



WATER-RIGHT DOCKET

Zion National Park

Docket No: 13

CARLOS E. SMITH WELL

Preliminary Docket Information

00/00/0000: Note: Change to name of US?

Chg. to name
of US?
Δ of use?

Times—10:50 2M

Listed by counties 44-54 H.C.T.
 Copied 4-12-54
 Exam. & returned 4-12-54
 Exam. for filing 4-12-54
 Final Copy checked
 Platted & No. Assigned 4-12-54 H.C.T.
 Indexed 4-12-54
 Well No. 44-54 H.C.T. 21157

PAGE _____
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Underground Water Claim

STATE OF UTAH

Claim No. 21157
 Filed Jan 27, 1954
 Rec. By R. E. Menzies
 Rec. \$2.50 Fee 30938

(Separate Claim shall be filed for each well, tunnel, or drain)

GENERAL INFORMATION:

Claim to underground water by right of use, prior to March 22, 1935, is hereby made and filed with the State Engineer, together with a filing fee of \$2.50, and submitted in accordance with sections 100-5-12 and 100-2-14, Utah Code Annotated, 1943 as amended by Session Laws of Utah, 1945 and 1949.

1. Name of Claimant Carlos E. Smith 81-821
2. Post Office address of claimant Box 54, Kanarraville, Utah
3. Amount of water claimed and used each year for irrigation is _____ sec. ft. or g. p. m.
 from _____ to _____ both incl.
 (Month) (Day) (Month) (Day)
 and one sec. ft. or g. p. m. from Apr. 16 to Nov. 20 both incl.
 (Strike words not needed) (Month) (Day) (Month) (Day)
 for municipal stockwatering, domestic or _____ purposes in Washington county
 (Strike words not needed)
 _____ Drainage Area; _____ Artesian Basin
 (Leave Blank) (Leave Blank)
 4. Water is supplied from developed spring _____
 (Strike words not needed)
N. 350 ft. and E. 850 ft. from SW Cor. Sec. 31, T38S, R11W, SLB&M.

(Describe by course and distance or by rectangular co-ordinates with reference to a U. S. Gov't. Survey Corner)

DETAILS OF COLLECTING WORKS: DEVELOPED SPRING (See Remarks)

5. WELL: It is a drilled, dug, flowing, or pump well. Temperature of water _____ ° F.
 (Strike words not needed)
 - (a) Elev. ground surface at well _____; total depth _____; size _____
 (Ft. above sea level) (Ft. below ground surface)
 - (b) Hydrostatic head in feet at ground surface if flowing well _____;
 (When first drilled) (At this date)
 - (c) Depth from ground surface to upper and lower limits of each water bearing stratum _____
 (If more than one stratum, give each)
 - (d) Depth of water from ground surface if pump well _____;
 (When first drilled) (At this date)
 - (e) Well, if flowing, is controlled by cap, valve, or by _____
 (Strike words not needed)
 - (f) If pump well, give depth from ground surface to water surface before pumping _____; h. p. of engine or motor _____ pump is
 (Strike words not needed)
 reciprocal, turbine, centrifugal, air lift, or _____; size: intake _____ disch. _____
 (Strike words not needed)
 - (g) Well is cased, lined with _____, inside diameter _____ inches
 (Strike words not needed) (If only partially cased, give details)
 - (h) If casing is perforated, give depth from ground surface to upper and lower limits of each set of perforations _____
 - (i) Log of well is: _____
6. TUNNEL: It is timbered, tiled, piped, open bulkhead, caved or _____
 (Strike words not needed)
 - (a) Dimensions _____; total length _____ Temperature of water _____ ° F.
 - (b) Position of water bearing stratum or strata with reference to mouth of tunnel _____
 - (c) Log of tunnel _____
7. DRAIN: It is open, covered, tiled or _____
 (Strike words not needed)
 - (a) Size _____; total length of drain above point of diversion _____
 Characters of sub-soil _____

NOTE: g. p. m. refers to gallons per minute.

(Over)

HISTORY OF DEVELOPMENT.

8. Give date when development work was first begun May 1932; when work was completed June 1933; when water was first used June 1933
(Give month and year)

9. Maximum quantity of water diverted in ~~sec-ft~~ Dms ~~xx~~ g. p. m. Date May 1932
(Strike words not needed)

10. Minimum quantity of water diverted in ~~sec-ft~~ Dms ~~xx~~ g. p. m. Date 1935
(Strike words not needed)

11. Quantity of water diverted as of this date in ~~sec-ft~~ Dms ~~xx~~ g. p. m.
(This refers to last season of use. Give date when flow given was measured) (Strike words not needed)

USE OF WATER:

1/2. Water is used for irrigation on { $\frac{1}{4}$ $\frac{1}{4}$ Sec.....; T.....; R.....; M.....
 $\frac{1}{4}$ $\frac{1}{4}$ Sec.....; T.....; R.....; M.....

1/3. Acres of land irrigated first year.....; acres irrigated each year thereafter with dates

14. If used for stock watering, give number and kind of stock watered. 50 Cattle, 1000 Sheep, 3 Horses

15. Water is used for Domestic Purposes on Lot..... Blk..... Plat.....
Survey..... in SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec.31 T.38S.; R.11W.; SLB& M.
Number of persons supplied five; acres of garden, lawns, etc. irrigated.....

1/6. If for municipal use give name of city or town.....; (Population Served)

7. If for mining purposes, name mining district.....; name of mine.....;
kind of ore or mineral mined.....; particular purpose for which water is used.....

18. Bench mark on well having elevation of.....feet above sea level is described as follows

19. GENERAL REMARKS: (Describe below in detail, the nature and extent of any use not listed, or give other explanatory information not heretofore covered. Use additional sheets if necessary.)

The reservoir and spring has to be cleaned out every spring before it can be used.

1 In June, 1932, out on Death Point I cut down a huge yellow pipe tree over 4 feet in diameter, felling it to make an embankment for a reservoir. After I had cut down the tree, at the base of the stump I dug a hole down to the underground water formation until it struck water. I enlarged the hole to create a reservoir by throwing the dirt onto the pipe tree, using it as a base for an earth fill dam. The water now rises from the bottom of the reservoir and flows at the rate of about . one gal. per. min.

STATE OF UTAH,

COUNTY OF Salt Lake) ss.

I, Carlos E. Smith being first duly sworn, do

hereby certify that I am the person, or the _____

of _____, who, or which, claims a right to the use of underground water as set forth in the foregoing statement of facts; that I have read said statement and each and all of the items therein contained are true to the best of my knowledge and belief.

Carlos Smith
Signature of Claimant

Subscribed and sworn to before me this 28th day of Jan, A. D. 1954
(SEAL) Wm J. [Signature]

My Commission Expires:

Apr. 22, 1955

Melva Nielson
Notary Public

Recorded at Request of James B. Felton 105242 February 6, 1958
 at 11:45 M. Fee Paid \$1.50 Helen L. Bled County Recorder
 by _____ Dep. Book S-14 Page 504 Ref.: _____
 Mail tax notice to _____ Address _____ Bl-173-9 Bl-265-2

WARRANTY DEED

CARLOS E. SMITH "SINGLE MAN" grantor
 of KANARRAVILLE, County of IRON, State of Utah, hereby
 CONVEY and WARRANT to UNITED STATES OF AMERICA AND ITS
ASSIGNS

of WASHINGTON, DISTRICT OF COLUMBIA grantee
 for the sum of \$4,500.00 DOLLARS,

the following described tract of land in WASHINGTON County,
 State of Utah:

PARCEL 1: LOT FOUR (4): THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ SE $\frac{1}{4}$) AND THE SOUTHWEST QUARTER
(SW $\frac{1}{4}$) OF SECTION TWENTY-FIVE (25), TOWNSHIP 38 SOUTH,
RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, UTAH,
CONTAINING 216.7 ACRES OF LAND, BE THE SAME MORE OR LESS.

PARCEL 2: LOT ONE (1): THE NORTHWEST QUARTER OF
THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION THIRTY-SIX (36),
TOWNSHIP 38 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN,
UTAH, CONTAINING 71.66 ACRES OF LAND, MORE OR LESS.

CONTAINING IN THE AGGREGATE 288.36 ACRES OF LAND,
BE THE SAME MORE OR LESS.

TOGETHER WITH ALL IMPROVEMENTS THEREON AND ALL
APPURTENANCES THEREUNTO BELONGING.

ZION N. P.

WITNESS, the hand of said grantor, this 6th day of
FEBRUARY, A. D. 19 58

Signed in the Presence of

James B. Felton
William D. Gough

Carlos E. Smith

STATE OF UTAH,

County of _____

On the 6th day of FEBRUARY, A. D. 19 58
 personally appeared before me CARLOS E. SMITH

the signer of the within instrument, who duly acknowledged to me that he executed the
 same.

NOTARY

Howard H. Carter

Notary Public.

My commission expires March 7, 1961 Residing in St. George, Utah

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

The within deed is accepted on behalf of the United States
as of April 8, 1958, under the authority contained in the Department
of the Interior and Related Agencies Appropriation Act, 1958
(71 Stat. 257).

Henry A. Tolson
Assistant Director
National Park Service



Office of the Attorney General

INTERIOR DEPT.

Washington, D.C.

APR 9 - 1958

April 8, 1958

cc 4/9

SOLICITOR

Honorable Fred A. Seaton
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

A re-examination has been made of the title data relating to 288.36 acres of land, more or less, Tract No. 21, Zion National Park Project in Washington County, Utah. This land was conveyed to the United States of America under the provisions of existing legislation, by Carlos E. Smith, a single man, under deed dated February 6, 1958, filed for record on February 6, 1958, and recorded among the land records of the county in Book S-14 of Deeds at page 504. Your reference is No. 33-46-241 and the file number of this Department is 33-46-241.

The land is described in the aforesaid deed, which recites a consideration of \$4,500.00.

The abstract, consisting of 6 pages, was last satisfactorily certified on February 28, 1958, by Carter Abstract Company.

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

1. Reservations contained in the patent shown at page 2 of the abstract.
2. Easements for public roads, rights of way and utilities, if any, not shown of record.
3. Easements, if any, used by third persons in connection with vested and accrued water rights.

Your Department has advised that objections 1, 2 and 3 will not interfere with the contemplated use of the land.

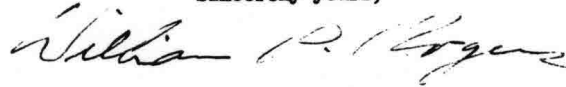
2

- 2 -

It is to be noted that the purchase price for the land
has not been paid.

The abstract, deed and related papers are enclosed.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William P. Rogers".

Attorney General

3



In reply refer to:
33-241

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

L 1425

MAY 2 1958

Memorandum

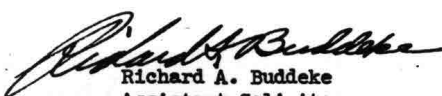
To: Director, National Park Service

From: Assistant Solicitor, National Parks

Subject: Acceptance of Deed From Carlos E. Smith, a Single Man,
Conveying 288.36 Acres of Land, More or Less, (Tract
No. 21) in Washington County, Utah, to the United States
for Addition to Zion National Park

There are attached the final title papers covering the subject acquisition, including the final opinion of the Attorney General, dated April 8, 1958 (Justice file reference: RJL-JB 33-46-241), stating that a valid title to the land is vested in the United States subject to the matters set forth in the opinion.

In order to complete the record of the acquisition of this land, the deed of conveyance should be formally accepted under the authority contained in the Department of the Interior and Related Agencies Appropriation Act, 1958 (71 Stat. 257), and delegated by section 7 of Secretary's Order No. 2640, dated June 11, 1951 (16 F.R. 5846), as amended by Amendment 2, dated January 10, 1952 (17 F.R. 482). A certificate of acceptance has been inserted in the deed for this purpose.


Richard A. Buddeke
Assistant Solicitor
National Parks

Attachments

210 W



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

IN REPLY REFER TO:
11425-L

33-46-241

INTERIOR DEPT.

MAR 19 1958

SOLICITOR

March 17, 1958

Memorandum

To: Assistant Solicitor, National Parks
From: Assistant Chief of Lands, National Park Service
Subject: Objections 4, 5, and 6 of Attorney General's Preliminary Title Opinion on 288.36 Acres of Land, More or Less (Tract No. 21), Being Acquired from Carlos E. Smith for Addition to Zion National Park

This is to advise you that this Service finds administratively acceptable the easements referred to in objections 4, 5, and 6 of the Attorney General's preliminary title opinion of January 6, 1958, and these will not interfere with the contemplated use of the land.

James M. Siler
James M. Siler
Assistant Chief of Lands



Office of the Attorney General

Washington, D.C.

January 6, 1958

33-46-241
INTERIOR DEPT.

JAN 9 - 1958

SOLICITOR

Honorable Fred A. Seaton
Secretary of the Interior
Washington 25, D. C.

My dear Mr. Secretary:

An examination has been made of the title data relating to 288.36 acres of land, more or less, Tract No. 21, Zion National Park Project in Washington County, Utah. This land is to be acquired for a consideration of \$4,500.00 by authority of existing legislation. Your reference number is G-57-2273.18, and the file number of this Department is 33-46-241.

The land is described in the enclosed draft of deed from Carlos E. Smith, to the United of America.

The abstract, No. CAC-685, consisting of 4 pages, was last satisfactorily certified on August 30, 1957, by Carter Abstract Company.

The abstract and accompanying data disclose the title to be vested in Carlos E. Smith, subject to:

1. All taxes and assessments.
2. Rights or claims of persons in possession, if any, not shown of record.
3. Mechanics' liens, if any, not shown of record.
4. Easements for roads, highways and public utilities, if any, not shown of record.
5. Rights of the United States and third persons, if any, under reservations contained in the patent shown at page 2 of the abstract.

- 2 -

6. Easements, if any, used by third persons in connection with vested and accrued water rights.

The wife of the grantor should join in the execution of the deed.

According to the option and administrative approval of your Department, the land is to be acquired subject to the rights and easements referred to in objections 4, 5 and 6 above, which are therefore waived.

When the above requirement and objections numbered 1, 2 and 3 have been met, and the enclosed draft of deed to the United States, duly executed and properly stamped, has been recorded, the purchase price has been paid, the abstract has been continued and certified to a date subsequent to the recordation of the deed, disclosing that nothing has occurred since the date of the present certificate to affect the title adversely, and showing the vesting of a valid title in the United States of America, the title will be approved subject to the rights and easements referred to in objections 4, 5 and 6.

The abstract and related papers are enclosed.

Sincerely yours,



Attorney General

In reply refer to:
11425-L

Memorandum

To: Regional Director, Region Three

From: Assistant Director

Subject: Approval of Option to Purchase from Carlos E. Smith
Tract 21, Containing 288.36 Acres of Unimproved Land,
Zion National Park

Mr. Miller transmitted with his memorandum of October 1, 1956, four executed copies of a 12-month option dated September 21, 1956, by which Carlos E. Smith offers to sell to the United States, for \$4,500, Tract 21, containing 288.36 acres of land, in Zion National Park.

The tract is situated in the northwesterly portion of the Park in the now-absorbed former monument area near the crest of Buck Pasture Mountain in Sections 25 and 36, T. 38 S., R. 12 W., S. L. M. A road leads through the land to the Death Point trail. This Service's MISSION 66 development program contemplates construction of a visitor-use road. Death Point overlooks the outstanding natural bridge in the area as well as unique cliffs, plateaus, and valleys in the Park. About 120 acres in the tract are in an inaccessible deep canyon.

The land is vegetated by browse consisting of manzanita, squaw bush, brick leaf mahogany, and scrub oak interspersed with scanty fir and pine. There is a small spring of live water on the land.

The property was appraised July 31, 1956, by Elwood J. Corry, a real estate man with 17 years' experience in this area. His report estimates \$15 an acre for the entire 288.36 acres classified as grazing land for a grand total of \$4,325.

The appraised value of \$4,325 is \$175, or 3.9 percent, less than the option consideration of \$4,500.

The acquisition, in addition to providing a right-of-way for the contemplated Park road, will eliminate sheep grazing from the land and permitted and trespass grazing on adjoining Government land.

Since the option consideration appears reasonable and is the best obtainable and your office and the Superintendent recommend its acceptance, I have today approved the option pursuant to Section 6 of Departmental Order No. 2640, dated June 11, 1951 (16 F. R. 5846), delegating authority to this Service to accept options. The approved option has been assigned Contract No. 14-10-0100-797.

One signed copy and two conformed copies of the approved option are attached. The signed copy should be delivered to the vendor, one conformed copy forwarded to the Superintendent, and the other retained for your records.

This Office will require a draft of the deed proposed to be executed in favor of the United States and its assigns conveying the land, an abstract or certificate of title in the form approved by the Department of Justice, and the usual possessory rights reports, all to be submitted to the Attorney General for his opinion as to the sufficiency of the title evidence.

Assistant Director

In duplicate

Attachments 3

Copy to: Acting Assistant Solicitor, National Parks
Lands

Accounts--Mr. Manley Allen, with original and conformed copy of approved option. Please obligate the amount indicated for allotment by Budget.

Budget: Please reduce Account 341.81 General Areas and allot to Account 341.81 ZION in the amount of \$4,500.

CRW:Smith:lt 7/24/57

D. Q. Voss, No.

Bu. Vol. No.

PAID BY

(Give place and date)

Payee's Account No. _____

(Payee)

Utah

(Address)

(City)

(State)

(For use of Paying Office)

Contract No. **14-10-0100-797**

/s/ Donald E. Lee

Chief of Lands

MEMORANDUM

Paid by (Check No. _____ dated _____ 19____ for \$ _____) { on Treasurer of the United States
Cash, \$ _____ on APR 10 1918 PRINCE OF WALES HOTEL } favor of payee named above.
16-22000-1

Contract No. 14-10-0100-797

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service

OPTION TO SELL REAL ESTATE
TO
THE UNITED STATES GOVERNMENT

THE UNDERSIGNED, hereinafter known as the vendor, in consideration of the examination and appraisal of the land hereinbelow described by the United States and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree for himself, herself, or themselves, or heirs, administrators, executors and assigns, as follows:

(1) That at any time within 12 months from the date of this instrument, if requested so to do by an authorized representative of the United States, the said vendor will sell and at his, her, their, or its own expense, convey, free of all encumbrances whatsoever, to the United States or its nominee by proper deed of conveyance with general warranty of title, under conditions hereinafter provided, all of that tract or tracts of land situate and lying in the County of Washington, State of Utah, containing 286.96 acres, more or less, and more particularly described as follows:

^{1/4}
Lot 4: SW $\frac{1}{4}$ of Section 25, Township 38 South, Range 12 West, S. 1, E., containing 286.96 acres, recorded by the Salt Lake County

Lot 1: NW $\frac{1}{4}$ Section 34, Township 38 South, Range 12 West, S. 1, E., containing 72.66 acres

(2) That the price at which said land will be sold to the United States as hereinbefore provided shall be \$ 1,500

(3) That in case the vendor is unable to show and establish title to the above-described lands satisfactory to the United States Government, then, and in that event, the vendor agrees that the United States may, in its discretion, institute condemnation proceedings for the acquisition of said lands and that the price hereinabove set forth is hereby agreed to by the vendor as to the value of the land to be acquired under said condemnation proceedings.

(4) That, at the date of this instrument, the title to said lands is clear, free and unencumbered, except None

which said vendor agrees to have released and has the full right, power, and authority to convey to the United States an unencumbered fee simple title to the aforesaid lands.

(5) That, when requested by the proper representative of the United States, at any time after the exercise of this option in the manner herein-after specified, the said vendor will promptly at his or her own expense, furnish an abstract of title which shall later be extended to include any instrument subsequently required to be recorded by the United States in

connection with the title to said lands to show unencumbered fee simple title or a title certificate, and will also record the deed of conveyance and/or other necessary papers made pursuant to this instrument; provided, that if said vendor fails to furnish a proper abstract of title, or title certificate, within sixty (60) days after such request, then the United States may procure same at the expense of said vendor and deduct the cost thereof from the purchase price hereinabove set forth.

(6) That during the period covered by this instrument the said vendor does hereby grant to the officers and accredited agents and representatives of the United States, at all proper times, unrestricted right and privilege to survey or enter said lands for all proper and lawful purposes in connection with the negotiations for the acquisition thereof.

(7) That when the United States of America acting through the Secretary of the Interior, or other authorized representative, shall have approved and signed this option for the purchase of the lands as herein provided then, in that event, this instrument shall constitute a contract of bargain and sale between the parties hereto.

(8) No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing in this paragraph, however, shall invalidate this contract if made with a corporation for its general benefit.

(9) The vendor or seller represents that he ☐ has, ☒ has not, employed or retained a company or person (other than a full-time employee) to solicit or secure this contract and agrees to furnish information relating

thereto as requested by the contracting officer. (Vendor or seller shall check the appropriate box in this statement and if a company or person has been employed or retained to procure this contract, Standard Form 119 shall be completed by the vendor or seller and appended hereto).

In witness whereof Carlos E. Smith have set my hands and seals to these presents on this 21st day of _____

SEPTEMBER, 1956.

Signed, sealed and delivered Carlos E. Smith (SEAL)
in the presence of:
(2 witnesses to each signature) _____ (SEAL)

James R. Feltus _____ (SEAL)
Sophia Shields _____ (SEAL)

_____ (SEAL.)

Approved July 30, 1957
(Date)

Jackson S. Price
~~Secretary of the Interior~~
Assistant Director, National Park Service



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Zion National Park
Springdale, Utah

September 9, 1957

Memorandum

To: Regional Director, Region Three

From: Acting Superintendent, Zion

Subject: Acquisition of the Smith Property, Zion National Park.

The draft of the deed, abstract of title, numbered CAC-685, prepared by Carter Abstract Company and four (4) copies of the Short and Long form possessory rights reports required in connection with the purchase of 288.36 acres of land, more or less from Carlos E. Smith are attached as requested by Mr. Miller's memorandum of August 7.

Page 2 of the Abstract of Title indicates that the Patent granted to Carlos E. Smith by the United States of America contains reservations for certain rights-of-way for ditches and canals constructed by the authority of the United States. Also, all coal and other minerals are reserved to the United States. The option signed by Carlos E. Smith, approved by Mr. Price, July 30, is for a fee simple title. Obviously, it is not within Mr. Smith's power to convey a fee simple title. We are certain that the vendor is unaware that the mineral and other reservations to the United States of America constitute a breach in his contract.

Mr. Smith has advised us that more than a year ago he borrowed from a bank to pay his share of a large family medical bill and is in need of the money from the sale of his land to meet this obligation. Assistance to speed up the closing of this purchase will be appreciated.

James E. Miller
Acting Superintendent

In duplicate
Enclosure
cc: Mr. Carlos Smith
Springdale, Utah

REPORT ON POSSESSORY RIGHTS
CERTIFICATE OF INSPECTION
AND POSSESSION

I, Paul R. Franke, Superintendent, Zion National Park,
an employee of National Park Service, of the Department of the Interior,
hereby certify that on the 10th day of February, 1958 I made a personal
examination and inspection of that certain parcel or tract of land
situated in the County of Washington, State of Utah
designated as tract No. 21 (Lot 4 and Lot 1), and containing 288.36
acres, proposed to be acquired by the United States of America in con-
nection with the Option to purchase from Carlos E. Smith
Contract 14-10-0100-797 (Zion).

1. That I am fully informed as to the boundaries, lines, and corners
of said tract; that I found no evidence of any work or labor having been
performed or any materials having been furnished in connection with making
of any repairs or improvements on said land; and that I made careful in-
quiry of the above-named vendors and of the occupants of said land and
ascertained that nothing had been done on or about said premises within
the past 2 years that would entitle any person to a lien upon said
premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors and of all
occupants of said land as to their rights of possession and the rights
of possession of any person or persons known to them and neither found
any evidence nor obtained any information showing or tending to show that
any person had any rights of possession or other interest in said premises
adverse to the rights of the above-named vendors or the United States of
America.

3. That I was informed by the above-named vendors and by all other
occupants that to the best of their knowledge and belief there is no out-
standing unrecorded deed, mortgage, lease, contract, or other instrument
adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and
diligent inquiry and physical inspection of said premises there is no
evidence whatever of any vested or accrued water rights for mining, agri-
cultural, manufacturing, or other purposes nor any ditches or canals
constructed by or being used thereon under authority of the United States,
nor any exploration or operations whatever for the development of coal,
oil, gas, or other minerals on said lands; and that there are no pos-
sessory rights now in existence owned or being actively exercised by
any third party under any reservation contained in any patent or patents
heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual
and diligent inquiry made there is no outstanding right whatsoever in
any person to the possession of the said premises nor any outstanding

Except as shown under Item 8.

right, title, interest, lien or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of XX as tenants at will, from whom disclaimers of all right, title, and interest in and to said premises executed on the _____ day of _____ 194 _____ have been obtained.

7. There are no easements for roads, highways and public utilities on this property; neither are there mechanic's liens or other liens or rights or claims of any persons, and the taxes have been paid.

8. Abstract of Title, Page 2:

United States of America; all coal and other minerals;
rights of way, canals, ditches, tunnels and reservoirs.

Date Feb. 25, 1958

Paul R. Franke

Paul R. Franke, Superintendent

REPORT ON
PRESENT POSSESSORY RIGHTS
(Short Form)

Tract No. 21 Owner Carlos E. Smith Contract No. 14-10-0100-797

1. (a) If occupied, name of occupant of premises:

Unoccupied

- (b) Nature of occupant's right to possession:

2. (a) Evidence of recent building construction:

None

- (b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

None

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? Yes

4. (a) If the property is affected by any easement, the nature of such easement: Abstract of Title, Page 2: United States of America; all coal and other minerals; rights-of-way, canals, ditches, tunnels and reservoirs.

- (b) Public or private? Public

If private, the names of those entitled to enjoy same: _____

(c) Are there any administrative objections to the acceptance of title subject to these easements? The title reservations will in no way interfere with the contemplated use of the land. (see attached statement)

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

Limitations of the Federal Act of December 29, 1916 (39 Stat., 862)

Signed

Paul R. Franke

Date

March 5, 1958

Paul R. Franke
Superintendent

REPORT ON
PRESENT POSSESSORY RIGHTS
(Short Form)
(Attachment)

Items 4 and 5.

The Carlos E. Smith property is situated near the crest of Buck Pasture Mountain rising to an elevation of approximately 8,000 ft. The topography of the land is totally unsuited to the development of reservoirs, ditches or other structures for the storage of water and no such facilities exist.

A live spring furnishes a small quantity of water for stock watering purposes. No filings have been made on the water and no easements exist in connection with this source of water or the reservations referred to in the title.

There are no easements for roads, highways and public utilities over the Carlos E. Smith property.

Minerals and certain other reservations retained by the United States in granting the patent have not been acquired by a third party and mining and other non-conforming activities on Park land are prohibited by law in Zion National Park. Since both minerals and the rights-of-way reservations will merge when title is acquired by the United States, these reservations will not interfere with the contemplated use of the land.

REPORT ON POSSESSORY RIGHTS
CERTIFICATE OF INSPECTION
AND POSSESSION

I, James B. Felton, Acting, Superintendent, Zion National Park, an employee of National Park Service, of the Department of the Interior, hereby certify that on the 7th day of September, I made a personal examination and inspection of that certain parcel or tract of land situated in the County of Washington, State of Utah, designated as tract No. 21, and containing 288.36 acres, proposed to be acquired by the United States of America in connection with the Option to purchase from Carlos E. Smith (Contract 14-10-0100-797 (Zion)).

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendors and of the occupants of said land and ascertained that nothing had been done on or about said premises within the past 2 years that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors and of all occupants of said land as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or the United States of America.

3. That I was informed by the above-named vendors and by all other occupants that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of the said premises nor any outstanding right, title, interest, lien or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

Except as shown under Item 8.

6. That said premises are now wholly unoccupied and vacant occupancy of xx as tenants at will, from whom all right, title, and interest in and to said premises executed day of , 19 have been obtained.

7. There are no easements for roads, highways and public this property; neither are there mechanic's liens or other liens claims of any persons, and the taxes have been paid.

8. Abstract of Title, Page 2:

United States of America; all coal and other minerals;
canals, ditches, tunnels and reservoirs.

Date: September 9, 1957

James B. Felton
James B. Felton, Acting

cept for the
claimers of
the xx

ities on
rights or

nts-of-way,

REPORT ON
PRESENT POSSESSORY RIGHTS
(Short Form)

Tract No. 21 Owner Carlos E. Smith Contract No. 14-10-0100-797

1. (a) If occupied, name of occupant of premises:

Unoccupied

- (b) Nature of occupant's right to possession: Warranty Deed, recorded:
Book U-10, Page 451, Washington County Courthouse, St. George, Utah

2. (a) Evidence of recent building construction:

None

- (b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

None

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? Yes

4. (a) If the property is affected by any easement, the nature of such easement: Abstract of Title, Page 2: United States of America: all coal and other minerals; rights-of-way, canals, ditches, tunnels and reservoirs.

- (b) Public or private? Public

If private, the names of those entitled to enjoy same: _____

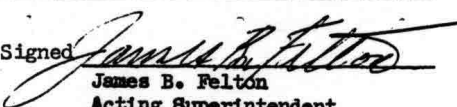
- (c) Are there any administrative objections to the acceptance of title subject to these easements?

No. (Statement attached)

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

Limitations of the Federal Act of December 29, 1916 (39 Stat., 862)

Signed


James B. Felton

Acting Superintendent

Date September 9, 1957

REPORT ON
PRESENT POSSESSORY RIGHTS
(Short Form)
(Attachment)

Items 4 and 5.

A primitive wagon road leads through the land to the Death Point trail. Acquisition of the property will provide a right-of-way for the construction of a suitable motor vehicle road. Visitors may then travel by car to a parking area within reasonable walking distance of Death Point. No other route within the confines of the Park boundary appears feasible for the location of this road proposed in the MISSION 66 program.

A live spring located on the property is the only source of water in the area available to the Government for use in developing sanitary facilities and a drinking water supply for people visiting Death Point. From this vantage point, the best of the spectacular scenery in the Kolob area of the Park may be viewed.

Minerals and certain other reservations were retained to the United States in granting patent to the land. Since such rights have not been acquired by a third party and mining and other non-conforming activities on Park land are prohibited by law in Zion National Park, the reservations pose no threat of future adverse use.

No. CAC-685

ABSTRACT OF TITLE

To the following described property in the name of

UNITED STATES OF AMERICA

Situate in Washington County, Utah

288.36 acres of land in Sections
25 and 36, Township 38 South, Range 12
West, 51M, more particularly described
in the Caption of this Abstract.

Prepared by
CARTER ABSTRACT COMPANY
100 East 100 North
St. George, Utah

Carter Abstract Company

St. George, Utah

Abstract of Title No. CAC-685

Page No. 1

C A P T I O N

ABSTRACT OF TITLE, to the following described tracts of land situated in Washington County, State of Utah, to-wit:

PARCEL 1: Lot Four (4); the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest quarter (SW $\frac{1}{4}$) of Section Twenty-five (25), Township 38 South, Range 12 West, Salt Lake Base and Meridian, Utah, containing 216.7 acres of land, be the same more or less.

PARCEL 2: Lot One (1); the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-six (36), Township 38 South, Range 12 West, Salt Lake Base and Meridian, Utah, containing 71.66 acres of land, more or less.

Containing in the aggregate 288.36 acres of land, be the same more or less.

Carter Abstract Company

St. George, Utah

Abstract of Title No. CAC-685

Page No. 2

P A T E N T

The United States of America

-to-

Carlos E. Smith

Dated: September 23rd, 1943
Consideration: Full Payment
Recorded: Book U-10, Page 451
Filed: Nov. 17, 1944 at 2 P.M.
Entry No. 63002

GRANTED: Lot four, the southwest quarter of the southeast quarter and the southwest quarter of Section twenty-five and the Lot one and the northwest quarter of the northeast quarter of Section thirty-six in Township thirty-eight south of Range twelve West of the Salt Lake Meridian, Utah, containing two hundred eighty-eight acres and thirty-six hundredths of an acre, according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

Signed: By the President: Franklin D. Roosevelt

By Ruth W. Talley, Secretary.

(SEAL)

R S Clinton, Chief, Patents Division,
General Land Office

RECORDED: Patent Number
1117292

CAC-685

PLAT OF LAND

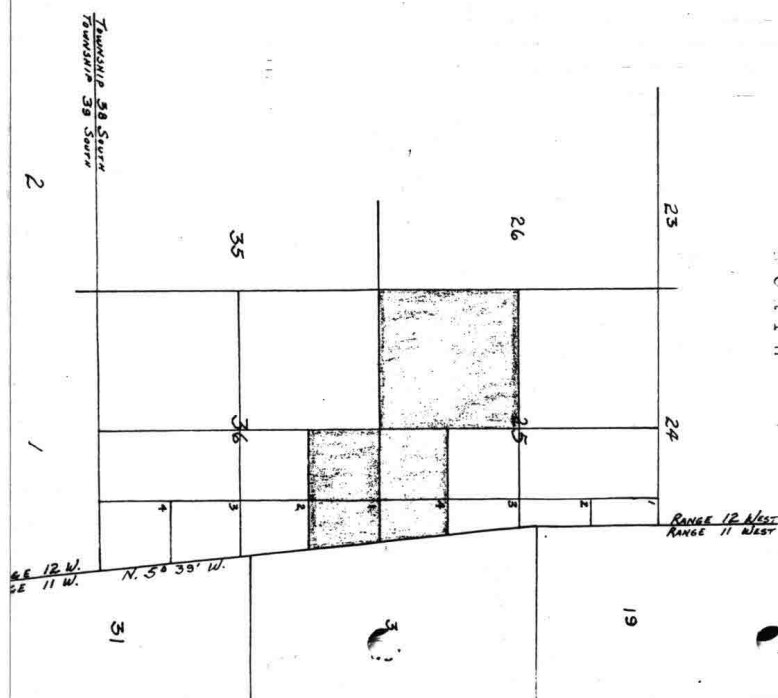
Page

Showing Sections Twenty-five (25) and Thirty-six (36) Township Thirty-eight (38) North, Range Twelve (12) West, 3rd Lake and Meridian, Utah, as platted on the Official Government Survey Maps, on file in the Office of the County Recorder of Washington County, Utah.

Part shaded red is the land described in the Caption of this Abstract.

SCALE - 1 inch equals 40 Chains.

NORTH



CERTIFICATE

Abstract of Title No. CAC-685

Page No. 4

COUNTY OF WASHINGTON)
STATE OF UTAH) ss.

CARTER ABSTRACT COMPANY, Registered and Authorized Abstractor of Titles in and for Washington County, Utah, hereby certifies that the foregoing abstract, consisting of pages numbered from 1 to 4, both inclusive, including this Certificate, is a true and correct abstract of the following:

1. All instruments filed or recorded in the office of the Recorder of Washington County, Utah, which refer to or in any manner affect the title to the land described in the Caption of this abstract.

2. All subsisting judgments and all tax liens appearing upon the Judgment Docket of the District Court in and for Washington County, Utah, against any of the owners of the property described in the Caption of this abstract, during the last eight years.

3. All unredeemed tax sales and unpaid delinquent taxes against said land as appear upon the records of the Treasurer of Washington County, Utah.

(This Certificate does not include taxes on personal property not listed with said land on the assessment rolls.)

4. All unpaid taxes and assessments for special improvements levied against said land by any incorporated city, town, irrigation district, drainage district or other governmental subdivision which has the power to levy taxes or assessments.

IN WITNESS WHEREOF, Carter Abstract Company has caused this Certificate to be signed and its Seal affixed hereto at St. George, Utah,

seal

this 30th day of August, 1957,

at 5:00 o'clock P.M.

CARTER ABSTRACT COMPANY

By Harold A. Carter
Manager

Carter Abstract Company

St. George, Utah

Abstract of Title No. **CAC-685**

Page No. **5**

WARRANTY DEED

Carlos E. Smith "Single Man"

-to-

United States of America and its
Assigns, of Washington, District
of Columbia

Dated: February 6th, 1958

Consideration: \$4,500.00

Filed: Feb. 6, 1958 at 11:45 A.

Recorded: Book S-14, Page 504

Witnesses: Two

Entry No. 105242

Fee: \$1.50

HEREBY CONVEY and WARRANT, the following described tract of
land in Washington County, State of Utah:

Parcel 1: Lot Four (4): The Southwest quarter of the
Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest quarter (SW $\frac{1}{4}$) of Section
Twenty-five (25), Township 38 South, Range 12 West, Salt Lake Base
and Meridian, Utah, containing 216.7 acres of land, be the same more
or less.

Parcel 2: Lot One (1): The Northwest quarter of the
Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-six (36), Township 38
South, Range 12 West, Salt Lake Base and Meridian, Utah, containing
71.66 acres of land, more or less.

Containing in the aggregate 288.36 acres of land, be the
same more or less.

Together with all improvements thereon and all appurtenance
thereunto belonging.

Signed: Carlos E Smith

Acknowledged February 6th, 1958, by Carlos E. Smith the
signer of the within instrument, before Howard H. Carter, Notary
Public, St. George, Washington County, State of Utah (SEAL).
Commission expires March 7, 1961.

CERTIFICATE

Abstract of Title No. CAC-685

Page No. 6

COUNTY OF WASHINGTON)
STATE OF UTAH) ss.

CARTER ABSTRACT COMPANY, Registered and Authorized Abstractor of Titles in and for Washington County, Utah, hereby certifies that the foregoing abstract, consisting of pages numbered from 5 to 6, both inclusive, including this Certificate, is a true and correct abstract of the following:

1. All instruments filed or recorded in the office of the Recorder of Washington County, Utah, which refer to or in any manner affect the title to the land described in the Caption of this abstract, **since August 30th, 1957 at 5 P.M.**
2. All subsisting judgments and all tax liens appearing upon the Judgment Docket of the District Court in and for Washington County, Utah, against any of the owners of the property described in the Caption of this abstract, **since and during the last eight years.**
3. All unredeemed tax sales and unpaid delinquent taxes against said land as appear upon the records of the Treasurer of Washington County, Utah, **since August 30th, 1957 at 5 P.M.**
(This Certificate does not include taxes on personal property not listed with said land on the assessment rolls.)
4. All unpaid taxes and assessments for special improvements levied against said land by any incorporated city, town, irrigation district, drainage district or other governmental subdivision which has the power to levy taxes or assessments, **since August 30th, 1957 at 5:00 P.M.**

IN WITNESS WHEREOF, Carter Abstract Company has caused this Certificate to be signed and its Seal affixed hereto at St. George, Utah,

seal

this 28th day of February, 1958,
at 5:00 o'clock P.M.

CARTER ABSTRACT COMPANY

By Harold G. Carter
Manager

Cedar City, Utah
July 31, 1956

U. S. Department of the Interior
National Park Service
Zion National Park
Springdale, Utah

Gentlemen:

In accordance with your request and for the purpose of establishing reasonable values of land for grazing and the appraisalment of the same for other purposes if adaptable, I examined the land of Carlos E. Smith and Leroy and Elsie C. Larson on July 31, 1956. These properties are separate privately owned tracts located in Zion National Monument and are particularly described herein.

I inspected said land to determine its qualification for grazing, recreation or for other adaptable purposes and paid particular attention to the terrain, timber, brush, grass, and the available water thereon.

The accompanying pages contain the description of the land inspected and the appraisal of the same.

I have no interest of any nature whatsoever in the lands inspected and appraised.

Respectfully submitted,


Elwood J. Corry

A P P R A I S A L

for

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ZION NATIONAL PARK
UTAH

By

EDWOOD J. CORRY
Cedar City, Utah

as of
July 31, 1956

QUALIFICATIONS OF ELWOOD J. CORRY
Appraiser

I am a native of Cedar City, Iron County, Utah, where I have lived for over forty years.

Along with other lines of activity, I have been engaged in the real estate business since 1940. I am a licensed Real Estate Broker in the State of Utah, and a member of the Salt Lake Real Estate Board. I have had considerable experience in making appraisals of business, residential, farm, and mountain properties in Southern Utah. I was employed to make real estate appraisals for the Bank of Southern Utah from 1948 until the bank was sold in 1955. I am familiar with livestock raising and feeding in connection with a farm which I operate.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the reasonable value of the lands suitable for grazing and the reasonable value of land that might be suitable for other purposes.

OWNER

Title to the property appraised is vested in Carlos E. Smith, Iron County, Kanarraville, Utah and Leroy and Elsie C. Larson, Washington County, St. George, Utah.

LEGAL DESCRIPTION

The property inspected belonging to Carlos E. Smith is described as follows:

Lot 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{2}$ of Section 25, Township 38 South, Range 12 West, S. L. M., containing 216.70 acres.

Lot 1: NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 36, Township 38 South, Range 12 West, S.L.M., containing 71.66 acres.

The land inspected belonging to Leroy and Elsie C. Larson is described as follows:

Lot 2: SE $\frac{1}{4}$ NW $\frac{1}{4}$; Section 31, Township 38 South, Range 11 West, S.L.M., containing 53.26 acres.

HIGHEST AND BEST USE

The above described properties are located near the Crest of Buck Pasture Mountain, rising immediately east of Hurricane Cliffs, to an elevation of approximately 8,000 feet.

At present, the highest and best use of most of the property is for the grazing of sheep or cattle. If good access roads were built through the property, and around the top of the Hurricane Cliffs, and adequate water for domestic and recreational purposes were developed, the property belonging to Leroy and Elsie C. Larson would have value for summer home sites, park and recreational purposes.

Present water sources consist of a small spring of live water located on the Carlos E. Smith property. The limited amount of timber that is growing on the land consists of yellow pine, fir, and balsam. It does not appear to be in sufficient quantity for commercial use.

DESCRIPTION OF PROPERTY

The lands inspected are typical of the Kolob Terrace. Cover is generally the brush-land type interspersed here and there with a little fir and pine timber. Browse consists mainly of manzanita, squaw bush, birch leaf mahogany, and scrub oak.

About two-thirds of the acreage of the Leroy Larson property is table top and grazing land with the balance in a deeply cut canyon with vertical bare rock walls. The property shows signs of being over grazed and some erosion is apparent.

There is a live spring of water on the Carlos C. Smith property located in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 25, T 38 So, R 12 W. On inspection, it appeared to be flowing only about one gallon per minute. However, the presence of sheep tramping over it had quite likely partially stopped the flow. Then too, this being an abnormally dry year, the flow would naturally be very low. With proper development of the spring in normal years, it may be made to flow five to ten gallons per minute.

Improvements consist of a small log cabin on the Carlos E. Smith property, a short distance east of the spring above mentioned, and net wire fencing. The cabin is not being used and I do not consider it would improve the value of the property.

I would consider that the two properties are similar as to their grazing value. However, the presence of the spring on the Carlos E. Smith property should give it a little higher value per acre. But on the other hand, the Leroy E. Larson property has a potential value as a tourist attract on for viewing the Hurricane Cliffs that the Carlos E. Smith property does not have. In general, these properties do not appear to be equal in grazing value to some of the surrounding property that was observed.

APPRAISAL OF VALUE OF LAND

Carlos E. Smith

Lot 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$: SW $\frac{1}{2}$ of Section 25, Township 38 South
Range 12 West, S.L.M.

216.70 acres at \$15.⁰⁰ per acre \$3250.⁰⁰

Lot 1: NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 36, Township 38 South, Range 12, West,
S.L.M.

71.66 acres at \$15.⁰⁰ per acre \$1075.⁰⁰

Grand total \$4325.⁰⁰

Leroy and Elsie C. Larson

Lot 2: SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 31, Township 38 South, Range
11 West, S.L.M.

53.26 acres at \$15.⁰⁰ per acre \$799.⁰⁰

CERTIFICATION

I hereby certify that I have no interest, present or contemplated, in the property described herein and that neither the employment to make the appraisal nor the compensation, is contingent on the value of the property. I certify that I have personally inspected the property and that according to my knowledge and belief all statements and information in this report are true and correct.


Elwood J. Corry

Documents Dated from 6/28/1954 to 6/15/1958

Docket Compiled: 8/3/2011

