entirely wrong sections, and the points of diversion in the wrong half sections, if the land is ever surveyed. Likewise, the descriptions of the Union Pacific leases, as described on paper, do not agree with actual field locations.

The traverses between the reservoir site and pump site, by cableway and its tie lines, and by pipe line, check fairly closely for our purposes (there is an error of approximately 80 feet). It seems, therefore, as though the errorsin section ties were probably due to reversed bearings, using NE for SE, etc., on the telephone traverse.

I propose to postpone completing of the water right maps for a week or two. Meantime, I should appreciate your forwarding the enclosed copy of this letter to the Union Pacific with a request for a copy of the field notes on the telephone traverse from the ¼ section corner to the power house site, with any ties needed to balance it against the pipe or cable traverse.

C.M.C.

The enclosed drawing GC-5121 explains the variations in the location of the S¼ corner of Section 18.

Sincerely yours,

A. van V. Dunn

A. van V. Dunn,
Associate Engineer.

Encls.

CC: Director.
Mr. Kittredge.

January 22, 1937.

660.05

FILE COPY

Mr. A. van V. Dunn, Associate Engineer,
Branch of Land Acquisition
and Regulation - Legal Division,
110 Sutter Street,
San Francisco, Calif.

Dear Mr. Dunn:

Reference is made to your letter of January 19 relative to data pertinent to filing for water in Bright Angel Creek for the North Rim.

I believe if you will use the data shown on the U.S. drawing 50675 for your ties it will be more nearly correct as they apparently are all tied in to the S¼ corner of Sec. 18-T 34 N-R 3 E. With the use of a scale and protractor you can readily tie in the power house, dam, pump house, etc., from the described points on the lease. For our purpose, it seems to me that this will be sufficiently close.

Very truly yours,

M. R. Tillotson,
Superintendent.

MRC/crd

12-17-1936: national park service: branch of land acquisition and regulation legal division; report on investigation of water rights

NATIONAL PARK SERVICE

Branch of Land Acquisition and Regulation
Legal Division

Report
On
Investigation of Water Rights
For Grand Canyon and Southwestern Monuments

By

A. van V. Dunn
Associate Engineer

San Francisco, Calif.,
December 17, 1936.

Introduction

This report constitutes a review of my activities on a trip to Arizona in connection with National Park Service water rights in that State. The trip was made in the company of Associate Attorney Albert L. Johnson, on instructions from Attorney Joseph E. Taylor of the Branch of Land Acquisition and Regulation.

We left San Francisco November 29, and returned December 11. We visited Grand Canyon, Casa Grande, Phoenix, and Los Angeles.

Grand Canyon

At Grand Canyon we found that Superintendent Tillotson was away on leave, but outlined our program to Acting Superintendent Lloyd, and arranged for an interview with Mr. Tillotson in Phoenix. We also discussed the various water systems of the Park with Park Engineer Carrel.

The desirable water rights for the Park are as follows:

1. Indian Gardens supply for South Rim, 300,000 g.p.d., which is the full flow of the source of supply. We were able to file the application on this supply while in Phoenix, and arrange for the map, which will be submitted within thirty days, after incorporating data obtained from the Santa Fe Railway Company in Los Angeles.

2. Union Pacific Hydro-electric Development on Bright Angel Creek for North Rim, 5 second feet.

3. Roaring Spring Supply for North Rim, 30,000 g.p.d. during four summer months.

Only part of the necessary data for filing on these two systems was available in the Park, so Mr. Lloyd wrote to the Union Pacific for the additional information. When this is received, maps and applications will require two to three weeks of office work.

4. Fish Hatchery (proposed) on Roaring Spring, 1/2 second foot.

5. Fifteen Impounding Dams for Wild Life, 225 acre feet, of which twelve dams are now constructed. By specifications of the State Water Code, Wild Life and Fish are not recognized as beneficial use, so that these two items are not now subject to appropriation. However, the Park can lose the water through private filings below its boundary for recognized beneficial use, and the State is anxious to liberalize its code, so it would seem highly desirable to have as much correspondence on the matter with the State as possible. Mr. Tillotson has agreed to write one letter to place his problems on record.

6. Cottonwood Camp Supply, 300 g.p.d., and irrigation of five acres. The maps and application will require a part of a week of office work.

7. Clear Creek (proposed), 100 gallons per week, and irrigation of ten acres. A preliminary application and map were prepared in the field, for use as an illustration with the Water Commission, and can be completed and filed very quickly.

8. Phantom Ranch on Bright Angel Creek, 7000 g.p.d. present use and irrigation of twenty acres. It is also proposed to divert 1/2 second foot to augment the Indian Gardens supply for the South Rim, and the Fred Harvey interests are considering a hydro-electric plant which might require an additional five or six second feet. This combined system may be partially combined with items 2 and 3, and will require approximately a month of office work. The data is now on file in the office of the Chief Engineer, but will require considerable modification for use.

Except for the developments by the Union Pacific, data for filing can now be prepared from data obtained in the interview with Mr. Carrel, or from maps in the office of the Chief Engineer.

Southwestern Monuments

In our interview with Superintendent Pinkley at Casa Grande, we discussed all Southwestern Monuments, irrespective of State boundaries. The following tabulation of Mr. Pinkley's problems is clearly more of adjustments and legal interpretations than of actual filing on rights in the various states. Without doubt, Mr. Johnson will be able to adjust many of these problems during the next few months.

1. Montezuma National Monument, Arizona:

Domestic use is from wells which are not subject to appropriation.

Beaver Creek should be appropriated for much needed irrigation. (Water from the Coolidge Dam has been refused for some reason, though the ditches bound the monument on two sides.) There is a controversy over this water, however, as there is already a diversion for an unpatented homestead, and the homesteader wishes to use the diversion as proof in his patent. Either an adjustment between the United States and this homesteader, or haste in obtaining first priority for the Park Service, seems necessary if the monument is to be protected on the irrigation of 20 acres.

2. Pipe Springs National Monument, Arizona:

These springs were first developed and used by the Mormons about 1870. An interdepartmental agreement was reached in 1933, granting 5 g.p.m. to the neighboring stockmen, 75% of the remainder (approximately 30 g.p.m.) to the Indian Service, and the remainder to the monument. Neither Mr. Pinkley nor the stockmen seems satisfied with the agreement. Disregarding the allocation of the water, further investigation is needed to determine whether proper filings have been made for appropriation by the United States.

3. Chiricahua National Monument, Arizona:

The present supply is from a spring. Further study is needed to determine whether this spring is subject to appropriation. There is also a stream which Mr. Pinkley does not regard as a necessary supply at this time. It seems possible, however, that commingling the waters of the spring and stream to make both subject to appropriation, might provide greater protection.

4. Tonto National Monument, Arizona:

A small spring on this monument does not flow beyond boundary. It has been used as watering hole, and farmers would protest fencing the area. Further investigation should be made toward protecting the monument rights.

5. Tumacacori National Monument, Arizona:

An irrigation ditch crosses the monument, but does not supply water to, or concern the monument. The monument will obtain its water from a well or precipitation.

6. Walnut Canyon, Arizona:

Water is needed, but there is only an intermittent flow in the canyon. The Santa Fe Railway Company built an impounding dam below the monument, which does not hold water. The Park Service plans a metal catchment for precipitation, but it might be well to file on an impounding dam until further study of local conditions can be made.

7. Wupatki National Monument, Arizona:

A spring of 4 to 5 g.p.m. now flows off of the monument in pipe layed in 1927 by Babbitt Brothers Sheep Company. Babbitt Brothers wish to take up the pipe, but the Park Service questions title to the pipe. Mr. Pinkley does not wish water now, but wishes to protect rights for future. He prefers having stock watered off of monument. He wishes legal advice, which Mr. Johnson will doubtless provide.

8. Kofa and Organ Pipe National Monuments, Arizona;

These prospective monuments need water. Possible sources should be studied, and appropriation made if possible.

9. White Sands National Monument, New Mexico:

It is planned to try to sink a suitable well for domestic use. The "artesian well", at the Pool of Siloam, was created by man in drilling for oil, and as such is not technically subject to appropriation.

10. Bandelier National Monument, New Mexico:

The source of supply is Frijoles Creek, which is also used by the operator to irrigate her garden in the monument. The operator claims her right through an old filing by Judge Abbott, though neither the operator nor Judge Abbott owns the land. Since it is desirable to eliminate the operator's garden, Mr. Pinkley wishes to prove the Abbott filing inactive if possible. A Park Service filing should be made, and a thorough study of its relation to the one of Judge Abbott.

11. Arches National Monument, Utah:

A small spring is to be developed, but both filing and development are dependent on acquisition of the land on which the spring is located.

12. Hovenweep National Monument, Utah and Colorado:

There is no water on the portion of the monument in Colorado, and no plan to provide any. A small spring in Utah will be needed for domestic supply, and should be filed upon. Mr. Pinkley is not sure whether the spring has been used before or not, and the matter should be investigated.

13. Yucca House National Monument, Colorado:

A small spring now serves a watering hole outside the monument by pipe. Mr. Pinkley favors maintaining the watering hole to keep stock off of the monument, but wishes to retain or establish a monument right. He has requested legal advice, which Mr. Johnson will doubtless supply.

Arizona Water Code

Portions of three days were spent in conferences with the Arizona State Water Commissioner, Mr. Stewart, and his Deputy, Mrs. Harrison, to obtain a more complete knowledge of the Code, its interpretation, and adaptation to Park Service problems.

The specific wording of the Code restricts the waters which can be appropriated to those for six uses. In the case of the parks, water for fish hatcheries and wild life watering holes cannot be recognized as beneficial use at this time. At the same time, the Commissioner wishes to liberalize the Code, and requested letters explaining the need for these uses. Superintendent Tillotson agreed to write such a letter, and it seems desirable for others to do the same if possible. Unfortunately, the number of parks and monuments with wild life problems, in Arizona, are limited.

Another complication in filing on Park Service water is the complicated system so often needed in a park, and the inadequacy of the State application form. This form was prepared previously for irrigation applications, and does not provide the mechanical flexibility for dealing with pump systems from several sources. However, Mr. Stewart approved of the use of riders until the forms can be modified.

Arizona does not recognize percolating water as subject to appropriation, but does recognize stream flow in a well defined channel, even though this water may all flow underground during much of the year. Further, springs in the bed of a stream are regarded as part of the stream, while those on a stream bank are separate springs and need separate filings unless their waters are commingled with those of the stream. Further, a spring on the stream bank which did not flow, but merely dampened the ground before development by man, is regarded as percolating water, and no more subject to appropriation than the water from a well. Precipitation or flood water, before it reaches a natural channel, belongs to the land, and is not subject to appropriation. Yet appropriation is necessary for storage, even though only in a tank or small reservoir. These interpretations make it difficult to treat many of the proposed park filings, but the Commission is anxious to liberalize its Code, and glad to accept questionable cases for submission to the State Supreme Court.

Water used prior to 1919, prior to the adoption of the Water Code, has valid rights when the use can be proved. Even though the Park Service did not make active use before that date, many of its rights are going to be influenced by earlier private use. The situation at Pipe Springs is a good example, though it cannot be fully understood until the interdepartmental agreement is studied by Mr. Johnson.

Municipal use has not been fully settled in Arizona. The Commissioner agreed that many parks have use more nearly like that of a municipality then is considered under domestic use. He has also allowed a small summer colony to file an application for municipal use, even though the 500 inhabitants are only there three months out of the year. On this basis, we have been advised to file on "Municipal and Domestic Use" for the North and South Rim Systems at Grand Canyon, in order to permit anticipating future increased demands. The acceptance of the application will then be up to the State Supreme Court, but in any case, priority will date from the date of the application by the Park Service.

Applications

On December 9, while Superintendent Tillotson was in Phoenix, an application was filed on the Indian Gardens water supply for the South Rim of Grand Canyon. The map to accompany this application will be filed within the next thirty days. It needed certain additions, the data for which was obtained from the Santa Fe Railway Company in Los Angeles on the return trip to San Francisco.

Conclusions

From the data obtained, two types of problems are involved in the water right filings for Arizona. Grand Canyon requires a great deal of routine work to be done in compiling the necessary maps. There is full justification for a draftsman to prepare the complicated tracings. There are between two and three months steady work for a draftsman and myself. Although the Southwestern Monuments will also require maps, they will be relatively simple in comparison with the legal investigations with which Mr. Johnson is more familiar.

CC: Director.
Mr. Tillotson.
Mr. Pinkley.
Mr. Kittredge.
Mr. Dunn.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Branch of Land Acquisition and Regulation
Legal Division
110 Sutter Street
San Francisco, Calif.

Bright Angel Ck

December 5, 1936.

Mr. A. van V. Dunn,
Associate Engineer, National Park Service,
C/o Adams Hotel,
Phoenix, Arizona.

Dear Mr. Dunn:

Your letter of December 2, 1936, written at Grand Canyon, has been received, together with the enclosed copy of your notes and the memo to Acting Superintendent Lloyd. In accordance with your suggestion a copy will be made fro Mr. Kittredge and will be sent to him when completed.

Taking up the matters contained in your letter in order, it seems to me, first: That we should file on only those small retaining ponds or lakes for wild life use on the North Rim which are constructed and are proposed by the Park administration. Consequently, if they propose only six dams with the maximum of 10 acre feet each, we had better limit our filing to 60 acre feet plus the storage necessary on the South Rim.

Second, regarding the irrigation use on small tracts, I believe it is provided that this may be considered incidental to domestic use, and where the amount of water involved is at all substantial and the point of diversion is different from other points of diversion, a filing should be made. However, with respect to such small uses for domestic purposes as 500 to 2000 gallons per week, I feel that you may disregard them entirely unless they happen to be from the same diversion point or very close to the diversion point of a larger system.

It seems that you are correct in your statement that our first concern should be over the developments on Roaring Springs and Bright Angel Creek, together with the Indian Gardens development. Likewise, I feel you are right in recommending separate filings on the Roaring Spring and Bright Angel developments. I am not even sure that it would cost more to file separately, because we would probably have to file separately anyway, inasmuch as the points of diversion are different and the nature of the uses is likewise different. Consequently, it seems to me that one filing should be made for the power development and a separate filing for the North Rim water system from Roaring Spring.

However, I am wondering if it might not be possible to make a joint filing for the North Rim water system and the proposed fish hatchery, inasmuch as our chief concern over the fish hatchery is not a matter of the use of any quantity of water or appreciable pollution, but rather is to see that the supply is not cut off. The points of diversion for these two would seem to be very close together, and an incidental use for the fish hatchery purpose might very possibly be allowed with the amount set for the necessity of the combined uses. You speak of some irrigation, but I don't recall without having the file here the extent of the call upon the water from these systems for that purpose, but if it is small it, too, can probably be combined as an incidental use.

Your notes indicate a substantial irrigation use at Phantom Ranch and a proposed system costing a very substantial amount of money. Consequently, care should be taken to protect the supply for that system and the irrigation that is carried on.

If the small developments along Bright Angel Creek are those which you mention as needing only 500 to 2000 gallons per week, and if there are several of them, existing or proposed, it might be well to see if a combination filing can't be made for the group. If they cannot be so combined or if they are not located in the same drainage, we can ignore any such small uses, as I have previously indicated.

With relation to the question of filing fees, I have talked to Earl Brown, and he sees no reason for San Francisco to pay the fees and then bill the park. In fact, he states quite definitely that they much prefer not to do it in this manner and feels that if the park is going to pay it anyway they should pay it first. He also states that there is no way to pay from this office if the Water Commissioner requires cash before accepting the filing. Brown will have to have certified bills from the Park or a voucher from the Water Commissioner before he can make a payment. In this regard I trust you will remember to discuss with the Water Commissioner the possibility of acceptance of our filings without cash payment, and the issuance of vouchers by him for payment by the Park.

I seem to recall that quite a while back we received a letter from the Director indicating that it would be the general practice in all parks to have filing fees paid by the Parks out of their general administration fund, but I am unable at this time to locate that letter. However, there are enclosed for your use, and to furnish the Park with a copy if you so desire, two copies of Mr. Moskey's letter of January 28, 1936, referring to the matter of filing fees at Lassen Volcanic National Park.

Of course we will be guided by the wishes of the Park administration in the matter of requesting the operators to furnish the filing fees, but it should be determined before we pay any whether there have been previous filings made with the Water Commissioner by the operators, covering the same uses upon which we contemplate making our filing. Perhaps this information cannot be furnished by Superintendent Tillotson, but if not you can probably get it from Chief Engineer Blanchard of the Santa Fe, or some one at that office in Los Angeles.

Please see if you cannot so arrange it that all additional matters to be taken care of in connection with our filings can be handled by correspondence and will not require further trips to Phoenix. It might be possible to so familiarize the Water Commissioner with the facts and to procure from him all the forms necessary that the matter can be handled from San Francisco between this office, the Park, and the Water Commissioner.

If difficulties arise or further information is required from this office, kindly advise me, and in the event you anticipate being out over a week more I should appreciate an additional report from you.

Yours very truly,

Joseph E. Taylor

Joseph E. Taylor,
Attorney.

In duplicate.

Encls.

CC: Director

Mr. Dunn: You can furnish Supt. Tillotson with the attached copy if you desire.

11-21-1936: letter to superintendent from nps regarding state requirements for filings

FILE COPY

November 21, 1936.

Mr. M. R. Tillotson,
Superintendent,
Grand Canyon National Park,
Grand Canyon, Arizona.

Dear Mr. Tillotson:

We have just had additional instructions from Washington to file on water rights at Grand Canyon as soon as possible, and Mr. Dunn is now preparing certain plans in accordance with the State requirements for such filings. We find, however, that certain additional data and explanation will be necessary before completing the necessary papers for these filings, and should appreciate your check of quantities.

We propose to file on 323,000 gallons a day at Indian Gardens for the South Rim water system, and we have the data necessary for the map for such filings except that the line should be tied to a section corner. We find that you have located the corner common to Sections 23, 24, 25, and 26 on the topography of the golf course area south of the administration area. We should appreciate the coordinates which Mr. Carrell used for plotting this section corner and those for the center of the large storage reservoir or of Station 0+00 of the Harvey pipe line on the valve box on this reservoir in order that we may compute a tie to the section corner. We must also know the type of pump and motor and their capacities at each the main pump station and the rehandling station in Indian Gardens.

On the North Rim we should like to combine several of the water rights if possible, but are somewhat uncertain as to the practicability. As we understand it, the Union Pacific hydro plant and Phantom Ranch areas both derive their water from Bright Angel Creek, and it might be possible to cover them with one filing even though there would be two points of diversion. The quantity of water would be 5 second feet for the hydro electric power and 1-1/3 second feet for Phantom Ranch. Of this latter, 1/2 second foot or 323,000 gallons a day to be for domestic use, and the balance for irrigation, with the idea that some of the irrigation water might later be converted to domestic use to augment the supply from Indian Gardens and the South Rim.

In order to file on any of this water for irrigation we will have to show an adequate acreage to justify the quantity, and should appreciate an estimate of the land that can be so irrigated.

In preparing the maps for the Bright Angel rights we will have to obtain maps showing the actual alignment and points of diversion as they have been constructed, and find no such data in the office of the Chief Engineer. Probably a print of the Union Pacific maps for the hydro plant and the Harvey map at Phantom Ranch would supply this data.

In addition we should know the size of penstock, theoretical horse power of the generator unit and types of wheel and generator used the size and description of the pumps and motors and size of pipe at Phantom Ranch, also the size of ditch, grade, and type of diversion works used on the irrigation system.

We are not quite clear on the use of Roaring Springs, but gather that it is used for all domestic water on the North Rim, and is to be used in the near future for a fish hatchery besides, and that you recommended a half second foot as the quantity. We find, though, that the flow is approximately 7½ second feet, and wonder if it would not be better to file on 1 or 2 second feet in order to have ample supply in the future. In order to prepare the necessary papers for this filing, we shall need a plan or map of the existing water system and descriptions of pumps and motors as described for the other systems above mentioned.

At Clear Creek Canyon we propose to file on 1/4 second foot for domestic and irrigation purposes if you think that is ample for all future needs, but we will need a map giving pipe lines and diversion works to complete our filings on this system.

We are planning to file on all impounding reservoirs for wild life as one filing to include twelve such dams or reservoirs on the South Rim and four on the North, with 165 acre feet on the South Rim and 6 acre feet on the North. To complete these filings we should have an approximate storage capacity for each individual reservoir, and the dimensions of the dam in each case.

We notice, too, in your descriptions of those on the South Rim including those at Ermanita Mesa, Horse Thief, Pasture Wash, etc., you have given their location in quarter sections. The State requires locations by 40-acre subdivisions where possible, and we wonder if you could supply this additional data. In any case we will need some means of locating those you contemplate on the North Rim and the name for each.

We notice you also wish to file on 50 gallons a minute from various springs on the North Rim for wild life purposes, and we should have specific locations and descriptions of the proposed diversions in these cases. In this connection we also have a record of the possible source of supply at Neal Spring, but no data as to what this use was to be or the quantity of water contemplated.

Mr. Dunn and I are planning to be in Arizona shortly after Thanksgiving to discuss some matters with the State Water Commissioner, and can probably have some of the questionable matters listed above explained at that time if we stop at Grand Canyon, but we should like to have as much explained by letter as possible in order that we can have our filings in rough form when we come south.

Inasmuch as the hydro plant and domestic water supply for the North Rim belong to the Union Pacific Railroad, and those at the South Rim and Phantom Ranch belong to the Fred Harvey Company, we wonder if it will not be possible for you to get them to pay the filing fees necessary for these systems.

Sincerely yours,

Albert L. Johnson,
Associate Attorney.

A.van V.D:SH

CC: C. M. Carrel, Park Engr.
A. van V. Dunn, Assoc. Engr.

11-07-1936: letter to nps from attorney regarding determination of possible land exchanges at joshua tree national monument

FILE COPY

November 7, 1936.

The Director,
National Park Service,
Washington, D. C.

Dear Mr. Director:

As suggested by Mr. Tolson while in San Francisco and as authorized by you, Mr. Johnson was specially assigned to search land titles in the Land Registry Office at Los Angeles for the determination of possible land exchanges at Joshua Tree National Monument. Mr. Johnson has filed his report in duplicate with the Branch of Engineering here in San Francisco, and I assume you will receive a copy through that office.

It was deemed more economical to have Mr. Johnson proceed from Los Angeles to Grand Canyon to prepare the ground work for proper filings for that park, and the result of his short stay there is outlined in his memorandum to me of November 6, a copy of which is herewith enclosed.

It occurs to me that now is an opportune time to make proper filings for Grand Canyon National Park for the reason that the State of Arizona should welcome all appropriative filings and beneficial use of water within its boundaries as an aid to adding greater merit to its position in its contest with the six signatory States to the Colorado River Compact. This fact presents an opportunity for generous filings wherever necessary in Arizona, which I feel should not be allowed to pass.

As stated in the last paragraph of Mr. Johnson's memorandum, we will proceed with filings for Grand Canyon, and at the same time make a determination as to any other necessary Arizona filin .

Yours very truly,

Joseph E. Taylor,
Attorney.

Encl.
JET:A

CC: Supt. Tillotson.
Mr. Zittrea .

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
BRANCH OF LANDS AND USE
110 SUTTER STREET
SAN FRANCISCO, CALIF.

November 6, 1936.

MEMORANDUM TO MR. JOSEPH E. TAYLOR:

Pursuant to advice from you I made an inspection trip last week to Grand Canyon National Park for the purpose of learning the latest developments on their water rights. It was thought it would be more economical to make this trip from Los Angeles at the conclusion of my special assignment on searching land titles in the Land Registry Office at Los Angeles pertaining to the Joshua Tree National Monument.

Being advised by you and also by the Acting Superintendent of Grand Canyon that Superintendent Tillotson was away from the Park during the first part of my fifteen-day stay in Los Angeles, I wrote the Park asking them to keep me advised as to the date of his expected return. I received word from the Assistant Superintendent about October 21 that Mr. Tillotson would probably be in the Park the last week in October, and asking me to wire when I could come; so I telegraphed on October 26 stating that I would be through with the work in the Land Office on the 27th of October. The Assistant Superintendent telegraphed me to wire them time of arrival. On Tuesday, October 27, I wired that I would leave the next day and be there Thursday morning.

Immediately upon my arrival at Grand Canyon National Park I went to the Superintendent's office and called on Mr. Tillotson in person. He seemed surprised at my arrival, and had no suggestions to offer. However, I learned from him and from the Park Engineer the following day that the status of water rights was the same as when you were in the park in 1935. You and the Park Engineer had then agreed upon a number of filings -- at least six -- which would be required for laying the foundation and perfecting the rights to water now used by the National Park Service at Grand Canyon. I agree that these filings should be made, although there has been no disturbance of the Government water rights nor protest by any private interest. The Superintendent seemed well satisfied that there was no possibility, either physical or legal, of interference with the Government's water rights, although he stated he was not familiar with Arizona law. There are only three or four private owners on the South Rim within the boundary of the national park, but I understood from my short investigation there that those private owners were very jealous of the Government's rights and chary of the National Park Service.

Since the status of affairs at Grand Canyon National Park is largely the same as in 1935 when you made a preliminary investigation, and it is agreed by the attorneys and the Park Engineer that it would be better for the Service to make these filings with the constituted water authority of the State of Arizona, we are about to prepare the necessary applications for the Superintendent to sign, and will then file in person at Phoenix, Arizona. It will be necessary to make a further investigation at the Park and at Phoenix to complete the engineering data for the applications to appropriate water.

Albert L. Johnson,
Associate Attorney.

CC: Director.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GRAND CANYON NATIONAL PARK
GRAND CANYON, ARIZ.

June 3, 1935

Joseph E. Taylor, Attorney
Yellowstone National Park
Wyoming

Dear Mr. Taylor:

With reference to our recent conversation and discussions relative to the securing from the State of Arizona water rights for Grand Canyon National Park and Grand Canyon National Monument, I wish to make the following recommendations:

1. That a complete survey of the records be made to determine what, if any, prior filings for water rights in this Park and the Monument are recorded;

2. That necessary filings for water rights for both this Park and the Monument be made at the earliest possible date;

3. That, to insure an adequate water supply for the South Rim from the springs at Indian Gardens, filing should be made for 200,000 gallons per day. To provide for the possibility of failure of the Indian Gardens springs and the necessity of procuring this supply from Bright Angel Creek, filing should be made for one and one-third second feet. This will provide water not only for the South Rim but also all use at Phantom Ranch;

4. That filing should be made for 150 acre feet of run-off water on the South Rim from various tributaries of the Colorado River, which is and will be impounded for the purpose of caring for wildlife, and domestic use at outlying stations where direct precipitation is caught on galvanized catchment areas and stored in reservoirs;

5. That filing should be made for one-half second feet of water from Roaring Springs to provide an adequate supply for use at the North Rim Headquarters Area and for a proposed fish hatchery in Roaring Springs Canyon. It will also be necessary to file for five second feet from Bright Angel Creek for hydroelectric power development at mouth of Manzanita Creek. A

portion of this will again be utilized for domestic and irrigation purposes at Cottonwood camp, one mile below the power plant;

6. That filing should be made for one-quarter second feet of flow from Clear Creek for domestic and irrigation purposes at camp ground to be established in Clear Creek Canyon on the north side of the Colorado River;

11-7. That filing should be made for fifty gallons per minute from various springs on the North Rim for preservation and propagate wildlife. Also, filing should be made for six acre feet per year of precipitation and run-off for domestic and wildlife purposes. (9) - 15

Referring to item (3), providing for an additional water supply for the South Rim Headquarters Area from Bright Angel Creek, would advise that in my answer of February 20, 1935, to a letter from the Director of February 7, 1935, I made mention of the feasibility of this project, estimated to cost some $100,000.00. As stated in my letter, this would be a very expensive piece of construction and would require, probably, two years to install.

In this same letter, I touched upon the necessity of renewing the present two inch line now serving Phantom Ranch from Bright Angel Creek with a three inch line and, also, the advisability of relocating the two inch line serving the C. C. C. camp from the Creek bed to connect with the Phantom Ranch line at the existing reservoir.

Item (4) provides for run-off or flood waters carried by various draws lying to the southwest, south, and southeast of the South Rim Headquarters, in which twelve dirt and log dams have been constructed to impound these waters in dirt tanks for wildlife use. Three more dams and tanks are proposed for construction but not programmed. This item also provides for impounding direct precipitation for domestic use at Pasture Wash and Desert View.

Item (5) provides for water necessary for domestic use and fire protection of the North Rim Headquarters Area, jointly occupied by the Union Pacific Railroad and the National Park Service. Provision is also made for the use of water for a proposed fish hatchery as mentioned in my letter to the Director of February 20, 1935. In addition to these, it is necessary to provide water from Bright Angel Creek for hydroelectric power, diversion occurring one-half mile above the power plant by means of a 26" wood stave penstock and returning to the Creek at the plant. This electric energy is transmitted to the North Rim Headquarters Area and jointly used

by the Union Pacific Railroad and National Park Service.

Diversion of this water again occurs one mile below the power plant at Cottonwood by means of irrigation ditches and pipe.

Item (6) makes provision for the use of water flowing in Clear Creek to be utilized for domestic and irrigation purposes. A new trail has just been completed from Phantom Ranch to Clear Creek, and it is proposed to establish a fishermen's camp in the Clear Creek Canyon, providing the usual camp facilities.

Item (7) embraces certain live springs on the North Rim, some of which have been developed, and others in their natural state. Little or no new development is contemplated but the flow in these springs should be protected for wildlife.

Filing for 920 acre feet has been made for run-off and flood waters from Toroweep Valley in Grand Canyon National Monument. It is estimated that this will be sufficient for present and future needs for domestic use at the Headquarters Area, and wildlife purposes.

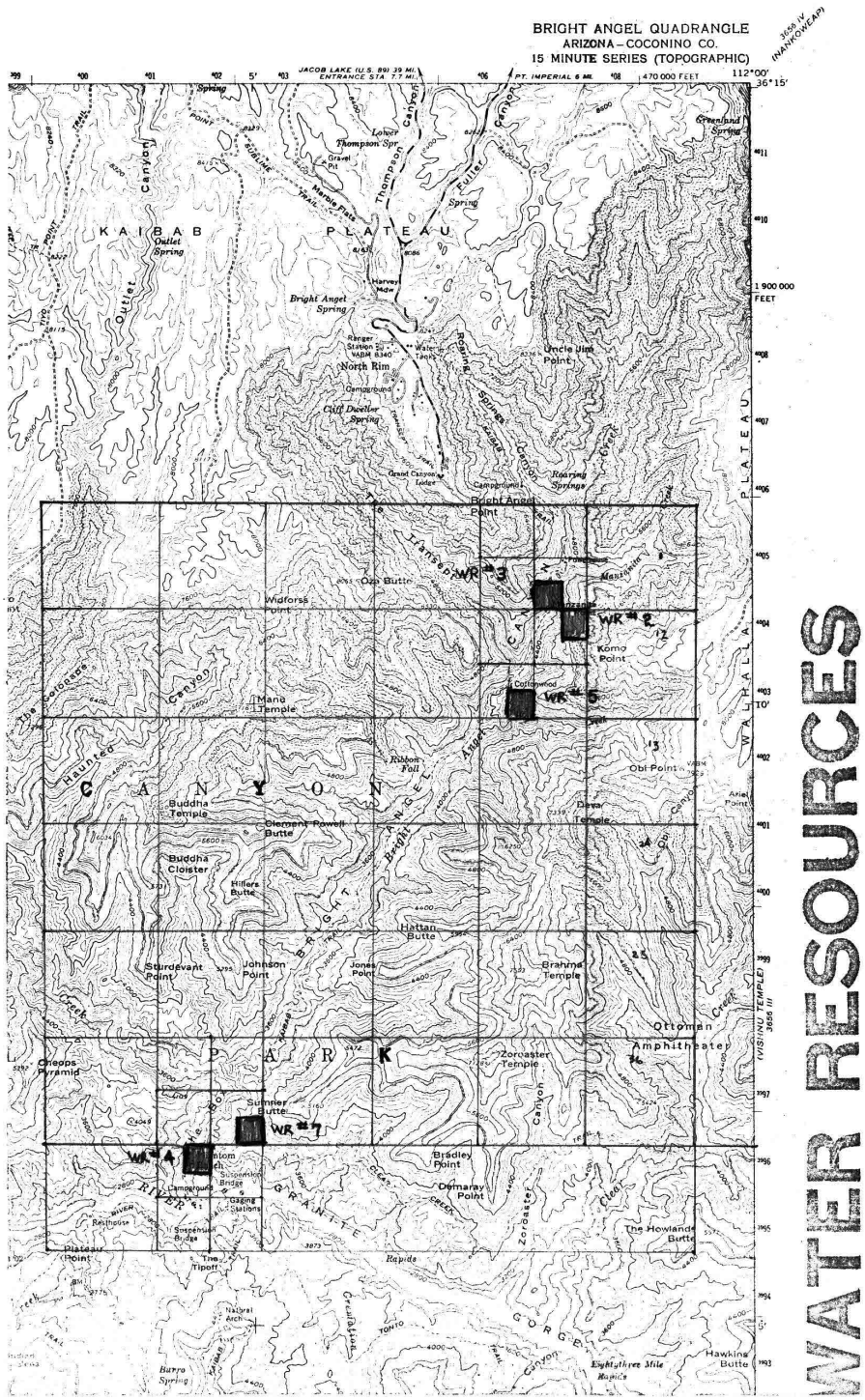
Two corrected copies of your tabulations are herewith returned.

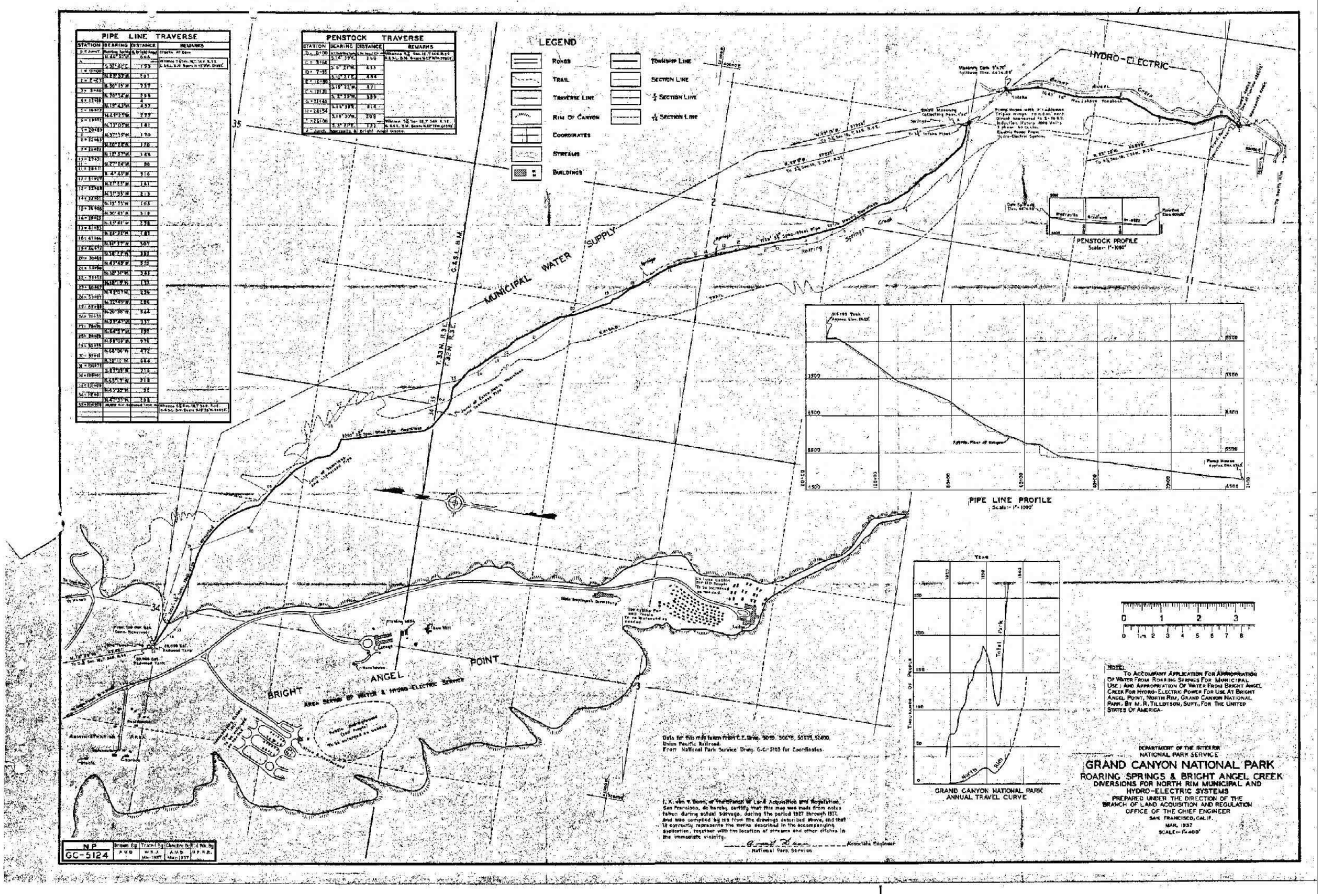
Very truly yours,

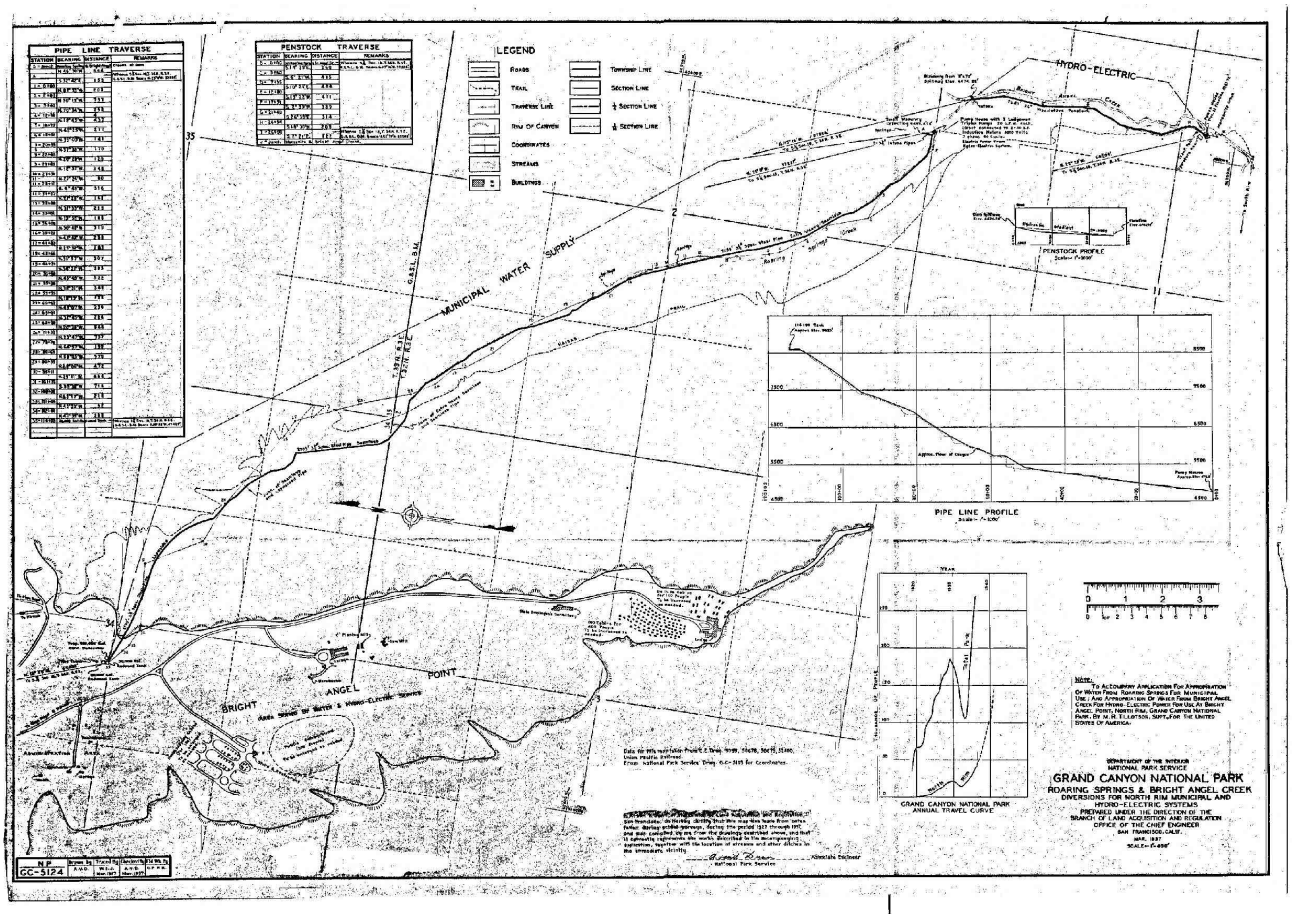
M. R. Tillotson,
Superintendent.

cc-Mr. Taylor
The Director

00-00-0000: topographic map of bright angel quadrangle




PIPE LINE TRAVERSE
PENSTOCK TRAVERSE
LEGEND
Roads
Trail
Traverse Line
Rim Of Canyon
Coordinates
Streams
Buildings
Township Line
Section Line
1/4 Section Line
1/16 Section Line
HYDRO-ELECTRIC
MUNICIPAL WATER SUPPLY
PENSTOCK PROFILE
PIPE LINE PROFILE
BRIGHT ANGEL POINT
GRAND CANYON NATIONAL PARK
ANNUAL TRAVEL CURVE
GC-5124
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GRAND CANYON NATIONAL PARK
ROARING SPRINGS & BRIGHT ANGEL CREEK
DIVERSIONS FOR NORTH RIM MUNICIPAL AND
HYDRO-ELECTRIC SYSTEMS
PREPARED UNDER THE DIRECTION OF THE
BRANCH OF LAND ACQUISITION AND REGULATION
OFFICE OF THE CHIEF ENGINEER
SAN FRANCISCO, CALIF.
MAR. 1937
SCALE-1=400'



Docket Information

Number of Documents in Docket 106

Documents Dated from 9/25/1929 to 1/22/1975

Docket Compiled: 3/24/2011