



WATER-RIGHT DOCKET

Whiskeytown National Recreation Area

Docket No: 2

GALLIAN WELL

Preliminary Docket Information

05-22-1979: docket information sheet

DOCKET (FILE) TITLE _____		DATE: May 22, 1979
REGION	Western	ANMA Whiskeytown National Recreation Area
SITE	Gallian Well.	
STATE	California	COUNTY Shasta DOCKET NO. WR #2
LOCATION	W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 9, T32N, R 6W	
REGIONAL BASIN	LOCAL BASIN	
ACQUIRED BY	Purchase (Phillip Gallian Purchase)	
APPLICATION	PERMIT	CERTIFICATE
ACTION DUE	PRIORITY	RESERVATION
QUANTITY	18 gpm (but now capped)	USE none
STATUS	inactive	SOURCE groundwater
REMARKS	The capped Gallian well is located within Hydrologic Basin Unit No. 18020006.	
NARRATIVE:		
The Gallian well was drilled on June 12, 1965, on the property of Mr. Phillip Gallian, by Leo Foster. The well, located on the 2.53 acres later conveyed to the NPS in 1967, was drilled to a depth of 105 feet and was pumped for one hour at 18gpm. Mr. Gallian never filed any licenses or permits with the State of California which substantiated his water right. The deed of conveyance of the Gallian property, dated June 9, 1967, includes a reference to all "appurtenances" located on the land. The NPS proposed to utilize the water supply at the Marina in Whiskeytown, but Mr. Gallian capped the well, and it has not been uncapped since then.		
Compiled by	Ernesto Molina	
Approved by	_____	
		1 of 1

WATER DOCKET INFORMATION

A R E A WHISKEYTOWN NRA

DOCKET NO. 2

APPLICATION NO.

PERMIT NO.

CERTIFICATE NO.

TITLE OF DOCKET GALLIAN WELL

PRIORITY

REMARKS: PRESENTLY CAPPED. MAY BE USED TO PROVIDE
WATER FOR MARINA.

Land History

Parcel 73A

JUL 15 1968

WHISKEYTOWN N. R. A.

LWSSC
L1425 WHIS
(GALLIAN)
Tr 73-A

JUL 12 1968

Route	Initial
Graham	
Landes	
Cordary	
Nielsen	
Ott	
Johnson	
Blekely	
Taylor	
Siegluck	
Supt.	

Memorandum

To: Chief, Division of Land and Water Rights, WASO

From: Chief, Office of Land and Water Rights, SSC

Subject: Transmittal of Title File, Gallian, Tract 73-A, Whiskeytown

Transmitted herewith for storage is the title file with original documents relating to the completed purchase of the Gallian property, Tract No. 73-A, Whiskeytown.

(Ced) THOMAS MCINNELIS

Enclosures

cc:
Land Acquisition Officer, Whiskeytown
w/cy of final title opinion
Regional Director, Western Region
w/cy of final title opinion

★RECEIVED★
JUL 15 1968

MSH:FJC
33-5-2508-25

recd 7/5/68

WW

June 28, 1968

The title insurance policy was obtained in the files of this
Honorable Stewart L. Udall
Secretary of the Interior
Washington, D. C.

Sincerely yours,

My dear Mr. Secretary:

A re-examination has been made of the title data relating to 2.53 acres of land, more or less, Tract No. 73-A, Whiskeytown National Recreation Area Project in Shasta County, California. This land was conveyed to the United States of America under the provisions of existing legislation by Phillip H. Gallian and June R. Gallian, husband and wife, under deed dated June 9, 1967, filed for record on June 13, 1967, and recorded among the land records of the county in Volume 919 of Deeds at page 255. The file number of this Department is 33-5-2508-25.

The land is described in the aforesaid deed, which recites a consideration of \$29,800.00.

The title insurance policy, No. 18052, dated as of April 4, 1966, and continued to June 13, 1967, was prepared by First American Title Insurance and Trust Company and is satisfactory.

The title insurance policy, recorded deed and accompanying data disclose valid title to be vested in the United States of America, subject to:

1. Existing easements for public roads and highways, rights of way for railroads, pipelines and public utilities.
2. Right of way for road purposes 60 feet wide over and along the land as recorded June 21, 1965, in Book 840, page 546.

Your Department has advised that objections 1 and 2 will not interfere with the contemplated use of the land.

RECEIVED
JUN 28 1968

- 2 -

recd. 7/5/68
recd. 7/5/68

The title assembly has been retained in the files of this Department.

Honorable Stewart L. Udall
Secretary of the Interior
Washington, D. C.

Sincerely yours,

My dear Mr. Secretary:

A recommendation has been made of **Attorney General** to 2.53 acres of land, more or less, Tract No. 73-1, Shasta County National Recreation Area Project in Shasta County, California. Enclosures are conveyed to the United States of America under the provisions of existing legislation by Phillip H. Callien and June R. Callien, husband and wife, under deed dated June 9, 1967, filed for record on June 15, 1967, and recorded among the land records of this county in Volume 519 of Books at page 255. The file number of this Department is 33-5-2508-25.

The land is described in the aforesaid deed, which recites a consideration of \$29,000.00.

The title insurance policy, No. 14052, dated as of April 4, 1966, and continued to June 13, 1967, was prepared by First American Title Insurance and Trust Company and is satisfactory.

The title insurance policy, recorded deed and accompanying data disclose valid title to be vested in the United States of America, subject to:

1. Existing easements for public roads and highways, rights of way for railroads, pipelines and waste utilities.
2. Right of way for road purposes 60 feet wide over and along the land as recorded June 21, 1966, in Vol. 519, page 516.

Your Department is advised that objections 1 and 2 will not interfere with the unobstructed use of the land.

WHIS
No. 73-A

7509

AT 12 MIN. PAST 12
OFFICIAL RECORDS SHASTA COUNTY, CALIF.JUN 13 1967
Volume 719 Page 255

RECORDED FEE \$ 2.00

GRANT DEED

We, PHILLIP H. GALLIAN and JUNE R. GALLIAN, husband and wife, Grantors,

For and in consideration of the sum of Twenty-nine Thousand Eight Hundred dollars (\$29,800.00), lawful money of the United States to us in hand paid by THE UNITED STATES OF AMERICA, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto THE UNITED STATES OF AMERICA and its assigns, all that certain real property situate in the County of Shasta, State of California, described as follows:

All that portion of the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nine (9), Township Thirty-two (32) North, Range Six (6) West, Mount Diablo Base and Meridian, described as follows:



Beginning at a point on the West line of said Section Nine (9), from which point the Northwest corner of said Section Nine (9) bears North, 0°22'10" West, Twelve Hundred Fifty-four and Twenty-one Hundredths (1254.21) feet; thence, South 0°22'10" East, Two Hundred (200) feet; thence, North 89°01'20" East, Five Hundred Sixty-two and Nineteen Hundredths (562.19) feet; thence, North 6°56' West Two Hundred One and Seven Hundredths (201.07) feet; thence, South 89°01'20" West, Five Hundred Thirty-nine and Nineteen Hundredths (539.19) feet to the point of beginning.

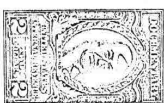
SUBJECT TO a right of way for road purposes 60 feet wide over and along the land herein described as reserved by Elmer Raymond Weeden et ux, by deed dated June 11, 1965 and recorded June 21, 1965 in Book 840 of Official Records, at page 546, Shasta County Records.

ALSO SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines.

The Grantors also quitclaim to the United States of America all their right, title and interest in and to the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nine (9), Township Thirty-two (32) North, Range Six (6) West, Mount Diablo Base and Meridian.

TO HAVE AND TO HOLD, the above granted and described premises, with all appurtenances, unto the United States of America and its assigns, forever.

IN WITNESS WHEREOF, we have hereunto executed this instrument this 9th day of June, 1967.



Phillip H. Gallian

June R. Gallian

Witness

STATE OF CALIFORNIA

COUNTY OF SHASTA

On June 9, 1967

before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip H. Gallian and June R. Gallian

me
by of
personally
own to me to
and acknowledged

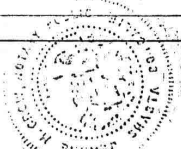
known to me to be the person, whose name, are

subscribed to the within instrument and acknowledged to me
that they executed the same.

WITNESS my hand and official seal.

Signature

Jeanne M. Crow



7509

WHISKEYTOWN NATIONAL RECREATION AREA
P. O. Box 108
Whiskeytown, California 96095

JUL 31 1967

Route	Initial
1 Graham	1/3
2 Ericson	1/3
Landes	1/3
Nielsen	
Johnson	
Raney	
Gardner	
Blackley	
Taylor	

Mr. Phillip H. Gallian
1938 Barton
Redwood City, California 94061

Re: Gallian, Parcel No. 73-A

Dear Mr. Gallian:

After our telephone discussion on July 18, 1967, I reviewed our file covering the acquisition of your property and I inspected the property we recently purchased from you.

Under the salvage clause, on Page 2 of the Contract between you and the United States, the following quotation is pertinent: "The Vendor reserves the right to salvage the improvements on said land and in consideration therefore, the Vendor agrees to remove said improvements and clean up the site of removal in a manner satisfactory to the United States." (Underscore added). Also in reviewing my notes covering our visit of April 13, 1967, I recorded the following: "Later I telephoned Mr. Gallian at Speer Distributing Co. (Redding, 241-3054), and told him we would permit him to salvage all the improvements and clean up the site, (except for the concrete and the buried material), and that we would pay him a consideration of \$29,000".

During the negotiations for this and other tracts when the subject of salvage was discussed among members of the staff of this station, serious consideration was given to requiring a bond to insure clean-up of the site. In your case I expressed the opinion that the "gentlemen's" agreement was satisfactory.

When I inspected your property on the 16th it appeared to me that there was about a truckload of debris and trash remaining. Most of the trash consists of beverage cans, paper plates, napkins, broken plaster board, scraps of lumber, etc. Two men with a truck could probably clean it up in half a day.

I have advised the Superintendent that you are not thru with the clean up, but you have no objection to him capping the well.

1	Graham
	Ericson
	Landes
	Nielsen
2-11	Johnson
	Kaney
	Gardner
	Blakely
2-12	Taylor

Your cooperation in this matter will be appreciated by this office and by me.

Paul G. Graham
Realty Officer

PGG:manb

LWR-SSC-1
(Aug 1966)
4-18-67

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

73-A

Tract

GALLIAN

Vendor

WHIS

Area

4:611-006

Contract No.

OFFER TO SELL REAL PROPERTY

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the

County of Shasta, State of California,

containing 2.53 acres, more or less, more particularly described as follows:

All that portion of the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nine (9), Township Thirty-two (32) North, Range Six (6) West, Mount Diablo Base and Meridian, described as follows:

Beginning at a point on the West line of said Section Nine (9), from which point the Northwest corner of said Section Nine (9) bears North, 0°22'10" West, Twelve Hundred Fifty-four and Twenty-one Hundredths (1254.21) feet; thence, South 0°22'10" East, Two Hundred (200) feet; thence, North 89°01'20" East, Five Hundred Sixty-two and Nineteen Hundredths (562.19) feet; thence, North 6°56' West Two Hundred One and Seven Hundredths (201.07) feet; thence, South 89°01'20" West, Five Hundred Thirty-nine and Nineteen Hundredths (539.19) feet to the point of beginning.

SUBJECT TO a right of way for road purposes 60 feet wide over and along the land herein described as reserved by Elmer Raymond Weeden et ux, by deed dated June 11, 1965 and recorded June 21, 1965 in Book 840 of Official Records, at page 546, Shasta County Records.

ALSO SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines.

Procted

IN ADDITION, the Vendor offers to quitclaim to the United States of America all their right, title and interest in and to the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nine (9), Township Thirty-two (32) North, Range Six (6) West, Mount Diablo Base and Meridian.

EXCEPTING AND RESERVING only the following rights and interest in the above described property:

- a. The Vendor reserves the right to salvage the improvements on said land and in consideration therefor, the Vendor agrees to remove said improvements and clean up the site of removal in a manner satisfactory to the United States. It is expressly understood and agreed that such salvage and clean up is to be completed by September 15, 1967, and any materials remaining on said lands after September 15, 1967 become the property of the United States.
- b. The Vendor reserves the right to occupy the property until September 15, 1967. During the period of such occupancy the vendor shall continue to be responsible for the protection and maintenance of the land and the improvements and timber located thereon, even though title may have passed to the United States prior to the above date.

The terms and conditions of this offer are as follows:

(1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within one month from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay the Vendor for said land the sum of Twenty-nine Thousand Eight Hundred and No One Hundredths dollars (\$29,800.00) payable on acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear of all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(4) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at

LWR-SSC-1

(Aug 1966)

or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the deed to the United States, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept the conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(6) The Vendor agrees that the United States may acquire title to said land by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from said amount.

(7) The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, rights and privileges to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions of this offer apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Signed and Delivered this 14th day of April, 1967.

WITNESSES:

VENDORS:

Witness

Phillip H. Gallian
Vendor

Witness

James R. Gallian
Vendor

Witness

Vendor

Witness

Vendor

Notice of acceptance of this offer is to be sent to:

Mr. & Mrs. Phillip H. Gallian 1938 Barton Redwood City, California
Name Address City, State, ZIP

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

The offer of the Vendor contained herein is hereby accepted for and on behalf of the UNITED STATES OF AMERICA.

Date: April 17, 1967

By: Paul H. Gallian

Title: Land Acquisition Officer - WHIS

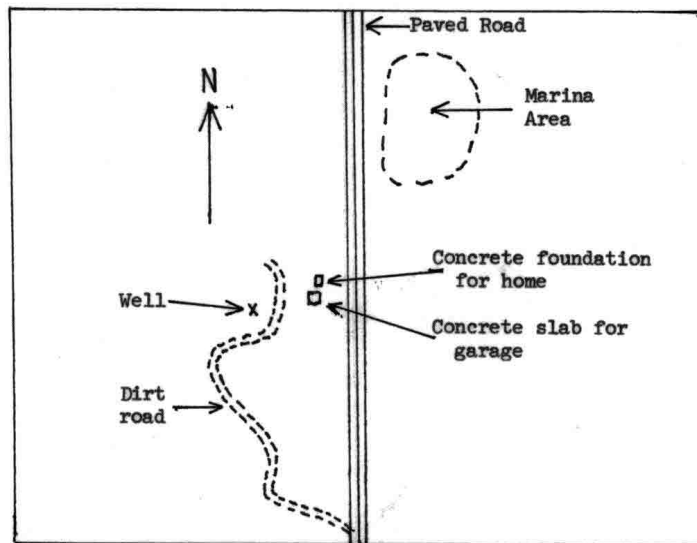
Post'd
6-16-68
Q

L54 (WR)RWR
WHIS/WR # 2

This well is located on the hillside to the west of the Whiskey Creek NPS Marina. A bearing was taken from the well to the Marina and was N 40 E, the Marina was approximated as being 300-400 yards distant.

The well was partially capped and had a 7 inch steel casing at the surface which extended 0.4 feet above land surface datum. The well was sounded and found to be 103.7 feet deep, depth below land surface datum. The static water level was 44.57 feet below land surface datum.

W. Werrell
Jan 13, 1976



Well is located about 30 feet west of dirt road. It appears that the home to the east of the dirt road was in the beginning stages of construction when required by NPS.

Other Supporting Information

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27

5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Files

DATE: June 8, 1967

FROM : Realty Officer

SUBJECT: Land Acquisition, Parcel No. 73-A, Phillip H. Gallian

When I contacted Mr. Gallian today, and asked him about his application for a permit to withdraw ~~or~~ ground water, he told me he did not apply to the State of California, nor has he any document that he can recall that resembles a permit or an application to withdraw ground water. He said the well was drilled by Leo Foster, 7021 Eastside Road, ~~Reading~~, and Mr. Foster reported to him that the well was 105 feet deep, cased to 48 feet and it pumped 18 gallons per minute. Mr. Gallian has told me on several occasions that this is a fine well.

916 241-1605

Paul G. Graham
Paul G. Graham

cc. Supt.

W 1/2 NW 1/4 Sec 9 T32N R6W

Drilled June 12, 1965

Blowed for 1 hour at 18 gpm.

7" I.D. casing. Solid rock below end of casing

65' 35 gpm.

80' 15 gpm.

Docket Information

Number of Documents in Docket 14

Documents Dated from 6/9/1937 to 5/22/1979

Docket Compiled: 7/28/2011