Book 2 of Water Rights - Mariposa County
Page 170

Notice of Appropriation of Water

The Undersigned Hereby Gives Notice to all Whom it May Concern:

1. That I claim the water flowing here in the Merced River to the extent of 300 cu. ft. per second.

2. That the purposes for which I claim it are (a) for irrigation and all household and domestic purposes and for electrical appliances and for all power purposes and public uses and the place of intended use of said water is on the West boundary of the S.E.¼ of Sec. 30 in Twp. 2. S. R. 23 E. M.D.B. & M. and in that immediate neighborhood, in the County of Mariposa, State of California.

3. That I intend to divert it by flumes, pipes, ditches and aquaducts and the size of same will be of sufficient capacity to divert and conduct said water.

This notice is posted on a sugar pine tree marked thus x near the point of diversion.

John S. Washburn,
Claimant.

Dated July 14, 1903.

State of California )
ss
County of Mariposa )

John S. Washburn, being duly sworn says, I am a white male citizen of the United States and of the State of California, and am over the age of twenty-one years. On the 14th day of July 1903, I posted in a conspicuous place on a pine tree marked thus x on the North bank of the Merced River in Little Yosemite Valley near the point of diversion mentioned in the notice attached hereto, a true copy of said notice.

Subscribed and sworn to before me this, the 17th day of July 1903.
John S. Washburn.
B. M. Leitch.
Justice of the Peace, Twp. 5, Mariposa County, California.
Filed for Record at the Request of John S. Washburn,
July 22 A. D. 1903, at 7 min. past 9 o'clock A.M.
F. A. Bondshu,
Recorder.

DEED No 18
160 Acres

CERTIFICATE OF ACCEPTANCE.

By virtue of, and pursuant to the authority conferred by the Act of Congress, approved April 9, 1912, entitled "An Act to authorize the Secretary of the Interior to secure for the United States title to the patented lands in the Yosemite National Park, and for other purposes," (Vol. 37, Chap. 74, page 80, United States Statutes at Large), and the Act amendatory thereof approved April 16, 1914, (Vol. 38, Chap. 58, page 345 of said Statutes); and for the purposes specified in said statutes, I, the undersigned, as First Assistant Secretary of the Interior do hereby accept for and in behalf of the United States of America the attached deed, wherein the Yosemite Lumber Company conveys to the United States of America the lands described therein together with all appurtenances thereunto belonging, such lands being situate in the Yosemite National Park, California.

In witness whereof, I, as said First Assistant Secretary of the Interior, hereunto set my hand officially, and have caused the seal of said Department to be affixed hereto and in attestation hereof this 19th day of December, 1924.

E. C. Finney
First Assistant Secretary
of the Interior.

MBW



THIS INDENTURE, made this 2nd day of August, 1923, between YOSEMITE LUMBER COMPANY of Delaware, a corporation, the party of the first part, and the UNITED STATES OF AMERICA, the party of the second part,

Contract dated Apr 18, 1923

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars, lawful money of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Mariposa, State of California, and bounded and particularly described as follows, to-wit:

(In the following descriptions, sections are given immediately under the township in which they lie, and the portions of each section are designated immediately under the number of such sections. All descriptions refer to the Mount Diablo Base and Meridian.)

IN TOWNSHIP TWO (2) SOUTH, RANGE TWENTY-THREE (23) EAST:

In section thirty (30) --

The northeast quarter of the southeast quarter (NE¼ of SE¼)
Lot four (or northwest quarter of southeast quarter)(NW¼ of SE¼)
The southwest quarter of the southeast quarter (SW¼ of SE¼).
The southeast quarter of the southeast quarter (SE¼ of SE¼)

TOGETHER, with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part forever.

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

YOSEMITE LUMBER COMPANY (of Delaware)

ATTEST: R. Lane
Secretary

By James Flynn
President

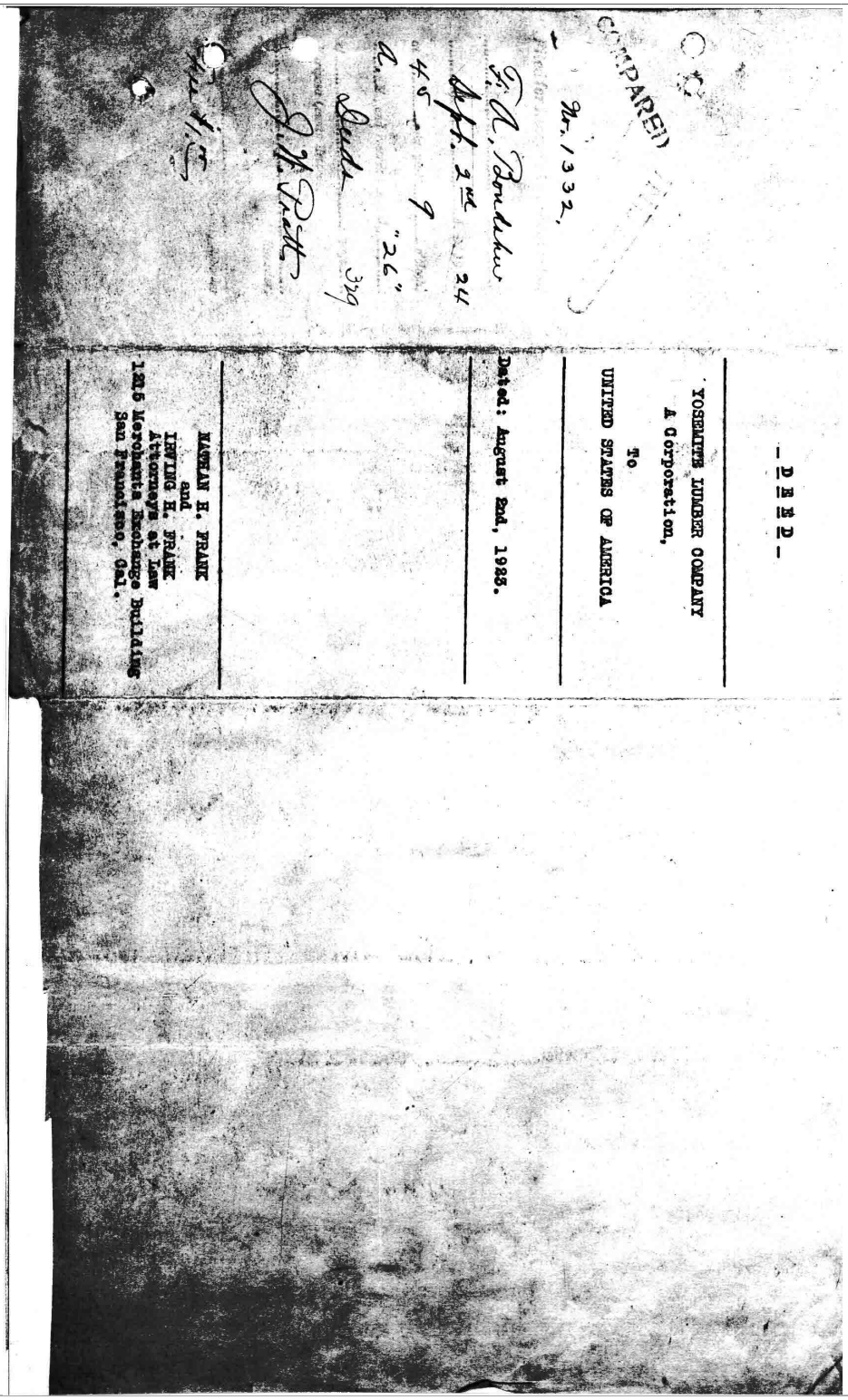
STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.

S13981

On this 2nd day of August in the year One Thousand Nine Hundred and Twenty-three before me, JAMES MASON, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared James Tyson and B. Lane known to me to be the President and Secretary respectively of Yosemite Lumber Company (of Delaware) the Corporation described in and that executed the within instrument, and also known to me to be the person s who executed it on behalf of the Corporation therein named, and he y acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year last above written.

James Mason
NOTARY PUBLIC.
In and for the City and County of San Francisco, State of California.
My Commission will expire December 4th, 1923.



— D E E D —

YOSEMITE LUMBER COMPANY
A Corporation,
To
UNITED STATES OF AMERICA

Dated: August 2nd, 1923.

MAGEAN H. FRANK
and
LEWING H. FRANK
Attorneys at Law
1215 Merchants Exchange Building
San Francisco, Cal.

COMPARED

Dec. 1332,

F. A. Bonthron
Dept. 2nd 24
45 7
A. Reeds "26"
329

E. K. Pratt

Dec 31, 1924

**Administrative Agreements**

C O P Y

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

REGION FOUR
180 New Montgomery Street
San Francisco, California

August 1, 1951

Through: Superintendent,
Yosemite National Park

State of California
Department of Public Works
District X
1200 North Center Street
Stockton 9, California

Gentlemen:

In accordance with request contained in your letter of July 11, 1951, addressed to Yosemite National Park, your Special Use Permit No. I-18p-1466--which authorized the diversion of water from an unnamed stream in the Carl Inn area for use in your former road maintenance camp--is hereby cancelled, effective June 30, 1950.

Very truly yours,

(SGD) HERBERT MAIER

Herbert Maier
Acting Regional Director

Copy to: General Accounting Office (Signed)
The Director (in dupl), w/cy Mr. Wosky's
memo, 7-13-51; & cy Calif. Dept. of Pub.
Wks. ltr of 7-11-51
Superintendent, Yosemite

C O P Y

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Yosemite National Park
California

July 13, 1951

Memorandum

To: Regional Director, Region Four

From: Assistant Superintendent, Yosemite

Subject: Cancellation of Special Use Permit No. I-18p-1466
Division of Highways, State of California

Attached is copy of a letter received from District Engineer Meyer, District X, Division of Highways, State of California, requesting the cancellation of Special Use Permit No. I-18p-1466. This permit authorized the State Highway Department to divert water from an unnamed stream in the Carl Inn area for use in their road maintenance camp.

The Highway Department has not maintained a road camp in this area for several years, and therefore have no further use for this permit. The facilities installed by the State have been taken over by the National Park Service in the operation of a Blister Rust Camp, and therefore all special requirements contained in the permit have been met to the satisfaction of the Park Superintendent.

It is recommended that the permit be cancelled effective June 30, 1950. Bill No. 44-925 covering the $1.00 fee for the 1951 fiscal year has been reversed from our records.

John B. Wosky
Assistant Superintendent

Attachment

07-11-1951: letter to dept. of the interior from district engineer regarding bill no. 44-925

C O P Y

State of California
Department of Public Works
DIVISION OF HIGHWAYS
DISTRICT X
1200 North Center Street
Stockton 9, California

July 11, 1951

U. S. Dept. of the Interior
National Park Service
Yosemite National Park, Calif.

Attention: Chas. F. Hill

Gentlemen:

Reference is made to your Bill No. 44-925 dated November 17, 1950 covering use of water supply for the period July 1, 1950 to June 30, 1951 under Contract I-18p-1466.

We are informed by our Superintendent that the water has not been used by the State for ten years and that it is now and has been used by the U. S. Park Service Rangers since the site was abandoned by the State and the buildings sold to private persons.

Will you, therefore, please make the necessary adjustment to clear this charge from our account.

Yours very truly,

J. G. MEYER
DISTRICT ENGINEER
/s/ W. J. Reilly
By
W. J. Reilly
Chief Clerk

COPY

No. I-18p-1466

10—114
(November 1937)

# UNITED STATES
## DEPARTMENT OF THE INTERIOR
### NATIONAL PARK SERVICE

YEAR, 19 39

## SPECIAL USE PERMIT FOR WATER

Division of Highways, of the State of California, is hereby authorized during the term of one year from July 1, 19 39, to June 30, 19 40, to use the following-described ~~land in the above named park~~ water from an unnamed stream running northeasterly through the NW¼ of the SW¼ of Section 35, T. 1 S., R. 19 E; and more particularly described as Lot No. 10 of Section 35 as shown on the map of Township 1 S., R. 19 E., Mt. Diablo Meridian, on file in the Surveyor General's Office, Washington, D. C. (Survey of September 1880); and to maintain necessary pipe lines along said stream where it passes through land acquired by the United States from the Yosemite Sugar Pine Lumber Company, for a distance of approximately one hundred and thirty-five (135) feet to a log-cribbed dam, now installed across said stream on Federal lands, and to maintain such dam.

for the purpose of obtaining a satisfactory water supply for a State road maintenance camp located approximately seven hundred (700) feet down stream from the above mentioned dam,

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of One dollars ($1.00), in advance, or as follows: annually upon the receipt of a certified bill from the National Park Service, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Yosemite Nat'l Park, Calif., this 26th day of July, 19 39

/s/ Lawrence C. Merriam
*Superintendent.*

The undersigned hereby accepts the above permit and the right to exercise the privileges granted, subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

Dept. of Public Works, Division of Highways

*Two witnesses to signatures:*

* /s/ G. A. Moskey
Asst. State Highway Engineer

*Address* Public Works Building
Sacramento, California

*Address*

*Address*

*Address*

APPROVED: AUG 14 1939

(SGD) G. A. MOSKEY
*Associate Director, National Park Service.*

[In quintuple]

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

16—83069-1

## SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall exercise this privilege subject to the supervision of the Superintendent of the Park and shall comply with the regulations of the Secretary of the Interior governing the park.

2. Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing.

3. No building or other structure shall be erected under this permit except upon plans and specifications approved by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

4. Permittee shall dispose of brush and other refuse as required by the Superintendent.

5. Permittee shall pay the United States for any damage resulting from this use.

6. Permittee and his employees shall take all reasonable precautions to prevent forest fires and also shall assist the Superintendent to extinguish forest fires in the vicinity of any tract which may be used hereunder, and in the preservation of good order within the metes and bounds of the park.

7. No timber may be cut or destroyed without first obtaining permit therefor from the Director, National Park Service, in writing.

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

9. This permit shall terminate upon the violation of any of the conditions hereof or of any Act of Congress or regulation of the Secretary of the Interior governing the park or anything in it, or at the discretion of the Director, National Park Service.

10. Neither Members of, nor Delegates to Congress, or Resident Commissioners, officers, agents, or employees of the Government shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom.

11. All reference in this permit to "the Superintendent of the Park" shall mean the Superintendent of Yosemite National Park, California.

12. Permittee shall maintain the required pipe lines and the dam in a manner satisfactory to the Superintendent of the Park, without cost to the Federal Government and upon abandonment of the pipe line by the Permittee, it will be removed upon the option of the Superintendent of the Park, together with any other appurtenances on the ground, and the premises returned to their natural condition so far as possible.

13. It is agreed that the water herein described will be shared with the United States Forest Service for the purpose of serving a public camping ground and for other purposes.

14. It is also agreed that this permit is subject to the prior needs of the National Park Service in the administration of Yosemite National Park.

15. It is further agreed that in the event the Permittee abandons the pipe line and the privileges herein granted, any water rights that the Permittee may have obtained, or hereafter obtains, in the stream in question shall be transferred to the United States.

16. This permit shall be automatically renewable upon its expiration for further periods of one year each but not to exceed in all a term of twenty years unless renewed in writing.

U. S. GOVERNMENT PRINTING OFFICE 16—85068-1

09-09-1964: face sheet for completion report: work order no. b-58-yose

...NT OF THE INTERIOR
NATIONAL PARK SERVICE

FACE SHEET FOR COMPLETION REPORT

Work Order No.: B-58-YOSE (2nd Rev.)
Fund Symbol: 14X1035

| Park | Region | Year Programmed |
|---|---|---|
| Yosemite National Park | Western | 1964 |
| **Location in Park** | **State(s)** | **PCP No.** |
| Yosemite Valley | California | U-90-2 |
| | | Master Plan No. NP-YOS-5310A, NP-YOS-5311A |
| | County or Counties | Master Plan Corrected By: Park |
| ☐ Contract and/or ☒ Day Labor | Mariposa | As Built Drawings By: Park |

Work Order Title: Utilities Extension, Yosemite Lodge

Date Started: October 1963
Date Completed: August 1964

| DESCRIPTION OF FIXED ASSETS (For completion by employee in charge of project) | | | TOTAL COSTS (For completion by FFO) |
|---|---|---|---|
| 100.8.1.a Water System, Yosemite Valley Extension to 5 new guest cottages in Yosemite Lodge area | Direct cost | $5,942.02 | |
| | PS&S | 950.72 | $ 6,892.74 |
| 100.8.2.a Sewer System, Yosemite Valley Extension to 5 new guest cottages in Yosemite Lodge area | Direct cost | 1,928.68 | |
| | PS&S | 308.59 | 2,237.27 |
| 100.8.4.a Electric System, Yosemite Valley Extension to 5 new guest cottages in Yosemite Lodge area | Direct Cost | 12,339.63 | |
| | PS&S | 1,974.34 | 14,313.97 |

(Yosemite Park & Curry Company Drawing No. NP-YOS-8435 B)
(As revised 7/5/63. New Guest Cottages, Yosemite Lodge 1962)

TOTAL $23,443.98

| DISTRIBUTION No. | To |
|---|---|
| 1 | WASO D&C |
| 1 | WODC |
| 1 | Reg. Dir. West |
| 1 | Yose |
| 1 | FFO |
| 1 | Prop. Mgmt. |

THE FIXED ASSET DESCRIBED ABOVE HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AND AUTHORIZED CHANGES

Submitted By: Leslie M. Mae — Title: Asst. Park Engr., B&U — Date: September 9, 196

Approved By: John O. Preston — Title: Superintendent — Date: 9/9/64

COSTS VERIFIED BY [signature] — Title: Actg. Accounting Officer — Date: SEP 11 1964

11360

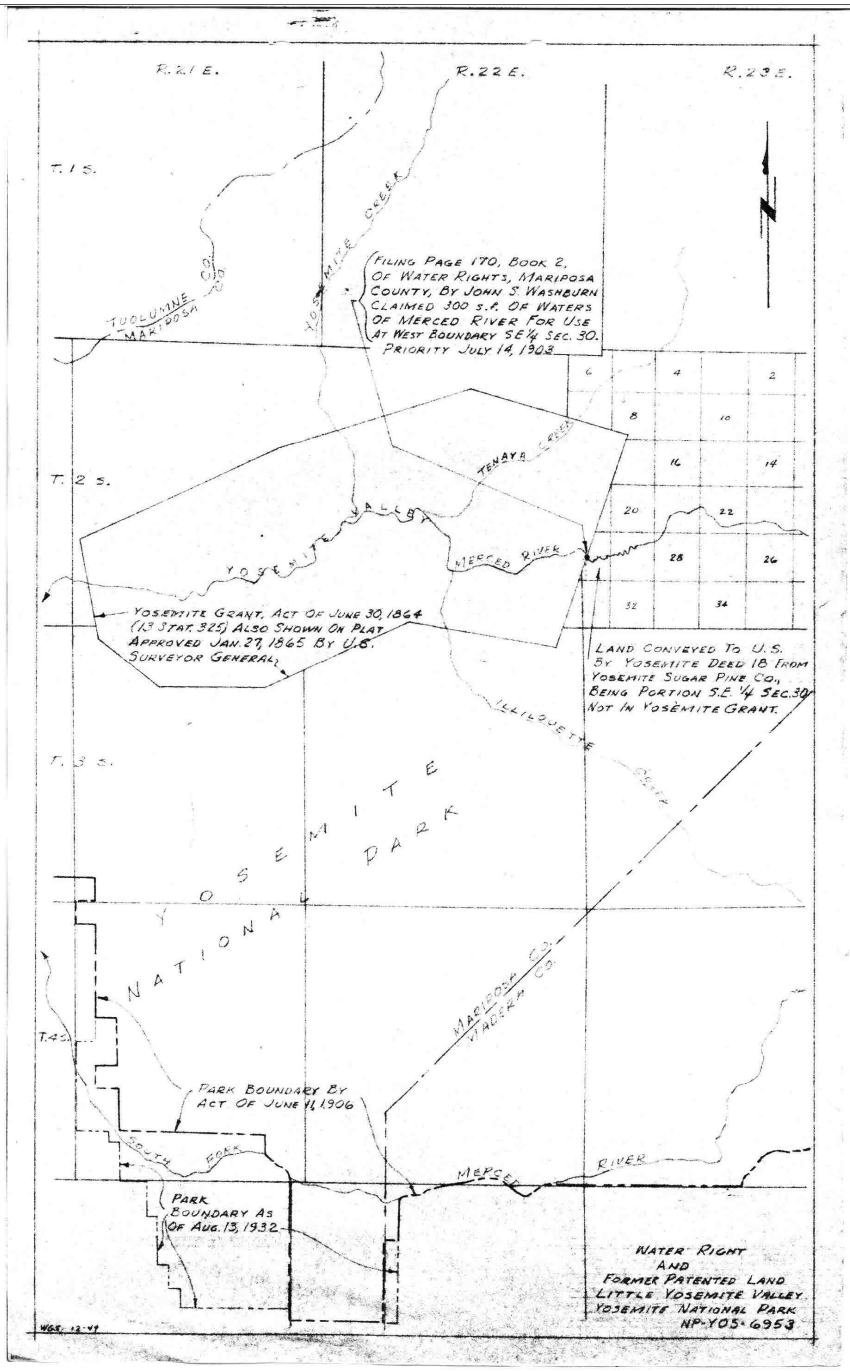
Because of the extra metering load on the 2400 volt primary meter in transformer Station No. 2, primary runs to the meter were increased in size and three 2400 volt primary cutouts were added for the new power extension.

2. Water and Sewer Extensions

The existing 21" main sewer line and the 8" main, metered, water line runs through the new guest cottage area. Four and six inch sewer lines were run from each guest cottage to existing manholes and 4" water lines were run to the water main where "T" connections had been installed during original construction of the 8" main. Five 6" fire hydrants were installed for fire protection.

Usable facilities were provided.

00-00-0000: map of water right and former patented land little yosemite vally: no. np-yos-6953




Docket Information

Number of Documents in Docket 13

Documents Dated from 7/17/1903 to 9/9/1964

Docket Compiled: 7/29/2011