WATER-RIGHT DOCKET

Hubbell Trading Post National Historic Site

Docket No: 1

WELL, GRANADO PROJECT.

Preliminary Docket Information

00-00-0000: water right/source docket information

HUBBELL TRADING POST
~~Allen~~ Federal Water Right 1

1. General Map of Ganado Project - June 1921.

2. Contractual Agreement of May 31, 1913, between J. L. Hubbell and the Assistant Secretary of the Interior by which:

   a. Hubbell assigned his water system and rights to the U.S.

   b. United States agreed to provide Hubbell with Project water.

3. Abstract from annual report for 1921 F.Y. of Project operation and costs.

4. Pages 1 and 2 of letter of December 5, 1922, to Commissioner of Indian Affairs from Supervising (Project) Engineer transmitting item 1. (closing page oberlooked in duplicating.)

5. Est. of 1924 F.Y. M&P costs, dated June 23, 1923.

6. Letter of December 17, 1923, to Chief Engineer, Bureau of Indian Affairs, from Supervising Engineer.

7. Dunn comment of April 25, 1961, on discussion with George W. Wilcocks, Bureau of Indian Affairs.

8. Well log.

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Area: Hubbell Trading Post
Docket #1

I. Land

1. Executive Mansion, dated January 6, 1880, signed R. B. Hayes

2. Relinguishment by Santa Fe Pacific Railroad Company to the United States of America, dated November 30, 1917

3. Deed of Conveyance from J. L. Hubbell Trading Post to The United States, dated December 29, 1943

4. Buildings and Grounds Layout, J. L. Hubbell Trading Post, Arizona

5. Land Description, Hubbell Trading Post

6. Day School Plot Ganado, tracing from map dated July 17, 1941, scale 1"=400', tracing by T. C., June 1959

7. Hubbell Trading Post-Land Status, Drawings NHS-HTP-7100A, dated March 14, 1960

8. Statement and Certificate of Award, No. 14-10-0333-750, dated February 9, 1961

9. Statement and Certificate of Award, No. 14-10-0333-749, dated March 1, 1961

10. Statement and Certificate of Award, No. 14-10-0333-769, dated May 9, 1961

11. LEASE (VACANT SITE), dated May 24, 1961

12. ASSIGNMENT OF LEASE AND LEASEHOLD ESTATE, dated October 19, 1962

13. SUMMARY REPORT ON PROPOSED HUBBELL TRADING POST NATIONAL HISTORIC SITE

14. ACTIVATION OF HUBBELL TRADING POST NATIONAL HISTORIC SITE

15. Appaisal Map for National Park Service on Hubbell Trading Post, dated February 2, 1966

16. Meander Tract Description, dated October 19, 1966

17. Warranty Deed, dated April 28, 1967

18. Certification of Acknowledgment by Dorothy S. Hubbell, LaCharles Goodman Eckel and Edwin B. Eckel, husband and wife, John L. Hubbell and Sivia Hubbell, husband and wife, dated April 28, 1967

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00-00-0000: water right/source docket information: water

19. Schedule A, File No. 33-3-275, date received November 21, 1968

II. Water

1. Document of Ownership to J. L. Hubbell of Ganado, Apache County, Arizona, dated May 31, 1913
2. General Map of Ganado Project, Navajo Indian Reservation, Arizona dated June 1921
3. Extract From Annual Report of H. F. Robinson for Fiscal Year 1921
4. Hubbell Trading Post Alien Water Right #1
5. Maintenance and Operation, Ganado Irrigation Project, Navajo Indian Reservation, 1924
6. Ganado Binaaltsoos, dated December 2, 1966
7. Ground Water Analysis, Lab No. 061502, dated April 19, 1967 or 68
8. U.S.G.S. Chemical Analysis, Lab No. 063598, dated March 6, 1968
9. U.S.G.S. Chemical Analysis, Lab No. 063599, dated March 6, 1968
10. Report on Well Driller, License No. 243, date February 29, 1968
11. Soil Absorption Test in Area #1, date March 31, 1969
12. Soil Absorption Test in Area #2, date March 29, 1969
13. Requisition, dated May 7, 1969
14. Requisition, dated May 7, 1969
15. Requisition, dated May 7, 1969
16. EPPSCO, invoice no. 17094, date June 24, 1969
17. EPPSCO, invoice no. 18204, date June 25, 1969
18. EPPSCO, invoice no. 18070, date July 1969
19. Memo to Superintendent, Hubbell Trading Post from Hydraulic Engineer, Water Resources, SWRO, dated December 17, 1973, transmitting Well Schedule and Report of Well Driller.

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HUBBELL TRADING POST
Alien Water Right 1

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2. Contractual Agreement of May 31, 1913, between J. L. Hubbell and the Assistant Secretary of the Interior by which:

   a. Hubbell assigned his water system and rights to the U.S.

   b. United States agreed to provide Hubbell with Project water.

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7. Dunn comment of April 25, 1961, on discussion with George W. Wilcocks, Bureau of Indian Affairs.

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Hubbell Trading Post
Water Right Docket #1
Outline of Assembly-Correspondence

1. Letter to Commissioner of Indian Affairs, dated December 5, 1922

2. Letter to Mr. W. M. Reed, Chief Engineer from Supervising Engineer, dated December 17, 1923

3. Memorandum to Regional Director from Chief, Water Resources Section, dated June 20, 1961

4. Letter to Mrs. Roman Hubbell from William J. Dorassvage, dated August 5, 1960

5. Letter to Hon. Carl Hayden, United States Senate from Acting Director, dated December 29, 1960

6. Letter to Mr. Conrad L. Wirth, Director from Carl Hayen U.S. S., dated February 1, 1961

7. Western Union Telegram to Regional Director from Hubbell Trading Post, dated February 7, 1961

8. Memorandum to Assistant Director, Price from Chief of Lands, dated Feb. 8, 1961

9. Letter to Carl Hayden U.S. S. from Director, dated February 9, 1961

10. Letter to Mr. Harry B. Embach from Regional Properly and Procurement Officer, dated February 10, 1961

11. Memorandum to Assistant Director Price from Chief of Lands, dated February 14, 1961

12. Letter to Mrs. Roman Hubbell from Regional Director, dated March 1, 1961

13. Letter to Mr. Harry B. Embach from Regional Property and Procuremrnt Management Officer, dated March 1, 1961

14. Letter to Vern A. Englehorn from Regional Property and Procurement Management Officer, dated March 1, 1961

15. Letter to Mr. Thomas J. Allen from Mrs. Roman Hubbell, dated March 2, 1961

16. Letter to Mr. Frank Kelly from Acting Regional Director, dated March 6, 1961

17. Memorandum to Director from Assistant Regional Director, dated April 12, 1961

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18. Letter to Mr. Vern A. Englehorn to Regional Properly and Procurement Management Officer, dated April 13, 1961

19. Memorandum to Director from Regional Director, dated April 18, 1961

20. Letter to Mr. Larry Burke from Regional Property and Procurement Officer, dated May 9, 1961

21. Western Union Telegram, dated May 15, 1961

22. Straight Wire to Director, National Park Service from Acting Regional Director, dated May 15, 1961

23. Letter to Mr. Larry Burke from Regional Property and Procurement Management Officer, dated May 19, 1961

24. Memorandum to Director from Regional Director, dated May 26, 1961

25. Memorandum to Secretary of the Interior from Director, National Park Service, dated June 19, 1961

26. Memorandum to Regional Director from Chief, Water Resources Section, dated June 20, 1961

27. Memorandum to Director from Regional Director, dated May 19, 1965

28. Letter to Harry B. Embach from John E. Kell, dated May 25, 1965

29. Memorandum to Director from Acting Assistant Regional Director, Operation, dated May 26, 1965

30. Letter to Apache Abstract Company from Regional Chief of Lands, dated June 22, 1965

31. Letter to Mr. John Kell from Wanda G. Hall, Secretary, dated June 22, 1965

32. Memorandum to Field Solicitor from Acting Regional Director, dated June 24, 1965

33. Memorandum to John Kell, Regional Chief of Lands from Manager, Arizona Land Office, dated June 24, 1965

34. Letter to County Recorder from Regional Chief of Land, dated June 25, 1965

35. Memorandum to Field Solicitor from Regional Chief of Land, dated June 28, 1965

36. Letter to Wanda G. Hall, Secretary from Regional Chief of Land, dated June 29, 1965

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37. Memorandum to Acting Regional Director from Field Solicitor, Phoenix, dated June 30, 1965

38. Memorandum to Director from Regional Director, dated July 1, 1965

39. Letter to Harry from John E. Kell, dated July 2, 1965

40. Letter to Wanda G. Hall from Regional Chief of Lands, dated July 2, 1965

41. Memorandum to Director from Acting Regional Director, dated July 2, 1965

42. Memorandum to Regional Director from Assistant Director, dated October 25, 1965

43. Memorandum to Regional Director from Chief, Division of Land and Water Rights, dated October 29, 1965

44. Memorandum to Acting Regional Chief of Lands, WODC, from Acting Regional Chief of Lands, SWR, dated January 6, 1966

45. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated February 2, 1966

46. Note tjo George Miller from Bill, dated February 25, 1966

47. Memorandum to Chief, Land Acquisition Office, Western Planning and Service Center from Assistant Regional Director, dated March 2, 1966

48. Letter of Acceptance to Binning Drilling Company from Chief, Office Land and Water Rights, dated March 15, 1966

49. Memorandum to Regional Director from Field Solicitor, Santa Fe, dated March 30, 1966

50. Memorandum to Supervisory Hydraulic Engineer, SSC, from Hydraulic Engineer, dated April 26, 1966

51. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated May 2, 1966

52. Memorandum to Hosteen Blu Fields from Nalani Cook, Hubbell from John, dated May 2, 1966

53. Memorandum to Chief, Office of Land and Water Rights, SSC from Hydraulic Engineer, SSC, Sanat Fe, dated May 6, 1966

54. Letter to Mr. John E. Cook, Superintendent from Louis McClennen, dated May 12, 1966

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55. Memorandum to Hydraulic Engineer, SSC from Superintendent, Hubbell Trading Post, dated May 13, 1966

56. Letter to Mr. Louis McClennen, Attorney of Law from Superintendent, dated May 13, 1966

57. Memorandum to Hydraulic Engineer, SSC from Superintendent, Hubbell Trading Post, dated May 19, 1966

58. Memorandum to Bill Fields from John Cook, dated May 19, 1966

59. Memorandum to Chief, Office of Land and Water Rights, SSC from Hydraulic Engineer, SSC, Santa Fe, dated May 24, 1966

60. Memorandum to Hydraulic Engineer, SSC, from Superintendent, Hubbell Trading Post, dated May 25, 1966

61. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated June 3, 1966

62. Memorandum to Bill Fields from John Cook, Hubbell Trading Post, dated June 16, 1966

63. Memorandum to Hydraulic Engineer from Superintendent, Hubbell Trading Post, dated June 17, 1966

64. Letter to Superintendent, Hubbell Trading Post from Lawrence A. Brewer, dated October 19, 1966

65. Letter to Superintendent from Lawrence A. Brewer and Associates, dated October 19, 1966

66. Memorandum to Chief, Office of Land and Water Rights, SSC, from Superintendent, Hubbell Trading Post, dated October 24, 1966

67. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated November 12, 1966

68. Memorandum to Superintendent from Acting Regional Director, dated December 14, 1966

69. Memorandum to Assistant Director, Specialized Services from Supervisory Hydraulic Engineer, SSC, dated January 11, 1967

70. Letter to Binning Drilling Company from Thomas Kornelis, Chief, Office of Land and Water Rights, dated November 6, 1967

71. Letter to Binning Drilling Company from Chief, Office of Land and Water Rights, dated November 22, 1967

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72. Letter to Binning Drilling Company from Chief of Land and Water Rights, dated December 15, 1967

73. Letter to Binning Drilling Company from Acting Chief, Office of Land and Water Rights, dated February 16, 1968

74. Letter to Mr. Binning-Driller from William E. Fields, dated February 26, 1968

75. Letter to Binning Drilling Company from Chief, Office of Land and Water Rights, dated March 15, 1968

76. Letter to Secretary of the Interior from Attorney General, dated October 28, 1968

77. Memorandum to Ron Cotton from Tracy, dated April 2, 1969

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GALLUP, NEW MEXICO

NAVAJO JEWELRY
NAVAJO RUGS

J. L. HUBBELL TRADING POST

UNITED STATES LICENSED INDIAN TRADER
GANADO, ARIZONA

June 24, 1940

MEMORANDUM:TO: S Mortensen,

FROM Firman H. Brown,

SUBJECT: Ganado Water Rights.

Relative to your inquiry about seniority of water rights on the Ganado Project, Please be guided by the following quotation from agreement signed May 31, 1913, by J. L. Hubbell and Lewis Clayton .

"In consideration of faithful performance of the preceding stipulations of the party of the second part and of the conveyance of the property hereinbefore mentioned, the party of the first part agrees that the party of the second part shall have the right to sufficient wa ter from said system for the proper irrigation of his above described land, notto exceed two and one-half acres feet of water for each acre of land, a nd not to exceed four hundred acre feete of water in each year, or so much therof as shall constitute the proportionate share per acre from the water supply actually available for the lands under the project."

I don't believe this needs any further comment except that you should see that the remaining water in the reservoir is proportioned as equally as possible between the India n and Hubbell land.

Firman H. Brown,
Engineer.

Bill — This just showed up in our Research name Hunt. Thought you might be interested

Norm

Jun-11-97 02:39p Hubbell Trading Post NHS P.01

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WHEREAS J.L.Hubbell of Ganado, Apache County, Arizona, is the owner of a certain piece or parcel of land, to-wit; .....

.....

and the said Hubbell has heretofore built a canal or ditch and diverted water from the Rio Pueblo Colorado for the purpose of irrigating the said parcel of land and has irrigated the said land for several seasons, and has acquired water rights from the said stream for the purpose of irrigating the said land, under the laws of Arizona, and

WHEREAS the lands adjoining the lands of the said Hubbell is a portion of the Navajo Indian Reservation set aside for the use of the Navajo Indians by executive order dated ..... and that certain of the lands of the valley of the Rio Pueblo Colorado are susceptible of cultivation when irrigated, and may be irrigated from the said Rio Pueblo Colorado at such times as there is sufficient water flowing in the stream, and there is a certain reservoir site in which it is possible to store the surplus and flood waters of the said stream, and the land can best be served by carrying the water for a portion of the distance in the ditch owned by the said Hubbell, and

WHEREAS, THE UNITED STATES OF AMERICA proposed to build such reservoir and convey the water to lands on the Navajo Indian Reservation, now

THEREFORE, the following mutual agreement is entered into between the said J.L.HUBBELL and THE UNITED STATES OF AMERICA, to-wit

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THAT for [illegible] in consideration of the [illegible]nt to use sufficient of the water to be stored in the said reservoir(the same to be conveyed to the land of the said Hubbell through the ditch to be constructed in connection with the reservoir for the purpose of delivering the water to all the lands to be served) to properly irrigate the land of the said Hubbell,not to exceed four hundred (400) acre feet in any one year,the said Hubbell agrees to quit-claim,and does hereby remise,release and quit-claim to the said The United States,all the ditches,flumes and other appurtenances heretofore used in the delivery of water to his said above described parcel of land,and to further agree that he will personally be responsible for the ordinary maintenance of the ditch from the reservoir to a point four miles distant therefrom,not including the repairs to flumes and structures when caused by floods or from decay or other accidental cause,it being understood that the cleaning and maintenance of said ditch is to be done by and at the expense of all persons who use water from the reservoir and its distributing system,the amount of work to be prorated in proportion to the area under ditch by each individual whether Indian or white,and in case the Indians fail to do their share of the work in time to have the water for use at the beginning of any irrigation season the ditch will then be put in shape to carry the water at the expense of the said Hubbell.

AND the said The United States covenants and agrees to deliver to the said J.L.Hubbell the amount of water heretofore specified,to-wit,not to exceed four hundred (400) acre feet in each year.

IN WITNESS THEREOF the parties hereto have set their hands and seals this .....day of .....,A.D.,1913.

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NATIONAL PARK SERVICE
WASHINGTON OFFICE
JUN 15 8 34 AM '82

L54(SWR-OM) CERTIFIED JUN 14 1982

File in
HUBBELL TRADING POST
Alvin Water Right Docket # 1

Mr. Wesley E. Steiner, Director
State of Arizona
Department of Water Resources
99 East Virginia Avenue
Phoenix, Arizona 85004

Dear Mr. Steiner:

Enclosed are the completed forms to register all production and observation wells administered by the Southwest Region of the National Park Service located in Santa Fe, New Mexico, as required by Arizona Groundwater Management Act (1980), A.R.S. 45-493.

The following production and observation wells are to be registered:

Hubbell Trading Post - one production well
Wupatki National Monument - one production well and one observation well
Sunset Crater National Monument - one production well and one observation well

The following wells are also reported as a matter of comity:

Canyon de Chelly National Monument - 1 well
Navajo National Monument - 2 wells

Should you have any questions with regards to this matter, or if we can be of further assistance, please contact Garland Moore of this office at (505) 988-6368.

Sincerely yours,

/s/ Robert I. Kerr

Regional Director,
Southwest Region

Enclosures

cc:
General Superintendent, Navajo Lands Group
Superintendents, Canyon de Chelly, Navajo, Sunset/Wupatki, Hubbell Trading Post
Chief, Division of Water Resources, WASO/497
(each with copy of enclosure)

Note: Please file this information in your appropriate water right docket

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DEPARTMENT OF WATER RESOURCES
99 EAST VIRGINIA AVENUE
PHOENIX, ARIZONA 85004

RECEIVED JUN 14 1982 DEPT. OF WATER RESOURCES

REGISTRATION OF EXISTING WELLS

READ INSTRUCTIONS ON BACK OF THIS FORM BEFORE COMPLETING
PRINT OR TYPE — FILE IN DUPLICATE

03

REGISTRATION FEE (CHECK ONE)	
EXEMPT WELL (NO CHARGE)	☒
NON-EXEMPT WELL — $10.00	☐

FOR OFFICE USE ONLY
REGISTRATION NO. 55- 649815
FILE NO. A(27-26)27CD
FILED 6/14/82 (DATE) AT 9:00 (TIME)
INA
AMA

1. Name of Registrant:
United States of America - National Park Service
P.O. Box 728 (Address) Santa Fe (City) New Mexico (State) 87501 (Zip)

2. File and/or Control Number under previous groundwater law:
(File Number) 35- (Control Number)

3. a. The well is located within the ___ ¼ SE ¼ SW ¼, Section 27, of Township 27 N/~~S~~, Range 26 E/~~W~~, G & SRB & M, in the County of Apache.
b. If in a subdivision: Name of subdivision Hubbell Trading Post National Historic Site, Lot No. ___, Address P.O. Box 298, Ganado, Arizona 86505.

4. The principal use(s) of water (Examples: irrigation - stockwater - domestic - municipal - industrial)
Municipal and other park purposes.

5. If for irrigation use, number of acres irrigated from well N/A.

6. Owner of land on which well is located. If same as Item 1, check this box ☒
(Address) (City) (State) (Zip)

7. Well data (If data not available, write N/A)
a. Depth of Well 340 feet
b. Diameter of casing 6 inches
c. Depth of casing 250 feet
d. Type of casing Steel, welded, standard gage.
e. Maximum pump capacity not more than 35 gallons per minute.
f. Depth to water ___ feet below land surface.
g. Date well completed February (Month) 23 (Day) 1968 (Year).

8. The place(s) of use of water. If same as Item 3, check this box ☐.
___ ¼ ___ ¼ ___ ¼, Section ___ Township ___ Range ___
___ ¼ ___ ¼ ___ ¼, Section ___ Township ___ Range ___
Village of Ganado, Arizona and Hubbell Trading Post
Attach additional sheet if necessary. Well is being used by NTUA by Special Use Permit.

9. DATE 6/11/82 SIGNATURE OF REGISTRANT Robert A. Jones
Regional Director, Southwest Region

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CHANGE OF WELL INFORMATION

Registration No. 55-649815

I request the following information be changed in Well File Number A(27-26)27cd

Date_____, 19__ _____
Signature of Well Owner

STATEMENT OF CHANGE OF WELL OWNERSHIP

I,_____. state that I am (no longer) the

(new) owner of the well described below:

Township_____ Range _____ Section _____, _____¼ _____¼ _____¼

Registration #55-_____ File No._____

Previous Owner	New Owner
Address	Address
City State Zip	City State Zip

NOTE: ARS 45-593 requires that the Department be notified of change of well ownership and that the well owner is required to keep the Department's Well Registration records current and accurate. Well data and ownership changes must be submitted within 30 days after changes take place.

NOTE: SAVE THIS FORM TO REPORT FUTURE CHANGES IN OWNERSHIP OR WELL DATA SUCH AS PUMP CAPACITY, ETC.

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W

copy to Art White from Jain
ml

United States Department of the Interior
NATIONAL PARK SERVICE
SOUTHWEST REGION
P.O. Box 728
Santa Fe, New Mexico 87501

IN REPLY REFER TO:
L54(SWR)OM

MAY 11 1979

Memorandum

To: Superintendent, Hubbell Trading Post

From: Regional Director, Southwest Region

Subject: Water Rights

The water rights for your area have not been filed with the State of Arizona. Our follow-up action for filing is totally dependent upon what the U. S. Attorney in Arizona says. We will continue to keep you informed.

Lorraine Mintzmyer

cc:
Chief, Division of Air & Water Resources, WASO 492 (Atten: Vic Berte')
General Supt., Navajo Lands Group

RECEIVED
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MAY 12 1979

	Superintendent	Date
	Administration	
	Interpretation	
	Curator	
	Maintenance	
	File	

MAY 1979
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NAVAJO
LANDS GROUP

Land History

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LAWRENCE A. BREWER & ASSOCIATES

Consulting Engineers

909 W. APACHE, FARMINGTON, NEW MEXICO 87401
MAILING ADDRESS: P. O. BOX 2079
PHONE 505-327-9944

October 19, 1966

Superintendent
Hubbel Trading Post Nat'l. Historic Site
Ganado, Arizona

Attn. John Cook

Re: National Historic Site Survey
Hubbel Trading Post

Dear John,

Pursuant to our phone discussion on this date, I have prepared a "Metes and Bounds" description of the "Meander Tract" located in the northeast corner of the Hubbel Trading Post property. I am also enclosing several copies of the surveying procedure utilized in the restoration of the corners of the referenced property. Under separate cover I am forwarding data received from Mrs. Hubbel and data received from you on September 24th.

We expect to be in Ganado to complete the concreting of brass caps and will be most happy to complete other survey work required at that time. I am enclosing a Statement for services rendered to date and will submit our final invoice upon completion of brass cap concreting and additional surveying and platting you may require.

Do not hesitate to contact us at any time regarding the restoration survey.

Very truly yours,

LAWRENCE A. BREWER & ASSOCIATES

Lawrence A. Brewer

LAB/be

Enclosures

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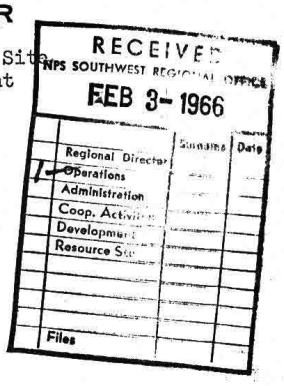
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UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Hubbell Trading Post National Historic Site
% Canyon de Chelly National Monument
Chinle, Arizona 86503

IN REPLY REFER TO:

L14

February 2, 1966



Memorandum

To: Regional Director

From: Superintendent, Hubbell Trading Post

Subject: Land Status - Hubbell Trading Post

On January 7, 1966 I wrote to office advising of additional land status information obtained during December 1965. The last page of this memorandum delt with the 3.07 acre tract of land listed as donated to the Navajo Tribal Council on Drawing NHS-HTP-7100A.

For both operational and appearance purposed I strongly feel we should acquire this land and buildings. The Navajo Tribe is currently installing a house trailer on the site and in summary its becoming less and less attractive.

I have been unable to comeup with any information other than the enclosed copy of the Deed of Conveyance. It is noted that this document gives title to the United States Government. Nowhere here or in other records I have searched is there any indication that the Navajo Tribe has this in fee or in a trust status.

Superintendent Guillet of Canyon de Chelly, our Navajo Relations Officer, believes it wise that if we pursue this, it be done at the Washington level. He feels that if the Tribe knew of our interest in the land it could result in one of two, or both, things. One, they get the land transferred to trust status if it is not- and two, be utilized by them to further cloud the issues surrounding the Lake Powell-Navajo National Monument-Rainbow Bridge National Monument land matters.

I recommend we follow Mr. Guillet's advice and pursue the following course of action.

L1425
Hatch

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Have our Washington Office determine the actual status of this land and if it is in fact Government land ascertain if the Secretary of the Interior would be willing to transfer the land to our jurisdiction. In the event the aforementioned reaches the point where we can acquire title to the land then pursue the matter of purchasing improvements from the Tribe separate from the other Service - Tribe land matters.

Any thoughts, advice or assistance you might offer in this matter will be appreciated.

John E. Cook

In duplicate
Enclosure in triplicate

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SUMMARY REPORT ON PROPOSED HUBBELL TRADING POST
NATIONAL HISTORIC SITE

Purpose: To update information on the status of this proposed site and to provide a current development concept supporting the proposed development schedule.

Background of Report Preparation: This report is based on data gathered by a Southwest Regional Office team composed of Regional Chief of Lands John E. Kell, Regional Chief of Master Plan Coordination Volney J. Westley, and Regional Historian William E. Brown. The team visited the site May 15, 16 and consulted with Superintendent Meredith Guillet of Canyon de Chelly, Mr. John Barr, Manager of Hubbell Trading Post, officials of the BIA, and other persons able to contribute current data on the site. All photographs were taken during the field investigation.

Urgency of Acquisition: If Hubbell Trading Post is to become a National Historic Site it must be acquired soon. Mrs. Dorothy Hubbell, the owner, has continued operating the post in hopes that it could be taken over intact by the Government. But the post is an economic anachronism, a dying institution. Since the original field investigation in 1958, the site has deteriorated noticeably. Fire is an ever-present hazard and could easily destroy the buildings and contents. Given these problems (economic liability and

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fire hazard), Mrs. Hubbell will doubtless sell out in the near future unless the Government acquires the site.

A footnote to the trading post's insolvency is the recent development of commercial operations on the property under lease arrangements: a Standard of Texas service station and adjacent trailer camp on highway frontage, and a laundromat in what was an unfinished shed abutting the south end of the trading post building. Details concerning these intrusions are noted in the next section.

Land Status: Enclosed are marked prints of Drawings NHS-HTP-7100A, dated March 14, 1960. On these prints we have added the most recent information available even though it is somewhat sketchy based on the investigation during May 15, 16.

The unfinished shed shown on Plate 1 has been converted into a laundromat by Mr. Ben K. Hess, Monticello, Utah. In this building he has installed 15 automatic washers, 8 gas fired driers and the necessary electrical distribution lines, butane system and water supply for the washers. In addition to this installation, Mr. Hess has gone to a location north of the trading post and west of the well shown on Plate 1, and drilled a new well. He reports that the well is 231' deep and is cased to the bottom. He has constructed around the well an insulated house, a pressure tank to serve the laundromat and it is our understanding that the Hubbell domestic water supply is now

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"tied-in" to the new system. Mr. Hess reportedly owns the storage tank, building and pump. Mrs. Hubbell owns the well. Verbally we have been advised that the laundromat was completed in June or July, 1964. Mr. Hess advises that his lease is for a 26 year period. It is reported that his contract with Mrs. Hubbell provides that if the laundromat building is acquired by the National Park Service as a part of the Hubbell Trading Post complex, Mrs. Hubbell has agreed to furnish him with a different location on the Hubbell property.

On Drawing 7100A, we have marked approximately the location of the sewage lagoon which serves the laundromat. We are advised that cast iron pipe was used to a point beyond the building line and Orangeberg pipe was used from this point to the sewage lagoon. The sewage lagoon, estimated to be one acre in size, is several feet deep and completely enclosed with a climbproof woven wire fence with steel posts.

In the extreme northeast corner of the property, (triangular area of approximately 0.308 acres), there is the State of Arizona Unemployment Office. No information could be obtained regarding the lease agreement with anyone for this small building estimated to be approximately 12' x 20' in size.

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The Standard Oil Company of Texas (Chevron) has a filling station lease in the northeast corner of the property south of the road. The description is unknown, but we are advised the lease was executed October 1, 1961 and the initial period ends September 20, 1971. The lease was executed by Dorothy S. Hubbell, John Lorenzo Hubbell and Charles Goodman Eckel, representing the J. L. Hubbell Trading Post, Incorporated. (The status of the corporation is being sought, but has not yet been confirmed.) When the initial period of the lease ends September 20, 1971, there are two fire-year renewal option periods. This lease is reportedly recorded in Docket 49, pages 368-372 of the records of Apache County at 11:30 A.M., November 24, 1961.

Adjacent to the Standard Oil of Texas (Chevron) leased area and filling station, there is a trailer park. Verbal information supplied indicates that the filling station operator has one trailer within the confines of the filling station lease. The other ten units are on Mrs. Hubbell's property. By some undetermined arrangement the filling station operator has constructed the required electric, water and sewer connections and has a sewage lagoon adjacent to Pueblo Colorado Wash which serves the filling station as well as the trailers. The filling station manager apparently assigns the space, makes the necessary connections and collects rent for trailer space which is delivered to Mrs. Hubbell. None of the

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details concerning rates or fees collected were available. The Standard filling station has its own water supply which presumably is sufficient to also supply the ten trailers.

Neither Mrs. Hubbell nor Mrs. Eckel were present during the recent visit and many of the items that should have been confirmed were impossible to determine.

There is presumably an easement of 0.836 acres across the northeast corner of the Hubbell property for Navajo Route 3 which is the main road between Window Rock, Arizona, Tuba City and Keams Canyon. Representatives of this office stopped at the Bureau of Indian Affairs Office, Gallup, New Mexico, but were unable to learn the type or nature of the road easement. In general, in Arizona, the easement across this portion of the Hubbell Trading Post would exist as long as Navajo Route 3 exists. When the highway is relocated - if this should occur - the original patentee owning the land under the easement, would again acquire use of the land when the land was no longer used for highway purposes.

The lease for the filling station executed on October 1, 1961 and the primary period expiring September 20, 1971 was executed prior to legislation which would authorize the acquisition of the Hubbell Trading Post. The same situation exists with regard to the Silver Coin Laundromat and leased under contract between the Hubbells and Mr. Hess.

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The area of 3.07 acres donated to the Navajo Tribal Council shown on Drawing NHS-HTP-7100A was granted many years ago and we do not know the terms. Originally the larger building was used as a Chapter House for representatives of the Navajo Tribe. They have built a new Chapter House on the same side of the road between the Hubbell Trading Post and Ganado. The present usage of the "Chapter House" apparently is for storage of surplus grain and sometimes by Boy Scouts. There is, however, a Navajo Police Station - a frame building approximately 15' x 30' on the property - as well as a residence east of the Chapter House which is currently occupied by a Navajo employee of the Navajo Road Department. According to the best information available, there was a clause in the donation of this property providing that if the property (3.07 acres) ever ceased to be used for public (Indian) purposes it would revert to the Hubbells.

This was presumably to prevent a competitive business which would compete with the Hubbell Trading Post. There is almost no possibility that the Navajo Tribe will ever make any use of the this property which would cause it to revert to the parent piece. However, it might be possible at some future date to make an exchange of this 3.07 acre-tract for some other portion of the 157 acres after our plans for use of the entire property have been stabilized. Therefore, we

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recommend that the legislation be specific and broad enough to definitely authorize the Secretary to exchange lands with the Navajo Tribe.

The Standard Oil Filling Station Contract and the Hess Laundromat Contract (even though we do not know the exact terms) are apparently valid contracts which can be terminated only through condemnation. We do not believe that condemnation of either of these two businesses is necessary or desirable. It is our recommendation that the fee title for 157 acres be acquired "subject to" the existing contracts.

We would recommend allowing the filling station to continue at least until its primary expiration period of September 20, 1971. We would expect to negotiate with Mr. Hess and make it possible for him to use some other portion of the property proposed to be acquired. We think the water system and sewage lagoon, which he has developed, could be used initially by the Service and we hope that the laundromat location can be moved to a location mutually satisfactory to our Service, Mrs. Hubbell and Mr. Hess.

Development Concept: Initial discussions had contemplated the site continuing as a live trading post. Field investigation scotched this idea. Except at a few geographically isolated posts, the old barter system of reservation trading has died. Essentially, the Navajos, mobile in their pickup trucks, are super-market shoppers. They trade in Gallup and

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other centers (Ganado, only 1 1/2 miles from Hubbell Trading Post, has three large super-market type stores). Hubbell Trading Post is now equivalent to a corner grocery in a big city--a loaf of bread and quart of milk, but no big trading. According to Manager John Barr, only a large-scale modern commercial operation would attract Navajos. This is objectionable for two reasons: (1) such a modern operation would be on a cash basis, not on the historic barter basis; (2) the quest for "atmosphere" in terms of Navajos in traditional dress, etc., is futile anyway. The Navajos in this part of the reservation buy their clothes at Sears and drive trucks. (Sixty percent of the ca. 100,000 Reservation Navajos are under 21--the old people and the old ways are fast disappearing.) Further, a modern store, with its packaged goods and deep freezes, would violate historicity. Public Health Service sanitarians won't allow continued use of rough board floors, unsealed ceilings and walls anyway. In sum, the living trading post idea is dead. Nor do we want a curio shop catering to visitors; this would also violate historicity.

In view of the above, the favored development concept is restoration of the trading post to the early 1900s (we have good graphic documentation for this period). Items in this restoration would include:

1. The Trading Room restored as in the 1908 Burbank painting included in this report.

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2. The Office with roll-top desk, safe, ledgers, and other trade and business paraphernalia.

3. The Rug Room with its piles of blankets, rugs, weaving equipment, rug design paintings, etc.

4. The Warehouse restored and furnished with bulk trade goods (bags of wool, cases of Arbuckle Coffee, farm tools, etc.).

5. The Hubbell Home displayed as an historic house without formal exhibits.

6. The Guest House remodelled into a small museum with exhibits delineating the role of the Indian trader as an agent of acculturation within the reservation system, and concentrating on Hubbell and the Navajos.

7. Rehabilitation and Stabilization of barn, corrals, sheds, and other functioning structures in the trading post complex with interpretive devices to illustrate the total economic operation of the institution.

In sum, the development concept is a restoration of the trading post complex to a moment of time during its historic heyday. The historic structures with their colorful contents become the main interpretive media, with formal interpretation limited to the small museum in the guest house. The story encompasses the Indian trader as a prime medium of Indian-white contact, the reservation system, the Navajo Reservation, and Don Lorenzo Hubbell--his way of life, his beneficent and paternalistic influence upon a people seeking adjustment to white conquest and control. (The substance of the story is detailed in Utley's historical report.)

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Considerations in Historic House Preservation at Hubbell Trading Post: The contents of the historic structures and the condition of the structures themselves pose special problems. An automatic fire detection system is absolutely necessary. CO_2 and sprinkler fire control systems are not feasible. The home and the trading room-office-warehouse-rug room group cannot be sealed off unit-by-unit as required for a CO_2 system. A pressure water sprinkler system would destroy the invaluable art and ethnological objects. Therefore a system of strategically located hand foam extinguishers and a two-man 24-hour/day fire control team is the best answer. The staff would have to be trained to a smooth fire control drill on the basis of two-man team assignments--one man would fight fire, the other would evacuate valuable objects.

Immediately upon acquisition a comprehensive program of cataloguing, cleaning, and repairing of all art and ethnological objects would be initiated. Complementing this would be repair and finishing of structures to seal out dust, insects, etc., else the preservation work on art objects would be for nought. Periodic spot inspections of books, paintings, etc., would keep preservation current. Installation of humidifiers and constant temperature devices should proceed with caution. Presumably art objects are pretty well stabilized to this climate and should not be subjected to sudden change.

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Guidelines:

To preserve the historic character of the area it is proposed to stabilize but not restore buildings.

Whereas the Standard Service station is removed from the historic scene (being on the highway across Ganado Wash), the Silver Coin Laundromat is definitely a serious intrusion into the historic scene and must be removed to preserve the integrity of a "moment in time" concept.

Walks, curbs, gutters and like structures will be of cut sandstone to complement the stone buildings of the post.

Parking areas and any necessary interior roads will not be "black-topped" but rather be gravelled.

Boundary extensions, trades, or special use permits will be sought to allow the Hubbell Hill area where the Hubbells are buried to be accessible to visitors.

Every means should be employed to restore the cultivated-irrigated fields to farming activity. This may be done by lease, special use permits or other means preferably to Navajos.

All Service facilities will be unobtrusively located to preserve the "moment in time" atmosphere of the trading post and yet be close enough to provide protection from fire, theft or vandalism of the valuable artifacts, etc.

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REVISED (May 1965) ESTIMATE, HUBBELL TRADING POST

TOTAL COST SUMMARY - First 5 years

Acquisition of Land and Improvements	$169,000	
Acquisition of Art and Ethnological Objects	142,660	
Total Acquisition Costs		$311,660
Development Costs		
Roads and Trails	$ 35,000	
Buildings	435,000	
Utilities	160,000	
Miscellaneous	5,000	
Total Development Costs		$635,000
Operations Costs		
Management and Protection	$236,600	
Maintenance and Rehabilitation	98,800	
Total Operations Costs		$335,400
Total Estimate		$1,282,060

For breakdown, see following pages.

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EXPENSES FOR FIRST 5 YEARS

ACQUISITION COSTS

Improvements:

Improvements		$ 23,500	
Laundromat		50,000	
Well-Pump-Pumphouse		5,500	
Trailer Court		3,800	
Sub-total		$ 82,800	
20% Contingencies		16,560	
Total Improvements			$ 99,360

Land:

5 Acres Business	@	$1,500	$ 7,500	
40 Acres Irrigated	@	300	12,000	
50 Acres Agriculture	@	150	7,500	
30 Acres Graze	@	50	1,500	
12 Acres Motel	@	1,200	14,400	
20 Acres Wash, Roads, etc.	@	30	600	
Irrigation Rights			10,000	
Sub-total			$ 53,500	
20% Contingencies			10,700	
Sub-total			$ 64,200	
Title Evidence, Survey, Administration Costs			5,000	
Total Land				$ 69,200

Total Land and Improvements	$168,560
	say $169,000

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ACQUISITION COSTS (Continued)

Total Land and Improvements		$169,000
Art and Ethnological Objects, etc:		
Ethnological Objects (Indian Blankets, Pottery, Baskets, etc.)	$ 22,116	
Art Objects (Paintings and Photographs)	112,080	
Guns, Books, and Other Objects	8,464	
Total Art, etc.		$142,660
Total Acquisition Costs		$311,660

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DEVELOPMENT COSTS

	First Priority	Second Priority	Total	
Roads and Trails				
Roads and Trails, Parking Areas, Walks, Curbs, etc.	$ 18,000	$ 17,000	$ 35,000	
Total Roads and Trails	($ 18,000)	($ 17,000)		$ 35,000
Buildings and Utilities				
Buildings:				
Stabilize Laundry Rear Wall	$ 20,000		$ 20,000	
Stabilize Barn and Sheds	25,000		25,000	
Rehabilitate Residence and Store	10,000	$ 10,000	20,000	
Rehabilitate Warehouse		16,000	16,000	
Fire Protection-Detection System, etc.	25,000		25,000	
Grounds Cleanup and Obliteration	5,000	15,000	20,000	
Rehabilitate Outdoor Bread Oven		1,000	1,000	
Stabilize Farm Equipment		3,000	3,000	
Exhibit Preparation, Preservation, and Development; Audiovisual Equipment; Restore Historic Furnishing; Purchase Additional Historic Objects, Trade Goods, etc.	50,000	100,000	150,000	
Residences, Employee (4)	40,000	40,000	80,000	
Seasonal Quarters (2)		30,000	30,000	
Utility Building		20,000	20,000	
Public Comfort Station	25,000		25,000	
Total Buildings	($200,000)	($235,000)		$435,000

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DEVELOPMENT COSTS (Continued)

	First Priority	Second Priority	Total	
Utilities:				
Water System: 50,000 Gallon Tank and 6" Mains or Connect 2 Miles to Ganado System	$100,000		$100,000	
Sewer System: Enlarge Lagoon, Lay Mains, Fence	25,000	$ 25,000	50,000	
Utility Connections: Underground Power and Telephone, Connect to Gas Mains, etc.		10,000	10,000	
Total Utilities	($125,000)	($ 35,000)		$160,000
Miscellaneous				
Signs and Markers	$ 3,000	$ 2,000	$ 5,000	
Total Miscellaneous	($ 3,000)	($ 2,000)		$ 5,000
Priority Totals	($346,000)	($289,000)		
Total Development Costs				$635,000

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OPERATIONS COSTS

Staffing:

Superintendent, GS-11

Historian, GS-9

Maintenanceman, 2.40 ph

Administrative Assistant, GS-7

Park Ranger, GS-7

(2) Seasonal Park Guides, GS-4 (4 months)

(1) Seasonal Laborer, 2.11 ph (4 months)

Costs:

	Management and Protection	Maintenance and Rehabilitation	
1st Year	$ 48,600	$ 21,200	67
2nd Year	47,000	19,400	66
3rd Year	47,000	19,400	69
4th Year	47,000	19,400	70
5th Year	47,000	19,400	71
	$236,600	$ 98,800	

Total Operations Costs $335,400

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Southwest Region
Santa Fe, New Mexico
87501

L58
Hubbell

JUL 1 1965

Memorandum

To: Director

From: Regional Director

Subject: Documents and Records on Lands Patented to John Lorenzo Hubbell, Hubbell Trading Post, National Historic Site, Proposed

We think that both Harry Sanders and Jim Husted will be interested in the enclosed relating to the Hubbell Trading Post, Ganado, Arizona. We are unable to reproduce the entire BLM Status Sheet, but have reproduced the portion that covers Sections 27, 28, 33 and 34.

This Status Sheet received with Mr. Helmandollar's memorandum of June 24 shows the status to be correct as of June 23, 1965. We have also enclosed, in addition to Mr. Helmandollar's memorandum to Mr. Kell dated June 24, a copy of a letter of August 5, 1960 to Mrs. Roman Hubbell from William J. Dorasavage. This letter, presumably from the case file returned to the BLM from Washington, completely reverses the information Mr. Kell had previously received from the BLM by telephone whereby he was advised the Hubbells actually owned only 40 acres, the northwest quarter northwest quarter of Section 34.

On June 29, after receiving Mr. Helmandollar's memorandum of June 24, Mr. Kell telephoned Field Solicitor Luoma, Phoenix, who is in the process of preparing a reply to our memorandum of June 24, but assured Mr. Kell by telephone that we had no problems.

(SIGNED)

Daniel B. Beard

In duplicate

Enclosures

JEKell:jfd
6/29/65

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IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
Room 5405 Federal Bldg.
230 North 1st Avenue
Phoenix, Arizona 85025

June 30, 1965

Memorandum

To: Acting Regional Director, National Park Service, Santa Fe

From: Field Solicitor, Phoenix

Subject: Hubbell Trading Post, Ganado, Arizona

Mr. Kell and I discussed over the telephone the fact that the Phoenix Land Office status sheet and plat now shows the Hubbell Trading Post property is Tract 37, containing 160 acres. Apparently this resolves the problems raised by you in your memorandum of June 24.

If we can be of further assistance in this matter, please advise.

L. K. Luoma
L. K. Luoma

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Surname | Date
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Arizona - Hubbell

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P. O. Box 728
Southwest Region
Santa Fe, New Mexico 87501

June 29, 1965

Wanda G. Hall, Secretary
Apache Title Company
P. O. Box 427
St. Johns, Arizona

Dear Mrs. Hall:

I appreciated your letter of June 22 and the time you took to check tax records and other matters in connection with the Hubbell Trading Post, Ganado, Arizona. I have had several telephone conversations with the BLM regarding the amount of land owned by the Hubbells and they have now revised their Status Sheet for T. 27 N., R. 26 E., to show the John Lorenzo Hubbell property as Tract 37 lying partially in Sections 27, 28, 33 and 34.

I have enclosed a copy of Mr. Helmandollar's letter of June 24, a copy of a letter to Mrs. Roman Hubbell of August 5, 1960, together with a copy of the Executive Order of January 6, 1880, which you may already have in your files.

We have information that the House hearing progressed very smoothly and Senate hearings are to be held today, June 29. Eventually we may be in a p9sition to purchase title insurance and I appreciate the work you supplied.

Sincerely,

JOHN E. KELL

John E. Kell
Regional Chief of Lands

Enclosures

JEKell:jfd

Original mailed 6/29/65

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Southwest Region
Santa Fe, New Mexico
87501

L1425
Hubbell

June 28, 1965

AIR MAIL

Memorandum

To: Field Solicitor, Room 5405, Federal Building, 230 North First Avenue, Phoenix, Arizona 85025

From: Regional Chief of Lands, Southwest Region, National Park Service, P. O. Box 728, Santa Fe, New Mexico 87501

Subject: Apparent Error in Ownership and Location of Land, Hubbell Trading Post, Ganado, Arizona

Following our memorandum of June 24 with enclosures Former Field Solicitor Merritt Barton, while he was at the Supreme Court Law Library in Santa Fe, looked up certain references that may relate to the Hubbell Trading Post National Historic Site, Proposed.

Merritt's references have been copied and enclosed in the event they may save you or your staff some time. I have also enclosed a copy of a reply from Mrs. Wanda G. Hall, Secretary, Apache Title Company, St. Johns, Arizona, dated June 22.

Mrs. Hall reports the Assessor's plat book shows some land in Section 28 and it appears that the Hubbells have paid taxes on the land for at least the last 10 years. Mrs. Hall did not check more than the last 10 years.

JOHN E. KELL

John E. Kell

Enclosures

JEKell:jfd
6/25/65

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Southwest Region
P.O. Box 728
Santa Fe, New Mexico
87501

158 Hubbell

June 25, 1965

County Recorder
Apache County
St. Johns, Arizona

Dear Sir:

Enclosed is my personal check No. 156 in the amount of $12.50 dated June 24 and drawn on the First National Bank of Santa Fe, New Mexico.

I wish to purchase two copies of an instrument which is presumably a lease or contract between the Standard Oil Company of Texas (Chevron) and Dorothy S. Hubbell, John Hubbell and Charles Goodman Eckel. Our best information indicates that this will be found in Docket 49, Pages 368 - 372 recorded at 11:30 a.m., November 23, 1961. It involves a tract of land in the SW^4 of Section 27, T. 27 N., R. 26 E., G&SRM, Coconino, Arizona.

I am anticipating that the cost will be approximately $1.25 per page. It is not necessary that either copy be certified as a true copy. If your recorded instruments are negatives, I would prefer positive copies. If not, I would like one negative and one positive.

If I have miscalculated the cost and if you will advise me at the above address, I will supply any difference that may be necessary immediately. The copies are for official use and I am sending my personal check in order to save time. I will, however, need a receipt marked paid and the full name of the person signing the receipt so that I can recover the cost of the two copies.

Sincerely yours,

John E. Kell
Regional Chief of Lands

Enclosure

cc: ARD, Administration

JEKell:dmr
6/25/65

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Apache Title Company
P. O. Box 427
St. Johns, Arizona
Telephone 337-4941

22 June 1965

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Mr. John Kell
Box 728
Santa Fe, New Mexico

Dear Mr. Kell:

Re: J. L. Hubbell Trading Post

Pursuant to our telephone conversation, I have checked the Apache County Assessor's office and find the following lands are assessed to J. L. Hubbell Trading Post, Inc.:

NE 1/4 NE 1/4 Sec. 33 - 40 acres
NW 1/4 NW 1/4 Sec. 34 - 40 acres
S 1/2 SW 1/4 less 3.07 Acres to U. S. A. in Sec. 27
All in Township 27 North, Range 26 East. - 97 acres.

The Assessor's plat book shows a portion in the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 28 - Tract #37 - T27N, R26E. However, there is nothing assessed to above in Sec. 28 and we didn't take time to try to check this out.

If we can be of further assistance to you, please advise. Might add that we checked the assessment 10 years ago on Hubbells and find same land listed so the Hubbells have paid taxes on all of above for at least ten years.

Very truly yours,
Wanda G. Hall
Wanda G. Hall,
Secretary.

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P. O. Box 728
Southwest Region
Santa Fe, New Mexico
87501

L1425

JUN 22 1965

Apache Abstract Company
St. Johns, Arizona

Attention: Mrs. Hall

Dear Mrs. Hall:

Since talking with you June 21 I have been able to talk with a former Field Solicitor for the National Park Service and the problem at Hubbell Trading Post apparently is not as serious as I interpreted, however, the Bureau of Land Management records are such that we will probably have to refer this entire problem to our Washington office to try to convince the Bureau of Land Management that the Hubbell Homestead is in effect the same land which has been occupied by them for many years.

For such use as it may be to you, I have enclosed a reproduced copy of the reconveyance from the Santa Fe Pacific Railroad Co., dated the 30th day of November, 1917. I have also reproduced portions of Supplemental Plat, T. 27 N., R. 26 E., Gila and Salt River Meridian, Arizona, embracing Sections 19,21,28,29,30,31, 32 and 33. This plat is No. 1191 from the Phoenix office and was approved by the Commissioner, General Land Office, Washington, D.C., June 20, 1917. With the equipment we have in Santa Fe, we can only reproduce portions of the entire plat which is approximately 18" x 24".

The east half of the Hubbell Homestead in parts of Sections 27 and 34 is shown on the second supplemental plat of T. 27 N., R. 26 E., which embraces Sections 23,24,25,26,27,34 and 36. This is BLM Drawing No. 1190 and it too was approved by the Commissioner, General Land Office, June 20, 1917. The east portion of the Hubbell Homestead from the above numbered plat has been reproduced and is enclosed.

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In addition to these two plats I have reproduced a small portion of resurveys in T. 27 N., R. 26 E., BLM NO. 1192, which gives the diagram showing the methods of establishing the corners of J. L. Hubbell Homestead entry, now Tract 37, from original survey, showing connections with resurvey. The BLM number on this drawing is No. 1192 and the bottom portion of the sheet shows Sections 19 through 36 and the "lotting" in the Sections 27,28,33 and 34 in relation to the Hubbell Homestead, irrigation ditches and Pueblo, Colorado River.

The only survey I have obtained thus far is Fractional T. 27 N., R. 26 E., and covers Sections 19 through 36. Only the south half of the township was surveyed. This survey was conducted by Samuel E. Day under a contract of April 16, 1903 and completed in December, 1904 and January, 1905. It was approved by the Surveyor General, Phoenix, Arizona, July 14, 1906. I am not certain whether this is the first survey or not but it is BLM No. 1193.

As you are aware John Lorenzo Hubbell could not obtain a patent until after the land had been surveyed. The original patent, granted the 14th day of July, 1908, was approximately two years after the July 14, 1906 acceptance of the plat. The 1908 patent, No. 2655, was cancelled September 11, 1917, because Section 33 was erroneously described in the first patent as Section "23". The patent of October 17, 1917, Patent No. 603857, was issued in lieu of Patent No. 2655 which was cancelled because of an error in the description.

I reason that the United States of America could not have issued the patents to Mr. Hubbell if the Santa Fe Pacific Railroad Co., had title to the south half of the southwest quarter of Section 27 containing 80 acres and the northeast quarter northeast quarter of Section 33 containing 40 acres. It is my opinion that someone in the BLM erroneously construed the quitclaim or relinquishment from the Santa Fe Pacific Railroad Co., as reconveying land, which already had been patented to Mr. Hubbell, to the United States. The preamble in the Santa Fe Pacific Railraod Co., quitclaim of November 30, 1917, indicates that this land was already claimed by "settlers or entrymen" and I think the Santa Fe Pacific quitclaimed only because Mr. Hubbell had been granted a patent to the land and the Santa Fe Pacific used this instrument as a means to acquire lieu lands elsewhere in the amount of 120 acres which were not yet occupied or patented. My only problem is to convince the BLM that this is true.

Sincerely yours,

JOHN E. KELL

John E. Kell
Regional Chief of Lands

JEKell:jfd
6/22/65

Enclosures

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Southwest Region
Santa Fe, New Mexico 87501

MAY 25 1965

Harry S. Embach
Lubrs-Central Building
Suite 220-224
132 South Central Avenue
Phoenix, Arizona 85004

Dear Harry,

I appreciate your letter of May 19 together with the print loaned me which you obtained at Window Rock. The print is returned and in addition I have enclosed two additional prints made from the print you loaned me for whatever purpose they may serve.

I am still "fighting the location" of the Hubbell property. I obtained from the Bureau of Land Management in Phoenix copies of the original Patent No. 2655 which was issued to John Lorenzo Hubbell for 160 acres the 14th day of July, 1902. The reproduction of this deed shows that it was canceled because of a faulty description, (they described Section 23 rather than Section 33). The next patent was No. 603857 which, as you have probably checked, describes the E½ of Section 27, NE¼ of Section 33, and NW¼NW¼ of Section 34. This patent was issued in lieu of Patent No. 2655 the 17th day of October, 1917. Both patents bear the notation "Homestead Certificate No. 154, Application No. 911."

In addition to these two instruments, the Santa Fe Pacific Railroad Co., November 30, 1917, quitclaimed to the United States the S½ of the SW¼ Section 27 and the NE¼NE¼, Section 33, a total of 120 acres. Over the telephone, the Bureau of Land Management representative in Phoenix interpreted that reconveyance or quitclaim by the Santa Fe Pacific Railroad Co., (successor in interest to the Atlantic and Pacific Railway Co.), now Atchison, Topeka and Santa Fe, to mean that out of the original Hubbell Homestead only the NW¼NW¼ of Section 34 is patented land.

I am reasonably certain that since checkerboard sections and odd numbered sections, (27 and 33), were normally railroad lands that the quitclaim or reconveyance by the railroad the 30th day of November, 1917, had something to do with the Hubbell patent and it is my "guess" that the railroad quitclaimed the 120 acres to the United States so that they, in turn, could obtain lieu selection rights for an equal acreage of land someplace other than within the Indian reservation which was extended by Executive Order of January 6, 1880.

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5.0[illegible]-1F
Phoenix Homestead
F. C. 154
Patent 2655
Patent 603857

AUG. 5 1960

Certified Mail
Return Receipt Requested
Air Mail

Mrs. Roman Hubbell
J. L. Hubbell Trading Post
Ganado, Arizona

Dear Mrs. Hubbell:

This responds to your letter of July 20, 1960, with enclosures, including original patent 603857, and also a copy of a letter dated June 20, 1960, from the Delta Surveying Co., to the Standard Oil Company of California, concerning the description of the lands patented to John Lorenzo Hubbell under the above entries.

Our records show that on May 21, 1907, John Lorenzo Hubbell made homestead entry Phoenix No. 811, for the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E., Gila and Salt River Meridian, Arizona, containing 160 acres, and on July 9, 1907, submitted final proof thereon. Final certificate No. 154 issued on July 26, 1907, and through a clerical error the lands were described therein as the S½SW¼ sec. 27, NE¼NE¼ sec. 23, and the NW¼NW¼ sec. 34, T. 27 N., R. 26 E. On July 14, 1908, patent 2655 was issued. This entry was based on the plat of survey of July 14, 1906, for the township. The patent followed the final certificate and erroneously described the land as being in sec. 23 instead of sec. 33. By letter "B" of September 11, 1917, the above patent was canceled and on October 17, 1917, patent No. 603857 was issued to correct the above error and properly described the lands as the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E. The canceled original patent 2655 is on file here with the case record.

An independent resurvey for T. 27 N., R. 26 E., G. & S. R. Meridian, with a tract segregation, was approved on June 20, 1917. This plat shows the patented J. L. Hubbell homestead has been segregated and is referred to on the plat as Tract 37. The metes and bounds

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5.C5d-1F
Phoenix F.C. 154

description of this homestead are on file here in volume 138 of the Arizona field notes, at pages 597, 599, 601, 603, 605, 607, 609. The lands so segregated represent the actual position of the legal subdivisions embraced in the Hubbell patent in the terms of the plat of the original survey approved July 14, 1906. The independent survey did not affect, in any way, the position or description of the patented lands in the township.

When lands are granted according to an official plat of the survey of such lands, the plat, itself, with all its notes, lines descriptions and landmarks, becomes as much a part of the patent by which the lands were conveyed as if such descriptive features were written out on the face of the patent. See Cragin v. Powell, 128 U. S. 691.

When a patent has issued in conformity with the record upon which the right to the patent is predicated, and has been signed, sealed, and recorded, the title to the land has passed and our office is without further jurisdiction over the patent. See United States v. Schurz (102 U. S. 378), Wright-Blodgett Company (36 L. D. 238), Amos D. Buhl (52 L. D. 262), and Karl A. F. Loyning (53 I. D. 479).

Accordingly, the lands conveyed are properly described in the patent No. 603857 dated October 17, 1917. The issuance of a new and corrected patent would not be proper, as there is no amendment question involved.

If certified photostatic copies of the official copy of this letter, also the original plat of survey of 1906, the plat of independent resurvey of 1917, and the pertinent field notes, are obtained and recorded on the county records, there would be no doubt as to the description of the patented land and its location on the ground.

If you desire certified copies, they may be obtained upon request from this Bureau for a fee of $1 per page.

Original patent 603857 is herewith returned.

Sincerely yours,

For the Director:

William J. Dorasavage

WJDorasavage:okm 8/5/60

Copy to: FS reading file
Permanent file
Mr. Smith, BIA, Wash., D. C.

Enclosure

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Ed-Ind.
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54872-22
L E C

5-1142

DEPARTMENT OF THE INTERIOR

UNITED STATES INDIAN FIELD SERVICE
NAVAJO INDIAN AGENCY
Fort Defiance,
Arizona. Dec. 5, 1922.



The Commissioner of Indian Affairs,

Washington, D. C.

My dear Mr. Commissioner:

Referring to the third paragraph of Office letter of August 25, 1922, citation above; regarding the irrigation project at Ganado I wish to submit a full and complete report thereon.

Under separate cover I am mailing your Office a tracing of the land under the Ganado Project, which will give your Office an idea of what has been done and what remains undone. The plat shows the allotment assigned to each individual Navajo; the number of acres farmed by each is marked in red ink. The canal on the north side of the wash, as is shown on the map, is complete as far as the Hubbell Homestead. Below that point flumes have not been put across the arroyos, and the greater part of what has been constructed is more or less filled with sediment, etc. The land under the north side canal contains a great deal of adobe and is badly cut up by arroyos, and if leveled and graded would take an enormous amount of work to put in tillable condition. I believe that the Indians would be unable to irrigate and farm this land successfully.

filed in attached envelope.

Of the land that has been assigned as allotments I submit the following facts:- Mrs. John Owens, Doctor Yesomite and Tom Winker have recently been assigned their allotments and have not had sufficient time to level them or get the land ready for irrigation, but they expect to have it in such shape as to be able to raise a crop this coming year. Ashie-hin Binallie and Hosteen Gahn should have most of their allotments under cultivation. Kee Williams and Bert Yashie have nearly all the good land on their allotments cultivated.

The canal on the south side of Section 5, Twp. 26, Range 26 is in good condition most of the way. Nearly all of this land is sandy loam and as there is quite a fall from the canal to the wash this tends to make the ditches wash a great deal while irrigating. Concerning allotments I have to state as follows:- Pretty Girl: Only two acres of this allotment can be irrigated. The Presbyterian Mission has 20.00 acres under cultivation. Yashie Holmes, most of the land not farmed is on the side of hills and cannot be easily irrigated. Loco, the part not farmed

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cannot be easily irrigated. Lot 34 in Sec. 27 and Lot 1 in Sec. 34 and inside Mr. Hubbell's fence is in alfalfa, this is included in the 100 acres that he has under cultivation. Miguelito, several acres are cut by small arroyos and balance of the allotment not under cultivation is being leveles.. Chischillie Begay, this is all very poor land, it is hilly and much cut up by arroyos. Na-ne-bah, the part not farmed is used for buildings, a small part along the river is no good. Sam Whonaghne, several acres more of this allotment should be cultivated, part of it is on a hill. Dosola Curley, five acres are in timber which is being cleared, some poor land along the river and some occupied by buildings. John Curley, the part of this allotment not now farmed is being cleared and leveled.. Etzanally Bechay, several acres of this allotment is cut up by arroyos, the rest of it should be farmed. Tapan Etsosie, Yellowhair, Dolth Curley, Tom Curley, Denalth Jinne Begay and Denalth Jinne Begay Badonni have all the land on their allotments that is any good under cultivation. Lot 21 in Sec. 33 is hilly, also the SE 1/4 of NE 1/4 of SE 1/4 Sec. 32. Gana Bitsee, all the good land is being farmed, some is cut by arroyos and some on hills. Kin la chee, this allotment is south of the canal but can be irrigated, the land is being leveled.. Edward McCabe, six acres under cultivation, the rest can be cultivated but must be leveled before it can be irrigated. Roan Horse's Son, this allotment is nearly all good level land, about five acres has been farmed in the past, none of it was farmed this last year, it should all be under cultivation. Smiles Bikis, this allotment should all be cultivated. Besh-la-kai Binalli, this allotment should all be under cultivation.

The total amount of land under irrigation, including Mr. Hubbell's homestead and the Mission land is approximately 330 acres. A large amount of land, as shown on the map, has been subdivided into ten acre tracts below the Cornfields Day School. About 95 per cent of this land, which is subdivided, is quite level, very easily irrigated and would require but a very little leveling and is far better land than is now being farmed by the Indians. If the canal could be extended so it would take in all of the land from Section 10 to Section 30, which is the best land in this valley, the Indians would derive a great deal of benefit therefrom. When I located the Day School at the Cornfields there were many families living in that locality who were doing a great deal of farming, before the Ganado Reservoir was built and were raising good crops by irrigating their fields from the water that they took out of the wash. Since the reservoir has been built they have been unable to do any farming to speak of on account of their not being able to get water at the proper time, it being turned into the reservoir. Practically all of these Indians became discouraged and abandoned their land and moved away to some other place where they could do dry farming. I asked several Indians why they did not continue their farming around the Cornfields as they used to do and their answers were that they were unable to get water on thier crops at the proper time and that they were a failure, but before the reservoir was built they were always able to get water to raise good crops.

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LAND DESCRIPTION

HUBBELL TRADING POST

BEGINNING at the northeast corner known as Corner No. 1, whence the section corner common to Sections 27, 28, 33 and 34, T.27N., R.26E., G&SRM, bears S.50°26'W., 2741.39 feet; thence N.89°55'W., 2640 feet to Corner No. 2; thence S.0°03'E., 1320 feet to Corner No. 3; thence west 1320 feet to Corner No. 4; thence S.0°03'E., 1320 feet to Corner No. 5; thence east 2640.66 feet to Corner No. 6; thence N.0°03'W., 1320 feet to Corner No. 7; thence east 1320 feet to Corner No. 8; thence N.0°03'W., 1318.68 feet to the point and place of beginning known as Corner No. 1.

EXCEPTING an area donated to the United States of America commencing at the quarter corner between Sections 27 and 28, T.27N., R.26E., G&SRM, thence S.27°02'E., 1561 feet to the point of beginning which is the southwest corner of the tract, thence east 536 feet to the southeast corner; thence north 250 feet to the northeast corner; thence west 536 feet to the northwest corner; thence south 250 feet to the southwest corner and the point of beginning containing 3.07 acres more or less, located in the southwest quarter of Section 27, T.27N., R.26E., G&SRM.

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LEGAL DESCRIPTION
for
SEGMENT "P"
of the
WATER DISTRIBUTION AND STORAGE FACILITIES
for
GANADO, ARIZONA

Being a segment of Utility Easement on Hubbell Homestead Tract at Ganado, Apache County, Arizona, being more particularly described as follows:

Beginning at the south Right-of-Way of Arizona State Highway No. 264 at centerline station 1571+21.72, thence, S 43° 56' 44" W, 193.25 feet to a point; thence, S 87° 55' 08" W, 22.88 feet to a point; thence, S 00° 38' 12" E, 25.00 feet to the true point of beginning of Segment "P"; thence, S 00° 38' 12" E, 308.62 feet to a point; thence, S 65° 47' 34" W, 190.22 feet to a point; thence, S 18° 26' 06" W, 25.30 feet to the termination of Segment "P".

Said Segment "P" being a strip of land fifteen feet in width, 7.50 feet each side of the previously described centerline, and containing 0.180 acres, more or less.

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LaCharles Goodman Eckel, GRANTOR

Edwin B. Eckel, SPOUSE

John Lorenzo Hubbell, GRANTOR

Silvia Hubbell, SPOUSE

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LaCharles Goodman Eckel and Edwin B. Eckel, husband and wife, John Lorenzo Hubbell and Silvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/Colin K. Grant
Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA For (other word and number illegible)
Couty of Apache:

Wording in next four short lines is not legible enough for writing, numbers are OK. Attached copy for reference.

Curb

Dkt. 107 page 27

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FURTHER, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads and pipe lines, (2) that certain lease dated May 21, 1941 between Lorenzo D. Hubbell, LaCharles Goodman Fekel and John Lorenzo Hubbell, lessors, to California Oil Company of Texas, lessee, recorded in Docket 49, page 348, thereafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1942, recorded in Docket 51, page 558; and thereafter reassigned back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, Grantor

LaCharles Goodman Fekel, Grantor

Edwin B. Fekel, Grantor

John Lorenzo Hubbell, Grantor

Sylvia Hubbell, Grantor

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LaCharles Goodman Fekel and Edwin B. Fekel, husband and wife, John Lorenzo Hubbell and Sylvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA, COUNTY OF APACHE: ss.
I hereby certify that the within instrument was filed and recorded MAR 31 1967 at 3:00 P.M. in Docket No. 107 Page 25-27 at the request of Transamerica Title Ins. Co.
WINSLOW REAL ESTATE DEPARTMENT
By _____ Deputy

DKT. 107 PAGE 27

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SCHEDULE A

File No.: 33-3-275

Project: J. L. Hubbell Trading Post Historic Site located in Apache County, Arizona

Estate Acquired: Fee Simple and Scenic Easement

Acreage: 154.52 acres in fee and 5.574 acres for easement purposes.

Total Consideration: $140,000.00

The deed to the United States of America was executed by Dorothy S. Hubbell, a widow, et al., on April 28, 1967, filed for record on June 21, 1968, and recorded in Book 107, at page 25.

The title insurance policy No. S-1098-310 was prepared as of June 21, 1968, by Transamerica Title Insurance Company.

The title is subject to the following:

1. Existing easements for public roads, highways, railroads, pipelines, utilities, canals, ditches, flumes, telephone ditches, flumes, telephone, telegraph and power transmission lines.

It is noted that the purchase price has not been paid.

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4/28/67

WARRANTY DEED

Dorothy S. Hubbell, a widow, LaCharles Goodman Eckel, a married woman, and John Lorenzo Hubbell, a married man, hereinafter called GRANTORS, hereby convey and warrant to the United States of America, hereinafter called GRANTEE, in consideration of the sum of One Hundred Forty Thousand Dollars ($140,000.00) in hand paid, the receipt whereof is hereby acknowledged, the following described real property, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, the SE 1/4 of Section 28, the NE 1/4 of Section 33 and the NW 1/4 NW 1/4 of Section 34, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as Follows:

Commencing at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence S 00°10'05" E along the east line of Tract 37, 241.92 feet to a point on the southwest R/W line of State Highway 264 and the point of beginning; thence continuing S 00°10'05" E along said east line of Tract 37, 709.44 feet; thence S 00°04'56" E along the east line of Tract 37, 369.26 feet to Corner No. 8 thereof; thence N 89°54'58" W along the south line of Tract 37, 1323.40 feet to Corner No. 7 thereof; thence S 00°01'31" E along the east line of Tract 37, 1320.00 feet; thence S 89°48'26" W along the south line of Tract 37, 528.05 feet; thence S 89"54'12" W along the south line of Tract 37, 266.59 feet, to the section line between Sections 33 and 34; thence N 89°55'30" W along the south line of Tract 37, 525.57 feet to Corner No. 5 thereof; thence N 00°00'12" E along the west line of Tract 37, 1320.00 feet to Corner No. 4 thereof; thence East along the north line of Tract 37, 1320.00 feet to Corner No. 3 thereof; thence N 00°00'43" W along the west line of Tract 37, 1320.02 feet to Corner No. 2 thereof; thence S 89°51'21" E along the north line of Tract 37, 525.05 feet to the section line between Sections 27 and 28; thence East along the north line of Tract 37, 509.54 feet to a point marked by a brass cap, said point being 1605.76 feet West of Corner No. 1 of Tract 37; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to the point of beginning.

The tract of land herein described contains 154.52 acres, more or less.

GRANTORS do hereby transfer, convey and warrant to the GRANTEE, and its assigns all the GRANTORS' right, title and interest in the above described

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real property, together with all improvements and appurtenances thereon and thereunto appertaining and belonging. Spouses of GRANTORS, if any, by executing this instrument hereby release and waive any and all rights under and by virtue of homestead, dower, curtesy and community property exemption laws of the State of Arizona;

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

FURTHER, whereas Section 1 of the Act of August 28, 1965 (79 Stat. 584), providing for the establishment of the Hubbell Trading Post National Historic Site, authorizes the Secretary of the Interior to purchase additional land and interests in land as in his discretion are needed to preserve and protect the Post and its environs for the benefit and enjoyment of the public;

DKT 107 PAGE 25

NOW, THEREFORE, in consideration of the premises and the above recited sum of One Hundred Forty Thousand Dollars ($140,000.00) GRANTORS do hereby grant, bargain, sell, convey, confirm and warrant unto the United States of America, GRANTEE, and its assigns, an estate, interest and perpetual scenic easement in the following described real property of GRANTORS, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

Beginning at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence West along the north line of Tract 37, 1605.76 feet to a point marked by a brass cap; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N 69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to a point on the east line of Tract 37; thence N 00°10'05" W along the east line of Tract 37, 241.92 feet to the point of beginning.

The tract of land herein described contains 5.574 acres, more or less.

Said scenic easement to be a servitude upon the above described real property of the GRANTORS, and GRANTORS covenant on behalf of themselves, their heirs, successors and assigns, (said covenant to run with the land) with GRANTEE, and its assigns to do and refrain from doing upon GRANTORS said property the various acts herein set forth, it being hereby agreed and expressed that the doing and the refraining from said act, and each thereof,

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upon said property is and will be for the benefit of the United States of America, and the enjoyment of the public through the preservation of the scenic, natural and historic values of the Hubbell Trading Post National Historic Site, and will preserve the surrounding area in harmony with the historic significance of said site.

The restrictions hereby imposed upon the use of said property of the GRANTORS and the acts which GRANTORS covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. Permitting eh accumulation of any trash or foreign material whicn is unsightly or offensive.

2. Using the land for mining or industrial activity or for any purpose which would be in direct conflict with the preservation of a harmonious setting for the Hubbell Trading Post National Historic Site, except as may be authorized in writing on such terms and conditions deemed appropriate by the Director of the National Park Service, or his authorized representative.

It is the intention of the GRANTORS to erect, or cause to be erected, on said land a hotel or motel, a restaurant and appurtenant facilities usual thereto, and a laundromat. Nothing set forth in this scenic easement shall be construed as restricting the right of GRANTORS to erect such hotel, motel, restaurant and appurtenant facilities, and laundromat; EXCEPT that plans for such improvements shall be approved in advance by the Director of the National Park Service, or his duly authorized representative. Such approval shall not be withheld if said buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are harmonious with the Hubbell Trading Post National Historic Site and shall not be withheld merely because the proposed buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are not of the architectural style of the Hubbell Trading Post National Historic Site.

SUBJECT, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads, and pipelines, (2) that certain lease dated May 24, 1961 between Dorothy S. Hubbell, LaCharles Goodman Eckel and John Lorenzo Hubbell, lessors to California Oil Company of Texas, lessee, recorded in Docket 49, page 368, thereinafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1962, recorded in Docket 61, page 558; and thereinafter subleased back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, GRANTOR

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WARRANTY DEED

Dorothy S. Hubbell, a widow, LaCharles Goodman Eckel, a married woman, and John Lorenzo Hubbell, a married man, hereinafter called GRANTORS, hereby convey and warrant to the United States of America, hereinafter called GRANTEE, in consideration of the sum of One Hundred Forty Thousand Dollars ($140,000.00) in hand paid, the receipt whereof is hereby acknowledged, the following described real property, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, the SE 1/4 of Section 28, the NE 1/4 of Section 33 and the NW 1/4 NW 1/4 of Section 34, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as Follows:

Commencing at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence S 00°10'05" E along the east line of Tract 37, 241.92 feet to a point on the southwest R/W line of State Highway 264 and the point of beginning; thence continuing S 00°10'05" E along said east line of Tract 37, 709.44 feet; thence S 00°04'56" E along the east line of Tract 37, 369.26 feet to Corner No. 8 thereof; thence N 89°54'58" W along the south line of Tract 37, 1323.40 feet to Corner No. 7 thereof; thence S 00°01'31" E along the east line of Tract 37, 1320.00 feet; thence S 89°48'26" W along the south line of Tract 37, 528.05 feet; thence S 89"54'12" W along the south line of Tract 37, 266.59 feet, to the section line between Sections 33 and 34; thence N 89°55'30" W along the south line of Tract 37, 525.57 feet to Corner No. 5 thereof; thence N 00°00'12" E along the west line of Tract 37, 1320.00 feet to Corner No. 4 thereof; thence East along the north line of Tract 37, 1320.00 feet to Corner No. 3 thereof; thence N 00°00'43" W along the west line of Tract 37, 1320.02 feet to Corner No. 2 thereof; thence S 89°51'21" E along the north line of Tract 37, 525.05 feet to the section line between Sections 27 and 28; thence East along the north line of Tract 37, 509.54 feet to a point marked by a brass cap, said point being 1605.76 feet West of Corner No. 1 of Tract 37; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to the point of beginning.

The tract of land herein described contains 154.52 acres, more or less.

GRANTORS do hereby transfer, convey and warrant to the GRANTEE, and its assigns all the GRANTORS' right, title and interest in the above described

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real property, together with all improvements and appurtenances thereon and thereunto appertaining and belonging. Spouses of GRANTORS, if any, by executing this instrument hereby release and waive any and all rights under and by virtue of homestead, dower, curtesy and community property exemption laws of the State of Arizona;

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

FURTHER, whereas Section 1 of the Act of August 28, 1965 (79 Stat. 584), providing for the establishment of the Hubbell Trading Post National Historic Site, authorizes the Secretary of the Interior to purchase additional land and interests in land as in his discretion are needed to preserve and protect the Post and its environs for the benefit and enjoyment of the public;

DKT 107 PAGE 25

NOW, THEREFORE, in consideration of the premises and the above recited sum of One Hundred Forty Thousand Dollars ($140,000.00) GRANTORS do hereby grant, bargain, sell, convey, confirm and warrant unto the United States of America, GRANTEE, and its assigns, an estate, interest and perpetual scenic easement in the following described real property of GRANTORS, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

Beginning at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence West along the north line of Tract 37, 1605.76 feet to a point marked by a brass cap; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N 69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to a point on the east line of Tract 37; thence N 00°10'05" W along the east line of Tract 37, 241.92 feet to the point of beginning.

The tract of land herein described contains 5.574 acres, more or less.

Said scenic easement to be a servitude upon the above described real property of the GRANTORS, and GRANTORS covenant on behalf of themselves, their heirs, successors and assigns, (said covenant to run with the land) with GRANTEE, and its assigns to do and refrain from doing upon GRANTORS said property the various acts herein set forth, it being hereby agreed and expressed that the doing and the refraining from said act, and each thereof,

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upon said property is and will be for the benefit of the United States of America, and the enjoyment of the public through the preservation of the scenic, natural and historic values of the Hubbell Trading Post National Historic Site, and will preserve the surrounding area in harmony with the historic significance of said site.

The restrictions hereby imposed upon the use of said property of the GRANTORS and the acts which GRANTORS covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. Permitting eh accumulation of any trash or foreign material which is unsightly or offensive.

2. Using the land for mining or industrial activity or for any purpose which would be in direct conflict with the preservation of a harmonious setting for the Hubbell Trading Post National Historic Site, except as may be authorized in writing on such terms and conditions deemed appropriate by the Director of the National Park Service, or his authorized representative.

It is the intention of the GRANTORS to erect, or cause to be erected, on said land a hotel or motel, a restaurant and appurtenant facilities usual thereto, and a laundromat. Nothing set forth in this scenic easement shall be construed as restricting the right of GRANTORS to erect such hotel, motel, restaurant and appurtenant facilities, and laundromat; EXCEPT that plans for such improvements shall be approved in advance by the Director of the National Park Service, or his duly authorized representative. Such approval shall not be withheld if said buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are harmonious with the Hubbell Trading Post National Historic Site and shall not be withheld merely because the proposed buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are not of the architectural style of the Hubbell Trading Post National Historic Site.

SUBJECT, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads, and pipelines, (2) that certain lease dated May 24, 1961 between Dorothy S. Hubbell, LaCharles Goodman Eckel and John Lorenzo Hubbell, lessors to California Oil Company of Texas, lessee, recorded in Docket 49, page 368, thereinafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1962, recorded in Docket 61, page 558; and thereinafter subleased back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, GRANTOR

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LaCharles Goodman Eckel, GRANTOR

Edwin B. Eckel, SPOUSE

John Lorenzo Hubbell, GRANTOR

Silvia Hubbell, SPOUSE

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LaCharles Goodman Eckel and Edwin B. Eckel, husband and wife, John Lorenzo Hubbell and Silvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/Colin K. Grant
Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA For (other word and number illegible)
Couty of Apache:

Wording in next four short lines is not legible enough for writing, numbers are OK. Attached copy for reference.

Dkt. 107 page 27

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EXCEPT, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads [illegible] lines, (2) that certain lease dated May 24, 1941 between Lorenzo D. Hubbell, LeCharles Goodman Fekel and John Lorenzo Hubbell, lessors, to California Oil Company of Texas, lessee, recorded in Docket 49, page 343, thereafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1948, recorded in Docket 61, page 513; and thereafter addressed back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, Grantor

LeCharles Goodman Fekel, Grantor

Edwin B. Fekel, Grantor

John Lorenzo Hubbell, Grantor

Silvia Hubbell, Grantor

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LeCharles Goodman Fekel and Edwin B. Fekel, husband and wife, John Lorenzo Hubbell and Silvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA, } ss.
COUNTY OF MARICOPA, }
I hereby certify that the within instrument was filed and recorded at ... P.
Docket No. 107 Page 23-27
at the request of Transamerica Title Ins. Co.
VIRGIL REAY, Recorder
By ... Deputy

Fee $1.00

DKT. 107 PGE 27

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OFFICE of the ATTORNEY GENERAL
Washington, D.C. 20530

October 28, 1968

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

My dear Mr. Secretary:

Re: File No. 33-3-275
Tract No.
County Apache State Arizona

An examination has been made of the machine copies of the title evidence and related papers pertaining to certain land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the deed.

The title evidence and accompanying data disclose valid title to be vested in the United States of America subject to the rights and easements noted in Schedule A attached hereto which your Department has advised will not interfere with the proposed use of the land.

The machine copy of the title evidence and related papers are retained by this Department.

Sincerely yours,

s/Ramsey Clark
Attorney General

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Recd. 11/21/68

SCHEDULE A

File No.: 33-3-275

Project: J. L. Hubbell Trading Post Historic Site located in Apache County, Arizona

Estate Acquired: Fee Simple and Scenic Easement

Acreage: 154.52 acres in fee and 5.574 acres for easement purposes.

Total Consideration: $140,000.00

The deed to the United States of America was executed by Dorothy S. Hubbell, a widow, et al., on April 28, 1967, filed for record on June 21, 1968, and recorded in Book 107, at page 25.

The title insurance policy No. S-1098-310 was prepared as of June 21, 1968, by Transamerica Title Insurance Company.

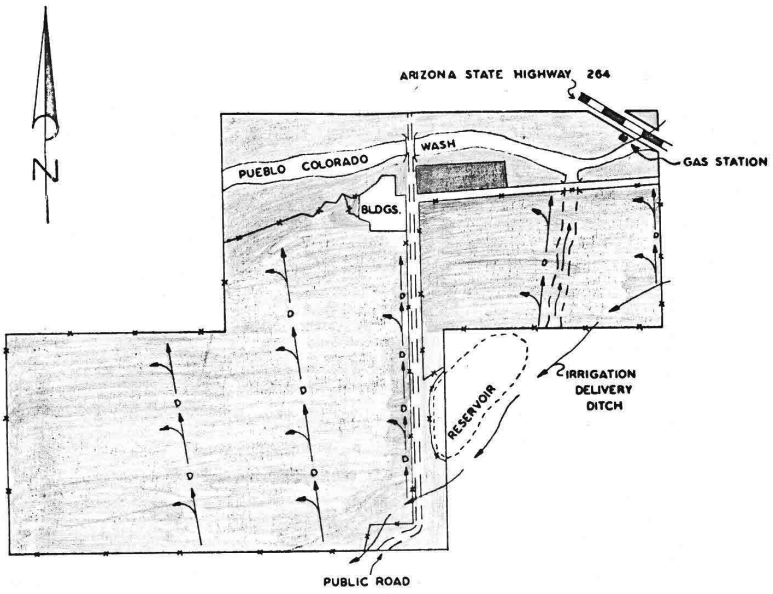
The title is subject to the following:

1. Existing easements for public roads, highways, railroads, pipelines, utilities, canals, ditches, flumes, telephone, telegraph and power transmission lines.

It is noted that the purchase price has not been paid.

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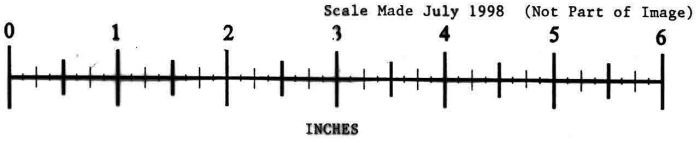


LEGEND

- BARBED WIRE FENCE
- DIRT IRRIGATION DITCH
- IRRIGATED LAND
- UNDEVELOPED LAND
- TRIBAL LAND

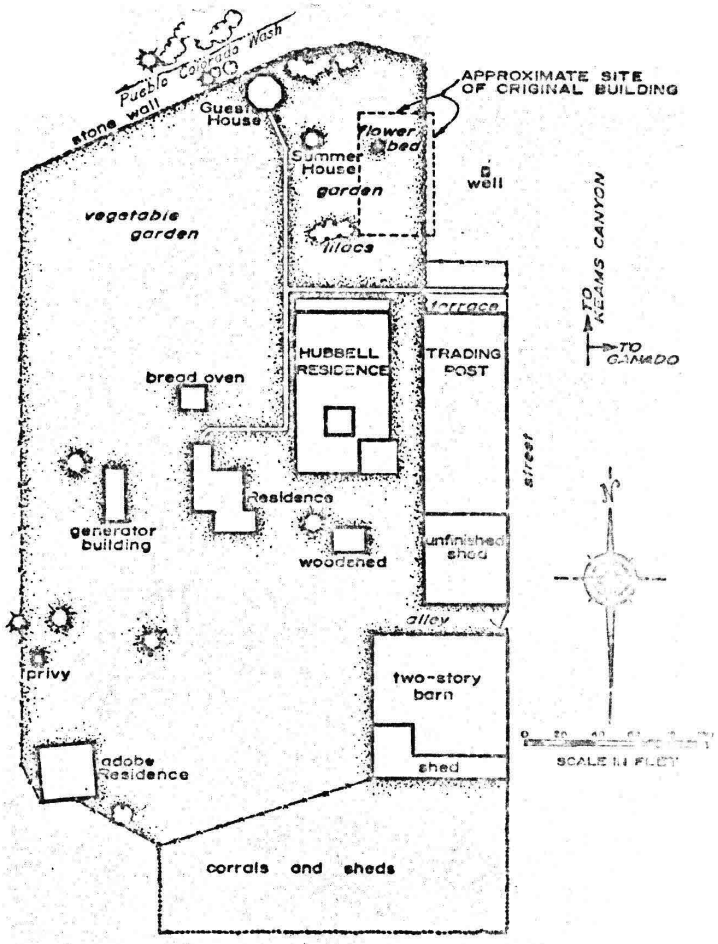
WESTERN FARM MANAGEMENT COMPANY PHOENIX, ARIZONA		
APPRAISAL MAP FOR NATIONAL PARK SERVICE ON HUBBELL TRADING POST TWP. 27 N. RGE. 26 E. TRACT 37		
2-2-66	SCALE 0 660'	CAE-RWM

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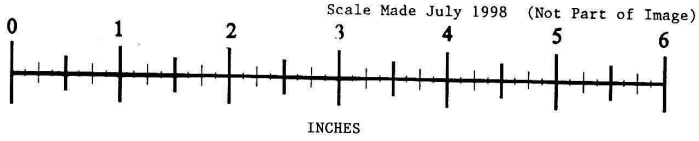
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BUILDINGS & GROUNDS LAYOUT
J.L.HUBBELL TRADING POST
ARIZONA

#6

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LAWRENCE A. BREWER & ASSOCIATES
Consulting Engineers

909 W. APACHE, FARMINGTON, NEW MEXICO
MAILING ADDRESS: P. O. BOX 2079
PHONE 505-327-9944

October 19, 1966

MEANDER TRACT DESCRIPTION

Hubbel Trading Post National Historic Site

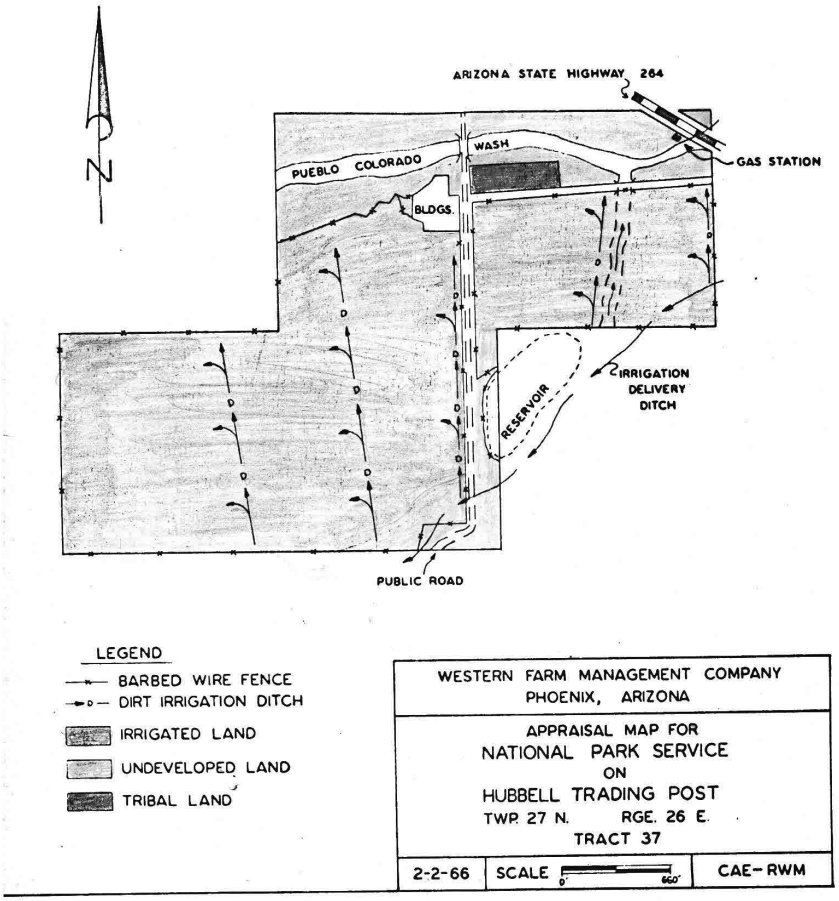
Beginning at Corner No. 1 of Tract 37, T. 27 N., R. 26 E., Gila & Salt River Meridian;

Thence, West 1605.76 feet along the north boundary of said Tract 37,
Thence, S 15°38' E, 50.88 feet to a point on the north bank of the Pueblo Colorado River,
Thence, S 78°31'24" E, 200.03 feet along the north bank of said river,
Thence, N 69°09'39" E, 125,60 feet along the north bank of said river,
Thence, S 89°48'15" E, 198.77 feet along the north bank of said river,
Thence, S 53°30'05" E, 250.97 feet along the north bank of said river,
Thence, S 83°42'08" E, 544.33 feet along the north bank of said river,
Thence, N 60°03'41" E, 207.33 feet to a point which bears S30°03'W, 50.00 feet from the centerline of Navajo Route 3,
Thence, S 59°57' E, 183.00 feet along a line parallel to the centerline of said Navajo Route 3 to the east boundary of said Tract 37,
Thence, N 00°10'05" W, 241.92 feet to Corner No. 1, the point of beginning, containing 5.574 acres more or less all in Apache County, Arizona.

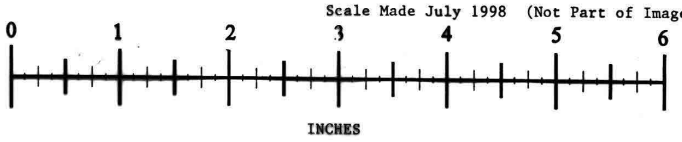


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909 W. APACHE, FARMINGTON, NEW MEXICO
MAILING ADDRESS: P. O. BOX 2079
PHONE 505-327-9944

October 19, 1966

SUMMARY OF PROCEDURE UTILIZED TO RESTORE BOUNDARY LINES
OF
HUBBEL TRADING POST NATIONAL HISTORIC SITE
GANADO, ARIZONA

Arrived at Ganado on September 24, 1966.

1. Discussed survey work as outlined in basic Proposal dated September 12, 1966 including additional requirements as follows:
   A. Determine if property lies in S½SW¼, Section 27, NE¼ of NE¼, Section 33, and NW¼ NW¼ Section 34, T. 27 N., R 26 E., G.& S.R.M.
   B. That Point of Beginning, Corner No. 1 can indeed be N 50°26' E, a distance of 2741.39 feet from the section corner common to Sections 27, 28, 33, & 34.
   C. Location of Indian Route No. 3 (Arizona 264).
   D. Location of Access Roads to trading post.
   E. Location of the banks of the Pueblo Colorado Wash.
   (The above data is shown on Plat submitted October 14, 1966.)
2. Obtained maps and notes from John Cook, N.P.S. Superintendent including;
   A. G.L.O. plats and notes.
   B. F. M. Limbaugh Topo
   c. 2 Sketches showing Day School and proposed lease area in NE Corner of Subject Property.
3. Visited several existing G.L.O. brass caps with John Cook and Bob Kelly.
4. Utilized several survey markers (wooden stakes) apparently set by Limbaugh for aerial survey purposes and by stadia found existing corners #2 and #8. Took solar observation at Correction Corner on north boundary between Sections 27 & 28. Ran random line along north boundary to set temporary Corner No. 1.

September 25, 1966

1. Occupy temporary hub set on line between north boundary Correction Corner and ¼ Corner between Sections 27 & 28 and site existing Correction Corner on south boundary of subject property between Sections 33 & 34. Find said south Correction Corner to be on "line" with north Correction Corner and ¼ Corner

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between Sections 27 & 28. Took solar observation and found true bearing of this line to be S 0°01'50" E. G.L.O. plat shows this line to be S 0°02' E, therefore the bearing of line between Sections 27 & 28 and between 33 & 34 as used for restoration is S 0°02' E.

2. Run random traverse from said ¼ Corner south across Pueblo Colorado River and tie in position of existing Corner No. 8 and set temporary stakes at Corners 4, 6, & 7 and tie in position of south Correction Corner.

September 27, 1966 (IN Farmington Office)

Recheck solar calculations and calculate random traverse from ¼ Corner to south Correction Corner. Plot entire property as surveyed and platted by G.L.O. Surveyor, Fredrick C. Miller, during August, September and October, 1915.

Original survey notes were used to determine the method of restoration of the corners (Nos. 1-8) of J. L. Hubbel's homestead entry, now Tract 37 of T. 27 N., R. 26 E., Gila and Salt River Meridian. F. C. Miller's survey notes indicate that Corner No. 3 of Tract 37 was in fact the common corner between Sections 27, 28, 33 and 34 prior to the correction survey in 1915.

The 1915 survey notes and resurvey plat of said Township indicate that 28 brass caps were set in 1915 along the boundaries of said Tract 37.

9 are actual tract corners (8 at corners & 1 bisecting the south boundary)
9 are correction corners on Section lines and on 1/16th and 1/64th lines
3 are combined correction and meander line corners on the banks of the Pueblo Colorado River.
3 are meander corners on the banks of said river.
4 are meander corners on the North Boundary of the South Side Canal.

The following Lots established by the G.L.O. resurvey in 1915, adjoin Tract 37, T. 27 N., R. 25 E., G. & S.R.M.

NORTH & EAST
Lots 24, 25, 26, 27, 28, 33, 34 and 35, Section 27, T. 27 N., R. 26 E., G. & S.R.M.

EAST & SOUTH
Lots 1, 2 and 3, Section 34, T. 27 N., R. 26 E., G. & S.R.M.

SOUTH & WEST
Lots 1, 8, 9, and 10, Section 33, T. 27 N., R. 26 E., G. & S.R.M.

WEST & NORTH
Lots 13, 14, and 19, Section 28, T. 27 N., R. 26 E., G. & S.R.M.

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Hubbel Trading Post Survey Summary Continued. October 19, 1966

September 29, 1966 (At Ganado, Arizona)
Commence restoration of Corners 3, 4, 5, 6, and 7 by using existing south Correction Corners. Retrace old survey lines and look for bearing trees described in notes (bearing tree for Corner No. 3 was found). Establish Corners of "Day School Tract" including "Witness Corners" and brass cap 10' north of SW Corner.

September 30, 1966 (At Ganado, Arizona)
Encountered problems in Restoration - A portion of which are listed below:

A. The existing brass caps along the south line are not on a true "East-West" Line.
B. Corner No. 8 is north and east of correct position.
C. North Correction Corner on north boundary of Tract 37 is south of correct position with respect to ¼ Corner between Sections 27 & 28 and said north Correction Corner is north of correct position with respect to south Correction Corner between Sections 33 and 34.
D. Re-established north boundary is south of correct position with respect to existing 1/64 Corner (660' East and 660' South of said ¼ Corner).

Surveyed meander line along the north bank of Pueblo Colorado River for "Meander Tract".

October 4, 5, & 10, 1966 (In Farmington Office)
Set up co-ordinate grid to establish position of all existing brass caps relative to each other. Calculate "Meander Tract" boundaries, location of Navajo Route 3 and access roads.

October 12, 1966 (At Ganado, Arizona)
Survey crew returned to complete random surveys and look for additional brass caps. Deliver preliminary plat to John Cook. Obtain Standard Oil Co. lease description. Discuss revised boundaries of "Meander Tract" at Corner No. 1.

October 13 & 14, 1966 (In Farmington Office)
Complete co-ordinate determination for all existing brass caps. Set up co-ordinate's for all corners on the basis of the original 1915 survey notes and plat. The methods utilized for restoration were as follows:

A. Rules regarding restoration of lost or obliterated corners as set forth by the U. S. Dept. of the Interior, Bureau of Land Management, state that "Existing original corners shall remain fixed and are unchangeable; and that lost or obliterated corners must be restored to their original locations from the best available evidence of the official survey in which such corners were established."

B. The line between South Correction Corner on south boundary of Tract 37 and ¼ Corner between Sections 27 and 28 as basis for east-west restoration.

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Hubbel Trading Post Survey Summary Continued. October 19, 1966

C. By proportioning the north-south distance between said South Correction Corner, and said ¼ Corner with respect to other existing corners as the basis for north-south restoration.

THEREFORE:

1. The true bearing and distance between existing corners is therefore as it exists,
2. The true bearing and distance between an existing corner and a restored corner is as proportioned, and
3. The true bearing and distance between restored corners is as proportioned.

The location of the "Day School Tract" was established by the description furnished. No corners were found during establishment of said corners.

The "Meander Tract" was established by John Cook and myself in the field with corners set and surveyed accordingly.

The location of Navajo Route 3 (Arizona 264) was established by determing the the centerline of the existing pavement and bridge. The centerline bearing determined in the above manner coincides exactly with the center line bearing shown on the several plats furnished by John Cook.

The proper legal description of the Hubbel Trading Post, National Historic Site should be:

Tract 37, T. 27 N., R. 25 E., G. & S.R.M.
In Apache County, Arizona.
As resurveyed by the general land office
in 1915, platted, approved, and filed
for record by the general land office in
Washington D.C. on June 20, 1917.

It may or may not be advisable to include a "metes and bounds" description of this restoration survey since it is in fact based on the 1915 survey and the plats, notes and existing corners resulting therefrom.

Lawrence A. Brewer
Reg. P.E. & L. S. Arizona
P.E. No. 4985
L.S. No. 4990

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
3022 Federal Building
Phoenix Arizona 85025

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
JUN 28 1965
National Park Service
Surname | Date
Regional Director
Operations
Administration
Files

June 24 1965

Memorandum

To: John Kell, Regional Chief of Lands, National Park Service, Southwestern Region, Box 728, Santa Fe, New Mexico 87501

From: Manager, Arizona Land Office

Subject: Documents and records on lands patented to John Lorenzo Hubbell

Enclosed are the copies of the documents (Executive Order of January 6, 1880; Letter from Director, BLM, dated August 5, 1960; Railroad Relinquishment dated November 30, 1917; and current status plat and historical index sheet of T. 27 N., R. 26 E.) requested by phone June 22, 1965.

Roy Thelmandeller

Enclosures 5

Received with SWRO memo dated 7/1/65

L 58 Ariz
Hubbell

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5.036-17
Phoenix Homestead
F. C. 154
Patent 2655
Patent 603857

AUG. 5 1960

Certified Mail
Return Receipt Requested
Air Mail

Mrs. Roman Hubbell
J. L. Hubbell Trading Post
Ganado, Arizona

Dear Mrs. Hubbell:

This responds to your letter of July 20, 1960, with enclosures, including original patent 603857, and also a copy of a letter dated June 20, 1960, from the Delta Surveying Co., to the Standard Oil Company of California, concerning the description of the lands patented to John Lorenzo Hubbell under the above entries.

Our records show that on May 21, 1907, John Lorenzo Hubbell made homestead entry Phoenix No. 811, for the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E., Gila and Salt River Meridian, Arizona, containing 160 acres, and on July 9, 1907, submitted final proof thereon. Final certificate No. 154 issued on July 26, 1907, and through a clerical error the lands were described therein as the S½SW¼ sec. 27, NE¼NE¼ sec. 23, and the N½NW¼ sec. 34, T. 27 N., R. 26 E. On July 14, 1909, patent 2655 was issued. This entry was based on the plat of survey of July 14, 1906, for the township. The patent followed the final certificate and erroneously described the land as being in sec. 23 instead of sec. 33. By letter "B" of September 11, 1917, the above patent was canceled and on October 17, 1917, patent No. 603857 was issued to correct the above error and properly described the lands as the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E. The canceled original patent 2655 is on file here with the case record.

An independent resurvey for T. 27 N., R. 26 E., G. & S. R. Meridian, with a tract segregation, was approved on June 20, 1917. This plat shows the patented J. L. Hubbell homestead has been segregated and is referred to on the plat as Tract 37. The metes and bounds

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5.05d-1F
Phoenix F.C. 154

description of this homestead are on file here in volume 138 of the Arizona field notes, at pages 597, 599, 601, 603, 605, 607, 609. The lands so segregated represent the actual position of the legal subdivisions embraced in the Hubbell patent in the terms of the plat of the original survey approved July 14, 1906. The independent survey did not affect, in any way, the position or description of the patented lands in the township.

When lands are granted according to an official plat of the survey of such lands, the plat, itself, with all its notes, lines descriptions and landmarks, becomes as much a part of the patent by which the lands were conveyed as if such descriptive features were written out on the face of the patent. See Cragin v. Powell, 128 U. S. 691.

When a patent has issued in conformity with the record upon which the right to the patent is predicated, and has been signed, sealed, and recorded, the title to the land has passed and our office is without further jurisdiction over the patent. See United States v. Schurz (102 U. S. 378), Wright-Blodgett Company (36 L. D. 238), Amos D. Buhl (52 L. D. 262), and Karl A. P. Loyning (53 L. D. 479).

Accordingly, the lands conveyed are properly described in the patent No. 603857 dated October 17, 1917. The issuance of a new and corrected patent would not be proper, as there is no amendment question involved.

If certified photostatic copies of the official copy of this letter, also the original plat of survey of 1906, the plat of independent resurvey of 1917, and the pertinent field notes, are obtained and recorded on the county records, there would be no doubt as to the description of the patented land and its location on the ground.

If you desire certified copies, they may be obtained upon request from this Bureau for a fee of $1 per page.

Original patent 603857 is herewith returned.

Sincerely yours,

WJDorasavage:okm 8/5/60

For the Director:

William J. Dorasavage

Copy to: FS reading file
Permanent file
Mr. Smith, BIA, Wash., D. C.

Enclosure

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1491799-2

C O P Y

Executive Mansion

January 6th 1880

It is hereby ordered that the following described country lying within the boundaries of the Territories of New Mexico and Arizona, viz:

Commencing in the middle of the channel of the San Juan River, where the east line of the Navajo Reservation in the Territory of New Mexico as established by the treaty of June 1, 1868(15 Stat. 667)crosses said river; thence up and along the middle channel of said river to a point fifteen miles due east of the eastern boundary line of said reservation; thence due south to a point due east of the present southeast corner of said reservation; thence due south six miles; thence due west to the one hundred and tenth degree of west longitude; thence north along said degree to the southwest corner of said reservation in the territory of Arizona, as defined by Executive Order, dated October 29th 1878, be and the same is hereby withdrawn from sale and settlement and set apart as an addition to the present Navajo Reservation in said Territories.

R.B. Hayes.

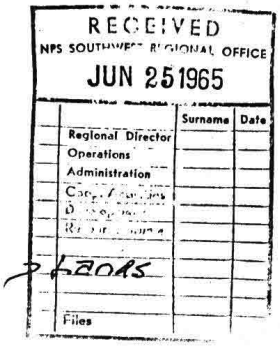
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Apache Title Company
P. O. Box 427
St. Johns, Arizona
Telephone 337-4941

22 June 1965



Mr. John Kell
Box 728
Santa Fe, New Mexico

Dear Mr. Kell:

Re: J. L. Hubbell Trading Post

Pursuant to our telephone conversation, I have checked the Apache County Assessor's office and find the following lands are assessed to J. L. Hubbell Trading Post, Inc.:

NE 1/4 NE 1/4 Sec. 33 - 40 acres
NW 1/4 NW 1/4 Sec. 34 - 40 acres
S 1/2 SW 1/4 less 3.07 Acres to U. S. A. in Sec. 27
All in Township 27 North, Range 26 East. - 97 acres.

The Assessor's plat book shows a portion in the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 28 - Tract #37 - T27N, R26E. However,there is nothing assessed to above in Sec. 28 and we didn't take time to try to check this out.

If we can be of further assistance to you,please advise. Might add that we checked the assessment 10 years ago on Hubbells and find same land listed so the Hubbells have paid taxes on all of above for at least ten years.

Very truly yours,
Wanda G. Hall
Wanda G. Hall,
Secretary.

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STATE OF ARIZONA, County of Apache, ss FEE NO. 31053
The within instrument was filed and recorded Sept. 19, 1963 at 10:30 A.M.
in Docket No. 61 Page 558 at the request of Ryley, Carlock & Ralston
VIRGIN HEAP, Recorder By Deputy 5712-L

ASSIGNMENT OF LEASE AND LEASEHOLD ESTATE

DKT 61 PAGE 558

This Assignment of Lease and Leasehold Estate, made as of the 30th day of June, 1962, by CALIFORNIA OIL COMPANY, a California corporation, doing business as STANDARD OIL COMPANY OF TEXAS (herein called "Assignor"):

WITNESSETH:

1. For and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, receipt of which is acknowledged, Assignor hereby sells, assigns, transfers and sets over unto PETROLEUM FACILITIES, INC., a Delaware corporation, (herein called "Assignee"), its successors and assigns, the Leasehold Estate created by that certain written Lease Agreement dated May 24, 1961, between Dorothy S. Hubbell, John Lorenzo Hubbell and LaCharles Goodman Eckel, as Lessor, and Assignor, as Lessee, which is recorded in the office of the County Recorder of Apache County, Arizona, in Docket 49, at page 368-372 thereof, together with said written Lease Agreement and all of the terms and provisions thereof, which Lease and Leasehold Estate covers the real property described therein.
2. Assignor warrants the title to said leasehold and to said realproperty against all persons whomsoever, subject to all exceptions shown in Policy of Title Insurance, No. S-1055-306-L, dated November 24, 1961, issued to Assignor by Phoenix Title & Trust Company, and warrants that said Lease is in full force and effect and that Assignor is not in default thereunder.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CALIFORNIA OIL COMPANY, a corporation, doing business as STANDARD OIL COMPANY OF TEXAS

By H. L. Purdy
Attorney-in-Fact
Assignor

STATE OF COLORADO
COUNTY OF DENVER

On this the 8th day of Oct, 1962, before me Opise Gaudreault, the undersigned officer, personally appeared H. L. PURDY, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact for California Oil Company, a corporation, dba Standard Oil Company of Texas, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

My commission expires
OPISE GAUDREAULT
Notary Public in and for the State of Colorado, residing at Denver, Colo. My Commission expires January 27, 1965

Opise Gaudreault
Notary Public

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Assignment of Lease and Leasehold Estate
Fee # 31053 9-19-65 10:30 A.M.
Dkt 61, Page 558, Virgie Hay, Recorder
by Mary Chavez, Deputy

Lease (Gasoline)

Date May 28, 1961

DKT 49 PAGE 368

1. DOROTHY S. HUBBELL, JOHN LORENZO HUBBELL, and LaCHARLES GOODMAN
EXCEL

Lessor, hereby leases to CALIFORNIA OIL COMPANY, a California Corporation, d b a STANDARD OIL COMPANY OF TEXAS, Lessee, for the term commencing on the 1st day of OCTOBER, 19 61, and ending on the 30th day of SEPTEMBER, 19 71, the following described premises near GANADO, County of APACHE, State of ARIZONA:

Description of 2 parcels in the SW¼, Section 27, T. 27 N., R. 26 E., G&SRB&M, Apache County, Arizona

Parcel 1

Commencing at a point of intersection of the North Line of ~~the J. L.~~ Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55'W., along ~~said~~ North line, ~~100.15 feet~~ to the true point of beginning; thence ~~continuing N.~~ 89° 55'W., along said North line, 100.15 feet; ~~thence N. 29° 58' W., 100.00 feet; thence S. 59° 58' E., 179.38 feet~~ to the true point of beginning.

Parcel 2

Commencing at a point of intersection of the North line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 200.30 feet to the true point of beginning; thence S. 30° 02' W., 187.55 feet; thence N. 89° 19' 12" E., 355.47 feet; thence N. 30° 02' E., 6.00 feet; thence N. 59° 58' W., 305.61 feet to the true point of beginning.

Parcel 3

Commencing at a point of intersection of the North Line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 100.15 feet to the true point of beginning; thence continuing N. 89° 55' W., along said North line 100.15 feet; thence S. 59° 58' E., 305.61 feet; thence N. 30° 02' E., 50.00 feet; thence N. 59° 58' W., 218.83 feet to the true point of beginning.

2. Lessee agrees to pay Lessor rental for the use and occupancy of the leased premises as follows:

On or before the 15th day of each and every month, commencing on the 15th day of November, 1961, the sum of one (1¢) cent for each gallon of gasoline delivered to the leased premises during the preceding calendar month, but not less than One Hundred Twenty and No/100 Dollars ($120.00) monthly. Provided, however, that in each year commencing on the 1st day of November, and ending on the 31st day of October, during the term of this agreement, in which deliveries of gasoline exceed 180,000 gallons, then Lessee agrees to pay Lessor on or before the 15th day of December, following the end of each such year, an additional rent in the sum of one (1¢) cent for each gallon so delivered in excess of 180,000 gallons during each such year. Lessee shall, at Lessor's request, rendor Lessor such statement showing the amount of gallons so delivered during each year as will permit Lessor to determine the basis of any payment made under this provision.

provided, however, that no rentals shall be due and payable hereunder until the date on which the leased premises are delivered over to Lessee free and clear of all improvements except such as may be covered by this lease or belong to Lessee.

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3. Lessee shall have the right during the term of this lease to occupy and use the leased premises for any ~~lawful~~ purposes whatsoever. Lessee shall further have the right during its occupancy to rearrange or remodel any improvements, trade or other fixtures, structures, buildings, or equipment on said leased premises; to construct and maintain on the leased premises such buildings, structures, improvements or equipment as Lessee may desire; and to remove the same or any part thereof at will; and to cut curbs, construct roadways and use sidewalks for vehicles to pass to and from the leased premises.

4. If, during the term hereof, or any extension thereof, Lessee shall default in the payment of rental or in the keeping or performing of any other term, covenant or condition herein contained to be kept or performed by Lessee, and if such default shall continue uncured for a period of fifteen (15) days after receipt of written notice from Lessor specifying said default, Lessor shall have the right, at Lessor's election, to declare this lease at an end, or to re-enter the leased premises and eject all parties in possession thereof therefrom, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Lessor by law or by this lease. Upon the expiration of the term of this lease or any extension thereof, or any sooner termination of Lessee's tenancy of the premises, Lessee agrees to quit and deliver up possession of the leased premises to Lessor.

5. In the event it shall be or become unlawful to operate a service station upon the leased premises, or if it shall be or become unlawful for Lessee to erect or maintain any particular structure or equipment on the leased premises, or to store thereon or to sell therefrom gasoline or other products of petroleum, or other goods marketed generally by Lessee; or any part of the leased premises or the approaches thereto are condemned or changed by public authority; or if any highway or street change is made diverting or re-routing traffic away from the leased premises, so that it shall become impracticable or unprofitable in Lessee's opinion to construct, maintain, or operate a business on the leased premises, then Lessee shall have the right to terminate this lease by giving Lessor ten (10) days' notice in writing of such termination. If, as a result of causes other than those hereinabove set out, such as earthquake, fire, flood, strikes, riot, insurrection, or other similar causes which are beyond the control of Lessee, the leased premises shall become unusable, from a practical standpoint, for business purposes for a period of thirty (30) days, consecutive or longer, then Lessee may, effective on the date of the happening of any such event, suspend all rental payments hereunder until the leased premises are again so usable.

6. Lessee shall have the right at any time during Lessee's occupancy, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures and equipment, placed by it, or by its predecessor in interest, in, under, or upon the leased premises, or acquired by Lessee whether before or during the term hereof, but Lessee shall not be obligated to do so.

7. Lessee shall pay any taxes levied or assessed during the term of this lease on any buildings, equipment or facilities located on the leased premises while such buildings, equipment or facilities are owned by Lessee. All other real or personal property taxes or assessments, including all street improvements or other special taxes or assessments, shall be paid by Lessor.

8. Lessee, while in possession, shall have the prior right, to be exercised by it or by its nominee, to buy the whole or any part of the leased premises ~~or any larger parcel of which the leased premises are a part~~. If Lessor receives from a third party an acceptable bona fide offer to buy such property, Lessor shall forthwith give Lessee written notice thereof together with a copy of such offer. Lessee or its nominee shall have sixty (60) days from the receipt of such notice and offer to buy such property at the terms of such offer relating to such property, or at such lesser terms as Lessor and Lessee or its nominee may agree upon. If Lessee or its nominee fails to exercise this option and Lessor sells such property to a third party, such sale shall be made subject to the terms and provisions of this lease including, but without limiting the generality of the foregoing, the provisions of this paragraph. Lessee agrees to notify Lessor in writing of any nominee designated for the purpose of this paragraph, and warrants that such nominee will be financially responsible; Lessor agrees to recognize and accept any such designation of nominee for the purpose of this paragraph.

9. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only and upon all the terms, covenants and conditions hereof.

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BKT 49 PG 370

indictment and any action for the enforcement thereof against Lessee, and any breach, violation, or default with respect thereto by Lessee shall entitle Lessor to terminate this lease forthwith by giving Lessee written notice of such termination, and no waiver by Lessor of any breach, default, violation or failure shall be a waiver of any other or continuing or subsequent breach, violation or failure. No alteration or modification of any of the terms of paragraph 4 hereof, including without limiting the generality of the foregoing, any change in the amount of rental payable hereunder, or any extension of the term hereof shall constitute or be construed to constitute the making of a new or different lease between the parties hereto.

11. If a Chain Store Tax or law is hereafter imposed upon Lessee by any governmental authority, or any similar charge, whereby Lessee is prohibited by statute, ordinance, court decision, injunction, or other form of law, from using the leased premises for business purposes, or for subleasing for any such purposes, Lessee may terminate this lease at any time on ninety (90) days' notice to Lessor, served after such tax or charge, statute, ordinance, court decision, injunction, or other form of law, is served upon Lessee.

12. Lessee shall have the right to terminate this lease at any time during the term hereof, or any extension thereof, by giving Lessor thirty (30) days' written notice of Lessee's intention so to do. Lessee may assign this lease and may sublet the premises or enter into any form of operating agreement with third persons during the term of this lease, including any extensions thereof, however, in the event of assignment or subletting, Lessee shall remain liable for payment of rentals and taxes (to the extent taxes are to be paid by Lessee) in the event of default by the Assignee or Sub-Tenant in making such payment, or either of them.

13. Lessee shall have the option to extend this lease for a further period of Five (5) years from the date of expiration of the term hereof, and thereafter for Five (5) years, upon all the terms, covenants and conditions of this lease. Should Lessee elect to exercise any or all of the options herein granted, Lessee shall give Lessor notice in writing of its intention so to do at any time prior to the expiration of the term or terms hereof, and upon the giving of such notice this lease shall be extended as above provided.

14. All rentals payable hereunder shall be paid to DOROTHY S. HUBBELL unless and until Lessor shall designate some other party to receive said rentals.

15. Written notices to Lessor hereunder shall be addressed to Lessor at Hubbell Trading Post, Ganado, Arizona.

16. Written notice to Lessee hereunder shall be addressed to Lessee at P. O. BOX 862, EL PASO, TEXAS, All notices shall be deposited in the United States Post Office, properly addressed as aforesaid, postage fully prepaid, for delivery by registered mail.

17. Execution of this lease by Lessor constitutes an offer which shall not be deemed accepted by Lessee until Lessee has executed this lease and delivered a duplicate original thereof to Lessor. There is no understanding or agreement, expressed or implied, on any of the subjects referred to in this lease other than this written lease itself.

18. This lease shall bind and inure to the benefit of the successors and assigns of Lessee, and shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor.

IN WITNESS WHEREOF, these presents are hereby signed in triplicate by the parties hereto.

Dorothy S. Hubbell

John S. Hubbell

LaCharles Goodman Cahill
Lessor

APPROVAL

Prepared By: L.A.R.

Checked By:

Sent Notice, Mailed & Posted

Other Attorneys

Tax Computed

Tax Checked

CALIFORNIA OIL COMPANY, a California Corporation
d/b/a STANDARD OIL COMPANY OF TEXAS, Lessee

BY:

OPERATIONS MANAGER

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ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS:
COUNTY OF APACHE)

The foregoing instrument was acknowledged before me this 16th day of June, 1961, by DOROTHY S. HUBBELL, and JOHN LORENZO HUBBELL.

Ruby V. Taylor
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:
Sept 18-1964

DKT 49 PAGE 371

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DKT 49 PG 372

STATE OF COLORADO)
COUNTY OF Denver) ss.

On this 2nd day of _____, 19 61, before me personally appeared (Mrs.) RACHAEL S. CORTRIGHT, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal the day and year last written.

_____
Notary Public

My Commission Expires:
_____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 1961, by W. H. Black, Operations Manager of CALIFORNIA OIL COMPANY, a California Corporation, on behalf of said corporation.

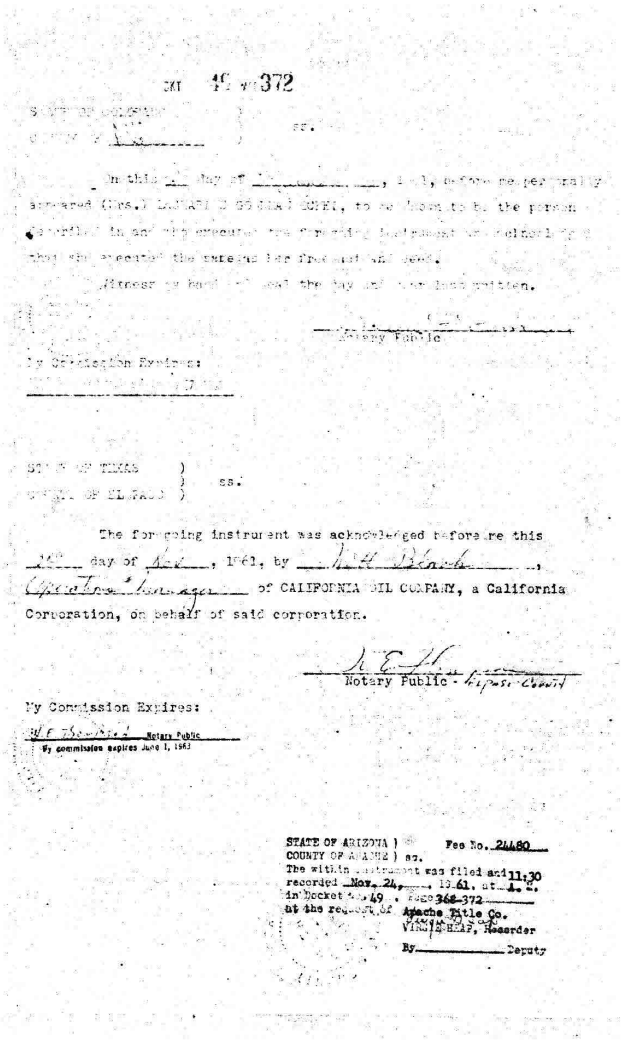
R. E. Thompson
Notary Public - El Paso County

My Commission Expires:
R. E. Thompson Notary Public
My commission expires June 1, 1963

STATE OF ARIZONA)
COUNTY OF APACHE) ss.
The within instrument was filed and recorded Nov. 24, 1961, at 4 P.M. in Docket No. 49, Page 372 at the request of Pacific Oil Co.
Virgil Hill, Recorder
By _____ Deputy

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OR 49 PG 372

STATE OF [illegible])
COUNTY OF [illegible]) ss.

On this [illegible] day of [illegible], 19[illegible], before me personally appeared (Mrs.) [illegible], to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free and act and deed.

Witness my hand and seal the day and year last written.

[illegible]
Notary Public

My Commission Expires:

[illegible]

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of Nov., 1961, by W. H. Black, Operations Manager of CALIFORNIA OIL COMPANY, a California Corporation, on behalf of said corporation.

W. E. Hill
Notary Public - El Paso County, Texas

My Commission Expires:

W. E. Hill Notary Public
My commission expires June 1, 1963

STATE OF ARIZONA)
COUNTY OF APACHE) ss.
The within instrument was filed and recorded Nov. 24, 1961, at 11:30 A. M. in Docket 49, page 368-372 at the request of Apache Title Co.
VINNIE HEAP, Recorder
By _____ Deputy

Fee No. 24480

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May 24, 1961

OKT 49 PAGE 368

Lease (Indian)

Date May 24, 1961

ROBERT J. HUBBELL, JOHN LOCKE HUBBELL, and LOUISE HUBBELL GOODMAN

AGENT

Lessor, hereby leases to CALIFORNIA OIL COMPANY, a Delaware Corporation,

SUCCESSOR TO STANDARD OIL COMPANY OF UTAH, Lessee,

for the term commencing on the 1st day of OCTOBER, 19 61,

and ending on the 30th day of SEPTEMBER, 19 71, the following

described premises near WINDOW ROCK, County of APACHE, State of

ARIZONA:

Description of 2 parcels in the SW¼, Section 27, T. 27 N., R. 29 E., G.&S.R.M., Apache County, Arizona

Parcel 1

~~Commencing at a point of intersection of the North Line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 100.15 feet to the true point of beginning; thence continuing N. 89° 55' W., along said North line, 100.15 feet; thence S. 0° 55' W., 100.00 feet; thence S. 89° 55' E., 100.15 feet to the true point of beginning.~~

XS 7.
Rec
M.N.B.

Parcel 2

Commencing at a point of intersection of the North line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 200.30 feet to the true point of beginning; thence S. 30° 02' E., 167.55 feet; thence N. 89° 19' 12" E., 395.41 feet; thence N. 30° 02' W., 3.00 feet; thence N. 59° 50' W., 305.61 feet to the true point of beginning.

Parcel 3

Commencing at a point of intersection of the North Line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 100.15 feet to the true point of beginning; thence continuing N. 89° 55' W., along said North line 100.15 feet; thence S. 59° 50' E., 705.61 feet; thence N. 30° 02' E., 50.00 feet; thence N. 59° 50' W., 213.53 feet to the true point of beginning.

2. Lessee agrees to pay Lessor rental for the use and occupancy of the leased premises as follows:

On or before the 15th day of each and every month, commencing on the 15th day of November, 1961, the sum of one (1¢) cent for each gallon of gasoline delivered to the leased premises during the preceding calendar month, but not less than One Hundred Twenty and No/100 Dollars ($120.00) monthly. Provided, however, that in each year commencing on the 1st day of November, and ending on the 31st day of October, during the term of this agreement, in which deliveries of gasoline exceed 120,000 gallons, then Lessee agrees to pay Lessor on or before the 15th day of December, following the end of each such year, an additional rent in the sum of one (1¢) cent for each gallon so delivered in excess of 120,000 gallons during such year. Lessee shall, at Lessor's request, furnish Lessor such statement showing the amount of gallons so delivered during such year as will permit Lessor to determine the basis of any payment made under this provision.

provided, however, that no rentals shall be due and payable hereunder until the date on which the leased premises are delivered over to Lessee free and clear of all improvements except such as may be covered by this lease or belong to Lessee.

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3. Lessee shall have the right during the term of this lease to occupy and use the leased premises for any ~~lawful~~ service station purposes whatsoever. Lessee shall further have the right during its occupancy to rearrange or remodel any improvements, trade or other fixtures, structures, buildings, or equipment on said leased premises; to construct and maintain on the leased premises such buildings, structures, improvements or equipment as Lessee may desire; and to remove the same or any part thereof at will; and to cut curbs, construct roadways and use sidewalks for vehicles to pass to and from the leased premises.

4. If, during the term hereof, or any extension thereof, Lessee shall default in the payment of rental or in the keeping or performing of any other term, covenant or condition herein contained to be kept or performed by Lessee, and if such default shall continue uncured for a period of fifteen (15) days after receipt of written notice from Lessor specifying said default, Lessor shall have the right, at Lessor's election, to declare this lease at an end, or to re-enter the leased premises and eject all parties in possession thereof therefrom, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Lessor by law or by this lease. Upon the expiration of the term of this lease or any extension thereof, or any sooner termination of Lessee's tenancy of the premises, Lessee agrees to quit and deliver up possession of the leased premises to Lessor.

5. In the event it shall be or become unlawful to operate a service station upon the leased premises, or if it shall be or become unlawful for Lessee to erect or maintain any particular structure or equipment on the leased premises, or to store thereon or to sell therefrom gasoline or other products of petroleum, or other goodsmarketed generally by Lessee; or any part of the leased premises or the approaches thereto are condemned or changed by public authority; or if any highway or street change is made diverting or rerouting traffic away from the leased premises, so that it shall become impracticable or unprofitable in Lessee's opinion to construct,maintain, or operate a business on the leased premises, then Lessee shall have the right to terminate this lease by giving Lessor ten (10) days' notice in writing of such termination. If, as a result of causes other than those hereinabove set out, such as earthquake, fire, flood, strikes, riot, insurrection, or other similar causes which are beyond the control of Lessee, the leased premises shall become unusable, from a practical standpoint, for business purposes for a period of thirty (30) days, consecutive or longer, then Lessee may, effective on the date of the happening of any such event, suspend all rental payments hereunder until the leased premises are again so usable.

6. Lessee shall have the right at any time during Lessee's occupancy, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures and equipment, placed by it, or by its predecessor in interest, in, under, or upon the leased premises, or acquired by Lessee whether before or during the term hereof, but Lessee shall not be obligated to do so.

7. Lessee shall pay any taxes levied or assessed during the term of this lease on any buildings, equipment or facilities located on the leased premises while such buildings, equipment or facilities are owned by Lessee. All other real or personal property taxes or assessments, including all street improvements or other special taxes or assessments, shall be paid by Lessor.

8. Lessee, while in possession, shall have the prior right, to be exercised by it or by its nominee, to buy the whole or any part of the leased premises ~~or any larger parcel of which the leased premises are a part~~. If Lessor receives from a third party an acceptable bona fide offer to buy such property, Lessor shall forthwith give Lessee written notice thereof together with a copy of such offer. Lessee or its nominee shall have sixty (60) days from the receipt of such notice and offer to buy such property at the terms of such offer relating to such property, or at such lesser terms as Lessor and Lessee or its nominee may agree upon. If Lessee or its nominee fails to exercise this option and Lessor sells such property to a third party, such sale shall be made subject to the terms and provisions of this lease including, but without limiting the generality of the foregoing, the provisions of this paragraph. Lessee agrees to notify Lessor in writing of any nominee designated for the purpose of this paragraph, and warrants that such nominee will be financially responsible; Lessor agrees to recognize and accept any such designation of nominee for the purpose of this paragraph.

9. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only and upon all the terms, covenants and conditions hereof.

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OKT 49 PAGE 370

[illegible] agreement [illegible] for the execution of [illegible] by Lessee, and may [illegible] violation, or [illegible] Lessee [illegible] this lease [illegible] Lessee [illegible] written notice of such termination, [illegible] Lessee [illegible] such [illegible] default [illegible] waiver of [illegible] [illegible] of the [illegible] provided, [illegible] [illegible] of [illegible] [illegible] any of the [illegible] provided. [illegible] [illegible] [illegible] the [illegible] of [illegible] [illegible] the foregoing, [illegible] [illegible] account of [illegible] payable hereunder, or [illegible] [illegible] of the term hereof, shall constitute or be construed to constitute [illegible] [illegible] be different from [illegible] the parties hereto.

11. If a Chain Store Tax or law in lieu thereof imposed upon Lessee by any governmental authority, or any similar charge, whether license is prohibited by statute, regulation, court decision, legislation, or other form of law, from using the leased premises for business purposes, or for any reason for such purpose, Lessee may terminate this lease at any time by giving ten (10) days' notice to Lessor, served after such tax or charge, statute, ordinance, court decision, legislation, or other form of law, is served upon Lessee.

12. Lessee shall have the right to terminate this lease at any time during the term hereof, or any extension thereof, by giving Lessor thirty (30) days' written notice of Lessee's intention so to do. Lessee may assign this lease and may sublet the premises or enter into any form of operating agreement with third persons during the term of this lease, including any extensions thereof, however, in the event of assignment or subletting, Lessee shall remain liable for payment of rentals and taxes (to the extent taxes are to be paid by Lessee) in the event of default by the Assignee or Sub-Tenant in making such payment, or either of them.

13. Lessee shall have the option to extend this lease for a further period of Five (5) years from the date of expiration of the term hereof, and thereafter for five (5) years, upon and the terms, covenants and conditions of this lease. Should Lessee elect to exercise any or all of the options herein granted, Lessee shall give Lessor notice in writing of its intention so to do at any time prior to the expiration of the term or terms hereof, and upon the giving of such notice this lease shall be extended as above provided.

14. All rentals payable hereunder shall be paid to DOROTHY S. HUBBELL unless and until Lessor shall designate some other party to receive said rentals.

15. Written notices to Lessor hereunder shall be addressed to Lessor at Hubbell Trading Post, Ganado, Arizona

16. Written notice to Lessee hereunder shall be addressed to Lessee at P. O. BOX 892, EL PASO, TEXAS. All notices shall be deposited in the United States Post Office, properly addressed as aforesaid, postage fully prepaid, for delivery by registered mail.

17. Execution of this lease by Lessor constitutes an offer which shall not be deemed accepted by Lessee until Lessee has executed this lease and delivered a duplicate original thereof to Lessor. There is no understanding or agreement, expressed or implied, on any of the subjects referred to in this lease other than this written lease itself.

18. This lease shall bind and inure to the benefit of the successors and assigns of Lessee, and shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor.

IN WITNESS WHEREOF, these presents are hereby signed in triplicate by the parties hereto.

Dorothy S. Hubbell

John F. Hubbell

By Sharlot Goodman Cahil
Lessors

APPROVAL

CALIFORNIA OIL COMPANY, a California Corporation
d/b/a STANDARD OIL COMPANY OF TEXAS, Lessee

BY: W. W. Black
OPERATIONS MANAGER

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ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS:
COUNTY OF APACHE)

The foregoing instrument was acknowledged before me this 16th day of June, 1961, by DOROTHY S. HUBBELL, and JOHN LORENZO HUBBELL.

Ruby V. Taylor
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:
Sept 18 1964

BK7 49 PAGE 371

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HUBBELL TRADING POST - LAND STATUS

Enclosed are marked prints of Drawings NHS-HTP-7100A, dated March 14, 1960. On these prints we have added the most recent information available even though it is somewhat sketchy based on the investigation during May 15, 16 and 17.

The unfinished shed shown on Plate 1 has been converted into a laundromat by Mr. Ben K. Hess, Monticello, Utah. In this building he has installed 15 automatic washers, 8 gas fired driers and the necessary electrical distribution lines, butane system and water supply for the washers. In addition to this installation, Mr. Hess has gone to a location north of the Trading Post and west of the well shown on Plate 1. He reports that the well is 231' deep and is cased to the bottom. He has constructed around the well an insulated house, a pressure tank to serve the laundromat and it is our understanding that the Hubbell domestic water supply is now "tied-in" to the new system. Mr. Hess reportedly owns the storage tank, building and pump. Mrs. Hubbell owns the well. Verbally we have been advised that the laundromat was completed in June or July, 1964. Mr. Hess advises that his lease is for a 26 year period. It is reported that his contract with Mrs. Hubbell provides that if the laundromat building is acquired by the National Park Service as a part of the Hubbell Trading Post complex, Mrs. Hubbell has agreed to furnish him with a different location on the Hubbell Property.

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On Drawing 7100A, we have marked approximately the location of the sewage lagoon which serves the laundromat. We are advised that cast iron pipe was used to a point beyond the building line and Orangeberg pipe was used from this point to the sewage lagoon. The sewage lagoon, estimated to be one acre in size, is several feet deep and completely enclosed with a climbproof woven wire fence with steel posts.

In the extreme northeast corner of the property, (triangular area of approximately 0.308 acres), there is the State of Arizona Unemployment Office. No information could be obtained regarding the lease agreement with anyone for this small building estimated to be approximately 12' x 20' in size.

The Standard Oil Company of Texas (Chevron) has a filling station lease in the northeast corner of the property south of the road. The description is unknown, but we are advised the lease was executed October 1, 1961 and the initial period ends September 20, 1971. The lease was executed by Dorothy S. Hubbell, John Lorenzo Hubbell and Charles Goodman Eckel, representing the J. L. Hubbell Trading Post, Incorporated. (The status of the corporation is being sought, but has not yet been confirmed.) When the initial period of the lease ends September 20, 1971, there are two five-year renewal option periods. This lease is reportedly recorded in Docket 49, pages 368-372 of the records of Apache County at 11:30 A.M., November 24, 1961.

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Adjacent to the Standard Oil of Texas (Chevron) leased area and filling station, there is a trailer park. Verbal information supplied indicates that the filling station operator has one trailer within the confines of the filling station lease. The other ten units are on Mrs. Hubbell's property. By some undetermined arrangement the filling station operator has constructed the required electric, water and sewer connections and has a sewage lagoon adjacent to Pueblo Colorado Wash which serves the filling station as well as the trailers. The filling station manager apparently assigns the space, makes the necessary connections and collects rent for trailer space which is delivered to Mrs. Hubbell. None of the details concerning rates or fees collected were available. The Standard filling station has its own water supply which presumably is sufficient to also supply the ten trailers.

Neither Mrs. Hubbell or Mrs. Eckel were present during the recent visit and many of the items that should have been confirmed were impossible to determine.

There is presumably an easement of 0.836 acres across the northeast corner of the Hubbell property for Navajo Route 3 which is the main road between Window Rock, Arizona, Tuba City and Keams Canyon. Representatives of this office stopped at the Bureau of Indian Affairs Office, Gallup, New Mexico, but were unable to learn the type or nature of the road easement. In general, in Arizona, the easement across this portion of the Hubbell Trading Post would exist as long as Navajo Route 3 exists. When the highway is relocated -

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if this should occur - the original patentee owning the land under the easement, would again acquire use of the land when the land was no longer used for highway purposes.

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DEED OF CONVEYANCE
FROM
J.L. HUBBELL TRADING POST
TO
THE UNITED STATES
DATED DECEMBER 29th, 1943.

Filed and recorded at the request of Levi S. Udall, July 21st, 1944 at 3:00 P.M., in Book "c 27 of Deeds at page 416, Records of Apache County, Arizona.

(SEAL) James W. Colter
County Recorder.

DEED OF CONVEYANCE

THIS INDENTURE, Made and entered into this 29th day of December, 1943, between J. L. Hubbell Trading Post, a corporation organized and existing under and by virtue of the laws of the State of Arizona, Party of the First Part, and the UNITED STATES to be used for the benefit of the Ganado Indian Day School so long as such school exists and thereafter for such similar purposes as the Secretary of Interior may determine pursuant to law, Party of the Second Part, WITNESSETH, That the said Party of the First Part, for and in ~~consideratio~~ consideration of the sum of One and no/100 Dollars ($1.00), to it in hand paid by the Party of the second part, the redeipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto the said Party of the Second Part, its successors and assigns forever, the following described tract or parcel of land lying and situate in the County of Apache and State of Arizona, to-wit:

Commencing at the quarter corner between Sections Twenty-seven (27) and Twenty-eight (28) Township Twenty-seven (27) North, Range Twenty-six (26) East of the Gila and Salt River Meridian, thence South 27 degrees 2 minutes east 1561 feet to point of beginning which is the Southwest corner of the tract, thence east 536 feet to the southeast corner, thence north 250 feet to the northeast corner, thence west 536 feet to the northwest corner, thence south 250 feet to the southwest corner and point of beginning, containing 3.07 acres, more or less, located in the Southwest Quarter (SW¼) of Section Twenty-seven (27) North, Range Twenty-six (26) East of the Gila and Salt River Meridian.

TO HAVE AND TO HOLD, the same, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Party of the Seconf Part, its successors and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its corporate name by its President, on the day and year in this instrument first above written.

J. L. HUBBELL TRADING POST,
a corporation,

(no corporate seal)

By: Roman Hubbell
President.

ATTEST: Dorothy S. Hubbell
Secretary.

STATE OF ARIZONA)
; SS.
County of Navajo)

On this 29 day of December, 1943, before me, personally appeared Roman Hubbell, to me known to be the person who executed the foregoing instrument and the President of J. L. Hubbell Trading Post, and acknowledged that he executed such instrument on behalf of J. L. Hubbell Trading Post for the purpose and consideration therein expressed, and by authority of its Board of Directors.

L. A. Kenna
Notary Public in and for Navajo County and State of Arizona.

(SEAL)

My commission expires: 3/24/45.

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WHEREAS, J. L. Hubbell, of Ganado, Apache County, Arizona, is the owner of the following described land, to wit:

S½ of SW¼, Sec. 27, NE¼ of NE¼ Sec. 33, and NW¼ of NW¼ of Sec. 34, in T. 27 N., R. 26 E., Gila and Salt River B. and M., in said county and State, and the said Hubbell has heretofore built a canal or water ditch having its headgate on the south bank of the Rio Pueblo Colorado, at a point approximately 2¼ miles distant in a northerly and easterly direction from said land and running thence in a general southerly and westerly direction about 2½ miles, for the purposesof irrigating said land, and has irrigated said land for several seasons and has acquired for said irrigation water rights under the laws of Arizona, and

WHEREAS, the lands adjoining the lands of the said Hubbell is a portion of the Navajo Indian reservation set aside for the use of the Navajo Indians by executive order dated January 6, 1880, and that certain of the lands of the valley of the Rio Pueblo Colorado are susceptible of cultivation when irrigated, and may be irrigated from the said Rio Pueblo Colorado at such times as there is sufficient water flowing in the stream, and there is a certain reservoir site in which it is possible to store the surplus and flood waters of the said stream, and the land can best be

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served by carrying the water for a portion of the distance in the ditch owned by the said Hubbell, and

WHEREAS, The United States of America proposes to build such reservoir and convey the water to lands on the Navajo Indian Reservation, now, therefore,

THIS AGREEMENT, made and entered into this sixth day of February, 1913, by the United States of America, acting in this behalf by the Assistant Secretary of the Interior, party of the first part, and the said J. L. Hubbell, party of the second part,

WITNESSETH, that for and in consideration of the stipulations of the party of the first part hereinafter contained, the party of the second part has remised, released and quit-claimed, and by these presents does hereby remise, release, and quit-claim forever, unto the party of the first part, all that particular canal or water ditch hereinbefore described, and all other ditches, flumes, and other appurtenances heretofore used in the delivery of water to his said above described land, together with all easements or rights of way for the same, and all his right to the use of water from said Rio Pueblo Colorado for irrigation of said lands.

The party of the second part agrees to perform a proportionate share of the labor, and to pay a proportionate share of the cost of materials and supplies incident to or necessary for the proper operation and maintenance of the Canado irrigation system of the party of the first part, or, in lieu thereof at the option of the party of the first part, to pay such proportionate charge as may be fixed for the annual maintenance and operation of said system.

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In consideration of faithful performance of the preceding stipulations of the party of the second part and of the conveyance of the property hereinbefore mentioned, the party of the first part agrees that the party of the second part shall have the right to sufficient water from said system for the proper irrigation of his above described land, not to exceed two and one-half acre feet of water for each acre of land, and not to exceed four hundred acre feet of water in each year, or so much thereof as shall constitute the proportionate share per acre from the water supply actually available for the lands under the project.

It is mutually understood and agreed that, in the performance of labor or the use of material and supplies, or the fixing of the annual charge for maintenance and operation of the system, the users of water therefrom shall contribute as the area of the land of each irrigated is to the total area served thereby.

IN WITNESS WHEREOF, the party of the second part has hereunto set his hand and seal this sixth day of February, 1913, and the party of the first part has caused this agreement to be executed by its duly authorized representatives this 31st day of May, 1913.

J. L. Hubbell

Assistant Secretary of the Interior.

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DISTRICT OF COLUMBIA)
) SS
CITY OF WASHINGTON.)

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INDIAN OFFICE

Before me, Hezwan T. Williams, a Notary Public in and for said City and District, on this day personally appeared J. L. Hubbell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 6th day of February, 1913. A.D.

Hezwan T. Williams

My commission expires My Commission expires Sept. 16th 1914 A.D.

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Recorded at the request of
W. F. Robinson
June 19th 1913
at 4:00 P. M.
and duly recorded at Book
Agreements
No. 2 of Leases Page 372-375
Records of Apache County,
Arizona.
Henry O. Platt
COUNTY RECORDER
Natalie D. Green
DEPUTY RECORDER

Office Indexed.
Land Index
Recorded in
Grantor Book
Page 415
October 28, 1914

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Session Laws of the 17th Legis. Assembly.
1893

SEC. 5. This Act shall take effect and be in force from and after its passage.

Approved April 13, 1893.

No. 86. AN ACT

Relating to the Appropriation of Water and the Construction and Maintenance of Reservoirs, Dams and Canals.

Be it Enacted by the Legislative Assembly of the Territory of Arizona:

SECTION 1. That any person or persons, company or corporation shall have the right to appropriate any of the unappropriated waters or the surplus or flood waters in this Territory for delivery to consumers, rental, milling, irrigation, mechanical, domestic, stock or any other beneficial purpose, and such person or persons, company or corporation for the purpose of making such appropriation of waters as herein specified, shall have the right to construct and maintain reservoirs, dams, canals, ditches, flumes and any and all other necessary water ways. And the person or persons, company or corporation first appropriating water for the purposes herein mentioned shall always have the better right to the same.

SEC. 2. Every person or persons, company or corporation, who shall desire to appropriate any of the waters of this Territory for the uses and purposes mentioned in Section 1 of this Act shall first post at the place of diversion on the stream or streams as the case may be, a notice of his, their or its appropriation of the amount of water by it or them appropriated, and that they intend to build and maintain a dam at a certain place, in said notice to be designated, and in case of storage of water by reservoir that they intend to construct and maintain a reservoir at a place to be in said notice stated, and that they intend to construct and maintain a canal or canals, as the case may be, from the point of diversion of said water to some terminal point to be mentioned in said notice, a copy of which shall be filed and recorded in the office of the County Recorder in which said dam, reservoir and canal is contemplated to be constructed, and if said canal runs through more than one County, then such notices shall be filed and recorded in each County through which said canal is to be constructed, and a copy of said notice shall also be filed and recorded in the office of the Secretary of the Territory. That said person or persons, company or corporation after posting and filing their notice as herein provided, shall within a *reasonable time* thereafter construct their dam or dams, reservoir or reservoirs, canal or canals, as

Exhibit R

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BEFORE THE REGISTER AND RECEIVER, UNITED STATES LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
:ss.
County of Maricopa.)

Mathew Howell, first having been duly sworn, upon his oath deposes and says that his legal residence is in Long Beach, California, but that he is now and for many years last past has been a great deal in Arizona; that he is well acquainted with John Lorenzo Hubbell, who made homestead entry No. 811, and with the land embraced in his claim; that he first visited said land about ten years ago, although he has known the claimant, John Lorenzo Hubbell, for many years prior to that time; that affiant is acquainted with the improvements upon said land, which consist generally of a dwelling house, store building and warehouse, stable, employees' buildings, blacksmith shop and out-buildings generally; that all of said buildings are substantial and well kept and must have cost a great deal of money; that Mr. Hubbell has established an irrigating system upon said land and has thereby brought under cultivation about one hundred and forty acres of land, upon which he has an orchard and vineyard and raises crops of rye and alfalfa; that said irrigating system consists of a main irrigating ditch about two and one-half miles in length, terminating in a reservoir, through which all of said land is irrigated by means of laterals. This irrigation system has been gradually developed during the last five years.

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Affiant is familiar with the business conducted by Mr. Hubbell upon said tract of land and knows that it consists of trade with the Navajo Indians in wool, pelts, silver-ware, blankets, etc., which he has carried on during the period of at least ten years past; that affiant would estimate the volume of business done by Mr. Hubbell during the last year at about eighty thousand dollars; that the warehouse is used only by Mr. Hubbell in conducting said store, and not otherwise, and affiant knows that no one except Mr. Hubbell is interested in or has any control or management over said business; that the blacksmith shop upon said land is a private institution and is used only as a convenience to Mr. Hubbell and his employees in carrying on the store and farm and that no public work is done there; that all of the buildings upon said tract are used and occupied by Mr. Hubbell and his employees exclusively and that none of said buildings or any part of said land is rented or leased.

Affiant states that he has frequently bought goods from Mr. Hubbell and has paid him for them and no one else, and that he has sold goods to Mr. Hubbell, who has paid for them himself, and that no one else has had any interest or connection with said transactions, or any of them, and affiant knows him to be the sole owner of said store and farm.

Affiant further says that Mr. Hubbell is a man of the highest reputation and character and is known everywhere in the Territory of Arizona for his integrity as a citizen and a business man and that his treatment of the Navajo Indians has always been fair and liberal and that he is highly esteemed by the Indians upon the reservation who know him.

Mr Howell changed his affidavit slightly so I re wrote the record before it was sent him & put this in the place of the first page. Clark

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NO. 811 F. C. NO. 157.)

Territory of Arizona,)
: ss.
Maricopa County.)

E. S. Clark, first having been duly sworn, upon his oath deposes and says that he has resided in the Territory of Arizona since the year 1882 and that he has known John Lorenzo Hubbell and the land embraced in his homestead entry No. 811, situated at Ganado, Arizona, ever since said date; that when he first visited said tract in 1882 Mr. Hubbell was living there and had made extensive improvements thereon, consisting of a dwelling house, store building, warehouse, stable, wells, enclosures and other improvements of a substantial nature; that at that time Mr. Hubbell was carrying on a trading business with the Navajo Indians at said place and he has carried on said business ever since, to affiant's personal knowledge, and exclusively in his own name and right, excepting during a period of about ten years, from 1885 until about 1895 or 1896, when Mr. C. N. Cotton was associated with him. That during all of said time since 1882 Mr. Hubbell has used and occupied said place and the buildings thereon for himself and his employees exclusively. Affiant has also known and is familiar with the manner in which Mr. Hubbell has dealt with the Indians at his said store and knows that his treatment of them has been fair and liberal and that he is held in high esteem and friendship by all of the Indians with whom he has come in contact and that Mr. Hubbell's reputation

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all over Arizona as a business man and a citizen is of the very best.

Subscribed in my presence and sworn to before me this ____ day of April 1908.

SPECIAL COLLECTIONS, UNIVERSITY OF ARIZONA

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: ss.
Maricopa County.):

Paul Brizzard, first having been duly sworn, upon his oath deposes and says that he is a resident of Phoenix, in Maricopa County, Arizona, and that he is well acquainted with John Lorenzo Hubbell and with the land embraced in his homestead entry No. 811; that he has visited said land and is familiar with the improvements thereon and with the developments that have been made; that affiant knows of his own knowledge that the store upon said land and the warehouse connected therewith are used exclusively by Mr. Hubbell in carrying on his trade with the Navajo Indians; that Mr. Hubbell in carrying on said trade purchases from said Indians wool, pelts, silverware and Navajo blankets and sells to the Indians such general merchandise as they desire; that he disposes of the articles and products he purchases from said Indians in the markets and to any one who desires to purchase such things; that Mr. Hubbell is the exclusive owner of said store and warehouse and of the business conducted therein. That the blacksmith shop upon said tract is used exclusively by him and his employess as a convenience in carrying on said farm and store; that there is no blacksmith employed therein but that the tools and appliances therein are used only by Mr. Hubbell's employees for their own private convenience; that Mr. Hubbell

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has constructed an irrigating ditch about two and one-half miles in length from Pueblo Colorado Creek to a reservoir covering about five acres, and that from this reservoir he has built laterals, by means of which he is able to irrigate every part of his farm, consisting of about one hundred and forty acres; that he has upon said farm an orchard and vineyard and raises crops of rye, alfalfa and garden truck generally; that in the judgment of affiant said irrigating system must have cost about fifteen thousand dollars and that the levelling and planting of said farm must have cost about ten thousand dollars more; that said irrigating ditch is substantial and well built, being upon an average five feet wide at the bottom and about seven feet wide at the top.

Affiant further says that all of the buildings upon said tract of land are owned and occupied exclusively by Mr. Hubbell and his employees and not by any other person or persons, and that none of said buildings are leased or rented for any purpose or to any person whomsoever.

_____

Subscribed in my presence and sworn to before me this _____ day of April, 1908.

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27N 26E

11-30-17

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS the Commissioner of the General Land Office has prepared certain lists of lands within the Atlantic and Pacific grant claimed by settlers and entrymen under the Act of Congress of June 22, 1874, and

WHEREAS the Commissioner of the General Land Office by letter of November 24th, 1917, 660966 "G" ES has called upon the Santa Fe Pacific Railroad Company to relinquish to the United States the section or sections of such lands described therein:

NOW IN CONSIDERATION of the right conferred by said Act of Congress of June 22, 1874 (18 Stats.,194), upon the Atlantic and Pacific Railroad Company, and its successors in interest, to select indemnity for the lands hereby relinquished, the Santa Fe Pacific Railroad Company, a corporation organized and existing under the laws of the United States, approved March 3, 1897, successor in interest to the Atlantic and Pacific Railroad Company, does hereby release, quitclaim

This relinquishment accepted by letter "B" of February 28, 1918. ES

3/2/18 Noted in Vol 58 Page 0

MAY 13 1958

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and relinquish unto the United States of America all its right, title, interest and claim in and to the following described lands, situate in the County of Apache, and State of Arizona, to wit:

GILA AND SALT RIVER MERIDIAN--ARIZONA.

Township twenty-seven North of Range twenty-six East:

The south half of the southwest quarter of section twenty-seven, containing eighty acres, and the northeast quarter of the northeast quarter of section thirty-three, containing forty acres, containing in the aggregate one hundred and twenty acres.

IN WITNESS WHEREOF, the said SANTA FE PACIFIC RAILROAD COMPANY has caused this deed to be signed by its President and attested by its Assistant Secretary, and its seal to be duly affixed this 30th day of November, 1917.

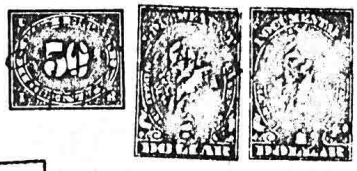
SANTA FE PACIFIC RAILROAD COMPANY,

By E Ripley

President.

Attest: E Boyle

Assistant Secretary.



Certified to be a true copy of the original

Ruth J. Hulbert

Certifying Officer

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WR HUTR

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Mr Howell changes his affidavits slightly so I re write the record take off last line upon this copy Put this in the place of Original page 2

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all over Arizona as a business man and a citizen is of the very best.

Subscribed in my presence and sworn to before me this ____ day of April 1908.

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Affiant further says that all of the buildings upon said tract of land are owned and occupied exclusively by Mr. Hubbell and his employees and not by any other person or persons, and that none of said buildings are leased or rented for any purpose or to any person whomsoever.

_____

Subscribed in my presence and sworn to before me this _____ day of April, 1908.

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C O P Y

Executive Mansion

January 6th 1880

It is hereby ordered that the following described country lying within the boundaries of the Territories of New Mexico and Arizona, viz:

Commencing in the middle of the channel of the San Juan River, where the east line of the Navajo Reservation in the Territory of New Mexico as established by the treaty of June 1, 1868(15 Stat. 667)crosses said river; thence up and along the middle channel of said river to a point fifteen miles due east of the eastern boundary line of said reservation; thence due south to a point due east of the present southeast corner of said reservation; thence due south six miles; thence due west to the one hundred and tenth degree of west longitude; thence north along said degree to the southwest corner of said reservation in the territory of Arizona, as defined by Executive Order, dated October 29th 1878, be and the same is hereby withdrawn from sale and settlement and set apart as an addition to the present Navajo Reservation in said Territories.

R.B. Hayes.

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Hubbell Trading Post NHS
P. O. Box 150
Ganado, Arizona 86505

A2623
L54

June 9, 1978

Memorandum

To: Art & Don, NALA

From: Juin, Hubbell

Subject: NUTA Well

On Thursday, 5/31/78, I went to Fort Defiance to talk to Fred Alexander about our special use permit allowing NUTA to pump water from our well into the Ganado community water system.

I was interested in getting background on how the agreement was reached and he was interested in getting an amendment showing the additional lines they have put in. I said we would amend it if they would provide the drawing.

Several things have been bothering me about the agreement. Briefly, they are (1) we are giving the water away free, (2) we agreed to buy it back at meter rate (3) we have been paying the electric bill to pump the well for the community of Ganado and (4) it was against NPS policy to give or sell water except on a temporary basis. the last time I heard.*

I told Fred of my concern about items 1-3 and he called their lawyer, Walter Wolf. They agreed that we should not be paying the electricity and said they would refund the money paid since 1975.

As to the terms of the agreement regarding items 1, 2 and 4, it seems to hinge on whether we own the water rights. We will move our 10-238 on water rights study up on our priority list the next time we review it.

For the record, if it turns out that we own the water rights, I think that this agreement should be renegotiated to get payment for our water or at least get a reduced rate for the water we purchase. If we supply far more water than we consume, I would think an even swap would be equitable.

Juin A. Crosse

* special direction 28-2

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United States Department of the Interior
OFFICE OF THE SOLICITOR
FIELD SOLICITOR
RM. 224, U.S. COURTHOUSE
P.O. BOX 1042
SANTA FE, NEW MEXICO 87501

AUG 19 1975

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3 MM
Files

August 18, 1975

Memo

To: Monte Fitch, Associate Regional Director, Park System Management, Southwest Region, National Park Service, Santa Fe

From: Field Solicitor, Santa Fe

Subject: Review of Special Use Permit - Navajo Tribal Utility Authority - Hubbell Trading Post, Arizona

As requested by Mr. Moore the Special Use Permit has been reviewed and redrafted. It is understood that all facilities constructed with Tribal funds will be owned by the permittee while title to all facilities constructed with appropriated funds will be vested in the United States. In referring to the draft the special conditions have been numbered 16 through 33. This review will refer to the conditions by numbers.

Special Condition 18 has been revised to read as follows:

> "Title to all existing and additional wells, distribution lines and facilities located within the Historic Site shall be vested in the National Park Service except for the structures and distribution lines constructed by permittee with its funds within the 15 feet easement provided for by this permit."

Special Condition 19 the word "existing" has been placed between "the well".

Special Condition 22 has been revised to read as follows:

> "In the event it is necessary to replace the existing well or other Park Service distribution facilities replacement construction covered by this permit will be funded and supervised by the National Park Service and title to such wells and distribution lines will be vested in the National Park Service, EXCEPT, for

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the distribution line and structures constructed within the 15 feet easement provided for by this permit and funded by permittee. Normal well maintenance and repair of all structures will be approved by the National Park Service but funded by the permittee".

In Special Condition 23 the words "in writing" have been added between the words "approved by".

In Special Condition 26 the following has been amended to read as follows:

"Rates may be renegotiated annually to reflect changes in the cost of providing this service, but in no event will rates exceed that provided others similiarly situated".

Special Condition 28 has been revised to read as follows:

"The National Park Service reserves the rights to perfect title to all water withdrawn from its well or any other wells developed within the Historic Site for use in the Ganado Water Distribution System in the name of the National Park Service".

Special Condition 31 has been revised to read as follows:

"In the event the permittee is unable to comply with the above conditions, including furnishing water at a minimum of 300 gallons per minute (0.67 CFS), this permit may be terminated upon 30 days written notice and permittee's right to withdraw water from the above water well or wells will cease. An additional 60 calendar days is provided for permittee to remove all structures and distribution lines constructed and funded by the permittee within the 15 foot easement provided for by this permit, and to restore the area to the approximate condition that existed prior to development of said easement, said restoration to be to the satisfaction of the Superintendent".

Special Condition 32 has been added to provide as follows:

"In the event the National Park Service fails to comply with any of the above conditions this permit may be terminated by permittee upon thirty days (30) written notice to the

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Superintendent and permittee will have 60 days to remove its structures and distribution lines as provided for in Condition 31".

Special Condition 33 has been amended to read as follows:

"The permittee may sell its interests located within Historic Site to the National Park Service at a price negotiated by the parties hereto. In the event any of the permittee's improvements are not sold or removed as herein provided within the time provided, then title to such property will vest in the National Park Service and no compensation shall be due the permittee.

Returned is the draft which includes the pencil notations.

Gayle E. Manges
Field Solicitor

Enclosures

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UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of 7 pages

SPECIAL USE PERMIT

HUBBELL TRADING POST NATIONAL HISTORIC SITE
(Area)

PERMIT NO.	EXPIRES
J 7420 2	06/30/05
PREVIOUS PERMIT NO.	
NONE	

NAVAJO TRIBAL UTILITY AUTHORITY of THE NAVAJO TRIBE is hereby authorized during the period from JULY 1, 19 75, to JUNE 30, XX 2005, 19....., to use the following-described land in the above-named area: A tract of land situated in the S.E. ¼ of Section 28, and the S.W. ¼ of Section 27, Township 27 North, Range 26 East, Gila and Salt River Meridian, on the Navajo Reservation, Ganado, Apache County, Arizona, said tract being fifteen (15) feet in width, seven and one half (7½) feet each side of the center line described on the attachment.
Also, the National Park Service well at the end of said tract, and the existing National Park Service six-inch (6") water main running from said well to the Trading POst area.

for the purpose of

Construction and maintenance of a connecting line from the National Park Service well to the Ganado Water Distribution System and Storage Facility, and operation and maintenance of the National Park Service well and distribution lines as part of the System.

subject to the conditions on the reverse hereof and attached pages [illegible]

Issued at ..... (City) this ..... day of ....., 19.....

.....
Superintendent.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES	*PERMITTEE (Signature)
NAME	NAME
ADDRESS	ADDRESS
NAME	NAME
ADDRESS	ADDRESS

APPROVED: (*If approval is required by higher authority*)

NAME	TITLE	DATE

*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.

(This copy for Permittee)

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CONDITIONS OF THIS PERMIT

1. **Regulations.**—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. **Definition.**—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. **Rights of the Director.**—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. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. **Nondiscrimination.**—See attachment A.

5. **Damages.**—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. **Construction.**—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. **Removal of structures and improvements.**—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determinted by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

8. **Water rights.**—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

9. **Disposal of refuse.**—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. **Timber cutting.**—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. **Fire prevention and suppression.**—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. **Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. **Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: *Provided however,* That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

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

15. **Revocation.**—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

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(Dec. 1958)

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
HUBBELL TRADING POST NATIONAL HISTORIC SITE	J 7420 2	3

In consideration for obtaining the privileges granted herein, the permittee agrees to indemnify and save harmless the United States from any loss to it, including not only damage to government property and injury to government employees but also judgements, settlements or compromises for property damage or injury to all persons for which the United States may be liable, resulting from exercise by the permittee and its employees of the privileges granted herein.

Permittee agrees to obtain and install one flush valve? value at a point in the trailer area to be designated by the Superintendent of the National Historic Site.

Maintenance of the National Park Service well and distribution lines to and including the meters will be responsibility of the permittee, and will be at a standard acceptable to the National Park Service. Permittee assures minimal disruption of water service within the Park during installation of new lines and in operation of the completed system.

Newly constructed portions must equal or exceed the standards of existing facilities and must meet utility construction standards of the National Park Service.

MAP IS ON BLUE PRINT

* U. S. GOVERNMENT PRINTING OFFICE: 1967—266-992

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ATTACHMENT A

CONTINUATION OF CONDITIONS OF THIS PERMIT (FORM 10-114)

The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the resource covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(1) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(2) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Area: Hubbell Trading Post NHS
Ganado, Arizona 86505

Permittee: Navajo Tribal Utility Authority

Permit Number: J 7420 2

Supporting Hydro Data

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35 9 6

Form 113—5M—12-60

Examined .....
Recorded: B. C. ..... T. B. .....
Inspection Sheet .....
Copied .....

REPORT OF WELL DRILLER
STATE OF [redacted] ARIZONA

Application No. .....
Claim No. .....
Coordinate No. .....

GENERAL STATEMENT: Report of well driller is hereby made and filed with the State Engineer, in accordance with the laws of ~~Utah~~ (This report shall be filed with the State Engineer within 30 days after the completion or abandonment of the well. Failure to file such reports constitutes a misdemeanor.)

NATIONAL PARK SERVICE

(1) WELL OWNER: NATIONAL HISTORIC SITE
Name HUBBELL TRADING POST
Address GANADO ARIZONA

(2) LOCATION OF WELL:
County ..... Ground Water Basin ..... (leave blank)
North ..... feet, East ..... feet from SE 1/4 SW 1/4 Corner
South ..... West .....
of Section 27, T 29 N S, R 26 E ~~W~~ (strike out words not needed) GILA SALTRIVER MERIDIAN

(3) NATURE OF WORK (check): New Well ☒
Replacement Well ☐ Deepening ☐ Repair ☐ Abandon ☐
If abandonment, describe material and procedure: .....

(4) NATURE OF USE (check):
Domestic ☑ Industrial ☐ Municipal ☐ Stockwater ☐
Irrigation ☐ Mining ☐ Other ☐ Test Well ☐

(5) TYPE OF CONSTRUCTION (check):
Rotary ☐ Dug ☐ Jetted ☐
Cable ☑ Driven ☐ Bored ☐

(6) CASING SCHEDULE: Threaded ☐ Welded ☑
8 " Diam. from 0 feet to 80 feet Gage .....
6 " Diam. from 0 feet to 250 feet Gage .....
" Diam. from ..... feet to ..... feet Gage .....
New ☐ Reject ☐ Used ☐

(7) PERFORATIONS: Perforated? Yes ☑ No ☐
Type of perforator used CUTTING TORCH
Size of perforations 1/4 inches by 12 inches
390 perforations from 250 feet to 100 feet
..... perforations from ..... feet to ..... feet
..... perforations from ..... feet to ..... feet
..... perforations from ..... feet to ..... feet
..... perforations from ..... feet to ..... feet

(8) SCREENS: Well screen installed? Yes ☐ No ☑
Manufacturer's Name .....
Type ..... Model No. .....
Diam. ..... Slot size ..... Set from ..... ft. to .....
Diam. ..... Slot size ..... Set from ..... ft. to .....

(9) CONSTRUCTION:
Was well gravel packed? Yes ☐ No ☑ Size of gravel: .....
Gravel placed from ..... feet to ..... feet
Was a surface seal provided? Yes ☑ No ☐
To what depth? 80 feet
Material used in seal: CEMENT
Did any strata contain unusable water? Yes ☐ No ☐
Type of water: ..... Depth of strata .....
Method of sealing strata off: .....
Was surface casing used? Yes ☑ No ☐
Was it cemented in place? Yes ☑ No ☐

(10) WATER LEVELS:
Static level 22'6" feet below land surface Date 2-23-68
Artesian pressure ..... feet above land surface Date .....

LOG RECEIVED:

(11) FLOWING WELL:
Controlled by (check) Valve ☐
Cap ☐ Plug ☐ No Control ☐
Does well leak around casing? Yes ☐ No ☐

(12) WELL TESTS: Drawdown is the distance in feet the water level is lowered below static level.
Was a pump test made? Yes ☑ No ☐ If so, by whom? BINNING DRILLING
Yield: 40 gal./min. with 55' IN feet drawdown after 70 hours
" " " " " "
" " " " " "
Bailer test 68 gal./min. with 5 feet drawdown after 3 hours
Artesian flow ..... g.p.m. Date .....
Temperature of water 58 Was a chemical analysis made? No ☐ Yes ☑

(13) WELL LOG: Diameter of well 8 INBORE inches
Depth drilled 340 feet. Depth of completed well 340 feet.

NOTE: Place an "X" in the space or combination of spaces needed to designate the material or combination of materials encountered in each depth interval. Under REMARKS make any desirable notes as to occurrence of water and the color, size, nature, etc., of material encountered in each depth interval. Use additional sheet if needed.

DEPTH From	DEPTH To	Clay	Silt	Sand	Gravel	Cobbles	Boulders	Hardpan	Conglomerate	Bedrock	Other	REMARKS
												SANDSTONE
0	10	X										BROWN
10	20	X										WHITE
20	30	X										RED RIBBONED
30	40	X										" "
40	50	X										" "
50	55											CHINLE (WATER)
55	65											TAN
65	75											TAN LIGHT
75	90											"
90	100											"
100	115											"
115	125											ORANGE HARD WATER
125	140											" " "
140	150											" FROM 150 TO
150	155											RED 200 FEET BROKEN
155	165											ORANGE UP SANDSTONE
165	175											TAN CAVING. CAUGO
175	185											LIGHT TAN IN ON BAILER.
185	190											ORANGE SAND STONE
190	200											RED TIPPED. HARD TO
200	215											" KEEP STRAIGHT
215	235											ORANGE HOLE.
235	250											"
250	265											RED
265	275											ORANGE
275	290											"
290	300											"
300	318											"
318	320											LIGHT TAN HARD
320	330											" " "
330	340											RED SOFTER

Work started NOVEMBER 3, 1967 Completed FEBRUARY 23, 1968

(14) PUMP:
Manufacturer's Name .....
Type: ..... H. P. .....
Depth to pump or bowles ..... feet

Well Driller's Statement:
This well was drilled under my supervision, and this report is true to the best of my knowledge and belief.
Name BINNING DRILLING (Person, firm, or corporation) (Type or print)
Address 227 SO. 4TH W PAYSON, UTAH
(Signed) Lester Binning (Well Driller)
License No. 243 Date FEBRUARY 29, 1968

USE OTHER SIDE FOR ADDITIONAL REMARKS

Other Supporting Information

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DEPARTMENT OF THE INTERIOR.
U. S. Indian Irrigation Service
Office of Supervising Engineer.
Albuquerque, N. M.

December 17, 1923.

Mr. W. M. Reed,
Chief Engineer,
Washington.

My dear Mr. Reed:

Referring to your circular letter of Dec. 12, 1923, relative to certain appropriations made without date, that are available for use if needed.

Among the items I note:
"Ganado Irrigation Project, Navajo Reservation, Arizona
(Reimbursable) $714.09

It is requested that this amount be made available for use during the present fiscal year, and ~~effective the following~~ explanation and justification:

There have been a number of heavy storms on this project since the beginning of the fiscal year, and as the amount for ordinary operation and maintenance is only sufficient for that purpose we have been unable to make the necessary repairs from the funds on hand.

On July 7, there was a cloudburst on the project extending from the reservoir to the mission, a distance of about three miles. 6 1/2 inches of water fell in 1 1/2 hours which washed away flume No 9, cut the earth banks away from the lower end of Flume 3, broke over the ditch banks in three places cutting channels back to the stream, and damaged the ditch more or less its entire length.

On July 14th another heavy storm when 4 inches fell in less than 2 hours, covering the entire project and doing considerable damage, and washing out much of the repair work done since the storm of the 7th.

On August 18th anothervvery heavy storm. Water went over the ditch banks from above, filled much of it with silt, went over the top of flume 6, cut out the piers and dropped the flume into the stream. On the night of the 28th and all day the 29th a continuous storm, especially at the lower end of the project. Debris was piled against Flume No 10 until it was carried out.

September 17 another heavy rain for 42 hours, which, while no structure was damaged, considerable amount of minor repairs will be necessary to put the ditch into shape.

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A part of the repairs have been made, and much still remains to be done. The amount available for the year, after taking out the "withdrawals" indicated by the Office is $3,300. of which there has been expended to the end of the year $2,500. leaving $800 for the M and O for the balance of the year, and the pay of Mr. Maus, in charge of the projectt is $100. per month.

It can be seen that additional funds are imperative. It is probable that the "withdrawals" may also be needed, b but will not be asked if it can be avoided.

- - -

There is also an item:
"Irrigation Indian Reservations, (Reimbursable), $47,633.30, and I would request that the sum of $2,000 be given this District for administrative and headquarters purposes.

This is for:
"For all expenses necessary for the proper conduct of the office of the Supervising Engineer, District No 5, including the salary, travelling and incidental expenses of the Supervising Engineer, employment of necessary assistants, regular and irregular, purchase of materials, equipment and supplies, and any purpose necessary in connection with the conduct of special investigations and general supervision of irrigation work on the various Indian reservations for which no specific appropriation have been made, under direction of the Chief Irrigation Engineer, $10,000.00 "
to quote the last authorities.

For many years this was $12,000. and was generally pretty well used up. For 1923 it was cut to $10,000. and by the strictest economy we managed to keep within the amount. During this time we occupied quarters in the Federal Building and had no rent to pay. In May 1923 we were forced out of the Federal Building because more space was needed for the post office and for the new Federal Judge, and quarters were leased at $960.00 per annum. It was also necessary to purchase some office furniture as much that we had been using belonged to the Federal Building, and as the new quarters were not in a fire proof building as safe for the records was also necessary. These aggregated some $650. or for theitems of furniture and the rent for one year, some $1,600.

Holding the expenses down as carefully as possible we have exceeded the prorata part of the expenditures for t the fraction of the year in about the proportion indicated

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or in other words have used within a few doallars of one half the year's appropriation by December 1st.

This has been called to the attention of the Office several times. On June 25th I wrote: "If we cannot have the amount for miscellaneous administration increased above the $10,000. we will be unable to meet the rental and continue the other work of the district as is necessary."

April 18, 1923, when writing about leases for the new offices I wrote:

"The rent should be paid from Administration, Fifth Irrigation District, but because this fund has been reduced from $12,000 in 1922 to $10,000. in 1923 and 1924, and formerly there was no rent to pay for office quarters, this fund will not be sufficient to meat all demands upon it, and some additional money should be provided."

On March 15, I wrote:

"Arrangements will have to be made for the following fiscal year, as the amount of money appropriated for the administration expenses of this district will not be large enough to allow the payment of this amount of rent in addition to our other legitimate expenses."

The matter was called to your attention verbally while you were in the District during the year.

The utmost economy is being practiced; I have cut down my trips to a minimum to give the proper service; have tried to keep all of the field men on other appropraitions, but t the amount of special work not otherwise provided for does not grow less, and must be done.

If the amount asked for can be given me from this unexpended balance, it will save taking it up with the Office in an endevor to find other funds that may be used.

Very respectfully,

H J Robinson

Supervising Engineer.

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Interviews with Mrs. Roman (Dorothy) Hubbell, 13 through 24 October 1969.

Done in the Hubbell Buildings, Ganado, Ariz.
Recorded by David A. Brugge

NOTE: This information was, for the most part, recorded at the time told by Mrs. Hubbell and as nearly in her own words as possible, but the notes had to be taken in long hand and should not be considered exact quotes. Certain terminology particularly, such as the NPS designations for various buildings and rooms, were not used by Mrs. Hubbell, but were used in the notes for accuracy of identification and to ensure that they would be identifiable by later NPS personnel on the site. In general the wording can be considered to be a fairly full paraphrasing of Mrs. Hubbell's own statements and I hope sufficiently close to her wording to preserve to a large degree her manner of expression. This is the rough draft first typing and is to be corrected by Mrs. Hubbell before being considered in final form. The sometimes disjointed flow is due to asking questions which were not transcribed.

DMB

Exhibit "D"

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to Albuquerque. Roman went to school in Albuquerque. The family would come out here in the summers. Barbara graduated from high school in 1900 and when she married lived in Albuquerque at first and came out when LaCharles was 2 years old.

There was a well back by the barn.

Roman's sweathouse was west of the house about as far as the rear fence of Friday's corn patch. Friday would prepare it for Roman and have it all ready for him. I don't know when it was built. It may have been here when I came, but I don't know.

Tsi'naajinii Ts'osi was one of our herders. Joe Tippecanoe worked both outside and in at various times. I think he went to school at Haskell. He speaks English. If I had Joe in the store to work and had to break in a new manager, he wouldn't help much.

Mr. Hubbell built the first dam up at the lake and also three miles of ditches and flumes. They had a very wet year and that washed out his dam and he went to Washington to see if he could persuade the government to build a larger dam to benefit the Indians too. He had spent some $25,000.00 already. As a result they did build a bigger dam and took over the ditches and flumes. That's how we got water rights to the present dam. They built a bigger dam, but in the same place.

There was some work on the dam after I came - some teams and government men went up there. I don't know just what they did. At that time we had that little store there with Lothario Ortega and his family.

The holding or storage reservoir was built by Mr. Hubbell. It was already here in 1920. The last few years we irrigated directly from the main ditch rather than the reservoir.

I think the first dam was built before the reservoir was extended. At least they had some sort of irrigation system early.

The meat dressing rack behing the root cellar has a hoist. It has disappeared. It should be in the wareroom.

Maintenance

We painted the woodwork whenever it was needed. Plastering was done frequently, but not every year. At first there was just a dirt roof. There was an air space between the top layer and the bottom.. It worked well except that a long dry spell would cause cracks and then when it rained it would leak. Snow had to be swept off because it would get too heavy. The present kind of roof was put on in the early '30's. We still had a dirt roof when I left here in 1930.

One bad storm washed out the root cellar wall after '57 and I had to have it rebuilt. I have pictures of that. The biggest storm was the one that broke the log in the ceiling before Roman died. I remember building of the stonewall around the garden - I think in the 1920's.

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CHANGES IN THE BUILDING COMPLEX AT HUBBELL TRADING POST AND SIGNIFICANCE FOR DEVELOPMENT OF THE AREA AS A NATIONAL HISTORIC SITE -- A PRELIMINARY EVALUATION OF THE DATA AVAILABLE.

According to tradition two jacal structures, usually referred to as the "Leonard Buildings", were the earliest improvements on this site. Mrs. Dorothy Hubbell thinks that only the smaller (northernmost) of these two buildings was built by William Leonard and that the other was built by Don Lorenzo Hubbell. If this is correct, this small building was the original trading post on the site and was doubtless constructed in the 1870s. The larger building may well have been built somewhat later. Neither stands today, but it is highly probable that the foundations of both could be exposed by archaeological excavations. Only photographic data and drawings by E.A. Burbank supply any knowledge of these structures today.

The small jacal was apparently a two-room structure. There were two exterior chimneys on the north side, the only exterior evidence of internal partitions, and the building was too small for more than two rooms.

The larger jacal was a far more complex structure. Early photographs show as many as three chimneys. The irregualr outlines suggest a series of additions made to a simpler original structure. It is likely that the core structure was erected in the 1870s and that some of the additions date from the 1880s. A porch of sawed lumber and a very small room of stone masonry on the front were almost certainly the latest additions. A jacal extension on the back that does not extend across the full width of the building is probably a somewhat earlier addition. A room at the north end is said to have served Don Lorenzo as his trading post at one time and this was perhaps the second trading post here. The other rooms apparently had domestic functions, with the dinner bell suspended behind suggesting that the kitchen was to the rear. At the time this building was used for living quarters and trading post the smaller building was apparently used for office, guest house and perhaps storage.

There are no pictures dating from the period when these were the two major structures on the site and we do not know what auxiliary sheds, outhouses, fences or other miscellaneous features may have been associated with them.

ca 1890s The earliest photographs and drawings date from the late 1890s. All date after the beginning of construction of the Barn (HB-3) or do not include a view that would allow determination whether

Exhibit F

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ca 1904

A general view of the Hubbell grounds was taken by Simeon Schwemberger about 1904. A few more detailed photos of lesser scope supplement the data for this year, including a picture of the barn and interior shots by Vroman. As might be expected for such a short time interval, few changes are apparent.

The only difference in HB-1 is the absence of a chimney for the rug room. No stove pipe appears in its place and perhaps the rug room was unheated at this time. The office chimney is still in place and interior views by Vroman show the office fireplace still present as well.

The bread oven appears to have been replaced with a somewhat larger oven of similar construction to the former, but with less well-rounded contours.

There is a roof over the northwest room of the Barn, but the door is open all the way up to the roof and perhaps some of the wall is missing, but trees obscure the view.

The well house is in its present location.

Two out-houses are visible. One is probably the same as that noted for 1900. The second is west and somewhat north of HB-4.

There is a fence of upright logs, probably part of a corral, near the present location of the equipment corral. This is also the first picture to show extensive terracing of fields for irrigation and fenced fields. The fences for the fields include those on both sides of the lane. No fruit trees are yet identificable, but many junipers, particularly away from the buildings, are no longer present and were perhaps cut for the fence building.

ca 1915

One panoramic view of about 1915, plus numerous close-ups of various structures within a few years of this date, allow for considerable detail for this time level.

There is no significant change in the jacal buildings, except that it seems definite that only two chimneys remain on the larger. A Spanish-Indian style of bread oven appears behind the these in one close-up photo. Its presence or absence in previous photos is uncertain and it may have been in place for some time.

There are no significant changes in HB-1.

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HB-2, the house, seems to be complete in its present form, although features on the south and southeast, such as the root cellar and the rear porch, are not visible in any pictures through this period. Only two chimneys remain, apparently that for the Hall fireplace and one for a fireplace in bedroom II East. There are numerous stove pipes, probably for stoves in bedrooms I West, III West, the school room and the kitchen, perhaps also for the dining room.

HB-4 continues as a two-room structure. To the north of it the present bread oven or one similar to it appears to be under construction.

HB-8, the adobe utility building, appears for the first time.

The barn, HB-3, is being remodeled. The northwest room lacks a roof and the walls appear to have been at least partially taken down, but already in the process of being rebuilt, most of their length being below the level of the roof over the southwest room, but in the northeast corner now extending above this level.

The corral complex is partially developed. Two long sheds, one or both with open fronts, are in the area of the equipment corrals.

ca 1920

There are two panoramic photos for about 1920 and many more detailed views. These show a number of changes.

The only change of significance on the trading post is the replacement of the office chimney with a stove pipe.

The house is complete in its present form with only one chimney and with the rear porch definitely in place. There are a number of stove pipes, but associating these with rooms is difficult, probably they are for stoves in bedrooms I West and III West, for the school room and the kitchen. Very faint images suggest stove pipes for the east bedrooms as well.

The jacal buildings are still standing, but according to Mrs. Hubbell were no longer in use.

One, and for a time at least, two, bread ovens were in use. Each had a partial roof over it. HB-4 is still only a two-room building.

Between HB-4 and HB-8 is a small structure of indeterminate use and construction. It is possible that this is merely a tent, but it might be a more durable plank structure.

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Some of the photos dated "ca 1920" show the water tower behind the second bread oven or beside the first, while others do not. The dating of these photos is probably much more variable than the notes would indicate. The data from Mrs. Hubbell suggests that the tower was there throughout the '20s, but a specific statement to that effect is lacking. It seems reasonable to conclude that it was built in the early "20s, but this must remain a guess until further data are available. Out-houses are still present in these photos. That near the arroyo is no longer present, but the one just southwest of HB-8 is still in place and a new one is directly behind (south) of HB-8, outside a fenced back yard which has a shed in the southwest corner.

HB-5, the "stone residence", has been built and the garage attached to the east end is also present. There may be an out-house a bit to the southwest of HB-5. The two long sheds in the corral area are now enclosed on the front, a jacal wall of upright logs being used on that to the north. The one behind it appears to have been changed, the roof which slanted to the south in the 1915 photo now slanting to the north and overlapping the lower roof of the adjacent shed. It is probable that the two sheds were connected and together formed on large garage for parking and storing farm equipment and machinery. The corrals south of the Barn seem to be well developed, although details are vague in these photos.

The Barn, HB-3, is standing in very much its present state. The fields cover about the same area as in the previous photo, but small evenly-spaced trees along the lateral irrigation ditch along the south edge of the east field ~~indicate that at least some~~ of the fruit trees were in and growing. There are also some larger trees along the main irrigation canal that are probably cottonwoods.

The small stone building that served as a generator house for the Kohler plant in the southwest corner of what was to become the school tract appears, but lacking the two appended rooms that some pictures show.

ca 1931

The next panoramic view and the last to be considered here was taken from Hubbell Hill be Ed Eckel in April 1931. It is a large print showing considerable detail. Numerous changes and additions can be seen.

The trading post, HB-1, is about the same as in previous photos. but the laundromat, HB-9, almost fully roofed, is appended to the south end. The roof of the laundromat appears to have all vigas in place and adobe covering over all but a small portion on the south end where work was presumably still in progress.

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EXTRACT FROM ANNUAL REPORT OF H. F. ROBINSON
FOR FISCAL YEAR 1921.

(FILED IN IRRIGATION)
(FOR MAP SHOWING GANADO PROJECT SEE SAME REPORT.)

GANADO

The work on this project consisted mostly of maintenance and operation.

During the year there has been an ample supply of clear water in the Rio Pueblo Colorado, so that it has not been necessary to divert any of the heavily silt laden flood waters into the reservoir and at the end of the irrigation season there was 2,005 acre feet. At the beginning of the irrigation season of 1921 we had 2,260 acre feet. Beginning with next year a performance chart of this reservoir will be prepared.

Superintendent Peter Paquette of Fort Defiance began the allotting of lands in this project in January and was besieged with requests from the Indians for allotments. Allottees at once commenced preparing their twenty acre plots and in a few instances building fences. By the middle of May we were delivering water to seventeen users, sixteen are under the south side ditch and one under the north side. A number of Indians who have plots under the north side ditch asked for water but we were unable to deliver water to them because the ditch

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was not in condition. It is hoped to save enough money from maintenance next year to place the north side ditch in condition to serve these and other plots under it.

For some years past high waters have been cutting into the east bank of the Rio Pueblo Colorado above the diversion dam threatening to make a channel around the dam. To prevent this three jetties of cedar brush and rock, each 35 feet long, 12 feet wide and seven feet high, were built to deflect flood waters from the east bank.

Floods in July 1920 cut deeply into the arroyo banks at flume No. 4 and there was danger that the caissons supporting the steel truss might be taken out. Heavy dry walls were laid up around the caissons to prevent further cutting.

Between flumes 3 and 4 wind and water borne sand has given us a great deal of trouble. To remedy this a dike 400 feet long and three feet high was built to turn floods coming down the small arroyo into the river above flume No. 3.

The wooden Pratt truss supporting flume No. 5 has become so badly sagged and out of line

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that it was deemed necessary to replace it with a steel truss. The new truss is located far enough off the line of the old one that it is not necessary to interrupt delivery of water during construction. The truss is a 48 foot span deck structure supported on caissons made of 24 inch corrugated culvert pipes 12 feet long. At the end of June the construction of the truss was not entirely completed.

Flume A on the north side ditch was built. This is a No. 60 galvanized metal flume supported by a wooden truss with 20 foot span. A small arroyo not deep enough to permit the use of a culvert, but which occasionally carries considerable water crosses the north side ditch 800 feet below flume A and necessitated a water bridge. These two structures enabled us to furnish water to one 30 acre plot on the north side.

Under his agreement with the Government Mr. J. L. Hubbell cleaned the ditch from the headgate to his farm. From there on the Indian water users cleaned the ditch without pay.

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As stated above, we have this year seventeen Indian water users cultivating 220 acres; the Presbyterian School and Mission are cultivating 30 acres and Mr. Hubbell 100, making a total this year of 350.acres.

It is believed now that allotting of lands in this project has begun a considerably more satisfactory return for the money expended will be shown.

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DEPARTMENT OF THE INTERIOR,
U. S. INDIAN IRRIGATION SERVICE,
District No. 5.

FISCAL YEAR
1921.

Ganado Project. Navajo Reservation.

IRRIGATION DATA.

1.	Number of Indian on Reservation Under Navajo School	11,280
2.	Estimated total area of irrigable land	*
3.	Area under constructed canals	1,740 **
4.	Acreage irrigated by Indians	220
5.	Acreage irrigated by White Leesees	
6.	Acreage irrigated by White Owners	130
7.	Total acreage irrigated to June 30, 1921.	350
8.	Acreage under conatructed canals but not cult.	1,390
9.	Estimated expenditures for 1922.	$3,500.00

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DEPARTMENT OF THE INTERIOR
U. S. INDIAN IRRIGATION SERVICE
DISTRICT No. 5.

Fiscal Year
1921.

Ganado Project Navajo Reservation

F I N A N C I A L R E P O R T .

	F.Y. 1921	To Date
1. Preliminary Surveys and Construction	53.00	107,581.74
2. Operation and Maintenance	3,975.49	18,427.86
3. Chief Engineer's Office Charges		1,344.86
4. Inventories		1,509.61
5. Gross Costs		
6. Less Collections		
7. Net Costs to June 30, 1921		128,864.07
8. Miscellaneous Costs not Irrigation		
9. Uncollected Accounts		

List disbursements by funds

Increase of Compensation Indian Service	570.42
Irrigation Indian Reservations Reimbursable	7,585.20
Ganado Irrigation Project Navajo Res. Ariz. Reimb.	10,255.84
M.& O. " " " " " " "	43,749.13
" " " " " " "	1,095.48
Expended Prior to June 30, 1915	64,601.39

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United States Department of the Interior
NATIONAL PARK SERVICE
SOUTHWEST REGION
P.O. Box 728
Santa Fe, New Mexico 87501

IN REPLY REFER TO:
L54-MM

May 2, 1975

Memorandum

To: Superintendent, Hubbell Trading Post NHS

From: Hydraulic Engineer, Water Resources, MM, SWR

Subject: 1975 Assessment of Water and Related Land Resources

Enclosed is a rough draft copy we have prepared for your area in order to comply with WASO's request on this subject. Included is a brief explanatory note on what this study is all about and the importance of our involvement.

We would appreciate your reviewing the rough draft to see if it agrees with your understanding of any water and related land problems that exist in your park. Please make any changes or additions and relay them to me at your earliest opportunity. This report was due in WASO on May 2, 1975.

Should you have any questions or wish to relay your reaction to the rough draft by telephone, please call (505) 988-6368. Negative response will be welcomed.

Your cooperation, as always, is appreciated.

WITHOUT WATER, LIFE ITSELF CANNOT
BE SUSTAINED

Garland Moore

Garland Moore

Enclosures

CALLED 5/6/75
CLARIFIED ACRE FOOTAGE, ADVISED OF POTENTIAL NPS A- LINK.

RECEIVED
HUBBELL TRADING POST NHS
MAY 05 '75
Surname Date
Superintendent
Administration
Interpretation
Maint. Service
Maintenance
File

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Hubbell Trading Post National Historic Site

1. Location: Apache County, Arizona.

2. Drainage Basin: Lower Colorado Region 15, ASA 01
   Sub-basin: Pueblo Colorado Wash.

3. Water Supply: Well source and irrigation reights to Ganado Ditch.

4. Water Users: Permanent employees, families, concessioner, maintenance area, and visitors. Visitation is projected to increase from 72,100 in 1973 to 75,000 in 1985 and 96,000 by the year 2000.

5. Water Demand: Water demand is projected to increase from 1.3 million gallons in 1975 to an estimated 1.7 and 2.2 million gallons in the years 1985 and 2000 respectively.

6. Water Rights: The United States enjoys the right to divert and beneficially use 400 acre feet of irrigation water per annum, from the Ganado Ditch on 150 acre of land. Time of priority claimed is from May 31, 1913.

7. Landscape Assessments: This ASA's area has a high priority need for landscape assessment studies. This area is perceived to have high scenic values which may be threatened by indiscriminate development.

8. Dangers to Park Values:

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SUPERINTENDENT'S RECOMMENDATION: DATE: 09/10/70

This second well should be abandoned and an adequate system installed in conjunction with the new well. This would supply Hubbell with excellent water as well as supplying sufficient water for fire protection purposes. At the present time the Hubbell Complex system is capable of supplying only enough water for one garden hose at 40 lbs. pressure.

The irrigation water right consists of 400 acre feet per year which is adequate however it is doubtful that 5 acre feet per year have been used for the past twenty years, as there has been no agricultural activities with the exception of a small plot of Indian corn of about 1/4 acre. On July 20th 1970 irrigation was iniated on about 20 acres and was continued until August 27th, at which time the old metal syphon started leaking and the irrigation company turned the water out of the canal and to this date, Sept. 10th it has not been restored which forced discontinuation of our irrigation program. A considerable amount of finances and labor will be required to restore the irrigation system to it's original condition as there are about five miles of ditches to be re-built plus about 300 stone head structures requiring complete restoration. It will also be necessary to restore the berms for about 100 acres as all farming was done by contour method.

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NATIONAL PARK SERVICE

WATER RESOURCE PROPOSAL

DISTRIBUTION
NO. TO

ESTIMATED TOTAL MAXIMUM DAILY USE OF AREA SERVED BY THIS SYSTEM (GALLONS/DAY) — PRESENT: 200 P/D — TWENTY YEARS FROM PRESENT: 700 P/D

FACILITIES TO BE SERVED AND NUMBER OF SITES		ESTIMATED MAXIMUM NUMBER PERSONS/DAY: EXISTING	REPLACEMENT OF EXISTING	EXPANSION OF EXISTING	NEW
CAMPGROUND	NONE				
PICNIC AREA	One				
COMFORT STATIONS	None at present				
RESIDENCES	Seven				
OTHER (SPECIFY)					
.					
CONCESSION FACILITIES (SPECIFY)	One				

Hubbell Trading Post is operated by Southwest Parks & Monuments Association.

TYPE AND PERCENTAGE OF WATER USE	DOMESTIC (RES.& MAINT.)	PUBLIC	IRRIGATION	FIRE	WILDLIFE	OTHER
	70%	10%	20%			

PREVIOUS INVESTIGATIONS OR STUDIES — ORGANIZATION — YEAR: NONE

LAND STATUS: Agricultural - 173 Acres — FIRST YEAR WATER NEEDED: — % SEASONAL USE:

EXISTING USABLE WATER SOURCES	RIVER	SPRING	WELL	LAKE	OTHER
THOUSAND GALLONS/DAY (Mgpd) per year 400 Ac. Ft.	X	-	-	X	-

ESTIMATED TOTAL PEAK DEMAND (Mgpd): 400 Ac.Ft. per year — PRESENT WATER QUANTITY AVAILABLE, INCLUDING STORAGE, TO MEET PEAK DEMAND: 400 Acre feet per year

ADDITIONAL WATER QUANTITY NEEDED TO MEET PRESENT PEAK DEMAND (Mgpd): None — ADDITIONAL WATER QUANTITY NEEDED TO MEET PEAK DEMAND 20 YEARS FROM PRESENT: None

NARRATIVE OF SITUATION, MANAGEMENT REQUIREMENTS AND JUSTIFICATION:

At present Hubbell's domestic water is supplied by two wells. One is a newly drilled well, 340' deep, located 1810' east of the trading post. The water is of excellent quality and it is capable of producing 200 gals. per minute which is adequate for all of Hubbell's domestic needs. At present there is a temporary pump installed, capable of pumping about 15 gals. per minute and is used for the residential area only. The other well used as the domestic supply for the Hubbell Complex proper is about 30' deep, located on the south bank of Pueblo Colorado Creek. This creek is constantly being polluted with raw sewage. Our last two water samples submitted were returned showing OVERGROWTH. (Continued on seperate sheet, attached)

SUPERINTENDENTS RECOMMENDATION AND DATE: See attached sheet for recommendation. 09/10/70

REGIONAL DIRECTORS APPROVAL AND DATE

PRIORITY

PREPARED BY AND DATE: 09/10/70

REGION: Southwest Region. PARK: Hubbell Trading Post Nat'l.Historic Site

ENVELOPED AREA (EXISTING)(PROPOSED): Existing

COST ESTIMATE TO BE CONTRIBUTED BY WATER RESOURCES	M & P	W.R.RES ACQ	R. & CONST
USGS ASSIST			
PVT CONTRACT			
PARK TRAFFIC			
OTHER			
TOTAL			

PROJECT TITLE

ESTIMATE DATE

W. R. INVENTORY NUMBER

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DEPARTMENT OF THE INTERIOR
FRANKLIN K. LANE, Secretary

UNITED STATES GEOLOGICAL SURVEY
GEORGE OTIS SMITH, Director

Water-Supply Paper 380

THE NAVAJO COUNTRY

A GEOGRAPHIC AND HYDROGRAPHIC RECONNAISSANCE OF PARTS OF ARIZONA, NEW MEXICO, AND UTAH

BY

HERBERT E. GREGORY

WASHINGTON
GOVERNMENT PRINTING OFFICE
1916

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distance water is present even in the dry season, as short stream stretches, interrupted by expanses of dry sandy floor. The stream is also intermittent along its course from St. Michaels to Oak Spring, below which it becomes perennial while passing through lower Black Creek Canyon, assuming once more an intermittent character in the 10-mile stretch ending at Puerco River. Two short tributaries to Black Creek, one from Buell Park, the other at St. Michaels, are perennial for a mile or so of their upper courses and reach their master stream for about six months in a year. A third tributary, Bonito Creek, rising in Quartzite Canyon, discharges at low water 0.87 second-foot,[1] and though only about 5 miles long has determined the location of Fort Defiance and made possible the irrigated fields and gardens which give to this spot its attractive features.

PUEBLO COLORADO WASH.

Nearly 1,250 square miles of the Defiance Plateau is drained by the Pueblo Colorado Wash, the upper 18 miles of which, from its source to Ganado, is a perennial stream, its discharge at low water being perhaps 2 second-feet. (See p. 110.) From Ganado to Holbrook, a distance of more than 100 miles, the stream flows only in response to showers. The terraces along the canyon in the upper portion and the wide flats below the mouth of the canyon have been cultivated by means of irrigation since the days of the cliff dwellers, and this permanent supply of water in the midst of an arid expanse has made of Ganado an important center of agricultural and commercial activity for the Navajos and the white traders.

CHINLE DRAINAGE SYSTEM.

The 4,790 square miles of the Navajo Reservation included in the Chinle drainage area comprises a region intimately associated with the life of the Navajo race and with the history of the prehistoric populations of the plateau province. Cliff ruins are found in nearly all the canyoned tributaries and traces of ancient irrigated fields are distributed far and wide through the valleys. Following the cliff dweller and the Hopi, the Navajo has occupied the favorable spots within the Chinle basin and practiced agriculture by irrigation and dry farming, making use of his knowledge of fluctuation in stream flow. The main Chinle is ephemeral in its flow from its head, 6 miles northwest of Ganado, to Chinle, a distance of 38 miles. From Chinle to the mouth of Tyende Creek the stream is ephemeral or in rare years intermittent during the dry season, with the proportion of waterless bed much in excess of flowing stretches. Below the mouth of the Tyende the flow of the Chinle is permanent, except where obstructed for short distances by accumulations of wind-

[1] Measured by Lieut. H. C. Brown, October, 1892.

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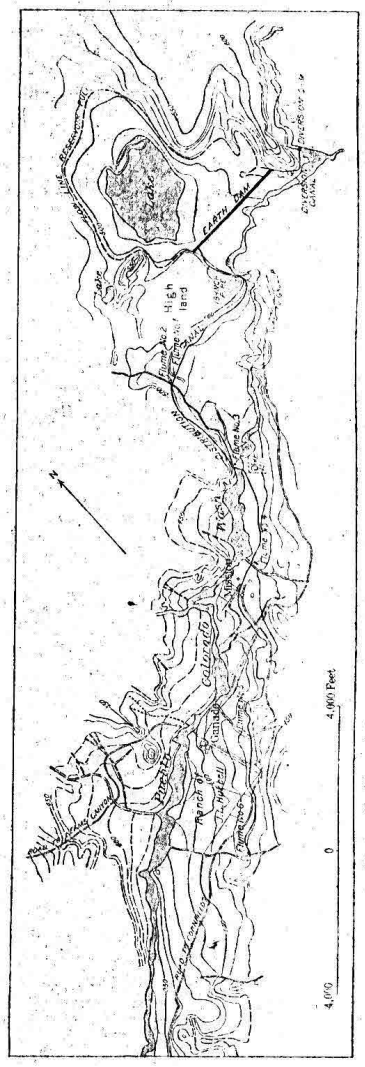
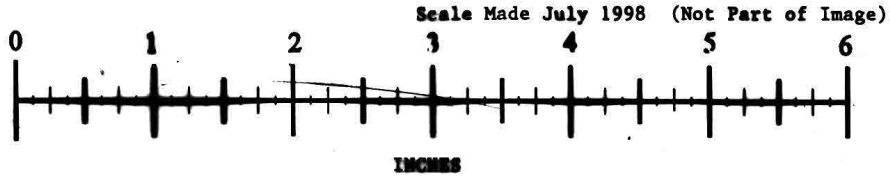


FIGURE 5.—Map of Ganado irrigation project. From maps furnished by Office of Indian Affairs.

1909, has a capacity of 1,300 acre-feet. At the time of my visits, in 1909 and 1911, the works were out of repair and had apparently been abandoned. In a report to the War Department in 1893 Lieut. W. C. Brown called attention to the fact that 10,000,000 gallons of water could be impounded on upper Wheatfields Creek by an earth dam 300 feet long and 20 feet high.

Ganado reservoir.—Ganado is a short distance below the mouth of the canyon portion of Pueblo Colorado Wash. The stream at this point is perennial, and extensive flats below consist of fertile soil well situated for irrigation. Three miles above Ganado is a natural lake which rarely becomes entirely dry. From time to time the waters of this lake, supplemented by flow from the Pueblo Colorado, have been utilized by means of low earth dams and distributing ditches constructed by the local trader, Mr. J. L. Hubbell. Since the water to be stored at this place is for the benefit of the Navajos my recommendation (report for 1909) was added to that of other Government officers that a suitable dam,



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headgate, and ditches be constructed according to plans outlined by Mr. H. F. Robinson, irrigation engineer, and it was gratifying to see this work near completion at my visit in 1913. (See fig. 5.)

The drainage area above the reservoir, comprising about 205 square miles, is in large part forested and grass covered. The storage basin is designed to hold 1,138 acre-feet of water, which, on the assumption of a duty of water of 2.5 feet, is sufficient to irrigate 1,775 acres of tilled land with each filling of the reservoir. By storing the water at low stages of the creek the difficulties arising from deposits of silt are largely eliminated. The system is capable of expansion, and Mr. Robinson has devised plans for disposing of a large part of the silt if it should be found desirable to utilize flood waters. The estimated cost of the Ganado project is $35 an acre.

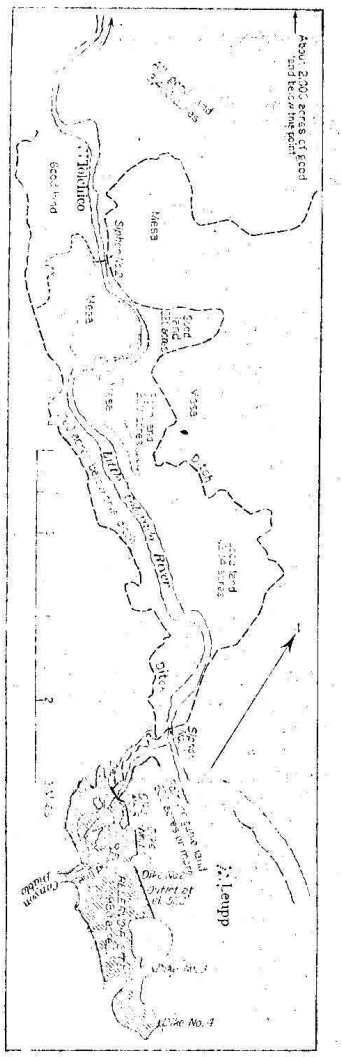


FIGURE 6.—Map of project irrigation works at Leupp, Ariz.

PROJECT AWAITING DEVELOPMENT.

Leupp reservoir.—The impracticability of utilizing the flood waters of the Little Colorado for irrigation at Leupp has led to a study of a scheme whereby the flood water of Canyon Diablo and tributary streams, draining an area of about



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deposited by the wind. Lakes are accordingly strung along these canyons at irregular intervals. These water bodies are narrow, attain lengths of 30 to 200 feet and in general are clear, fresh, and bordered by zones of reeds and water grass. About one half of the 10 or 15 lakes observed are perennial; the others become marshy or playas during the dry months. The largest of the group is Red Lake, two partly detached bodies of brackish water about one-half mile in total length, whose volume and area varies widely with the seasons.

EPHEMERAL LAKES.

Numerous depressions floored by adobe or sand and cut off from drainage lines by deposits of sediment from tributary washes or by sand dunes are to be found along the borders of the larger valleys. These hollows contain shallow water bodies for periods ranging from a few days to six or seven months in each year. The water is often turbid from stirring of the bottom by waves and in places is brackish or alkaline. Several such "dry lakes" are found in the Chinle Valley, the largest of which, Bekihatso, has been known to hold water throughout the summer months. Beds of ephemeral lakes were also noted along the southern edge of Black Mesa, within the Hopi Buttes, the Tusayan Washes, and the Chuska Valley provinces; and the glistening, burning floors of three ephemeral lakes in the Little Colorado Valley were crossed during the early summer of 1913.

OTHER LAKES.

Three lakes on Dutton Plateau and nine lakes on the Chaco Plateau were found to contain water during the driest part of 1911. The floors of these lakes are formed by shales of the Cretaceous period and their waters are confined by widespread deposits of silt and sand in the form of low-grade fans, which change in position from year to year. Two small ponds of the same nature were seen on Black Mesa and one on the Shato Plateau.

UTILIZATION OF LAKES.

As reservoirs for irrigation the lakes of the Navajo country have little value. They are too low set for use on lands in the immediate vicinity, and their volume of water is too small to justify the expense of transportation by ditches. Moreover, the lakes on the Chuska Mountains are at too great an altitude (9,000 feet) to be used for crops requiring a long growing season. They, however, furnish sites for the construction of storage reservoirs. The basin is ready prepared, and an increase in the amount of water impounded may be obtained by constructing a suitable dam. Two

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storage reservoirs constructed by the Government—Red Lake and Ganado—make use of natural lakes. Bekihatso Lake and an ephemeral lake bed about 6 miles northwest of Sunrise Springs, and two of the Seven Lakes group on Chaco Plateau, are worthy of study with irrigation in view. At the present time the lakes of all types are utilized for stock watering, and from several of them greater permanence and increased volume could be obtained by means of inexpensive dams—a method employed by cattlemen on the lands adjoining the reservation.

WATER HOLES IN THE WASHES.

Rock-floored channels are in a number of places marked by pot-holes and cavities produced by widening of joints and by solution. They are particularly likely to be found immediately above and below dry waterfalls. In some of these pockets water remains throughout the year and constitutes a reliable supply in an otherwise desert stretch. Water from such rock holes was used by my party at Agathla, at Keams copper mines, at the north base of Dutton Plateau, on Defiance Plateau, at Grand Falls, and at a few other places. After floods in the washes pools of water remain for weeks and sometimes throughout the year. Such water holes are distributed along the dry bed of the Little Colorado, where their preservation is due to scour, which forms a depression below the water table. Depressions floored with a film of silt or adobe, which prevents percolation, may likewise hold remnants of a flood for long periods. Abandoned high-level meanders in adobe flood plains observed along the Chinle, the Dinnebito, and Steamboat washes were found to contain water even during the dry season. These supplies are not, however, to be relied upon, for their position and permanence may vary widely during the season.

DIRECT UTILIZATION OF RAINFALL.

GENERAL CONDITIONS.

In parts of the reservation where surface water and springs are absent and where wells are too expensive to justify construction supplies for domestic use and for small flocks may be obtained by storing rain water. Cisterns for travelers and for teams might be constructed on the long roads which must be traversed on entering the reservation and in going from place to place across it; and the amount of water available at stores, missionary settlements, and Government headquarters might be increased by similar means.

Collected rain is particularly desirable where the present water supply, though sufficient in amount and available for stock, is unsuited

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55		2½ miles east of Hashldito Spring	do			
56		3 miles northwest of Chuska Peak				Several springs at elevation of 9,200 feet.
57		Along edge of Chuska Mountain				3 springs at elevation of 8,000 feet, reported by Lieut. Brown.
58		East base of Chuska Mountain, north of Washington Pass.				Several springs.
59		Top of Beautiful Mountain				
60		Middle northwest side of Beautiful Mountain				
61		Northeast base of Roof Butte				
62		In canyon 5 miles north of View Point				
63	Rock Springs	Sampson's store	Contact of shale and sandstone of Mesaverde formation.	2		Developed artificially by tunneling.
64		East side of Black Creek Valley, 3 miles southeast of Fort Defiance.	Contact of alluvium and sandstone		Fair	
65		In canyon 4½ miles northwest of Manuelito railroad station.				
66	Tunnel Spring	3 miles northeast of Fort Defiance	Wingate sandstone		Good	In natural tunnel in Wingate sandstone.
67	Buell Park Spring	Buell Park	Bubbling spring in alluvium	1	do	Issues from an area of swamp.
68	Hunter Point	Black Creek near Hunter Point	Contact of alluvium and shale	2	do	Fluctuates greatly in volume.
69		On road at Red Lake (north of Fort Defiance)		.3		Tastes strongly of lime.
70	Tanner Spring	Lower Wide Ruin Wash	Sand dunes over Chinle formation	10	Good	Used for irrigation; perennial.
71	Oak Spring	Black Creek Valley	Contact of alluvium and bedrock; also from bedding planes in Moenkopi formation.		do	
72	St. Michaels	St. Michaels	Contact of alluvium and bedrock	.5–2	do	Several springs distributed along shallow arroyos; perennial.
73	Todacheene	5 miles southwest of Cross Canyon	Alluvium and eolian deposits	.07	Fair	Perennial.
74	Lizard Spring	6 miles north of Ganado	Contact of shale and limestone of Chinle formation.	1	Alkaline	
75	Seepage Spring	Between Ganado and Fluted Rock	Contact of alluvium and sandstone	1	Good	
76	Sonsela springs	Sonsela Buttes	Contact of lava and Chinle formation	.5–2	do	5 or 6 springs emerge from beneath the lava; perennial.
77		West side of Black Creek Valley, 4 miles southwest of Hunter Point.	Alluvium concealing joints and bedding planes in rock.		do	
78		3 miles southeast of Cornfields School	Landslide debris from Chinle formation.	1	Alkaline	
79		Bonito Canyon	Alluvial gravels and joints in Moenkopi formation.		Good	Supplies Fort Defiance.
80		Quartzite Canyon	Alluvium overlying rock; in joints in quartzite and in sandstone of the Moenkopi formation.		do	A large number of springs and seeps forming a brook.
81		Fluted Rock	Contact of alluvium and bedrock	.5–1	do	3 springs, 1 north, 1 east, and 1 south of Butte.
82		3 miles west of Fort Defiance sawmill	Contact of alluvium and sandstone	.7	do	
83		On Ganado trail, 9 miles west of Fluted Rock	Contact of alluvium and sandstone; also from joints in sandstone.	.5–1	do	Several springs in adjoining arroyos supply short stream.
84		On Chinle-Fort Defiance road, between sawmill and Chinle.	Alluvium over sandstone	2	Fair	Several seeps and small springs at head of drainage; perennial.
85		Upper Canyon de Chelly	Contact of Shinarump conglomerate and De Chelly sandstone.	.10–3	Excellent	Springs are distributed along the canyon at this horizon.
86		2 miles west of Tanner spring		.8		

NOTE.—Chuska Mountains, 57–62; Manuelito Plateau, 63–65; Black Creek Valley, 66–69; Defiance Plateau, 70–86.

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Records of springs in the Navajo and Hopi reservations—Continued.

No.	Name.	Location.	Source.	Estimated flow (gallons per minute).	Quality.	Remarks.
87		1½ miles west of Wide Ruin store		7		
88		Old sawmill west of Fort Defiance				
89		On Canado trail, 5½ miles west of Fluted Rock				2 springs.
90		Head of Nazlini Creek				Do.
91		Head of Monument Canyon				
92		On Chinle and Fort Defiance road, 14 miles southeast of Chinle School.	Contact of alluvium and bedrock	1–3		Several springs at head of shallow canyon.
93		2 miles northeast of Round Rock (Tsenakani)		.6		
94	Greasewood Spring	16 miles southwest of Sunrise Springs	Seep from dunes	.05	Excellent	Water held in artificial excavation in rock.
95	Sunrise Springs	11 miles southwest of Canado	Tertiary sandstone and McElmo (?) formation.	.50	do	Developed by tunneling; perennial.
96	Tolokozh Spring	4 miles southwest of Mesa Ventana	Decomposed sandstone of McElmo formation.		Somewhat alkaline.	
97	Malto Spring	12 miles northwest of Chinle School	Alluvium and cross-bedding planes in Navajo sandstone.	3	Good	
98	Alamo Spring	15 miles northwest of Chinle school	do	4	do	
99	Hashlditto Spring	Three-fourths mile north of Los Gigantes Buttes.	Shales of Chinle formation	2	Alkaline	
100	Trout Spring	2 miles southeast of Lohali				
101	Shato Spring	1½ miles northeast of Trout Spring				
102	Sand Cone Spring	Chinle Valley, 11 miles north of Chinle School				
103	Setsiltso	West side of Chinle Valley, 16 miles northwest of Round Rock store.	Sandstone of La Plata group			8 springs reported by Lieut. Gatewits, 1892.
104		Head of Beautiful Valley	Alluvium over rock	.60	Poor	
105		Chinle Valley, 7 miles northwest of Chinle School.				Lieut. Sapse reports no water (1893).
106		West side of Chinle Wash	Alcove in Navajo sandstone	(?)	Excellent	Many such places of fruit enough water for one family and limited stock.
107		5 miles southeast of Bitsibuttos Butte	Junction of cross-bedding lamina in sandstone.	.05	do	
108		2 miles west of Bitsibuttos Butte	Red shales of McElmo formation	1	Strongly alkaline	
109		Cliff house in lower Chinle Wash	Joints in bedding planes in Navajo sandstone.	15	Excellent	
110		6 miles southeast of Chalsitla	Joints in sandstone of La Plata group	.05	do	Reduced to a seep in dry seasons.
111		East side of Sahotsoldbeahe Canyon, 10 miles southwest of Mexican Water.	Cross-bedding laminæ in sandstone of La Plata group.	2	do	Group of several springs.

NOTE.—Defiance Plateau, 39–46; Chinle and Pueblo Colorado Valleys, 94–114.

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In the Leroux and Cottonwood washes ample supplies for cattle ranches are obtained from the alluvial fill at depths usually less than 30 feet. At the Wallace, Donahue, and Hennessy ranch, near Adamana, driven wells are used, and I am informed by Mr. Hennessy that the "first water," struck at about 17 feet, is in general alkaline; that at 30 feet it is slightly salty, but at depths between 40 and 50 feet pure water is obtained. In this area "salt wells," "alkali," and "fresh" wells occur at distances less than one-half mile apart.

A well at the Tohachi Mission, sunk 45 feet into the gravels of the upper valley floor at the base of Chuska Mountain, contains 8 feet of water even during the dry season.

In Wide Ruin Wash the only unfailing supply of water between Tanner Spring and Wide Ruin is obtained from a well dug in an alluvial terrace. This well is curbed with timber and reaches a depth of 37 feet, including 5 feet of water. Three wells in similar locations, and yielding satisfactory supplies, have been dug at Ganado to depths 14 to 20 feet. Water is also obtained in the Oraibi Wash at depths between 5 and 30 feet, in the Black Creek Valley at depths usually less than 10 feet. At the Cornfields School, below Ganado, it was found necessary to pass through 56 feet of sands and gravels before a stratum was discovered which yielded sufficient water to supply the local needs.

Water from the highlands tributary to a wash is poured out over the long alluvial slopes and makes its way both on the surface and underground toward the axis of the main wash. Part of the amount remaining, after the run-off and evaporation have taken their toll, approaches the surface or actually emerges as springs or seeps on the flat central floor of the wash. Generally speaking, the depth to water increases as the alluvial slopes are ascended, for, as shown by Meinzer,[1] although the water table slopes upward in the direction of the mouths of contributory canyons, whence the principal supplies of water are derived, the surface of the ground also slopes upward, and usually at a more rapid rate. Water is, therefore, likely to be found at the least depth near the main channels of a wash, and it seems desirable to select well sites on the borders of the wash above the reach of the highest floods. Chances for success are improved by the selection of a site near the junction of a tributary wash with the main channel.

WELLS IN HIGH VALLEYS.

Unlike the deeply filled troughs of the large washes, many of the upper tributary valleys are thinly veneered with sediment, at the base of which, lying on bedrock, water may be found.

[1] Meinzer, O. E., U. S. Geol. Survey Water-Supply Paper 277, p. 36, 1911.

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Records of wells in the Navajo country—Continued.

No.	Topographic province.	Locality.	Topographic position.	Depth.	Depth to rock.	Depth to water.	Rock in which drilled.	Yield per minute.	Remarks.
				Feet.	*Feet.*	*Feet.*		*Gallons.*	
95	Chinle Valley	1 mile north of Ganado-Kearns Canyon road, Ariz.	Floor of valley	162	60	108	Chinle formation	1	Water rose 30 feet in well; water salty; windmill installed.
96	do	2 miles north of Ganado-Kearns Canyon road, Ariz.	do	160			do	Dry	
100	Pueblo Colorado Valley.	Ganado store, Ariz	Bank of wash	25		15±		Sufficient for ordinary purposes.	Two wells.
101	do	Ganado Mission, Ariz	do	20		14		Abundant	
102	do	Cornfields School, Ariz	Wash	50–73		50–54		10	3 other wells in this vicinity; water rose 15 feet in one drilled.
103	do	Greasewood Springs, 12 miles southwest of Cornfields, Ariz.	On border of wash	6–10		4–6			Several wells.
104	do	Lorain Wash, Ariz	Floor of wash	14–20		10–20			Many wells for cattle.
105	do	Short Branch, 10 miles north of Holbrook, Ariz.		15–20		10–20		Sufficient for 1,000 head of cattle.	2 wells.
119	Hopi Buttes	Indian Wells, Ariz	Bed of narrow wash	6–8	35			50	Three wells.
120	Tsegi Wash	9 miles south of Oraibi, Ariz	Floor of wash	65	60	35		5–8	Windmill installed.
121	do	3 miles southwest of Shongopovi, Ariz.	Edge of wash					Dry	
122	do	2 miles southeast of Mishongnovi, Ariz.	Floor of wash	117					Record missing. Windmill installed.
123	do	First Mesa Wash, 5 miles south of Walpi, Ariz.	do	88		60			Water somewhat polluted with alkali and sand in suspension.
124	do	First Mesa Wash, 31 miles east of Walpi, Ariz. (?).	do	48	44			Dry	
125	do	First Mesa Wash, 4 miles east of Walpi, Ariz. (?).	do	60	60	38		Large	Could be developed because of fine sand.
126	do	First Mesa Wash, 2 miles north of Keams Canyon, Ariz.	do	64	60	40			Could be developed because test is too near other wells.
127	do	Near "Five Houses," 3 miles southeast of Walpi, Ariz.	do	84	84	45		5–8	Abandoned.
128	do	"Five Houses," 5 miles southeast of Walpi, Ariz.	do	72+	72			Dry	
129	do	"Five Houses," Ariz	do	55	52			do	
130	do	First Mesa Wash, 8 miles south of Walpi, Ariz.	do						Record missing.
131	do	Oraibi Wash, 6 miles north of east of Monument Point, Ariz.	Flat, alluvial fan	72	72			do	
132	do	Oraibi Wash, 5 miles northeast of Monument Point, Ariz.	Alluvial fan					do	Do.

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COPY

Albuquerque, N. M., April 7 1915.

Mr. J. L. Hubbell,

Hotel Adams,

Phoenix, Arizona.

Dear Mr. Hubbell:

I am just in receipt of a letter from the Indian Office relative to your water rights, a copy of which is below.

I will prepare the things which they ask for, and I would ask you to make an affidavit as to the time you began to take out your ditchs when you first ran water in it, how many years it was in operation and if possible, what it cost you. Also size ditch was built.

The following is the substance of the letter:

"There is herewith returned the form of agreement forwarded to the Office with your letter of January 26, 1915, together with the form of agreement approved by this office and signed by Mr. J. L. Hubbell for the conveyance of his ditch and water rights to the United States in exchange for a reservoir right in the Canado Irrigation system, for an area of land equal to that which it appears that he has heretofore irrigated by direct diversion, together with a memorandum of March 6, 1915, setting forth the objections of the Department to the proposed agreement.

It appears necessary that you have prepared and forwarded a map drawn to scale, showing the location of the ditch with respect to other parts of the project and the land to be irrigated by it. You should report the dimensions of this ditch, its capacity, and all the general conditions which would have a bearing upon it or enable the Office to arrive at a close estimate of its value. It is desired that you state whether or not the use of this ditch and the acquisition of Mr. Hubbell's water rights, singly or together, would be necessary or of advantage to the United States in connection with the construction, operation and maintenance of the Canado project. It is believed that affidavits regarding the extent of use to which Mr. Hubbell has put water should be furnished, in order that the points raised by the Department may be explained."

I have asked Mr. Perry to make an affidavit as to his knowlege of the

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Work done by you, and the time you diverted water etc. he having knowledge of the facts while Superintendent in charge of the Navajo Reservation.

If you think that there is any one else who could make an affidavit to the facts, or any part of them, you might have them make it.

If you ever made any filings with the Territory or the County to show your rights to take water, a certified copy of the record might be of value.

Please attend to this as soon as possible so I may get my reply in to the Office.

I have just returned from Canado, and find that the construction work on the project is progressing finely.

Very truly,

Superintendent of Irrigation.

P. S. If you expect to return home soon, it might be wise for you to come here and see that the necessary claims and affidavits to support your contentions are prepared and sent in.

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UNITED STATES GOVERNMENT

memorandum

DATE: November 7, 1978

REPLY TO ATTN OF: Steven L. Hernandez, Attorney/Paralegal Specialist

SUBJECT: Registration of National Park Service Water Rights under the Arizona Water Rights Registration Act - Date: June 24, 1978

TO: Garland Moore, Hydraulic Engineer, Division of Maintenance, SWR

I. FACTS:

The National Park Service (hereinafter NPS) operates the following areas in Arizona which utilize water in one form or another.

a. Wupatki National Monument, Heiser Spring Diversion, Wupatki Spring Diversion.

b. Wupatki National Monument, Headquarters Well and Water System.

c. Wupatki National Monument, Citadel Ruin.

d. Sunset Crater National Monument.

e. Hubbell Trading Post.

f. Navajo National Monument, Well Betatakin Ruins Area Water System.

g. Canyon de Chelly, Headquarters Water System.

II. APPLICABLE LAW:

The Arizona Legislature passed the Arizona Water Rights Registration Act to become effective on August 9, 1974 in an effort to register any claims a present user of water had before June 12, 1919. More specifically, Arizona Revised Stat. Ann. § 45-181 states:

A. All persons using or claiming the right to withdraw or divert and make beneficial use of public waters of the state, except as provided in subsection B, shall file with the department not later than June 30, 1978* a statement of claim for each water right asserted on a form provided by the department. The filing by any person on behalf of its members or users shall constitute the required filing of the individual users under this section.

B. The requirement of the filing of a statement of claim shall not apply to any water rights issued pursuant to a permit or certificate issued by the department or its predecessors to rights acquired to the use of the mainstream waters of



*amended by legislation in June 1978 extending the filing date to June 30, 1979.

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OPTIONAL FORM NO. 10
(REV. 7-76)
GSA FPMR (41 CFR) 101-11.6
5010-112

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the Colorado River or to rights acquired or validated by contract with the United States of America, court decree or other adjudication.

In defining the word person, Arizona Revised Statute Annotated (hereinafter A.R.S.) § 45-180 (2) states in pertinent part:

> Person means . . . and the United States of America when claiming water rights established under the laws of this state.

The act further goes on to define water in A.R.S. § 45-180 (3) as:

> "Public waters" or "water" means waters of all sources flowing in streams, canyons, ravines or other natural channels, whether perennial or intermittent, flood, waste, or surplus water, and of lakes, ponds, and springs on the surface.

III. DISCUSSION:

A. Upon examination of the water docket files for the NPS areas discussed above, there appears to be only one area that may need to be registered under the Arizona Water Rights Registration Act. This conclusion is based on the following:

To begin with, the statute specifically exempts the requirement of filing a Statement of Claim to any water rights issued by permit. Thus those permits contained in the NPS areas which date post 1919 are exempted.

The definition of water in A.R.S. § 45-180 (3) seems to apply to only surface waters. The definition of groundwater is contained in A.R.S. § 45-301 and states, "Ground water" means water under the surface of the earth regardless of the geologic structure in which it is standing or moving. It does not include water flowing in underground streams with ascertainable beds and banks."

The NPS areas which utilize wells and draw on underground water are also exempt from the registration statement. The only controversial NPS area with respect to registration is Hubbell Trading Post located in Ganado, Arizona (Apache County).

B. Hubbell Trading Post

1. Surface Water

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> Examination of the Water Rights Docket revealed that Hubbell and the United States entered into an agreement to convey the existing canals, ditches, flumes, etc. used in the delivery of water from the Rio Pueblo Colorado which had been used for irrigation purposes by Hubbell to the United States. (See Exhibit A)

The conveyance, which was entered into on May 31, 1913, contained the following language in reference to the water right involved. It states in pertinent part:

> ... and the said Hubbell has heretofore built a canal or water ditch having its headgate on the south bank of the Rio Pueblo Colorado, at a point approximately 2¼ miles distant in a northerly and easterly direction from said land and running thence in a general southerly and westerly direction about 2½ miles, for the purposes of irrigating said land, and has irrigated said land for several seasons and has acquired for said irrigation water rights under the laws of Arizona, and ... (emphasis added).

As can be seen from the above language, Hubbell was in fact conveying away the water right and all existing structures used in the delivery of water from the Rio Pueblo Colorado. He specifically states that the water right was acquired under the laws of Arizona and that he had been irrigating for several seasons. As mentioned previously, the Arizona Water Rights Registration Act seeks to register those uses of water prior to June 12, 1919 that were acquired pursuant to state law. Based on these facts, it would appear that the United States should file the Hubbell claim.

One of the purposes of the Registration Act is to establish priorities based on when the user first appropriated the water. There are no records in the Water Rights Docket as to when Hubbell first started to divert water outside of the language above which mentions that he "has irrigated said land for several seasons". In an effort to pin down an exact date of priority, I spoke to Chuck Vergith of the Arizona State Land Department, Water Rights Section by telephone on October 4, 1978. After giving him the tract of land named in the conveyance and the name of the claimant as J. L. Hubbell, he informed me that they had no record of any water right registered by Hubbell or any water right associated with the particular piece of land involved. He suggested that I research the county records to see if Hubbell filed in the County Recorder's Office for Ganado County which is located in St. Johns, Arizona.

In 1893, the Arizona Legislative Assembly passed an act "Relating to the Appropriation of Water and the Construction and Maintenance of

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Reservoirs, Dams and Canals". (See Exhibit B) The Act basically outlined how one went about appropriating water. The Act in pertinent parts reads as follows:

> That any person ... shall have the right to appropriate any of the unappropriated waters or the surplus of flood waters in this Territory ... shall have the right to construct and maintain reservoirs, dams, canals, ditches, flumes and any and all other necessary water ways. And the person ... first appropriating water for the purposes herein mentioned shall always have the better right to the same.
>
> ... Every person ... who shall desire to appropriate any of the waters of this Territory ... shall first post at the place of diversion on the stream or streams ... a notice of his ... appropriation of the amount of water ... and that they intend to build and maintain a dam at a certain place, in said notice ... a copy of which shall be filed and recorded in the office of the County Recorder in which said dam, reservoir and canal is contemplated to be constructed, and if said canal runs through more than one County, then such notices shall be filed and recorded in each County through which said canal is to be constructed and a copy of said notice shall also be filed and recorded in the office of the Secretary of the Territory ...

Pursuant to the Act then, Hubbell in order to perfect his water right had to post a notice at the point of diversion and also file notice with the County Recorder in St. Johns which was and still is the location of the County Recorder for the trading post area. On October 12th and 13th of 1978, I conducted a search of records at St. Johns to try and find Hubbell's notice to appropriate water.

The first book that was examined was the "Index to Notices of Water Locations" for Apache County. There was no record of any filings made by any person named Hubbell. Next I researched the book entitled "Notices Water Locations No. 1" which contained all notices of claims to water from September 5, 1907 to January 13, 1930. There was still no mention of any water right recorded by Hubbell. Hoping that there might have been an error in recording, I also examined the "Notices Water Location #2" which contained notices from October 15, 1931 to April 30, 1951 and the "Application for Water Right #1" but was still unable to find any notice made by Hubbell. Since 1907 was the earliest date for any water right registered, there is the possibility that another book did or does exist which has earlier claims. However, it does not appear to be at St. Johns. This does not eliminate the possibility that he did attempt to register the notice but for some error it was not properly done.

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One avenue of research left to pursue is that there may be a record of the appropriation filed with the Secretary of the Territory which at the time was located at Prescott, Arizona, which would verify Hubbell's claim. The fact that Hubbell was a Sheriff of Apache County, later served on the Territorial Council and then was a State Senator would indicate that Hubbell was an educated man who realized the importance of complying with state laws, especially when it comes to water. It is very possible that he only recorded with the Secretary of the Territory.

In trying to determine at what date Hubbell first diverted water to irrigate, I made an examination of the Hubbell Archives currently at the University of Arizona. Box #529 contains most of the legal documents surrounding the trading post. An examination of this box disclosed a copy of affidavits which accompanied Hubbell's application for Homestead. (See Exhibit C) The affidavit of Mathew Howell describes the irrigation system that Hubbell built and makes note that the "irrigation system has been gradually developed during the last five years". The affidavits are dated April 1908 thus making the date of construction of the irrigation system sometime in 1903. This 1903 date should be the date we use to file with the Arizona State Land Department.

In an interview with Mrs. Roman Dorothy Hubbell taken by NPS employee Dave Brugge, Mrs. Hubbell recalls that Mr. Hubbell built the first dam and three miles of ditches and flumes, (see Exhibit D, page 33), but no mention is made of the exact date. The existence of the irrigation system is also evidenced in a book called The Navajo Country by Herbert E. Gregory, but again no date is given. (See Exhibit E) One other piece of evidence is a photograph at Hubbell Trading Post ca. 1904 showing extensive terracing of fields for irrigation at Hubbell. (See index to photos, Exhibit F). This photo could prove that the irrigation system was built at least in time to irrigate the crops grown in 1904. In conclusion, the NPS should file with the state of Arizona a water right for Hubbell Trading Post c. 1903. (See attached form, Exhibit G).

2. Ground Water

The NPS started work on a water well in November of 1967 which was to be used for municipal water use. The well was completed in February of 1968 and subsequently the water from the well was leased to the NTUA under a special use permit. The issue here is whether the NPS should have filed any documents with the State of Arizona to declare its right to the groundwater.

Arizona Revised Statutes Annotated Section 45-322 provides

> "nothing in this article shall be construed to affect the right of any person to construct and operate an exempted well as defined in §45-301, nor to affect the right of any person to continue the use of water from existing irrigation wells."

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Section 45-301 defines exempted well as "a well or other works for the withdrawal of groundwater used for domestic stock watering, domestic water utility ... purposes ..."

The well at Hubbell is being used for municipal use thus it qualifies as an exempted well and need not be reported to the state. In conclusion, there is no need to file any data with the Arizona State Land Department. Not filing with the state is also the recommendation of the Field Solicitor's Office in Phoenix based on the Department of Interior's policy of not filing federal claims of water with the state when it need not be done.

Steven L. Hernandez

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→ Hubbell Trading Post files

SURFACE WATER ALTERNATIVE I: FEDERAL RESERVED RIGHT TO SUFFICIENT WATER FOR RESTORATION OF HUBBELL TRADING POST HISTORIC SITE IRRIGATION SYSTEMS

I: THE ELEMENTS OF THE CLAIM

Priority: August 28, 1965

Quantity: 363 acre feet per annum delivered at the farm headgate.

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court that I am aware of has ruled directly on this issue. The Department of Justice has fully considered the matter and, in a very full and scholarly appraisal, has found that purchase as well as withdrawal will support a federal reserved water right. See, Memorandum on Federal Reserved Water Rights, Theodore Olsen to Assistant Attorney General Carol Dinkins, May 7, 1982, p. 68-80; Compare "Opinion: Federal Water Rights of the National Park Service, Fish and Wildlife, Bureau of Reclamation and Bureau of Land Management (Solicitor Krulitz), 86 Interior Dec. 553 (1979); modified, "Memorandum of the Solicitor of the Department of the Interior (Solicitor Martz) 88 Interior Dec. 253 (1981), and repudiated by "Non-Reserved Water Rights--United States Compliance with State Law"(Solicitor Coldiron) 88 Interior Dec. 1055 (1981). Here, suffice it to say that, in terms of pre-requisite notice to subsequent appropriators under state law of a federal intent to withdraw water for its own uses, a federal act authorizing the purchase of private land serves as well as federal action changing the status of public land. See Cappaert v. United States, 426 U.S. 128, 96 S.CT. 2062 (1976).

As I see it, the important legal issue is not whether a Congressionally authorized purchase of private land can give rise to a federal reserved water right but whether the particular documents authorizing the Hubbell Trading Post purchase meet the tests required to find an implied federal reservation of water for agricultural purposes. Relatively recent case law shows that federal retention (or acquisition, as here) of land for a particular purpose begins, but by no means ends, the inquiry as to whether the federal government has reserved water in any

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particular transaction.

To find an implied reservation of water, a court must find the precise federal purpose to be served by the acquisition of the Hubbell Trading Post. It must then decide that the purpose of that acquisition would be frustrated without water and, finally, determine the minimum quantity of water necessary to fulfill that purpose. United States v. Cappaert; United States v. New Mexico, 438 U.S. 696, 98 S. Ct. 3012 (1978); United States v. City and County of Denver 650 P.2 18-19 Colo. (1982).

To assess an NPS claim to sufficient reserved water to irrigate the historically irrigated 110 acres of the Hubbell Trading Post, the trier of fact in this adjudication will examine the specific documents authorizing purchase of the land in the context of general underlying legislation and subsequent specific administration. From that determination, he will determine the precise federal purposes to be served by that legislation and whether water is essential to its primary purpose. Finally, if he finds that water is required to meet that primary purpose, he will determine the minimum quantity necessary to do so.

Thus, this reserved right inquiry will begin with an examination of the particular documents authorizing the Hubbell Trading Post purchase. The formal documents are at best opaque. The Act itself authorizes the purchase of "the site and remaining structures of the Hubbell Trading Post at Ganado, Arizona...to preserve and protect the post and its invirons (sic) for the benefit and enjoyment of the public." Act of August 28, 1965, P.L. 89-148, 89th Congress, 1st Session; 79 Stat. 584 In this

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there is no mention of water on the basis of which a Court might infer a Congressional implied reservation of water. Compare Cappaert v. United States. From that failure to even mention water a court might conclude that the primary purpose of the purchase did not include water necessary to restore the irrigation systems. United States v. New Mexico.

On the other hand, the Act also explicitly recognizes the relationship of water rights to the purchase when it provides for a right of first refusal in the Navajo Indian Tribe for purchased land and water rights "in excess of that amount...reasonably required to carry out the purposes of this Act." 79 Stat. 584. With respect to federal reserved water rights arising from the purchase, two aspects of these provisions require noting. First, the Act limits applicable water rights to those required by the purposes of the Act, an obvious tautology when it comes to deciding the purpose of water in the scheme of the Act.

Second, and more important, the Act's reference to water clearly refer to rights acquired through the authorized purchase and not those independently reserved under Federal law. To that extent, the Act's reference to purchased water rights negates the implication of Federal reserved rights. On balance, the Act's explicit treatment of water won't help much to establish an implied reservation of irrigation water for the Hubbell Trading Post.

That leaves what little formal legislative history that exists to fill out the gaps left in the ambiguities of the Act itself. During the 1965 Committee on Interior and Insular Affairs hearings concerning the establishment of the Hubbell Trading

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Post, testimony indicated that "arrangements should be worked out to have it (the Post) operated along the lines that were in effect when it was an active post." Draft Statement for Management, Hubbell Trading Post National Historic Site, February, 1985, p. 3.In context, it's not clear that this referred to anything more than the re-establishment, under Park Service auspices, of the old trading relationships between Indians and outsiders that characterized the Post when it was privately operated by the Hubbell family.

But Charles S. Peterson's 1983 Hubbell Trading Post Farmlands History: Part One and 1985 Hubbell Farmlands Historical Study make a convincing case for the proposition that the agricultural component of the Post operation was an integral part of the trading operation both in terms of the freighting necessary to the transportation of Post goods and to the fodder exchange with local Navajo graziers. Peterson's analysis supports the idea that the primary purpose of the Hubbell Trading Post acquisition included restoration of the irrigated farming as an integral part of the historic Post operation.

The Committee reports recommending enactment of what became 79 Stat. 584 lend some support to the broad Peterson view. The June 30, 1965 report from the Committee on Interior and Insular Affairs states that the purpose of the legislation "is to authorize the acquisition of the Hubbell Trading Post, Arizona, including its valuable collection of Indian art and ethnological materials, and to provide for its administration by the Secretary of the Interior as a national historic side (sic)." The general

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description does not mention water; the quoted passage from the "National Survey of Historic Sites and Buildings" restricts itself to the barns, houses and utility buildings on the site. But the Committee does go on to recommend the bill "particularly if arrangements can be worked out to have it operated along lines close to those that were in effect when it was an active post." House of Representatives, Report No. 566, 89th Congress, 1st Session, adopted June 30, 1965, p. 2-3. In the context of the Peterson analysis, this language suggests that Congress intended restoration of the agricultural component of the Hubbell Trading Post as one of those "lines" "in effect when it was an active post." The companion Senate Report No. 580, adopted August 12, 1965, repeats the same language verbatim. Senate Report No. 580, 89th Congress, 1st Session, adopted August 12, 1965.

In addition, National Park Service administrators, charged with managing the Hubbell Post, interpreted Congress's charge to them to include restoration of the then partially abandoned Post irrigation system. See A Master Plan for Hubbell Trading Post National Historic Site (April, 1969) p. 4, 11, 13, 15, 22. Draft, Statement for Management, Hubbell Trading Post National Historic Site (February, 1985) p. 7,12,13,16,17, 24, 25, 30-31, 37, 39; Development Concept Plan, Hubbell Trading Post National Historic Site,(August, 1980) p. 6,22,25,35, 51, 53; Assessment of Alternatives for Development Concept Plan (March 1979) 9, 28-30,33, 45-46, 66-72, 91, 94-95. While this administrative construction of Congressional authorization is not determinative, it does suggest that contemporaneous practices indicated that water was understood to be a primary part of the Hubbell plan in

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Congress's mind.

Finally, the underlying legislation, on which the Act authorizing the purchase of the Hubbell site was based, itself explicitly allowed what the Hubbell Act itself only implied. The 1935 Historic Sites Act specifically empowers the National Park Service to "restore, reconstruct, rehabilitate, preserve and maintain" sites like the Post. 16 USCA sec. 462 (f) Clearly the first three activities are broad enough to include the re-establishment of historical irrigation at Hubbell using federal reserved water.

There are, however, two problems with this general statutory gloss on the specific Hubbell problem. First, even though Hubbell is an "historic site" and was acquired under the terms of 16 USCA sec. 1460, the Congressional act specifically authorizing the purchase says that the property acquired (the Hubbell Trading Post) will be administered under the terms of the general 1916 Park Service Act rather than the more specific terms of the 1935 Historic Site Act. 79 Stat. 584, sec. 2. This problem is more apparent than real because the general provisions of the 1916 Act are as broad, although not as specific, as the terms of the 1935 Act covering "reconstruction."

The use of "underlying" legislation to spell out ambiguities in specific legislation creates a second legal problem that relates specifically to federal reserved water rights and the finding of a "primary" purpose necessary to create them. Some courts have held that, in looking for the federal "purpose" for establishing a historic site or monument, a court must "look to

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the purposes which the monument (or park or site) was established, not to the purposes for which national parks were established, in determining the necessity for reserved water rigts." United States v. City and County of Denver, 656 P.2 at 27. If that rule of construction is applied to this case, then the NPS cannot use either the 1916 or 1935 general Park Service Acts to fill out ambiguous gaps in the 1965 Act authorizing purchase of the Hubbell Trading Post.

Of course, that would leave only the 1965 Act as the basis for a claim to a reserved water right for sufficient water to irrigate the historically irrigated Post lands with a 1965 priority.

With respect to the other element of a water right, its quantity, I have estimated the duty for growing alfalfa at the Ganado site using data from Blaney and Hanson, Consumptive Use and Water Requirements in New Mexico, Technical Report No. 32, New Mexico State Engineer, Santa Fe, New Mexico. The 3.3 acre feet a year I have assigned is based on a cropping pattern devoted exclusively to alfalfa, a relatively high consumer of water. Peterson's work demonstrates that irrigated farming at Hubbell was devoted fairly exclusively to alfalfa production. That historical fact justifies my use of this cropping pattern to figure duty. Note, however, that the duty I use is based on New Mexico data for similar elevations (6,300 feet asl) and also is figured at the farm headgate. In New Mexico at least that duty would be increased by whatever carriage losses would be incurred by delivering the water to the farm headgate and by a factor adjusting for farm efficiency. (In the Ganado situation the

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Peterson report indicates high carriage losses and low irrigation efficiencies, both of which would add to the duty I have selected.)

III: ASSESSMENT

If the NPS elects to pursue this alternative, then the claim will require further pre-trial research in two areas. First, the legislative history of the 1965 Act can be bolstered to substantiate the assertion that one of its primary purposes was to secure sufficient water, independent of Arizona state law, to operate the Post's historic irrigated farming. In particular, the record of the testimony on the 1965 Hubbell Trading Post bill before the House Committee on Interior and Insular Affairs committee needs to be studied. In addition, the National Archives may need to be scanned in order to find whatever other information there may be to explain Congress's intent about water for the Post.

If the NPS pursues this theory, it might also do some more sophisticated calculation to figure the actual duty of water for alfalfa at the Ganado site. The Peterson report indicates that the Hubbells got three and sometimes four cuttings of alfalfa from their fields per year. The New Mexico data I have transposed from similar elevations in New Mexico in order to calculate the duty is based on alfalfa production that yields usually two, and never more than three, cuttings per year. In other words, the Ganado alfalfa experience appears different than the New Mexico one at a similar elevation. If that's so, then Ganado should have

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a higher duty th the one I've used.

In deciding what to make of the 1965 reserved water right theory for the Post, please note that the theory is one of many alternatives. As such, the theory shares elements of theories presented below based either on the Arizona state law of prior appropriation or on the private purchase by the United States of a share in the 1868 Navajo Tribe reserved right. But, despite those common elements, this theory stands on its own, quite distinct legal basis. There's no reason why it cannot be claimed as one of many alternative basis for the Post's surface water rights. At some point in the adjudication it may become important to select one most promising alternative. For now, I would keep all avenues open.

Note also the advantages and disadvantages to this route. A 1965 priority to surface waters of the Little Colorado offers only a painfully recent claim to waters from that source. On the other hand, it appears that any priority junior to the 1868 creation of the Navajo Reservation will leave the entire flow of that stream system subject to a Winter's right call by the Indians. (See discussion of this issue under Alternative III below.) In that sense, any priority later than 1868, whether 1902, 1913 or 1965, would put the Post water right in the same relative position vis-a-vis the water source. In situations like that, any water right is better than no right but no priority is much better than any other priority. Thus a 1965 priority may leave the Post with as good a priority as it can in fact get to the water of the Little Colorado.

In addition, that 1965 priority would attach to a federal

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water right that would not be subject to the Arizona state law of abandonment and forfeiture. See, e.g. United States v. City and County of Denver, 656 P. 2 at 34-35; United States v. California, 332 U.S. 19, 67 S.Ct. 1658, 91 L.Ed. 1889 (1947). This aspect of the 1965 claim may prove particularly appealing given what appears to have been the gradual shrinking of the agricultural enterprise at the Post beginning with Lorenzo Hubbell's death in 1930 and also given the Post's current problems in securing water.

I recommend pursuing this as an alternative basis for the NPS claim to surface water rights at the Hubbell Trading Post National Historic Site.

SURFACE WATER ALTERNATIVE II: APPROPRIATED RIGHT UNDER ARIZONA STATE LAW SUBSEQUENTLY PURCHASED IN 1965 BY THE NATIONAL PARK SERVICE

I: THE ELEMENTS OF THE CLAIM:

Priority: 1902

Quantity: 363 acre feet per annum delivered at the farm headgate.

Water Source: Surface flows of the Little Colorado River delivered through the works of the Ganado irrigation Project or an alternative point of diversion.

II: LEGAL AND EVIDENTIARY BASIS:

This independant claim to water is grounded entirely on the Arizona state law of prior appropriation based on the application of water to beneficial use. The two Peterson reports provide all the documentary evidence necessary to support the claim.

That evidence supports an inference that J.L. Hubbell formed

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the specific intent to put 110 acres of his homestead under irrigation by 1902. Arizona state law recognizes the doctrine of relation back. State of Arizona v. State of California, 56 S.Ct. 848, 298 U.S. 558 (1936); ARS sec. 45-150. The doctrine dates the water right from the start of efforts to reclaim the land rather than the actual date of application of water to beneficial use so long as the start and the completion are reasonably related.

This raises two issues with respect to the Hubbell claim. The first is whether there is evidence suggesting that Hubbell began his efforts at irrigation at Ganado prior to 1902. Some of the Peterson data so suggests but I find no evidence in either of his reports which might push back the Hubbell priority to before either 1880 or 1868, the two critical Navajo Nation dates for Winter's rights claims to water the unappropriated.

Second, the relatively long period of time involved in establishing the full Hubbell irrigation system suggests that there might be different priorities for different acres within the 110 acres with a history of irrigation when water use at the Trading Post was at its maximum. See, e.g. ARS 45-254-C(5) which specifically requests this information. But since the Hubbell irrigation is under one ditch and in fairly contiguous tracts, I doubt that the State would consider assigning different priorities to different tracts at the Post.

I also doubt whether the State would challenge the duty of water that would attach to those tracts. The Peterson reports establish the cropping pattern at the site. There's not much debate about the consumptive use of alfalfa at that elevation.

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(See Surface Water Aletrnative I above.) At its most intensive use, irrigation at the Hubbell Trading Post entitled it under Arizona state law to the 363 acre feet claimed under this alternative.

Assuming, however, that water rights of that priority and in that quantity did vest under Arizona state law, there may be a problem as to whether they have been partially or totally abandoned or forfeited since. Like most prior appropriation states, Arizona requires the holder of a water right to either use it or lose it. ARS 45-131(c). Clearly, irrigation at the Hubbell Trading Post has declined since it reached its peak in the 1920s and 30s. Has the right to irrigate some of the 110 acres with a history of irrigation at the Post been lost?

Three factors are important here. First, since 1965 and the acquisition of the site by the NPS, it's arguable that water use at the Post has been exempt from the state law of continuous use as a matter of law. (See Alternative I above) The five years of non-use that Arizona law requires (See ARS sec.45-190) would have to have occurred prior to 1965. Second, even if part of the acreage once under irrigation at the Post had been out of irrigation for the requisite number of years, the Peterson report makes clear that in no five year period prior to 1965 and after 1910 had the whole system been out of irrigation. If Arizona is like New Mexico in this respect, the state will not enforce partial forfeitures of fully vested rights. Finally, even if some of the Post acres are open to challenge on the basis of demonstrable non-use, Arizona law recognizes certain legal excuses for non-use including "drought or other unavailability of

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water" [ARS sec. 45-190(e)(1)] and "any other reason that a court of comeptent jurisdiction deems wuld warrant non-use" [ARS sec. 45-190(e)(6)] If problems in delivery from the Ganado Irrigation Project can be shown, then this may provide the legal use that would explain any allegation of non-use that would reduce the State recognized priority and quantity that vested in the Post at the period of maximum historic use.

III: ASSESSMENT

Alternative II has the virtue of fitting into and coming under state law. Many federal claims to water are established under and controlled by state law. See United States v. City and County of Denver, supra. As such these federal claims threaten state administrators much less than do more esoteric claims to water based on a federal water law.

On the other hand, a Hubbell claim to surface water under State law will leave the NPS with a priority junior to and at the mercy of the senior federal reserved right in the United States as guardian of the Navajo tribe. In addition, reliance on state law leaves the Post exposed to the state law of abandoment and forfeiture, neither of which would be an issue if the Post's water rights depended exclusively on federal law.

SURFACE WATER ALTERNATIVE III: NATIONAL PARK SERVICE PURCHASE OF HUBBELL SITE, INCLUDING THEN APPURTENANT WATER RIGHTS, PLACED THE NPS ON PARITY WITH THE NAVAJO NATION'S WINTER'S RIGHTS TO THE SUFACE AND SUPPORTING FLOWS OF THE LITTLE COLORADO RIVER.

I: THE ELEMENTS OF THE CLAIM

Priority: 1868 or 1880

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Quantity: 400 acre feet a year delivered at the farm headgate.

Water Source: Surface flows of the Little Colorado River, including entire area drained by the river both within the boundaries of the 1868 Navajo reservation and the 1880 extension of it.

II: LEGAL AND EVIDENTIARY BASIS

This NPS/Hubbell claim focusses entirely on the 1913 agreement between Hubbell and the Department of the Interior in which Hubbell cashed in his water rights under Arizona law in exchange for a different right under Federal law. The transaction, the argument runs, transformed Hubbell's acquired rights under state law into a form of United State's water rights in his private hands. The agreement which created those special water rights in Hubbell also placed them on a legal parity with other Federal claims to Little Colorado water including the claims of the Navajo Reservation to water from the same source. Those special Hubbell rights became appurtenant to his 160 acre homestead and subject to purchase by his successors in interest. The Hubbell Trading Post National Historic Site succeeded to those rights by purchase.

Note that this argument involves no claim of an independent water right based exclusively on the NPS status as a federal agency. Instead, Hubbell created the right and the NPS simply bought it. Two steps are necessary to the argument. First,the 1913 agreement between Hubbell and the United States must have created the right. Second, that right must have been capable of transfer to the NPS as its current owner.

Case law, at least from the 9th circuit, indicates that the

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Department of Interior had the capacity to bargain away what otherwise may have justly belonged to the Navajo Tribe by virtue of the Winter's doctrine. United States v. Ahtanum Irrigation District, 236 F2 321, 334-335 (9th Circ., 1956) The Ahtanum decision found that the Yakima Tribe had a prior and paramount right, by virtue of its federally reserved and recognized Winter's right, to most of the flow of the Ahtanum Creek. But, the Court went on, the United States had granted away most of that right in a 1908 agreement with non-Indian irrigators using water from the common source.

The so-called 1908 "Code agreement" at the heart of the Ahtanum case bears a striking resemblance to the 1913 agreement between Hubbell and the Department of Interior even though the Ahtanum court thought that the 1908 agreement with whci it dealt was "practically without precedent" in the annals of Indian and non-Indian water rights. Ahtanum, 236 F2 at 331 and FN 13. For one, the two agreements both follow the Winter's decision, seem to be cognizant of it, and yet still contemporaneously allocate to non-Indians some of that Winter's right. The two agreements also are approved at the same Federal administrative level, that of the 1st Assistant Secretary of the Interior. Finally, both the Ahtanum and the Hubbell agreements deal with the same potential conflict between rights acquired under state law (the Hubbell and Ahtanum irrigation District rights) and rights under Federal law (the rights of the Navajo and Yakima Tribes respectively). All three similarities suggest that the Ahtanum rule would apply in the Hubbell situation.

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Indeed, in several ways the case for upholding the validity and effect of the 1913 Hubbell agreement is stronger than the case for the 1908 Code agreement whose validity and effect was upheld in Ahtanum. The 1908 Code agreement was laced with language suggesting that the division of waters there arrived at was a temporary solution only. Both parties to the 1913 Hubbell agreement clearly contemplated that the allocation of Little Colorado water arrived at there would be permanent.

In addition, the 1908 Code agreement allocated the water in the Ahtanum Creek with 75% going to non-Indians and 25% going to the Yakima Tribe. In that agreement there was no explicit mention of the relative priorites that might attach to that specific apportionment although the percentage division itself strongly implied that they would be simultaneous. In contrast, the 1913 Hubbell agreement exlicitly calls for a "proportionate share" for each of the parties. In the idiom of prior appropriation water law, pro rata sharing is the opposite of priority fixed water allocation. In that sense, the 1913 Hubbell agreement stated what the 1908 agreement implied: non-Indian water rights that attached to the Little Colorado through the Ganado irrigation Project would enjoy the same priority as Indian ones delivered from the same source and by the same means.

Finally, the subsequent response of Congress to the Executive branch's 1908 Ahtanum agreement was much different than the response to the 1913 Hubbell one. Ahtanum Irrigation District relates Congress's ambivalent response to water on the Yakima Reservation for the 20 years immediately after the 1908 agreement was signed. 236 F.2 at 332-334. So far as I am aware and the two

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Peterson reports relate, Congress never suggested any doubts about the 1913 Hubbell agreement.

All three comparisons suggest that the 1913 Hubbell agreement stands on firmer ground than the 1908 one the Court enforced in Athanum.

There is, however, at least one significant difference between the two agreements which reflects unfavorably on the 1913 Hubbell agreement when compared to the 1908 Ahtanum one. The 1908 agreement apparently applied to all the water in the creek and did not distinguish between base flow and flood flow or between primary water and flood water. The 1913 Hubbell agreement refers to the waters to be stored at the Ganado Reservoir and thence delivered to the Hubbell and Indian lands as "surplus and flood waters of the said stream."

If this were the only mention of water in the agreement it might be argued that the Hubbell rights attached only to water that reached the reservoir and not to Little Colorado water above it. But this particular language appears only in the agreement's introductory clauses and is not repeated in the body of the agreement itself. The agreement itself does not so limit the water rights granted to Hubbell but it does refer to "the right to sufficient water from said system" without further reference. If "system" is read to mean the proposed Ganado irrigation reservoir, then the rights conferred might be limited to those in the reservoir. If, however, this term did not indicate a limitation, then the 1913 Hubbell right would attach to the Little Colorado itself.

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That question is important in defining just what water rights the 1913 agreement created. However, it will be more fundamental in determining the priority of the right created by it. If the 1913 agreement attached to the full reach of the Little Colorado including the immense area of that stream's drainage basin within the boundaries of the original Navajo Reservation, then the priority of that right would have to be 1868, the date of the first Navajo reservation. If, on the other hand, the 1913 agreement attached only either to "surplus and flood waters" or to water reaching the Ganado reservation within the enlarged Navajo reservation, then the priority of the right created by the 1913 agreement would be 1880. As a practical matter an 1880 Hubbell claim to Little Colorado water would leave the Trading Post's water rights at the whim of the 1868 Navajo expanding Winter's claim to the same source. Only if the Hubbell Trading Post and the Navajo Nation share the same priority to waters from the Little Colorado will the Post's water supply be legally secure.

As I've indicated, the 1913 agreement is at best ambiguous and at worst harmful on that critical priority issue. Despite Peterson's masterful research, neither of his reports deals in depth with the 1913 agreement and what it meant to the various participants. The Department of Interior files in the National Archives may contain additional information on this point. I don't think they would be hard to locate. The length and breadth of archival documentation provided to the Ahtanum court gives some sense of what may be available. If the NPS is interested in pursuing this 1868 priority on the basis of the 1913 Hubbell

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agreement, then Peterson will have to be sent to Washington to search the archives further.

The final step in bringing the 1868 priority through the 1913 agreement and so to the NPS involves the 1965 purchase of the Hubbell Trading Post. The acquisition documents are full of language acknowledging that the NPS is acquiring land and appurtenant water rights. However, the documents do not define the rights. But Ninth Circuit cases make it clear that non-Indian successors to allotted Indian land can share in the reserved water right that originally attached to that land. United States v. Powers, 305 U.S. 527, 59 S.Ct. 344 (1939); United States v. Adair, 478 F. Supp. 336 (1979). In this case the NPS would argue that it was the non-Indian successor not to Indian allotted land but to Indian allotted water rights, namely the 1868 Navajo Nation Winter's Right "allotted" in 1913 to Hubbell and transfered in 1965 to the NPS.

III: ASSESSMENT

This approach finds most support in the opinions of the Ninth Circuit Court of Appeals. Outside of that federal district or the courts of a different jurisdiction, as for example here in the Arizona state courts, there's not much case law one way or the other on the issue of the transferability of Winter's rights to non-Indian, off-reservation claimants, as foe example the Hubbell Trading Post Historic Site. The claim would strike some courts as novel.

Making it would require further archival research into the 1913 agreement to shed more light on the nature and extent of

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water rights it intended to create. No historian would guarantee you the results of that further research. The NPS might be buying a pig in the poke by investing in further archival work.

But the Alternative III theory does offer the NPS its brightest shot at removing the pall that an 1868 Winter's right in the Navajo Nation would cast over any site development of water resources. And it does so not by challenging the underlying 1868 Navajo right but by supporting that Indian right and only suggesting that the Hubbell Trading Post Historic Site shares a small part of that right.

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HUTR

Chief, Division of Maintenance March 28, 1977

Hydraulic Engineer, Water Resources, OM

Hubbell Water Rights

Re: Daily Yellow dated February 11, 1977
Subject - No Effects Finding for Proposal to use Hubbell Farmland

Water used for irrigating the farmland should be limited to a maximum of 2½ acre feet per acre that is irrigated and not to exceed a maximum of 400 acre feet per year.

The above figure represents our water right to the Ganado Irrigation System to which Mr. Hubbell and the U.S. have an agreement to and which we acquired by purchase in 1967 when the park was established with a priority date of 1913.

Water Right is Real Property

cc
GMoore:jl:3/28/77

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11/20/61

Water Rights Appurtenant to Hubbell Trading Post
Ganado, Arizona

The following information was obtained by phone from Mr. George W. Wilcocks, Bureau of Indian Affairs:

1. Mr. Hubbell constructed a reservoir on his land in 1903 to provide water for 160 acres of land.

2. The Ganado Irrigation Project of the Bureau of Indian Affairs was authorized by the act of August 24, 1912 (37 Stat. 522).

3. The Ganado Project was to provide water for 707 acres, including the Hubbell land, land of the United Presbyterian Mission (Headquarters in New York City), and certain Indian lands in the Navajo Reservation at cost of $60,000. Construction was started in 1913.

4. Under contract of May 13, 1913, with the Secretary of the Interior, Mr. Hubbell conveyed his improvements and water rights to the United States in exchange for an interest in the Ganado Project under which:

   a. Hubbell is to pay his proportionate share of the cost of construction and annual operation and maintenance.

   b. Hubbell is to continue to obtain the water for 160 acres of land, subject to the availability of water.

5. There is not always adequate water for 707 acres, and the annual Hubbell quota is 160/707 of the available supply.

6. Floods in 1923 and 1931 damaged the reservoir and ditch system, and the cost of reconstruction has been reflected in subsequent annual water charges.

7. The Mission has defaulted on its payments at times, but I was not able to obtain information on the resulting effect on annual costs of the Indian Service and Mr. Hubbell.

8. Mr. Wilcocks has called for the Archives file, from which we may obtain copies of the contract of May 13, 1913, and other desirable records, but it will probably be several days before they are delivered.

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Conclusions

1. The water right situation is incorrectly described in both appraisals.

   a. There are no independent water rights appurtenant to the Trading Post.

   b. There is an appurtenant interest in the Canado Project, with interest in water, and obligation for participating costs.

2. The number of acres which should be valued as irrigable, depends on the number of acres which can be irrigated in dry and average years.

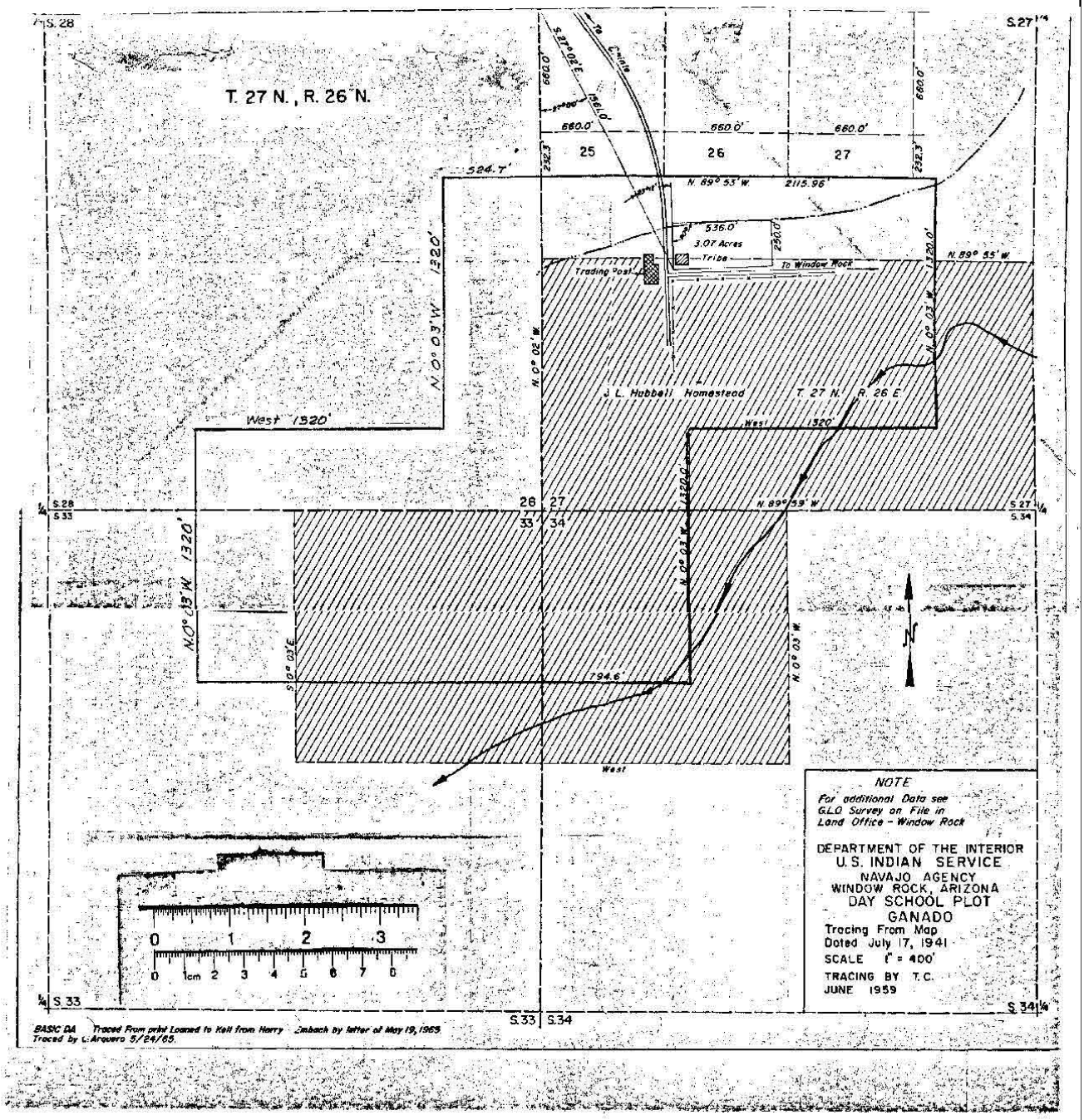
3. Value of irrigable land should not include a duplicating value of water rights. Instead, the value should be based on the profit from the highest type of crop, after including the annual project charges.

4. Neither appraiser has indicated how he arrived at his value of interests in water, and the widely different values cannot be correct.

A. van V. Dunn
Chief, Water Resources Section

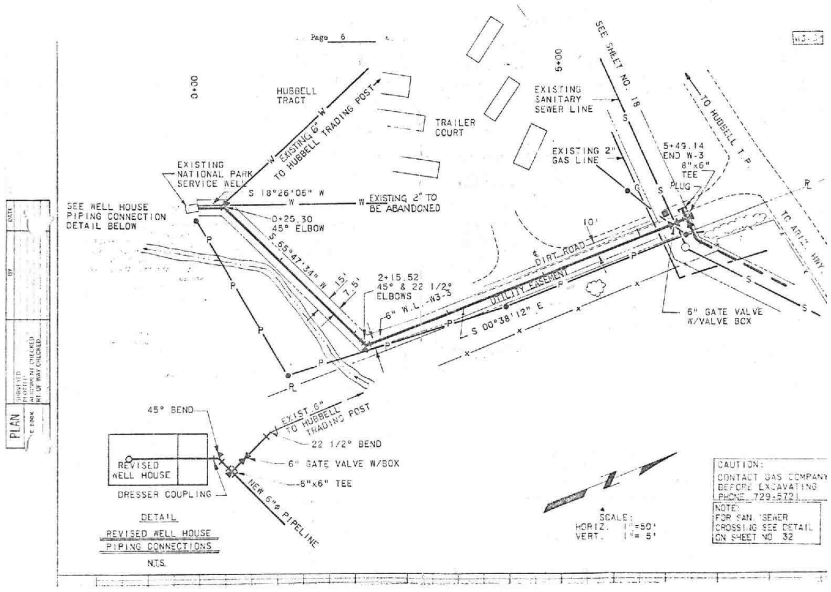
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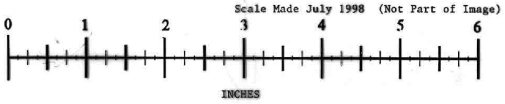


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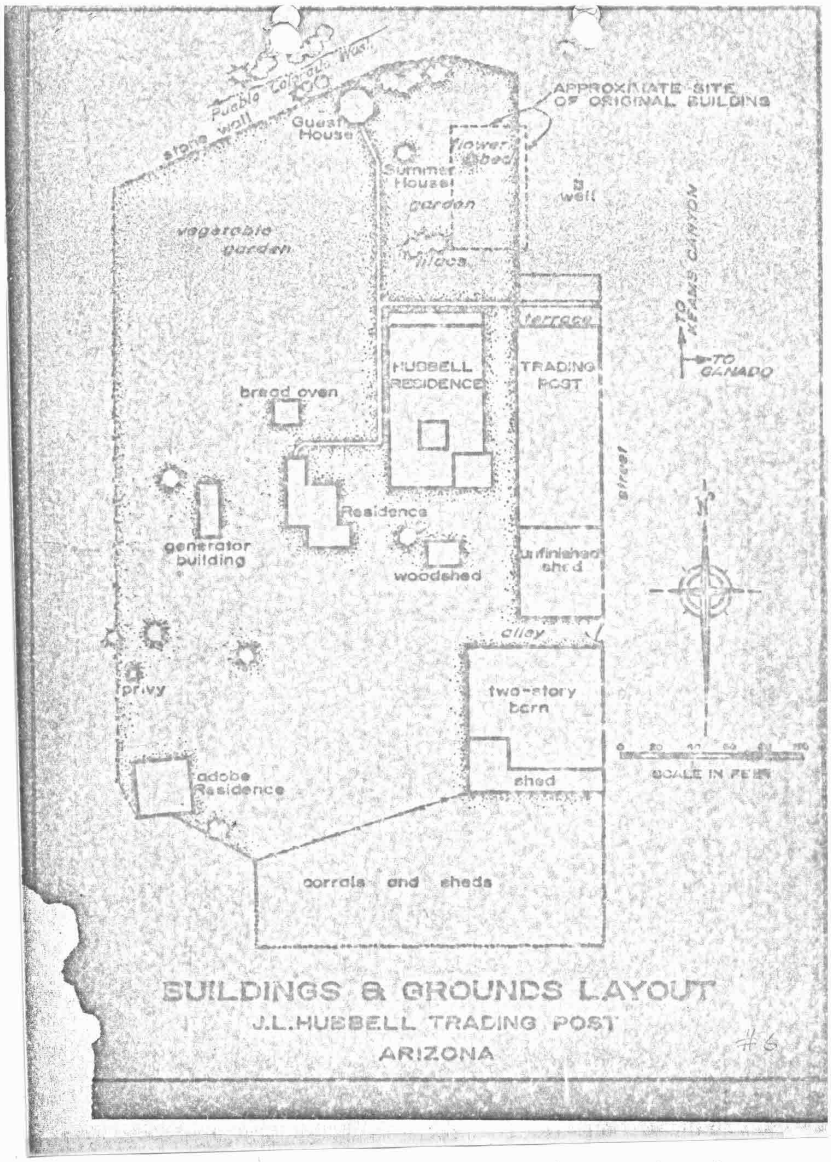


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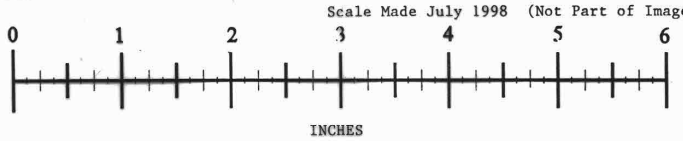


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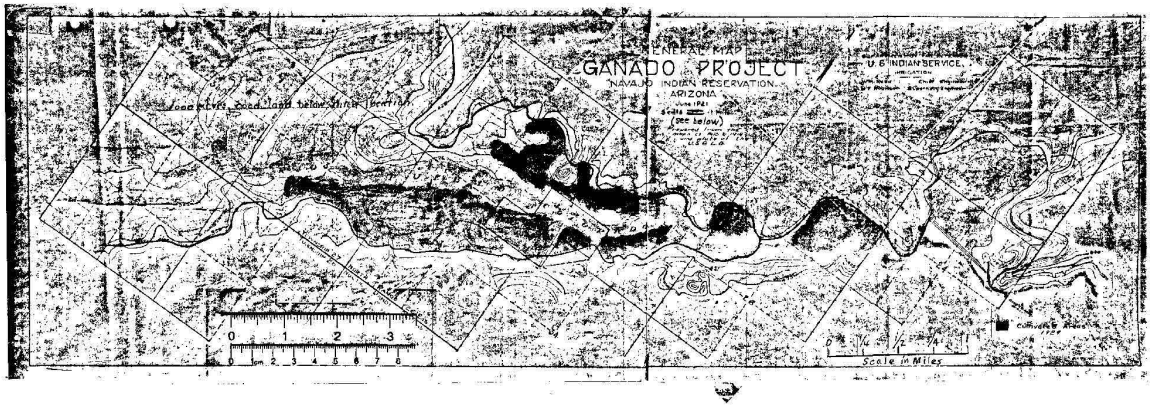


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Docket Information

Number of Documents in Docket 189

Documents Dated from 1/6/1880 to 6/14/1982

Docket Compiled: 6/11/2019

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WATER-RIGHT DOCKET

Hubbell Trading Post National Historic Site

Docket No: 1

WELL, GRANADO PROJECT.

Preliminary Docket Information

00-00-0000: water right/source docket information

HUBBELL TRADING POST
~~Allen~~ Federal Water Right 1

1. General Map of Ganado Project - June 1921.

2. Contractual Agreement of May 31, 1913, between J. L. Hubbell and the Assistant Secretary of the Interior by which:

   a. Hubbell assigned his water system and rights to the U.S.

   b. United States agreed to provide Hubbell with Project water.

3. Abstract from annual report for 1921 F.Y. of Project operation and costs.

4. Pages 1 and 2 of letter of December 5, 1922, to Commissioner of Indian Affairs from Supervising (Project) Engineer transmitting item 1. (closing page oberlooked in duplicating.)

5. Est. of 1924 F.Y. M&P costs, dated June 23, 1923.

6. Letter of December 17, 1923, to Chief Engineer, Bureau of Indian Affairs, from Supervising Engineer.

7. Dunn comment of April 25, 1961, on discussion with George W. Wilcocks, Bureau of Indian Affairs.

8. Well log.

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Area: Hubbell Trading Post
Docket #1

I. Land

1. Executive Mansion, dated January 6, 1880, signed R. B. Hayes

2. Relinguishment by Santa Fe Pacific Railroad Company to the United States of America, dated November 30, 1917

3. Deed of Conveyance from J. L. Hubbell Trading Post to The United States, dated December 29, 1943

4. Buildings and Grounds Layout, J. L. Hubbell Trading Post, Arizona

5. Land Description, Hubbell Trading Post

6. Day School Plot Ganado, tracing from map dated July 17, 1941, scale 1"=400', tracing by T. C., June 1959

7. Hubbell Trading Post-Land Status, Drawings NHS-HTP-7100A, dated March 14, 1960

8. Statement and Certificate of Award, No. 14-10-0333-750, dated February 9, 1961

9. Statement and Certificate of Award, No. 14-10-0333-749, dated March 1, 1961

10. Statement and Certificate of Award, No. 14-10-0333-769, dated May 9, 1961

11. LEASE (VACANT SITE), dated May 24, 1961

12. ASSIGNMENT OF LEASE AND LEASEHOLD ESTATE, dated October 19, 1962

13. SUMMARY REPORT ON PROPOSED HUBBELL TRADING POST NATIONAL HISTORIC SITE

14. ACTIVATION OF HUBBELL TRADING POST NATIONAL HISTORIC SITE

15. Appaisal Map for National Park Service on Hubbell Trading Post, dated February 2, 1966

16. Meander Tract Description, dated October 19, 1966

17. Warranty Deed, dated April 28, 1967

18. Certification of Acknowledgment by Dorothy S. Hubbell, LaCharles Goodman Eckel and Edwin B. Eckel, husband and wife, John L. Hubbell and Sivia Hubbell, husband and wife, dated April 28, 1967

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00-00-0000: water right/source docket information: water

19. Schedule A, File No. 33-3-275, date received November 21, 1968

II. Water

1. Document of Ownership to J. L. Hubbell of Ganado, Apache County, Arizona, dated May 31, 1913
2. General Map of Ganado Project, Navajo Indian Reservation, Arizona dated June 1921
3. Extract From Annual Report of H. F. Robinson for Fiscal Year 1921
4. Hubbell Trading Post Alien Water Right #1
5. Maintenance and Operation, Ganado Irrigation Project, Navajo Indian Reservation, 1924
6. Ganado Binaaltsoos, dated December 2, 1966
7. Ground Water Analysis, Lab No. 061502, dated April 19, 1967 or 68
8. U.S.G.S. Chemical Analysis, Lab No. 063598, dated March 6, 1968
9. U.S.G.S. Chemical Analysis, Lab No. 063599, dated March 6, 1968
10. Report on Well Driller, License No. 243, date February 29, 1968
11. Soil Absorption Test in Area #1, date March 31, 1969
12. Soil Absorption Test in Area #2, date March 29, 1969
13. Requisition, dated May 7, 1969
14. Requisition, dated May 7, 1969
15. Requisition, dated May 7, 1969
16. EPPSCO, invoice no. 17094, date June 24, 1969
17. EPPSCO, invoice no. 18204, date June 25, 1969
18. EPPSCO, invoice no. 18070, date July 1969
19. Memo to Superintendent, Hubbell Trading Post from Hydraulic Engineer, Water Resources, SWRO, dated December 17, 1973, transmitting Well Schedule and Report of Well Driller.

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HUBBELL TRADING POST
Alien Water Right 1

1. General Map of Ganado Project - June 1921.

2. Contractual Agreement of May 31, 1913, between J. L. Hubbell and the Assistant Secretary of the Interior by which:

   a. Hubbell assigned his water system and rights to the U.S.

   b. United States agreed to provide Hubbell with Project water.

3. Abstract from annual report for 1921 F.Y. of Project operation and costs.

4. Pages 1 and 2 of letter of December 5, 1922, to Commissioner of Indian Affairs from Supervising (Project) Engineer transmitting item 1. (closing page oberlooked in duplicating.)

5. Est. of 1924 F.Y. M&P costs, dated June 23, 1923.

6. Letter of December 17, 1923, to Chief Engineer, Bureau of Indian Affairs, from Supervising Engineer.

7. Dunn comment of April 25, 1961, on discussion with George W. Wilcocks, Bureau of Indian Affairs.

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Hubbell Trading Post
Water Right Docket #1
Outline of Assembly-Correspondence

1. Letter to Commissioner of Indian Affairs, dated December 5, 1922

2. Letter to Mr. W. M. Reed, Chief Engineer from Supervising Engineer, dated December 17, 1923

3. Memorandum to Regional Director from Chief, Water Resources Section, dated June 20, 1961

4. Letter to Mrs. Roman Hubbell from William J. Dorassvage, dated August 5, 1960

5. Letter to Hon. Carl Hayden, United States Senate from Acting Director, dated December 29, 1960

6. Letter to Mr. Conrad L. Wirth, Director from Carl Hayen U.S. S., dated February 1, 1961

7. Western Union Telegram to Regional Director from Hubbell Trading Post, dated February 7, 1961

8. Memorandum to Assistant Director, Price from Chief of Lands, dated Feb. 8, 1961

9. Letter to Carl Hayden U.S. S. from Director, dated February 9, 1961

10. Letter to Mr. Harry B. Embach from Regional Properly and Procurement Officer, dated February 10, 1961

11. Memorandum to Assistant Director Price from Chief of Lands, dated February 14, 1961

12. Letter to Mrs. Roman Hubbell from Regional Director, dated March 1, 1961

13. Letter to Mr. Harry B. Embach from Regional Property and Procuremrnt Management Officer, dated March 1, 1961

14. Letter to Vern A. Englehorn from Regional Property and Procurement Management Officer, dated March 1, 1961

15. Letter to Mr. Thomas J. Allen from Mrs. Roman Hubbell, dated March 2, 1961

16. Letter to Mr. Frank Kelly from Acting Regional Director, dated March 6, 1961

17. Memorandum to Director from Assistant Regional Director, dated April 12, 1961

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18. Letter to Mr. Vern A. Englehorn to Regional Properly and Procurement Management Officer, dated April 13, 1961

19. Memorandum to Director from Regional Director, dated April 18, 1961

20. Letter to Mr. Larry Burke from Regional Property and Procurement Officer, dated May 9, 1961

21. Western Union Telegram, dated May 15, 1961

22. Straight Wire to Director, National Park Service from Acting Regional Director, dated May 15, 1961

23. Letter to Mr. Larry Burke from Regional Property and Procurement Management Officer, dated May 19, 1961

24. Memorandum to Director from Regional Director, dated May 26, 1961

25. Memorandum to Secretary of the Interior from Director, National Park Service, dated June 19, 1961

26. Memorandum to Regional Director from Chief, Water Resources Section, dated June 20, 1961

27. Memorandum to Director from Regional Director, dated May 19, 1965

28. Letter to Harry B. Embach from John E. Kell, dated May 25, 1965

29. Memorandum to Director from Acting Assistant Regional Director, Operation, dated May 26, 1965

30. Letter to Apache Abstract Company from Regional Chief of Lands, dated June 22, 1965

31. Letter to Mr. John Kell from Wanda G. Hall, Secretary, dated June 22, 1965

32. Memorandum to Field Solicitor from Acting Regional Director, dated June 24, 1965

33. Memorandum to John Kell, Regional Chief of Lands from Manager, Arizona Land Office, dated June 24, 1965

34. Letter to County Recorder from Regional Chief of Land, dated June 25, 1965

35. Memorandum to Field Solicitor from Regional Chief of Land, dated June 28, 1965

36. Letter to Wanda G. Hall, Secretary from Regional Chief of Land, dated June 29, 1965

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37. Memorandum to Acting Regional Director from Field Solicitor, Phoenix, dated June 30, 1965

38. Memorandum to Director from Regional Director, dated July 1, 1965

39. Letter to Harry from John E. Kell, dated July 2, 1965

40. Letter to Wanda G. Hall from Regional Chief of Lands, dated July 2, 1965

41. Memorandum to Director from Acting Regional Director, dated July 2, 1965

42. Memorandum to Regional Director from Assistant Director, dated October 25, 1965

43. Memorandum to Regional Director from Chief, Division of Land and Water Rights, dated October 29, 1965

44. Memorandum to Acting Regional Chief of Lands, WODC, from Acting Regional Chief of Lands, SWR, dated January 6, 1966

45. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated February 2, 1966

46. Note tjo George Miller from Bill, dated February 25, 1966

47. Memorandum to Chief, Land Acquisition Office, Western Planning and Service Center from Assistant Regional Director, dated March 2, 1966

48. Letter of Acceptance to Binning Drilling Company from Chief, Office Land and Water Rights, dated March 15, 1966

49. Memorandum to Regional Director from Field Solicitor, Santa Fe, dated March 30, 1966

50. Memorandum to Supervisory Hydraulic Engineer, SSC, from Hydraulic Engineer, dated April 26, 1966

51. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated May 2, 1966

52. Memorandum to Hosteen Blu Fields from Nalani Cook, Hubbell from John, dated May 2, 1966

53. Memorandum to Chief, Office of Land and Water Rights, SSC from Hydraulic Engineer, SSC, Sanat Fe, dated May 6, 1966

54. Letter to Mr. John E. Cook, Superintendent from Louis McClennen, dated May 12, 1966

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55. Memorandum to Hydraulic Engineer, SSC from Superintendent, Hubbell Trading Post, dated May 13, 1966

56. Letter to Mr. Louis McClennen, Attorney of Law from Superintendent, dated May 13, 1966

57. Memorandum to Hydraulic Engineer, SSC from Superintendent, Hubbell Trading Post, dated May 19, 1966

58. Memorandum to Bill Fields from John Cook, dated May 19, 1966

59. Memorandum to Chief, Office of Land and Water Rights, SSC from Hydraulic Engineer, SSC, Santa Fe, dated May 24, 1966

60. Memorandum to Hydraulic Engineer, SSC, from Superintendent, Hubbell Trading Post, dated May 25, 1966

61. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated June 3, 1966

62. Memorandum to Bill Fields from John Cook, Hubbell Trading Post, dated June 16, 1966

63. Memorandum to Hydraulic Engineer from Superintendent, Hubbell Trading Post, dated June 17, 1966

64. Letter to Superintendent, Hubbell Trading Post from Lawrence A. Brewer, dated October 19, 1966

65. Letter to Superintendent from Lawrence A. Brewer and Associates, dated October 19, 1966

66. Memorandum to Chief, Office of Land and Water Rights, SSC, from Superintendent, Hubbell Trading Post, dated October 24, 1966

67. Memorandum to Regional Director from Superintendent, Hubbell Trading Post, dated November 12, 1966

68. Memorandum to Superintendent from Acting Regional Director, dated December 14, 1966

69. Memorandum to Assistant Director, Specialized Services from Supervisory Hydraulic Engineer, SSC, dated January 11, 1967

70. Letter to Binning Drilling Company from Thomas Kornelis, Chief, Office of Land and Water Rights, dated November 6, 1967

71. Letter to Binning Drilling Company from Chief, Office of Land and Water Rights, dated November 22, 1967

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72. Letter to Binning Drilling Company from Chief of Land and Water Rights, dated December 15, 1967

73. Letter to Binning Drilling Company from Acting Chief, Office of Land and Water Rights, dated February 16, 1968

74. Letter to Mr. Binning-Driller from William E. Fields, dated February 26, 1968

75. Letter to Binning Drilling Company from Chief, Office of Land and Water Rights, dated March 15, 1968

76. Letter to Secretary of the Interior from Attorney General, dated October 28, 1968

77. Memorandum to Ron Cotton from Tracy, dated April 2, 1969

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NAVAJO JEWELRY
NAVAJO RUGS

J. L. HUBBELL TRADING POST

UNITED STATES LICENSED INDIAN TRADER
GANADO, ARIZONA

June 24, 1940

MEMORANDUM:TO: S Mortensen,

FROM Firman H. Brown,

SUBJECT: Ganado Water Rights.

Relative to your inquiry about seniority of water rights on the Ganado Project, Please be guided by the following quotation from agreement signed May 31, 1913, by J. L. Hubbell and Lewis Clayton .

"In consideration of faithful performance of the preceding stipulations of the party of the second part and of the conveyance of the property hereinbefore mentioned, the party of the first part agrees that the party of the second part shall have the right to sufficient wa ter from said system for the proper irrigation of his above described land, notto exceed two and one-half acres feet of water for each acre of land, a nd not to exceed four hundred acre feete of water in each year, or so much therof as shall constitute the proportionate share per acre from the water supply actually available for the lands under the project."

I don't believe this needs any further comment except that you should see that the remaining water in the reservoir is proportioned as equally as possible between the India n and Hubbell land.

Firman H. Brown,
Engineer.

Bill — This just showed up in our Research name Hunt. Thought you might be interested

Norm

Jun-11-97 02:39p Hubbell Trading Post NHS P.01

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WHEREAS J.L.Hubbell of Ganado, Apache County, Arizona, is the owner of a certain piece or parcel of land, to-wit; .....

.....

and the said Hubbell has heretofore built a canal or ditch and diverted water from the Rio Pueblo Colorado for the purpose of irrigating the said parcel of land and has irrigated the said land for several seasons, and has acquired water rights from the said stream for the purpose of irrigating the said land, under the laws of Arizona, and

WHEREAS the lands adjoining the lands of the said Hubbell is a portion of the Navajo Indian Reservation set aside for the use of the Navajo Indians by executive order dated ..... and that certain of the lands of the valley of the Rio Pueblo Colorado are susceptible of cultivation when irrigated, and may be irrigated from the said Rio Pueblo Colorado at such times as there is sufficient water flowing in the stream, and there is a certain reservoir site in which it is possible to store the surplus and flood waters of the said stream, and the land can best be served by carrying the water for a portion of the distance in the ditch owned by the said Hubbell, and

WHEREAS, THE UNITED STATES OF AMERICA proposed to build such reservoir and convey the water to lands on the Navajo Indian Reservation, now

THEREFORE, the following mutual agreement is entered into between the said J.L.HUBBELL and THE UNITED STATES OF AMERICA, to-wit

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THAT for [illegible] in consideration of the [illegible]nt to use sufficient of the water to be stored in the said reservoir(the same to be conveyed to the land of the said Hubbell through the ditch to be constructed in connection with the reservoir for the purpose of delivering the water to all the lands to be served) to properly irrigate the land of the said Hubbell,not to exceed four hundred (400) acre feet in any one year,the said Hubbell agrees to quit-claim,and does hereby remise,release and quit-claim to the said The United States,all the ditches,flumes and other appurtenances heretofore used in the delivery of water to his said above described parcel of land,and to further agree that he will personally be responsible for the ordinary maintenance of the ditch from the reservoir to a point four miles distant therefrom,not including the repairs to flumes and structures when caused by floods or from decay or other accidental cause,it being understood that the cleaning and maintenance of said ditch is to be done by and at the expense of all persons who use water from the reservoir and its distributing system,the amount of work to be prorated in proportion to the area under ditch by each individual whether Indian or white,and in case the Indians fail to do their share of the work in time to have the water for use at the beginning of any irrigation season the ditch will then be put in shape to carry the water at the expense of the said Hubbell.

AND the said The United States covenants and agrees to deliver to the said J.L.Hubbell the amount of water heretofore specified,to-wit,not to exceed four hundred (400) acre feet in each year.

IN WITNESS THEREOF the parties hereto have set their hands and seals this .....day of .....,A.D.,1913.

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WASHINGTON OFFICE
JUN 15 8 34 AM '82

L54(SWR-OM) CERTIFIED JUN 14 1982

File in
HUBBELL TRADING POST
Alvin Water Right Docket # 1

Mr. Wesley E. Steiner, Director
State of Arizona
Department of Water Resources
99 East Virginia Avenue
Phoenix, Arizona 85004

Dear Mr. Steiner:

Enclosed are the completed forms to register all production and observation wells administered by the Southwest Region of the National Park Service located in Santa Fe, New Mexico, as required by Arizona Groundwater Management Act (1980), A.R.S. 45-493.

The following production and observation wells are to be registered:

Hubbell Trading Post - one production well
Wupatki National Monument - one production well and one observation well
Sunset Crater National Monument - one production well and one observation well

The following wells are also reported as a matter of comity:

Canyon de Chelly National Monument - 1 well
Navajo National Monument - 2 wells

Should you have any questions with regards to this matter, or if we can be of further assistance, please contact Garland Moore of this office at (505) 988-6368.

Sincerely yours,

/s/ Robert I. Kerr

Regional Director,
Southwest Region

Enclosures

cc:
General Superintendent, Navajo Lands Group
Superintendents, Canyon de Chelly, Navajo, Sunset/Wupatki, Hubbell Trading Post
Chief, Division of Water Resources, WASO/497
(each with copy of enclosure)

Note: Please file this information in your appropriate water right docket

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DEPARTMENT OF WATER RESOURCES
99 EAST VIRGINIA AVENUE
PHOENIX, ARIZONA 85004

RECEIVED JUN 14 1982 DEPT. OF WATER RESOURCES

REGISTRATION OF EXISTING WELLS

READ INSTRUCTIONS ON BACK OF THIS FORM BEFORE COMPLETING
PRINT OR TYPE — FILE IN DUPLICATE

03

REGISTRATION FEE (CHECK ONE)	
EXEMPT WELL (NO CHARGE)	☒
NON-EXEMPT WELL — $10.00	☐

FOR OFFICE USE ONLY
REGISTRATION NO. 55- 649815
FILE NO. A(27-26)27CD
FILED 6/14/82 (DATE) AT 9:00 (TIME)
INA
AMA

1. Name of Registrant:
United States of America - National Park Service
P.O. Box 728 (Address) Santa Fe (City) New Mexico (State) 87501 (Zip)

2. File and/or Control Number under previous groundwater law:
(File Number) 35- (Control Number)

3. a. The well is located within the ___ ¼ SE ¼ SW ¼, Section 27, of Township 27 N/~~S~~, Range 26 E/~~W~~, G & SRB & M, in the County of Apache.
b. If in a subdivision: Name of subdivision Hubbell Trading Post National Historic Site, Lot No. ___, Address P.O. Box 298, Ganado, Arizona 86505.

4. The principal use(s) of water (Examples: irrigation - stockwater - domestic - municipal - industrial)
Municipal and other park purposes.

5. If for irrigation use, number of acres irrigated from well N/A.

6. Owner of land on which well is located. If same as Item 1, check this box ☒
(Address) (City) (State) (Zip)

7. Well data (If data not available, write N/A)
a. Depth of Well 340 feet
b. Diameter of casing 6 inches
c. Depth of casing 250 feet
d. Type of casing Steel, welded, standard gage.
e. Maximum pump capacity not more than 35 gallons per minute.
f. Depth to water ___ feet below land surface.
g. Date well completed February (Month) 23 (Day) 1968 (Year).

8. The place(s) of use of water. If same as Item 3, check this box ☐.
___ ¼ ___ ¼ ___ ¼, Section ___ Township ___ Range ___
___ ¼ ___ ¼ ___ ¼, Section ___ Township ___ Range ___
Village of Ganado, Arizona and Hubbell Trading Post
Attach additional sheet if necessary. Well is being used by NTUA by Special Use Permit.

9. DATE 6/11/82 SIGNATURE OF REGISTRANT Robert A. Jones
Regional Director, Southwest Region

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CHANGE OF WELL INFORMATION

Registration No. 55-649815

I request the following information be changed in Well File Number A(27-26)27cd

Date_____, 19__ _____
Signature of Well Owner

STATEMENT OF CHANGE OF WELL OWNERSHIP

I,_____. state that I am (no longer) the

(new) owner of the well described below:

Township_____ Range _____ Section _____, _____¼ _____¼ _____¼

Registration #55-_____ File No._____

Previous Owner	New Owner
Address	Address
City State Zip	City State Zip

NOTE: ARS 45-593 requires that the Department be notified of change of well ownership and that the well owner is required to keep the Department's Well Registration records current and accurate. Well data and ownership changes must be submitted within 30 days after changes take place.

NOTE: SAVE THIS FORM TO REPORT FUTURE CHANGES IN OWNERSHIP OR WELL DATA SUCH AS PUMP CAPACITY, ETC.

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W

copy to Art White from Jain
ml

United States Department of the Interior
NATIONAL PARK SERVICE
SOUTHWEST REGION
P.O. Box 728
Santa Fe, New Mexico 87501

IN REPLY REFER TO:
L54(SWR)OM

MAY 11 1979

Memorandum

To: Superintendent, Hubbell Trading Post

From: Regional Director, Southwest Region

Subject: Water Rights

The water rights for your area have not been filed with the State of Arizona. Our follow-up action for filing is totally dependent upon what the U. S. Attorney in Arizona says. We will continue to keep you informed.

Lorraine Mintzmyer

cc:
Chief, Division of Air & Water Resources, WASO 492 (Atten: Vic Berte')
General Supt., Navajo Lands Group

RECEIVED
HUBBELL TRADING POST NHS
MAY 12 1979

	Superintendent	Date
	Administration	
	Interpretation	
	Curator	
	Maintenance	
	File	

MAY 1979
RECEIVED
NAVAJO
LANDS GROUP

Land History

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LAWRENCE A. BREWER & ASSOCIATES

Consulting Engineers

909 W. APACHE, FARMINGTON, NEW MEXICO 87401
MAILING ADDRESS: P. O. BOX 2079
PHONE 505-327-9944

October 19, 1966

Superintendent
Hubbel Trading Post Nat'l. Historic Site
Ganado, Arizona

Attn. John Cook

Re: National Historic Site Survey
Hubbel Trading Post

Dear John,

Pursuant to our phone discussion on this date, I have prepared a "Metes and Bounds" description of the "Meander Tract" located in the northeast corner of the Hubbel Trading Post property. I am also enclosing several copies of the surveying procedure utilized in the restoration of the corners of the referenced property. Under separate cover I am forwarding data received from Mrs. Hubbel and data received from you on September 24th.

We expect to be in Ganado to complete the concreting of brass caps and will be most happy to complete other survey work required at that time. I am enclosing a Statement for services rendered to date and will submit our final invoice upon completion of brass cap concreting and additional surveying and platting you may require.

Do not hesitate to contact us at any time regarding the restoration survey.

Very truly yours,

LAWRENCE A. BREWER & ASSOCIATES

Lawrence A. Brewer

LAB/be

Enclosures

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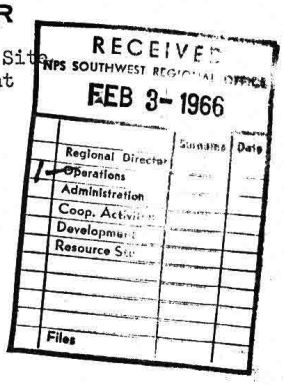
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UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Hubbell Trading Post National Historic Site
% Canyon de Chelly National Monument
Chinle, Arizona 86503

IN REPLY REFER TO:

L14

February 2, 1966



Memorandum

To: Regional Director

From: Superintendent, Hubbell Trading Post

Subject: Land Status - Hubbell Trading Post

On January 7, 1966 I wrote to office advising of additional land status information obtained during December 1965. The last page of this memorandum delt with the 3.07 acre tract of land listed as donated to the Navajo Tribal Council on Drawing NHS-HTP-7100A.

For both operational and appearance purposed I strongly feel we should acquire this land and buildings. The Navajo Tribe is currently installing a house trailer on the site and in summary its becoming less and less attractive.

I have been unable to comeup with any information other than the enclosed copy of the Deed of Conveyance. It is noted that this document gives title to the United States Government. Nowhere here or in other records I have searched is there any indication that the Navajo Tribe has this in fee or in a trust status.

Superintendent Guillet of Canyon de Chelly, our Navajo Relations Officer, believes it wise that if we pursue this, it be done at the Washington level. He feels that if the Tribe knew of our interest in the land it could result in one of two, or both, things. One, they get the land transferred to trust status if it is not- and two, be utilized by them to further cloud the issues surrounding the Lake Powell-Navajo National Monument-Rainbow Bridge National Monument land matters.

I recommend we follow Mr. Guillet's advice and pursue the following course of action.

L1425
Hatch

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Have our Washington Office determine the actual status of this land and if it is in fact Government land ascertain if the Secretary of the Interior would be willing to transfer the land to our jurisdiction. In the event the aforementioned reaches the point where we can acquire title to the land then pursue the matter of purchasing improvements from the Tribe separate from the other Service - Tribe land matters.

Any thoughts, advice or assistance you might offer in this matter will be appreciated.

John E. Cook

In duplicate
Enclosure in triplicate

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SUMMARY REPORT ON PROPOSED HUBBELL TRADING POST
NATIONAL HISTORIC SITE

Purpose: To update information on the status of this proposed site and to provide a current development concept supporting the proposed development schedule.

Background of Report Preparation: This report is based on data gathered by a Southwest Regional Office team composed of Regional Chief of Lands John E. Kell, Regional Chief of Master Plan Coordination Volney J. Westley, and Regional Historian William E. Brown. The team visited the site May 15, 16 and consulted with Superintendent Meredith Guillet of Canyon de Chelly, Mr. John Barr, Manager of Hubbell Trading Post, officials of the BIA, and other persons able to contribute current data on the site. All photographs were taken during the field investigation.

Urgency of Acquisition: If Hubbell Trading Post is to become a National Historic Site it must be acquired soon. Mrs. Dorothy Hubbell, the owner, has continued operating the post in hopes that it could be taken over intact by the Government. But the post is an economic anachronism, a dying institution. Since the original field investigation in 1958, the site has deteriorated noticeably. Fire is an ever-present hazard and could easily destroy the buildings and contents. Given these problems (economic liability and

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fire hazard), Mrs. Hubbell will doubtless sell out in the near future unless the Government acquires the site.

A footnote to the trading post's insolvency is the recent development of commercial operations on the property under lease arrangements: a Standard of Texas service station and adjacent trailer camp on highway frontage, and a laundromat in what was an unfinished shed abutting the south end of the trading post building. Details concerning these intrusions are noted in the next section.

Land Status: Enclosed are marked prints of Drawings NHS-HTP-7100A, dated March 14, 1960. On these prints we have added the most recent information available even though it is somewhat sketchy based on the investigation during May 15, 16.

The unfinished shed shown on Plate 1 has been converted into a laundromat by Mr. Ben K. Hess, Monticello, Utah. In this building he has installed 15 automatic washers, 8 gas fired driers and the necessary electrical distribution lines, butane system and water supply for the washers. In addition to this installation, Mr. Hess has gone to a location north of the trading post and west of the well shown on Plate 1, and drilled a new well. He reports that the well is 231' deep and is cased to the bottom. He has constructed around the well an insulated house, a pressure tank to serve the laundromat and it is our understanding that the Hubbell domestic water supply is now

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"tied-in" to the new system. Mr. Hess reportedly owns the storage tank, building and pump. Mrs. Hubbell owns the well. Verbally we have been advised that the laundromat was completed in June or July, 1964. Mr. Hess advises that his lease is for a 26 year period. It is reported that his contract with Mrs. Hubbell provides that if the laundromat building is acquired by the National Park Service as a part of the Hubbell Trading Post complex, Mrs. Hubbell has agreed to furnish him with a different location on the Hubbell property.

On Drawing 7100A, we have marked approximately the location of the sewage lagoon which serves the laundromat. We are advised that cast iron pipe was used to a point beyond the building line and Orangeberg pipe was used from this point to the sewage lagoon. The sewage lagoon, estimated to be one acre in size, is several feet deep and completely enclosed with a climbproof woven wire fence with steel posts.

In the extreme northeast corner of the property, (triangular area of approximately 0.308 acres), there is the State of Arizona Unemployment Office. No information could be obtained regarding the lease agreement with anyone for this small building estimated to be approximately 12' x 20' in size.

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The Standard Oil Company of Texas (Chevron) has a filling station lease in the northeast corner of the property south of the road. The description is unknown, but we are advised the lease was executed October 1, 1961 and the initial period ends September 20, 1971. The lease was executed by Dorothy S. Hubbell, John Lorenzo Hubbell and Charles Goodman Eckel, representing the J. L. Hubbell Trading Post, Incorporated. (The status of the corporation is being sought, but has not yet been confirmed.) When the initial period of the lease ends September 20, 1971, there are two fire-year renewal option periods. This lease is reportedly recorded in Docket 49, pages 368-372 of the records of Apache County at 11:30 A.M., November 24, 1961.

Adjacent to the Standard Oil of Texas (Chevron) leased area and filling station, there is a trailer park. Verbal information supplied indicates that the filling station operator has one trailer within the confines of the filling station lease. The other ten units are on Mrs. Hubbell's property. By some undetermined arrangement the filling station operator has constructed the required electric, water and sewer connections and has a sewage lagoon adjacent to Pueblo Colorado Wash which serves the filling station as well as the trailers. The filling station manager apparently assigns the space, makes the necessary connections and collects rent for trailer space which is delivered to Mrs. Hubbell. None of the

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details concerning rates or fees collected were available. The Standard filling station has its own water supply which presumably is sufficient to also supply the ten trailers.

Neither Mrs. Hubbell nor Mrs. Eckel were present during the recent visit and many of the items that should have been confirmed were impossible to determine.

There is presumably an easement of 0.836 acres across the northeast corner of the Hubbell property for Navajo Route 3 which is the main road between Window Rock, Arizona, Tuba City and Keams Canyon. Representatives of this office stopped at the Bureau of Indian Affairs Office, Gallup, New Mexico, but were unable to learn the type or nature of the road easement. In general, in Arizona, the easement across this portion of the Hubbell Trading Post would exist as long as Navajo Route 3 exists. When the highway is relocated - if this should occur - the original patentee owning the land under the easement, would again acquire use of the land when the land was no longer used for highway purposes.

The lease for the filling station executed on October 1, 1961 and the primary period expiring September 20, 1971 was executed prior to legislation which would authorize the acquisition of the Hubbell Trading Post. The same situation exists with regard to the Silver Coin Laundromat and leased under contract between the Hubbells and Mr. Hess.

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The area of 3.07 acres donated to the Navajo Tribal Council shown on Drawing NHS-HTP-7100A was granted many years ago and we do not know the terms. Originally the larger building was used as a Chapter House for representatives of the Navajo Tribe. They have built a new Chapter House on the same side of the road between the Hubbell Trading Post and Ganado. The present usage of the "Chapter House" apparently is for storage of surplus grain and sometimes by Boy Scouts. There is, however, a Navajo Police Station - a frame building approximately 15' x 30' on the property - as well as a residence east of the Chapter House which is currently occupied by a Navajo employee of the Navajo Road Department. According to the best information available, there was a clause in the donation of this property providing that if the property (3.07 acres) ever ceased to be used for public (Indian) purposes it would revert to the Hubbells.

This was presumably to prevent a competitive business which would compete with the Hubbell Trading Post. There is almost no possibility that the Navajo Tribe will ever make any use of the this property which would cause it to revert to the parent piece. However, it might be possible at some future date to make an exchange of this 3.07 acre-tract for some other portion of the 157 acres after our plans for use of the entire property have been stabilized. Therefore, we

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recommend that the legislation be specific and broad enough to definitely authorize the Secretary to exchange lands with the Navajo Tribe.

The Standard Oil Filling Station Contract and the Hess Laundromat Contract (even though we do not know the exact terms) are apparently valid contracts which can be terminated only through condemnation. We do not believe that condemnation of either of these two businesses is necessary or desirable. It is our recommendation that the fee title for 157 acres be acquired "subject to" the existing contracts.

We would recommend allowing the filling station to continue at least until its primary expiration period of September 20, 1971. We would expect to negotiate with Mr. Hess and make it possible for him to use some other portion of the property proposed to be acquired. We think the water system and sewage lagoon, which he has developed, could be used initially by the Service and we hope that the laundromat location can be moved to a location mutually satisfactory to our Service, Mrs. Hubbell and Mr. Hess.

Development Concept: Initial discussions had contemplated the site continuing as a live trading post. Field investigation scotched this idea. Except at a few geographically isolated posts, the old barter system of reservation trading has died. Essentially, the Navajos, mobile in their pickup trucks, are super-market shoppers. They trade in Gallup and

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other centers (Ganado, only 1 1/2 miles from Hubbell Trading Post, has three large super-market type stores). Hubbell Trading Post is now equivalent to a corner grocery in a big city--a loaf of bread and quart of milk, but no big trading. According to Manager John Barr, only a large-scale modern commercial operation would attract Navajos. This is objectionable for two reasons: (1) such a modern operation would be on a cash basis, not on the historic barter basis; (2) the quest for "atmosphere" in terms of Navajos in traditional dress, etc., is futile anyway. The Navajos in this part of the reservation buy their clothes at Sears and drive trucks. (Sixty percent of the ca. 100,000 Reservation Navajos are under 21--the old people and the old ways are fast disappearing.) Further, a modern store, with its packaged goods and deep freezes, would violate historicity. Public Health Service sanitarians won't allow continued use of rough board floors, unsealed ceilings and walls anyway. In sum, the living trading post idea is dead. Nor do we want a curio shop catering to visitors; this would also violate historicity.

In view of the above, the favored development concept is restoration of the trading post to the early 1900s (we have good graphic documentation for this period). Items in this restoration would include:

1. The Trading Room restored as in the 1908 Burbank painting included in this report.

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2. The Office with roll-top desk, safe, ledgers, and other trade and business paraphernalia.

3. The Rug Room with its piles of blankets, rugs, weaving equipment, rug design paintings, etc.

4. The Warehouse restored and furnished with bulk trade goods (bags of wool, cases of Arbuckle Coffee, farm tools, etc.).

5. The Hubbell Home displayed as an historic house without formal exhibits.

6. The Guest House remodelled into a small museum with exhibits delineating the role of the Indian trader as an agent of acculturation within the reservation system, and concentrating on Hubbell and the Navajos.

7. Rehabilitation and Stabilization of barn, corrals, sheds, and other functioning structures in the trading post complex with interpretive devices to illustrate the total economic operation of the institution.

In sum, the development concept is a restoration of the trading post complex to a moment of time during its historic heyday. The historic structures with their colorful contents become the main interpretive media, with formal interpretation limited to the small museum in the guest house. The story encompasses the Indian trader as a prime medium of Indian-white contact, the reservation system, the Navajo Reservation, and Don Lorenzo Hubbell--his way of life, his beneficent and paternalistic influence upon a people seeking adjustment to white conquest and control. (The substance of the story is detailed in Utley's historical report.)

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Considerations in Historic House Preservation at Hubbell Trading Post: The contents of the historic structures and the condition of the structures themselves pose special problems. An automatic fire detection system is absolutely necessary. CO_2 and sprinkler fire control systems are not feasible. The home and the trading room-office-warehouse-rug room group cannot be sealed off unit-by-unit as required for a CO_2 system. A pressure water sprinkler system would destroy the invaluable art and ethnological objects. Therefore a system of strategically located hand foam extinguishers and a two-man 24-hour/day fire control team is the best answer. The staff would have to be trained to a smooth fire control drill on the basis of two-man team assignments--one man would fight fire, the other would evacuate valuable objects.

Immediately upon acquisition a comprehensive program of cataloguing, cleaning, and repairing of all art and ethnological objects would be initiated. Complementing this would be repair and finishing of structures to seal out dust, insects, etc., else the preservation work on art objects would be for nought. Periodic spot inspections of books, paintings, etc., would keep preservation current. Installation of humidifiers and constant temperature devices should proceed with caution. Presumably art objects are pretty well stabilized to this climate and should not be subjected to sudden change.

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Guidelines:

To preserve the historic character of the area it is proposed to stabilize but not restore buildings.

Whereas the Standard Service station is removed from the historic scene (being on the highway across Ganado Wash), the Silver Coin Laundromat is definitely a serious intrusion into the historic scene and must be removed to preserve the integrity of a "moment in time" concept.

Walks, curbs, gutters and like structures will be of cut sandstone to complement the stone buildings of the post.

Parking areas and any necessary interior roads will not be "black-topped" but rather be gravelled.

Boundary extensions, trades, or special use permits will be sought to allow the Hubbell Hill area where the Hubbells are buried to be accessible to visitors.

Every means should be employed to restore the cultivated-irrigated fields to farming activity. This may be done by lease, special use permits or other means preferably to Navajos.

All Service facilities will be unobtrusively located to preserve the "moment in time" atmosphere of the trading post and yet be close enough to provide protection from fire, theft or vandalism of the valuable artifacts, etc.

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REVISED (May 1965) ESTIMATE, HUBBELL TRADING POST

TOTAL COST SUMMARY - First 5 years

Acquisition of Land and Improvements	$169,000	
Acquisition of Art and Ethnological Objects	142,660	
Total Acquisition Costs		$311,660
Development Costs		
Roads and Trails	$ 35,000	
Buildings	435,000	
Utilities	160,000	
Miscellaneous	5,000	
Total Development Costs		$635,000
Operations Costs		
Management and Protection	$236,600	
Maintenance and Rehabilitation	98,800	
Total Operations Costs		$335,400
Total Estimate		$1,282,060

For breakdown, see following pages.

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EXPENSES FOR FIRST 5 YEARS

ACQUISITION COSTS

Improvements:

Improvements		$ 23,500	
Laundromat		50,000	
Well-Pump-Pumphouse		5,500	
Trailer Court		3,800	
Sub-total		$ 82,800	
20% Contingencies		16,560	
Total Improvements			$ 99,360

Land:

5 Acres Business	@	$1,500	$ 7,500	
40 Acres Irrigated	@	300	12,000	
50 Acres Agriculture	@	150	7,500	
30 Acres Graze	@	50	1,500	
12 Acres Motel	@	1,200	14,400	
20 Acres Wash, Roads, etc.	@	30	600	
Irrigation Rights			10,000	
Sub-total			$ 53,500	
20% Contingencies			10,700	
Sub-total			$ 64,200	
Title Evidence, Survey, Administration Costs			5,000	
Total Land				$ 69,200

Total Land and Improvements	$168,560
	say $169,000

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ACQUISITION COSTS (Continued)

Total Land and Improvements		$169,000
Art and Ethnological Objects, etc:		
Ethnological Objects (Indian Blankets, Pottery, Baskets, etc.)	$ 22,116	
Art Objects (Paintings and Photographs)	112,080	
Guns, Books, and Other Objects	8,464	
Total Art, etc.		$142,660
Total Acquisition Costs		$311,660

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DEVELOPMENT COSTS

	First Priority	Second Priority	Total	
Roads and Trails				
Roads and Trails, Parking Areas, Walks, Curbs, etc.	$ 18,000	$ 17,000	$ 35,000	
Total Roads and Trails	($ 18,000)	($ 17,000)		$ 35,000
Buildings and Utilities				
Buildings:				
Stabilize Laundry Rear Wall	$ 20,000		$ 20,000	
Stabilize Barn and Sheds	25,000		25,000	
Rehabilitate Residence and Store	10,000	$ 10,000	20,000	
Rehabilitate Warehouse		16,000	16,000	
Fire Protection-Detection System, etc.	25,000		25,000	
Grounds Cleanup and Obliteration	5,000	15,000	20,000	
Rehabilitate Outdoor Bread Oven		1,000	1,000	
Stabilize Farm Equipment		3,000	3,000	
Exhibit Preparation, Preservation, and Development; Audiovisual Equipment; Restore Historic Furnishing; Purchase Additional Historic Objects, Trade Goods, etc.	50,000	100,000	150,000	
Residences, Employee (4)	40,000	40,000	80,000	
Seasonal Quarters (2)		30,000	30,000	
Utility Building		20,000	20,000	
Public Comfort Station	25,000		25,000	
Total Buildings	($200,000)	($235,000)		$435,000

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DEVELOPMENT COSTS (Continued)

	First Priority	Second Priority	Total	
Utilities:				
Water System: 50,000 Gallon Tank and 6" Mains or Connect 2 Miles to Ganado System	$100,000		$100,000	
Sewer System: Enlarge Lagoon, Lay Mains, Fence	25,000	$ 25,000	50,000	
Utility Connections: Underground Power and Telephone, Connect to Gas Mains, etc.		10,000	10,000	
Total Utilities	($125,000)	($ 35,000)		$160,000
Miscellaneous				
Signs and Markers	$ 3,000	$ 2,000	$ 5,000	
Total Miscellaneous	($ 3,000)	($ 2,000)		$ 5,000
Priority Totals	($346,000)	($289,000)		
Total Development Costs				$635,000

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OPERATIONS COSTS

Staffing:

Superintendent, GS-11

Historian, GS-9

Maintenanceman, 2.40 ph

Administrative Assistant, GS-7

Park Ranger, GS-7

(2) Seasonal Park Guides, GS-4 (4 months)

(1) Seasonal Laborer, 2.11 ph (4 months)

Costs:

	Management and Protection	Maintenance and Rehabilitation	
1st Year	$ 48,600	$ 21,200	67
2nd Year	47,000	19,400	66
3rd Year	47,000	19,400	69
4th Year	47,000	19,400	70
5th Year	47,000	19,400	71
	$236,600	$ 98,800	

Total Operations Costs $335,400

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Southwest Region
Santa Fe, New Mexico
87501

L58
Hubbell

JUL 1 1965

Memorandum

To: Director

From: Regional Director

Subject: Documents and Records on Lands Patented to John Lorenzo Hubbell, Hubbell Trading Post, National Historic Site, Proposed

We think that both Harry Sanders and Jim Husted will be interested in the enclosed relating to the Hubbell Trading Post, Ganado, Arizona. We are unable to reproduce the entire BLM Status Sheet, but have reproduced the portion that covers Sections 27, 28, 33 and 34.

This Status Sheet received with Mr. Helmandollar's memorandum of June 24 shows the status to be correct as of June 23, 1965. We have also enclosed, in addition to Mr. Helmandollar's memorandum to Mr. Kell dated June 24, a copy of a letter of August 5, 1960 to Mrs. Roman Hubbell from William J. Dorasavage. This letter, presumably from the case file returned to the BLM from Washington, completely reverses the information Mr. Kell had previously received from the BLM by telephone whereby he was advised the Hubbells actually owned only 40 acres, the northwest quarter northwest quarter of Section 34.

On June 29, after receiving Mr. Helmandollar's memorandum of June 24, Mr. Kell telephoned Field Solicitor Luoma, Phoenix, who is in the process of preparing a reply to our memorandum of June 24, but assured Mr. Kell by telephone that we had no problems.

(SIGNED)

Daniel B. Beard

In duplicate

Enclosures

JEKell:jfd
6/29/65

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IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
Room 5405 Federal Bldg.
230 North 1st Avenue
Phoenix, Arizona 85025

June 30, 1965

Memorandum

To: Acting Regional Director, National Park Service, Santa Fe

From: Field Solicitor, Phoenix

Subject: Hubbell Trading Post, Ganado, Arizona

Mr. Kell and I discussed over the telephone the fact that the Phoenix Land Office status sheet and plat now shows the Hubbell Trading Post property is Tract 37, containing 160 acres. Apparently this resolves the problems raised by you in your memorandum of June 24.

If we can be of further assistance in this matter, please advise.

L. K. Luoma
L. K. Luoma

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
JUL 2-1965
Surname | Date
Sandt | Kell

L 58
Arizona - Hubbell

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P. O. Box 728
Southwest Region
Santa Fe, New Mexico 87501

June 29, 1965

Wanda G. Hall, Secretary
Apache Title Company
P. O. Box 427
St. Johns, Arizona

Dear Mrs. Hall:

I appreciated your letter of June 22 and the time you took to check tax records and other matters in connection with the Hubbell Trading Post, Ganado, Arizona. I have had several telephone conversations with the BLM regarding the amount of land owned by the Hubbells and they have now revised their Status Sheet for T. 27 N., R. 26 E., to show the John Lorenzo Hubbell property as Tract 37 lying partially in Sections 27, 28, 33 and 34.

I have enclosed a copy of Mr. Helmandollar's letter of June 24, a copy of a letter to Mrs. Roman Hubbell of August 5, 1960, together with a copy of the Executive Order of January 6, 1880, which you may already have in your files.

We have information that the House hearing progressed very smoothly and Senate hearings are to be held today, June 29. Eventually we may be in a p9sition to purchase title insurance and I appreciate the work you supplied.

Sincerely,

JOHN E. KELL

John E. Kell
Regional Chief of Lands

Enclosures

JEKell:jfd

Original mailed 6/29/65

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Southwest Region
Santa Fe, New Mexico
87501

L1425
Hubbell

June 28, 1965

AIR MAIL

Memorandum

To: Field Solicitor, Room 5405, Federal Building, 230 North First Avenue, Phoenix, Arizona 85025

From: Regional Chief of Lands, Southwest Region, National Park Service, P. O. Box 728, Santa Fe, New Mexico 87501

Subject: Apparent Error in Ownership and Location of Land, Hubbell Trading Post, Ganado, Arizona

Following our memorandum of June 24 with enclosures Former Field Solicitor Merritt Barton, while he was at the Supreme Court Law Library in Santa Fe, looked up certain references that may relate to the Hubbell Trading Post National Historic Site, Proposed.

Merritt's references have been copied and enclosed in the event they may save you or your staff some time. I have also enclosed a copy of a reply from Mrs. Wanda G. Hall, Secretary, Apache Title Company, St. Johns, Arizona, dated June 22.

Mrs. Hall reports the Assessor's plat book shows some land in Section 28 and it appears that the Hubbells have paid taxes on the land for at least the last 10 years. Mrs. Hall did not check more than the last 10 years.

JOHN E. KELL

John E. Kell

Enclosures

JEKell:jfd
6/25/65

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Southwest Region
P.O. Box 728
Santa Fe, New Mexico
87501

158 Hubbell

June 25, 1965

County Recorder
Apache County
St. Johns, Arizona

Dear Sir:

Enclosed is my personal check No. 156 in the amount of $12.50 dated June 24 and drawn on the First National Bank of Santa Fe, New Mexico.

I wish to purchase two copies of an instrument which is presumably a lease or contract between the Standard Oil Company of Texas (Chevron) and Dorothy S. Hubbell, John Hubbell and Charles Goodman Eckel. Our best information indicates that this will be found in Docket 49, Pages 368 - 372 recorded at 11:30 a.m., November 23, 1961. It involves a tract of land in the SW^4 of Section 27, T. 27 N., R. 26 E., G&SRM, Coconino, Arizona.

I am anticipating that the cost will be approximately $1.25 per page. It is not necessary that either copy be certified as a true copy. If your recorded instruments are negatives, I would prefer positive copies. If not, I would like one negative and one positive.

If I have miscalculated the cost and if you will advise me at the above address, I will supply any difference that may be necessary immediately. The copies are for official use and I am sending my personal check in order to save time. I will, however, need a receipt marked paid and the full name of the person signing the receipt so that I can recover the cost of the two copies.

Sincerely yours,

John E. Kell
Regional Chief of Lands

Enclosure

cc: ARD, Administration

JEKell:dmr
6/25/65

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Apache Title Company
P. O. Box 427
St. Johns, Arizona
Telephone 337-4941

22 June 1965

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
JUN 25 1965
Surname | Date
Regional Director
Operations
Administration
Files
L2015

Mr. John Kell
Box 728
Santa Fe, New Mexico

Dear Mr. Kell:

Re: J. L. Hubbell Trading Post

Pursuant to our telephone conversation, I have checked the Apache County Assessor's office and find the following lands are assessed to J. L. Hubbell Trading Post, Inc.:

NE 1/4 NE 1/4 Sec. 33 - 40 acres
NW 1/4 NW 1/4 Sec. 34 - 40 acres
S 1/2 SW 1/4 less 3.07 Acres to U. S. A. in Sec. 27
All in Township 27 North, Range 26 East. - 97 acres.

The Assessor's plat book shows a portion in the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 28 - Tract #37 - T27N, R26E. However, there is nothing assessed to above in Sec. 28 and we didn't take time to try to check this out.

If we can be of further assistance to you, please advise. Might add that we checked the assessment 10 years ago on Hubbells and find same land listed so the Hubbells have paid taxes on all of above for at least ten years.

Very truly yours,
Wanda G. Hall
Wanda G. Hall,
Secretary.

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P. O. Box 728
Southwest Region
Santa Fe, New Mexico
87501

L1425

JUN 22 1965

Apache Abstract Company
St. Johns, Arizona

Attention: Mrs. Hall

Dear Mrs. Hall:

Since talking with you June 21 I have been able to talk with a former Field Solicitor for the National Park Service and the problem at Hubbell Trading Post apparently is not as serious as I interpreted, however, the Bureau of Land Management records are such that we will probably have to refer this entire problem to our Washington office to try to convince the Bureau of Land Management that the Hubbell Homestead is in effect the same land which has been occupied by them for many years.

For such use as it may be to you, I have enclosed a reproduced copy of the reconveyance from the Santa Fe Pacific Railroad Co., dated the 30th day of November, 1917. I have also reproduced portions of Supplemental Plat, T. 27 N., R. 26 E., Gila and Salt River Meridian, Arizona, embracing Sections 19,21,28,29,30,31, 32 and 33. This plat is No. 1191 from the Phoenix office and was approved by the Commissioner, General Land Office, Washington, D.C., June 20, 1917. With the equipment we have in Santa Fe, we can only reproduce portions of the entire plat which is approximately 18" x 24".

The east half of the Hubbell Homestead in parts of Sections 27 and 34 is shown on the second supplemental plat of T. 27 N., R. 26 E., which embraces Sections 23,24,25,26,27,34 and 36. This is BLM Drawing No. 1190 and it too was approved by the Commissioner, General Land Office, June 20, 1917. The east portion of the Hubbell Homestead from the above numbered plat has been reproduced and is enclosed.

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In addition to these two plats I have reproduced a small portion of resurveys in T. 27 N., R. 26 E., BLM NO. 1192, which gives the diagram showing the methods of establishing the corners of J. L. Hubbell Homestead entry, now Tract 37, from original survey, showing connections with resurvey. The BLM number on this drawing is No. 1192 and the bottom portion of the sheet shows Sections 19 through 36 and the "lotting" in the Sections 27,28,33 and 34 in relation to the Hubbell Homestead, irrigation ditches and Pueblo, Colorado River.

The only survey I have obtained thus far is Fractional T. 27 N., R. 26 E., and covers Sections 19 through 36. Only the south half of the township was surveyed. This survey was conducted by Samuel E. Day under a contract of April 16, 1903 and completed in December, 1904 and January, 1905. It was approved by the Surveyor General, Phoenix, Arizona, July 14, 1906. I am not certain whether this is the first survey or not but it is BLM No. 1193.

As you are aware John Lorenzo Hubbell could not obtain a patent until after the land had been surveyed. The original patent, granted the 14th day of July, 1908, was approximately two years after the July 14, 1906 acceptance of the plat. The 1908 patent, No. 2655, was cancelled September 11, 1917, because Section 33 was erroneously described in the first patent as Section "23". The patent of October 17, 1917, Patent No. 603857, was issued in lieu of Patent No. 2655 which was cancelled because of an error in the description.

I reason that the United States of America could not have issued the patents to Mr. Hubbell if the Santa Fe Pacific Railroad Co., had title to the south half of the southwest quarter of Section 27 containing 80 acres and the northeast quarter northeast quarter of Section 33 containing 40 acres. It is my opinion that someone in the BLM erroneously construed the quitclaim or relinquishment from the Santa Fe Pacific Railroad Co., as reconveying land, which already had been patented to Mr. Hubbell, to the United States. The preamble in the Santa Fe Pacific Railraod Co., quitclaim of November 30, 1917, indicates that this land was already claimed by "settlers or entrymen" and I think the Santa Fe Pacific quitclaimed only because Mr. Hubbell had been granted a patent to the land and the Santa Fe Pacific used this instrument as a means to acquire lieu lands elsewhere in the amount of 120 acres which were not yet occupied or patented. My only problem is to convince the BLM that this is true.

Sincerely yours,

JOHN E. KELL

John E. Kell
Regional Chief of Lands

JEKell:jfd
6/22/65

Enclosures

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Southwest Region
Santa Fe, New Mexico 87501

MAY 25 1965

Harry S. Embach
Lubrs-Central Building
Suite 220-224
132 South Central Avenue
Phoenix, Arizona 85004

Dear Harry,

I appreciate your letter of May 19 together with the print loaned me which you obtained at Window Rock. The print is returned and in addition I have enclosed two additional prints made from the print you loaned me for whatever purpose they may serve.

I am still "fighting the location" of the Hubbell property. I obtained from the Bureau of Land Management in Phoenix copies of the original Patent No. 2655 which was issued to John Lorenzo Hubbell for 160 acres the 14th day of July, 1902. The reproduction of this deed shows that it was canceled because of a faulty description, (they described Section 23 rather than Section 33). The next patent was No. 603857 which, as you have probably checked, describes the E½ of Section 27, NE¼ of Section 33, and NW¼NW¼ of Section 34. This patent was issued in lieu of Patent No. 2655 the 17th day of October, 1917. Both patents bear the notation "Homestead Certificate No. 154, Application No. 911."

In addition to these two instruments, the Santa Fe Pacific Railroad Co., November 30, 1917, quitclaimed to the United States the S½ of the SW¼ Section 27 and the NE¼NE¼, Section 33, a total of 120 acres. Over the telephone, the Bureau of Land Management representative in Phoenix interpreted that reconveyance or quitclaim by the Santa Fe Pacific Railroad Co., (successor in interest to the Atlantic and Pacific Railway Co.), now Atchison, Topeka and Santa Fe, to mean that out of the original Hubbell Homestead only the NW¼NW¼ of Section 34 is patented land.

I am reasonably certain that since checkerboard sections and odd numbered sections, (27 and 33), were normally railroad lands that the quitclaim or reconveyance by the railroad the 30th day of November, 1917, had something to do with the Hubbell patent and it is my "guess" that the railroad quitclaimed the 120 acres to the United States so that they, in turn, could obtain lieu selection rights for an equal acreage of land someplace other than within the Indian reservation which was extended by Executive Order of January 6, 1880.

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5.0[illegible]-1F
Phoenix Homestead
F. C. 154
Patent 2655
Patent 603857

AUG. 5 1960

Certified Mail
Return Receipt Requested
Air Mail

Mrs. Roman Hubbell
J. L. Hubbell Trading Post
Ganado, Arizona

Dear Mrs. Hubbell:

This responds to your letter of July 20, 1960, with enclosures, including original patent 603857, and also a copy of a letter dated June 20, 1960, from the Delta Surveying Co., to the Standard Oil Company of California, concerning the description of the lands patented to John Lorenzo Hubbell under the above entries.

Our records show that on May 21, 1907, John Lorenzo Hubbell made homestead entry Phoenix No. 811, for the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E., Gila and Salt River Meridian, Arizona, containing 160 acres, and on July 9, 1907, submitted final proof thereon. Final certificate No. 154 issued on July 26, 1907, and through a clerical error the lands were described therein as the S½SW¼ sec. 27, NE¼NE¼ sec. 23, and the NW¼NW¼ sec. 34, T. 27 N., R. 26 E. On July 14, 1908, patent 2655 was issued. This entry was based on the plat of survey of July 14, 1906, for the township. The patent followed the final certificate and erroneously described the land as being in sec. 23 instead of sec. 33. By letter "B" of September 11, 1917, the above patent was canceled and on October 17, 1917, patent No. 603857 was issued to correct the above error and properly described the lands as the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E. The canceled original patent 2655 is on file here with the case record.

An independent resurvey for T. 27 N., R. 26 E., G. & S. R. Meridian, with a tract segregation, was approved on June 20, 1917. This plat shows the patented J. L. Hubbell homestead has been segregated and is referred to on the plat as Tract 37. The metes and bounds

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5.C5d-1F
Phoenix F.C. 154

description of this homestead are on file here in volume 138 of the Arizona field notes, at pages 597, 599, 601, 603, 605, 607, 609. The lands so segregated represent the actual position of the legal subdivisions embraced in the Hubbell patent in the terms of the plat of the original survey approved July 14, 1906. The independent survey did not affect, in any way, the position or description of the patented lands in the township.

When lands are granted according to an official plat of the survey of such lands, the plat, itself, with all its notes, lines descriptions and landmarks, becomes as much a part of the patent by which the lands were conveyed as if such descriptive features were written out on the face of the patent. See Cragin v. Powell, 128 U. S. 691.

When a patent has issued in conformity with the record upon which the right to the patent is predicated, and has been signed, sealed, and recorded, the title to the land has passed and our office is without further jurisdiction over the patent. See United States v. Schurz (102 U. S. 378), Wright-Blodgett Company (36 L. D. 238), Amos D. Buhl (52 L. D. 262), and Karl A. F. Loyning (53 I. D. 479).

Accordingly, the lands conveyed are properly described in the patent No. 603857 dated October 17, 1917. The issuance of a new and corrected patent would not be proper, as there is no amendment question involved.

If certified photostatic copies of the official copy of this letter, also the original plat of survey of 1906, the plat of independent resurvey of 1917, and the pertinent field notes, are obtained and recorded on the county records, there would be no doubt as to the description of the patented land and its location on the ground.

If you desire certified copies, they may be obtained upon request from this Bureau for a fee of $1 per page.

Original patent 603857 is herewith returned.

Sincerely yours,

For the Director:

William J. Dorasavage

WJDorasavage:okm 8/5/60

Copy to: FS reading file
Permanent file
Mr. Smith, BIA, Wash., D. C.

Enclosure

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DEPARTMENT OF THE INTERIOR

UNITED STATES INDIAN FIELD SERVICE
NAVAJO INDIAN AGENCY
Fort Defiance,
Arizona. Dec. 5, 1922.



The Commissioner of Indian Affairs,

Washington, D. C.

My dear Mr. Commissioner:

Referring to the third paragraph of Office letter of August 25, 1922, citation above; regarding the irrigation project at Ganado I wish to submit a full and complete report thereon.

Under separate cover I am mailing your Office a tracing of the land under the Ganado Project, which will give your Office an idea of what has been done and what remains undone. The plat shows the allotment assigned to each individual Navajo; the number of acres farmed by each is marked in red ink. The canal on the north side of the wash, as is shown on the map, is complete as far as the Hubbell Homestead. Below that point flumes have not been put across the arroyos, and the greater part of what has been constructed is more or less filled with sediment, etc. The land under the north side canal contains a great deal of adobe and is badly cut up by arroyos, and if leveled and graded would take an enormous amount of work to put in tillable condition. I believe that the Indians would be unable to irrigate and farm this land successfully.

filed in attached envelope.

Of the land that has been assigned as allotments I submit the following facts:- Mrs. John Owens, Doctor Yesomite and Tom Winker have recently been assigned their allotments and have not had sufficient time to level them or get the land ready for irrigation, but they expect to have it in such shape as to be able to raise a crop this coming year. Ashie-hin Binallie and Hosteen Gahn should have most of their allotments under cultivation. Kee Williams and Bert Yashie have nearly all the good land on their allotments cultivated.

The canal on the south side of Section 5, Twp. 26, Range 26 is in good condition most of the way. Nearly all of this land is sandy loam and as there is quite a fall from the canal to the wash this tends to make the ditches wash a great deal while irrigating. Concerning allotments I have to state as follows:- Pretty Girl: Only two acres of this allotment can be irrigated. The Presbyterian Mission has 20.00 acres under cultivation. Yashie Holmes, most of the land not farmed is on the side of hills and cannot be easily irrigated. Loco, the part not farmed

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cannot be easily irrigated. Lot 34 in Sec. 27 and Lot 1 in Sec. 34 and inside Mr. Hubbell's fence is in alfalfa, this is included in the 100 acres that he has under cultivation. Miguelito, several acres are cut by small arroyos and balance of the allotment not under cultivation is being leveles.. Chischillie Begay, this is all very poor land, it is hilly and much cut up by arroyos. Na-ne-bah, the part not farmed is used for buildings, a small part along the river is no good. Sam Whonaghne, several acres more of this allotment should be cultivated, part of it is on a hill. Dosola Curley, five acres are in timber which is being cleared, some poor land along the river and some occupied by buildings. John Curley, the part of this allotment not now farmed is being cleared and leveled.. Etzanally Bechay, several acres of this allotment is cut up by arroyos, the rest of it should be farmed. Tapan Etsosie, Yellowhair, Dolth Curley, Tom Curley, Denalth Jinne Begay and Denalth Jinne Begay Badonni have all the land on their allotments that is any good under cultivation. Lot 21 in Sec. 33 is hilly, also the SE 1/4 of NE 1/4 of SE 1/4 Sec. 32. Gana Bitsee, all the good land is being farmed, some is cut by arroyos and some on hills. Kin la chee, this allotment is south of the canal but can be irrigated, the land is being leveled.. Edward McCabe, six acres under cultivation, the rest can be cultivated but must be leveled before it can be irrigated. Roan Horse's Son, this allotment is nearly all good level land, about five acres has been farmed in the past, none of it was farmed this last year, it should all be under cultivation. Smiles Bikis, this allotment should all be cultivated. Besh-la-kai Binalli, this allotment should all be under cultivation.

The total amount of land under irrigation, including Mr. Hubbell's homestead and the Mission land is approximately 330 acres. A large amount of land, as shown on the map, has been subdivided into ten acre tracts below the Cornfields Day School. About 95 per cent of this land, which is subdivided, is quite level, very easily irrigated and would require but a very little leveling and is far better land than is now being farmed by the Indians. If the canal could be extended so it would take in all of the land from Section 10 to Section 30, which is the best land in this valley, the Indians would derive a great deal of benefit therefrom. When I located the Day School at the Cornfields there were many families living in that locality who were doing a great deal of farming, before the Ganado Reservoir was built and were raising good crops by irrigating their fields from the water that they took out of the wash. Since the reservoir has been built they have been unable to do any farming to speak of on account of their not being able to get water at the proper time, it being turned into the reservoir. Practically all of these Indians became discouraged and abandoned their land and moved away to some other place where they could do dry farming. I asked several Indians why they did not continue their farming around the Cornfields as they used to do and their answers were that they were unable to get water on thier crops at the proper time and that they were a failure, but before the reservoir was built they were always able to get water to raise good crops.

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LAND DESCRIPTION

HUBBELL TRADING POST

BEGINNING at the northeast corner known as Corner No. 1, whence the section corner common to Sections 27, 28, 33 and 34, T.27N., R.26E., G&SRM, bears S.50°26'W., 2741.39 feet; thence N.89°55'W., 2640 feet to Corner No. 2; thence S.0°03'E., 1320 feet to Corner No. 3; thence west 1320 feet to Corner No. 4; thence S.0°03'E., 1320 feet to Corner No. 5; thence east 2640.66 feet to Corner No. 6; thence N.0°03'W., 1320 feet to Corner No. 7; thence east 1320 feet to Corner No. 8; thence N.0°03'W., 1318.68 feet to the point and place of beginning known as Corner No. 1.

EXCEPTING an area donated to the United States of America commencing at the quarter corner between Sections 27 and 28, T.27N., R.26E., G&SRM, thence S.27°02'E., 1561 feet to the point of beginning which is the southwest corner of the tract, thence east 536 feet to the southeast corner; thence north 250 feet to the northeast corner; thence west 536 feet to the northwest corner; thence south 250 feet to the southwest corner and the point of beginning containing 3.07 acres more or less, located in the southwest quarter of Section 27, T.27N., R.26E., G&SRM.

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LEGAL DESCRIPTION
for
SEGMENT "P"
of the
WATER DISTRIBUTION AND STORAGE FACILITIES
for
GANADO, ARIZONA

Being a segment of Utility Easement on Hubbell Homestead Tract at Ganado, Apache County, Arizona, being more particularly described as follows:

Beginning at the south Right-of-Way of Arizona State Highway No. 264 at centerline station 1571+21.72, thence, S 43° 56' 44" W, 193.25 feet to a point; thence, S 87° 55' 08" W, 22.88 feet to a point; thence, S 00° 38' 12" E, 25.00 feet to the true point of beginning of Segment "P"; thence, S 00° 38' 12" E, 308.62 feet to a point; thence, S 65° 47' 34" W, 190.22 feet to a point; thence, S 18° 26' 06" W, 25.30 feet to the termination of Segment "P".

Said Segment "P" being a strip of land fifteen feet in width, 7.50 feet each side of the previously described centerline, and containing 0.180 acres, more or less.

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LaCharles Goodman Eckel, GRANTOR

Edwin B. Eckel, SPOUSE

John Lorenzo Hubbell, GRANTOR

Silvia Hubbell, SPOUSE

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LaCharles Goodman Eckel and Edwin B. Eckel, husband and wife, John Lorenzo Hubbell and Silvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/Colin K. Grant
Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA For (other word and number illegible)
Couty of Apache:

Wording in next four short lines is not legible enough for writing, numbers are OK. Attached copy for reference.

Curb

Dkt. 107 page 27

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FURTHER, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads and pipe lines, (2) that certain lease dated May 21, 1941 between Lorenzo D. Hubbell, LaCharles Goodman Fekel and John Lorenzo Hubbell, lessors, to California Oil Company of Texas, lessee, recorded in Docket 49, page 348, thereafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1942, recorded in Docket 51, page 558; and thereafter reassigned back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, Grantor

LaCharles Goodman Fekel, Grantor

Edwin B. Fekel, Grantor

John Lorenzo Hubbell, Grantor

Sylvia Hubbell, Grantor

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LaCharles Goodman Fekel and Edwin B. Fekel, husband and wife, John Lorenzo Hubbell and Sylvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA, COUNTY OF APACHE: ss.
I hereby certify that the within instrument was filed and recorded MAR 31 1967 at 3:00 P.M. in Docket No. 107 Page 25-27 at the request of Transamerica Title Ins. Co.
WINSLOW REAL ESTATE DEPARTMENT
By _____ Deputy

DKT. 107 PAGE 27

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Recd. 11/21/68

SCHEDULE A

File No.: 33-3-275

Project: J. L. Hubbell Trading Post Historic Site located in Apache County, Arizona

Estate Acquired: Fee Simple and Scenic Easement

Acreage: 154.52 acres in fee and 5.574 acres for easement purposes.

Total Consideration: $140,000.00

The deed to the United States of America was executed by Dorothy S. Hubbell, a widow, et al., on April 28, 1967, filed for record on June 21, 1968, and recorded in Book 107, at page 25.

The title insurance policy No. S-1098-310 was prepared as of June 21, 1968, by Transamerica Title Insurance Company.

The title is subject to the following:

1. Existing easements for public roads, highways, railroads, pipelines, utilities, canals, ditches, flumes, telephone ditches, flumes, telephone, telegraph and power transmission lines.

It is noted that the purchase price has not been paid.

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4/28/67

WARRANTY DEED

Dorothy S. Hubbell, a widow, LaCharles Goodman Eckel, a married woman, and John Lorenzo Hubbell, a married man, hereinafter called GRANTORS, hereby convey and warrant to the United States of America, hereinafter called GRANTEE, in consideration of the sum of One Hundred Forty Thousand Dollars ($140,000.00) in hand paid, the receipt whereof is hereby acknowledged, the following described real property, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, the SE 1/4 of Section 28, the NE 1/4 of Section 33 and the NW 1/4 NW 1/4 of Section 34, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as Follows:

Commencing at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence S 00°10'05" E along the east line of Tract 37, 241.92 feet to a point on the southwest R/W line of State Highway 264 and the point of beginning; thence continuing S 00°10'05" E along said east line of Tract 37, 709.44 feet; thence S 00°04'56" E along the east line of Tract 37, 369.26 feet to Corner No. 8 thereof; thence N 89°54'58" W along the south line of Tract 37, 1323.40 feet to Corner No. 7 thereof; thence S 00°01'31" E along the east line of Tract 37, 1320.00 feet; thence S 89°48'26" W along the south line of Tract 37, 528.05 feet; thence S 89"54'12" W along the south line of Tract 37, 266.59 feet, to the section line between Sections 33 and 34; thence N 89°55'30" W along the south line of Tract 37, 525.57 feet to Corner No. 5 thereof; thence N 00°00'12" E along the west line of Tract 37, 1320.00 feet to Corner No. 4 thereof; thence East along the north line of Tract 37, 1320.00 feet to Corner No. 3 thereof; thence N 00°00'43" W along the west line of Tract 37, 1320.02 feet to Corner No. 2 thereof; thence S 89°51'21" E along the north line of Tract 37, 525.05 feet to the section line between Sections 27 and 28; thence East along the north line of Tract 37, 509.54 feet to a point marked by a brass cap, said point being 1605.76 feet West of Corner No. 1 of Tract 37; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to the point of beginning.

The tract of land herein described contains 154.52 acres, more or less.

GRANTORS do hereby transfer, convey and warrant to the GRANTEE, and its assigns all the GRANTORS' right, title and interest in the above described

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real property, together with all improvements and appurtenances thereon and thereunto appertaining and belonging. Spouses of GRANTORS, if any, by executing this instrument hereby release and waive any and all rights under and by virtue of homestead, dower, curtesy and community property exemption laws of the State of Arizona;

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

FURTHER, whereas Section 1 of the Act of August 28, 1965 (79 Stat. 584), providing for the establishment of the Hubbell Trading Post National Historic Site, authorizes the Secretary of the Interior to purchase additional land and interests in land as in his discretion are needed to preserve and protect the Post and its environs for the benefit and enjoyment of the public;

DKT 107 PAGE 25

NOW, THEREFORE, in consideration of the premises and the above recited sum of One Hundred Forty Thousand Dollars ($140,000.00) GRANTORS do hereby grant, bargain, sell, convey, confirm and warrant unto the United States of America, GRANTEE, and its assigns, an estate, interest and perpetual scenic easement in the following described real property of GRANTORS, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

Beginning at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence West along the north line of Tract 37, 1605.76 feet to a point marked by a brass cap; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N 69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to a point on the east line of Tract 37; thence N 00°10'05" W along the east line of Tract 37, 241.92 feet to the point of beginning.

The tract of land herein described contains 5.574 acres, more or less.

Said scenic easement to be a servitude upon the above described real property of the GRANTORS, and GRANTORS covenant on behalf of themselves, their heirs, successors and assigns, (said covenant to run with the land) with GRANTEE, and its assigns to do and refrain from doing upon GRANTORS said property the various acts herein set forth, it being hereby agreed and expressed that the doing and the refraining from said act, and each thereof,

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upon said property is and will be for the benefit of the United States of America, and the enjoyment of the public through the preservation of the scenic, natural and historic values of the Hubbell Trading Post National Historic Site, and will preserve the surrounding area in harmony with the historic significance of said site.

The restrictions hereby imposed upon the use of said property of the GRANTORS and the acts which GRANTORS covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. Permitting eh accumulation of any trash or foreign material whicn is unsightly or offensive.

2. Using the land for mining or industrial activity or for any purpose which would be in direct conflict with the preservation of a harmonious setting for the Hubbell Trading Post National Historic Site, except as may be authorized in writing on such terms and conditions deemed appropriate by the Director of the National Park Service, or his authorized representative.

It is the intention of the GRANTORS to erect, or cause to be erected, on said land a hotel or motel, a restaurant and appurtenant facilities usual thereto, and a laundromat. Nothing set forth in this scenic easement shall be construed as restricting the right of GRANTORS to erect such hotel, motel, restaurant and appurtenant facilities, and laundromat; EXCEPT that plans for such improvements shall be approved in advance by the Director of the National Park Service, or his duly authorized representative. Such approval shall not be withheld if said buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are harmonious with the Hubbell Trading Post National Historic Site and shall not be withheld merely because the proposed buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are not of the architectural style of the Hubbell Trading Post National Historic Site.

SUBJECT, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads, and pipelines, (2) that certain lease dated May 24, 1961 between Dorothy S. Hubbell, LaCharles Goodman Eckel and John Lorenzo Hubbell, lessors to California Oil Company of Texas, lessee, recorded in Docket 49, page 368, thereinafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1962, recorded in Docket 61, page 558; and thereinafter subleased back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, GRANTOR

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WARRANTY DEED

Dorothy S. Hubbell, a widow, LaCharles Goodman Eckel, a married woman, and John Lorenzo Hubbell, a married man, hereinafter called GRANTORS, hereby convey and warrant to the United States of America, hereinafter called GRANTEE, in consideration of the sum of One Hundred Forty Thousand Dollars ($140,000.00) in hand paid, the receipt whereof is hereby acknowledged, the following described real property, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, the SE 1/4 of Section 28, the NE 1/4 of Section 33 and the NW 1/4 NW 1/4 of Section 34, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as Follows:

Commencing at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence S 00°10'05" E along the east line of Tract 37, 241.92 feet to a point on the southwest R/W line of State Highway 264 and the point of beginning; thence continuing S 00°10'05" E along said east line of Tract 37, 709.44 feet; thence S 00°04'56" E along the east line of Tract 37, 369.26 feet to Corner No. 8 thereof; thence N 89°54'58" W along the south line of Tract 37, 1323.40 feet to Corner No. 7 thereof; thence S 00°01'31" E along the east line of Tract 37, 1320.00 feet; thence S 89°48'26" W along the south line of Tract 37, 528.05 feet; thence S 89"54'12" W along the south line of Tract 37, 266.59 feet, to the section line between Sections 33 and 34; thence N 89°55'30" W along the south line of Tract 37, 525.57 feet to Corner No. 5 thereof; thence N 00°00'12" E along the west line of Tract 37, 1320.00 feet to Corner No. 4 thereof; thence East along the north line of Tract 37, 1320.00 feet to Corner No. 3 thereof; thence N 00°00'43" W along the west line of Tract 37, 1320.02 feet to Corner No. 2 thereof; thence S 89°51'21" E along the north line of Tract 37, 525.05 feet to the section line between Sections 27 and 28; thence East along the north line of Tract 37, 509.54 feet to a point marked by a brass cap, said point being 1605.76 feet West of Corner No. 1 of Tract 37; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to the point of beginning.

The tract of land herein described contains 154.52 acres, more or less.

GRANTORS do hereby transfer, convey and warrant to the GRANTEE, and its assigns all the GRANTORS' right, title and interest in the above described

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real property, together with all improvements and appurtenances thereon and thereunto appertaining and belonging. Spouses of GRANTORS, if any, by executing this instrument hereby release and waive any and all rights under and by virtue of homestead, dower, curtesy and community property exemption laws of the State of Arizona;

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

FURTHER, whereas Section 1 of the Act of August 28, 1965 (79 Stat. 584), providing for the establishment of the Hubbell Trading Post National Historic Site, authorizes the Secretary of the Interior to purchase additional land and interests in land as in his discretion are needed to preserve and protect the Post and its environs for the benefit and enjoyment of the public;

DKT 107 PAGE 25

NOW, THEREFORE, in consideration of the premises and the above recited sum of One Hundred Forty Thousand Dollars ($140,000.00) GRANTORS do hereby grant, bargain, sell, convey, confirm and warrant unto the United States of America, GRANTEE, and its assigns, an estate, interest and perpetual scenic easement in the following described real property of GRANTORS, situated in Apache County, State of Arizona, to wit:

A tract of land comprising a part of Tract 37 situated in the SW 1/4 of Section 27, Township 27 North, Range 26 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

Beginning at the northeast corner of Tract 37 known as Corner No. 1 from whence the section corner common to Sections 27, 28, 33 and 34 bears S 50°28'08" W, 2741.58 feet; thence West along the north line of Tract 37, 1605.76 feet to a point marked by a brass cap; thence S 15°38' E, 50.88 feet; thence S 78°31'24" E, 200.03 feet; thence N 69°09'39" E, 125.60 feet; thence S 89°48'15" E, 198.77 feet; thence S 53°30'05" E, 250.97 feet; thence S 83°42'08" E, 544.33 feet; thence N 60°03'41" E, 207.33 feet to a point on the southwest R/W line of State Highway 264; thence S 59°57' E along said southwest R/W line of State Highway 264, 183.00 feet to a point on the east line of Tract 37; thence N 00°10'05" W along the east line of Tract 37, 241.92 feet to the point of beginning.

The tract of land herein described contains 5.574 acres, more or less.

Said scenic easement to be a servitude upon the above described real property of the GRANTORS, and GRANTORS covenant on behalf of themselves, their heirs, successors and assigns, (said covenant to run with the land) with GRANTEE, and its assigns to do and refrain from doing upon GRANTORS said property the various acts herein set forth, it being hereby agreed and expressed that the doing and the refraining from said act, and each thereof,

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upon said property is and will be for the benefit of the United States of America, and the enjoyment of the public through the preservation of the scenic, natural and historic values of the Hubbell Trading Post National Historic Site, and will preserve the surrounding area in harmony with the historic significance of said site.

The restrictions hereby imposed upon the use of said property of the GRANTORS and the acts which GRANTORS covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. Permitting eh accumulation of any trash or foreign material which is unsightly or offensive.

2. Using the land for mining or industrial activity or for any purpose which would be in direct conflict with the preservation of a harmonious setting for the Hubbell Trading Post National Historic Site, except as may be authorized in writing on such terms and conditions deemed appropriate by the Director of the National Park Service, or his authorized representative.

It is the intention of the GRANTORS to erect, or cause to be erected, on said land a hotel or motel, a restaurant and appurtenant facilities usual thereto, and a laundromat. Nothing set forth in this scenic easement shall be construed as restricting the right of GRANTORS to erect such hotel, motel, restaurant and appurtenant facilities, and laundromat; EXCEPT that plans for such improvements shall be approved in advance by the Director of the National Park Service, or his duly authorized representative. Such approval shall not be withheld if said buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are harmonious with the Hubbell Trading Post National Historic Site and shall not be withheld merely because the proposed buildings, or appurtenances thereto, landscaping or utility lines, signs, billboards, or plans therefore, are not of the architectural style of the Hubbell Trading Post National Historic Site.

SUBJECT, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads, and pipelines, (2) that certain lease dated May 24, 1961 between Dorothy S. Hubbell, LaCharles Goodman Eckel and John Lorenzo Hubbell, lessors to California Oil Company of Texas, lessee, recorded in Docket 49, page 368, thereinafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1962, recorded in Docket 61, page 558; and thereinafter subleased back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, GRANTOR

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LaCharles Goodman Eckel, GRANTOR

Edwin B. Eckel, SPOUSE

John Lorenzo Hubbell, GRANTOR

Silvia Hubbell, SPOUSE

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LaCharles Goodman Eckel and Edwin B. Eckel, husband and wife, John Lorenzo Hubbell and Silvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/Colin K. Grant
Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA For (other word and number illegible)
Couty of Apache:

Wording in next four short lines is not legible enough for writing, numbers are OK. Attached copy for reference.

Dkt. 107 page 27

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EXCEPT, however, to (1) existing easements for public roads, highways, public utilities, telephone and transmission lines, railroads [illegible] lines, (2) that certain lease dated May 24, 1941 between Lorenzo D. Hubbell, LeCharles Goodman Fekel and John Lorenzo Hubbell, lessors, to California Oil Company of Texas, lessee, recorded in Docket 49, page 343, thereafter assigned to Petroleum Facilities, Incorporated, by assignment dated June 30, 1948, recorded in Docket 61, page 513; and thereafter addressed back to California Oil Company, doing business as Standard Oil Company of Texas, in Docket 61, page 555.

Dated this 28th day of April, 1967.

Dorothy S. Hubbell, Grantor

LeCharles Goodman Fekel, Grantor

Edwin B. Fekel, Grantor

John Lorenzo Hubbell, Grantor

Silvia Hubbell, Grantor

State of Arizona,
County of Maricopa, ss.

This instrument was acknowledged before me this 28th day of April, 1967 by Dorothy S. Hubbell, LeCharles Goodman Fekel and Edwin B. Fekel, husband and wife, John Lorenzo Hubbell and Silvia Hubbell, husband and wife.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

My commission expires: March 28, 1971

STATE OF ARIZONA, } ss.
COUNTY OF MARICOPA, }
I hereby certify that the within instrument was filed and recorded at ... P.
Docket No. 107 Page 23-27
at the request of Transamerica Title Ins. Co.
VIRGIL REAY, Recorder
By ... Deputy

Fee $1.00

DKT. 107 PGE 27

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OFFICE of the ATTORNEY GENERAL
Washington, D.C. 20530

October 28, 1968

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

My dear Mr. Secretary:

Re: File No. 33-3-275
Tract No.
County Apache State Arizona

An examination has been made of the machine copies of the title evidence and related papers pertaining to certain land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the deed.

The title evidence and accompanying data disclose valid title to be vested in the United States of America subject to the rights and easements noted in Schedule A attached hereto which your Department has advised will not interfere with the proposed use of the land.

The machine copy of the title evidence and related papers are retained by this Department.

Sincerely yours,

s/Ramsey Clark
Attorney General

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Recd. 11/21/68

SCHEDULE A

File No.: 33-3-275

Project: J. L. Hubbell Trading Post Historic Site located in Apache County, Arizona

Estate Acquired: Fee Simple and Scenic Easement

Acreage: 154.52 acres in fee and 5.574 acres for easement purposes.

Total Consideration: $140,000.00

The deed to the United States of America was executed by Dorothy S. Hubbell, a widow, et al., on April 28, 1967, filed for record on June 21, 1968, and recorded in Book 107, at page 25.

The title insurance policy No. S-1098-310 was prepared as of June 21, 1968, by Transamerica Title Insurance Company.

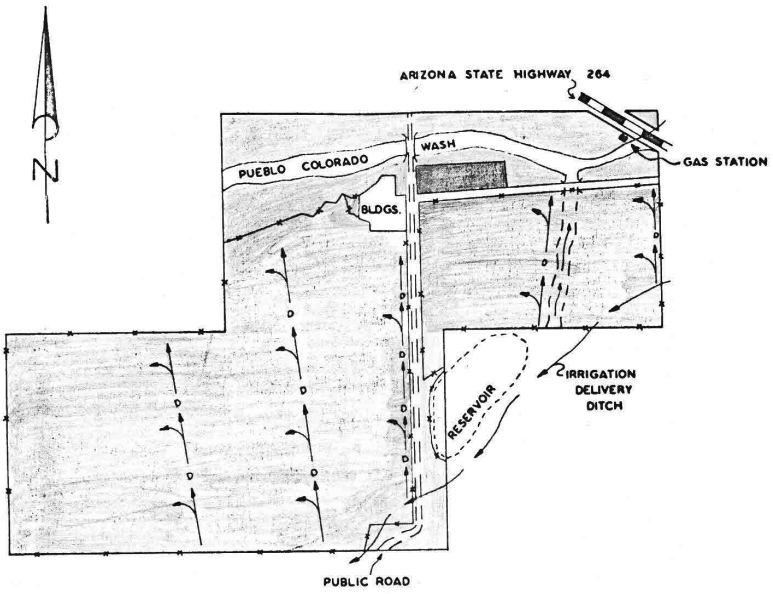
The title is subject to the following:

1. Existing easements for public roads, highways, railroads, pipelines, utilities, canals, ditches, flumes, telephone, telegraph and power transmission lines.

It is noted that the purchase price has not been paid.

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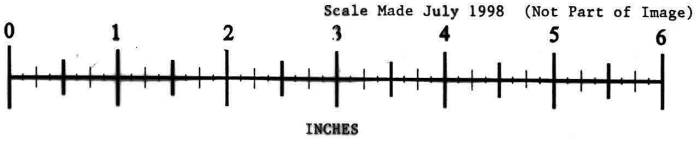


LEGEND

- BARBED WIRE FENCE
- DIRT IRRIGATION DITCH
- IRRIGATED LAND
- UNDEVELOPED LAND
- TRIBAL LAND

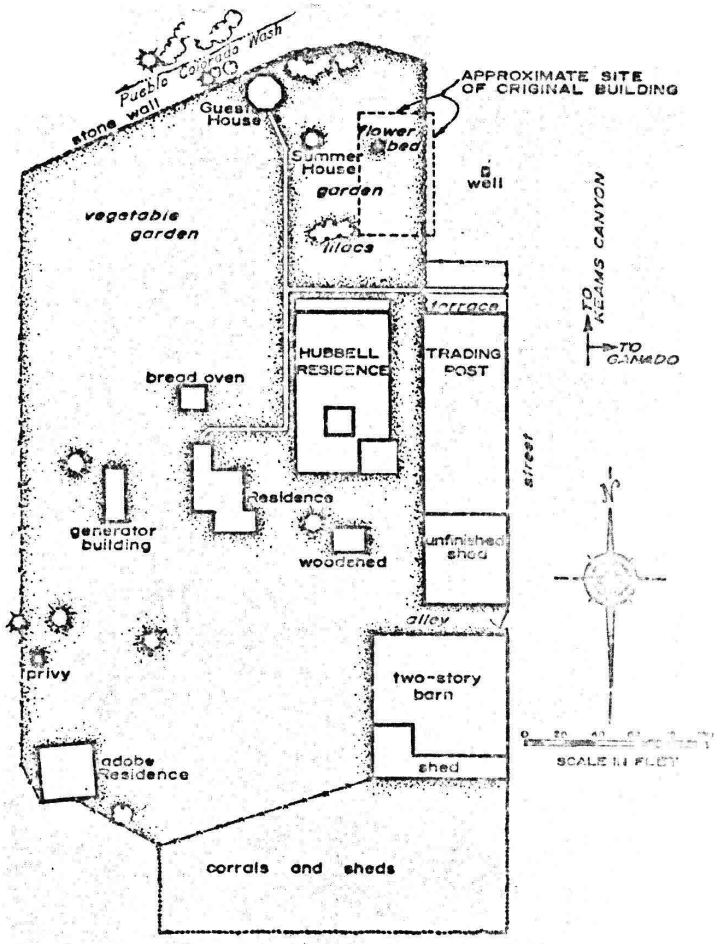
WESTERN FARM MANAGEMENT COMPANY PHOENIX, ARIZONA		
APPRAISAL MAP FOR NATIONAL PARK SERVICE ON HUBBELL TRADING POST TWP. 27 N. RGE. 26 E. TRACT 37		
2-2-66	SCALE 0 660'	CAE-RWM

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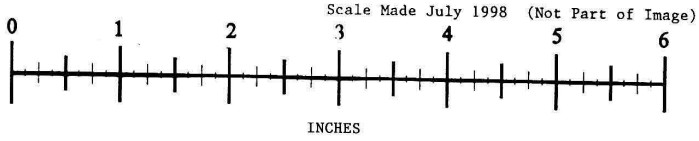
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BUILDINGS & GROUNDS LAYOUT
J.L.HUBBELL TRADING POST
ARIZONA

#6

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LAWRENCE A. BREWER & ASSOCIATES
Consulting Engineers

909 W. APACHE, FARMINGTON, NEW MEXICO
MAILING ADDRESS: P. O. BOX 2079
PHONE 505-327-9944

October 19, 1966

MEANDER TRACT DESCRIPTION

Hubbel Trading Post National Historic Site

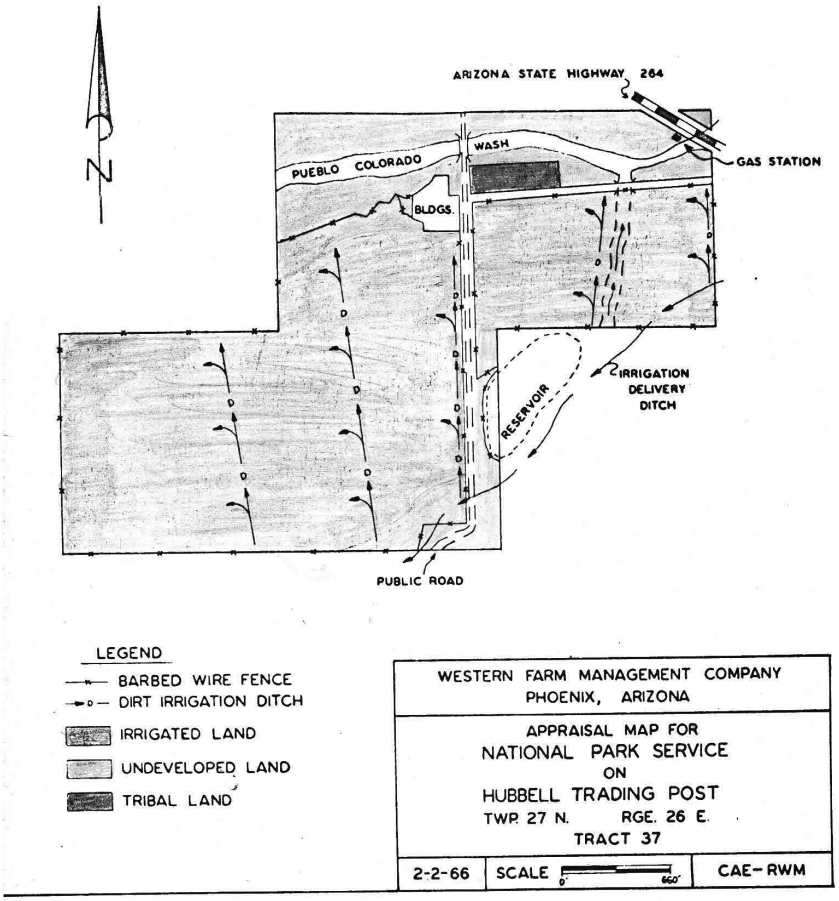
Beginning at Corner No. 1 of Tract 37, T. 27 N., R. 26 E., Gila & Salt River Meridian;

Thence, West 1605.76 feet along the north boundary of said Tract 37,
Thence, S 15°38' E, 50.88 feet to a point on the north bank of the Pueblo Colorado River,
Thence, S 78°31'24" E, 200.03 feet along the north bank of said river,
Thence, N 69°09'39" E, 125,60 feet along the north bank of said river,
Thence, S 89°48'15" E, 198.77 feet along the north bank of said river,
Thence, S 53°30'05" E, 250.97 feet along the north bank of said river,
Thence, S 83°42'08" E, 544.33 feet along the north bank of said river,
Thence, N 60°03'41" E, 207.33 feet to a point which bears S30°03'W, 50.00 feet from the centerline of Navajo Route 3,
Thence, S 59°57' E, 183.00 feet along a line parallel to the centerline of said Navajo Route 3 to the east boundary of said Tract 37,
Thence, N 00°10'05" W, 241.92 feet to Corner No. 1, the point of beginning, containing 5.574 acres more or less all in Apache County, Arizona.

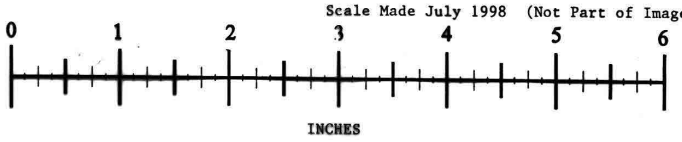


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LAWRENCE A. BREWER & ASSOCIATES
Consulting Engineers

909 W. APACHE, FARMINGTON, NEW MEXICO
MAILING ADDRESS: P. O. BOX 2079
PHONE 505-327-9944

October 19, 1966

SUMMARY OF PROCEDURE UTILIZED TO RESTORE BOUNDARY LINES
OF
HUBBEL TRADING POST NATIONAL HISTORIC SITE
GANADO, ARIZONA

Arrived at Ganado on September 24, 1966.

1. Discussed survey work as outlined in basic Proposal dated September 12, 1966 including additional requirements as follows:
   A. Determine if property lies in S½SW¼, Section 27, NE¼ of NE¼, Section 33, and NW¼ NW¼ Section 34, T. 27 N., R 26 E., G.& S.R.M.
   B. That Point of Beginning, Corner No. 1 can indeed be N 50°26' E, a distance of 2741.39 feet from the section corner common to Sections 27, 28, 33, & 34.
   C. Location of Indian Route No. 3 (Arizona 264).
   D. Location of Access Roads to trading post.
   E. Location of the banks of the Pueblo Colorado Wash.
   (The above data is shown on Plat submitted October 14, 1966.)
2. Obtained maps and notes from John Cook, N.P.S. Superintendent including;
   A. G.L.O. plats and notes.
   B. F. M. Limbaugh Topo
   c. 2 Sketches showing Day School and proposed lease area in NE Corner of Subject Property.
3. Visited several existing G.L.O. brass caps with John Cook and Bob Kelly.
4. Utilized several survey markers (wooden stakes) apparently set by Limbaugh for aerial survey purposes and by stadia found existing corners #2 and #8. Took solar observation at Correction Corner on north boundary between Sections 27 & 28. Ran random line along north boundary to set temporary Corner No. 1.

September 25, 1966

1. Occupy temporary hub set on line between north boundary Correction Corner and ¼ Corner between Sections 27 & 28 and site existing Correction Corner on south boundary of subject property between Sections 33 & 34. Find said south Correction Corner to be on "line" with north Correction Corner and ¼ Corner

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between Sections 27 & 28. Took solar observation and found true bearing of this line to be S 0°01'50" E. G.L.O. plat shows this line to be S 0°02' E, therefore the bearing of line between Sections 27 & 28 and between 33 & 34 as used for restoration is S 0°02' E.

2. Run random traverse from said ¼ Corner south across Pueblo Colorado River and tie in position of existing Corner No. 8 and set temporary stakes at Corners 4, 6, & 7 and tie in position of south Correction Corner.

September 27, 1966 (IN Farmington Office)

Recheck solar calculations and calculate random traverse from ¼ Corner to south Correction Corner. Plot entire property as surveyed and platted by G.L.O. Surveyor, Fredrick C. Miller, during August, September and October, 1915.

Original survey notes were used to determine the method of restoration of the corners (Nos. 1-8) of J. L. Hubbel's homestead entry, now Tract 37 of T. 27 N., R. 26 E., Gila and Salt River Meridian. F. C. Miller's survey notes indicate that Corner No. 3 of Tract 37 was in fact the common corner between Sections 27, 28, 33 and 34 prior to the correction survey in 1915.

The 1915 survey notes and resurvey plat of said Township indicate that 28 brass caps were set in 1915 along the boundaries of said Tract 37.

9 are actual tract corners (8 at corners & 1 bisecting the south boundary)
9 are correction corners on Section lines and on 1/16th and 1/64th lines
3 are combined correction and meander line corners on the banks of the Pueblo Colorado River.
3 are meander corners on the banks of said river.
4 are meander corners on the North Boundary of the South Side Canal.

The following Lots established by the G.L.O. resurvey in 1915, adjoin Tract 37, T. 27 N., R. 25 E., G. & S.R.M.

NORTH & EAST
Lots 24, 25, 26, 27, 28, 33, 34 and 35, Section 27, T. 27 N., R. 26 E., G. & S.R.M.

EAST & SOUTH
Lots 1, 2 and 3, Section 34, T. 27 N., R. 26 E., G. & S.R.M.

SOUTH & WEST
Lots 1, 8, 9, and 10, Section 33, T. 27 N., R. 26 E., G. & S.R.M.

WEST & NORTH
Lots 13, 14, and 19, Section 28, T. 27 N., R. 26 E., G. & S.R.M.

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Hubbel Trading Post Survey Summary Continued. October 19, 1966

September 29, 1966 (At Ganado, Arizona)
Commence restoration of Corners 3, 4, 5, 6, and 7 by using existing south Correction Corners. Retrace old survey lines and look for bearing trees described in notes (bearing tree for Corner No. 3 was found). Establish Corners of "Day School Tract" including "Witness Corners" and brass cap 10' north of SW Corner.

September 30, 1966 (At Ganado, Arizona)
Encountered problems in Restoration - A portion of which are listed below:

A. The existing brass caps along the south line are not on a true "East-West" Line.
B. Corner No. 8 is north and east of correct position.
C. North Correction Corner on north boundary of Tract 37 is south of correct position with respect to ¼ Corner between Sections 27 & 28 and said north Correction Corner is north of correct position with respect to south Correction Corner between Sections 33 and 34.
D. Re-established north boundary is south of correct position with respect to existing 1/64 Corner (660' East and 660' South of said ¼ Corner).

Surveyed meander line along the north bank of Pueblo Colorado River for "Meander Tract".

October 4, 5, & 10, 1966 (In Farmington Office)
Set up co-ordinate grid to establish position of all existing brass caps relative to each other. Calculate "Meander Tract" boundaries, location of Navajo Route 3 and access roads.

October 12, 1966 (At Ganado, Arizona)
Survey crew returned to complete random surveys and look for additional brass caps. Deliver preliminary plat to John Cook. Obtain Standard Oil Co. lease description. Discuss revised boundaries of "Meander Tract" at Corner No. 1.

October 13 & 14, 1966 (In Farmington Office)
Complete co-ordinate determination for all existing brass caps. Set up co-ordinate's for all corners on the basis of the original 1915 survey notes and plat. The methods utilized for restoration were as follows:

A. Rules regarding restoration of lost or obliterated corners as set forth by the U. S. Dept. of the Interior, Bureau of Land Management, state that "Existing original corners shall remain fixed and are unchangeable; and that lost or obliterated corners must be restored to their original locations from the best available evidence of the official survey in which such corners were established."

B. The line between South Correction Corner on south boundary of Tract 37 and ¼ Corner between Sections 27 and 28 as basis for east-west restoration.

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Hubbel Trading Post Survey Summary Continued. October 19, 1966

C. By proportioning the north-south distance between said South Correction Corner, and said ¼ Corner with respect to other existing corners as the basis for north-south restoration.

THEREFORE:

1. The true bearing and distance between existing corners is therefore as it exists,
2. The true bearing and distance between an existing corner and a restored corner is as proportioned, and
3. The true bearing and distance between restored corners is as proportioned.

The location of the "Day School Tract" was established by the description furnished. No corners were found during establishment of said corners.

The "Meander Tract" was established by John Cook and myself in the field with corners set and surveyed accordingly.

The location of Navajo Route 3 (Arizona 264) was established by determing the the centerline of the existing pavement and bridge. The centerline bearing determined in the above manner coincides exactly with the center line bearing shown on the several plats furnished by John Cook.

The proper legal description of the Hubbel Trading Post, National Historic Site should be:

Tract 37, T. 27 N., R. 25 E., G. & S.R.M.
In Apache County, Arizona.
As resurveyed by the general land office
in 1915, platted, approved, and filed
for record by the general land office in
Washington D.C. on June 20, 1917.

It may or may not be advisable to include a "metes and bounds" description of this restoration survey since it is in fact based on the 1915 survey and the plats, notes and existing corners resulting therefrom.

Lawrence A. Brewer
Reg. P.E. & L. S. Arizona
P.E. No. 4985
L.S. No. 4990

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
3022 Federal Building
Phoenix Arizona 85025

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
JUN 28 1965
National Park Service
Surname | Date
Regional Director
Operations
Administration
Files

June 24 1965

Memorandum

To: John Kell, Regional Chief of Lands, National Park Service, Southwestern Region, Box 728, Santa Fe, New Mexico 87501

From: Manager, Arizona Land Office

Subject: Documents and records on lands patented to John Lorenzo Hubbell

Enclosed are the copies of the documents (Executive Order of January 6, 1880; Letter from Director, BLM, dated August 5, 1960; Railroad Relinquishment dated November 30, 1917; and current status plat and historical index sheet of T. 27 N., R. 26 E.) requested by phone June 22, 1965.

Roy Thelmandeller

Enclosures 5

Received with SWRO memo dated 7/1/65

L 58 Ariz
Hubbell

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5.036-17
Phoenix Homestead
F. C. 154
Patent 2655
Patent 603857

AUG. 5 1960

Certified Mail
Return Receipt Requested
Air Mail

Mrs. Roman Hubbell
J. L. Hubbell Trading Post
Ganado, Arizona

Dear Mrs. Hubbell:

This responds to your letter of July 20, 1960, with enclosures, including original patent 603857, and also a copy of a letter dated June 20, 1960, from the Delta Surveying Co., to the Standard Oil Company of California, concerning the description of the lands patented to John Lorenzo Hubbell under the above entries.

Our records show that on May 21, 1907, John Lorenzo Hubbell made homestead entry Phoenix No. 811, for the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E., Gila and Salt River Meridian, Arizona, containing 160 acres, and on July 9, 1907, submitted final proof thereon. Final certificate No. 154 issued on July 26, 1907, and through a clerical error the lands were described therein as the S½SW¼ sec. 27, NE¼NE¼ sec. 23, and the N½NW¼ sec. 34, T. 27 N., R. 26 E. On July 14, 1909, patent 2655 was issued. This entry was based on the plat of survey of July 14, 1906, for the township. The patent followed the final certificate and erroneously described the land as being in sec. 23 instead of sec. 33. By letter "B" of September 11, 1917, the above patent was canceled and on October 17, 1917, patent No. 603857 was issued to correct the above error and properly described the lands as the S½SW¼ sec. 27, NE¼NE¼ sec. 33, and NW¼NW¼ sec. 34, T. 27 N., R. 26 E. The canceled original patent 2655 is on file here with the case record.

An independent resurvey for T. 27 N., R. 26 E., G. & S. R. Meridian, with a tract segregation, was approved on June 20, 1917. This plat shows the patented J. L. Hubbell homestead has been segregated and is referred to on the plat as Tract 37. The metes and bounds

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5.05d-1F
Phoenix F.C. 154

description of this homestead are on file here in volume 138 of the Arizona field notes, at pages 597, 599, 601, 603, 605, 607, 609. The lands so segregated represent the actual position of the legal subdivisions embraced in the Hubbell patent in the terms of the plat of the original survey approved July 14, 1906. The independent survey did not affect, in any way, the position or description of the patented lands in the township.

When lands are granted according to an official plat of the survey of such lands, the plat, itself, with all its notes, lines descriptions and landmarks, becomes as much a part of the patent by which the lands were conveyed as if such descriptive features were written out on the face of the patent. See Cragin v. Powell, 128 U. S. 691.

When a patent has issued in conformity with the record upon which the right to the patent is predicated, and has been signed, sealed, and recorded, the title to the land has passed and our office is without further jurisdiction over the patent. See United States v. Schurz (102 U. S. 378), Wright-Blodgett Company (36 L. D. 238), Amos D. Buhl (52 L. D. 262), and Karl A. P. Loyning (53 L. D. 479).

Accordingly, the lands conveyed are properly described in the patent No. 603857 dated October 17, 1917. The issuance of a new and corrected patent would not be proper, as there is no amendment question involved.

If certified photostatic copies of the official copy of this letter, also the original plat of survey of 1906, the plat of independent resurvey of 1917, and the pertinent field notes, are obtained and recorded on the county records, there would be no doubt as to the description of the patented land and its location on the ground.

If you desire certified copies, they may be obtained upon request from this Bureau for a fee of $1 per page.

Original patent 603857 is herewith returned.

Sincerely yours,

WJDorasavage:okm 8/5/60

For the Director:

William J. Dorasavage

Copy to: FS reading file
Permanent file
Mr. Smith, BIA, Wash., D. C.

Enclosure

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1491799-2

C O P Y

Executive Mansion

January 6th 1880

It is hereby ordered that the following described country lying within the boundaries of the Territories of New Mexico and Arizona, viz:

Commencing in the middle of the channel of the San Juan River, where the east line of the Navajo Reservation in the Territory of New Mexico as established by the treaty of June 1, 1868(15 Stat. 667)crosses said river; thence up and along the middle channel of said river to a point fifteen miles due east of the eastern boundary line of said reservation; thence due south to a point due east of the present southeast corner of said reservation; thence due south six miles; thence due west to the one hundred and tenth degree of west longitude; thence north along said degree to the southwest corner of said reservation in the territory of Arizona, as defined by Executive Order, dated October 29th 1878, be and the same is hereby withdrawn from sale and settlement and set apart as an addition to the present Navajo Reservation in said Territories.

R.B. Hayes.

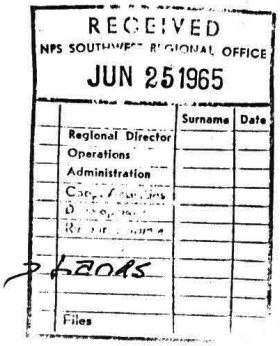
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Apache Title Company
P. O. Box 427
St. Johns, Arizona
Telephone 337-4941

22 June 1965



Mr. John Kell
Box 728
Santa Fe, New Mexico

Dear Mr. Kell:

Re: J. L. Hubbell Trading Post

Pursuant to our telephone conversation, I have checked the Apache County Assessor's office and find the following lands are assessed to J. L. Hubbell Trading Post, Inc.:

NE 1/4 NE 1/4 Sec. 33 - 40 acres
NW 1/4 NW 1/4 Sec. 34 - 40 acres
S 1/2 SW 1/4 less 3.07 Acres to U. S. A. in Sec. 27
All in Township 27 North, Range 26 East. - 97 acres.

The Assessor's plat book shows a portion in the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 28 - Tract #37 - T27N, R26E. However,there is nothing assessed to above in Sec. 28 and we didn't take time to try to check this out.

If we can be of further assistance to you,please advise. Might add that we checked the assessment 10 years ago on Hubbells and find same land listed so the Hubbells have paid taxes on all of above for at least ten years.

Very truly yours,
Wanda G. Hall
Wanda G. Hall,
Secretary.

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STATE OF ARIZONA, County of Apache, ss FEE NO. 31053
The within instrument was filed and recorded Sept. 19, 1963 at 10:30 A.M.
in Docket No. 61 Page 558 at the request of Ryley, Carlock & Ralston
VIRGIN HEAP, Recorder By Deputy 5712-L

ASSIGNMENT OF LEASE AND LEASEHOLD ESTATE

DKT 61 PAGE 558

This Assignment of Lease and Leasehold Estate, made as of the 30th day of June, 1962, by CALIFORNIA OIL COMPANY, a California corporation, doing business as STANDARD OIL COMPANY OF TEXAS (herein called "Assignor"):

WITNESSETH:

1. For and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, receipt of which is acknowledged, Assignor hereby sells, assigns, transfers and sets over unto PETROLEUM FACILITIES, INC., a Delaware corporation, (herein called "Assignee"), its successors and assigns, the Leasehold Estate created by that certain written Lease Agreement dated May 24, 1961, between Dorothy S. Hubbell, John Lorenzo Hubbell and LaCharles Goodman Eckel, as Lessor, and Assignor, as Lessee, which is recorded in the office of the County Recorder of Apache County, Arizona, in Docket 49, at page 368-372 thereof, together with said written Lease Agreement and all of the terms and provisions thereof, which Lease and Leasehold Estate covers the real property described therein.
2. Assignor warrants the title to said leasehold and to said realproperty against all persons whomsoever, subject to all exceptions shown in Policy of Title Insurance, No. S-1055-306-L, dated November 24, 1961, issued to Assignor by Phoenix Title & Trust Company, and warrants that said Lease is in full force and effect and that Assignor is not in default thereunder.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CALIFORNIA OIL COMPANY, a corporation, doing business as STANDARD OIL COMPANY OF TEXAS

By H. L. Purdy
Attorney-in-Fact
Assignor

STATE OF COLORADO
COUNTY OF DENVER

On this the 8th day of Oct, 1962, before me Opise Gaudreault, the undersigned officer, personally appeared H. L. PURDY, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact for California Oil Company, a corporation, dba Standard Oil Company of Texas, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

My commission expires
OPISE GAUDREAULT
Notary Public in and for the State of Colorado, residing at Denver, Colo. My Commission expires January 27, 1965

Opise Gaudreault
Notary Public

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Assignment of Lease and Leasehold Estate
Fee # 31053 9-19-65 10:30 A.M.
Dkt 61, Page 558, Virgie Hay, Recorder
by Mary Chavez, Deputy

Lease (Gasoline)

Date May 28, 1961

DKT 49 PAGE 368

1. DOROTHY S. HUBBELL, JOHN LORENZO HUBBELL, and LaCHARLES GOODMAN
EXCEL

Lessor, hereby leases to CALIFORNIA OIL COMPANY, a California Corporation, d b a STANDARD OIL COMPANY OF TEXAS, Lessee, for the term commencing on the 1st day of OCTOBER, 19 61, and ending on the 30th day of SEPTEMBER, 19 71, the following described premises near GANADO, County of APACHE, State of ARIZONA:

Description of 2 parcels in the SW¼, Section 27, T. 27 N., R. 26 E., G&SRB&M, Apache County, Arizona

Parcel 1

Commencing at a point of intersection of the North Line of ~~the J. L.~~ Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55'W., along ~~said~~ North line, ~~100.15 feet~~ to the true point of beginning; thence ~~continuing N.~~ 89° 55'W., along said North line, 100.15 feet; ~~thence N. 29° 58' W., 100.00 feet; thence S. 59° 58' E., 179.38 feet~~ to the true point of beginning.

Parcel 2

Commencing at a point of intersection of the North line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 200.30 feet to the true point of beginning; thence S. 30° 02' W., 187.55 feet; thence N. 89° 19' 12" E., 355.47 feet; thence N. 30° 02' E., 6.00 feet; thence N. 59° 58' W., 305.61 feet to the true point of beginning.

Parcel 3

Commencing at a point of intersection of the North Line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 100.15 feet to the true point of beginning; thence continuing N. 89° 55' W., along said North line 100.15 feet; thence S. 59° 58' E., 305.61 feet; thence N. 30° 02' E., 50.00 feet; thence N. 59° 58' W., 218.83 feet to the true point of beginning.

2. Lessee agrees to pay Lessor rental for the use and occupancy of the leased premises as follows:

On or before the 15th day of each and every month, commencing on the 15th day of November, 1961, the sum of one (1¢) cent for each gallon of gasoline delivered to the leased premises during the preceding calendar month, but not less than One Hundred Twenty and No/100 Dollars ($120.00) monthly. Provided, however, that in each year commencing on the 1st day of November, and ending on the 31st day of October, during the term of this agreement, in which deliveries of gasoline exceed 180,000 gallons, then Lessee agrees to pay Lessor on or before the 15th day of December, following the end of each such year, an additional rent in the sum of one (1¢) cent for each gallon so delivered in excess of 180,000 gallons during each such year. Lessee shall, at Lessor's request, rendor Lessor such statement showing the amount of gallons so delivered during each year as will permit Lessor to determine the basis of any payment made under this provision.

provided, however, that no rentals shall be due and payable hereunder until the date on which the leased premises are delivered over to Lessee free and clear of all improvements except such as may be covered by this lease or belong to Lessee.

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3. Lessee shall have the right during the term of this lease to occupy and use the leased premises for any ~~lawful~~ purposes whatsoever. Lessee shall further have the right during its occupancy to rearrange or remodel any improvements, trade or other fixtures, structures, buildings, or equipment on said leased premises; to construct and maintain on the leased premises such buildings, structures, improvements or equipment as Lessee may desire; and to remove the same or any part thereof at will; and to cut curbs, construct roadways and use sidewalks for vehicles to pass to and from the leased premises.

4. If, during the term hereof, or any extension thereof, Lessee shall default in the payment of rental or in the keeping or performing of any other term, covenant or condition herein contained to be kept or performed by Lessee, and if such default shall continue uncured for a period of fifteen (15) days after receipt of written notice from Lessor specifying said default, Lessor shall have the right, at Lessor's election, to declare this lease at an end, or to re-enter the leased premises and eject all parties in possession thereof therefrom, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Lessor by law or by this lease. Upon the expiration of the term of this lease or any extension thereof, or any sooner termination of Lessee's tenancy of the premises, Lessee agrees to quit and deliver up possession of the leased premises to Lessor.

5. In the event it shall be or become unlawful to operate a service station upon the leased premises, or if it shall be or become unlawful for Lessee to erect or maintain any particular structure or equipment on the leased premises, or to store thereon or to sell therefrom gasoline or other products of petroleum, or other goods marketed generally by Lessee; or any part of the leased premises or the approaches thereto are condemned or changed by public authority; or if any highway or street change is made diverting or re-routing traffic away from the leased premises, so that it shall become impracticable or unprofitable in Lessee's opinion to construct, maintain, or operate a business on the leased premises, then Lessee shall have the right to terminate this lease by giving Lessor ten (10) days' notice in writing of such termination. If, as a result of causes other than those hereinabove set out, such as earthquake, fire, flood, strikes, riot, insurrection, or other similar causes which are beyond the control of Lessee, the leased premises shall become unusable, from a practical standpoint, for business purposes for a period of thirty (30) days, consecutive or longer, then Lessee may, effective on the date of the happening of any such event, suspend all rental payments hereunder until the leased premises are again so usable.

6. Lessee shall have the right at any time during Lessee's occupancy, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures and equipment, placed by it, or by its predecessor in interest, in, under, or upon the leased premises, or acquired by Lessee whether before or during the term hereof, but Lessee shall not be obligated to do so.

7. Lessee shall pay any taxes levied or assessed during the term of this lease on any buildings, equipment or facilities located on the leased premises while such buildings, equipment or facilities are owned by Lessee. All other real or personal property taxes or assessments, including all street improvements or other special taxes or assessments, shall be paid by Lessor.

8. Lessee, while in possession, shall have the prior right, to be exercised by it or by its nominee, to buy the whole or any part of the leased premises ~~or any larger parcel of which the leased premises are a part~~. If Lessor receives from a third party an acceptable bona fide offer to buy such property, Lessor shall forthwith give Lessee written notice thereof together with a copy of such offer. Lessee or its nominee shall have sixty (60) days from the receipt of such notice and offer to buy such property at the terms of such offer relating to such property, or at such lesser terms as Lessor and Lessee or its nominee may agree upon. If Lessee or its nominee fails to exercise this option and Lessor sells such property to a third party, such sale shall be made subject to the terms and provisions of this lease including, but without limiting the generality of the foregoing, the provisions of this paragraph. Lessee agrees to notify Lessor in writing of any nominee designated for the purpose of this paragraph, and warrants that such nominee will be financially responsible; Lessor agrees to recognize and accept any such designation of nominee for the purpose of this paragraph.

9. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only and upon all the terms, covenants and conditions hereof.

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BKT 49 PG 370

indictment and any action for the enforcement thereof against Lessee, and any breach, violation, or default with respect thereto by Lessee shall entitle Lessor to terminate this lease forthwith by giving Lessee written notice of such termination, and no waiver by Lessor of any breach, default, violation or failure shall be a waiver of any other or continuing or subsequent breach, violation or failure. No alteration or modification of any of the terms of paragraph 4 hereof, including without limiting the generality of the foregoing, any change in the amount of rental payable hereunder, or any extension of the term hereof shall constitute or be construed to constitute the making of a new or different lease between the parties hereto.

11. If a Chain Store Tax or law is hereafter imposed upon Lessee by any governmental authority, or any similar charge, whereby Lessee is prohibited by statute, ordinance, court decision, injunction, or other form of law, from using the leased premises for business purposes, or for subleasing for any such purposes, Lessee may terminate this lease at any time on ninety (90) days' notice to Lessor, served after such tax or charge, statute, ordinance, court decision, injunction, or other form of law, is served upon Lessee.

12. Lessee shall have the right to terminate this lease at any time during the term hereof, or any extension thereof, by giving Lessor thirty (30) days' written notice of Lessee's intention so to do. Lessee may assign this lease and may sublet the premises or enter into any form of operating agreement with third persons during the term of this lease, including any extensions thereof, however, in the event of assignment or subletting, Lessee shall remain liable for payment of rentals and taxes (to the extent taxes are to be paid by Lessee) in the event of default by the Assignee or Sub-Tenant in making such payment, or either of them.

13. Lessee shall have the option to extend this lease for a further period of Five (5) years from the date of expiration of the term hereof, and thereafter for Five (5) years, upon all the terms, covenants and conditions of this lease. Should Lessee elect to exercise any or all of the options herein granted, Lessee shall give Lessor notice in writing of its intention so to do at any time prior to the expiration of the term or terms hereof, and upon the giving of such notice this lease shall be extended as above provided.

14. All rentals payable hereunder shall be paid to DOROTHY S. HUBBELL unless and until Lessor shall designate some other party to receive said rentals.

15. Written notices to Lessor hereunder shall be addressed to Lessor at Hubbell Trading Post, Ganado, Arizona.

16. Written notice to Lessee hereunder shall be addressed to Lessee at P. O. BOX 862, EL PASO, TEXAS, All notices shall be deposited in the United States Post Office, properly addressed as aforesaid, postage fully prepaid, for delivery by registered mail.

17. Execution of this lease by Lessor constitutes an offer which shall not be deemed accepted by Lessee until Lessee has executed this lease and delivered a duplicate original thereof to Lessor. There is no understanding or agreement, expressed or implied, on any of the subjects referred to in this lease other than this written lease itself.

18. This lease shall bind and inure to the benefit of the successors and assigns of Lessee, and shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor.

IN WITNESS WHEREOF, these presents are hereby signed in triplicate by the parties hereto.

Dorothy S. Hubbell

John S. Hubbell

LaCharles Goodman Cahill
Lessor

APPROVAL

Prepared By: L.A.R.

Checked By:

Sent Notice, Mailed & Posted

Other Attorneys

Tax Computed

Tax Checked

CALIFORNIA OIL COMPANY, a California Corporation
d/b/a STANDARD OIL COMPANY OF TEXAS, Lessee

BY:

OPERATIONS MANAGER

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ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS:
COUNTY OF APACHE)

The foregoing instrument was acknowledged before me this 16th day of June, 1961, by DOROTHY S. HUBBELL, and JOHN LORENZO HUBBELL.

Ruby V. Taylor
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:
Sept 18-1964

DKT 49 PAGE 371

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DKT 49 PG 372

STATE OF COLORADO)
COUNTY OF Denver) ss.

On this 2nd day of _____, 19 61, before me personally appeared (Mrs.) RACHAEL S. CORTRIGHT, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal the day and year last written.

_____
Notary Public

My Commission Expires:
_____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 1961, by W. H. Black, Operations Manager of CALIFORNIA OIL COMPANY, a California Corporation, on behalf of said corporation.

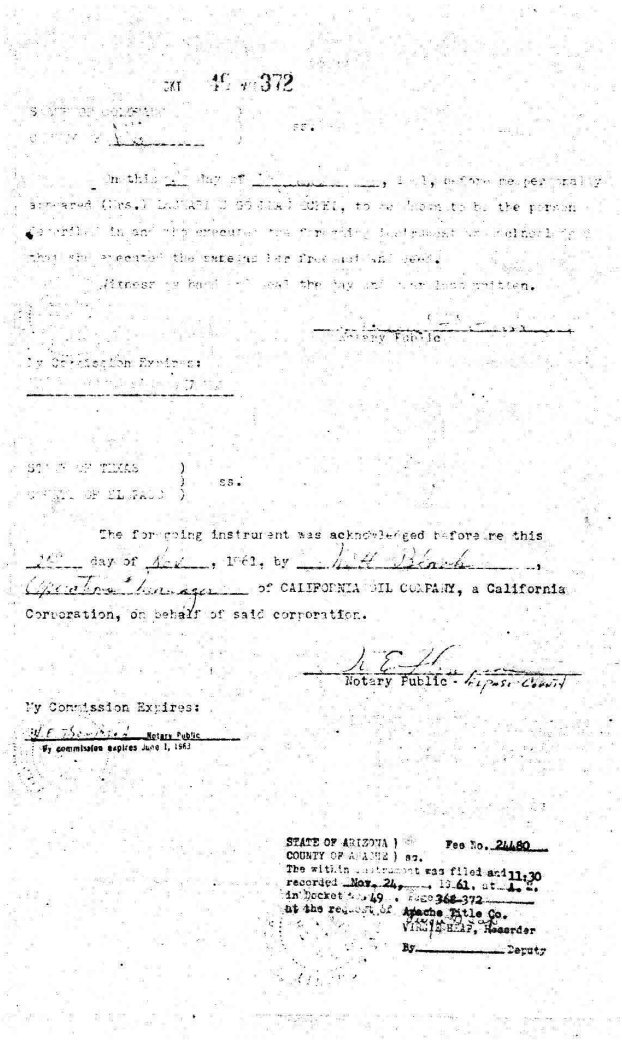
R. E. Thompson
Notary Public - El Paso County

My Commission Expires:
R. E. Thompson Notary Public
My commission expires June 1, 1963

STATE OF ARIZONA)
COUNTY OF APACHE) ss.
The within instrument was filed and recorded Nov. 24, 1961, at 4 P.M. in Docket No. 49, Page 372 at the request of Pacific Oil Co.
Virgil Hill, Recorder
By _____ Deputy

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OR 49 PG 372

STATE OF [illegible])
COUNTY OF [illegible]) ss.

On this [illegible] day of [illegible], 19[illegible], before me personally appeared (Mrs.) [illegible], to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free and act and deed.

Witness my hand and seal the day and year last written.

[illegible]
Notary Public

My Commission Expires:

[illegible]

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of Nov., 1961, by W. H. Black, Operations Manager of CALIFORNIA OIL COMPANY, a California Corporation, on behalf of said corporation.

W. E. Hill
Notary Public - El Paso County, Texas

My Commission Expires:

W. E. Hill Notary Public
My commission expires June 1, 1963

STATE OF ARIZONA)
COUNTY OF APACHE) ss.
The within instrument was filed and recorded Nov. 24, 1961, at 11:30 A. M. in Docket No. 49, page 368-372 at the request of Apache Title Co.
VINNIE HEAP, Recorder
By _____ Deputy

Fee No. 24480

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May 24, 1961

OKT 49 PAGE 368

Lease (Indian)

Date May 24, 1961

ROBERT J. HUBBELL, JOHN LOCKE HUBBELL, and LOUISE HUBBELL GOODMAN

AGENT

Lessor, hereby leases to CALIFORNIA OIL COMPANY, a Delaware Corporation,

SUCCESSOR TO STANDARD OIL COMPANY OF UTAH, Lessee,

for the term commencing on the 1st day of OCTOBER, 19 61,

and ending on the 30th day of SEPTEMBER, 19 71, the following

described premises near WINDOW ROCK, County of APACHE, State of

ARIZONA:

Description of 2 parcels in the SW¼, Section 27, T. 27 N., R. 29 E., G.&S.R.M., Apache County, Arizona

Parcel 1

~~Commencing at a point of intersection of the North Line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 100.15 feet to the true point of beginning; thence continuing N. 89° 55' W., along said North line, 100.15 feet; thence S. 0° 55' W., 100.00 feet; thence S. 89° 55' E., 100.15 feet to the true point of beginning.~~

XS 7.
Rec
M.N.B.

Parcel 2

Commencing at a point of intersection of the North line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 200.30 feet to the true point of beginning; thence S. 30° 02' E., 167.55 feet; thence N. 89° 19' 12" E., 395.41 feet; thence N. 30° 02' W., 3.00 feet; thence N. 59° 50' W., 305.61 feet to the true point of beginning.

Parcel 3

Commencing at a point of intersection of the North Line of the J. L. Hubbell Homestead and the centerline of Navajo Route 3; thence N. 89° 55' W., along said North line, 100.15 feet to the true point of beginning; thence continuing N. 89° 55' W., along said North line 100.15 feet; thence S. 59° 50' E., 705.61 feet; thence N. 30° 02' E., 50.00 feet; thence N. 59° 50' W., 213.53 feet to the true point of beginning.

2. Lessee agrees to pay Lessor rental for the use and occupancy of the leased premises as follows:

On or before the 15th day of each and every month, commencing on the 15th day of November, 1961, the sum of one (1¢) cent for each gallon of gasoline delivered to the leased premises during the preceding calendar month, but not less than One Hundred Twenty and No/100 Dollars ($120.00) monthly. Provided, however, that in each year commencing on the 1st day of November, and ending on the 31st day of October, during the term of this agreement, in which deliveries of gasoline exceed 120,000 gallons, then Lessee agrees to pay Lessor on or before the 15th day of December, following the end of each such year, an additional rent in the sum of one (1¢) cent for each gallon so delivered in excess of 120,000 gallons during such year. Lessee shall, at Lessor's request, furnish Lessor such statement showing the amount of gallons so delivered during such year as will permit Lessor to determine the basis of any payment made under this provision.

provided, however, that no rentals shall be due and payable hereunder until the date on which the leased premises are delivered over to Lessee free and clear of all improvements except such as may be covered by this lease or belong to Lessee.

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3. Lessee shall have the right during the term of this lease to occupy and use the leased premises for any ~~lawful~~ service station purposes whatsoever. Lessee shall further have the right during its occupancy to rearrange or remodel any improvements, trade or other fixtures, structures, buildings, or equipment on said leased premises; to construct and maintain on the leased premises such buildings, structures, improvements or equipment as Lessee may desire; and to remove the same or any part thereof at will; and to cut curbs, construct roadways and use sidewalks for vehicles to pass to and from the leased premises.

4. If, during the term hereof, or any extension thereof, Lessee shall default in the payment of rental or in the keeping or performing of any other term, covenant or condition herein contained to be kept or performed by Lessee, and if such default shall continue uncured for a period of fifteen (15) days after receipt of written notice from Lessor specifying said default, Lessor shall have the right, at Lessor's election, to declare this lease at an end, or to re-enter the leased premises and eject all parties in possession thereof therefrom, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Lessor by law or by this lease. Upon the expiration of the term of this lease or any extension thereof, or any sooner termination of Lessee's tenancy of the premises, Lessee agrees to quit and deliver up possession of the leased premises to Lessor.

5. In the event it shall be or become unlawful to operate a service station upon the leased premises, or if it shall be or become unlawful for Lessee to erect or maintain any particular structure or equipment on the leased premises, or to store thereon or to sell therefrom gasoline or other products of petroleum, or other goodsmarketed generally by Lessee; or any part of the leased premises or the approaches thereto are condemned or changed by public authority; or if any highway or street change is made diverting or rerouting traffic away from the leased premises, so that it shall become impracticable or unprofitable in Lessee's opinion to construct,maintain, or operate a business on the leased premises, then Lessee shall have the right to terminate this lease by giving Lessor ten (10) days' notice in writing of such termination. If, as a result of causes other than those hereinabove set out, such as earthquake, fire, flood, strikes, riot, insurrection, or other similar causes which are beyond the control of Lessee, the leased premises shall become unusable, from a practical standpoint, for business purposes for a period of thirty (30) days, consecutive or longer, then Lessee may, effective on the date of the happening of any such event, suspend all rental payments hereunder until the leased premises are again so usable.

6. Lessee shall have the right at any time during Lessee's occupancy, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures and equipment, placed by it, or by its predecessor in interest, in, under, or upon the leased premises, or acquired by Lessee whether before or during the term hereof, but Lessee shall not be obligated to do so.

7. Lessee shall pay any taxes levied or assessed during the term of this lease on any buildings, equipment or facilities located on the leased premises while such buildings, equipment or facilities are owned by Lessee. All other real or personal property taxes or assessments, including all street improvements or other special taxes or assessments, shall be paid by Lessor.

8. Lessee, while in possession, shall have the prior right, to be exercised by it or by its nominee, to buy the whole or any part of the leased premises ~~or any larger parcel of which the leased premises are a part~~. If Lessor receives from a third party an acceptable bona fide offer to buy such property, Lessor shall forthwith give Lessee written notice thereof together with a copy of such offer. Lessee or its nominee shall have sixty (60) days from the receipt of such notice and offer to buy such property at the terms of such offer relating to such property, or at such lesser terms as Lessor and Lessee or its nominee may agree upon. If Lessee or its nominee fails to exercise this option and Lessor sells such property to a third party, such sale shall be made subject to the terms and provisions of this lease including, but without limiting the generality of the foregoing, the provisions of this paragraph. Lessee agrees to notify Lessor in writing of any nominee designated for the purpose of this paragraph, and warrants that such nominee will be financially responsible; Lessor agrees to recognize and accept any such designation of nominee for the purpose of this paragraph.

9. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only and upon all the terms, covenants and conditions hereof.

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OKT 49 PAGE 370

[illegible] agreement [illegible] for the execution of [illegible] by Lessee, and may [illegible] violation, or [illegible] Lessee [illegible] this lease [illegible] Lessee [illegible] written notice of such termination, [illegible] Lessee [illegible] such [illegible] default [illegible] waiver of [illegible] [illegible] of the [illegible] provided, [illegible] [illegible] of [illegible] [illegible] any of the [illegible] provided. [illegible] [illegible] [illegible] the [illegible] of [illegible] [illegible] the foregoing, [illegible] [illegible] account of [illegible] payable hereunder, or [illegible] [illegible] of the term hereof, shall constitute or be construed to constitute [illegible] [illegible] be different from [illegible] the parties hereto.

11. If a Chain Store Tax or law in lieu thereof imposed upon Lessee by any governmental authority, or any similar charge, whether license is prohibited by statute, regulation, court decision, legislation, or other form of law, from using the leased premises for business purposes, or for any reason for such purpose, Lessee may terminate this lease at any time by giving ten (10) days' notice to Lessor, served after such tax or charge, statute, ordinance, court decision, legislation, or other form of law, is served upon Lessee.

12. Lessee shall have the right to terminate this lease at any time during the term hereof, or any extension thereof, by giving Lessor thirty (30) days' written notice of Lessee's intention so to do. Lessee may assign this lease and may sublet the premises or enter into any form of operating agreement with third persons during the term of this lease, including any extensions thereof, however, in the event of assignment or subletting, Lessee shall remain liable for payment of rentals and taxes (to the extent taxes are to be paid by Lessee) in the event of default by the Assignee or Sub-Tenant in making such payment, or either of them.

13. Lessee shall have the option to extend this lease for a further period of Five (5) years from the date of expiration of the term hereof, and thereafter for five (5) years, upon and the terms, covenants and conditions of this lease. Should Lessee elect to exercise any or all of the options herein granted, Lessee shall give Lessor notice in writing of its intention so to do at any time prior to the expiration of the term or terms hereof, and upon the giving of such notice this lease shall be extended as above provided.

14. All rentals payable hereunder shall be paid to DOROTHY S. HUBBELL unless and until Lessor shall designate some other party to receive said rentals.

15. Written notices to Lessor hereunder shall be addressed to Lessor at Hubbell Trading Post, Ganado, Arizona

16. Written notice to Lessee hereunder shall be addressed to Lessee at P. O. BOX 892, EL PASO, TEXAS. All notices shall be deposited in the United States Post Office, properly addressed as aforesaid, postage fully prepaid, for delivery by registered mail.

17. Execution of this lease by Lessor constitutes an offer which shall not be deemed accepted by Lessee until Lessee has executed this lease and delivered a duplicate original thereof to Lessor. There is no understanding or agreement, expressed or implied, on any of the subjects referred to in this lease other than this written lease itself.

18. This lease shall bind and inure to the benefit of the successors and assigns of Lessee, and shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor.

IN WITNESS WHEREOF, these presents are hereby signed in triplicate by the parties hereto.

Dorothy S. Hubbell

John F. Hubbell

By Sharlot Goodman Cahil
Lessors

APPROVAL

CALIFORNIA OIL COMPANY, a California Corporation
d/b/a STANDARD OIL COMPANY OF TEXAS, Lessee

BY: W. W. Black
OPERATIONS MANAGER

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ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS:
COUNTY OF APACHE)

The foregoing instrument was acknowledged before me this 16th day of June, 1961, by DOROTHY S. HUBBELL, and JOHN LORENZO HUBBELL.

Ruby V. Taylor
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:
Sept 18 1964

BK7 49 PAGE 371

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HUBBELL TRADING POST - LAND STATUS

Enclosed are marked prints of Drawings NHS-HTP-7100A, dated March 14, 1960. On these prints we have added the most recent information available even though it is somewhat sketchy based on the investigation during May 15, 16 and 17.

The unfinished shed shown on Plate 1 has been converted into a laundromat by Mr. Ben K. Hess, Monticello, Utah. In this building he has installed 15 automatic washers, 8 gas fired driers and the necessary electrical distribution lines, butane system and water supply for the washers. In addition to this installation, Mr. Hess has gone to a location north of the Trading Post and west of the well shown on Plate 1. He reports that the well is 231' deep and is cased to the bottom. He has constructed around the well an insulated house, a pressure tank to serve the laundromat and it is our understanding that the Hubbell domestic water supply is now "tied-in" to the new system. Mr. Hess reportedly owns the storage tank, building and pump. Mrs. Hubbell owns the well. Verbally we have been advised that the laundromat was completed in June or July, 1964. Mr. Hess advises that his lease is for a 26 year period. It is reported that his contract with Mrs. Hubbell provides that if the laundromat building is acquired by the National Park Service as a part of the Hubbell Trading Post complex, Mrs. Hubbell has agreed to furnish him with a different location on the Hubbell Property.

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On Drawing 7100A, we have marked approximately the location of the sewage lagoon which serves the laundromat. We are advised that cast iron pipe was used to a point beyond the building line and Orangeberg pipe was used from this point to the sewage lagoon. The sewage lagoon, estimated to be one acre in size, is several feet deep and completely enclosed with a climbproof woven wire fence with steel posts.

In the extreme northeast corner of the property, (triangular area of approximately 0.308 acres), there is the State of Arizona Unemployment Office. No information could be obtained regarding the lease agreement with anyone for this small building estimated to be approximately 12' x 20' in size.

The Standard Oil Company of Texas (Chevron) has a filling station lease in the northeast corner of the property south of the road. The description is unknown, but we are advised the lease was executed October 1, 1961 and the initial period ends September 20, 1971. The lease was executed by Dorothy S. Hubbell, John Lorenzo Hubbell and Charles Goodman Eckel, representing the J. L. Hubbell Trading Post, Incorporated. (The status of the corporation is being sought, but has not yet been confirmed.) When the initial period of the lease ends September 20, 1971, there are two five-year renewal option periods. This lease is reportedly recorded in Docket 49, pages 368-372 of the records of Apache County at 11:30 A.M., November 24, 1961.

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Adjacent to the Standard Oil of Texas (Chevron) leased area and filling station, there is a trailer park. Verbal information supplied indicates that the filling station operator has one trailer within the confines of the filling station lease. The other ten units are on Mrs. Hubbell's property. By some undetermined arrangement the filling station operator has constructed the required electric, water and sewer connections and has a sewage lagoon adjacent to Pueblo Colorado Wash which serves the filling station as well as the trailers. The filling station manager apparently assigns the space, makes the necessary connections and collects rent for trailer space which is delivered to Mrs. Hubbell. None of the details concerning rates or fees collected were available. The Standard filling station has its own water supply which presumably is sufficient to also supply the ten trailers.

Neither Mrs. Hubbell or Mrs. Eckel were present during the recent visit and many of the items that should have been confirmed were impossible to determine.

There is presumably an easement of 0.836 acres across the northeast corner of the Hubbell property for Navajo Route 3 which is the main road between Window Rock, Arizona, Tuba City and Keams Canyon. Representatives of this office stopped at the Bureau of Indian Affairs Office, Gallup, New Mexico, but were unable to learn the type or nature of the road easement. In general, in Arizona, the easement across this portion of the Hubbell Trading Post would exist as long as Navajo Route 3 exists. When the highway is relocated -

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if this should occur - the original patentee owning the land under the easement, would again acquire use of the land when the land was no longer used for highway purposes.

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DEED OF CONVEYANCE
FROM
J.L. HUBBELL TRADING POST
TO
THE UNITED STATES
DATED DECEMBER 29th, 1943.

Filed and recorded at the request of Levi S. Udall, July 21st, 1944 at 3:00 P.M., in Book "c 27 of Deeds at page 416, Records of Apache County, Arizona.

(SEAL) James W. Colter
County Recorder.

DEED OF CONVEYANCE

THIS INDENTURE, Made and entered into this 29th day of December, 1943, between J. L. Hubbell Trading Post, a corporation organized and existing under and by virtue of the laws of the State of Arizona, Party of the First Part, and the UNITED STATES to be used for the benefit of the Ganado Indian Day School so long as such school exists and thereafter for such similar purposes as the Secretary of Interior may determine pursuant to law, Party of the Second Part, WITNESSETH, That the said Party of the First Part, for and in ~~consideratio~~ consideration of the sum of One and no/100 Dollars ($1.00), to it in hand paid by the Party of the second part, the redeipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto the said Party of the Second Part, its successors and assigns forever, the following described tract or parcel of land lying and situate in the County of Apache and State of Arizona, to-wit:

Commencing at the quarter corner between Sections Twenty-seven (27) and Twenty-eight (28) Township Twenty-seven (27) North, Range Twenty-six (26) East of the Gila and Salt River Meridian, thence South 27 degrees 2 minutes east 1561 feet to point of beginning which is the Southwest corner of the tract, thence east 536 feet to the southeast corner, thence north 250 feet to the northeast corner, thence west 536 feet to the northwest corner, thence south 250 feet to the southwest corner and point of beginning, containing 3.07 acres, more or less, located in the Southwest Quarter (SW¼) of Section Twenty-seven (27) North, Range Twenty-six (26) East of the Gila and Salt River Meridian.

TO HAVE AND TO HOLD, the same, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Party of the Seconf Part, its successors and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its corporate name by its President, on the day and year in this instrument first above written.

J. L. HUBBELL TRADING POST,
a corporation,

(no corporate seal)

By: Roman Hubbell
President.

ATTEST: Dorothy S. Hubbell
Secretary.

STATE OF ARIZONA)
; SS.
County of Navajo)

On this 29 day of December, 1943, before me, personally appeared Roman Hubbell, to me known to be the person who executed the foregoing instrument and the President of J. L. Hubbell Trading Post, and acknowledged that he executed such instrument on behalf of J. L. Hubbell Trading Post for the purpose and consideration therein expressed, and by authority of its Board of Directors.

L. A. Kenna
Notary Public in and for Navajo County and State of Arizona.

(SEAL)

My commission expires: 3/24/45.

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INDIAN OFFICE

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30186 MAR 7 1913

WHEREAS, J. L. Hubbell, of Ganado, Apache County, Arizona, is the owner of the following described land, to wit:

S½ of SW¼, Sec. 27, NE¼ of NE¼ Sec. 33, and NW¼ of NW¼ of Sec. 34, in T. 27 N., R. 26 E., Gila and Salt River B. and M., in said county and State, and the said Hubbell has heretofore built a canal or water ditch having its headgate on the south bank of the Rio Pueblo Colorado, at a point approximately 2¼ miles distant in a northerly and easterly direction from said land and running thence in a general southerly and westerly direction about 2½ miles, for the purposesof irrigating said land, and has irrigated said land for several seasons and has acquired for said irrigation water rights under the laws of Arizona, and

WHEREAS, the lands adjoining the lands of the said Hubbell is a portion of the Navajo Indian reservation set aside for the use of the Navajo Indians by executive order dated January 6, 1880, and that certain of the lands of the valley of the Rio Pueblo Colorado are susceptible of cultivation when irrigated, and may be irrigated from the said Rio Pueblo Colorado at such times as there is sufficient water flowing in the stream, and there is a certain reservoir site in which it is possible to store the surplus and flood waters of the said stream, and the land can best be

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served by carrying the water for a portion of the distance in the ditch owned by the said Hubbell, and

WHEREAS, The United States of America proposes to build such reservoir and convey the water to lands on the Navajo Indian Reservation, now, therefore,

THIS AGREEMENT, made and entered into this sixth day of February, 1913, by the United States of America, acting in this behalf by the Assistant Secretary of the Interior, party of the first part, and the said J. L. Hubbell, party of the second part,

WITNESSETH, that for and in consideration of the stipulations of the party of the first part hereinafter contained, the party of the second part has remised, released and quit-claimed, and by these presents does hereby remise, release, and quit-claim forever, unto the party of the first part, all that particular canal or water ditch hereinbefore described, and all other ditches, flumes, and other appurtenances heretofore used in the delivery of water to his said above described land, together with all easements or rights of way for the same, and all his right to the use of water from said Rio Pueblo Colorado for irrigation of said lands.

The party of the second part agrees to perform a proportionate share of the labor, and to pay a proportionate share of the cost of materials and supplies incident to or necessary for the proper operation and maintenance of the Canado irrigation system of the party of the first part, or, in lieu thereof at the option of the party of the first part, to pay such proportionate charge as may be fixed for the annual maintenance and operation of said system.

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In consideration of faithful performance of the preceding stipulations of the party of the second part and of the conveyance of the property hereinbefore mentioned, the party of the first part agrees that the party of the second part shall have the right to sufficient water from said system for the proper irrigation of his above described land, not to exceed two and one-half acre feet of water for each acre of land, and not to exceed four hundred acre feet of water in each year, or so much thereof as shall constitute the proportionate share per acre from the water supply actually available for the lands under the project.

It is mutually understood and agreed that, in the performance of labor or the use of material and supplies, or the fixing of the annual charge for maintenance and operation of the system, the users of water therefrom shall contribute as the area of the land of each irrigated is to the total area served thereby.

IN WITNESS WHEREOF, the party of the second part has hereunto set his hand and seal this sixth day of February, 1913, and the party of the first part has caused this agreement to be executed by its duly authorized representatives this 31st day of May, 1913.

J. L. Hubbell

Assistant Secretary of the Interior.

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DISTRICT OF COLUMBIA)
) SS
CITY OF WASHINGTON.)

RECEIVED
52556 APR 28 1913
INDIAN OFFICE

Before me, Hezwan T. Williams, a Notary Public in and for said City and District, on this day personally appeared J. L. Hubbell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 6th day of February, 1913. A.D.

Hezwan T. Williams

My commission expires My Commission expires Sept. 16th 1914 A.D.

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Recorded at the request of
W. F. Robinson
June 19th 1913
at 4:00 P. M.
and duly recorded at Book
Agreements
No. 2 of Leases Page 372-375
Records of Apache County,
Arizona.
Henry O. Platt
COUNTY RECORDER
Natalie D. Green
DEPUTY RECORDER

Office Indexed.
Land Index
Recorded in
Grantor Book
Page 415
October 28, 1914

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Session Laws of the 17th Legis. Assembly.
1893

SEC. 5. This Act shall take effect and be in force from and after its passage.

Approved April 13, 1893.

No. 86. AN ACT

Relating to the Appropriation of Water and the Construction and Maintenance of Reservoirs, Dams and Canals.

Be it Enacted by the Legislative Assembly of the Territory of Arizona:

SECTION 1. That any person or persons, company or corporation shall have the right to appropriate any of the unappropriated waters or the surplus or flood waters in this Territory for delivery to consumers, rental, milling, irrigation, mechanical, domestic, stock or any other beneficial purpose, and such person or persons, company or corporation for the purpose of making such appropriation of waters as herein specified, shall have the right to construct and maintain reservoirs, dams, canals, ditches, flumes and any and all other necessary water ways. And the person or persons, company or corporation first appropriating water for the purposes herein mentioned shall always have the better right to the same.

SEC. 2. Every person or persons, company or corporation, who shall desire to appropriate any of the waters of this Territory for the uses and purposes mentioned in Section 1 of this Act shall first post at the place of diversion on the stream or streams as the case may be, a notice of his, their or its appropriation of the amount of water by it or them appropriated, and that they intend to build and maintain a dam at a certain place, in said notice to be designated, and in case of storage of water by reservoir that they intend to construct and maintain a reservoir at a place to be in said notice stated, and that they intend to construct and maintain a canal or canals, as the case may be, from the point of diversion of said water to some terminal point to be mentioned in said notice, a copy of which shall be filed and recorded in the office of the County Recorder in which said dam, reservoir and canal is contemplated to be constructed, and if said canal runs through more than one County, then such notices shall be filed and recorded in each County through which said canal is to be constructed, and a copy of said notice shall also be filed and recorded in the office of the Secretary of the Territory. That said person or persons, company or corporation after posting and filing their notice as herein provided, shall within a *reasonable time* thereafter construct their dam or dams, reservoir or reservoirs, canal or canals, as

Exhibit R

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BEFORE THE REGISTER AND RECEIVER, UNITED STATES LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
:ss.
County of Maricopa.)

Mathew Howell, first having been duly sworn, upon his oath deposes and says that his legal residence is in Long Beach, California, but that he is now and for many years last past has been a great deal in Arizona; that he is well acquainted with John Lorenzo Hubbell, who made homestead entry No. 811, and with the land embraced in his claim; that he first visited said land about ten years ago, although he has known the claimant, John Lorenzo Hubbell, for many years prior to that time; that affiant is acquainted with the improvements upon said land, which consist generally of a dwelling house, store building and warehouse, stable, employees' buildings, blacksmith shop and out-buildings generally; that all of said buildings are substantial and well kept and must have cost a great deal of money; that Mr. Hubbell has established an irrigating system upon said land and has thereby brought under cultivation about one hundred and forty acres of land, upon which he has an orchard and vineyard and raises crops of rye and alfalfa; that said irrigating system consists of a main irrigating ditch about two and one-half miles in length, terminating in a reservoir, through which all of said land is irrigated by means of laterals. This irrigation system has been gradually developed during the last five years.

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Affiant is familiar with the business conducted by Mr. Hubbell upon said tract of land and knows that it consists of trade with the Navajo Indians in wool, pelts, silver-ware, blankets, etc., which he has carried on during the period of at least ten years past; that affiant would estimate the volume of business done by Mr. Hubbell during the last year at about eighty thousand dollars; that the warehouse is used only by Mr. Hubbell in conducting said store, and not otherwise, and affiant knows that no one except Mr. Hubbell is interested in or has any control or management over said business; that the blacksmith shop upon said land is a private institution and is used only as a convenience to Mr. Hubbell and his employees in carrying on the store and farm and that no public work is done there; that all of the buildings upon said tract are used and occupied by Mr. Hubbell and his employees exclusively and that none of said buildings or any part of said land is rented or leased.

Affiant states that he has frequently bought goods from Mr. Hubbell and has paid him for them and no one else, and that he has sold goods to Mr. Hubbell, who has paid for them himself, and that no one else has had any interest or connection with said transactions, or any of them, and affiant knows him to be the sole owner of said store and farm.

Affiant further says that Mr. Hubbell is a man of the highest reputation and character and is known everywhere in the Territory of Arizona for his integrity as a citizen and a business man and that his treatment of the Navajo Indians has always been fair and liberal and that he is highly esteemed by the Indians upon the reservation who know him.

Mr Howell changed his affidavit slightly so I re wrote the record before it was sent him & put this in the place of the first page. Clark

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BEFORE THE REGISTER AND RECEIVER, UNITED STATES LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
: ss.
Maricopa County.)

E. S. Clark, first having been duly sworn, upon his oath deposes and says that he has resided in the Territory of Arizona since the year 1882 and that he has known John Lorenzo Hubbell and the land embraced in his homestead entry No. 811, situated at Ganado, Arizona, ever since said date; that when he first visited said tract in 1882 Mr. Hubbell was living there and had made extensive improvements thereon, consisting of a dwelling house, store building, warehouse, stable, wells, enclosures and other improvements of a substantial nature; that at that time Mr. Hubbell was carrying on a trading business with the Navajo Indians at said place and he has carried on said business ever since, to affiant's personal knowledge, and exclusively in his own name and right, excepting during a period of about ten years, from 1885 until about 1895 or 1896, when Mr. C. N. Cotton was associated with him. That during all of said time since 1882 Mr. Hubbell has used and occupied said place and the buildings thereon for himself and his employees exclusively. Affiant has also known and is familiar with the manner in which Mr. Hubbell has dealt with the Indians at his said store and knows that his treatment of them has been fair and liberal and that he is held in high esteem and friendship by all of the Indians with whom he has come in contact and that Mr. Hubbell's reputation

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all over Arizona as a business man and a citizen is of the very best.

Subscribed in my presence and sworn to before me this ____ day of April 1908.

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BEFORE THE REGISTER AND RECEIVER, UNITED STATES LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
: ss.
Maricopa County.):

Paul Brizzard, first having been duly sworn, upon his oath deposes and says that he is a resident of Phoenix, in Maricopa County, Arizona, and that he is well acquainted with John Lorenzo Hubbell and with the land embraced in his homestead entry No. 811; that he has visited said land and is familiar with the improvements thereon and with the developments that have been made; that affiant knows of his own knowledge that the store upon said land and the warehouse connected therewith are used exclusively by Mr. Hubbell in carrying on his trade with the Navajo Indians; that Mr. Hubbell in carrying on said trade purchases from said Indians wool, pelts, silverware and Navajo blankets and sells to the Indians such general merchandise as they desire; that he disposes of the articles and products he purchases from said Indians in the markets and to any one who desires to purchase such things; that Mr. Hubbell is the exclusive owner of said store and warehouse and of the business conducted therein. That the blacksmith shop upon said tract is used exclusively by him and his employess as a convenience in carrying on said farm and store; that there is no blacksmith employed therein but that the tools and appliances therein are used only by Mr. Hubbell's employees for their own private convenience; that Mr. Hubbell

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has constructed an irrigating ditch about two and one-half miles in length from Pueblo Colorado Creek to a reservoir covering about five acres, and that from this reservoir he has built laterals, by means of which he is able to irrigate every part of his farm, consisting of about one hundred and forty acres; that he has upon said farm an orchard and vineyard and raises crops of rye, alfalfa and garden truck generally; that in the judgment of affiant said irrigating system must have cost about fifteen thousand dollars and that the levelling and planting of said farm must have cost about ten thousand dollars more; that said irrigating ditch is substantial and well built, being upon an average five feet wide at the bottom and about seven feet wide at the top.

Affiant further says that all of the buildings upon said tract of land are owned and occupied exclusively by Mr. Hubbell and his employees and not by any other person or persons, and that none of said buildings are leased or rented for any purpose or to any person whomsoever.

_____

Subscribed in my presence and sworn to before me this _____ day of April, 1908.

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27N 26E

11-30-17

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS the Commissioner of the General Land Office has prepared certain lists of lands within the Atlantic and Pacific grant claimed by settlers and entrymen under the Act of Congress of June 22, 1874, and

WHEREAS the Commissioner of the General Land Office by letter of November 24th, 1917, 660966 "G" ES has called upon the Santa Fe Pacific Railroad Company to relinquish to the United States the section or sections of such lands described therein:

NOW IN CONSIDERATION of the right conferred by said Act of Congress of June 22, 1874 (18 Stats.,194), upon the Atlantic and Pacific Railroad Company, and its successors in interest, to select indemnity for the lands hereby relinquished, the Santa Fe Pacific Railroad Company, a corporation organized and existing under the laws of the United States, approved March 3, 1897, successor in interest to the Atlantic and Pacific Railroad Company, does hereby release, quitclaim

This relinquishment accepted by letter "B" of February 28, 1918. ES

3/2/18 Noted in Vol 58 Page 0

MAY 13 1958

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and relinquish unto the United States of America all its right, title, interest and claim in and to the following described lands, situate in the County of Apache, and State of Arizona, to wit:

GILA AND SALT RIVER MERIDIAN--ARIZONA.

Township twenty-seven North of Range twenty-six East:

The south half of the southwest quarter of section twenty-seven, containing eighty acres, and the northeast quarter of the northeast quarter of section thirty-three, containing forty acres, containing in the aggregate one hundred and twenty acres.

IN WITNESS WHEREOF, the said SANTA FE PACIFIC RAILROAD COMPANY has caused this deed to be signed by its President and attested by its Assistant Secretary, and its seal to be duly affixed this 30th day of November, 1917.

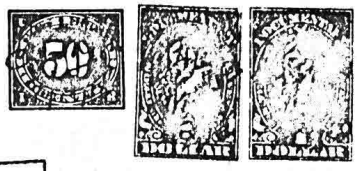
SANTA FE PACIFIC RAILROAD COMPANY,

By E Ripley

President.

Attest: E Boyle

Assistant Secretary.



Certified to be a true copy of the original

Ruth J. Hulbert

Certifying Officer

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WR HUTR

BEFORE THE REGISTER AND RECEIVER, UNITED STATES LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
:ss.
County of Maricopa.)

Mathew Howell, first having been duly sworn, upon his oath deposes and says that his legal residence is in Long Beach, California, but that he is now and for many years last past has been a great deal in Arizona; that he is well-acquainted with John Lorenzo Hubbell, who made homestead entry No. 811, and with the land embraced in his claim; that he first visited said land about ten years ago, although he has known the claimant, John Lorenzo Hubbell, for many years prior to that time; that affiant is acquainted with the improvements upon said land, which consist generally of a dwelling house, store building and warehouse, stable, employees' buildings, blacksmith shop and out-buildings generally; that all of said buildings are substantial and well kept and must have cost a great deal of money; that Mr. Hubbell has established an irrigating system upon said land and has thereby brought under cultivation about one hundred and forty acres of land, upon which he has an orchard and vineyard and raises crops of rye and alfalfa; that said irrigating system consists of a main irrigating ditch about two and one-half miles in length, terminating in a reservoir, through which all of said land is irrigated by means of laterals. This irrigation system has been gradually developed during the last five years.

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Affiant is familiar with the business conducted by Mr. Hubbell upon said tract of land and knows that it consists of trade with the Navajo Indians in wool, pelts, silver-ware, blankets, etc., which he has carried on during the period of at least ten years past; that affiant would estimate the volume of business done by Mr. Hubbell during the last year at about eighty thousand dollars; that the warehouse is used only by Mr. Hubbell in conducting said store, and not otherwise, and affiant knows that no one except Mr. Hubbell is interested in or has any control or management over said business; that the blacksmith shop upon said land is a private institution and is used only as a convenience to Mr. Hubbell and his employees in carrying on the store and farm and that no public work is done there; that all of the buildings upon said tract are used and occupied by Mr. Hubbell and his employees exclusively and that none of said buildings or any part of said land is rented or leased.

Affiant states that he has frequently bought goods from Mr. Hubbell and has paid him for them and no one else, and that he has sold goods to Mr. Hubbell, who has paid for them himself, and that no one else has had any interest or connection with said transactions, or any of them, and affiant knows him to be the sole owner of said store and farm.

Affiant further says that Mr. Hubbell is a man of the highest reputation and character and is known everywhere in the Territory of Arizona for his integrity as a citizen and a business man and that his treatment of the Navajo Indians has always been fair and liberal and that he is highly esteemed by the Indians upon the reservation who know him.

Mr Howell changes his affidavits slightly so I re write the record take off last line upon this copy Put this in the place of Original page 2

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BEFORE THE REGISTER AND RECEIVER, UNITED STATES
LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
: ss.
Maricopa County.)

E. S. Clark, first having been duly sworn, upon his oath deposes and says that he has resided in the Territory of Arizona since the year 1882 and that he has known John Lorenzo Hubbell and the land embraced in his homestead entry No. 811, situated at Ganado, Arizona, ever since said date; that when he first visited said tract in 1882 Mr. Hubbell was living there and had made extensive improvements thereon, consisting of a dwelling house, store building, warehouse, stable, wells, enclosures and other improvements of a substantial nature; that at that time Mr. Hubbell was carrying on a trading business with the Navajo Indians at said place and he has carried on said business ever since, to affiant's personal knowledge, and exclusively in his own name and right, excepting during a period of about ten years, from 1885 until about 1895 or 1896, when Mr. C. N. Cotton was associated with him. That during all of said time since 1882 Mr. Hubbell has used and occupied said place and the buildings thereon for himself and his employees exclusively. Affiant has also known and is familiar with the manner in which Mr. Hubbell has dealt with the Indians at his said store and knows that his treatment of them has been fair and liberal and that he is held in high esteem and friendship by all of the Indians with whom he has come in contact and that Mr. Hubbell's reputation

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all over Arizona as a business man and a citizen is of the very best.

Subscribed in my presence and sworn to before me this ____ day of April 1908.

SPECIAL COLLECTIONS, UNIVERSITY OF ARIZONA

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SPECIAL COLLECTIONS, UNI STY OF ARIZONA

BEFORE THE REGISTER AND RECEIVER, UNITED STATES LAND OFFICE, PHOENIX, ARIZONA.

IN THE MATTER OF THE HOMESTEAD)
ENTRY OF JOHN LORENZO HUBBELL,)
NO. 811 F. C. NO. 157.)

Territory of Arizona,)
: ss.
Maricopa County.):

Paul Brizzard, first having been duly sworn, upon his oath deposes and says that he is a resident of Phoenix, in Maricopa County, Arizona, and that he is well acquainted with John Lorenzo Hubbell and with the land embraced in his homestead entry No. 811; that he has visited said land and is familiar with the improvements thereon and with the developments that have been made; that affiant knows of his own knowledge that the store upon said land and the warehouse connected therewith are used exclusively by Mr. Hubbell in carrying on his trade with the Navajo Indians; that Mr. Hubbell in carrying on said trade purchases from said Indians wool, pelts, silverware and Navajo blankets and sells to the Indians such general merchandise as they desire; that he disposes of the articles and products he purchases from said Indians in the markets and to any one who desires to purchase such things; that Mr. Hubbell is the exclusive owner of said store and warehouse and of the business conducted therein. That the blacksmith shop upon said tract is used exclusively by him and his employess as a convenience in carrying on said farm and store; that there is no blacksmith employed therein but that the tools and appliances therein are used only by Mr. Hubbell's employees for their own private convenience; that Mr. Hubbell

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has constructed an irrigating ditch about two and one-half miles in length from Pueblo Colorado Creek to a reservoir covering about five acres, and that from this reservoir he has built laterals, by means of which he is able to irrigate every part of his farm, consisting of about one hundred and forty acres; that he has upon said farm an orchard and vineyard and raises crops of rye, alfalfa and garden trudk generally; that in the judgment of affiant said irrigating system must have cost about fifteen thousand dollars and that the levelling and planting of said farm must have cost about ten thousand dollars more; that said irrigating ditch is substantial and well built, being upon an average five feet wide at the bottom and about seven feet wide at the top.

Affiant further says that all of the buildings upon said tract of land are owned and occupied exclusively by Mr. Hubbell and his employees and not by any other person or persons, and that none of said buildings are leased or rented for any purpose or to any person whomsoever.

_____

Subscribed in my presence and sworn to before me this _____ day of April, 1908.

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1491799-2

C O P Y

Executive Mansion

January 6th 1880

It is hereby ordered that the following described country lying within the boundaries of the Territories of New Mexico and Arizona, viz:

Commencing in the middle of the channel of the San Juan River, where the east line of the Navajo Reservation in the Territory of New Mexico as established by the treaty of June 1, 1868(15 Stat. 667)crosses said river; thence up and along the middle channel of said river to a point fifteen miles due east of the eastern boundary line of said reservation; thence due south to a point due east of the present southeast corner of said reservation; thence due south six miles; thence due west to the one hundred and tenth degree of west longitude; thence north along said degree to the southwest corner of said reservation in the territory of Arizona, as defined by Executive Order, dated October 29th 1878, be and the same is hereby withdrawn from sale and settlement and set apart as an addition to the present Navajo Reservation in said Territories.

R.B. Hayes.

COPY

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Hubbell Trading Post NHS
P. O. Box 150
Ganado, Arizona 86505

A2623
L54

June 9, 1978

Memorandum

To: Art & Don, NALA

From: Juin, Hubbell

Subject: NUTA Well

On Thursday, 5/31/78, I went to Fort Defiance to talk to Fred Alexander about our special use permit allowing NUTA to pump water from our well into the Ganado community water system.

I was interested in getting background on how the agreement was reached and he was interested in getting an amendment showing the additional lines they have put in. I said we would amend it if they would provide the drawing.

Several things have been bothering me about the agreement. Briefly, they are (1) we are giving the water away free, (2) we agreed to buy it back at meter rate (3) we have been paying the electric bill to pump the well for the community of Ganado and (4) it was against NPS policy to give or sell water except on a temporary basis. the last time I heard.*

I told Fred of my concern about items 1-3 and he called their lawyer, Walter Wolf. They agreed that we should not be paying the electricity and said they would refund the money paid since 1975.

As to the terms of the agreement regarding items 1, 2 and 4, it seems to hinge on whether we own the water rights. We will move our 10-238 on water rights study up on our priority list the next time we review it.

For the record, if it turns out that we own the water rights, I think that this agreement should be renegotiated to get payment for our water or at least get a reduced rate for the water we purchase. If we supply far more water than we consume, I would think an even swap would be equitable.

Juin A. Crosse

* special direction 28-2

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United States Department of the Interior
OFFICE OF THE SOLICITOR
FIELD SOLICITOR
RM. 224, U.S. COURTHOUSE
P.O. BOX 1042
SANTA FE, NEW MEXICO 87501

AUG 19 1975

2 MPR
3 MM
Files

August 18, 1975

Memo

To: Monte Fitch, Associate Regional Director, Park System Management, Southwest Region, National Park Service, Santa Fe

From: Field Solicitor, Santa Fe

Subject: Review of Special Use Permit - Navajo Tribal Utility Authority - Hubbell Trading Post, Arizona

As requested by Mr. Moore the Special Use Permit has been reviewed and redrafted. It is understood that all facilities constructed with Tribal funds will be owned by the permittee while title to all facilities constructed with appropriated funds will be vested in the United States. In referring to the draft the special conditions have been numbered 16 through 33. This review will refer to the conditions by numbers.

Special Condition 18 has been revised to read as follows:

> "Title to all existing and additional wells, distribution lines and facilities located within the Historic Site shall be vested in the National Park Service except for the structures and distribution lines constructed by permittee with its funds within the 15 feet easement provided for by this permit."

Special Condition 19 the word "existing" has been placed between "the well".

Special Condition 22 has been revised to read as follows:

> "In the event it is necessary to replace the existing well or other Park Service distribution facilities replacement construction covered by this permit will be funded and supervised by the National Park Service and title to such wells and distribution lines will be vested in the National Park Service, EXCEPT, for

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the distribution line and structures constructed within the 15 feet easement provided for by this permit and funded by permittee. Normal well maintenance and repair of all structures will be approved by the National Park Service but funded by the permittee".

In Special Condition 23 the words "in writing" have been added between the words "approved by".

In Special Condition 26 the following has been amended to read as follows:

"Rates may be renegotiated annually to reflect changes in the cost of providing this service, but in no event will rates exceed that provided others similiarly situated".

Special Condition 28 has been revised to read as follows:

"The National Park Service reserves the rights to perfect title to all water withdrawn from its well or any other wells developed within the Historic Site for use in the Ganado Water Distribution System in the name of the National Park Service".

Special Condition 31 has been revised to read as follows:

"In the event the permittee is unable to comply with the above conditions, including furnishing water at a minimum of 300 gallons per minute (0.67 CFS), this permit may be terminated upon 30 days written notice and permittee's right to withdraw water from the above water well or wells will cease. An additional 60 calendar days is provided for permittee to remove all structures and distribution lines constructed and funded by the permittee within the 15 foot easement provided for by this permit, and to restore the area to the approximate condition that existed prior to development of said easement, said restoration to be to the satisfaction of the Superintendent".

Special Condition 32 has been added to provide as follows:

"In the event the National Park Service fails to comply with any of the above conditions this permit may be terminated by permittee upon thirty days (30) written notice to the

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Superintendent and permittee will have 60 days to remove its structures and distribution lines as provided for in Condition 31".

Special Condition 33 has been amended to read as follows:

"The permittee may sell its interests located within Historic Site to the National Park Service at a price negotiated by the parties hereto. In the event any of the permittee's improvements are not sold or removed as herein provided within the time provided, then title to such property will vest in the National Park Service and no compensation shall be due the permittee.

Returned is the draft which includes the pencil notations.

Gayle E. Manges
Field Solicitor

Enclosures

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UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of 7 pages

SPECIAL USE PERMIT

HUBBELL TRADING POST NATIONAL HISTORIC SITE
(Area)

PERMIT NO.	EXPIRES
J 7420 2	06/30/05
PREVIOUS PERMIT NO.	
NONE	

NAVAJO TRIBAL UTILITY AUTHORITY of THE NAVAJO TRIBE is hereby authorized during the period from JULY 1, 19 75, to JUNE 30, XX 2005, 19....., to use the following-described land in the above-named area: A tract of land situated in the S.E. ¼ of Section 28, and the S.W. ¼ of Section 27, Township 27 North, Range 26 East, Gila and Salt River Meridian, on the Navajo Reservation, Ganado, Apache County, Arizona, said tract being fifteen (15) feet in width, seven and one half (7½) feet each side of the center line described on the attachment.
Also, the National Park Service well at the end of said tract, and the existing National Park Service six-inch (6") water main running from said well to the Trading POst area.

for the purpose of

Construction and maintenance of a connecting line from the National Park Service well to the Ganado Water Distribution System and Storage Facility, and operation and maintenance of the National Park Service well and distribution lines as part of the System.

subject to the conditions on the reverse hereof and attached pages [illegible]

Issued at ..... (City) this ..... day of ....., 19.....

.....
Superintendent.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES	*PERMITTEE (Signature)
NAME	NAME
ADDRESS	ADDRESS
NAME	NAME
ADDRESS	ADDRESS

APPROVED: (*If approval is required by higher authority*)

NAME	TITLE	DATE

*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.

(This copy for Permittee)

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CONDITIONS OF THIS PERMIT

1. **Regulations.**—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. **Definition.**—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. **Rights of the Director.**—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. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. **Nondiscrimination.**—See attachment A.

5. **Damages.**—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. **Construction.**—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. **Removal of structures and improvements.**—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determinted by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

8. **Water rights.**—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

9. **Disposal of refuse.**—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. **Timber cutting.**—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. **Fire prevention and suppression.**—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. **Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. **Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: *Provided however,* That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

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

15. **Revocation.**—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

U.S. GOVERNMENT PRINTING OFFICE 16—35968-6

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(Dec. 1958)

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
HUBBELL TRADING POST NATIONAL HISTORIC SITE	J 7420 2	3

In consideration for obtaining the privileges granted herein, the permittee agrees to indemnify and save harmless the United States from any loss to it, including not only damage to government property and injury to government employees but also judgements, settlements or compromises for property damage or injury to all persons for which the United States may be liable, resulting from exercise by the permittee and its employees of the privileges granted herein.

Permittee agrees to obtain and install one flush valve? value at a point in the trailer area to be designated by the Superintendent of the National Historic Site.

Maintenance of the National Park Service well and distribution lines to and including the meters will be responsibility of the permittee, and will be at a standard acceptable to the National Park Service. Permittee assures minimal disruption of water service within the Park during installation of new lines and in operation of the completed system.

Newly constructed portions must equal or exceed the standards of existing facilities and must meet utility construction standards of the National Park Service.

MAP IS ON BLUE PRINT

* U. S. GOVERNMENT PRINTING OFFICE: 1967—266-992

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ATTACHMENT A

CONTINUATION OF CONDITIONS OF THIS PERMIT (FORM 10-114)

The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the resource covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(1) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(2) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Area: Hubbell Trading Post NHS
Ganado, Arizona 86505

Permittee: Navajo Tribal Utility Authority

Permit Number: J 7420 2

Supporting Hydro Data

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35 9 6

Form 113—5M—12-60

Examined .....
Recorded: B. C. ..... T. B. .....
Inspection Sheet .....
Copied .....

REPORT OF WELL DRILLER
STATE OF [redacted] ARIZONA

Application No. .....
Claim No. .....
Coordinate No. .....

GENERAL STATEMENT: Report of well driller is hereby made and filed with the State Engineer, in accordance with the laws of ~~Utah~~ (This report shall be filed with the State Engineer within 30 days after the completion or abandonment of the well. Failure to file such reports constitutes a misdemeanor.)

NATIONAL PARK SERVICE

(1) WELL OWNER: NATIONAL HISTORIC SITE
Name HUBBELL TRADING POST
Address GANADO ARIZONA

(2) LOCATION OF WELL:
County ..... Ground Water Basin ..... (leave blank)
North ..... feet, East ..... feet from SE 1/4 SW 1/4 Corner
South ..... West .....
of Section 27, T 29 N S, R 26 E ~~W~~ (strike out words not needed) GILA SALTRIVER MERIDIAN

(3) NATURE OF WORK (check): New Well ☒
Replacement Well ☐ Deepening ☐ Repair ☐ Abandon ☐
If abandonment, describe material and procedure: .....

(4) NATURE OF USE (check):
Domestic ☑ Industrial ☐ Municipal ☐ Stockwater ☐
Irrigation ☐ Mining ☐ Other ☐ Test Well ☐

(5) TYPE OF CONSTRUCTION (check):
Rotary ☐ Dug ☐ Jetted ☐
Cable ☑ Driven ☐ Bored ☐

(6) CASING SCHEDULE: Threaded ☐ Welded ☑
8 " Diam. from 0 feet to 80 feet Gage .....
6 " Diam. from 0 feet to 250 feet Gage .....
" Diam. from ..... feet to ..... feet Gage .....
New ☐ Reject ☐ Used ☐

(7) PERFORATIONS: Perforated? Yes ☑ No ☐
Type of perforator used CUTTING TORCH
Size of perforations 1/4 inches by 12 inches
390 perforations from 250 feet to 100 feet
..... perforations from ..... feet to ..... feet
..... perforations from ..... feet to ..... feet
..... perforations from ..... feet to ..... feet
..... perforations from ..... feet to ..... feet

(8) SCREENS: Well screen installed? Yes ☐ No ☑
Manufacturer's Name .....
Type ..... Model No. .....
Diam. ..... Slot size ..... Set from ..... ft. to .....
Diam. ..... Slot size ..... Set from ..... ft. to .....

(9) CONSTRUCTION:
Was well gravel packed? Yes ☐ No ☑ Size of gravel: .....
Gravel placed from ..... feet to ..... feet
Was a surface seal provided? Yes ☑ No ☐
To what depth? 80 feet
Material used in seal: CEMENT
Did any strata contain unusable water? Yes ☐ No ☐
Type of water: ..... Depth of strata .....
Method of sealing strata off: .....
Was surface casing used? Yes ☑ No ☐
Was it cemented in place? Yes ☑ No ☐

(10) WATER LEVELS:
Static level 22'6" feet below land surface Date 2-23-68
Artesian pressure ..... feet above land surface Date .....

LOG RECEIVED:

(11) FLOWING WELL:
Controlled by (check) Valve ☐
Cap ☐ Plug ☐ No Control ☐
Does well leak around casing? Yes ☐ No ☐

(12) WELL TESTS: Drawdown is the distance in feet the water level is lowered below static level.
Was a pump test made? Yes ☑ No ☐ If so, by whom? BINNING DRILLING
Yield: 40 gal./min. with 55' IN feet drawdown after 70 hours
" " " " " "
" " " " " "
Bailer test 68 gal./min. with 5 feet drawdown after 3 hours
Artesian flow ..... g.p.m. Date .....
Temperature of water 58 Was a chemical analysis made? No ☐ Yes ☑

(13) WELL LOG: Diameter of well 8 INBORE inches
Depth drilled 340 feet. Depth of completed well 340 feet.

NOTE: Place an "X" in the space or combination of spaces needed to designate the material or combination of materials encountered in each depth interval. Under REMARKS make any desirable notes as to occurrence of water and the color, size, nature, etc., of material encountered in each depth interval. Use additional sheet if needed.

DEPTH From	DEPTH To	Clay	Silt	Sand	Gravel	Cobbles	Boulders	Hardpan	Conglomerate	Bedrock	Other	REMARKS
												SANDSTONE
0	10	X										BROWN
10	20	X										WHITE
20	30	X										RED RIBBONED
30	40	X										" "
40	50	X										" "
50	55											CHINLE (WATER)
55	65											TAN
65	75											TAN LIGHT
75	90											"
90	100											"
100	115											"
115	125											ORANGE HARD WATER
125	140											" " "
140	150											" FROM 150 TO
150	155											RED 200 FEET BROKEN
155	165											ORANGE UP SANDSTONE
165	175											TAN CAVING. CAUGO
175	185											LIGHT TAN IN ON BAILER.
185	190											ORANGE SAND STONE
190	200											RED TIPPED. HARD TO
200	215											" KEEP STRAIGHT
215	235											ORANGE HOLE.
235	250											"
250	265											RED
265	275											ORANGE
275	290											"
290	300											"
300	318											"
318	320											LIGHT TAN HARD
320	330											" " "
330	340											RED SOFTER

Work started NOVEMBER 3, 1967 Completed FEBRUARY 23, 1968

(14) PUMP:
Manufacturer's Name .....
Type: ..... H. P. .....
Depth to pump or bowles ..... feet

Well Driller's Statement:
This well was drilled under my supervision, and this report is true to the best of my knowledge and belief.
Name BINNING DRILLING (Person, firm, or corporation) (Type or print)
Address 227 SO. 4TH W PAYSON, UTAH
(Signed) Lester Binning (Well Driller)
License No. 243 Date FEBRUARY 29, 1968

USE OTHER SIDE FOR ADDITIONAL REMARKS

Other Supporting Information

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DEPARTMENT OF THE INTERIOR.
U. S. Indian Irrigation Service
Office of Supervising Engineer.
Albuquerque, N. M.

December 17, 1923.

Mr. W. M. Reed,
Chief Engineer,
Washington.

My dear Mr. Reed:

Referring to your circular letter of Dec. 12, 1923, relative to certain appropriations made without date, that are available for use if needed.

Among the items I note:
"Ganado Irrigation Project, Navajo Reservation, Arizona
(Reimbursable) $714.09

It is requested that this amount be made available for use during the present fiscal year, and ~~effective the following~~ explanation and justification:

There have been a number of heavy storms on this project since the beginning of the fiscal year, and as the amount for ordinary operation and maintenance is only sufficient for that purpose we have been unable to make the necessary repairs from the funds on hand.

On July 7, there was a cloudburst on the project extending from the reservoir to the mission, a distance of about three miles. 6 1/2 inches of water fell in 1 1/2 hours which washed away flume No 9, cut the earth banks away from the lower end of Flume 3, broke over the ditch banks in three places cutting channels back to the stream, and damaged the ditch more or less its entire length.

On July 14th another heavy storm when 4 inches fell in less than 2 hours, covering the entire project and doing considerable damage, and washing out much of the repair work done since the storm of the 7th.

On August 18th anothervvery heavy storm. Water went over the ditch banks from above, filled much of it with silt, went over the top of flume 6, cut out the piers and dropped the flume into the stream. On the night of the 28th and all day the 29th a continuous storm, especially at the lower end of the project. Debris was piled against Flume No 10 until it was carried out.

September 17 another heavy rain for 42 hours, which, while no structure was damaged, considerable amount of minor repairs will be necessary to put the ditch into shape.

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A part of the repairs have been made, and much still remains to be done. The amount available for the year, after taking out the "withdrawals" indicated by the Office is $3,300. of which there has been expended to the end of the year $2,500. leaving $800 for the M and O for the balance of the year, and the pay of Mr. Maus, in charge of the projectt is $100. per month.

It can be seen that additional funds are imperative. It is probable that the "withdrawals" may also be needed, b but will not be asked if it can be avoided.

- - -

There is also an item:
"Irrigation Indian Reservations, (Reimbursable), $47,633.30, and I would request that the sum of $2,000 be given this District for administrative and headquarters purposes.

This is for:
"For all expenses necessary for the proper conduct of the office of the Supervising Engineer, District No 5, including the salary, travelling and incidental expenses of the Supervising Engineer, employment of necessary assistants, regular and irregular, purchase of materials, equipment and supplies, and any purpose necessary in connection with the conduct of special investigations and general supervision of irrigation work on the various Indian reservations for which no specific appropriation have been made, under direction of the Chief Irrigation Engineer, $10,000.00 "
to quote the last authorities.

For many years this was $12,000. and was generally pretty well used up. For 1923 it was cut to $10,000. and by the strictest economy we managed to keep within the amount. During this time we occupied quarters in the Federal Building and had no rent to pay. In May 1923 we were forced out of the Federal Building because more space was needed for the post office and for the new Federal Judge, and quarters were leased at $960.00 per annum. It was also necessary to purchase some office furniture as much that we had been using belonged to the Federal Building, and as the new quarters were not in a fire proof building as safe for the records was also necessary. These aggregated some $650. or for theitems of furniture and the rent for one year, some $1,600.

Holding the expenses down as carefully as possible we have exceeded the prorata part of the expenditures for t the fraction of the year in about the proportion indicated

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or in other words have used within a few doallars of one half the year's appropriation by December 1st.

This has been called to the attention of the Office several times. On June 25th I wrote: "If we cannot have the amount for miscellaneous administration increased above the $10,000. we will be unable to meet the rental and continue the other work of the district as is necessary."

April 18, 1923, when writing about leases for the new offices I wrote:

"The rent should be paid from Administration, Fifth Irrigation District, but because this fund has been reduced from $12,000 in 1922 to $10,000. in 1923 and 1924, and formerly there was no rent to pay for office quarters, this fund will not be sufficient to meat all demands upon it, and some additional money should be provided."

On March 15, I wrote:

"Arrangements will have to be made for the following fiscal year, as the amount of money appropriated for the administration expenses of this district will not be large enough to allow the payment of this amount of rent in addition to our other legitimate expenses."

The matter was called to your attention verbally while you were in the District during the year.

The utmost economy is being practiced; I have cut down my trips to a minimum to give the proper service; have tried to keep all of the field men on other appropraitions, but t the amount of special work not otherwise provided for does not grow less, and must be done.

If the amount asked for can be given me from this unexpended balance, it will save taking it up with the Office in an endevor to find other funds that may be used.

Very respectfully,

H J Robinson

Supervising Engineer.

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Interviews with Mrs. Roman (Dorothy) Hubbell, 13 through 24 October 1969.

Done in the Hubbell Buildings, Ganado, Ariz.
Recorded by David A. Brugge

NOTE: This information was, for the most part, recorded at the time told by Mrs. Hubbell and as nearly in her own words as possible, but the notes had to be taken in long hand and should not be considered exact quotes. Certain terminology particularly, such as the NPS designations for various buildings and rooms, were not used by Mrs. Hubbell, but were used in the notes for accuracy of identification and to ensure that they would be identifiable by later NPS personnel on the site. In general the wording can be considered to be a fairly full paraphrasing of Mrs. Hubbell's own statements and I hope sufficiently close to her wording to preserve to a large degree her manner of expression. This is the rough draft first typing and is to be corrected by Mrs. Hubbell before being considered in final form. The sometimes disjointed flow is due to asking questions which were not transcribed.

DMB

Exhibit "D"

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to Albuquerque. Roman went to school in Albuquerque. The family would come out here in the summers. Barbara graduated from high school in 1900 and when she married lived in Albuquerque at first and came out when LaCharles was 2 years old.

There was a well back by the barn.

Roman's sweathouse was west of the house about as far as the rear fence of Friday's corn patch. Friday would prepare it for Roman and have it all ready for him. I don't know when it was built. It may have been here when I came, but I don't know.

Tsi'naajinii Ts'osi was one of our herders. Joe Tippecanoe worked both outside and in at various times. I think he went to school at Haskell. He speaks English. If I had Joe in the store to work and had to break in a new manager, he wouldn't help much.

Mr. Hubbell built the first dam up at the lake and also three miles of ditches and flumes. They had a very wet year and that washed out his dam and he went to Washington to see if he could persuade the government to build a larger dam to benefit the Indians too. He had spent some $25,000.00 already. As a result they did build a bigger dam and took over the ditches and flumes. That's how we got water rights to the present dam. They built a bigger dam, but in the same place.

There was some work on the dam after I came - some teams and government men went up there. I don't know just what they did. At that time we had that little store there with Lothario Ortega and his family.

The holding or storage reservoir was built by Mr. Hubbell. It was already here in 1920. The last few years we irrigated directly from the main ditch rather than the reservoir.

I think the first dam was built before the reservoir was extended. At least they had some sort of irrigation system early.

The meat dressing rack behing the root cellar has a hoist. It has disappeared. It should be in the wareroom.

Maintenance

We painted the woodwork whenever it was needed. Plastering was done frequently, but not every year. At first there was just a dirt roof. There was an air space between the top layer and the bottom.. It worked well except that a long dry spell would cause cracks and then when it rained it would leak. Snow had to be swept off because it would get too heavy. The present kind of roof was put on in the early '30's. We still had a dirt roof when I left here in 1930.

One bad storm washed out the root cellar wall after '57 and I had to have it rebuilt. I have pictures of that. The biggest storm was the one that broke the log in the ceiling before Roman died. I remember building of the stonewall around the garden - I think in the 1920's.

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CHANGES IN THE BUILDING COMPLEX AT HUBBELL TRADING POST AND SIGNIFICANCE FOR DEVELOPMENT OF THE AREA AS A NATIONAL HISTORIC SITE -- A PRELIMINARY EVALUATION OF THE DATA AVAILABLE.

According to tradition two jacal structures, usually referred to as the "Leonard Buildings", were the earliest improvements on this site. Mrs. Dorothy Hubbell thinks that only the smaller (northernmost) of these two buildings was built by William Leonard and that the other was built by Don Lorenzo Hubbell. If this is correct, this small building was the original trading post on the site and was doubtless constructed in the 1870s. The larger building may well have been built somewhat later. Neither stands today, but it is highly probable that the foundations of both could be exposed by archaeological excavations. Only photographic data and drawings by E.A. Burbank supply any knowledge of these structures today.

The small jacal was apparently a two-room structure. There were two exterior chimneys on the north side, the only exterior evidence of internal partitions, and the building was too small for more than two rooms.

The larger jacal was a far more complex structure. Early photographs show as many as three chimneys. The irregualr outlines suggest a series of additions made to a simpler original structure. It is likely that the core structure was erected in the 1870s and that some of the additions date from the 1880s. A porch of sawed lumber and a very small room of stone masonry on the front were almost certainly the latest additions. A jacal extension on the back that does not extend across the full width of the building is probably a somewhat earlier addition. A room at the north end is said to have served Don Lorenzo as his trading post at one time and this was perhaps the second trading post here. The other rooms apparently had domestic functions, with the dinner bell suspended behind suggesting that the kitchen was to the rear. At the time this building was used for living quarters and trading post the smaller building was apparently used for office, guest house and perhaps storage.

There are no pictures dating from the period when these were the two major structures on the site and we do not know what auxiliary sheds, outhouses, fences or other miscellaneous features may have been associated with them.

ca 1890s The earliest photographs and drawings date from the late 1890s. All date after the beginning of construction of the Barn (HB-3) or do not include a view that would allow determination whether

Exhibit F

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ca 1904

A general view of the Hubbell grounds was taken by Simeon Schwemberger about 1904. A few more detailed photos of lesser scope supplement the data for this year, including a picture of the barn and interior shots by Vroman. As might be expected for such a short time interval, few changes are apparent.

The only difference in HB-1 is the absence of a chimney for the rug room. No stove pipe appears in its place and perhaps the rug room was unheated at this time. The office chimney is still in place and interior views by Vroman show the office fireplace still present as well.

The bread oven appears to have been replaced with a somewhat larger oven of similar construction to the former, but with less well-rounded contours.

There is a roof over the northwest room of the Barn, but the door is open all the way up to the roof and perhaps some of the wall is missing, but trees obscure the view.

The well house is in its present location.

Two out-houses are visible. One is probably the same as that noted for 1900. The second is west and somewhat north of HB-4.

There is a fence of upright logs, probably part of a corral, near the present location of the equipment corral. This is also the first picture to show extensive terracing of fields for irrigation and fenced fields. The fences for the fields include those on both sides of the lane. No fruit trees are yet identificable, but many junipers, particularly away from the buildings, are no longer present and were perhaps cut for the fence building.

ca 1915

One panoramic view of about 1915, plus numerous close-ups of various structures within a few years of this date, allow for considerable detail for this time level.

There is no significant change in the jacal buildings, except that it seems definite that only two chimneys remain on the larger. A Spanish-Indian style of bread oven appears behind the these in one close-up photo. Its presence or absence in previous photos is uncertain and it may have been in place for some time.

There are no significant changes in HB-1.

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HB-2, the house, seems to be complete in its present form, although features on the south and southeast, such as the root cellar and the rear porch, are not visible in any pictures through this period. Only two chimneys remain, apparently that for the Hall fireplace and one for a fireplace in bedroom II East. There are numerous stove pipes, probably for stoves in bedrooms I West, III West, the school room and the kitchen, perhaps also for the dining room.

HB-4 continues as a two-room structure. To the north of it the present bread oven or one similar to it appears to be under construction.

HB-8, the adobe utility building, appears for the first time.

The barn, HB-3, is being remodeled. The northwest room lacks a roof and the walls appear to have been at least partially taken down, but already in the process of being rebuilt, most of their length being below the level of the roof over the southwest room, but in the northeast corner now extending above this level.

The corral complex is partially developed. Two long sheds, one or both with open fronts, are in the area of the equipment corrals.

ca 1920

There are two panoramic photos for about 1920 and many more detailed views. These show a number of changes.

The only change of significance on the trading post is the replacement of the office chimney with a stove pipe.

The house is complete in its present form with only one chimney and with the rear porch definitely in place. There are a number of stove pipes, but associating these with rooms is difficult, probably they are for stoves in bedrooms I West and III West, for the school room and the kitchen. Very faint images suggest stove pipes for the east bedrooms as well.

The jacal buildings are still standing, but according to Mrs. Hubbell were no longer in use.

One, and for a time at least, two, bread ovens were in use. Each had a partial roof over it. HB-4 is still only a two-room building.

Between HB-4 and HB-8 is a small structure of indeterminate use and construction. It is possible that this is merely a tent, but it might be a more durable plank structure.

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Some of the photos dated "ca 1920" show the water tower behind the second bread oven or beside the first, while others do not. The dating of these photos is probably much more variable than the notes would indicate. The data from Mrs. Hubbell suggests that the tower was there throughout the '20s, but a specific statement to that effect is lacking. It seems reasonable to conclude that it was built in the early "20s, but this must remain a guess until further data are available. Out-houses are still present in these photos. That near the arroyo is no longer present, but the one just southwest of HB-8 is still in place and a new one is directly behind (south) of HB-8, outside a fenced back yard which has a shed in the southwest corner.

HB-5, the "stone residence", has been built and the garage attached to the east end is also present. There may be an out-house a bit to the southwest of HB-5. The two long sheds in the corral area are now enclosed on the front, a jacal wall of upright logs being used on that to the north. The one behind it appears to have been changed, the roof which slanted to the south in the 1915 photo now slanting to the north and overlapping the lower roof of the adjacent shed. It is probable that the two sheds were connected and together formed on large garage for parking and storing farm equipment and machinery. The corrals south of the Barn seem to be well developed, although details are vague in these photos.

The Barn, HB-3, is standing in very much its present state. The fields cover about the same area as in the previous photo, but small evenly-spaced trees along the lateral irrigation ditch along the south edge of the east field ~~indicate that at least some~~ of the fruit trees were in and growing. There are also some larger trees along the main irrigation canal that are probably cottonwoods.

The small stone building that served as a generator house for the Kohler plant in the southwest corner of what was to become the school tract appears, but lacking the two appended rooms that some pictures show.

ca 1931

The next panoramic view and the last to be considered here was taken from Hubbell Hill be Ed Eckel in April 1931. It is a large print showing considerable detail. Numerous changes and additions can be seen.

The trading post, HB-1, is about the same as in previous photos. but the laundromat, HB-9, almost fully roofed, is appended to the south end. The roof of the laundromat appears to have all vigas in place and adobe covering over all but a small portion on the south end where work was presumably still in progress.

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EXTRACT FROM ANNUAL REPORT OF H. F. ROBINSON
FOR FISCAL YEAR 1921.

(FILED IN IRRIGATION)
(FOR MAP SHOWING GANADO PROJECT SEE SAME REPORT.)

GANADO

The work on this project consisted mostly of maintenance and operation.

During the year there has been an ample supply of clear water in the Rio Pueblo Colorado, so that it has not been necessary to divert any of the heavily silt laden flood waters into the reservoir and at the end of the irrigation season there was 2,005 acre feet. At the beginning of the irrigation season of 1921 we had 2,260 acre feet. Beginning with next year a performance chart of this reservoir will be prepared.

Superintendent Peter Paquette of Fort Defiance began the allotting of lands in this project in January and was besieged with requests from the Indians for allotments. Allottees at once commenced preparing their twenty acre plots and in a few instances building fences. By the middle of May we were delivering water to seventeen users, sixteen are under the south side ditch and one under the north side. A number of Indians who have plots under the north side ditch asked for water but we were unable to deliver water to them because the ditch

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was not in condition. It is hoped to save enough money from maintenance next year to place the north side ditch in condition to serve these and other plots under it.

For some years past high waters have been cutting into the east bank of the Rio Pueblo Colorado above the diversion dam threatening to make a channel around the dam. To prevent this three jetties of cedar brush and rock, each 35 feet long, 12 feet wide and seven feet high, were built to deflect flood waters from the east bank.

Floods in July 1920 cut deeply into the arroyo banks at flume No. 4 and there was danger that the caissons supporting the steel truss might be taken out. Heavy dry walls were laid up around the caissons to prevent further cutting.

Between flumes 3 and 4 wind and water borne sand has given us a great deal of trouble. To remedy this a dike 400 feet long and three feet high was built to turn floods coming down the small arroyo into the river above flume No. 3.

The wooden Pratt truss supporting flume No. 5 has become so badly sagged and out of line

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that it was deemed necessary to replace it with a steel truss. The new truss is located far enough off the line of the old one that it is not necessary to interrupt delivery of water during construction. The truss is a 48 foot span deck structure supported on caissons made of 24 inch corrugated culvert pipes 12 feet long. At the end of June the construction of the truss was not entirely completed.

Flume A on the north side ditch was built. This is a No. 60 galvanized metal flume supported by a wooden truss with 20 foot span. A small arroyo not deep enough to permit the use of a culvert, but which occasionally carries considerable water crosses the north side ditch 800 feet below flume A and necessitated a water bridge. These two structures enabled us to furnish water to one 30 acre plot on the north side.

Under his agreement with the Government Mr. J. L. Hubbell cleaned the ditch from the headgate to his farm. From there on the Indian water users cleaned the ditch without pay.

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As stated above, we have this year seventeen Indian water users cultivating 220 acres; the Presbyterian School and Mission are cultivating 30 acres and Mr. Hubbell 100, making a total this year of 350.acres.

It is believed now that allotting of lands in this project has begun a considerably more satisfactory return for the money expended will be shown.

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DEPARTMENT OF THE INTERIOR,
U. S. INDIAN IRRIGATION SERVICE,
District No. 5.

FISCAL YEAR
1921.

Ganado Project. Navajo Reservation.

IRRIGATION DATA.

1.	Number of Indian on Reservation Under Navajo School	11,280
2.	Estimated total area of irrigable land	*
3.	Area under constructed canals	1,740 **
4.	Acreage irrigated by Indians	220
5.	Acreage irrigated by White Leesees	
6.	Acreage irrigated by White Owners	130
7.	Total acreage irrigated to June 30, 1921.	350
8.	Acreage under conatructed canals but not cult.	1,390
9.	Estimated expenditures for 1922.	$3,500.00

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DEPARTMENT OF THE INTERIOR
U. S. INDIAN IRRIGATION SERVICE
DISTRICT No. 5.

Fiscal Year
1921.

Ganado Project Navajo Reservation

F I N A N C I A L R E P O R T .

	F.Y. 1921	To Date
1. Preliminary Surveys and Construction	53.00	107,581.74
2. Operation and Maintenance	3,975.49	18,427.86
3. Chief Engineer's Office Charges		1,344.86
4. Inventories		1,509.61
5. Gross Costs		
6. Less Collections		
7. Net Costs to June 30, 1921		128,864.07
8. Miscellaneous Costs not Irrigation		
9. Uncollected Accounts		

List disbursements by funds

Increase of Compensation Indian Service	570.42
Irrigation Indian Reservations Reimbursable	7,585.20
Ganado Irrigation Project Navajo Res. Ariz. Reimb.	10,255.84
M.& O. " " " " " " "	43,749.13
" " " " " " "	1,095.48
Expended Prior to June 30, 1915	64,601.39

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United States Department of the Interior
NATIONAL PARK SERVICE
SOUTHWEST REGION
P.O. Box 728
Santa Fe, New Mexico 87501

IN REPLY REFER TO:
L54-MM

May 2, 1975

Memorandum

To: Superintendent, Hubbell Trading Post NHS

From: Hydraulic Engineer, Water Resources, MM, SWR

Subject: 1975 Assessment of Water and Related Land Resources

Enclosed is a rough draft copy we have prepared for your area in order to comply with WASO's request on this subject. Included is a brief explanatory note on what this study is all about and the importance of our involvement.

We would appreciate your reviewing the rough draft to see if it agrees with your understanding of any water and related land problems that exist in your park. Please make any changes or additions and relay them to me at your earliest opportunity. This report was due in WASO on May 2, 1975.

Should you have any questions or wish to relay your reaction to the rough draft by telephone, please call (505) 988-6368. Negative response will be welcomed.

Your cooperation, as always, is appreciated.

WITHOUT WATER, LIFE ITSELF CANNOT
BE SUSTAINED

Garland Moore

Garland Moore

Enclosures

CALLED 5/6/75
CLARIFIED ACRE FOOTAGE, ADVISED OF POTENTIAL NPS A- LINK.

RECEIVED
HUBBELL TRADING POST NHS
MAY 05 '75
Surname Date
Superintendent
Administration
Interpretation
Maint. Service
Maintenance
File

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Hubbell Trading Post National Historic Site

1. Location: Apache County, Arizona.

2. Drainage Basin: Lower Colorado Region 15, ASA 01
   Sub-basin: Pueblo Colorado Wash.

3. Water Supply: Well source and irrigation reights to Ganado Ditch.

4. Water Users: Permanent employees, families, concessioner, maintenance area, and visitors. Visitation is projected to increase from 72,100 in 1973 to 75,000 in 1985 and 96,000 by the year 2000.

5. Water Demand: Water demand is projected to increase from 1.3 million gallons in 1975 to an estimated 1.7 and 2.2 million gallons in the years 1985 and 2000 respectively.

6. Water Rights: The United States enjoys the right to divert and beneficially use 400 acre feet of irrigation water per annum, from the Ganado Ditch on 150 acre of land. Time of priority claimed is from May 31, 1913.

7. Landscape Assessments: This ASA's area has a high priority need for landscape assessment studies. This area is perceived to have high scenic values which may be threatened by indiscriminate development.

8. Dangers to Park Values:

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SUPERINTENDENT'S RECOMMENDATION: DATE: 09/10/70

This second well should be abandoned and an adequate system installed in conjunction with the new well. This would supply Hubbell with excellent water as well as supplying sufficient water for fire protection purposes. At the present time the Hubbell Complex system is capable of supplying only enough water for one garden hose at 40 lbs. pressure.

The irrigation water right consists of 400 acre feet per year which is adequate however it is doubtful that 5 acre feet per year have been used for the past twenty years, as there has been no agricultural activities with the exception of a small plot of Indian corn of about 1/4 acre. On July 20th 1970 irrigation was iniated on about 20 acres and was continued until August 27th, at which time the old metal syphon started leaking and the irrigation company turned the water out of the canal and to this date, Sept. 10th it has not been restored which forced discontinuation of our irrigation program. A considerable amount of finances and labor will be required to restore the irrigation system to it's original condition as there are about five miles of ditches to be re-built plus about 300 stone head structures requiring complete restoration. It will also be necessary to restore the berms for about 100 acres as all farming was done by contour method.

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NATIONAL PARK SERVICE

WATER RESOURCE PROPOSAL

DISTRIBUTION
NO. TO

ESTIMATED TOTAL MAXIMUM DAILY USE OF AREA SERVED BY THIS SYSTEM (GALLONS/DAY) — PRESENT: 200 P/D — TWENTY YEARS FROM PRESENT: 700 P/D

FACILITIES TO BE SERVED AND NUMBER OF SITES		ESTIMATED MAXIMUM NUMBER PERSONS/DAY: EXISTING	REPLACEMENT OF EXISTING	EXPANSION OF EXISTING	NEW
CAMPGROUND	NONE				
PICNIC AREA	One				
COMFORT STATIONS	None at present				
RESIDENCES	Seven				
OTHER (SPECIFY)					
.					
CONCESSION FACILITIES (SPECIFY)	One				

Hubbell Trading Post is operated by Southwest Parks & Monuments Association.

TYPE AND PERCENTAGE OF WATER USE	DOMESTIC (RES.& MAINT.)	PUBLIC	IRRIGATION	FIRE	WILDLIFE	OTHER
	70%	10%	20%			

PREVIOUS INVESTIGATIONS OR STUDIES — ORGANIZATION — YEAR: NONE

LAND STATUS: Agricultural - 173 Acres — FIRST YEAR WATER NEEDED: — % SEASONAL USE:

EXISTING USABLE WATER SOURCES	RIVER	SPRING	WELL	LAKE	OTHER
THOUSAND GALLONS/DAY (Mgpd) per year 400 Ac. Ft.	X	-	-	X	-

ESTIMATED TOTAL PEAK DEMAND (Mgpd): 400 Ac.Ft. per year — PRESENT WATER QUANTITY AVAILABLE, INCLUDING STORAGE, TO MEET PEAK DEMAND: 400 Acre feet per year

ADDITIONAL WATER QUANTITY NEEDED TO MEET PRESENT PEAK DEMAND (Mgpd): None — ADDITIONAL WATER QUANTITY NEEDED TO MEET PEAK DEMAND 20 YEARS FROM PRESENT: None

NARRATIVE OF SITUATION, MANAGEMENT REQUIREMENTS AND JUSTIFICATION:

At present Hubbell's domestic water is supplied by two wells. One is a newly drilled well, 340' deep, located 1810' east of the trading post. The water is of excellent quality and it is capable of producing 200 gals. per minute which is adequate for all of Hubbell's domestic needs. At present there is a temporary pump installed, capable of pumping about 15 gals. per minute and is used for the residential area only. The other well used as the domestic supply for the Hubbell Complex proper is about 30' deep, located on the south bank of Pueblo Colorado Creek. This creek is constantly being polluted with raw sewage. Our last two water samples submitted were returned showing OVERGROWTH. (Continued on seperate sheet, attached)

SUPERINTENDENTS RECOMMENDATION AND DATE: See attached sheet for recommendation. 09/10/70

REGIONAL DIRECTORS APPROVAL AND DATE

PRIORITY

PREPARED BY AND DATE: 09/10/70

REGION: Southwest Region. PARK: Hubbell Trading Post Nat'l.Historic Site

ENVELOPED AREA (EXISTING)(PROPOSED): Existing

COST ESTIMATE TO BE CONTRIBUTED BY WATER RESOURCES	M & P	W.R.RES ACQ	R. & CONST
USGS ASSIST			
PVT CONTRACT			
PARK TRAFFIC			
OTHER			
TOTAL			

PROJECT TITLE

ESTIMATE DATE

W. R. INVENTORY NUMBER

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DEPARTMENT OF THE INTERIOR
FRANKLIN K. LANE, Secretary

UNITED STATES GEOLOGICAL SURVEY
GEORGE OTIS SMITH, Director

Water-Supply Paper 380

THE NAVAJO COUNTRY

A GEOGRAPHIC AND HYDROGRAPHIC RECONNAISSANCE OF PARTS OF ARIZONA, NEW MEXICO, AND UTAH

BY

HERBERT E. GREGORY

WASHINGTON
GOVERNMENT PRINTING OFFICE
1916

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distance water is present even in the dry season, as short stream stretches, interrupted by expanses of dry sandy floor. The stream is also intermittent along its course from St. Michaels to Oak Spring, below which it becomes perennial while passing through lower Black Creek Canyon, assuming once more an intermittent character in the 10-mile stretch ending at Puerco River. Two short tributaries to Black Creek, one from Buell Park, the other at St. Michaels, are perennial for a mile or so of their upper courses and reach their master stream for about six months in a year. A third tributary, Bonito Creek, rising in Quartzite Canyon, discharges at low water 0.87 second-foot,[1] and though only about 5 miles long has determined the location of Fort Defiance and made possible the irrigated fields and gardens which give to this spot its attractive features.

PUEBLO COLORADO WASH.

Nearly 1,250 square miles of the Defiance Plateau is drained by the Pueblo Colorado Wash, the upper 18 miles of which, from its source to Ganado, is a perennial stream, its discharge at low water being perhaps 2 second-feet. (See p. 110.) From Ganado to Holbrook, a distance of more than 100 miles, the stream flows only in response to showers. The terraces along the canyon in the upper portion and the wide flats below the mouth of the canyon have been cultivated by means of irrigation since the days of the cliff dwellers, and this permanent supply of water in the midst of an arid expanse has made of Ganado an important center of agricultural and commercial activity for the Navajos and the white traders.

CHINLE DRAINAGE SYSTEM.

The 4,790 square miles of the Navajo Reservation included in the Chinle drainage area comprises a region intimately associated with the life of the Navajo race and with the history of the prehistoric populations of the plateau province. Cliff ruins are found in nearly all the canyoned tributaries and traces of ancient irrigated fields are distributed far and wide through the valleys. Following the cliff dweller and the Hopi, the Navajo has occupied the favorable spots within the Chinle basin and practiced agriculture by irrigation and dry farming, making use of his knowledge of fluctuation in stream flow. The main Chinle is ephemeral in its flow from its head, 6 miles northwest of Ganado, to Chinle, a distance of 38 miles. From Chinle to the mouth of Tyende Creek the stream is ephemeral or in rare years intermittent during the dry season, with the proportion of waterless bed much in excess of flowing stretches. Below the mouth of the Tyende the flow of the Chinle is permanent, except where obstructed for short distances by accumulations of wind-

[1] Measured by Lieut. H. C. Brown, October, 1892.

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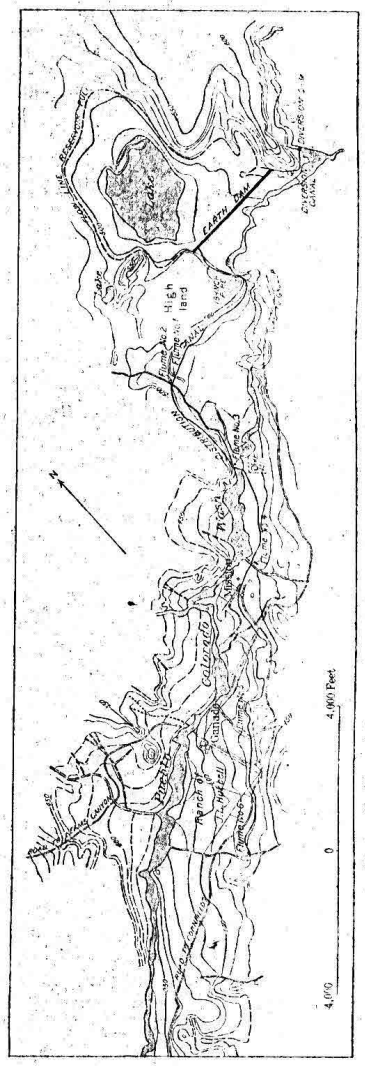
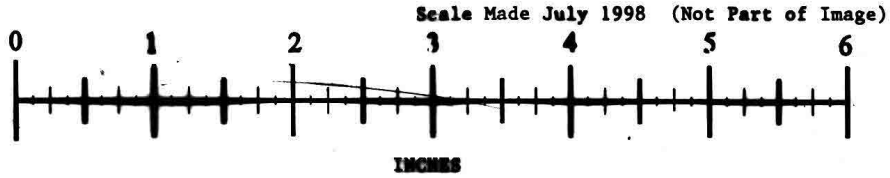


FIGURE 5.—Map of Ganado irrigation project. From maps furnished by Office of Indian Affairs.

1909, has a capacity of 1,300 acre-feet. At the time of my visits, in 1909 and 1911, the works were out of repair and had apparently been abandoned. In a report to the War Department in 1893 Lieut. W. C. Brown called attention to the fact that 10,000,000 gallons of water could be impounded on upper Wheatfields Creek by an earth dam 300 feet long and 20 feet high.

Ganado reservoir.—Ganado is a short distance below the mouth of the canyon portion of Pueblo Colorado Wash. The stream at this point is perennial, and extensive flats below consist of fertile soil well situated for irrigation. Three miles above Ganado is a natural lake which rarely becomes entirely dry. From time to time the waters of this lake, supplemented by flow from the Pueblo Colorado, have been utilized by means of low earth dams and distributing ditches constructed by the local trader, Mr. J. L. Hubbell. Since the water to be stored at this place is for the benefit of the Navajos my recommendation (report for 1909) was added to that of other Government officers that a suitable dam,



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headgate, and ditches be constructed according to plans outlined by Mr. H. F. Robinson, irrigation engineer, and it was gratifying to see this work near completion at my visit in 1913. (See fig. 5.)

The drainage area above the reservoir, comprising about 205 square miles, is in large part forested and grass covered. The storage basin is designed to hold 1,138 acre-feet of water, which, on the assumption of a duty of water of 2.5 feet, is sufficient to irrigate 1,775 acres of tilled land with each filling of the reservoir. By storing the water at low stages of the creek the difficulties arising from deposits of silt are largely eliminated. The system is capable of expansion, and Mr. Robinson has devised plans for disposing of a large part of the silt if it should be found desirable to utilize flood waters. The estimated cost of the Ganado project is $35 an acre.

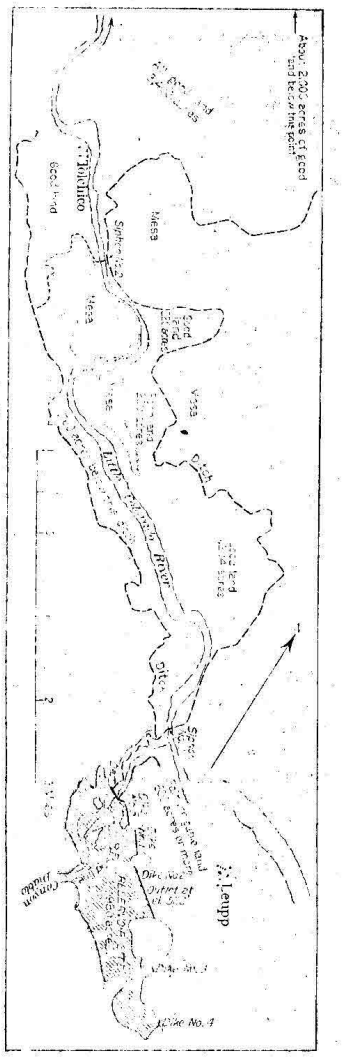


FIGURE 6.—Map of project irrigation works at Leupp, Ariz.

PROJECT AWAITING DEVELOPMENT.

Leupp reservoir.—The impracticability of utilizing the flood waters of the Little Colorado for irrigation at Leupp has led to a study of a scheme whereby the flood water of Canyon Diablo and tributary streams, draining an area of about



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deposited by the wind. Lakes are accordingly strung along these canyons at irregular intervals. These water bodies are narrow, attain lengths of 30 to 200 feet and in general are clear, fresh, and bordered by zones of reeds and water grass. About one half of the 10 or 15 lakes observed are perennial; the others become marshy or playas during the dry months. The largest of the group is Red Lake, two partly detached bodies of brackish water about one-half mile in total length, whose volume and area varies widely with the seasons.

EPHEMERAL LAKES.

Numerous depressions floored by adobe or sand and cut off from drainage lines by deposits of sediment from tributary washes or by sand dunes are to be found along the borders of the larger valleys. These hollows contain shallow water bodies for periods ranging from a few days to six or seven months in each year. The water is often turbid from stirring of the bottom by waves and in places is brackish or alkaline. Several such "dry lakes" are found in the Chinle Valley, the largest of which, Bekihatso, has been known to hold water throughout the summer months. Beds of ephemeral lakes were also noted along the southern edge of Black Mesa, within the Hopi Buttes, the Tusayan Washes, and the Chuska Valley provinces; and the glistening, burning floors of three ephemeral lakes in the Little Colorado Valley were crossed during the early summer of 1913.

OTHER LAKES.

Three lakes on Dutton Plateau and nine lakes on the Chaco Plateau were found to contain water during the driest part of 1911. The floors of these lakes are formed by shales of the Cretaceous period and their waters are confined by widespread deposits of silt and sand in the form of low-grade fans, which change in position from year to year. Two small ponds of the same nature were seen on Black Mesa and one on the Shato Plateau.

UTILIZATION OF LAKES.

As reservoirs for irrigation the lakes of the Navajo country have little value. They are too low set for use on lands in the immediate vicinity, and their volume of water is too small to justify the expense of transportation by ditches. Moreover, the lakes on the Chuska Mountains are at too great an altitude (9,000 feet) to be used for crops requiring a long growing season. They, however, furnish sites for the construction of storage reservoirs. The basin is ready prepared, and an increase in the amount of water impounded may be obtained by constructing a suitable dam. Two

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storage reservoirs constructed by the Government—Red Lake and Ganado—make use of natural lakes. Bekihatso Lake and an ephemeral lake bed about 6 miles northwest of Sunrise Springs, and two of the Seven Lakes group on Chaco Plateau, are worthy of study with irrigation in view. At the present time the lakes of all types are utilized for stock watering, and from several of them greater permanence and increased volume could be obtained by means of inexpensive dams—a method employed by cattlemen on the lands adjoining the reservation.

WATER HOLES IN THE WASHES.

Rock-floored channels are in a number of places marked by pot-holes and cavities produced by widening of joints and by solution. They are particularly likely to be found immediately above and below dry waterfalls. In some of these pockets water remains throughout the year and constitutes a reliable supply in an otherwise desert stretch. Water from such rock holes was used by my party at Agathla, at Keams copper mines, at the north base of Dutton Plateau, on Defiance Plateau, at Grand Falls, and at a few other places. After floods in the washes pools of water remain for weeks and sometimes throughout the year. Such water holes are distributed along the dry bed of the Little Colorado, where their preservation is due to scour, which forms a depression below the water table. Depressions floored with a film of silt or adobe, which prevents percolation, may likewise hold remnants of a flood for long periods. Abandoned high-level meanders in adobe flood plains observed along the Chinle, the Dinnebito, and Steamboat washes were found to contain water even during the dry season. These supplies are not, however, to be relied upon, for their position and permanence may vary widely during the season.

DIRECT UTILIZATION OF RAINFALL.

GENERAL CONDITIONS.

In parts of the reservation where surface water and springs are absent and where wells are too expensive to justify construction supplies for domestic use and for small flocks may be obtained by storing rain water. Cisterns for travelers and for teams might be constructed on the long roads which must be traversed on entering the reservation and in going from place to place across it; and the amount of water available at stores, missionary settlements, and Government headquarters might be increased by similar means.

Collected rain is particularly desirable where the present water supply, though sufficient in amount and available for stock, is unsuited

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55		2½ miles east of Hashldito Spring	do			
56		3 miles northwest of Chuska Peak				Several springs at elevation of 9,200 feet.
57		Along edge of Chuska Mountain				3 springs at elevation of 8,000 feet, reported by Lieut. Brown.
58		East base of Chuska Mountain, north of Washington Pass.				Several springs.
59		Top of Beautiful Mountain				
60		Middle northwest side of Beautiful Mountain				
61		Northeast base of Roof Butte				
62		In canyon 5 miles north of View Point				
63	Rock Springs	Sampson's store	Contact of shale and sandstone of Mesaverde formation.	2		Developed artificially by tunneling.
64		East side of Black Creek Valley, 3 miles southeast of Fort Defiance.	Contact of alluvium and sandstone		Fair	
65		In canyon 4½ miles northwest of Manuelito railroad station.				
66	Tunnel Spring	3 miles northeast of Fort Defiance	Wingate sandstone		Good	In natural tunnel in Wingate sandstone.
67	Buell Park Spring	Buell Park	Bubbling spring in alluvium	1	do	Issues from an area of swamp.
68	Hunter Point	Black Creek near Hunter Point	Contact of alluvium and shale	2	do	Fluctuates greatly in volume.
69		On road at Red Lake (north of Fort Defiance)		.3		Tastes strongly of lime.
70	Tanner Spring	Lower Wide Ruin Wash	Sand dunes over Chinle formation	10	Good	Used for irrigation; perennial.
71	Oak Spring	Black Creek Valley	Contact of alluvium and bedrock; also from bedding planes in Moenkopi formation.		do	
72	St. Michaels	St. Michaels	Contact of alluvium and bedrock	.5–2	do	Several springs distributed along shallow arroyos; perennial.
73	Todacheene	5 miles southwest of Cross Canyon	Alluvium and eolian deposits	.07	Fair	Perennial.
74	Lizard Spring	6 miles north of Ganado	Contact of shale and limestone of Chinle formation.	1	Alkaline	
75	Seepage Spring	Between Ganado and Fluted Rock	Contact of alluvium and sandstone	1	Good	
76	Sonsela springs	Sonsela Buttes	Contact of lava and Chinle formation	.5–2	do	5 or 6 springs emerge from beneath the lava; perennial.
77		West side of Black Creek Valley, 4 miles southwest of Hunter Point.	Alluvium concealing joints and bedding planes in rock.		do	
78		3 miles southeast of Cornfields School	Landslide debris from Chinle formation.	1	Alkaline	
79		Bonito Canyon	Alluvial gravels and joints in Moenkopi formation.		Good	Supplies Fort Defiance.
80		Quartzite Canyon	Alluvium overlying rock; in joints in quartzite and in sandstone of the Moenkopi formation.		do	A large number of springs and seeps forming a brook.
81		Fluted Rock	Contact of alluvium and bedrock	.5–1	do	3 springs, 1 north, 1 east, and 1 south of Butte.
82		3 miles west of Fort Defiance sawmill	Contact of alluvium and sandstone	.7	do	
83		On Ganado trail, 9 miles west of Fluted Rock	Contact of alluvium and sandstone; also from joints in sandstone.	.5–1	do	Several springs in adjoining arroyos supply short stream.
84		On Chinle-Fort Defiance road, between sawmill and Chinle.	Alluvium over sandstone	2	Fair	Several seeps and small springs at head of drainage; perennial.
85		Upper Canyon de Chelly	Contact of Shinarump conglomerate and De Chelly sandstone.	.10–3	Excellent	Springs are distributed along the canyon at this horizon.
86		2 miles west of Tanner spring		.8		

NOTE.—Chuska Mountains, 57–62; Manuelito Plateau, 63–65; Black Creek Valley, 66–69; Defiance Plateau, 70–86.

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Records of springs in the Navajo and Hopi reservations—Continued.

No.	Name.	Location.	Source.	Estimated flow (gallons per minute).	Quality.	Remarks.
87		1½ miles west of Wide Ruin store		7		
88		Old sawmill west of Fort Defiance				
89		On Canado trail, 5½ miles west of Fluted Rock				2 springs.
90		Head of Nazlini Creek				Do.
91		Head of Monument Canyon				
92		On Chinle and Fort Defiance road, 14 miles southeast of Chinle School.	Contact of alluvium and bedrock	1–3		Several springs at head of shallow canyon.
93		2 miles northeast of Round Rock (Tsenakani)		.6		
94	Greasewood Spring	16 miles southwest of Sunrise Springs	Seep from dunes	.05	Excellent	Water held in artificial excavation in rock.
95	Sunrise Springs	11 miles southwest of Canado	Tertiary sandstone and McElmo (?) formation.	.50	do	Developed by tunneling; perennial.
96	Tolokozh Spring	4 miles southwest of Mesa Ventana	Decomposed sandstone of McElmo formation.		Somewhat alkaline.	
97	Malto Spring	12 miles northwest of Chinle School	Alluvium and cross-bedding planes in Navajo sandstone.	3	Good	
98	Alamo Spring	15 miles northwest of Chinle school	do	4	do	
99	Hashlditto Spring	Three-fourths mile north of Los Gigantes Buttes.	Shales of Chinle formation	2	Alkaline	
100	Trout Spring	2 miles southeast of Lohali				
101	Shato Spring	1½ miles northeast of Trout Spring				
102	Sand Cone Spring	Chinle Valley, 11 miles north of Chinle School				
103	Setsiltso	West side of Chinle Valley, 16 miles northwest of Round Rock store.	Sandstone of La Plata group			8 springs reported by Lieut. Gatewits, 1892.
104		Head of Beautiful Valley	Alluvium over rock	.60	Poor	
105		Chinle Valley, 7 miles northwest of Chinle School.				Lieut. Sapse reports no water (1893).
106		West side of Chinle Wash	Alcove in Navajo sandstone	(?)	Excellent	Many such places of fruit enough water for one family and limited stock.
107		5 miles southeast of Bitsibuttos Butte	Junction of cross-bedding lamina in sandstone.	.05	do	
108		2 miles west of Bitsibuttos Butte	Red shales of McElmo formation	1	Strongly alkaline	
109		Cliff house in lower Chinle Wash	Joints in bedding planes in Navajo sandstone.	15	Excellent	
110		6 miles southeast of Chalsitla	Joints in sandstone of La Plata group	.05	do	Reduced to a seep in dry seasons.
111		East side of Sahotsoldbeahe Canyon, 10 miles southwest of Mexican Water.	Cross-bedding laminæ in sandstone of La Plata group.	2	do	Group of several springs.

NOTE.—Defiance Plateau, 39–46; Chinle and Pueblo Colorado Valleys, 94–114.

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In the Leroux and Cottonwood washes ample supplies for cattle ranches are obtained from the alluvial fill at depths usually less than 30 feet. At the Wallace, Donahue, and Hennessy ranch, near Adamana, driven wells are used, and I am informed by Mr. Hennessy that the "first water," struck at about 17 feet, is in general alkaline; that at 30 feet it is slightly salty, but at depths between 40 and 50 feet pure water is obtained. In this area "salt wells," "alkali," and "fresh" wells occur at distances less than one-half mile apart.

A well at the Tohachi Mission, sunk 45 feet into the gravels of the upper valley floor at the base of Chuska Mountain, contains 8 feet of water even during the dry season.

In Wide Ruin Wash the only unfailing supply of water between Tanner Spring and Wide Ruin is obtained from a well dug in an alluvial terrace. This well is curbed with timber and reaches a depth of 37 feet, including 5 feet of water. Three wells in similar locations, and yielding satisfactory supplies, have been dug at Ganado to depths 14 to 20 feet. Water is also obtained in the Oraibi Wash at depths between 5 and 30 feet, in the Black Creek Valley at depths usually less than 10 feet. At the Cornfields School, below Ganado, it was found necessary to pass through 56 feet of sands and gravels before a stratum was discovered which yielded sufficient water to supply the local needs.

Water from the highlands tributary to a wash is poured out over the long alluvial slopes and makes its way both on the surface and underground toward the axis of the main wash. Part of the amount remaining, after the run-off and evaporation have taken their toll, approaches the surface or actually emerges as springs or seeps on the flat central floor of the wash. Generally speaking, the depth to water increases as the alluvial slopes are ascended, for, as shown by Meinzer,[1] although the water table slopes upward in the direction of the mouths of contributory canyons, whence the principal supplies of water are derived, the surface of the ground also slopes upward, and usually at a more rapid rate. Water is, therefore, likely to be found at the least depth near the main channels of a wash, and it seems desirable to select well sites on the borders of the wash above the reach of the highest floods. Chances for success are improved by the selection of a site near the junction of a tributary wash with the main channel.

WELLS IN HIGH VALLEYS.

Unlike the deeply filled troughs of the large washes, many of the upper tributary valleys are thinly veneered with sediment, at the base of which, lying on bedrock, water may be found.

[1] Meinzer, O. E., U. S. Geol. Survey Water-Supply Paper 277, p. 36, 1911.

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Records of wells in the Navajo country—Continued.

No.	Topographic province.	Locality.	Topographic position.	Depth.	Depth to rock.	Depth to water.	Rock in which drilled.	Yield per minute.	Remarks.
				Feet.	*Feet.*	*Feet.*		*Gallons.*	
95	Chinle Valley	1 mile north of Ganado-Kearns Canyon road, Ariz.	Floor of valley	162	60	108	Chinle formation	1	Water rose 30 feet in well; water salty; windmill installed.
96	do	2 miles north of Ganado-Kearns Canyon road, Ariz.	do	160			do	Dry	
100	Pueblo Colorado Valley.	Ganado store, Ariz	Bank of wash	25		15±		Sufficient for ordinary purposes.	Two wells.
101	do	Ganado Mission, Ariz	do	20		14		Abundant	
102	do	Cornfields School, Ariz	Wash	50–73		50–54		10	3 other wells in this vicinity; water rose 15 feet in one drilled.
103	do	Greasewood Springs, 12 miles southwest of Cornfields, Ariz.	On border of wash	6–10		4–6			Several wells.
104	do	Lorain Wash, Ariz	Floor of wash	14–20		10–20			Many wells for cattle.
105	do	Short Branch, 10 miles north of Holbrook, Ariz.		15–20		10–20		Sufficient for 1,000 head of cattle.	2 wells.
119	Hopi Buttes	Indian Wells, Ariz	Bed of narrow wash	6–8	35			50	Three wells.
120	Tsegi Wash	9 miles south of Oraibi, Ariz	Floor of wash	65	60	35		5–8	Windmill installed.
121	do	3 miles southwest of Shongopovi, Ariz.	Edge of wash					Dry	
122	do	2 miles southeast of Mishongnovi, Ariz.	Floor of wash	117					Record missing. Windmill installed.
123	do	First Mesa Wash, 5 miles south of Walpi, Ariz.	do	88		60			Water somewhat polluted with alkali and sand in suspension.
124	do	First Mesa Wash, 31 miles east of Walpi, Ariz. (?).	do	48	44			Dry	
125	do	First Mesa Wash, 4 miles east of Walpi, Ariz. (?).	do	60	60	38		Large	Could be developed because of fine sand.
126	do	First Mesa Wash, 2 miles north of Keams Canyon, Ariz.	do	64	60	40			Could be developed because test is too near other wells.
127	do	Near "Five Houses," 3 miles southeast of Walpi, Ariz.	do	84	84	45		5–8	Abandoned.
128	do	"Five Houses," 5 miles southeast of Walpi, Ariz.	do	72+	72			Dry	
129	do	"Five Houses," Ariz	do	55	52			do	
130	do	First Mesa Wash, 8 miles south of Walpi, Ariz.	do						Record missing.
131	do	Oraibi Wash, 6 miles north of east of Monument Point, Ariz.	Flat, alluvial fan	72	72			do	
132	do	Oraibi Wash, 5 miles northeast of Monument Point, Ariz.	Alluvial fan					do	Do.

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Albuquerque, N. M., April 7 1915.

Mr. J. L. Hubbell,

Hotel Adams,

Phoenix, Arizona.

Dear Mr. Hubbell:

I am just in receipt of a letter from the Indian Office relative to your water rights, a copy of which is below.

I will prepare the things which they ask for, and I would ask you to make an affidavit as to the time you began to take out your ditchs when you first ran water in it, how many years it was in operation and if possible, what it cost you. Also size ditch was built.

The following is the substance of the letter:

"There is herewith returned the form of agreement forwarded to the Office with your letter of January 26, 1915, together with the form of agreement approved by this office and signed by Mr. J. L. Hubbell for the conveyance of his ditch and water rights to the United States in exchange for a reservoir right in the Canado Irrigation system, for an area of land equal to that which it appears that he has heretofore irrigated by direct diversion, together with a memorandum of March 6, 1915, setting forth the objections of the Department to the proposed agreement.

It appears necessary that you have prepared and forwarded a map drawn to scale, showing the location of the ditch with respect to other parts of the project and the land to be irrigated by it. You should report the dimensions of this ditch, its capacity, and all the general conditions which would have a bearing upon it or enable the Office to arrive at a close estimate of its value. It is desired that you state whether or not the use of this ditch and the acquisition of Mr. Hubbell's water rights, singly or together, would be necessary or of advantage to the United States in connection with the construction, operation and maintenance of the Canado project. It is believed that affidavits regarding the extent of use to which Mr. Hubbell has put water should be furnished, in order that the points raised by the Department may be explained."

I have asked Mr. Perry to make an affidavit as to his knowlege of the

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Work done by you, and the time you diverted water etc. he having knowledge of the facts while Superintendent in charge of the Navajo Reservation.

If you think that there is any one else who could make an affidavit to the facts, or any part of them, you might have them make it.

If you ever made any filings with the Territory or the County to show your rights to take water, a certified copy of the record might be of value.

Please attend to this as soon as possible so I may get my reply in to the Office.

I have just returned from Canado, and find that the construction work on the project is progressing finely.

Very truly,

Superintendent of Irrigation.

P. S. If you expect to return home soon, it might be wise for you to come here and see that the necessary claims and affidavits to support your contentions are prepared and sent in.

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UNITED STATES GOVERNMENT

memorandum

DATE: November 7, 1978

REPLY TO ATTN OF: Steven L. Hernandez, Attorney/Paralegal Specialist

SUBJECT: Registration of National Park Service Water Rights under the Arizona Water Rights Registration Act - Date: June 24, 1978

TO: Garland Moore, Hydraulic Engineer, Division of Maintenance, SWR

I. FACTS:

The National Park Service (hereinafter NPS) operates the following areas in Arizona which utilize water in one form or another.

a. Wupatki National Monument, Heiser Spring Diversion, Wupatki Spring Diversion.

b. Wupatki National Monument, Headquarters Well and Water System.

c. Wupatki National Monument, Citadel Ruin.

d. Sunset Crater National Monument.

e. Hubbell Trading Post.

f. Navajo National Monument, Well Betatakin Ruins Area Water System.

g. Canyon de Chelly, Headquarters Water System.

II. APPLICABLE LAW:

The Arizona Legislature passed the Arizona Water Rights Registration Act to become effective on August 9, 1974 in an effort to register any claims a present user of water had before June 12, 1919. More specifically, Arizona Revised Stat. Ann. § 45-181 states:

A. All persons using or claiming the right to withdraw or divert and make beneficial use of public waters of the state, except as provided in subsection B, shall file with the department not later than June 30, 1978* a statement of claim for each water right asserted on a form provided by the department. The filing by any person on behalf of its members or users shall constitute the required filing of the individual users under this section.

B. The requirement of the filing of a statement of claim shall not apply to any water rights issued pursuant to a permit or certificate issued by the department or its predecessors to rights acquired to the use of the mainstream waters of



*amended by legislation in June 1978 extending the filing date to June 30, 1979.

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the Colorado River or to rights acquired or validated by contract with the United States of America, court decree or other adjudication.

In defining the word person, Arizona Revised Statute Annotated (hereinafter A.R.S.) § 45-180 (2) states in pertinent part:

> Person means . . . and the United States of America when claiming water rights established under the laws of this state.

The act further goes on to define water in A.R.S. § 45-180 (3) as:

> "Public waters" or "water" means waters of all sources flowing in streams, canyons, ravines or other natural channels, whether perennial or intermittent, flood, waste, or surplus water, and of lakes, ponds, and springs on the surface.

III. DISCUSSION:

A. Upon examination of the water docket files for the NPS areas discussed above, there appears to be only one area that may need to be registered under the Arizona Water Rights Registration Act. This conclusion is based on the following:

To begin with, the statute specifically exempts the requirement of filing a Statement of Claim to any water rights issued by permit. Thus those permits contained in the NPS areas which date post 1919 are exempted.

The definition of water in A.R.S. § 45-180 (3) seems to apply to only surface waters. The definition of groundwater is contained in A.R.S. § 45-301 and states, "Ground water" means water under the surface of the earth regardless of the geologic structure in which it is standing or moving. It does not include water flowing in underground streams with ascertainable beds and banks."

The NPS areas which utilize wells and draw on underground water are also exempt from the registration statement. The only controversial NPS area with respect to registration is Hubbell Trading Post located in Ganado, Arizona (Apache County).

B. Hubbell Trading Post

1. Surface Water

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> Examination of the Water Rights Docket revealed that Hubbell and the United States entered into an agreement to convey the existing canals, ditches, flumes, etc. used in the delivery of water from the Rio Pueblo Colorado which had been used for irrigation purposes by Hubbell to the United States. (See Exhibit A)

The conveyance, which was entered into on May 31, 1913, contained the following language in reference to the water right involved. It states in pertinent part:

> ... and the said Hubbell has heretofore built a canal or water ditch having its headgate on the south bank of the Rio Pueblo Colorado, at a point approximately 2¼ miles distant in a northerly and easterly direction from said land and running thence in a general southerly and westerly direction about 2½ miles, for the purposes of irrigating said land, and has irrigated said land for several seasons and has acquired for said irrigation water rights under the laws of Arizona, and ... (emphasis added).

As can be seen from the above language, Hubbell was in fact conveying away the water right and all existing structures used in the delivery of water from the Rio Pueblo Colorado. He specifically states that the water right was acquired under the laws of Arizona and that he had been irrigating for several seasons. As mentioned previously, the Arizona Water Rights Registration Act seeks to register those uses of water prior to June 12, 1919 that were acquired pursuant to state law. Based on these facts, it would appear that the United States should file the Hubbell claim.

One of the purposes of the Registration Act is to establish priorities based on when the user first appropriated the water. There are no records in the Water Rights Docket as to when Hubbell first started to divert water outside of the language above which mentions that he "has irrigated said land for several seasons". In an effort to pin down an exact date of priority, I spoke to Chuck Vergith of the Arizona State Land Department, Water Rights Section by telephone on October 4, 1978. After giving him the tract of land named in the conveyance and the name of the claimant as J. L. Hubbell, he informed me that they had no record of any water right registered by Hubbell or any water right associated with the particular piece of land involved. He suggested that I research the county records to see if Hubbell filed in the County Recorder's Office for Ganado County which is located in St. Johns, Arizona.

In 1893, the Arizona Legislative Assembly passed an act "Relating to the Appropriation of Water and the Construction and Maintenance of

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Reservoirs, Dams and Canals". (See Exhibit B) The Act basically outlined how one went about appropriating water. The Act in pertinent parts reads as follows:

> That any person ... shall have the right to appropriate any of the unappropriated waters or the surplus of flood waters in this Territory ... shall have the right to construct and maintain reservoirs, dams, canals, ditches, flumes and any and all other necessary water ways. And the person ... first appropriating water for the purposes herein mentioned shall always have the better right to the same.
>
> ... Every person ... who shall desire to appropriate any of the waters of this Territory ... shall first post at the place of diversion on the stream or streams ... a notice of his ... appropriation of the amount of water ... and that they intend to build and maintain a dam at a certain place, in said notice ... a copy of which shall be filed and recorded in the office of the County Recorder in which said dam, reservoir and canal is contemplated to be constructed, and if said canal runs through more than one County, then such notices shall be filed and recorded in each County through which said canal is to be constructed and a copy of said notice shall also be filed and recorded in the office of the Secretary of the Territory ...

Pursuant to the Act then, Hubbell in order to perfect his water right had to post a notice at the point of diversion and also file notice with the County Recorder in St. Johns which was and still is the location of the County Recorder for the trading post area. On October 12th and 13th of 1978, I conducted a search of records at St. Johns to try and find Hubbell's notice to appropriate water.

The first book that was examined was the "Index to Notices of Water Locations" for Apache County. There was no record of any filings made by any person named Hubbell. Next I researched the book entitled "Notices Water Locations No. 1" which contained all notices of claims to water from September 5, 1907 to January 13, 1930. There was still no mention of any water right recorded by Hubbell. Hoping that there might have been an error in recording, I also examined the "Notices Water Location #2" which contained notices from October 15, 1931 to April 30, 1951 and the "Application for Water Right #1" but was still unable to find any notice made by Hubbell. Since 1907 was the earliest date for any water right registered, there is the possibility that another book did or does exist which has earlier claims. However, it does not appear to be at St. Johns. This does not eliminate the possibility that he did attempt to register the notice but for some error it was not properly done.

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One avenue of research left to pursue is that there may be a record of the appropriation filed with the Secretary of the Territory which at the time was located at Prescott, Arizona, which would verify Hubbell's claim. The fact that Hubbell was a Sheriff of Apache County, later served on the Territorial Council and then was a State Senator would indicate that Hubbell was an educated man who realized the importance of complying with state laws, especially when it comes to water. It is very possible that he only recorded with the Secretary of the Territory.

In trying to determine at what date Hubbell first diverted water to irrigate, I made an examination of the Hubbell Archives currently at the University of Arizona. Box #529 contains most of the legal documents surrounding the trading post. An examination of this box disclosed a copy of affidavits which accompanied Hubbell's application for Homestead. (See Exhibit C) The affidavit of Mathew Howell describes the irrigation system that Hubbell built and makes note that the "irrigation system has been gradually developed during the last five years". The affidavits are dated April 1908 thus making the date of construction of the irrigation system sometime in 1903. This 1903 date should be the date we use to file with the Arizona State Land Department.

In an interview with Mrs. Roman Dorothy Hubbell taken by NPS employee Dave Brugge, Mrs. Hubbell recalls that Mr. Hubbell built the first dam and three miles of ditches and flumes, (see Exhibit D, page 33), but no mention is made of the exact date. The existence of the irrigation system is also evidenced in a book called The Navajo Country by Herbert E. Gregory, but again no date is given. (See Exhibit E) One other piece of evidence is a photograph at Hubbell Trading Post ca. 1904 showing extensive terracing of fields for irrigation at Hubbell. (See index to photos, Exhibit F). This photo could prove that the irrigation system was built at least in time to irrigate the crops grown in 1904. In conclusion, the NPS should file with the state of Arizona a water right for Hubbell Trading Post c. 1903. (See attached form, Exhibit G).

2. Ground Water

The NPS started work on a water well in November of 1967 which was to be used for municipal water use. The well was completed in February of 1968 and subsequently the water from the well was leased to the NTUA under a special use permit. The issue here is whether the NPS should have filed any documents with the State of Arizona to declare its right to the groundwater.

Arizona Revised Statutes Annotated Section 45-322 provides

> "nothing in this article shall be construed to affect the right of any person to construct and operate an exempted well as defined in §45-301, nor to affect the right of any person to continue the use of water from existing irrigation wells."

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Section 45-301 defines exempted well as "a well or other works for the withdrawal of groundwater used for domestic stock watering, domestic water utility ... purposes ..."

The well at Hubbell is being used for municipal use thus it qualifies as an exempted well and need not be reported to the state. In conclusion, there is no need to file any data with the Arizona State Land Department. Not filing with the state is also the recommendation of the Field Solicitor's Office in Phoenix based on the Department of Interior's policy of not filing federal claims of water with the state when it need not be done.

Steven L. Hernandez

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→ Hubbell Trading Post files

SURFACE WATER ALTERNATIVE I: FEDERAL RESERVED RIGHT TO SUFFICIENT WATER FOR RESTORATION OF HUBBELL TRADING POST HISTORIC SITE IRRIGATION SYSTEMS

I: THE ELEMENTS OF THE CLAIM

Priority: August 28, 1965

Quantity: 363 acre feet per annum delivered at the farm headgate.

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court that I am aware of has ruled directly on this issue. The Department of Justice has fully considered the matter and, in a very full and scholarly appraisal, has found that purchase as well as withdrawal will support a federal reserved water right. See, Memorandum on Federal Reserved Water Rights, Theodore Olsen to Assistant Attorney General Carol Dinkins, May 7, 1982, p. 68-80; Compare "Opinion: Federal Water Rights of the National Park Service, Fish and Wildlife, Bureau of Reclamation and Bureau of Land Management (Solicitor Krulitz), 86 Interior Dec. 553 (1979); modified, "Memorandum of the Solicitor of the Department of the Interior (Solicitor Martz) 88 Interior Dec. 253 (1981), and repudiated by "Non-Reserved Water Rights--United States Compliance with State Law"(Solicitor Coldiron) 88 Interior Dec. 1055 (1981). Here, suffice it to say that, in terms of pre-requisite notice to subsequent appropriators under state law of a federal intent to withdraw water for its own uses, a federal act authorizing the purchase of private land serves as well as federal action changing the status of public land. See Cappaert v. United States, 426 U.S. 128, 96 S.CT. 2062 (1976).

As I see it, the important legal issue is not whether a Congressionally authorized purchase of private land can give rise to a federal reserved water right but whether the particular documents authorizing the Hubbell Trading Post purchase meet the tests required to find an implied federal reservation of water for agricultural purposes. Relatively recent case law shows that federal retention (or acquisition, as here) of land for a particular purpose begins, but by no means ends, the inquiry as to whether the federal government has reserved water in any

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particular transaction.

To find an implied reservation of water, a court must find the precise federal purpose to be served by the acquisition of the Hubbell Trading Post. It must then decide that the purpose of that acquisition would be frustrated without water and, finally, determine the minimum quantity of water necessary to fulfill that purpose. United States v. Cappaert; United States v. New Mexico, 438 U.S. 696, 98 S. Ct. 3012 (1978); United States v. City and County of Denver 650 P.2 18-19 Colo. (1982).

To assess an NPS claim to sufficient reserved water to irrigate the historically irrigated 110 acres of the Hubbell Trading Post, the trier of fact in this adjudication will examine the specific documents authorizing purchase of the land in the context of general underlying legislation and subsequent specific administration. From that determination, he will determine the precise federal purposes to be served by that legislation and whether water is essential to its primary purpose. Finally, if he finds that water is required to meet that primary purpose, he will determine the minimum quantity necessary to do so.

Thus, this reserved right inquiry will begin with an examination of the particular documents authorizing the Hubbell Trading Post purchase. The formal documents are at best opaque. The Act itself authorizes the purchase of "the site and remaining structures of the Hubbell Trading Post at Ganado, Arizona...to preserve and protect the post and its invirons (sic) for the benefit and enjoyment of the public." Act of August 28, 1965, P.L. 89-148, 89th Congress, 1st Session; 79 Stat. 584 In this

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there is no mention of water on the basis of which a Court might infer a Congressional implied reservation of water. Compare Cappaert v. United States. From that failure to even mention water a court might conclude that the primary purpose of the purchase did not include water necessary to restore the irrigation systems. United States v. New Mexico.

On the other hand, the Act also explicitly recognizes the relationship of water rights to the purchase when it provides for a right of first refusal in the Navajo Indian Tribe for purchased land and water rights "in excess of that amount...reasonably required to carry out the purposes of this Act." 79 Stat. 584. With respect to federal reserved water rights arising from the purchase, two aspects of these provisions require noting. First, the Act limits applicable water rights to those required by the purposes of the Act, an obvious tautology when it comes to deciding the purpose of water in the scheme of the Act.

Second, and more important, the Act's reference to water clearly refer to rights acquired through the authorized purchase and not those independently reserved under Federal law. To that extent, the Act's reference to purchased water rights negates the implication of Federal reserved rights. On balance, the Act's explicit treatment of water won't help much to establish an implied reservation of irrigation water for the Hubbell Trading Post.

That leaves what little formal legislative history that exists to fill out the gaps left in the ambiguities of the Act itself. During the 1965 Committee on Interior and Insular Affairs hearings concerning the establishment of the Hubbell Trading

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Post, testimony indicated that "arrangements should be worked out to have it (the Post) operated along the lines that were in effect when it was an active post." Draft Statement for Management, Hubbell Trading Post National Historic Site, February, 1985, p. 3.In context, it's not clear that this referred to anything more than the re-establishment, under Park Service auspices, of the old trading relationships between Indians and outsiders that characterized the Post when it was privately operated by the Hubbell family.

But Charles S. Peterson's 1983 Hubbell Trading Post Farmlands History: Part One and 1985 Hubbell Farmlands Historical Study make a convincing case for the proposition that the agricultural component of the Post operation was an integral part of the trading operation both in terms of the freighting necessary to the transportation of Post goods and to the fodder exchange with local Navajo graziers. Peterson's analysis supports the idea that the primary purpose of the Hubbell Trading Post acquisition included restoration of the irrigated farming as an integral part of the historic Post operation.

The Committee reports recommending enactment of what became 79 Stat. 584 lend some support to the broad Peterson view. The June 30, 1965 report from the Committee on Interior and Insular Affairs states that the purpose of the legislation "is to authorize the acquisition of the Hubbell Trading Post, Arizona, including its valuable collection of Indian art and ethnological materials, and to provide for its administration by the Secretary of the Interior as a national historic side (sic)." The general

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description does not mention water; the quoted passage from the "National Survey of Historic Sites and Buildings" restricts itself to the barns, houses and utility buildings on the site. But the Committee does go on to recommend the bill "particularly if arrangements can be worked out to have it operated along lines close to those that were in effect when it was an active post." House of Representatives, Report No. 566, 89th Congress, 1st Session, adopted June 30, 1965, p. 2-3. In the context of the Peterson analysis, this language suggests that Congress intended restoration of the agricultural component of the Hubbell Trading Post as one of those "lines" "in effect when it was an active post." The companion Senate Report No. 580, adopted August 12, 1965, repeats the same language verbatim. Senate Report No. 580, 89th Congress, 1st Session, adopted August 12, 1965.

In addition, National Park Service administrators, charged with managing the Hubbell Post, interpreted Congress's charge to them to include restoration of the then partially abandoned Post irrigation system. See A Master Plan for Hubbell Trading Post National Historic Site (April, 1969) p. 4, 11, 13, 15, 22. Draft, Statement for Management, Hubbell Trading Post National Historic Site (February, 1985) p. 7,12,13,16,17, 24, 25, 30-31, 37, 39; Development Concept Plan, Hubbell Trading Post National Historic Site,(August, 1980) p. 6,22,25,35, 51, 53; Assessment of Alternatives for Development Concept Plan (March 1979) 9, 28-30,33, 45-46, 66-72, 91, 94-95. While this administrative construction of Congressional authorization is not determinative, it does suggest that contemporaneous practices indicated that water was understood to be a primary part of the Hubbell plan in

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Congress's mind.

Finally, the underlying legislation, on which the Act authorizing the purchase of the Hubbell site was based, itself explicitly allowed what the Hubbell Act itself only implied. The 1935 Historic Sites Act specifically empowers the National Park Service to "restore, reconstruct, rehabilitate, preserve and maintain" sites like the Post. 16 USCA sec. 462 (f) Clearly the first three activities are broad enough to include the re-establishment of historical irrigation at Hubbell using federal reserved water.

There are, however, two problems with this general statutory gloss on the specific Hubbell problem. First, even though Hubbell is an "historic site" and was acquired under the terms of 16 USCA sec. 1460, the Congressional act specifically authorizing the purchase says that the property acquired (the Hubbell Trading Post) will be administered under the terms of the general 1916 Park Service Act rather than the more specific terms of the 1935 Historic Site Act. 79 Stat. 584, sec. 2. This problem is more apparent than real because the general provisions of the 1916 Act are as broad, although not as specific, as the terms of the 1935 Act covering "reconstruction."

The use of "underlying" legislation to spell out ambiguities in specific legislation creates a second legal problem that relates specifically to federal reserved water rights and the finding of a "primary" purpose necessary to create them. Some courts have held that, in looking for the federal "purpose" for establishing a historic site or monument, a court must "look to

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the purposes which the monument (or park or site) was established, not to the purposes for which national parks were established, in determining the necessity for reserved water rigts." United States v. City and County of Denver, 656 P.2 at 27. If that rule of construction is applied to this case, then the NPS cannot use either the 1916 or 1935 general Park Service Acts to fill out ambiguous gaps in the 1965 Act authorizing purchase of the Hubbell Trading Post.

Of course, that would leave only the 1965 Act as the basis for a claim to a reserved water right for sufficient water to irrigate the historically irrigated Post lands with a 1965 priority.

With respect to the other element of a water right, its quantity, I have estimated the duty for growing alfalfa at the Ganado site using data from Blaney and Hanson, Consumptive Use and Water Requirements in New Mexico, Technical Report No. 32, New Mexico State Engineer, Santa Fe, New Mexico. The 3.3 acre feet a year I have assigned is based on a cropping pattern devoted exclusively to alfalfa, a relatively high consumer of water. Peterson's work demonstrates that irrigated farming at Hubbell was devoted fairly exclusively to alfalfa production. That historical fact justifies my use of this cropping pattern to figure duty. Note, however, that the duty I use is based on New Mexico data for similar elevations (6,300 feet asl) and also is figured at the farm headgate. In New Mexico at least that duty would be increased by whatever carriage losses would be incurred by delivering the water to the farm headgate and by a factor adjusting for farm efficiency. (In the Ganado situation the

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Peterson report indicates high carriage losses and low irrigation efficiencies, both of which would add to the duty I have selected.)

III: ASSESSMENT

If the NPS elects to pursue this alternative, then the claim will require further pre-trial research in two areas. First, the legislative history of the 1965 Act can be bolstered to substantiate the assertion that one of its primary purposes was to secure sufficient water, independent of Arizona state law, to operate the Post's historic irrigated farming. In particular, the record of the testimony on the 1965 Hubbell Trading Post bill before the House Committee on Interior and Insular Affairs committee needs to be studied. In addition, the National Archives may need to be scanned in order to find whatever other information there may be to explain Congress's intent about water for the Post.

If the NPS pursues this theory, it might also do some more sophisticated calculation to figure the actual duty of water for alfalfa at the Ganado site. The Peterson report indicates that the Hubbells got three and sometimes four cuttings of alfalfa from their fields per year. The New Mexico data I have transposed from similar elevations in New Mexico in order to calculate the duty is based on alfalfa production that yields usually two, and never more than three, cuttings per year. In other words, the Ganado alfalfa experience appears different than the New Mexico one at a similar elevation. If that's so, then Ganado should have

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a higher duty th the one I've used.

In deciding what to make of the 1965 reserved water right theory for the Post, please note that the theory is one of many alternatives. As such, the theory shares elements of theories presented below based either on the Arizona state law of prior appropriation or on the private purchase by the United States of a share in the 1868 Navajo Tribe reserved right. But, despite those common elements, this theory stands on its own, quite distinct legal basis. There's no reason why it cannot be claimed as one of many alternative basis for the Post's surface water rights. At some point in the adjudication it may become important to select one most promising alternative. For now, I would keep all avenues open.

Note also the advantages and disadvantages to this route. A 1965 priority to surface waters of the Little Colorado offers only a painfully recent claim to waters from that source. On the other hand, it appears that any priority junior to the 1868 creation of the Navajo Reservation will leave the entire flow of that stream system subject to a Winter's right call by the Indians. (See discussion of this issue under Alternative III below.) In that sense, any priority later than 1868, whether 1902, 1913 or 1965, would put the Post water right in the same relative position vis-a-vis the water source. In situations like that, any water right is better than no right but no priority is much better than any other priority. Thus a 1965 priority may leave the Post with as good a priority as it can in fact get to the water of the Little Colorado.

In addition, that 1965 priority would attach to a federal

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water right that would not be subject to the Arizona state law of abandonment and forfeiture. See, e.g. United States v. City and County of Denver, 656 P. 2 at 34-35; United States v. California, 332 U.S. 19, 67 S.Ct. 1658, 91 L.Ed. 1889 (1947). This aspect of the 1965 claim may prove particularly appealing given what appears to have been the gradual shrinking of the agricultural enterprise at the Post beginning with Lorenzo Hubbell's death in 1930 and also given the Post's current problems in securing water.

I recommend pursuing this as an alternative basis for the NPS claim to surface water rights at the Hubbell Trading Post National Historic Site.

SURFACE WATER ALTERNATIVE II: APPROPRIATED RIGHT UNDER ARIZONA STATE LAW SUBSEQUENTLY PURCHASED IN 1965 BY THE NATIONAL PARK SERVICE

I: THE ELEMENTS OF THE CLAIM:

Priority: 1902

Quantity: 363 acre feet per annum delivered at the farm headgate.

Water Source: Surface flows of the Little Colorado River delivered through the works of the Ganado irrigation Project or an alternative point of diversion.

II: LEGAL AND EVIDENTIARY BASIS:

This independant claim to water is grounded entirely on the Arizona state law of prior appropriation based on the application of water to beneficial use. The two Peterson reports provide all the documentary evidence necessary to support the claim.

That evidence supports an inference that J.L. Hubbell formed

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the specific intent to put 110 acres of his homestead under irrigation by 1902. Arizona state law recognizes the doctrine of relation back. State of Arizona v. State of California, 56 S.Ct. 848, 298 U.S. 558 (1936); ARS sec. 45-150. The doctrine dates the water right from the start of efforts to reclaim the land rather than the actual date of application of water to beneficial use so long as the start and the completion are reasonably related.

This raises two issues with respect to the Hubbell claim. The first is whether there is evidence suggesting that Hubbell began his efforts at irrigation at Ganado prior to 1902. Some of the Peterson data so suggests but I find no evidence in either of his reports which might push back the Hubbell priority to before either 1880 or 1868, the two critical Navajo Nation dates for Winter's rights claims to water the unappropriated.

Second, the relatively long period of time involved in establishing the full Hubbell irrigation system suggests that there might be different priorities for different acres within the 110 acres with a history of irrigation when water use at the Trading Post was at its maximum. See, e.g. ARS 45-254-C(5) which specifically requests this information. But since the Hubbell irrigation is under one ditch and in fairly contiguous tracts, I doubt that the State would consider assigning different priorities to different tracts at the Post.

I also doubt whether the State would challenge the duty of water that would attach to those tracts. The Peterson reports establish the cropping pattern at the site. There's not much debate about the consumptive use of alfalfa at that elevation.

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(See Surface Water Aletrnative I above.) At its most intensive use, irrigation at the Hubbell Trading Post entitled it under Arizona state law to the 363 acre feet claimed under this alternative.

Assuming, however, that water rights of that priority and in that quantity did vest under Arizona state law, there may be a problem as to whether they have been partially or totally abandoned or forfeited since. Like most prior appropriation states, Arizona requires the holder of a water right to either use it or lose it. ARS 45-131(c). Clearly, irrigation at the Hubbell Trading Post has declined since it reached its peak in the 1920s and 30s. Has the right to irrigate some of the 110 acres with a history of irrigation at the Post been lost?

Three factors are important here. First, since 1965 and the acquisition of the site by the NPS, it's arguable that water use at the Post has been exempt from the state law of continuous use as a matter of law. (See Alternative I above) The five years of non-use that Arizona law requires (See ARS sec.45-190) would have to have occurred prior to 1965. Second, even if part of the acreage once under irrigation at the Post had been out of irrigation for the requisite number of years, the Peterson report makes clear that in no five year period prior to 1965 and after 1910 had the whole system been out of irrigation. If Arizona is like New Mexico in this respect, the state will not enforce partial forfeitures of fully vested rights. Finally, even if some of the Post acres are open to challenge on the basis of demonstrable non-use, Arizona law recognizes certain legal excuses for non-use including "drought or other unavailability of

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water" [ARS sec. 45-190(e)(1)] and "any other reason that a court of comeptent jurisdiction deems wuld warrant non-use" [ARS sec. 45-190(e)(6)] If problems in delivery from the Ganado Irrigation Project can be shown, then this may provide the legal use that would explain any allegation of non-use that would reduce the State recognized priority and quantity that vested in the Post at the period of maximum historic use.

III: ASSESSMENT

Alternative II has the virtue of fitting into and coming under state law. Many federal claims to water are established under and controlled by state law. See United States v. City and County of Denver, supra. As such these federal claims threaten state administrators much less than do more esoteric claims to water based on a federal water law.

On the other hand, a Hubbell claim to surface water under State law will leave the NPS with a priority junior to and at the mercy of the senior federal reserved right in the United States as guardian of the Navajo tribe. In addition, reliance on state law leaves the Post exposed to the state law of abandoment and forfeiture, neither of which would be an issue if the Post's water rights depended exclusively on federal law.

SURFACE WATER ALTERNATIVE III: NATIONAL PARK SERVICE PURCHASE OF HUBBELL SITE, INCLUDING THEN APPURTENANT WATER RIGHTS, PLACED THE NPS ON PARITY WITH THE NAVAJO NATION'S WINTER'S RIGHTS TO THE SUFACE AND SUPPORTING FLOWS OF THE LITTLE COLORADO RIVER.

I: THE ELEMENTS OF THE CLAIM

Priority: 1868 or 1880

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Quantity: 400 acre feet a year delivered at the farm headgate.

Water Source: Surface flows of the Little Colorado River, including entire area drained by the river both within the boundaries of the 1868 Navajo reservation and the 1880 extension of it.

II: LEGAL AND EVIDENTIARY BASIS

This NPS/Hubbell claim focusses entirely on the 1913 agreement between Hubbell and the Department of the Interior in which Hubbell cashed in his water rights under Arizona law in exchange for a different right under Federal law. The transaction, the argument runs, transformed Hubbell's acquired rights under state law into a form of United State's water rights in his private hands. The agreement which created those special water rights in Hubbell also placed them on a legal parity with other Federal claims to Little Colorado water including the claims of the Navajo Reservation to water from the same source. Those special Hubbell rights became appurtenant to his 160 acre homestead and subject to purchase by his successors in interest. The Hubbell Trading Post National Historic Site succeeded to those rights by purchase.

Note that this argument involves no claim of an independent water right based exclusively on the NPS status as a federal agency. Instead, Hubbell created the right and the NPS simply bought it. Two steps are necessary to the argument. First,the 1913 agreement between Hubbell and the United States must have created the right. Second, that right must have been capable of transfer to the NPS as its current owner.

Case law, at least from the 9th circuit, indicates that the

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Department of Interior had the capacity to bargain away what otherwise may have justly belonged to the Navajo Tribe by virtue of the Winter's doctrine. United States v. Ahtanum Irrigation District, 236 F2 321, 334-335 (9th Circ., 1956) The Ahtanum decision found that the Yakima Tribe had a prior and paramount right, by virtue of its federally reserved and recognized Winter's right, to most of the flow of the Ahtanum Creek. But, the Court went on, the United States had granted away most of that right in a 1908 agreement with non-Indian irrigators using water from the common source.

The so-called 1908 "Code agreement" at the heart of the Ahtanum case bears a striking resemblance to the 1913 agreement between Hubbell and the Department of Interior even though the Ahtanum court thought that the 1908 agreement with whci it dealt was "practically without precedent" in the annals of Indian and non-Indian water rights. Ahtanum, 236 F2 at 331 and FN 13. For one, the two agreements both follow the Winter's decision, seem to be cognizant of it, and yet still contemporaneously allocate to non-Indians some of that Winter's right. The two agreements also are approved at the same Federal administrative level, that of the 1st Assistant Secretary of the Interior. Finally, both the Ahtanum and the Hubbell agreements deal with the same potential conflict between rights acquired under state law (the Hubbell and Ahtanum irrigation District rights) and rights under Federal law (the rights of the Navajo and Yakima Tribes respectively). All three similarities suggest that the Ahtanum rule would apply in the Hubbell situation.

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Indeed, in several ways the case for upholding the validity and effect of the 1913 Hubbell agreement is stronger than the case for the 1908 Code agreement whose validity and effect was upheld in Ahtanum. The 1908 Code agreement was laced with language suggesting that the division of waters there arrived at was a temporary solution only. Both parties to the 1913 Hubbell agreement clearly contemplated that the allocation of Little Colorado water arrived at there would be permanent.

In addition, the 1908 Code agreement allocated the water in the Ahtanum Creek with 75% going to non-Indians and 25% going to the Yakima Tribe. In that agreement there was no explicit mention of the relative priorites that might attach to that specific apportionment although the percentage division itself strongly implied that they would be simultaneous. In contrast, the 1913 Hubbell agreement exlicitly calls for a "proportionate share" for each of the parties. In the idiom of prior appropriation water law, pro rata sharing is the opposite of priority fixed water allocation. In that sense, the 1913 Hubbell agreement stated what the 1908 agreement implied: non-Indian water rights that attached to the Little Colorado through the Ganado irrigation Project would enjoy the same priority as Indian ones delivered from the same source and by the same means.

Finally, the subsequent response of Congress to the Executive branch's 1908 Ahtanum agreement was much different than the response to the 1913 Hubbell one. Ahtanum Irrigation District relates Congress's ambivalent response to water on the Yakima Reservation for the 20 years immediately after the 1908 agreement was signed. 236 F.2 at 332-334. So far as I am aware and the two

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Peterson reports relate, Congress never suggested any doubts about the 1913 Hubbell agreement.

All three comparisons suggest that the 1913 Hubbell agreement stands on firmer ground than the 1908 one the Court enforced in Athanum.

There is, however, at least one significant difference between the two agreements which reflects unfavorably on the 1913 Hubbell agreement when compared to the 1908 Ahtanum one. The 1908 agreement apparently applied to all the water in the creek and did not distinguish between base flow and flood flow or between primary water and flood water. The 1913 Hubbell agreement refers to the waters to be stored at the Ganado Reservoir and thence delivered to the Hubbell and Indian lands as "surplus and flood waters of the said stream."

If this were the only mention of water in the agreement it might be argued that the Hubbell rights attached only to water that reached the reservoir and not to Little Colorado water above it. But this particular language appears only in the agreement's introductory clauses and is not repeated in the body of the agreement itself. The agreement itself does not so limit the water rights granted to Hubbell but it does refer to "the right to sufficient water from said system" without further reference. If "system" is read to mean the proposed Ganado irrigation reservoir, then the rights conferred might be limited to those in the reservoir. If, however, this term did not indicate a limitation, then the 1913 Hubbell right would attach to the Little Colorado itself.

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That question is important in defining just what water rights the 1913 agreement created. However, it will be more fundamental in determining the priority of the right created by it. If the 1913 agreement attached to the full reach of the Little Colorado including the immense area of that stream's drainage basin within the boundaries of the original Navajo Reservation, then the priority of that right would have to be 1868, the date of the first Navajo reservation. If, on the other hand, the 1913 agreement attached only either to "surplus and flood waters" or to water reaching the Ganado reservation within the enlarged Navajo reservation, then the priority of the right created by the 1913 agreement would be 1880. As a practical matter an 1880 Hubbell claim to Little Colorado water would leave the Trading Post's water rights at the whim of the 1868 Navajo expanding Winter's claim to the same source. Only if the Hubbell Trading Post and the Navajo Nation share the same priority to waters from the Little Colorado will the Post's water supply be legally secure.

As I've indicated, the 1913 agreement is at best ambiguous and at worst harmful on that critical priority issue. Despite Peterson's masterful research, neither of his reports deals in depth with the 1913 agreement and what it meant to the various participants. The Department of Interior files in the National Archives may contain additional information on this point. I don't think they would be hard to locate. The length and breadth of archival documentation provided to the Ahtanum court gives some sense of what may be available. If the NPS is interested in pursuing this 1868 priority on the basis of the 1913 Hubbell

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agreement, then Peterson will have to be sent to Washington to search the archives further.

The final step in bringing the 1868 priority through the 1913 agreement and so to the NPS involves the 1965 purchase of the Hubbell Trading Post. The acquisition documents are full of language acknowledging that the NPS is acquiring land and appurtenant water rights. However, the documents do not define the rights. But Ninth Circuit cases make it clear that non-Indian successors to allotted Indian land can share in the reserved water right that originally attached to that land. United States v. Powers, 305 U.S. 527, 59 S.Ct. 344 (1939); United States v. Adair, 478 F. Supp. 336 (1979). In this case the NPS would argue that it was the non-Indian successor not to Indian allotted land but to Indian allotted water rights, namely the 1868 Navajo Nation Winter's Right "allotted" in 1913 to Hubbell and transfered in 1965 to the NPS.

III: ASSESSMENT

This approach finds most support in the opinions of the Ninth Circuit Court of Appeals. Outside of that federal district or the courts of a different jurisdiction, as for example here in the Arizona state courts, there's not much case law one way or the other on the issue of the transferability of Winter's rights to non-Indian, off-reservation claimants, as foe example the Hubbell Trading Post Historic Site. The claim would strike some courts as novel.

Making it would require further archival research into the 1913 agreement to shed more light on the nature and extent of

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water rights it intended to create. No historian would guarantee you the results of that further research. The NPS might be buying a pig in the poke by investing in further archival work.

But the Alternative III theory does offer the NPS its brightest shot at removing the pall that an 1868 Winter's right in the Navajo Nation would cast over any site development of water resources. And it does so not by challenging the underlying 1868 Navajo right but by supporting that Indian right and only suggesting that the Hubbell Trading Post Historic Site shares a small part of that right.

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HUTR

Chief, Division of Maintenance March 28, 1977

Hydraulic Engineer, Water Resources, OM

Hubbell Water Rights

Re: Daily Yellow dated February 11, 1977
Subject - No Effects Finding for Proposal to use Hubbell Farmland

Water used for irrigating the farmland should be limited to a maximum of 2½ acre feet per acre that is irrigated and not to exceed a maximum of 400 acre feet per year.

The above figure represents our water right to the Ganado Irrigation System to which Mr. Hubbell and the U.S. have an agreement to and which we acquired by purchase in 1967 when the park was established with a priority date of 1913.

Water Right is Real Property

cc
GMoore:jl:3/28/77

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11/20/61

Water Rights Appurtenant to Hubbell Trading Post
Ganado, Arizona

The following information was obtained by phone from Mr. George W. Wilcocks, Bureau of Indian Affairs:

1. Mr. Hubbell constructed a reservoir on his land in 1903 to provide water for 160 acres of land.

2. The Ganado Irrigation Project of the Bureau of Indian Affairs was authorized by the act of August 24, 1912 (37 Stat. 522).

3. The Ganado Project was to provide water for 707 acres, including the Hubbell land, land of the United Presbyterian Mission (Headquarters in New York City), and certain Indian lands in the Navajo Reservation at cost of $60,000. Construction was started in 1913.

4. Under contract of May 13, 1913, with the Secretary of the Interior, Mr. Hubbell conveyed his improvements and water rights to the United States in exchange for an interest in the Ganado Project under which:

   a. Hubbell is to pay his proportionate share of the cost of construction and annual operation and maintenance.

   b. Hubbell is to continue to obtain the water for 160 acres of land, subject to the availability of water.

5. There is not always adequate water for 707 acres, and the annual Hubbell quota is 160/707 of the available supply.

6. Floods in 1923 and 1931 damaged the reservoir and ditch system, and the cost of reconstruction has been reflected in subsequent annual water charges.

7. The Mission has defaulted on its payments at times, but I was not able to obtain information on the resulting effect on annual costs of the Indian Service and Mr. Hubbell.

8. Mr. Wilcocks has called for the Archives file, from which we may obtain copies of the contract of May 13, 1913, and other desirable records, but it will probably be several days before they are delivered.

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Conclusions

1. The water right situation is incorrectly described in both appraisals.

   a. There are no independent water rights appurtenant to the Trading Post.

   b. There is an appurtenant interest in the Canado Project, with interest in water, and obligation for participating costs.

2. The number of acres which should be valued as irrigable, depends on the number of acres which can be irrigated in dry and average years.

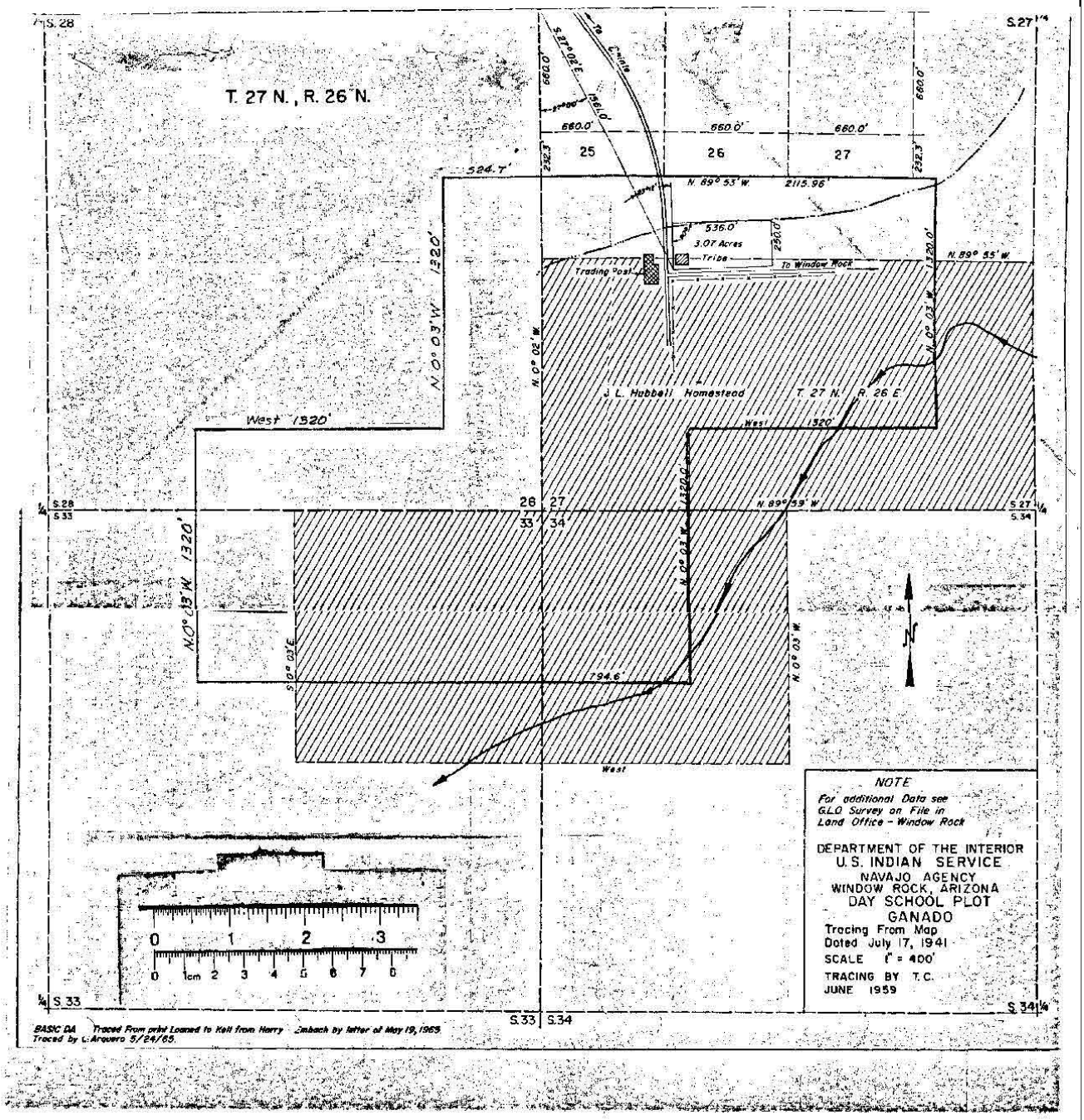
3. Value of irrigable land should not include a duplicating value of water rights. Instead, the value should be based on the profit from the highest type of crop, after including the annual project charges.

4. Neither appraiser has indicated how he arrived at his value of interests in water, and the widely different values cannot be correct.

A. van V. Dunn
Chief, Water Resources Section

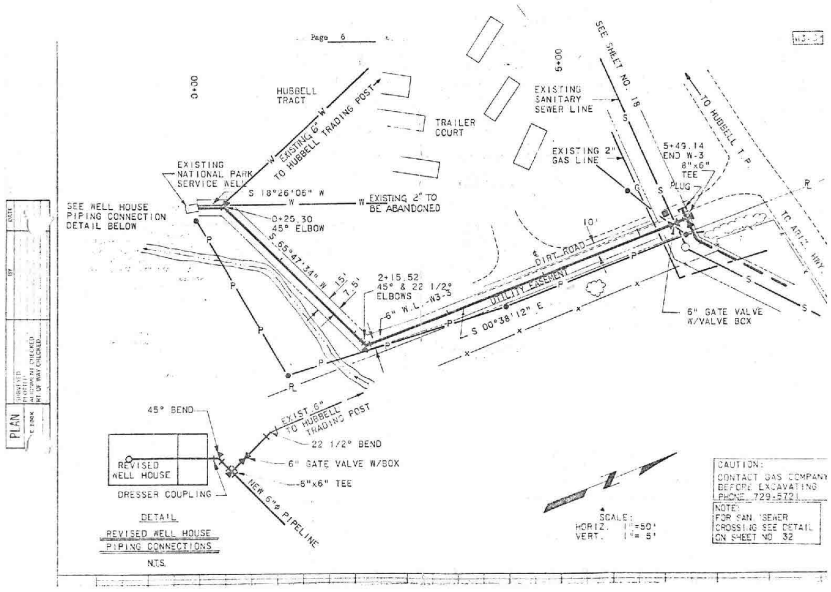
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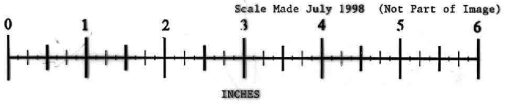


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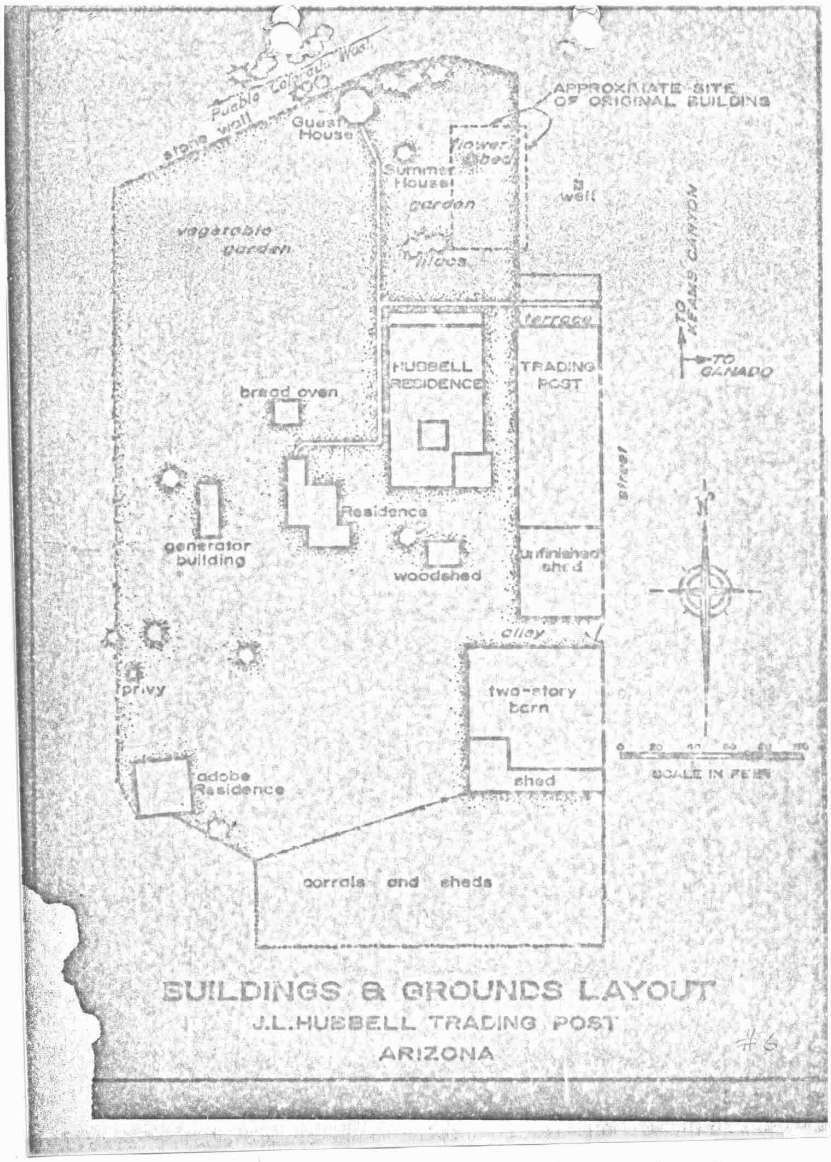


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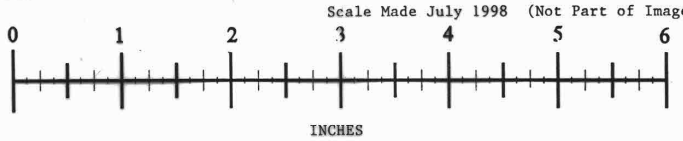


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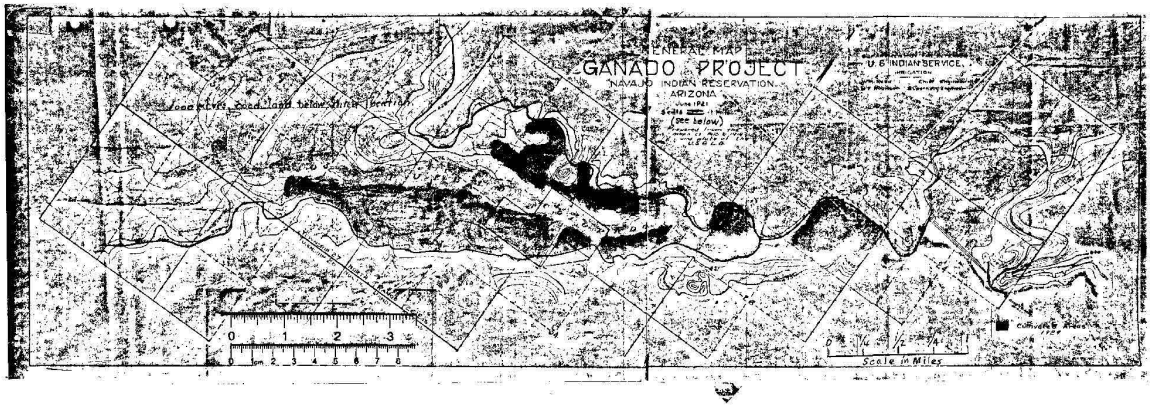


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Docket Information

Number of Documents in Docket 189

Documents Dated from 1/6/1880 to 6/14/1982

Docket Compiled: 6/11/2019

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