WATER-RIGHT DOCKET

Walnut Canyon National Monument

Docket No: 1

FEDERAL PIPELINE

Preliminary Docket Information

05-18-1976: water right/source docket information

WATER RESOURCES/WATER RIGHT DATE: May 18, 1976

WATER RIGHT/SOURCE DOCKET INFORMATION

REGION Western Region AREA Walnut Canyon National Monument

SITE Federal Pipeline

STATE Arizona COUNTY Coconino DOCKET NO WR #1

LOCATION NE¼ NE¼ Sec. 7, T 21N, R 8E, G&SRM

REGIONAL BASIN Colorado River LOCAL BASIN

ACQUIRED BY Refers to pipeline extensions located off the park.

APPLICATION PERMIT CERTIFICATE

ACTION DUE PRIORITY RESERVATION

QUANTITY USE

STATUS Inactive SOURCE Flagstaff Municipal Supply

REMARKS Walnut Canyon N.M. lies within Hydrologic Basin Unit No. 15020015.

NARRATIVE: Walnut Canyon National Monument was established by presidential proclamation on November 30, 1915, to preserve cliff dwellings built by Pueblo Indians about 800 years ago. The land comprising the monument was originally a portion of Coconino National Forest. Jurisdiction was transferred from the Department of Agriculture on August 10, 1933.

On November 18, 1939, the Elden Water and Pipeline Users Association of Flagstaff, Arizona entered into an agreement with the U.S. to supply water at the rate of 65¢ per 1,000 gallons in consideration of the U.S. replacing its 2 inch pipeline with a 3 inch line (approximately 1.3 miles long). The City of Flagstaff agreed to furnish water in the event water was unavailable to the Association. The U.S. was required to obtain prior written consent of the Association prior to permitting a tap of its water line or selling of any of the water conveyed. Earlier in 1939, easements and right-of-ways were obtained from the State Land Department (State of Arizona), Annie V. Kester, the AT&SF Railroad Company, and the Forest Service for a water pipeline to convey the water purchased from the Association.

The Park Service obtained approval by the Association on Dec. 1, 1943, to allow taps in the water line by Mr. Claude Smith, Mrs. Bessie Kidd Best, Mr. Ralph H. Fish and the Kellam Cattle Company. The Park Service issued special use permits for the connections to these parties beginning in 1942. Various other parties obtained similar permits allowing connections until 1960. In 1958, the City of Flagstaff purchased the Association's facilities and water rights.

In 1965 the supply failed to meet the Drinking Water Standards for bacteriological quality although it had met standards in the four years prior to that time. This condition repeated itself during 1966 and 1967. Every effort to eliminate contamination during this period was initiated and included cleaning of meters, replacement of leaking valves, construction of raised manholes with overlapping covers on the intake sump, and, finally, installation of an automatic gas chlorinator. In early 1967, it was noted that effluent from the Flagstaff sewage treatment plant had been overflowing and ponding over the pipeline in the area adjacent to the Coconino Country Club and the Santa Fe Railroad Big Fill. Efforts by the NPS and the Coconino County Health Department had failed to correct the situation. In 1968 there were 6 connections to private parties covered by NPS special use permits.

In June of 1967, the Coconino Health Department wrote a letter to the Superintendent of Walnut Canyon N.M. discussing the water line. It appears that the line was leaking water at that time. He recommended abandoning the old pipeline and connecting into the city water line to the southeast of the Coconino Country Club.

Alternative solutions to the pollution problem were studied. The abovementioned alternative to construct a new pipeline and tie into the city line in the vicinity of the Coconino Country Club was suggested. A second solution was to drill a well in the

Compiled by Kevin Kidder

Approved by W. Werrell

vicinity of the Headquarters. Drilling a well was eventually determined to be the most practical solution. A well was completed in August of 1970 and the water line was subsequently abandoned.

Walnut Canyon National Monument

Water Right Docket No. 1

Monument Water System

Outline of Assembly

Part I - Rights of Way:
- A. Drawing NM-WAL-6950 - Water Service Map
- B. Right of Way Leases:
  1. No. 369-U, from Arizona State Land Department
  2. Easement over land of Annie V. Kester
  3. Easement from Elden Tap through balance Sec. 6 (missing)
  4. Easement from S.F.R.R. Co. across their rights of way or land (missing)
  5. Easement from National Forest where their lands are crossed (missing)
  6. Easement from B.L.M. where public lands are crossed (missing)

Part II - Water Rights of City of Flagstaff and Mt. Elden Water and Pipeline Users Association (missing)

Part III - Contract between United States and Mt. Elden Water and Pipeline Users Association:
- A. Articles of Incorporation of the Mt. Elden Water and Pipeline Users Association
- B. Agreement of Nov. 18, 1939, between Assistant Secretary and Mt. Elden Water and Pipeline Users Association

Part IV - Authorized Private Use of Federal Pipe Line:
- A. Special Use Permit to Joseph Irwin Kellam
- B. Special Use Permit to Bessie K. Best
- C. Special Use Permit to Kellam Cattle Company (2 taps)
- D. Special Use Permit to Ralph H. Fish
- E. Special Use Permit to Claude Smith

United States Department of the Interior

NATIONAL PARK SERVICE
Water Resources Division
1201 Oak Ridge Drive, Suite 250
Fort Collins, Colorado 80525-5596

IN REPLY REFER TO:

September 30, 1999

L54 (2380)
WUPA/Water Rights
PEFO/Water Rights
SUCR/Water Rights
WACA/Water Rights

Diane Hanna, Surface Water Rights
Arizona Department of Water Resources
Adjudications Division
500 North 3rd Street
Phoenix, Arizona 85004

Re: Statement Of Claim Of Right To Use Public Waters Of The State Of Arizona – Registry No.s (to be assigned)
Statement Of Claimant Form For Other Uses Amendment – File No.s 39-89220, 39-89222, 39-91444, 39-91445, 39-91446, and 39-91447.

Dear Ms. Hanna:

Attached you will find completed water rights claim forms for Wupatki National Monument, Petrified Forest National Park, Sunset Crater National Monument, and Walnut Canyon National Monument.

"Statement Of Claim Of Right To Use Public Waters Of The State Of Arizona" forms are filed for Peshlaki and Heiser Springs in Wupatki National Monument.

"Statement Of Claimant Form For Other Uses Amendment" forms are filed to amend the claimed priority dates for Peshlaki and Hesier Springs in Wupatki National Monument. Please note the "Registry Number" referred to in Items 2, 3, and 15 must be filled in after your office has processed the "Statement Of Claim" forms and assigned a Registry Number. Amended claims are also filed to amend the quantifiable present and future administrative consumptive uses for Petrified Forest National Park, Sunset Crater National Monument, and Wupatki National Monument, and to amend the boundary description for Walnut Canyon National Monument.

Please return signed and dated copies of the processed claim forms to our office. Contact

Jim Harte (970) 225-3538 with any questions you may have regarding these claims.

Sincerely,

Charles W. Pettee
Chief, Water Rights Branch

Enclosures

cc: Peter Fahmy
Andy Walch
Flagstaff Areas – Sam R. Henderson
PEFO – Michelle Hellickson

STATEMENT OF CLAIMANT FORM
FOR
OTHER USES[1]
AMENDMENT
SUPERIOR COURT OF APACHE COUNTY

File No. 39-
Date Filed:
WFN

1. Claimant Name: United States of America c/o National Park Service (Walnut Canyon NM)
Claimant Address: 1201 Oak Ridge Dr. Suite 250 City Fort Collins
State: Colorado Zip Code 80525-5596 Telephone 970-225-3500

2. Basis of Claim:
A. ☐ Appropriation Right acquired prior to June 12, 1919. 1974 Water Rights Registration Act Registry No. _____
B. ☐ Appropriation Right acquired after June 12, 1919. Application No. _____, Permit No. _____, or Certificate of Water Right No. _____
C. ☐ Decreed water right. Principal litigants, court, date and case no. _____
D. ☐ Right to withdraw groundwater. Grandfathered Right No. _____
E. ☒ Other, describe: (see file No. 39-89220)

3. Claimed Priority Date: ____/____/____(month/day/year) (see File No. 39-89220)-

4. Use:
A. ☐ Municipal
B. ☐ Commerical or Industrial
C. ☐ Mining
D. ☐ Stockwatering other than from a stockpond
E. ☐ Recreation, Fish & Wildlife
F. ☒ Other, describe: (see file No. 39-89220)

5. Source of Water: (see file No. 39-89220)
A. ☐ Stream: name _____, tributary to _____
B. ☐ Spring: name _____, tributary to _____
C. ☐ Lake or Reservoir: name _____, tributary to _____
D. ☐ Groundwater.

6. Legal description of the Point of Diversion: (attach additional sheet if required) (see file No.39-89220)
_____ 1/4, _____ 1/4, _____ 1/4, Section _____, Township _____N/S, Range _____E/W

7. If there are Irrigation, Domestic or Stockpond Uses also supplied from the Point of Diversion, describe: _____

8. Means of Diversion:
A. ☐ Instream pump.
B. ☐ Gravity flow into a ditch, canal or pipeline.
C. ☒ Well: Arizona Department of Water Resources Well Registration No. 55-629093
D. ☒ Other, describe: (see file No. 39-89220)

[1] *See Instructions for explanation of uses in this category*

9. Means of Conveyance:
   A. ☐ Ditch, canal or pipeline. If the means of conveyance is owned and/or operated by some other entity, please give name and address: _____
   B. ☒ Other, describe: (see file No. 39-89220)

10. Place of Use, if other than point of diversion: (attach additional sheet if required)
   County Coconino County
   Legal Subdivision | Section | Township | Range
   _____ | _____ | _____ N/S | _____ E/W
   _____ | _____ | _____ N/S | _____ E/W

11. Claimed Right: (see file No. 39-89220) ☐ cubic-feet per second ☐ gallons per minute ☐ Arizona miner's inches
   A. Maximum Flow Rate: _____
   B. Annual Volume of Water Use: 12 acre-feet per Annum
   C. Storage Right: _____ acre-feet

12. Attach photographs, maps or sketches necessary to show the point of diversion, storage resevoir(s) place(s) of use and means of conveyance.

13. It may be necessary for a representative from the Department of Water Resources to inspect the diversion, conveyance and place of use. Your signature following will grant permission to enter your property for the purpose of inspection: Signature of Claimant _____
   (Chuck Pettee, Branch Chief, Water Rights Branch, National Park Service)

14. Should it be necessary for a representative of the Department to contact you as the claimant or your representative, are there any special instructions regarding time of day or address to aid in locating the specified person? Additional contacts include William Hansen (970) 225-3532 and Jim Harte (970) 225-3538.

15. Additional comments: Amends claim No.39-89220 to include Walnut Canyon National Monument boundary modification, Section 208,--P.L.104-333, 110 Stat. 4093, "Walnut Canyon National Monument Boundary Modification", November 12, 1996, published in the Federal Register and included as an attachment to this amendment.
   (attach additional sheet if required)

16. Mail form(s) to: Department of Water Resources, Adjudications Division, ~~15 South 15th Avenue, Phoenix, Arizona 85007.~~
   ARIZONA DEPARTMENT OF WATER RESOURCES
   ADJUDICATIONS DIVISION
   500 NORTH 3RD STREET
   PHOENIX, ARIZONA 85004

17. Notarized Statement:
   I (We), _____
   the claimant(s) named in this claim, do hereby certify under penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

   _____
   (seal) _____
   _____ _____
   My Commission Expires Notary Public

   or, _____
   Authorized Personnel of the Department of Water Resources

STATEMENT OF CLAIMANT FORM
FOR
OTHER USES[1]
AMENDMENT
SUPERIOR COURT OF APACHE COUNTY

File No. 39-
Date Filed:
WFN

1. Claimant Name: United States of America, c/o National Park Service (Wupatki NM)
Claimant Address: 1201 OakRidge Drive, Suite 250 City Fort Collins
State: Colorado Zip Code 80525 Telephone (970) 225-3500

2. Basis of Claim:
A. ☐ Appropriation Right acquired prior to June 12, 1919. 1974 Water Rights Registration Act Registry No. _____
B. ☐ Appropriation Right acquired after June 12, 1919. Application No. _____, Permit No. _____, or Certificate of Water Right No. _____
C. ☐ Decreed water right. Principal litigants, court, date and case no. _____
D. ☐ Right to withdraw groundwater. Grandfathered Right No. _____
E. ☒ Other, describe: (see File No. 39-91444)

3. Claimed Priority Date: ____/____/____(month/day/year)(see file No. 39-91444)

4. Use:
A. ☐ Municipal
B. ☐ Commerical or Industrial
C. ☐ Mining
D. ☐ Stockwatering other than from a stockpond
E. ☐ Recreation, Fish & Wildlife
F. ☒ Other, describe: (see file No. 39-91444)

5. Source of Water: (see file No. 39-91444 with attachment)
A. ☐ Stream: name _____, tributary to _____
B. ☐ Spring: name _____, tributary to _____
C. ☐ Lake or Reservoir: name _____, tributary to _____
D. ☐ Groundwater.

6. Legal description of the Point of Diversion: (attach additional sheet if required)(see file No.39-91444)
_____ ¼, _____ ¼, _____ ¼, Section _____, Township _____N/S, Range _____E/W

7. If there are Irrigation, Domestic or Stockpond Uses also supplied from the Point of Diversion, describe: _____

8. Means of Diversion:
A. ☐ Instream pump.
B. ☐ Gravity flow into a ditch, canal or pipeline.
C. ☐ Well: Arizona Department of Water Resources Well Registration No. 55-_____
D. ☒ Other, describe: (see file No. 39-91444)

[1] *See Instructions for explanation of uses in this category*

9. Means of Conveyance:
   A. ☐ Ditch, canal or pipeline. If the means of conveyance is owned and/or operated by some other entity, please give name and address: _____
   B. ☒ Other, describe: (see file No. 39-91444)

10. Place of Use, If other than point of diversion: (attach additional sheet if required)
   County Coconino

Legal Subdivision	Section	Township	Range
		____N/S	____E/W
		____N/S	____E/W

11. Claimed Right: (see file No. 39-91444)
   A. Maximum Flow Rate: _____ ☐ cubic-feet per second ☐ gallons per minute ☐ Arizona miner's inches
   B. Annual Volume of Water Use: 16.0 acre-feet per annum
   C. Storage Right: _____ acre-feet

12. Attach photographs, maps or sketches necessary to show the point of diversion, storage resevoir(s) place(s) of use and means of conveyance.

13. It may be necessary for a representative from the Department of Water Resources to inspect the diversion, conveyance and place of use. Your signature following will grant permission to enter your property for the purpose of inspection: Signature of Claimant _____
(Chuck Pettee, Branch Chief, Water Rights Branch, National Park Service)

14. Should it be necessary for a representative of the Department to contact you as the claimant or your representative, are there any special instructions regarding time of day or address to aid in locating the specified person? Additional contacts include:William Hansen(970) 225-3532 and Jim Harte (970) 225-3538.

15. Additional comments: Amends item II-A-4-C(page 4), to the attachment to claim No. 39-91444, regarding Wupatki National Monument. Amends ~~quantifiable~~ present and future administrative consumptive uses from 17 acre-feet per annum to 16 acre-feet per annum.
(attach additional sheet if required)

16. Mail form(s) to: Department of Water Resources, Adjudications Division, ~~15 South 15th Avenue,~~ Phoenix, ~~Arizona 85007.~~
ARIZONA DEPARTMENT OF WATER RESOURCES
ADJUDICATIONS DIVISION
500 NORTH 3RD STREET
PHOENIX, ARIZONA 85004

17. Notarized Statement:
I (We), _____
the claimant(s) named in this claim, do hereby certify under penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

(seal)

_____
My Commission Expires

_____
Notary Public

or, _____
Authorized Personnel of the Department of Water Resources

STATEMENT OF CLAIMANT FORM
FOR

OTHER USES[1]
AMENDMENT

SUPERIOR COURT OF APACHE COUNTY

File No. 39-_____
Date Filed:_____
WFN_____

1. Claimant Name: United States of America c/o National Park Service (Petrified Forest NP)
Claimant Address: 1201 Oak Ridge Drive, Suite 250 City Fort Collins
State: Colorado Zip Code 80525 Telephone 970-225-3500

2. Basis of Claim:
A. ☐ Appropriation Right acquired prior to June 12, 1919. 1974 Water Rights Registration Act Registry No. _____
B. ☐ Appropriation Right acquired after June 12, 1919. Application No. _____, Permit No. _____, or Certificate of Water Right No. _____
C. ☐ Decreed water right. Principal litigants, court, date and case no. _____
D. ☐ Right to withdraw groundwater. Grandfathered Right No. _____
E. ☒ Other, describe: (see File No. 39-89222)

3. Claimed Priority Date: ____/____/____(month/day/year) (See File No. 39-89222)

4. Use:
A. ☐ Municipal
B. ☐ Commerical or Industrial
C. ☐ Mining
D. ☐ Stockwatering other than from a stockpond
E. ☐ Recreation, Fish & Wildlife
F. ☒ Other, describe: (see File No. 39-89222)

5. Source of Water: (see File No. 39-89222)
A. ☐ Stream: name _____, tributary to _____
B. ☐ Spring: name _____, tributary to _____
C. ☐ Lake or Reservoir: name _____, tributary to _____
D. ☐ Groundwater.

6. Legal description of the Point of Diversion: (attach additional sheet if required) (See File No. 39-89222)
_____ 1/4, _____ 1/4, _____ 1/4, Section _____, Township _____N/S, Range _____E/W

7. If there are Irrigation, Domestic or Stockpond Uses also supplied from the Point of Diversion, describe: _____

8. Means of Diversion:
A. ☐ Instream pump.
B. ☐ Gravity flow into a ditch, canal or pipeline.
C. ☒ Well: Arizona Department of Water Resources Well Registration No. 55-(see Item 15)
D. ☒ Other, describe: (see File No. 39-89222)

[1] *See Instructions for explanation of uses in this category*

9. Means of Conveyance:

A. ☐ Ditch, canal or pipeline. If the means of conveyance is owned and/or operated by some other entity, please give name and address: _____

B. ☒ Other, describe: (See File No. 39-89222)

10. Place of Use, if other than point of diversion: (attach additional sheet if required) Petrified Forest National Park

County Apache & Navajo

Legal Subdivision	Section	Township	Range
_____	_____	_____ N/S	_____ E/W
_____	_____	_____ N/S	_____ E/W

11. Claimed Right: (see File No. 39-89222) ☐ cubic-feet per second

A. Maximum Flow Rate: _____ ☐ gallons per minute

☐ Arizona miner's inches

B. Annual Volume of Water Use: 35.0 acre-feet per annum

C. Storage Right: _____ acre-feet

12. Attach photographs, maps or sketches necessary to show the point of diversion, storage resevoir(s) place(s) of use and means of conveyance.

13. It may be necessary for a representative from the Department of Water Resources to inspect the diversion, conveyance and place of use. Your signature following will grant permission to enter your property for the purpose of inspection: Signature of Claimant _____

(Chuck Pettee, Branch Chief, Water Resources Branch, National Park Service)

14. Should it be necessary for a representative of the Department to contact you as the claimant or your representative, are there any special instructions regarding time of day or address to aid in locating the specified person? Additional contacts include: William Hansen (970) 225-3532 and Jim Harte (970) 225-3538

15. Additional comments: Amends Item II-B-4-C (page 9), to attachment to claim No. 39-89222, regarding Petrified Forest National Park. Amends quantifiable, present and future administrative consumptive uses from 10 acre-feet per annum to 35 acre-feet per annum. 8.c.(continued) well registration No. 55-629113, 629091, 506605, 506603

(attach additional sheet if required)

16. Mail form(s) to: Department of Water Resources, Adjudications Division, ~~15 South 15th Avenue,~~ Phoenix, ~~Arizona 85007.~~

ARIZONA DEPARTMENT OF WATER RESOURCES
ADJUDICATIONS DIVISION
500 NORTH 3RD STREET
PHOENIX, ARIZONA 85004

17. Notarized Statement:

I (We), _____

the claimant(s) named in this claim, do hereby certify under penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

_____

(seal) _____

_____ _____

My Commission Expires Notary Public

or, _____

Authorized Personnel of the Department of Water Resources

STATEMENT OF CLAIMANT FORM
FOR
OTHER USES[1]
AMENDMENT
SUPERIOR COURT OF APACHE COUNTY

File No. 39-
Date Filed:
WFN

1. Claimant Name: United States of America c/o National Park Service (Sunset Crater NM)
Claimant Address: 1201 OakRidge Drive, Suite 250 City Fort Collins
State: Colorado Zip Code 80525 Telephone (970) 225-3500

2. Basis of Claim:
A. ☐ Appropriation Right acquired prior to June 12, 1919. 1974 Water Rights Registration Act Registry No. _____
B. ☐ Appropriation Right acquired after June 12, 1919. Application No. _____, Permit No. _____, or Certificate of Water Right No. _____
C. ☐ Decreed water right. Principal litigants, court, date and case no. _____
D. ☐ Right to withdraw groundwater. Grandfathered Right No. _____
E. ☒ Other, describe: (see File No. 39-91447)

3. Claimed Priority Date: ____/____/____(month/day/year) (see file No. 39-91447)

4. Use:
A. ☐ Municipal
B. ☐ Commerical or Industrial
C. ☐ Mining
D. ☐ Stockwatering other than from a stockpond
E. ☐ Recreation, Fish & Wildlife
F. ☒ Other, describe: (see file No. 39-91447)

5. Source of Water: (see file No. 39-91447)
A. ☐ Stream: name _____, tributary to _____
B. ☐ Spring: name _____, tributary to _____
C. ☐ Lake or Reservoir: name _____, tributary to _____
D. ☐ Groundwater.

6. Legal description of the Point of Diversion: (attach additional sheet if required) (see file No.39-91447)
_____ ¼, _____ ¼, _____ ¼, Section _____, Township _____N/S, Range _____E/W

7. If there are Irrigation, Domestic or Stockpond Uses also supplied from the Point of Diversion, describe: _____

8. Means of Diversion:
A. ☐ Instream pump.
B. ☐ Gravity flow into a ditch, canal or pipeline.
C. ☒ Well: Arizona Department of Water Resources Well Registration No. 55- 649813
D. ☒ Other, describe: (see file No. 39-91447)

[1] See Instructions for explanation of uses in this category.

9. Means of Conveyance:
   A. ☐ Ditch, canal or pipeline. If the means of conveyance is owned and/or operated by some other entity, please give name and address: _____
   B. ☒ Other, describe: (see file No. 39-91447)

10. Place of Use, if other than point of diversion: (attach additional sheet if required) Sunset Crater National Monument
County Coconino

Legal Subdivision	Section	Township	Range
_____	_____	_____ N/S	_____ E/W
_____	_____	_____ N/S	_____ E/W

11. Claimed Right: (see file No. 39-91447) ☐ cubic-feet per second ☐ gallons per minute ☐ Arizona miner's inches
   A. Maximum Flow Rate: _____
   B. Annual Volume of Water Use: 32 acre-feet per annum
   C. Storage Right: _____ acre-feet

12. Attach photographs, maps or sketches necessary to show the point of diversion, storage resevoir(s) place(s) of use and means of conveyance.

13. It may be necessary for a representative from the Department of Water Resources to inspect the diversion, conveyance and place of use. Your signature following will grant permission to enter your property for the purpose of inspection: Signature of Claimant _____
(Chuck Pettee, Branch Chief, Water Rights Branch, National Park Service)

14. Should it be necessary for a representative of the Department to contact you as the claimant or your representative, are there any special instructions regarding time of day or address to aid in locating the specified person? Additional contacts include: William Hansen (970)225-3532 and Jim Harte (970) 225-3538

15. Additional comments: Amends Item II-B-4-C(page 8), to the attachment to claim No. 39-91447, regarding Sunset Crater National Monument. Amends quantifiable present and future administrative consumptive uses from 20 acre-feet per annum to 32 acre-feet per annum.
Well #55-649813 replaces Well #A23-8(21-1)715 however #A23-8(21-1) 715 is available for (attach additional sheet if required) emergency use.

16. Mail form(s) to: Department of Water Resources, Adjudications Division, ~~15 South 15th Avenue,~~ Phoenix, ~~Arizona 85007.~~
ARIZONA DEPARTMENT OF WATER RESOURCES
ADJUDICATIONS DIVISION
500 NORTH 3RD STREET
PHOENIX, ARIZONA 85004

17. Notarized Statement:
I (We), _____
the claimant(s) named in this claim, do hereby certify under penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

_____

(seal) _____

_____ _____
My Commission Expires Notary Public

or, _____
Authorized Personnel of the Department of Water Resources

STATEMENT OF CLAIMANT FORM
FOR
OTHER USES[1]
AMENDMENT
SUPERIOR COURT OF APACHE COUNTY

File No. 39-
Date Filed:
WFN

1. Claimant Name: United States of America c/o National Park Service (Wupatki NM)
Claimant Address: 1201 OakRidge Drive, Suite 250 City Fort Collins
State: Colorado Zip Code 80525 Telephone (970) 225-3500

2. Basis of Claim:
A. ☐ Appropriation Right acquired prior to June 12, 1919. 1974 Water Rights Registration Act Registry No. _____
B. ☒ Appropriation Right acquired after June 12, 1919. Application No. (A-25-0) 32-1(718), Permit No. _____, or Certificate of Water Right No. _____
C. ☐ Decreed water right. Principal litigants, court, date and case no. _____
D. ☐ Right to withdraw groundwater. Grandfathered Right No. _____
E. ☒ Other, describe: (see file No. 39-91445)

3. Claimed Priority Date: ____/____/1892 (month/day/year) (see Registry No. and attachment)

4. Use:
A. ☒ Municipal
B. ☐ Commerical or Industrial
C. ☐ Mining
D. ☒ Stockwatering other than from a stockpond
E. ☒ Recreation, Fish & Wildlife
F. ☒ Other, describe: (see file No. 39-91445 and attachment)

5. Source of Water:
A. ☐ Stream: name _____, tributary to _____
B. ☒ Spring: name Heiser Spring in Heiser Wash, tributary to Little Colorado River
C. ☐ Lake or Reservoir: name _____, tributary to _____
D. ☐ Groundwater.

6. Legal description of the Point of Diversion: (attach additional sheet if required) (see file No. 39-91445)
NW 1/4, SE 1/4, NW 1/4, Section 32, Township 25 N/S, Range 10 E/W

7. If there are Irrigation, Domestic or Stockpond Uses also supplied from the Point of Diversion, describe: (see file No. 39-91445)

8. Means of Diversion:
A. ☐ Instream pump.
B. ☒ Gravity flow into a ditch, canal or pipeline.
C. ☐ Well: Arizona Department of Water Resources Well Registration No. 55-_____
D. ☐ Other, describe: _____

[1] See Instructions for explanation of uses in this category

9. Means of Conveyance:
   A. ☒ Ditch, canal or pipeline. If the means of conveyance is owned and/or operated by some other entity, please give name and address: _____
   B. ☐ Other, describe: _____

10. Place of Use, If other than point of diversion: (attach additional sheet if required)
   County Coconino
   Legal Subdivision (see file 39-91445) | Section | Township | Range
   _____ | _____ | _____ N/S | _____ E/W
   _____ | _____ | _____ N/S | _____ E/W

11. Claimed Right: (see file No.39-91445)
   A. Maximum Flow Rate: _____ ☐ cubic-feet per second ☐ gallons per minute ☐ Arizona miner's inches
   B. Annual Volume of Water Use: 2.5 acre-feet
   C. Storage Right: _____ acre-feet

12. Attach photographs, maps or sketches necessary to show the point of diversion, storage resevoir(s) place(s) of use and means of conveyance.

13. It may be necessary for a representative from the Department of Water Resources to inspect the diversion, conveyance and place of use. Your signature following will grant permission to enter your property for the purpose of inspection: Signature of Claimant _____
(Chuck Pettee, Branch Chief, Water Rights Branch, National Park Service)

14. Should it be necessary for a representative of the Department to contact you as the claimant or your representative, are there any special instructions regarding time of day or address to aid in locating the specified person? Additional contacts include: William Hansen (970) 225-3532 and Jim Harte (970) 225-3538

15. Additional comments: Amends item 3(file No. 39-91445): claimed priority Date, from August 23, 1942 to 1892. (See Registry No. with attached affidavit)

(attach additional sheet if required)

16. Mail form(s) to: Department of Water Resources, Adjudications Division, ~~15 South 15th Avenue,~~ Phoenix, ~~Arizona 85007.~~
ARIZONA DEPARTMENT OF WATER RESOURCES
ADJUDICATIONS DIVISION
500 NORTH 3RD STREET
PHOENIX, ARIZONA 85004

17. Notarized Statement:
I (We), _____
the claimant(s) named in this claim, do hereby certify under penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

(seal)

_____
My Commission Expires

_____
Notary Public

or, _____
Authorized Personnel of the Department of Water Resources

ARIZONA DEPARTMENT OF WATER RESOURCES
SURFACE WATER RIGHTS
MAIL TO: P.O. BOX 458
PHOENIX, ARIZONA 85001-0458
500 North Third Street
Phoenix, Arizona 85004-3903
Telephone (602) 417-2442
Fax (602) 417-2424

(For office use only)
Registry No:
Date Filed:

STATEMENT OF CLAIM OF RIGHT TO USE PUBLIC WATERS OF THE STATE OF ARIZONA

1. Claimant USA, National Park Service Telephone 970-225-3500
   Address 1201 OakRidge Dr. Suite 250 City Fort Collins State CO Zip 80525
2. Type of water source and name Heiser Spring in Heiser Wash
   a tributary to Little Colorado River within the Kana a Wash watershed
   (for office use only)
3.

Type of Water Use(s) (e.g. irrigation, domestic, stock)	Annual Use (list use amount for each type)	Acres Irrigated (irrigation use only)	Specific Months of Use (if not for entire year)
Municipal, irrigation,	2.5 acre-feet	N/A	January thru December
Stock watering,	(total for all uses)	N/A	(for all uses)
recreation, wildlife			

4. Date the water was first used beneficially (month/day/year): /1892
5. Location of point of water diversion: County Coconino
   Lot ____ (if applicable), NW ¼ SE ¼ NW ¼, Section 32, Township 25 N/S, Range 10 E/W
6. Location of place(s) of water use: County Coconino
   Lot ____ (if applicable), ____ ¼ ____ ¼ ____ ¼, Section 30, Township 25 N/S, Range 10 E/W
   Lot ____ (if applicable), ____ ¼ ____ ¼ ____ ¼, Section 32, Township 25 N/S Range 10 E/W
7. Legal basis for the claim (attach any documents being filed in support of claim): State law-initiation of diversion and application to beneficial use. Conveyed to U.S. by warranty deed dated Nov. 22, 1949 from CO Bar Livestock Company (see attached affidavit)

The information contained herein is true and correct to the best of my (our) knowledge.

STATE OF ARIZONA)
)
County of)

Signature(s)

SUBSCRIBED AND SWORN to before me this ____ day of ____, 19____.

My commission expires ____

Notary Public

INSTRUCTIONS

STATEMENT OF CLAIM OF RIGHT TO USE PUBLIC WATERS OF THE STATE OF ARIZONA

This claim is for surface water which is defined by statute as "the waters of all sources, flowing in streams, canyons, ravines, or other natural channels, or in a definite underground channel, whether perennial or intermittent, flood, waste or surplus water, and of lakes, ponds and springs on the surface."

The following instructions are referenced by number to the questions on the claim.

1. Complete name of claimant, current mailing address, including zip code and telephone number. If the claimant is a corporation or business, include the name of the authorizing agent.

2. Give the name of the direct source of surface water and the type of source. If known, provide the name of the drainage, creek, etc. to which the source is a tributary.

3. Describe the claimed beneficial uses including the annual quantity of use (in gallons or acre-feet for each type of use), the irrigated acreage for any claimed irrigation use and the months the water is used. A quantity of use must be provided for each beneficial use or the claim will be returned for correction. Per Arizona Revised Statute § 45-181, beneficial use includes but is not limited to, use for domestic, municipal, recreation, wildlife, including fish, agricultural, mining, stockwatering, and power purposes.

4. The date of first beneficial use must be completed or the claim will be returned for correction.

5. Provide the legal land description for the location of the claimed point of diversion from the claimed source. This location must be described to the nearest 40 acre tract (¼,¼) or other appropriate description or the claim will be returned for correction.

6. Provide the legal land description for the location of the place(s) of use. This location must be described to the nearest 40 acre tract (¼,¼) or other appropriate description or the claim will be returned for correction.

7. Provide any information you may have pertaining to the legal basis of the claim. Documentation could include affidavits, homestead documents, a notice of location, notice of appropriation, photographs, etc.

General Instructions:

1. A separate form must be filed for each claimed right to use public water.

2. A $10.00 filing fee must accompany each claim.

3. The statement of claim is a sworn affidavit. The statement of claim must be signed by the claimant(s) and must be subscribed and sworn to.

4. **The filing of a statement of claim pursuant to this article which knowingly provides for an overstatement of a right either in quantity of water or times of use claimed constitutes a class 3 misdemeanor.**

AFFIDAVIT

I, James Babbitt, being duly sworn and more than eighteen years of age, do hereby state and affirm as follows:

1. I am the a DIRECTOR of the CO Bar Ranch, located N. OF FLAGSTAFF, AZ. I have been A DIRECTOR since 1985.

2. Based on my own investigations about the history of water use on the CO Bar Ranch, I believe water from Peshlaki and Heiser Springs was first used for domestic and stockwatering purposes at the original homestead on the ranch in ~~1885~~ 1892.

3. I further believe that since ~~1885~~ 1892 water from Peshlaki and Heiser Springs has been continuously used for domestic and stockwatering purposes by CO Bar Ranch, the Navajo Nation, and the National Park Service.

James E. Babbitt
JAMES BABBITT
DIRECTOR of the CO Bar Ranch

Subscribed and sworn to before me in the State of Arizona, County of Coconino, this 27th day of March, 1998, by James Babbitt.

Marie D. Johnson
NOTARY PUBLIC 6-9-99

STATEMENT OF CLAIMANT FORM
FOR
OTHER USES[1]
AMENDMENT
SUPERIOR COURT OF APACHE COUNTY

File No. 39-
Date Filed:
WFN

1. Claimant Name: United States of America c/o National Park Service (Wupatki NM)
Claimant Address: 1201 OakRidge Drive, Suite 250 City Fort Collins
State: Colorado Zip Code 80525 Telephone 970-225-3500

2. Basis of Claim:
A. ☐ Appropriation Right acquired prior to June 12, 1919. 1974 Water Rights Registration Act Registry No. _____
B. ☐ Appropriation Right acquired after June 12, 1919. Application No. _____, Permit No. _____, or Certificate of Water Right No. _____
C. ☐ Decreed water right. Principal litigants, court, date and case no. _____
D. ☐ Right to withdraw groundwater. Grandfathered Right No. _____
E. ☒ Other, describe: (see registry No:)

3. Claimed Priority Date: ____/____/ 1892 (month/day/year) (see registry No.: and attachment)

4. Use:
A. ☒ Municipal
B. ☐ Commerical or Industrial
C. ☐ Mining
D. ☐ Stockwatering other than from a stockpond
E. ☒ Recreation, Fish & Wildlife
F. ☒ Other, describe: (see file No. 39-91446 and attachment)

5. Source of Water:
A. ☐ Stream: name _____, tributary to _____
B. ☒ Spring: name Peshlaki(aka Cottonwood), tributary to N/A
C. ☐ Lake or Reservoir: name _____, tributary to _____
D. ☐ Groundwater.

6. Legal description of the Point of Diversion: (attach additional sheet if required)
NE 1/4, SW 1/4, SW 1/4, Section 32, Township 25 N/S, Range 10 E/W

7. If there are Irrigation, Domestic or Stockpond Uses also supplied from the Point of Diversion, describe: _____

8. Means of Diversion:
A. ☐ Instream pump.
B. ☒ Gravity flow into a ditch, canal or pipeline.
C. ☐ Well: Arizona Department of Water Resources Well Registration No. 55-_____
D. ☐ Other, describe: _____

[1] *See Instructions for explanation of uses in this category*

9. Means of Conveyance:
   A. ☒ Ditch, canal or pipeline. If the means of conveyance is owned and/or operated by some other entity, please give name and address: _____
   B. ☐ Other, describe: _____

10. Place of Use, If other than point of diversion: (attach additional sheet if required)
   County _____

Legal Subdivision	Section	Township	Range
_____	_____	_____ N/S	_____ E/W
_____	_____	_____ N/S	_____ E/W

11. Claimed Right: (see file No. 39-91446) ☐ cubic-feet per second
   A. Maximum Flow Rate: _____ ☐ gallons per minute
   ☐ Arizona miner's inches
   B. Annual Volume of Water Use: 0.5 acre-feet per annum
   C. Storage Right: _____ acre-feet

12. Attach photographs, maps or sketches necessary to show the point of diversion, storage resevoir(s) place(s) of use and means of conveyance.

13. It may be necessary for a representative from the Department of Water Resources to inspect the diversion, conveyance and place of use. Your signature following will grant permission to enter your property for the purpose of inspection: Signature of Claimant _____
   (Chuck Pettee, Branch Chief, Water Rights Branch, National Park Service)

14. Should it be necessary for a representative of the Department to contact you as the claimant or your representative, are there any special instructions regarding time of day or address to aid in locating the specified person? Additional contacts include: William Hansen (970) 225-3532 and Jim Harte (970)225-3538

15. Additional comments: Amends item 3 (file No. 39-91446): claimed priority date, from December 31, 1983 to 1892. (see Registry No. with ~~at~~tached affidavit)
   (attach additional sheet if required)

16. Mail form(s) to: Department of Water Resources, Adjudications Division, ~~15 South 15th Avenue,~~ Phoenix, ~~Arizona 85007.~~
   ARIZONA DEPARTMENT OF WATER RESOURCES
   ADJUDICATIONS DIVISION
   500 NORTH 3RD STREET
   PHOENIX, ARIZONA 85004

17. Notarized Statement:
   I (We), _____
   the claimant(s) named in this claim, do hereby certify under penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

   _____

   (seal) _____

   _____ _____
   My Commission Expires Notary Public

   or, _____
   Authorized Personnel of the Department of Water Resources

ARIZONA DEPARTMENT OF WATER RESOURCES
SURFACE WATER RIGHTS
MAIL TO: P.O. BOX 458
PHOENIX, ARIZONA 85001-0458
500 North Third Street
Phoenix, Arizona 85004-3903
Telephone (602) 417-2442
Fax (602) 417-2424

(For office use only)
Registry No: _____
Date Filed: _____

STATEMENT OF CLAIM OF RIGHT TO USE PUBLIC WATERS OF THE STATE OF ARIZONA

1. Claimant USA, National Park Service Telephone 970-225-3500
   Address 1201 OakRidge Dr. Suite 250 City Fort Collins State CO Zip 80525
2. Type of water source and name Peshlaki (aka Cottonwood) Spring
   a tributary to N/A within the Kana a Wash watershed
   (for office use only)
3.

Type of Water Use(s) (e.g. irrigation, domestic, stock)	Annual Use (list use amount for each type)	Acres Irrigated (irrigation use only)	Specific Months of Use (if not for entire year)
Municipal, Recreation,	.5 acre-feet (total	N/A	January thru December
Fish and Wildlife	for all uses)	N/A	(for all uses)

4. Date the water was first used beneficially (month/day/year): /1892
5. Location of point of water diversion: County Coconino
   Lot _____ (if applicable), NE ¼ SW ¼ SW ¼, Section 32, Township 25 N/~~S~~, Range 10 E/~~W~~
6. Location of place(s) of water use: County Coconino
   Lot _____ (if applicable), _____¼ _____¼ _____¼, Section 32, Township 25 N/~~S~~, Range 10 E/~~W~~
   Lot _____ (if applicable), _____¼ _____¼ _____¼, Section _____, Township _____N/S, Range _____E/W
7. Legal basis for the claim (attach any documents being filed in support of claim): State law-initiation of diversion and application to beneficial use, conveyed to U.S. by warranty deed dated Nov. 22, 1949 from CO Bar Livestock Company (see attached affidavit)

The information contained herein is true and correct to the best of my (our) knowledge.

STATE OF ARIZONA)
)
County of _____)

_____
_____
Signature(s)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTRUCTIONS

STATEMENT OF CLAIM OF RIGHT TO USE PUBLIC WATERS OF THE STATE OF ARIZONA

This claim is for surface water which is defined by statute as "the waters of all sources, flowing in streams, canyons, ravines, or other natural channels, or in a definite underground channel, whether perennial or intermittent, flood, waste or surplus water, and of lakes, ponds and springs on the surface."

The following instructions are referenced by number to the questions on the claim.

1. Complete name of claimant, current mailing address, including zip code and telephone number. If the claimant is a corporation or business, include the name of the authorizing agent.

2. Give the name of the direct source of surface water and the type of source. If known, provide the name of the drainage, creek, etc. to which the source is a tributary.

3. Describe the claimed beneficial uses including the annual quantity of use (in gallons or acre-feet for each type of use), the irrigated acreage for any claimed irrigation use and the months the water is used. A quantity of use must be provided for each beneficial use or the claim will be returned for correction. Per Arizona Revised Statute § 45-181, beneficial use includes but is not limited to, use for domestic, municipal, recreation, wildlife, including fish, agricultural, mining, stockwatering, and power purposes.

4. The date of first beneficial use must be completed or the claim will be returned for correction.

5. Provide the legal land description for the location of the claimed point of diversion from the claimed source. This location must be described to the nearest 40 acre tract (¼,¼) or other appropriate description or the claim will be returned for correction.

6. Provide the legal land description for the location of the place(s) of use. This location must be described to the nearest 40 acre tract (¼,¼) or other appropriate description or the claim will be returned for correction.

7. Provide any information you may have pertaining to the legal basis of the claim. Documentation could include affidavits, homestead documents, a notice of location, notice of appropriation, photographs, etc.

General Instructions:

1. A separate form must be filed for each claimed right to use public water.

2. A $10.00 filing fee must accompany each claim.

3. The statement of claim is a sworn affidavit. The statement of claim must be signed by the claimant(s) and must be subscribed and sworn to.

4. **The filing of a statement of claim pursuant to this article which knowingly provides for an overstatement of a right either in quantity of water or times of use claimed constitutes a class 3 misdemeanor.**

AFFIDAVIT

I, James Babbitt, being duly sworn and more than eighteen years of age, do hereby state and affirm as follows:

1. I am the DIRECTOR of the CO Bar Ranch, located N. OF FLAGSTAFF, AZ. I have been A DIRECTOR since 1985.

2. Based on my own investigations about the history of water use on the CO Bar Ranch, I believe water from Peshlaki and Heiser Springs was first used for domestic and stockwatering purposes at the original homestead on the ranch in ~~1885~~ 1892.

3. I further believe that since ~~1885~~ 1892 water from Peshlaki and Heiser Springs has been continuously used for domestic and stockwatering purposes by CO Bar Ranch, the Navajo Nation, and the National Park Service.

James E. Babbitt
JAMES BABBITT
DIRECTOR of the CO Bar Ranch

Subscribed and sworn to before me in the State of Arizona, County of Coconino, this 27th day of April, 1998, by James Babbitt.

Marie D. Johnson
NOTARY PUBLIC 6-9-99

WALNUT CANYON NATIONAL MONUMENT

AREA: 40.00 Acres

DATE: June 29, 1998

INTEREST TO BE ACQUIRED: Fee

TRACT 01-117

Situated in the State of Arizona, County of Coconino, being more particularly described:

All of the NW¼ SE¼ of Section 31 of Township 21 North, Range 9 East of the Gila and Salt River Base and Meridian and containing 40.00 acres of land, more or less.

WALNUT CANYON NATIONAL MONUMENT

AREA: 690.00 Acres

DATE: June 29, 1998

INTEREST TO BE ACQUIRED: Fee

TRACT NO. 01-115

Situated in the State of Arizona, County of Coconino, in a portion of Section 27, a portion of Section 33 and Section 34 of Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, being more particularly described:

All of Lot 1; Lot 2; the S½ SE¼; E½ of Lot 3; and the E½ SE¼ SW¼ of said Section 27 and containing 200.00 acres of land, more or less.

All of the E½ E½ SE¼; E½ W½ E½ SE¼; E½ of Lot 1; and E½ SE¼ NE¼ of said Section 33 and containing 50.00 acres of land, more or less.

All of the N½; N½ SW¼; and N½ S½ SW¼ of said Section 34 and containing 440.00 acres of land, more or less.

The above described parcel, known as Tract 01-115 of Walnut Canyon National Monument contains a total of 690.00 acres of land, more or less.

WALNUT CANYON NATIONAL MONUMENT

AREA: 547.00 ACRES

DATE: JUNE 29, 1998
REVISED DATE: SEPTEMBER 2, 1999

INTEREST TO BE ACQUIRED: FEE

TRACT 01-106 AND 01-116

Situated in the State of Arizona, County of Coconino, in a portion of Section 28, Section 29 and Section 30 of Township 21 North, Range 9 East of the Gila and Salt River Base and Meridian, being more particularly described:

The Northwest Quarter of Section 28;

Also, a parcel of land more particularly described as follows:

Beginning at the West 1/16 corner common to Section 31 and said Section 30 of Township 21 North, Range 9 East;

Thence, Northeasterly, on a straight line to the quarter corner common to said Section 29 and said Section 30;

Thence, Northeasterly, from said quarter corner on a straight line, to the Section corner common to the Section 20, Section 21, said Section 28 and said Section 29;

Thence, South, along the section line common with said Section 28 and said Section 29 to the quarter corner common with said sections;

Thence, Southwesterly, from said quarter corner to the section corner common to said Section 29, said Section 30, Section 31 and Section 32;

Thence, West, along the South line of said Section 30, to the point of beginning.

Excepting therefrom a 50.00 foot right-of-way designated as the Walnut Creek Reservoir Pipeline right-of-way in a Quitclaim Deed from The Atchison, Topeka and Santa Fe Railway Company to Warren Stanley Smith, et ux. as recorded in Docket No. 1259, page 512 of the deed records of Coconino County.

The above-described parcel, known as Tract 01-106 and 01-116 of Walnut Canyon National Monument contains a total of 547.00 acres of land, more or less.

JUL-27-1998 13:42 SANTA FE FIELD SOLICITOR 505 9886217 P.02/03

"(d) To further the purposes of the monument, the Secretary is also authorized to acquire from willing sellers only, by donation, purchase with donated or appropriated funds, or exchange not to exceed 65 acres outside the boundary depicted on the map referred to in section 301 and develop and operate thereon research, information, interpretive, and administrative facilities. Lands acquired and facilities developed pursuant to this subsection shall by administered by the Secretary as part of the monument. The boundary of the monument shall be modified to include the lands added under this subsection as a non-contiguous parcel.".

SEC. 207. WUPATKI NATIONAL MONUMENT BOUNDARY ADJUSTMENT. 16 USC 431 note.

The boundaries of the Wupatki National Monument, Arizona, are hereby revised to include the lands and interests in lands within the area generally depicted as "Proposed Addition 168.89 Acres" on the map entitled "Boundary—Wupatki and Sunset Crater National Monuments, Arizona", numbered 322–80,021, and dated April 1989. The map shall be on file and available for public inspection in the Office of the National Park Service, Department of the Interior. Subject to valid existing rights, Federal lands and interests therein within the area added to the monument by this section are hereby transferred without monetary consideration or reimbursement to the administrative jurisdiction of the National Park Service, to be administered as part of the monument in accordance with the laws and regulations applicable thereto.

SEC. 208. WALNUT CANYON NATIONAL MONUMENT BOUNDARY MODIFICATION. 16 USC 431 note.

(a) PURPOSE.—The purpose of this section is to modify the boundaries of the Walnut Canyon National Monument (hereafter in this section referred to as the "national monument") to improve management of the national monument and associated resources.

(b) BOUNDARY MODIFICATION.—Effective on the date of enactment of this Act, the boundaries of the national monument shall be modified as depicted on the map entitled "Boundary Proposal—Walnut Canyon National Monument, Coconino County, Arizona", numbered 360/80,010, and dated September 1994. Such map shall be on file and available for public inspection in the offices of the Director of the National Park Service, Department of the Interior. The Secretary of the Interior, in consultation with the Secretary of Agriculture, is authorized to make technical and clerical corrections to such map.

(c) ACQUISITION AND TRANSFER OF PROPERTY.—The Secretary of the Interior is authorized to acquire lands and interest in lands within the national monument, by donation, purchase with donated or appropriated funds, or exchange. Federal property within the boundaries of the national monument (as modified by this section) is hereby transferred to the administrative jurisdiction of the Secretary of the Interior for management as part of the national monument. Federal property excluded from the monument pursuant to the boundary modification under subsection (b) is hereby transferred to the administrative jurisdiction of the Secretary of Agriculture to be managed as a part of the Coconino National Forest.

(d) ADMINISTRATION.—The Secretary of the Interior, acting through the Director of the National Park Service, shall manage the national monument in accordance with this title and the provisions of law generally applicable to units of the National Park Service, including "An Act to establish a National Park Service,

110 STAT. 4093
NOV. 12, 1996

SEP-27-1999 13:43 SANTA FE FIELD SOLICITOR 505 9886217 P.03/03

and for other purposes" approved August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2–4).

(e) AUTHORIZATION OF APPROPRIATIONS.—There are hereby authorized to be appropriated such sums as may be necessary to carry out this section.

SEC. 209. BUTTE COUNTY, CALIFORNIA LAND CONVEYANCE.

(a) PURPOSE.—It is the purpose of this section to authorize and direct the Secretary of Agriculture to convey, without consideration, certain lands in Butte County, California, to persons claiming to have been deprived of title to such lands.

(b) DEFINITIONS.—For the purpose of this section:

(1) The term "affected lands" means those Federal lands located in the Plumas National Forest in Butte County, California, in sections 11, 12, 13, and 14, township 21 north, range 5 East, Mount Diablo Meridian, as described by the dependent resurvey by the Bureau of Land Management conducted in 1992, and subsequent Forest Service land line location surveys, including all adjoining parcels where the property line as identified by the 1992 BLM dependent resurvey and National Forest boundary lines before such dependent resurvey are not coincident.

(2) The term "claimant" means an owner of real property in Butte County, California, whose real property adjoins Plumas National Forest lands described in paragraph (1), who claims to have been deprived by the United States of title to property as a result of previous erroneous surveys.

(3) The terms "Secretary" means the Secretary of Agriculture.

(c) CONVEYANCE OF LANDS.—Notwithstanding any other provision of law, the Secretary is authorized and directed to convey, without consideration, all right, title, and interest of the United States in and to affected lands as described in subsection (b)(1), to any claimant or claimants, upon proper application from such claimant or claimants, as provided in subsection (d).

(d) NOTIFICATION.—Not later than 2 years after the date of enactment of this Act, claimants shall notify the Secretary, through the Forest Supervisor of the Plumas National Forest, in writing of their claim to affected lands. Such claim shall be accompanied by—

(1) a description of the affected lands claimed;

(2) information relating to the claim of ownership of such lands; and

(3) such other information as the Secretary may require.

(e) ISSUANCE OF DEED.—(1) Upon a determination by the Secretary that issuance of a deed for affected lands is consistent with the purpose and requirements of this section, the Secretary shall issue a quit claim deed to such claimant for the parcel to be conveyed.

(2) Prior to the issuance of any such deed as provided in paragraph (1), the Secretary shall ensure that—

(A) the parcel or parcels to be conveyed have been surveyed in accordance with the Memorandum of Understanding between the Forest Service and the Bureau of Land Management, dated November 11, 1989;

(B) all new property lines established by such surveys have been monumented and marked; and

TOTAL P.03

the proposed projects will be implemented. He will document the decision and reasons for the decision in the Record of Decision. That decision will be subject to Forest Service Appeal Regulations (36 CFR part 215).

Dated: August 17, 1998.

Monte Fujishin,

District Ranger.

[FR Doc. 98–22736 Filed 8–24–98; 8:45 am]

BILLING CODE 3410–11–M

DEPARTMENT OF AGRICULTURE

Forest Service

DEPARTMENT OF THE INTERIOR

National Park Service

USDA, Forest Service, USDI, National Park Service; Notice of Transfer of Administrative Jurisdiction, Coconino National Forest and Walnut Canyon National Monument

SUMMARY: The Forest Service previously had administrative jurisdiction over 1,279 acres, more or less, as depicted on the map entitled, "Boundary Proposal—Walnut Canyon National Monument," numbered 360/80,010, and dated September 1994. The National Park Service formerly had administrative jurisdiction on 54 acres, more or less, as shown on the same map. Notice is hereby given that, pursuant to the provisions of Section 208 of Pub. L. 104–333, 110 Stat. 4093, administrative jurisdiction on the 1,279 acres is now in the National Park Service, and administrative jurisdiction on the 54 acres is now in the Forest Service. Both transfers are subject to prior existing rights and applicable laws and regulations. The specific lands and/or interests, subject to this notice, include both the surface and minerals on 1,279 acres, more or less, and 54 acres, more or less.

SUPPLEMENTARY INFORMATION: The maps and other documents associated with this transfer of lands and minerals may be reviewed at the Intermountain Land Resources Program Center, 1220 South St. Francis Drive, Santa Fe, New Mexico 87504, and at Walnut Canyon National Monument Headquarters, 6400 North Highway 89, Flagstaff, Arizona 86004. The same materials are available at the USDA, Forest Service, Regional Office, 517 Gold Avenue, SW, Albuquerque, New Mexico 87102, and Coconino National Forest, 2323 Greenlaw Lane, Flagstaff, Arizona 86004.

Dated: May 5, 1998.

Eleanor Towns,

Regional Forester, USDA, Forest Service, Region 3.

Dated: July 17, 1998.

John E. Cook,

Regional Director: Intermountain Region, National Park Service.

[FR Doc. 98–22723 Filed 8–24–98; 8:45 am]

BILLING CODE 4310–70–P

DEPARTMENT OF COMMERCE

Submission for OMB Review; Comment Request

The Department of Commerce (DOC) has submitted to the Office of Management and Budget (OMB) for clearance the following proposal for collection of information under provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35).

Agency: Bureau of Export Administration (BXA).

Title: Approval of Triangular Involving Commodities Covered by a U.S. Import Certificate.

Agency Form Number: None.

OMB Approval Number: 0694–0009.

Type of Request: Extension of a currently approved collection of information.

Burden: 1 hour.

Average Time Per Response: 30 minutes per response.

Number of Respondents: 1.

Needs and Uses: The triangular symbol will be stamped on the certificate as notification to the government of the exporting country that the U.S. importer is uncertain whether the items will be imported into the U.S. or knows that the items will not be imported into the U.S., but that, in any case, the items will not be delivered to any other destination except in accordance with the EAR. This procedure was developed in an effort to increase the effectiveness of controls over international trade in strategic commodities, ensuring that they will not be delivered to any other destination except in accordance with export control regulations.

Affected Public: Individuals, businesses or other for-profit institutions.

Respondent's Obligation: Required to obtain or retain a benefit.

OMB Desk Officer: Victoria Baecher-Wassmer (202) 395–5871.

Copies of the above information collection proposal can be obtained by calling or writing Linda Engelmeier, DOC Forms Clearance Officer, (202) 482–3272, Department of Commerce, Room 5327, 14th and Constitution Avenue, NW, Washington, DC 20230.

Written comments and recommendations for the proposed information collection should be sent within 30 days of publication of this notice to Victoria Baecher-Wassmer, OMB Desk Officer, Room 10202, New Executive Office Building, Washington, DC 20230.

Dated: August 18, 1998.

Linda Engelmeier,

Departmental Forms Clearance Officer, Office of the Chief Information Officer.

[FR Doc. 98–22726 Filed 8–24–98; 8:45 a.m.]

BILLING CODE 3510–33–P

DEPARTMENT OF COMMERCE

Submission for OMB Review; Comment Request

The Department of Commerce (DOC) has submitted to the Office of Management and Budget (OMB) for clearance the following proposal for collection of information under the provisions of the Paperwork Reduction Act (44 USC Chapter 35).

Agency: National Oceanic and Atmospheric Administration (NOAA).

Title: Northeast Region—Gear Identification Requirements.

Agency Form Number(s): None.

OMB Approval Number: None.

Type of Request: New collection.

Burden: 24,518 hours.

Number of Respondents: 3,253 (multiple requirements).

Avg. Hours Per Response: One minute to mark gear.

Needs and Uses: This collection is under the authority of the Magnuson-Stevens Fishery Conservation and Management Act. The regulations specify that federal permit holders using specified fishing gear be marked with the vessels official identification number, Federal permit number, tag number, or some other specified form of identification. The regulations further specify how the gear is to be marked (e.g., location and visibility). This information is used for enforcement purposes and for the identification of gear concerning damage loss or civil proceedings.

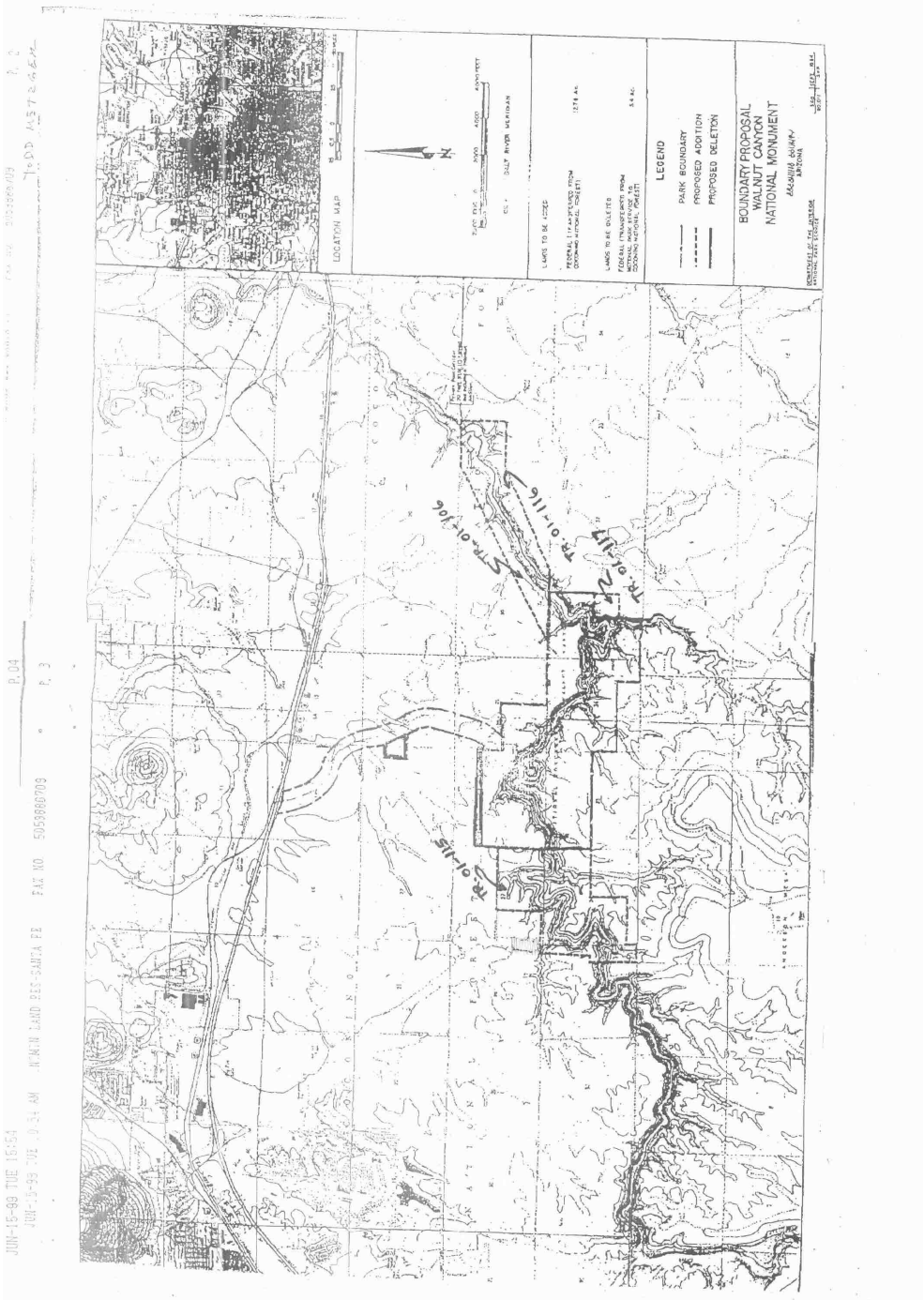
Affected Public: Businesses or other for-profit organization, individuals.

Frequency: Recordkeeping.

Respondent's Obligation: Mandatory.

OMB Desk Officer: David Rostker, (202) 395–3897.

Copies of the above information collection proposal can be obtained by calling or writing Linda Engelmeier, DOC Forms Clearance Officer, (202) 482–3272, Department of Commerce,



Land History

03-28-1966: memorandum to director from acting assistant regional director, operations regarding easement for pipeline, walnut c

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

L54 Water System WACA (WR #1)

MAR 28 1966

Memorandum

To: Director

From: Acting Assistant Regional Director, Operations

Subject: Easement for Pipeline, Walnut Canyon

On February 27 we received a letter from the office of R.H. Housley, Forest Supervisor, Coconino National Forest, Arizona, enclosing an amended right-of-way permit for a portion of our pipeline to be deleted that is covered under permit dated January 6, 1939. This is noted as Amendment No. 1 and should be attached to and made a part of the original permit. We are enclosing copies of this instrument, attached map and transmittal letter for insertion in Water Right Docket No. 1, Walnut Canyon National Monument, Part I.

By copy of this memorandum we are transmitting copies to Supervisory Hydraulic Engineer, SSC and the Superintendent, Walnut Canyon, for insertion in their Dockets.

(SIGNED)

Thomas J. Williams

In duplicate

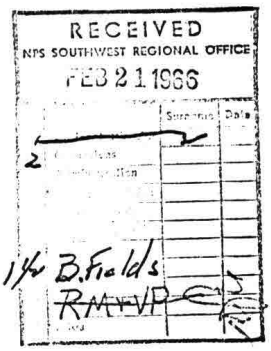
Enclosures

cc: Supervisory Hydraulic Engineer, SSC, (2) w/encs.
Superintendent, Walnut Canyon, w/encs.

1 copy to Chief D&C "Info Copy"

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

COCONINO NATIONAL FOREST
114 N. SAN FRANCISCO
FLAGSTAFF, ARIZONA



IN REPLY REFER TO

2710

February 17, 1966

National Park Service
P. O. Box 1728
Santa Fe, New Mexico

Gentlemen:

Reference is made to Regional Forester Fred H. Kennedy's letter of November 2, 1965 and the enclosed easement deed. Due to the land exchange, we have amended your 1/6/39 pipeline right-of-way permit to delete that portion of your pipeline right-of-way covered by the easement deed.

We are enclosing two copies of Amendment No. 1, which should be attached to and made a part of the original permit dated 1/6/39.

If you have any questions regarding this amendment, please contact Ranger Hutt at the Knob Hill Ranger Station or this office.

Sincerely yours,

R. M. HOUSLEY,
Forest Supervisor

By Dean P. Goddard

Enclosures

Walnut Canyon
L54 Waca

THE UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Mt. Elden - Walnut Canyon Pipeline

1/6/39

Amendment No. 1

Arizona Land Appreciation Fund Exchange Deletion

FEB 17 1966
Date

WHEREAS, the NE¼NE¼ of Section 7, Township 21 North, Range 8 East has been patented, and an easement deed issued by the City of Flagstaff, resulting in a deletion of approximately 70 feet from the above pipeline.

NOW, THEREFORE, it is agreed that the said pipeline is amended by deleting approximately 1,267 feet or 0.24 miles from the total on National Forest land.

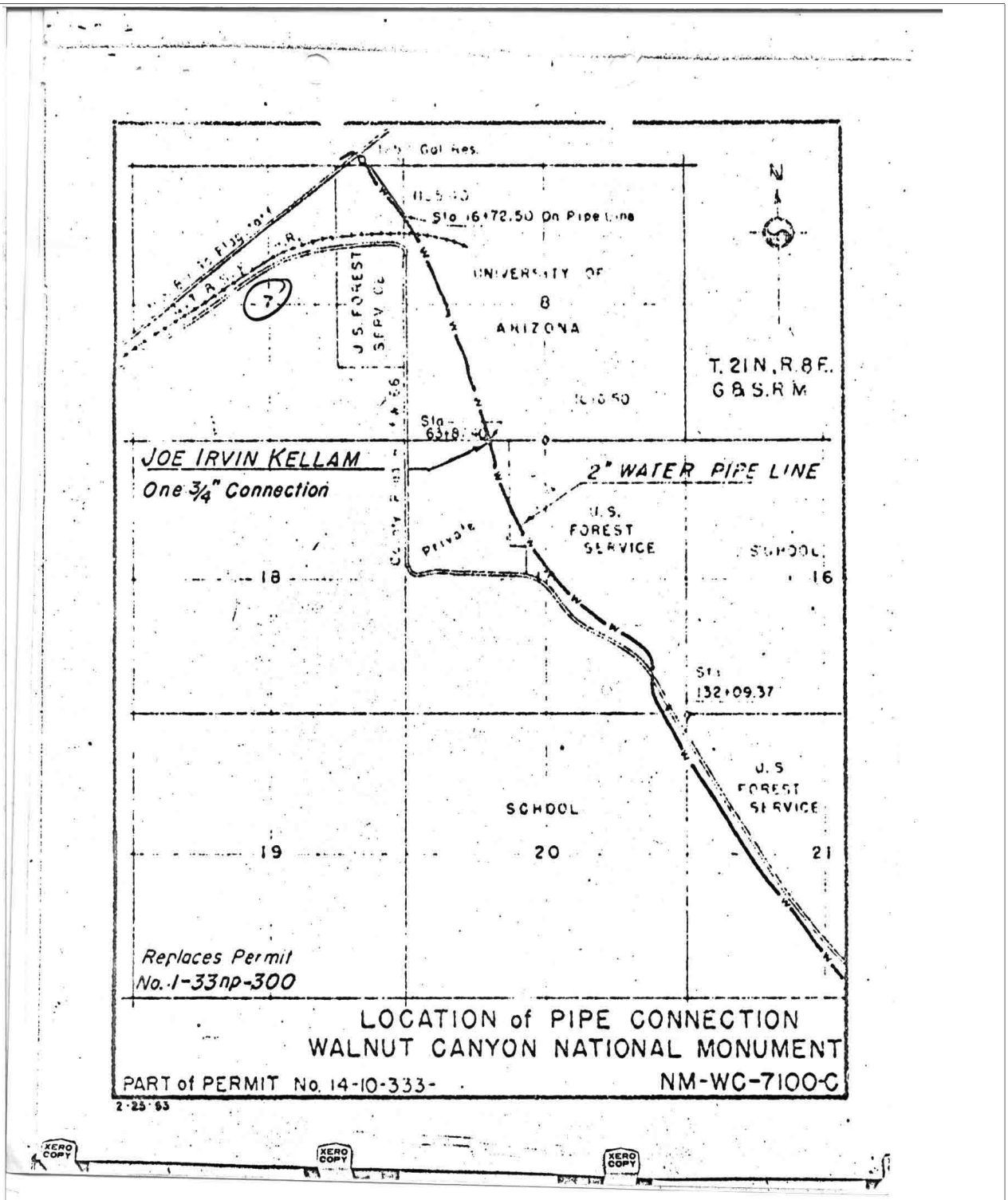
Total mileage covered by this permit as amended to date on National Forest land - 2.26 miles.

U. S. FOREST SERVICE

Date FEB 17 1966

By Dean C. Goddard

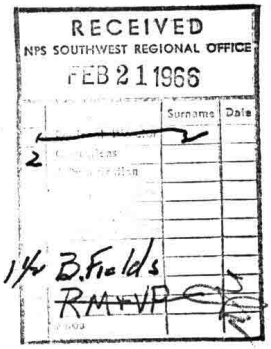
Title Acting Forest Supervisor


N
Sta 16+72.50 On Pipe Line
U.S. FOREST SERV. CO.
UNIVERSITY OF
8
ARIZONA
T. 21 N., R. 8 E.
G & S. R. M.
Sta 63+18
JOE IRVIN KELLAM
One 3/4" Connection
2" WATER PIPE LINE
PRIVATE
U. S. FOREST SERVICE
SCHOOL
18
16
Sta 132+09.37
U. S FOREST SERVICE
SCHOOL
19
20
21
Replaces Permit No. 1-33np-300
LOCATION of PIPE CONNECTION
WALNUT CANYON NATIONAL MONUMENT
PART of PERMIT No. 14-10-333-
NM-WC-7100-C
2-25-65
XERO COPY
XERO COPY
XERO COPY

02-17-1966: letter to nps from forest supervisor regarding easement deed

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

COCONINO NATIONAL FOREST
114 N. SAN FRANCISCO
FLAGSTAFF, ARIZONA



IN REPLY REFER TO

2710

February 17, 1966

National Park Service
P. O. Box 1728
Santa Fe, New Mexico

Gentlemen:

Reference is made to Regional Forester Fred H. Kennedy's letter of November 2, 1965 and the enclosed easement deed. Due to the land exchange, we have amended your 1/6/39 pipeline right-of-way permit to delete that portion of your pipeline right-of-way covered by the easement deed.

We are enclosing two copies of Amendment No. 1, which should be attached to and made a part of the original permit dated 1/6/39.

If you have any questions regarding this amendment, please contact Ranger Hutt at the Knob Hill Ranger Station or this office.

Sincerely yours,

R. M. HOUSLEY,
Forest Supervisor

By Dean P. Gossard

Enclosures

Recvd w/Reg. memo 3/28/66

Walnut Canyon
L54 Waca

THE UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Mt. Elden - Walnut Canyon Pipeline

1/6/39

Amendment No. 1

Arizona Land Appreciation Fund Exchange Deletion

FEB 17 1966
Date

WHEREAS, the $NE\frac{1}{4}NE\frac{1}{4}$ of Section 7, Township 21 North, Range 8 East has been patented, and an easement deed issued by the City of Flagstaff, resulting in a deletion of approximately 70 feet from the above pipeline.

NOW, THEREFORE, it is agreed that the said pipeline is amended by deleting approximately 1,267 feet or 0.24 miles from the total on National Forest land.

Total mileage covered by this permit as amended to date on National Forest land - 2.26 miles.

U. S. FOREST SERVICE

Date FEB 17 1966

By Dean C. Gossard

Title Acting Forest Supervisor

12-02-1965: memorandum to director from assistant regional director, operations regarding easement for pipeline, walnut canyon

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

EWR 12/9/65

L1425-SLW

Memorandum

To: Director DEC 2 1965

From: Assistant Regional Director, Operations

Subject: Easement for Pipeline, Walnut Canyon

Enclosed is the original Easement Deed dated the 22nd day of March, 1964 between Arizona Land Appreciation Fund, Inc., and the United States of America covering a water transmission pipeline across the NE 1/4 NE 1/4 of Section 7, T. 21 N., R. 8 E., G&SRM, Arizona.

This easement was received on November 2, 1965 from the Southwest Region of the U.S. Forest Service and involves Exchange Arizona-032088 processed by the U. S. Forest Service. The patent from the United States of America conveying the title to the Arizona Land Appreciation Fund, Inc., included certain National Forest lands which we had been using under authority of a National Forest permit.

The easement was transmitted to the Superintendent, Walnut Canyon, on November 4 and copies of our transmittal memorandum were mailed to you at the time. By copy of this memorandum we are returning a reproduced copy of the easement to the Superintendent, Walnut Canyon, for his permanent land records. A copy has been retained in this office.

This is instrument No. 9249 recorded November 8, 1965 at 1:20 o'clock P.M. in Docket 244, Pages 263-269 of the records of Coconino County, Arizona. We are also planning to include copies of the easement and the map in our Water Right docket for Walnut Canyon.

(SIGNED)

George W. Miller

Enclosures
In duplicate

cc: Superintendent, Walnut Canyon w/enc.

EASEMENT DEED

THIS INDENTURE, Made this 22nd day of March, 1964, between ARIZONA LAND APPRECIATION FUND, INC., a Corporation, whose address is Post Office Box 218, Scottsdale, Arizona, Grantor, and the UNITED STATES OF AMERICA, whose address is Southwest Region, National Park Service, P. O. Box 1728, Santa Fe, New Mexico, Grantee:

W I T N E S S E T H:

That for and in consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee, and its assigns, an easement and right-of-way for:

An existing water transmission line (pipeline) across the following-described lands: NE¼NE¼ Section 7, T. 21 N., R. 8 E., G&SRM, Coconino County, Arizona, and further described as beginning at the northwest corner of the NE¼NE¼ of Section 7 at Station 0/00, thence S. 49° 44' 30" E. to Station 5/28.67, thence S. 50° 45' 30" E. to Station 16/95.55, said Station 16/95.55 being 1105.40' south of the northeast corner of Section 7 and being on the east section line of Section 7; and

An existing valve box and sump located in the NW¼NE¼NE¼ Section 7, T. 21 N., R. 8 E., G&SRM, Coconino County, Arizona.

Including the right of ingress and egress and the right to maintain the water line, valve box and sump.

Said easement covers an area limited to that actually used or needed in the enjoyment of this privilege, as per map attached.

This easement is granted with the understanding that the Grantor, his heirs or assigns reserve the right to relocate the pipeline at no expense to the Grantee.

If at any time this easement is abandoned by Grantee, or its assigns, the rights granted thereto shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the Grantor and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed on the day and year written above.

ARIZONA LAND APPRECIATION FUND, INC.

BY: Daniel F. Norton, Jr.
PRESIDENT

STATE OF ARIZONA,)
COUNTY OF Maricopa) ss.

On this the 22nd day of March, 1965, before me, the undersigned Notary Public, personally appeared DANIEL F. NORTON, JR., who acknowledged himself to be the PRESIDENT of ARIZONA LAND APPRECIATION FUND, INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

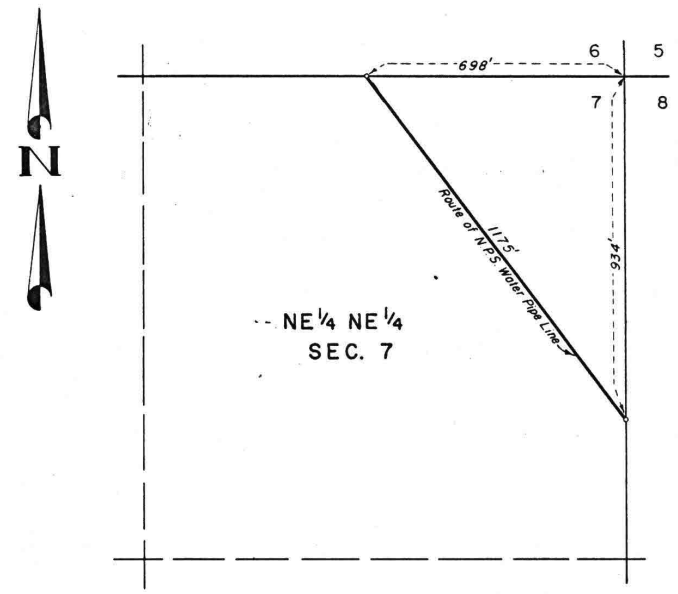
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Darcy M. Gulley
Notary Public

My Commission Expires:
August 7, 1967

DOCKET 244 PAGE 268

T. 21 N., R. 8 E. G. & S. R. M. ARIZONA



UNITED STATES OF AMERICA
Waterline Location
Across
NE1/4 NE1/4 Sec. 7, T. 21 N., R. 8 E. G. & S.R. B.&M.
WALNUT CANYON NATIONAL MONUMENT
Scale 1"= 300'

Field Work By Ringel & Brewer, 10/29/62.
Drawn by C. Arquero, 2/11/63.

NM-WAL-7105

INDEXED AND-
MICROFILMED

No. 9249
RECORDED AT REQUEST OF U. S. Dept. of the Interior
November 8th A. D. 19 65 at 1:20 o'clock P. M
In Docket 244 Pages 268-269
of Coconino County, Arizona.
Edna Mae Thornton, County Recorder
By Edna A Bishopp Deputy

DOCKET 244 PAGE 269

11-04-1965: memorandum to superintendent, walnut canyon from acting regional director regarding easement deed, arizona land

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

L1425-SLM

NOV 4 1965

CERTIFIED MAIL

Memorandum

To: Superintendent, Walnut Canyon

From: Acting Regional Director

Subject: Easement Deed, Arizona Land Appreciation Fund Incorporated, Walnut Canyon

Enclosed is a reproduced copy of Mr. J. Morgan Smith's memorandum of November 2 together with the original Easement Deed and a print of Drawing NM-WAL-7105 showing the route of the pipeline across the NE¼NE¼ of Section 7, T. 21 N., R. 8 E., GSRM.

Will you please take the necessary steps to have the Easement Deed recorded in Coconino County and the cost of recording can be paid out from your imprest fund and charged to the Regional Office Account No. .0431.

After the deed is recorded return it to us together with the map and we will make reproduced copies and return to you for your land records.

(SIGNED)

George W. Miller

Enclosures

cc: Director (2), w/o encs.
ACTING ARD, Administration
w/o encs.

JEKELL:dmr
11/4/65

L1425 Walnut Ariz Land Apprec.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

SOUTHWESTERN REGION
517 GOLD AVENUE, SW
ALBUQUERQUE, NEW MEXICO

IN REPLY REFER TO

5430
Exchanges - Sitgreaves (Coconino)
Arizona Land Appreciation Fund, Inc., 3/26/64
AR-032088

November 2, 1965

RECEIVED
NOV 4-1965
REGIONAL OFFICE

	Surname	Date
Regional Director		
Operations		
Administration		
Coop. Activities		
Development		
Director		
Lands	SP	11/4
Files		

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

National Park Service
P. O. Box 1728
Santa Fe, New Mexico

Gentlemen:

By Patent No. 02-66-0040, dated October 8, 1965, the United States of America conveyed title to the Arizona Land Appreciation Fund, Inc., certain National Forest lands which you have been using under authority of a National Forest permit.

As has been discussed with you by local Forest officers, your interest in these lands has been protected by an easement deed executed by the new owner of the land. This easement deed authorizes privileges similar to those enjoyed under the permit.

The original easement deed is enclosed. For your own protection you no doubt will wish to have this instrument made of record in Coconino County, Arizona.

A copy of this letter is being supplied the Grantor, Arizona Land Appreciation Fund, Inc.

Sincerely yours,

FRED H. KENNEDY, Regional Forester

By J. Morgan Smith

Enclosure

L 1425
Waca
Ariz Land Appreo
Fund, Inc

10-08-1965: patent number 02-66-0040

Form 1860–8
(July 1964)
(formerly 4–1040)

Arizona 032088

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, the Arizona Land Appreciation Fund, Inc., an Arizona corporation, being the owner of certain tracts of land situated and included within the limits of the Sitgreaves National Forest, Arizona, has, under the provisions of the Act approved March 20, 1922 (42 Stat. 465), entitled "An Act to consolidate national forest lands," as amended by the Act of February 28, 1925 (43 Stat. 1090), as supplemented by the Act of June 11, 1960 (74 Stat. 205) reconveyed and relinquished the said tracts to the United States and has, under the provisions of the said Act, selected in lieu thereof the following described tract of land:

Gila and Salt River Meridian, Arizona.

T. 21 N., R. 8 E.,

Sec. 7, NE¼NE¼.

The area described contains 40.00 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Arizona Land Appreciation Fund, Inc., and to its successors, the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Arizona Land Appreciation Fund, Inc., and to its successors and assigns forever. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

The N½N½N½NE¼NE¼, above section, township and range is subject to a right-of-way 5 feet in width for a telephone line for the Western Navajo Indian Agency in accordance with the provisions of said Act of February 28, 1925.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Phoenix, Arizona, the EIGHTH day of OCTOBER in the year of our Lord one thousand nine hundred and SIXTY-FIVE and of the Independence of the United States the one hundred and NINETIETH.

[SEAL]

By Ellen W. Kirsch
Acting Manager, Arizona Land Office.

02-66-0040
Patent Number .....

GPO 843-188

I HEREBY CERTIFY that the reverse hereof is a complete and accurate copy of an official record of the Bureau of Land Management.

DEC 2 3 1965
Date

Glendon E. Collins
Manager, Arizona Land Office

07-18-1968: memorandum to director from regional director, southwest region regarding pipe line license from the atchison, topek

W O D C
JUL 22 1963
CHF
ADM
PERS
P & P
ARCH
ENGR
L. A.
SPEC
CONT
WO4
CTION TAKEN - DATE

Southwest Region
Santa Fe, New Mexico

L54
WACA

JUL 18 1968

Memorandum

To: Director

From: Regional Director, Southwest Region

Subject: Pipe Line License from The Atchison, Topeka and Santa Fe Railway Company, Walnut Canyon National Monument

By memorandum of July 16th on the same subject we have sent Superintendent, Walnut Canyon seven (7) copies of the subject license. We requested that he place one (1) copy in his water right docket.

We have inserted a copy of this license in Part I of our docket and are enclosing acopy for insertion in yours. By copies of this memorandum we are sending it to WODC so that they may file it in their docket.

We have also enclosed a copy of an unnumbered sketch map showing the pipe line as it crosses Highway 66 and the railroad tracks. This map was drawn in July, 1957 from data supplied by the Superintendent and shows the location of breaks in the line near the Atchison, Topeka and Santa Fe Railway tracks. We have inserted this map in our docket under Part I, have sent copies to the Superintendent for the same disposition and by a copy of this memorandum are sending it to WODC for filing in their docket.

(SIGNED)

Daniel B. Beard

In duplicate

Enclosures

cc: WODC, w/enc

Southwest Region
Santa Fe, New Mexico

L1425

FEB 11 1963

Memorandum

To: Superintendent, Walnut Canyon

From: Regional Director

Subject: Water Line Right-of-Way Across NE^4NE^4 of Section 7, T. 21 N., R. 8 E., G.& S.R.B.&M., Walnut Canyon

We have received your memorandum of February 6 and the enclosed attachment from Elden District Ranger (Forest Service) William R. Snyder dated February 4.

We have prepared a new map showing the route of the Walnut Canyon water line across NE^4NE^4 of Section 7, T. 21 N., R. 8 E. This map is based on the Ringel & Brewer survey of October 29, 1962. From the information in District Ranger Snyder's memorandum of February 4, it appears that the Park Service water line was not constructed in accordance with the plans available in this office. Eight copies of the corrected print NM-WAL-7105 are enclosed and we suggest you write to Mr. Cravens or call on him and discuss the prints, since the land in question (NE^4NE^4 of Section 7) is to be exchanged in the near future.

In our letter of January 18 to Forest Supervisor Cravens, we requested that the original easement deed be returned to this office after recording. We suggest you discuss this matter with Mr. Cravens and arrange for the recording if the Forest Service or the grantor cannot have it recorded.

SIGNED

Thomas J. Allen

In duplicate

Enclosures

JEkell:dv 2/11/63

L 1425 waca
Ariz Land apprsl.
Funds, Inc

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Walnut Canyon National Monument
Flagstaff, Arizona

IN REPLY REFER TO:

~~D5039~~

February 6, 1963

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
FEB 8-1963

	Surname	Date
Regional Director		
Cons., Interp & Use		
Administration		
~~Resource Planning~~		
Program Coord.		
Operations		
Concessions		
Natural History		
Hist & Archaeology		
Ranger Services		
Files		

Memorandum

To: Regional Director

From: Superintendent, Walnut Canyon

Subject: Water Line Right of Way

Apparently drawing NM-WAL-7104 does not show the correct route of the existing water line across the $NE\frac{1}{4}NE\frac{1}{4}$ of Section 7. Mr. George Miller's memorandum of January 18, to Forest Supervisor Jay H. Cravens of Coconino National Forest refers to this subject.

Enclosed is the copy of a letter from District Ranger William Snyder of the Flagstaff office. Also enclosed is the copy of a field plat which shows the correct alignment of the water line in question.

Mr. Snyder's letter explains the problem we have. In this regard, it would be appreciated if a corrected drawing could be sent as soon as possible.

Six copies should be forwarded to Mr. Craven's office at 114 North San Francisco, Flagstaff, Arizona. We would also like to have a revised copy.

John F. Turney
Superintendent

In duplicate

Enclosures (2)

L 1425 wtr
Ariz. Land Appro.
Funds, Inc.

Copy (2) D5039 wtr

01-18-1963: letter to forest supervisor from acting regional director regarding right-of-way for the walnut canyon water line

Draft cleared
by: Barton

Southwest Region
Santa Fe, New Mexico

JAN 18 1963

Mr. Jay H. Cravens
Forest Supervisor
Coconino National Forest
114 North San Francisco
Flagstaff, Arizona

Dear Mr. Cravens:

This will acknowledge Mr. Gossard's letter of December 19, 1962, your file 5430, regarding the right-of-way for the Walnut Canyon water line located across the NE¼NE¼ of Section 7, T. 21 N., R. 8 E., Gila and Salt River Base and Meridian.

We regret the necessity for your follow-up letter of January 14, 1963, but we did not have a map showing the water line at the scale specified.

In accordance with your request we have enclosed the original and five copies of an easement deed proposed to be executed by Arizona Land Appreciation Funds, Inc., and six copies of Drawing NM-WAL-7104 showing the route of the existing water line across the NE¼NE¼ of Section 7.

We assuume that the original of the easement deed will be returned to this office when it has been executed so that it can be properly recorded. If it can be recorded in Coconino County by you or the grantor, we would like to have the original after recording.

We appreciate your bringing this matter to our attention and by copies of this correspondence we are supplying the information to the Superintendent of Walnut Canyon.

Sincerely,

George W. Miller
Acting Regional Director

Enclosure

cc:
Superintendent, Walnut Canyon
Lands

JEKell:dv 1/18/63

L1419 wa

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

COCONINO NATIONAL FOREST

114 N. SAN FRANCISCO
FLAGSTAFF, ARIZONA

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
JAN 16 1963

	Surname	Date
Regional Director		
Cons., Interp & Use		
Administration		
Program Coord.		
Operations		
Concessions		
Natural History		
Hi. & Archeology		
Ranger Services		
Files		

IN REPLY REFER TO
5430
January 14, 1963

Regional Director
Southwest Regional Office
National Park Service
P.O. Box 1728
Santa Fe, New Mexico

Attention: John Kell

Dear Sir:

Reference our letter of December 19, 1962 regarding necessary easement deed and maps for that portion of the Walnut Canyon water line crossing National Forest lands in $NE\frac{1}{4}NE\frac{1}{4}$ Section 7, T.21 N., R.8 E. Gila and Salt River Base and Meridian.

To date we have not received this deed and accompanying maps. May we urge action on this at an early date as we contemplate transfer of this forty to private ownership in the not too distant future, and would like to protect National Park Service interests in this water line before actual title change is made.

If we can be of any assistance please contact this office.

Sincerely yours,

JAY H. CRAVENS
Forest Supervisor

By Dean P. Hossord

L1419 wsca

12-19-1962: letter to regional director from forest supervisor regarding right-of-way for an existing transmission line under permit

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
114 N. SAN FRANCISCO
P.O. BOX 1268
FLAGSTAFF, ARIZONA

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
DEC 21 1962

	Surname	Date
Regional Director		
Cons., Interp & Use		
Administration		
[illegible]		
Program Coord.		
Operations		
Concessions		
Natural History		
Hist & Archaeology		
Ranger Services		
Files		

IN REPLY REFER TO
5430
December 19, 1962

Regional Director
Southwest Regional Office
National Park Service
P.O. Box 1728
Santa Fe, New Mexico

Attention: John Kell

Dear Sir:

Reference is made to a right-of-way for an existing transmission line (water pipeline) under permit to The National Park Service dated 1/6/39. A copy of the plat of this line is enclosed.

It is contemplated that a land exchange involving NE¼NE¼ Section 7, Township 21 North, Range 8 East, Gila and Salt River Base and Meridian, will be consummated in the near future with title to pass to a private owner.

A portion of the above transmission line crosses this forty. To protect the interests of the Park Service for this portion, an escrow easement deed will be necessary.

Enclosed herewith is a supply of blank easement forms, or you may use your own, acceptable to Government standards, for the preparation of this easement. The grantor will be, Arizona Land Appreciation Fund, Inc., 30 Pima Plaza, Scottsdale, Arizona.

Six copies of the easement deed accompanied by six plats of the portion involved in the change are required. The maps should be 4" to the mile and with sufficient detail to indicate the pipeline change.

Growth Through Agricultural Progress

L1419 waca

Upon consummation of the exchange the escrow easement deeds will be released to you when title passes, and that part taken from the special use of 1/6/39.

The sample copy of the easement deed enclosed may be used as a guide.

Sincerely yours,

JAY H. CRAVENS
Forest Supervisor

By Dean P. Howard

Enclosures:

COPY COPY

L-3031

Region Three
Santa Fe, New Mexico

October 28, 1958

Memorandum

To: Superintendent, Walnut Canyon

From: Regional Chief of Lands

Subject: Cancellation Special Use Permit 14-10-333-327, Jack P. Bird, Montezuma Land and Cattle Company, Walnut Canyon

Attached is an original and one copy of Mr. Bird's request for cancellation of the subject permit. The original, signed copy, should be placed with the Final Orders and Opinions copy. The signed copy should be given to the permittee. The reproduced copy should be attached to the "Superintendent's" copy of the permit.

I have given a signed copy to the Field Finance Office, placed one in the Regional Office file, and a reproduced copy has been transmitted to the Director's Office for their file.

It is our understanding that Mr. Bird has sold his holdings and a new permit will be issued to the new owner.

/s/ John E. Kell

John E. Kell
Regional Chief of Lands

Attachment
Copy to: F.O.O.F.
Permittee
F.F.O.
Regional Office
Director

COPY COPY

Jack P. Bird

Montezuma Land and Cattle Company

Flagstaff, Arizona

August 1, 1958

Superintendent,
Walnut Canyon National Monument
Rt. 1 Box 790
Flagstaff, Arizona

Dear Sir:

This will advise your office that I have sold my holdings near Walnut Canyon National Monument to Vita Trading Corporation.

Please cancel special use permit no. 14-10-333-327 covering one 3/4 inch tap on the Government Water line and including the right to cross Government land for a distance of 400 feet.

This permit shall be cancelled as of August 1, 1958.

Very truly yours,

/s/ Jack P. Bird

Jack P. Bird

At the request of Mr. Jack P. Bird the above numbered permit was canceled effective August 1, 1958.

/s/ Meredith M. Guillet

Meredith M. Guillet
Superintendent

C
O
P
Y

L-54

Region Three
Santa Fe, New Mexico

January 13, 1959

Memorandum

To: Director

From: Regional Chief of Lands

Subject: Purchase of Water, Walnut Canyon National Monument

With reference to my memorandum of December 9, 1958, Superintendent Meredith M. Guillet has furnished information regarding the purchase of water at Walnut Canyon.

The Superintendent advises:

> "The Mt. Elden Pipe Line Association and the Consolidated Water Company of Flagstaff no longer exist. Their holdings were purchased by the City of Flagstaff, and we now purchase our water direct from the City from City owned lines.
>
> "All negotiations will be made directly with the Board of Water Utilization of the City of Flagstaff."

Mr. Dunn will be interested in this information, and we have placed a copy of this memorandum on the left hand "Correspondence" side of our Water Rights Docket No. 1.

The other special use permits, shown under Part IV of the Outline of Assemblies of Docket No. 1, also need revision. This will be discussed in detail with Mr. Dunn in the Washington Office.

/s/ John E. Kell

John E. Kell
Regional Chief of Lands

In duplicate

COPY

COPY

a R Copy @ 1/30/61 JB.

Region Three
Santa Fe, New Mexico

L3031

JAN 20 1961

Memorandum

To: Superintendent, Walnut Canyon

From: Regional Director

Subject: Renewal, Special Use Permit, 3/4" Connection to Park Service Water Line, Walnut Canyon National Monument

We have your memorandum of January 3 advising of the expiration of five Special Use Permits authorizing use of the Walnut Canyon water line leading from Flagstaff to the Monument. All of these, with the exception of the permit to Laurence, Stegall and Cook Ranches, authorize one connection each. The last mentioned permit authorized two 3/4" connections previously.

Under normal circumstances, unless there is some administrative reason, we prefer that the permits be issued by you, as Superintendent. If, for any reason, you think the permit should be approved in this office we will be willing to approve them. In order to expedite matters we have prepared and attached new Special Use Permits and we suggest that you write to all permittees, mail the permits to them, request their execution and at the same time collect the $10.00 annual fee. If the permits are approved by you, the white (Field Finance Office copy) should be returned to this office and you should make proper distribution of the other copies.

We hope, in view of the new 50,000 gallon storage tank that is proposed, that we will be able to make a new connection along the north boundary of Section 18 and a portion of Section 17 (T.21N., R.8E) and thus increase the pressure in the line. We plan to have Regional Engineer Wohlbrandt and Mr. Kell, of this office, study this proposal as soon as convenient in order to determine if such an arrangement is possible and could be worked out with the City of Flagstaff and other property owners. We do not think, however, that you should discuss this matter locally until our representatives can meet with you at the proper time.

(SIGNED)

Thomas J. Allen
Regional Director

Attachments 5

Copy to: Director (2)

C O P Y

ELDEN WATER AND PIPELINE USERS ASSOCIATION

FLAGSTAFF ARIZONA

December 1, 1943

The Director,
National Park Service,
Merchandise Mart,
Chicago (54), Illinoise.

Dear Sir:

By the terms of an agreement entered into by the Elden Water and Pipeline Users Association with the National Park Service, it is necessary that taps on the Walnut Canyon Water Line be approved by both parties of the agreement. Applications for such taps by Mr. Claud Smith, Mrs. Bessie Kidd Best, Mr. Ralph H. Fish and the Kellam Cattle Company were approved some time ago by the Association.

Sincerely yours,

(Sgd) J. L. Gunzenhauser,
J. L. Gunzenhauser,
President

C O P Y

TOWN OF FLAGSTAFF, ARIZONA

COUNCIL MINUTES

MEETING February 13th, 1939.

I, C. T. Pulliam, Clerk of the Ckty of Flagstaff, hereby certify that the following is a true and correct copy of extract from minutes of the Common Council of the City of Flagstaff, on February 13th, 1939 to cover resolution of said Council authorizing the Mayor and City Clerk to execute a contract between the National Park Service, The Elden Pipe Line Association, and the city covering water to be used by the Walnut Canyon National Monument:

"A proposed contract to sell water to the government for use at Walnut Canyon National Monument through the Elden Pipe Line Assn. line, to be metered at our city limits provided the Elden Pipe Line Association is not able to furnish same through its line, was presented and read. Motion was made by Decker and seconded by Babbitt that the Mayor and Clerk be authorized to execute the contract in behalf of the city. The motion carried."

(SEAL)

(Sgd) C. T. Pulliam
Clerk, City of Flagstaff, Arizona.

10-19-1939: letter from secretary certifying true and correct copy of a resolution passed by the board of directors of elden water an

I hereby certify that the following is a full, true and correct copy of a resolution passed by the Board of Directors of Elden Water and Pipe Line Users Association at a meeting held on or about March 15, 1939, at which meeting a majority of the Directors was present and voted:

"RESOLVED, that K. H. Harmon, as President, and Winifred Lynch, as Secretary, of this Association, be and they are hereby authorized, to make, execute and deliver to the United States of America, Department of the Interior, an agreement to be entered into by said United States of America, the City of Flagstaff, Arizona, and the Elden Water and Pipe Line Users Association, wherein and whereby this Association agrees to sell water to the United States of America at the rate of sixty-five (65¢) cents per 1000 gallons and in consideration therefor the United States of America agrees to take out 1.3 miles of two-inch pipe and insert in the place thereof three-inch pipe at no cost to the Association."

Dated this 19th day of October, 1939.

(SEAL)

(Sgd) Winifred Lynch
Secretary

ARTICLES OF INCORPORATION

of

THE ELDEN WATER AND PIPE LINE USERS ASSOCIATION

A NON-PROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation, pursuant to Chapter 14, Article 3, as amended, Revised Code of Arizona.

ARTICLE 1.

The name of this association shall be the Elden Water and Pipe Line Users Association.

ARTICLE 11.

Purposes.

This association is organized and exists as a non-profit association without capital stock, pursuant to the laws of the State of Arizona, and the purposes for which it is formed are:

To participate in the establishment, maintainance and development of a community water association easterly from Flagstaff in Coconino County, State of Arizona, for the mutual benefit and rehabilitation of the members of the said community, and to do and perform acts necessary, convenient, useful or incidental to the accomplishment of this purpose. In furtherance of, and not in limitation of, the general powers conferred by the laws of the State of Arizona, and of the objects and purposes herein set forth, it is expressly provided that this association shall also have the power to do any or all of the following enumerated things:

(1) To supply members of the association and others with water and to sink wells and shafts and to make, build and construct, lay down and maintain reservoirs, cisterns, dams, culverts, filter beds, mains and other pipe lines and appliances, and to execute and do any and all other work and things necessary or convenient for obtaining storage, delivering, measuring and distributing water or otherwise.

(2) To lease, acquire by gift or bequest, buy, hold, own and exercise all privileges of ownership over such real or personal property as may be necessary for the conduct and operation of any of the business of this association or incidental thereto.

(3) To levy assessments in the manner and in the amount as may be provided in the By-Laws of the association.

(4) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government, or any agency, or agencies, therewith, and to cooperate with any governmental agency, or agencies, whether national, state, county, or municipal, or with any public agency whatsoever, in the purchase, construction, equipment, operation, maintainance or supervision of any undertaking of this association designed to effectuate the purposes herein set forth.

(5) To acquire, hold, own and exercise all rights of ownership in, and to sell, transfer or pledge shares of the capital stock or bonds, or become a member or a stockholder of, any corporation or association.

(6) To borrow from the ReSettlement Administration or any Federal or state agency or from any sources, money, goods, or services necessary or convenient to the accomplishment of the purposes of this association, and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and non-negotiable instruments and evidences of indebtedness, and to secure the payments of any thereof, and the interest thereon, by a mortgage upon, pledge, conveyance, or assignment in trust of the whole or any part of the property of this association, and to make loans to any member, or members, of the association, and to hire for the use of the members of the association any property, or properties, necessary for their use in producing products in furtherance of the accomplishments of the purposes of this association.

(7) To do each and everything necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or condusive to, or expedient for, the interest or benefit of the association, and contract accordingly, and, in addition, exercise and possess all powers, rights and privileges necessary or incidental to the purposes for which this association is organized or to the activities in which it is engaged; and, in addition, to possess the powers, rights, and privileges of corporations organized under the general laws of the State of Arizona, except such as are inconsistent with the express provisions of Chapter 14, Article 3, as amended, Revised Code of Arizona, 1928.

ARTICLE 111

The principal office for the transaction of business for this association shall be in Flagstaff, Coconino County, State of Arizona, but the association shall maintain offices and places of business in such other places within or without the State of Arizona as the Board of Directors may determine.

ARTICLE IV

The time of the commencement of the existence of this corporation shall be the date of the issuance to it by the Arizona Corporation Commission of a certificate of incorporation, and the termination thereof shall be twenty-five years thereafter with the privilege of renewal as provided by law.

ARTICLE V

Any corporation or any natural person who qualifies under the provisions hereinafter set forth in the by-laws of this association and is a bona fide resident of the community shall be eligible to membership in this Association; except as set forth herein, the rights, duties and obligations of the members of this association shall be provided for in the By-Laws; provided, that the association may render services for non-members as provided in the by-laws. Membership in this association shall be evidenced by membership certificates as provided in the by-laws.

ARTICLE V1

Each member of this association shall be entitled to but one vote upon any and all occasions, and under no circumstances shall a vote by proxy be allowed or considered.

ARTICLE V11

The names, Post Office addresses and residences of incorporaters of this association are as follows:

Name	Post Office Address	Residence
K. H. Harmon	Flagstaff, Arizona	Coconino County
James E. Babbitt	Flagstaff, Arizona	Coconino County
George Campbell	Flagstaff, Arizona	Coconino County
Winifred L. Lynch	Flagstaff, Arizona	Coconino County
L. F. Brady	Flagstaff, Arizona	Coconino County

ARTICLE VIII.

F. M. GOLD, who is a bona fide resident of Flagstaff, Coconino County, Arizona, is hereby appointed lawful agent for this association, and in its behalf accepts and can accept service, and upon whom may be served all necessary process, or processes, in any action, suit or proceedings which may be brought against it in any of the courts of the State of Arizona. The Board of Directors may revoke this appointment at any time and shall have the power to fill any vacancy in such position.

ARTICLE IX.

After due notice of the meeting was given, the following named persons were, on the 8th., day of July, 1938, at Flagstaff, Arizona, duly elected and qualified and appointed as the Board of Directors of this corporation to serve until their successors are elected and qualified:

M. H. Harmon

James E. Babbitt

George Campbell

Winifred L. Lynch

L. F. Brady

ARTICLE X.

The Officers of this association, who shall conduct the affairs under the management and control of the Board of Directors, shall be a President, a Vice President, a Secretary and a Treasurer, one or more of which offices, except those of President and Vice President, may be filled by the same person. All of the officers of this association shall be elected annually, the President, Vice President and Secretary, shall be chosen from the directors of this association. The officers of the association shall be entitled to a reasonable salary for services rendered.

ARTICLE XI.

This association shall, under no conditions, issue or cause to be issued, capital stock of any kind whatsoever.

ARTICLE XII.

The private property of the member of this association shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE XIII.

The annual meeting of the members of this association shall be on the second Monday in January, commencing with January 9, 1939, at the principal office of the business or at such places in Arizona as the Directors, after due notice, may prescribe.

ARTICLE XIV.

This association reserves the right to amend or change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights as conferred upon the members herein are granted subject to this reservation.

We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming an association to do business both within and without the State of Arizona and pursuant to the laws of the State of Arizona, do make this agreement, hereby declaring and certifying that the facts stated herein, are true and accurate, and have hereunto set our hands and seals this _____ day of July, 1938.

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

State of Arizona)
) ss.
County of Coconino)

This instrument was acknowledged before me this _____ day of July, 1938, by K. H. Harmon, James E. Babbitt, George Campbell, Winifred L. Lynch and L. F. Brady.

_____
NOTARY PUBLIC

My Commission Will Expire
May 9, 1942.

BY-LAWS

of

THE ELDEN WATER AND PIPE LINE USERS ASSOCIATION

A NON-PROFIT CORPORATION

ARTICLE 1.

Place of Business.

The principal place of business of this association shall be at the town of Flagstaff, County of Coconino, State of Arizona.

ARTICLE 11

Seal

The corporate seal shall have inscribed thereon the name of the association and the day and year of its organization.

ARTICLE 111

Fiscal Year.

The fiscal year of this association shall begin on the 1st., day of January and end on the 31st., day of December of each year.

ARTICLE 1V

Membership

Section 1. Any natural person, who is a bona fide resident or owner of real property in the community; any corporation organized and existing under and by virtue of the laws of the State of Arizona and doing business therein, and any person to whom the services of this association will be beneficial, may become a member of this association. Every member shall pay to the association upon entering the same a membership fee of $_____ provided, that after one year from the date of incorporation of this association the Board of Directors may fix and determine the membership fees. Such fees may be changed thereafter at the will of the Board of Directors. No membership card shall be issued to any person until it has been fully paid for. The members shall also be subject to such assessments as shall be necessary to pay for operating and other necessary expenses.

Section 2. Application for membership shall be on a form prepared by the Secretary of the association. The Board of Directors shall determine the eligibility of the person for membership in this association.

Section 3. If the application for membership is favorably passed on by the Board of Directors, a membership certificate, signed by the Secretary and the President of the association, shall be issued to the member, and the name of the member shall be entered in the books of the association. Membership in this association may be transferred only to an owner of real property within the communities to be benefited by this association.

Section 4. Membership in this association may be terminated (a) as and whenever a member ceases to be eligible for membership under the provisions of the Articles of Incorporation and these By-Laws; (b) by death; and (c) by withdrawal.

(a) In the event a member at any time ceases to be eligible for membership as herein required, the membership theretofore held shall ipso facto terminate upon the adoption of a resolution by the Board of Directors so stating, or appropriate entry of record in the membership records of the association under the authorization of the Board of Directors.

(b) Any membership theretofore held shall ipso facto terminate upon the death of a member; provided that the heir of said deceased member may succeed to said membership if otherwise acceptable.

(c) Any member shall be permitted to withdraw from this association; provided, that such withdrawal shall not affect any right or lien which the association has against the retiring member or his property until the indebtedness to the association is fully paid.

Section 5. In the event of the termination of a membership, regardless of how terminated, the Board of Directors of the association shall equitably appraise the property interests in the association of such member, which appraisal shall be conclusive, and shall fix the amount thereof in money which shall be paid to him within one year after such termination.

ARTICLE V

Members' Meetings

Section 1. The regular meetings of this association, in addition to the annual meeting for the election of Directors, as provided for in the Articles of Incorporation, shall be held quarterly at Flagstaff, Arizona on the 1st Monday in the months of April, July, October and January of each year in the town of Flagstaff, Arizona.

Section 2. Special meetings of the members for any purpose whatsoever may be held upon call of the Board of Directors or by a written request of ten (10) percent of the members, stating the specific business to be brought before the meeting. Calls for meetings shall state the time, place and purpose for which called.

Section 3. Written notices of meetings, whether regular or special, shall be given to each member at least ten (10) days before the meeting.

Section 4. Fifty-five (55) percent of the members of the association shall constitute a quorum for the transaction of all business at any meeting, whether regular or special.

Section 5. No business shall be transacted at any meeting unless a quorum be present; provided, however, that the members present shall have power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6. The President and the Secretary of the association shall act as Chairman and Secretary, respectively, of such meetings of the members, unless the meeting shall decide otherwise.

Section 7. Each member shall be entitled to one and only one vote on any and all occasions. Such vote must be cast in person; there shall be no voting by proxy; the election of Directors shall be by ballot. Voting upon all other matters shall be in the manner designated by the Chairman, unless a motion be made by a member from the floor, calling for a particular method of voting, followed by two seconds from the floor, in which case the voting shall proceed in the manner moved, seconded and voted.

ARTICLE VI

Directors

Section 1. The property and business of this association shall be managed and directed by a Board of not less than five nor more than five Directors, who shall be duly qualified members of the association. The Directors shall be elected annually at the regular annual meeting of the association and shall serve until their successors have been elected and have assumed office. One of the Directors shall be chosen President, and one Vice-President and one Secretary of the association.

Section 2. When a vacancy on the Board of Directors occurs, other than by expiration of term, the remaining members of the Board, by majority vote, shall fill such vacancy, and the person, or persons, so appointed to such vacancy shall serve until the next annual meeting of the association.

Section 3. A Director may resign from his position as Director, and from any other office to which he has been elected by the members of the association or by the Board of Directors, by a letter addressed to the Secretary of the association. Such resignation shall take effect immediately upon the receipt of said notification by the Secretary, and the Secretary shall thereupon notify the remaining members of the Board. Any Director may be removed, with or without cause, by a majority vote of all members of the association at any regular or special meeting called for such purpose.

Section 4. If any Director or officer participates in the profits realized by any outside business firm or organization from dealings with the association, or if he competes in any way with the business of the association on his private account, he shall immediately vacate his directorship and any office he may hold in the association.

Section 5. Regular meetings of the Board of Directors shall be held on the first Monday of each month at such time and place as may be designated by the President. Special meetings of the Board may be called at any time by the President, or by the Vice-President if the President be unable or neglect or refuse to call a meeting when requested by any member of the Board. Should both the President and the Vice-President be unable or neglect or refuse to call a special meeting of the Board, any two (2) members of the Board may concur in calling such meeting. No notice of the regular meetings need be given. Notice of all special meetings of the Board shall be given by the Secretary of the Board by mailing a written notice thereof to each member of the Board at least five (5) days prior to the date fixed for such meeting. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the majority of Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors.

ARTICLE VII

Duties and Powers of the Board of Directors.

Section 1. The Board of Directors, subject to restrictions of law, the Articles of Incorporation and these By-Laws, shall exercise all the powers of the association, and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board of Directors shall have and are hereby given full power and authority (to be exercised by resolution adopted by majority vote of all the members of the Board present at any regular or special meeting at which a quorum is present) in respect to the matters and as hereinafter set forth:

1. To select, appoint, and remove for cause all officers, agents or employees of the association, prescribe such rules and designate such powers as may not be inconsistent with these By-Laws, fix their compensation and require security for faithful service.

2. To authorize and cause to be executed mortgages and liens upon the whole or any part of the property of the association, and sell, lease, or exchange the property and estates of the association upon such terms and conditions and for such consideration as the Board of Directors shall deem expedient and for the best interests of the association.

3. To borrow money, and to make and issue notes and other negotiable and transferable instruments.

4. To fix charges to be paid by each member for the services rendered by the association to him, the time of payment and the manner of collection for the same.

5. To designate one or more committees, each committee to consist of two or more directors of the association, which committee, or committees, to the extent provided in such resolution or resolutions creating same, shall have and may exercise, subject to the general direction, approval and control of the Board of Directors, the powers of the Board of Directors in the management of the business and affairs of the association, or any part thereof, and may have power to authorize the seal of the association to be affixed to all papers that may require same.

6. At least once each year the Board of Directors shall order an audit of the books and accounts of the association by a competent public auditor or accountant. Reports submitted by such public auditor or accountant shall be submitted to the members of the association at their annual meeting. The Board shall also provide for such other audits as it shall deem desirable for the best interests of the association.

7. The Board of Directors shall present at each quarterly meeting and, when called for by a vote of the members, at any special meeting of members a full and accurate statement of the business and conditions of the association.

8. To require all officers, agents and employees of the association charged with responsibility for the custody of its funds or property to furnish adequate bonds. Such bonds shall be furnished by a responsible bonding company and the cost thereof shall be paid by the association.

Section 2. The Board of Directors of this association shall provide for tolls and fees for such services as shall be rendered to non-members of this association.

Section 3. In addition to the power and authority granted by the Articles of Incorporation and the By-Laws of this association, the Board of Directors may exercise all such powers of the association and do all such lawful acts and things as are not by statute or by the agreement of the association or by these By-Laws directed or required to be exercised or done by the members.

ARTICLE VIII

Officers

Section 1. The officers of the association shall be elected by the Board of Directors and shall be a President, a Vice President, a Secretary, a Treasurer and, if the Board of Directors shall deem advisable, a General Manager. The Board may also appoint such other officers as they deem desirable to transact the business of the association. The General Manager shall be appointed by the Board of Directors, subject to the advice and consent of an authorized representative of the Resettlement Administration. The President, Vice-President and Secretary shall be members of the Board of Directors, and if any one of them shall cease to be a director at any time, he shall ipsofacto cease to be such President, Vice-President, or Secretary. The offices of the Secretary and the Treasurer may be combined.

Section 2. The President shall be the chief executive officer of the association. He shall preside at all meetings of the members and the directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the association, which have been first approved by the Board of Directors. He shall, subject to the advice of the Board of Directors, have general supervision of the business and the affairs of the association. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall record all votes and the minutes of all proceedings in a book, or books, to be kept for that purpose, and shall perform like duties for all standing committees when required. He shall receive all applications for admission into the association and shall transmit them to the Board of Directors; he shall attend to all correspondence and keep the accounts, records and documents of the association; he shall have charge of the seal of the association, and when authorized by the Board of Directors shall affix the same to any instruments so requiring, and when so affixed it shall be attested by his signature; he shall keep a suitable record of the names and addresses of all members of the association; he shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors; he shall prepare a regular statement

of the affairs of the association; and he shall have such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be.

Section 4. The Treasurer shall receive and keep all funds of the association and deposit same in such bank, or banks, as may be designated by the Board of Directors. Such funds shall be paid out only on the check of the association bearing the signatures of such person or persons authorized by the Board of Directors to sign checks.

Section 5. In the case of the absence or inability of any officer, or officers, of the association to act, or any person herein authorized to act in his place, the Board of Directors may from time to time delegate for the time being the powers or duties or any of them of such officer to any other officer or to any directors.

ARTICLE 1X

Capital and Surplus

Section 1. The capital of the association shall consist of (1) Such funds as the association may be granted or may borrow from its members or other sources; and (2) any other properties which the association may own, build or acquire through toll charges or otherwise.

ARTICLE X

Interest in Other Societies.

The association may hold in its corporate name, and the Board of Directors may acquire, any amount of interest necessary be carry out its intents and purposes in any other society through which its products are disposed of or its supplies acquired.

ARTICLE X1

Credit

The Board of Directors shall fix the extent to which credit may be given or taken in the business transactions of the association.

ARTICLE X11

Bonds

The Board of Directors may require any officer, agent, factor or employee of the association to give bond in such sum as shall be satisfactory to it.

ARTICLE X111

Amendment

These By-Laws may be altered or amended by an affirmative majority vote of the members present at any regular meeting or any special meeting called for such purpose.

C O P Y

Flagstaff, Arizona,
November 16, 1938.

The Director
National Park Service
Washington, D. C.

Sir:

Confirming conversation with Mr. Hugh M. Miller, Assistant Superintendent, Southwestern Monuments, the Mount Elden Water Users Association of Flagstaff, Arizona, makes the following proposal for furnishing water to the United States for Walnut Canyon National Monument:

(1) The Association agrees to supply water to the United States at the rate of 65¢ a thousand gallons for all water metered to the government line.

(2) In any case of water shortage the Association agrees that the United States shall receive its pro rata share of available water based on its previous consumption during periods of unlimited supply.

(3) The rate of 65¢ per thousand gallons of water used by the United States is guaranteed for a period of 10 years.

(4) In consideration of this proposal the United States shall at its expense replace a certain existing section of 2-inch main with 3-inch main, approximately 1.3 miles long, more or less, the 2-inch pipe comprising the present main to become the property of the United States. The Association shall furnish all fittings and connections necessary for its take-off lines from the replaced section.

(5) The United States shall provide its own meter at the point of take-off from the end of the Mount Elden Water Users main near the Cliffs Siding of the Santa Fe railroad, and shall furnish and construct its own line from that point to the Walnut Canyon National Monument, such line to be the sole property of the United States.

(6) The United States shall sell no water or permit any tap off its line except with the prior written consent of the Mount Elden Water Users Association.

(Signed) MOUNT ELDEN WATER USERS ASSOCIATION

By: (Sgd) K. H. Harmon
K. H. Harmon, President.

Witness:

(Signature illegible)

(Sgd) H. Clay Parker

00-00-0000: easement

E A S E M E N T

THIS INDENTURE, made by and between ANNIE V. KESTER, a widow, of Flagstaff, Coconino County, State of Arizona, hereinafter called first party, and the UNITED STATES OF AMERICA, hereinafter called second party,

WITNESSETH: That first party, in consideration of the covenants and agreements of the second party hereinafter set out, hereby grants to the second party the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe-lines for conveying water, over and across a strip of land ten feet wide in Coconino County, State of Arizona, described as follows:

West half (1/2) of the Northeast quarter (1/4) of the Northwest quarter (1/4) of Section Seventeen (17), Township Twenty-one (21) North, Range Eight (8) East, G. & S. R. B. & M.,

said right-of-way lying equally on each side of the center line shown on the attached print of drawing marked Exhibit "A" and made a part hereof, prepared by Russel Pinching.

If, at any time, the second party, or its assigns, shall cease to use said lands for the purposes aforesaid for a period of six months, the same shall revert to, and revest in, the said Annie V. Kester, her heirs and assigns, as fully as in its former state.

The second party agrees to make proper connection and tap at a point upon the premises of the first party to be designated by her and shall furnish water from the said pipe line to the first party for household and domestic purposes only, when and if desired, at a fair and reasonable rate, such connection and meter to be installed in the event of furnishing such water, at the expense of Annie V. Kester,

1x

her heirs or assigns. The needs of second party shall have priority over water covered by said pipe line, and failure of a water supply to first party for any reason shall not constitute a liability on the part of the United States.

IN WITNESS WHEREOF, the parties have executed this instrument this ____ day of _____, 1939.

_____

_____

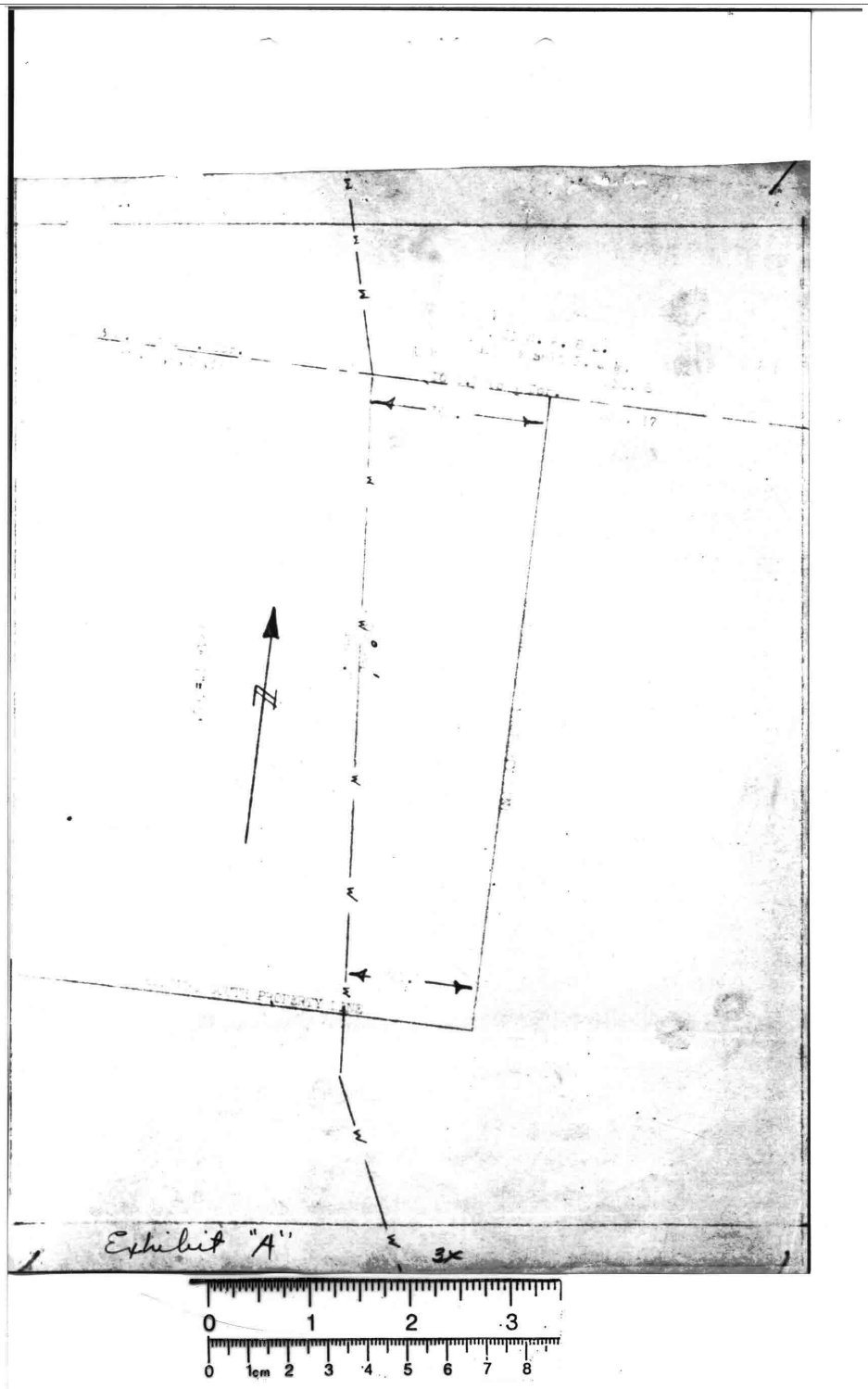
State of Arizona)
)ss
County of Coconino)

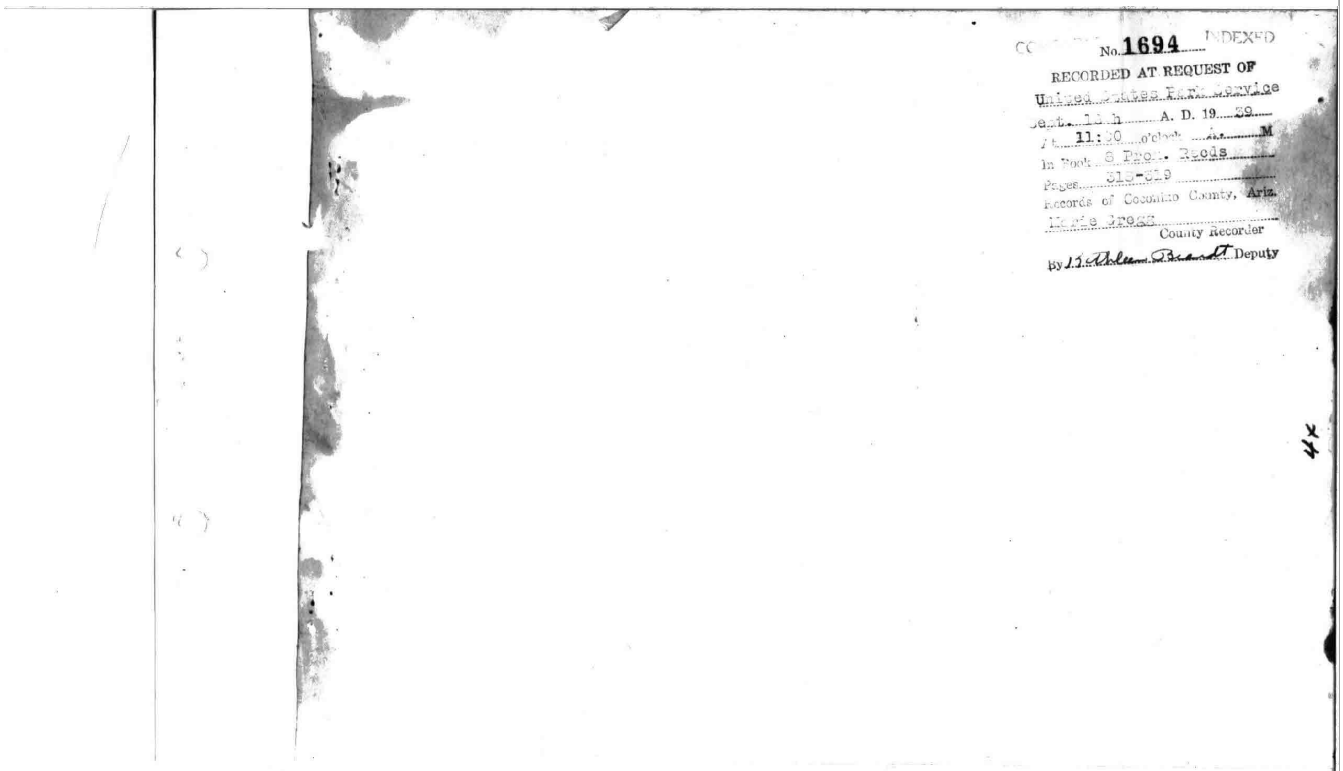
This instrument was acknowledged on this ____ day of _____, 1939, before me, a Notary Public in and for said county and state, by Annie W. Kester, a widow, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the purpose and consideration therein expressed.

_____
Notary Public

My commission expires:

2-


Exhibit "A"
3x
0 1 2 3
0 1cm 2 3 4 5 6 7 8



No. 1694 INDEXED

RECORDED AT REQUEST OF

United States Park Service

Dec. 14th A. D. 19 29

At 11:20 o'clock A. M

In Book 6 Prop. Reds

Pages 319-319

Records of Coconino County, Ariz.

M'Ree Jones

County Recorder

By J. Helen Brandt Deputy

4x

Form 1658 Standard
(Approved by General Solicitor)

PIPE LINE LICENSE

THIS INSTRUMENT, Made this 15th day of February 19 39,
between The Atchison, Topeka and Santa Fe RAILWAY COMPANY,
a Kansas corporation (hereinafter called the "Licensor"), party of the first part, and
United States Department of the Interior
(hereinafter, whether one or more, called the "Licensee"), party of the second part.

IN CONSIDERATION of the sum of _____
DOLLARS, ($_____) in hand paid, by the Licensee to the Licensor, where the pipe line, or lines, merely crosses the right of way, and/or IN CONSIDERATION of the sum of _____
DOLLARS, ($_____), payable by the Licensee to the Licensor annually in advance in the event that the pipe line, or lines, is laid longitudinally on the right of way of the Licensor and is not merely a crossing of the right of way, and the faithful performance by the Licensee of the covenants herein contained, the Licensor licenses the Licensee to construct and maintain One (_____) pipe line____, two inches in diameter (hereinafter, whether one or more pipe lines, called the "PIPE LINE"), to be used for carrying water across or along the right of way of the Licensor at or near the station of Cliffs, Coconino County, Arizona the exact location of said pipe line or lines being more particularly shown by red coloring upon the print hereto attached, No. 100-15469, dated January 14, 1939, marked "Exhibit A" and made a part hereof.

IN CONSIDERATION of the foregoing license, the Licensee agrees, at its own cost and subject to the supervision and control of the Licensor's chief engineer, to locate, construct and maintain the PIPE LINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the tracks, roadbed and property of the Licensor, or the safe operation of its railroad, and in the event that said PIPE LINE is to be used for oil or gas, it shall be constructed, installed and thereafter maintained in conformity with the plans and specifications shown on the print hereto attached marked "Exhibit B" and made a part hereof. If at any time the Licensee shall, in the judgment of the Licensor, fail to properly perform its obligations under this section, the Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event the Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by the Licensor, but failure on the part of the Licensor to perform the obligations of the Licensee, shall not release the Licensee from liability hereunder for loss or damage occasioned thereby.

The Licensee further agrees to reimburse the Licensor for any expense incurred by the Licensor for false work to support the Licensor's tracks and for flagman to protect its traffic during installation of said PIPE LINE and for any and all other expense incurred by the Licensor on account of said PIPE LINE.

The Licensee further agrees at all times to indemnify and save harmless the Licensor against all claims, demands, actions or causes of action arising or growing out of any loss of or damage to property or injury to or death of persons which may be due in any manner to the construction, use, maintenance, state of repair or presence of the PIPE LINE, and to pay to the Licensor the full amount of any loss or damage which the Licensor may sustain, incur or become liable for on account thereof.

THIS LICENSE is given by the Licensor and accepted by the Licensee upon the express condition that the same may be terminated at any time by either party upon ten (10) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this license in this or any other manner herein provided, the Licensee, upon demand of the Licensor, shall abandon the use of the PIPE LINE and remove the same and restore the right of way and tracks of the Licensor to the same

condition in which they were prior to the placing of the said PIPE LINE thereunder. In case the Licensee shall fail to restore the Licensor's premises as aforesaid within ten (10) days after the effective date of termination, the Licensor may proceed with such work at the expense of the Licensee. No termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the PIPE LINE is removed and the right of way and track of the Licensor restored as above provided.

Any notice, request, instructions or revocation of this license to be given by the Licensor to the Licensee hereunder shall be deemed to be properly served if the same be delivered to the Licensee, or if deposited in the post-office, postpaid, addressed to the Licensee at Coolidge, Arizona

In the event that two or more parties execute this instrument as Licensee, all the covenants and agreements of the Licensee in this license shall be the joint and several covenants and agreements of such parties.

All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon the Licensor without the written consent of the Licensor in each instance.

IN WITNESS WHEREOF, The parties have executed this agreement in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

Approved as to Description:

By G. A. Gilman

Its Assistant to General Manager.

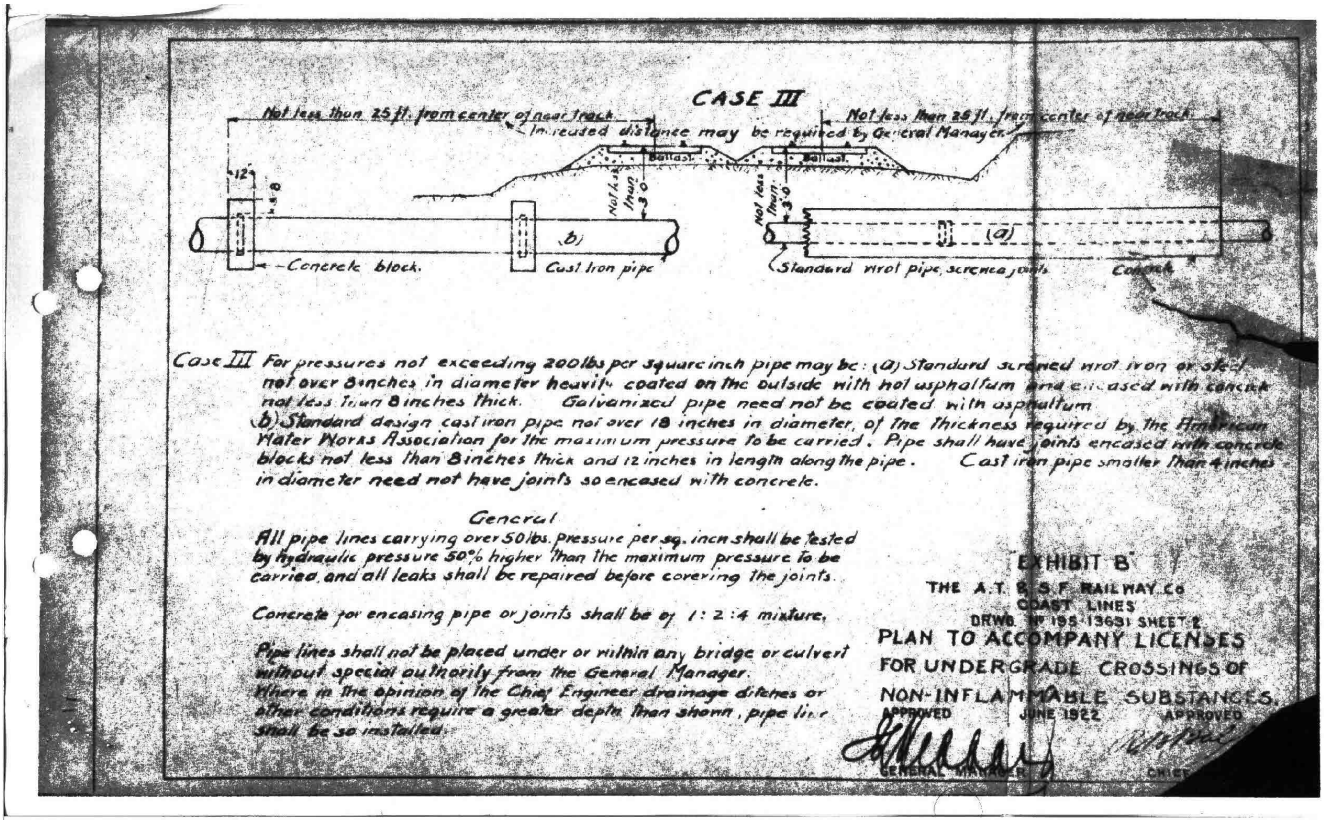
Chief Engineer.

UNITED STATES DEPARTMENT OF THE INTERIOR

Frank Pinkley

Supt. SW. Monuments

(Licensee)



Case III For pressures not exceeding 200 lbs per square inch pipe may be: (a) Standard screwed wrot iron or steel not over 8 inches in diameter heavily coated on the outside with hot asphaltum and encased with concrete not less than 8 inches thick. Galvanized pipe need not be coated with asphaltum.
(b) Standard design cast iron pipe not over 18 inches in diameter, of the thickness required by the American Water Works Association for the maximum pressure to be carried. Pipe shall have joints encased with concrete blocks not less than 8 inches thick and 12 inches in length along the pipe. Cast iron pipe smaller than 4 inches in diameter need not have joints so encased with concrete.

General

All pipe lines carrying over 50 lbs. pressure per sq. inch shall be tested by hydraulic pressure 50% higher than the maximum pressure to be carried, and all leaks shall be repaired before covering the joints.

Concrete for encasing pipe or joints shall be of 1:2:4 mixture.

Pipe lines shall not be placed under or within any bridge or culvert without special authority from the General Manager. Where in the opinion of the Chief Engineer drainage ditches or other conditions require a greater depth than shown, pipe line shall be so installed.

EXHIBIT B

THE A. T. & S. F. RAILWAY CO.
COAST LINES
DRWG. No 195-13631 SHEET 2

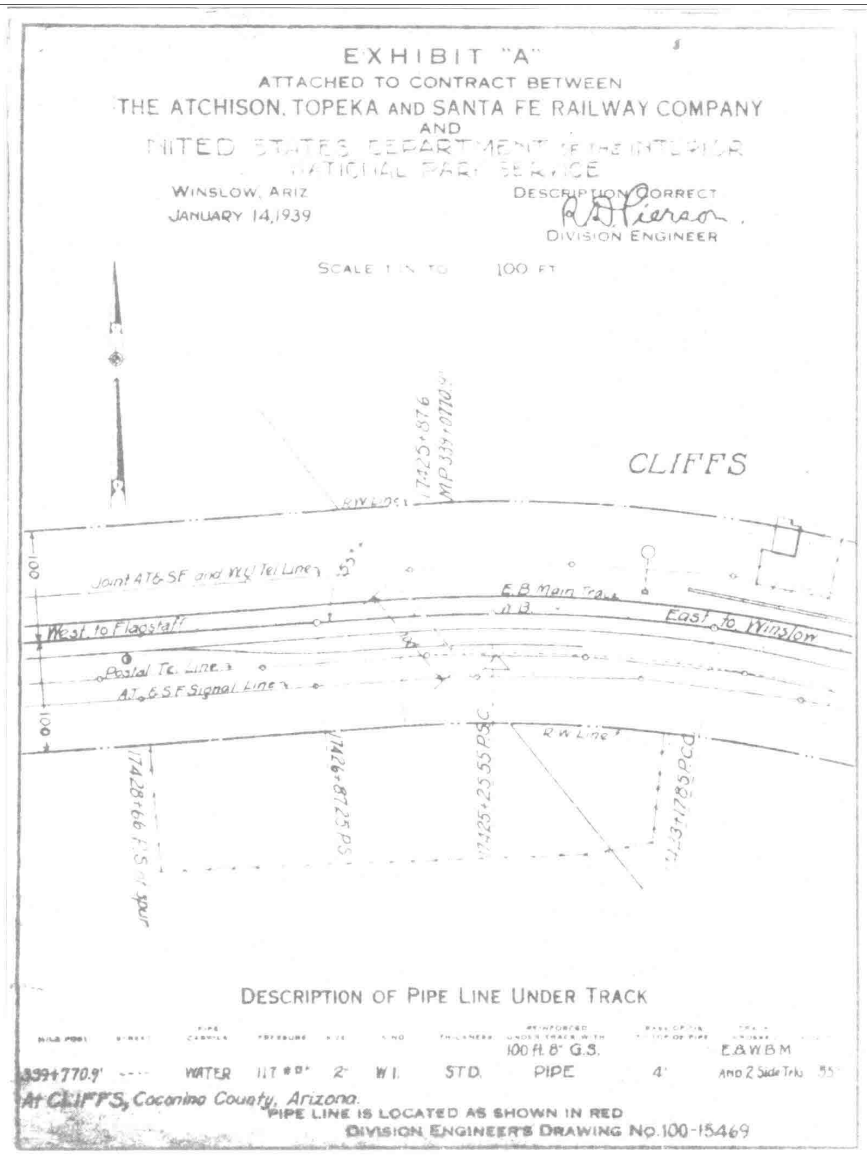
PLAN TO ACCOMPANY LICENSES FOR UNDERGRADE CROSSINGS OF NON-INFLAMMABLE SUBSTANCES.

APPROVED JUNE 1922.

APPROVED

GENERAL MANAGER

CHIEF


EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
NITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WINSLOW, ARIZ
JANUARY 14, 1939
DESCRIPTION CORRECT
R. D. Pierson
DIVISION ENGINEER
SCALE 1 IN. TO 100 FT.
CLIFFS
Joint AT&SF and WU Tel Lines
E.B. Main Track
W.B.
West to Flagstaff
East to Winslow
Postal Tel. Line
AT&SF Signal Line
R.W. Line
DESCRIPTION OF PIPE LINE UNDER TRACK
100 ft. 8" G.S.
E.B.W.B.M.
339+770.9'
WATER
2"
W.I.
STD.
PIPE
4'
AND 2 Side Trks
At CLIFFS, Coconino County, Arizona.
PIPE LINE IS LOCATED AS SHOWN IN RED
DIVISION ENGINEER'S DRAWING No. 100-15469

Form 1658 Standard
(Approved by General Solicitor)

Secretary's No. .....

Pipe Line License

THE A T & S F

RAILWAY COMPANY

TO

UNITED STATES DEPARTMENT OF

THE INTERIOR

For Water Pipe Crossing

Cliffs Station

Arizona Division

In effect February 15, 19 39

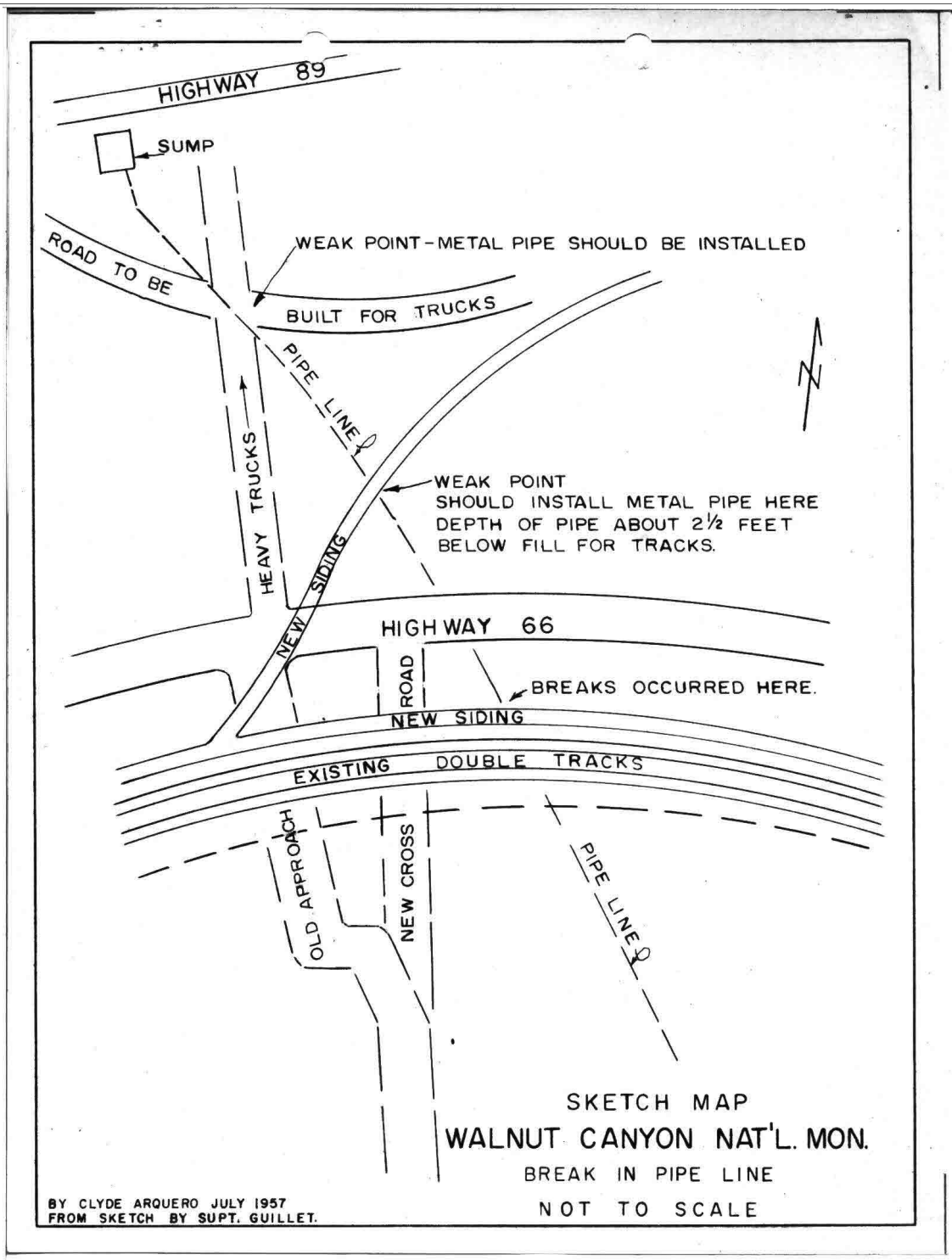
Cancellable on ten days' notice

Albuq. Div. Supt's No. B-32026

Chief Engineer's No. .....

Hall 1 38 2M 8322

07-00-1957: walnut canyon national monument - break in pipeline sketch map



STATE LAND DEPARTMENT

STATE OF ARIZONA

RIGHT-OF-WAY LEASE

No. 369--U

WHEREAS, in accordance with the provisions of Section 3005, Revised Code of Arizona, 1928, UNITED STATES OF AMERICA, lessee herein, has filed an application with the State Land Commissioner for a right-of-way across state lands described herein, which right-of-way is to be used for the sole purpose of constructing, operating and maintaining a water pipe line, and said application is accompanied by an alignment map and field notes thereon, and

WHEREAS, the said map and field notes thereon have been adopted by the parties hereto as the line of definite location of the said pipe line, and bears the same number as this lease and is made a part hereof.

It is agreed that if the pipe line goes through land which is leased for agricultural purposes, said pipe lines must be placed at least three feet under the ground and if, during the construction of the pipe line, any damages are done to growing crops of the lessee, that he be reimbursed for such damages, and if at any time it is necessary to repair this pipe line and damages are done to growing crops, then he be reimbursed for such damages, provided that appropriated Federal funds are available therefor.

NOW, THEREFORE, the said lessee is hereby authorized to construct, operate and maintain a pipe line, as shown on the said map, across the following described land:

Subdivision	Section	Twp.	Rng.	Acres	Grant
W½	8	21N	8E	1.08	U
NE¼NE¼	20	"	"	0.625	U
N½NE¼	28	"	"	0.352	U
S½SW¼	22	"	"	0.61	U

containing 2.66 acres, more or less.

1 v

It is mutually agreed that should the necessity for the right-of-way herein granted no longer exist, or should the lessee abandon or fail to use the land covered by said right-of-way for the purpose stated herein, or undertake to use said land for any purpose other than as stated herein, then this lease shall ipso facto terminate.

The State of Arizona reserves the right to permit its tenants to construct and maintain cattle guards. fences, gates and/or other structures necessary for the protection or use of the land crossed by the right-of-way granted herein.

Dated this 9th day of May, 1939.

ARIZONA STATE LAND DEPARTMENT

By _____
State Land Commissioner

UNITED STATES OF AMERICA

By Frank Pooley

Lessee

1913 CONFED

2

INDEXED No. 1673 COMPARED
RECORDED AT REQUEST OF
U. S. PARK SERVICE
Sept. 11th A. D. 1939
10:45 A.M.
4 of Leases
30
by

Administrative Agreements

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit contains Map Encl. of 2 pages

PERMIT NO. 14-10-333-388 EXPIRES 12/31/60
PREVIOUS PERMIT NO. 14-10-340-52

Ent
JACK P. BIRD + ASSOCIATES

SPECIAL USE PERMIT

WALNUT CANYON NATIONAL MONUMENT
(Area)

Montezuma Realty and Investment Company, of Flagstaff, Arizona is hereby authorized during the period from January 1, 19 60, to December 31, 19 60, to use the ~~[illegible]~~ surplus pipe capacity and make one 3/4 inch pipeline connection with the Government-owned pipeline serving Walnut Canyon National Monument, Arizona, as shown on sketch map NM-WC-7100-D attached hereto and made a part of this permit.

Water being transported in surplus pipe space is water purchased from Flagstaff sources and to be paid for to these sources by the permittee.

for the purpose of stock and domestic water supply

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and no/100 Dollars ($ 10.00), in advance, xxxxxxxxx annually xxxxxxxxxxxxxxxxxxxx (Monthly, semiannually, etc.), or as follows: Payment to be made on basis of full year or fractional year and the cost for the use of the connection for a portion of a year will not be prorated.
payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Walnut Canyon National Monument, this 29 day of January 1960

Meredith N. Guillet
Superintendent.

Meredith N. Guillet

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 Thomas L Clery	NAMED JACK P. BIRD + Associates Montezuma Realty and Investment Company
ADDRESS 1712 No Beaver	ADDRESS 205 No. San Francisco St. Flagstaff, Arizona
NAME Leonard Talkington	NAME Jack P. Bird
ADDRESS 302 N Agassiz	ADDRESS By: Jack P. Bird

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE
Thomas J. Allen	Regional Director	April 31, 1960

*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 the Branch of Lands, Washington)

PAGE 1

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

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 determined 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: 1958 16—55944-3

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

Walnut Canyon National Monument | PERMIT NO. 14-10-333-502 | PAGE NO. 3

16. This permit expires December 31, 1960. At that time, upon written request by the applicant, a new permit may be written for a total period not to exceed three years from the expiration date of December 31, 1960.

17. The fee of $10.00 per year covers only the connection to Government-owned water line and all water used must be paid for by the permittee in the regular manner prescribed by the Water Company.

18. Maintenance, up-keep and repair of the line to the Government-owned pipe line shall be the entire responsibility of the permittee.

19. It is understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulations, this permit shall be subject to immediate cancellation without any claim against the United States.

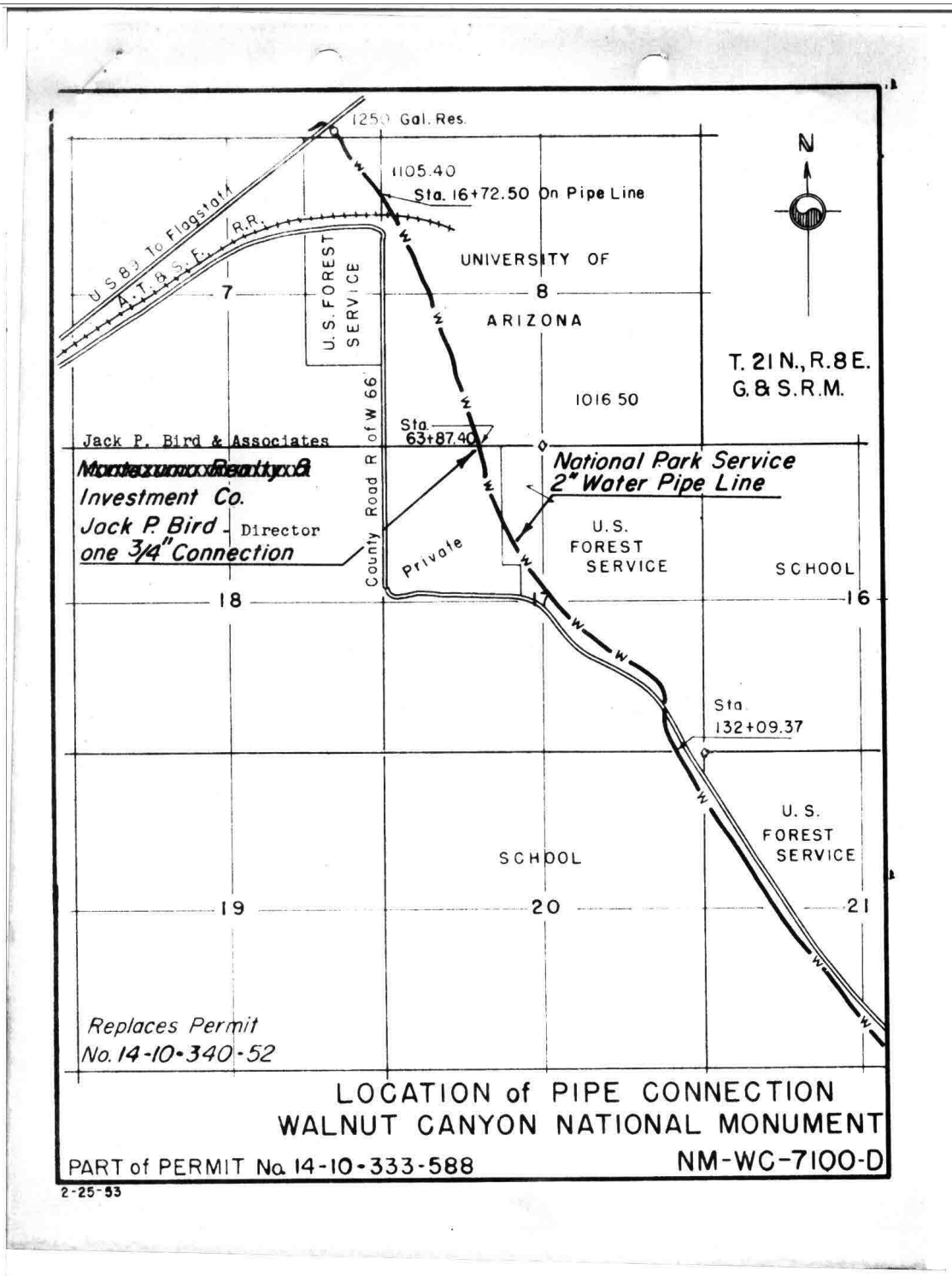
20. It is understood and agreed that the needs of the Federal Government shall have priority at all times on the capacity of the Federal water line to convey water; that the privilege granted under this permit is subject only to surplus water carrying capacity, when available, and no claim for damages in any form shall be made against the Federal Government or its employees as a result of limitation on the water carrying capacity of the line or failure of the water supply.

21. Since the line serves Walnut Canyon National Monument and is approximately 7 miles long and water is metered by the Water Company at the upper end of the line, the permittee will pay a percentage of regular line loss due to air, friction, etc. This percentage to be based on the amount of water used each month.

Jack P. Bird & Associates
[redacted]
205 No. San Francisco St.
Flagstaff, Arizona
Jack P. Bird
DIRECTOR

U. S. GOVERNMENT PRINTING OFFICE 16-72331-3

00-00-0000: location of pipeline connection



COPY

Form 10-114
(Rev. Oct. 1958)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists
Map
and 3 pages

PERMIT NO.	EXPIRES
14-10-333-450	12/31/60
PREVIOUS PERMIT NO.	
14-10-333-327	

SPECIAL USE PERMIT

Walnut Canyon National Monument (Area), Albert B. Spector, of Vita Trading Company, Flagstaff, Arizona is hereby authorized during the period from August 1, 19 58, to December 31, 19 60, to use the following-described land in the above-named area:

Permission to use one 3/4" pipe connection with Government-owned water line serving Walnut Canyon National Monument, Arizona. The permit also includes the right to cross Government land for a distance of approximately 400 feet (Walnut Canyon National Monument) for the purpose of maintaining the existing pipe line. The approximate location of the authorized 3/4" tap is shown on MAP NM-WAL-7101-C, attached hereto and made a part of this permit.

for the purpose of obtaining a water supply for domestic consumption.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and no/100 Dollars ($ 10.00), in advance annually (~~XXXXXXXXXXXXXXXXXX~~), or as follows: payment to be made on the basis of full years or fractional years and the use of the connection for a portion of a year will not be prorated.

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Walnut Canyon National Monument (City) this 1st day of December, 19 58.

Meredith M. ~~XXXXXXX~~ Guillet
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	/s/ Alice M. Corn	NAME	Albert B. Spector
ADDRESS	9248 No. 8th St., Sunnyslope, Arizona	ADDRESS	Vita Trading Company
NAME	Dorothy S. Jacobs	NAME	Helen B. Spector
ADDRESS	3127 No. 40th Ave. Phoenix, Arizona	ADDRESS	Albert B. Spector, personally and President & Treasurer of Vita Trading Company 714 Title & Trust Building, Phoenix, Arizona Or Route 1, Box 795, Flagstaff, Arizona

APPROVED: (If approval is required by higher authority)

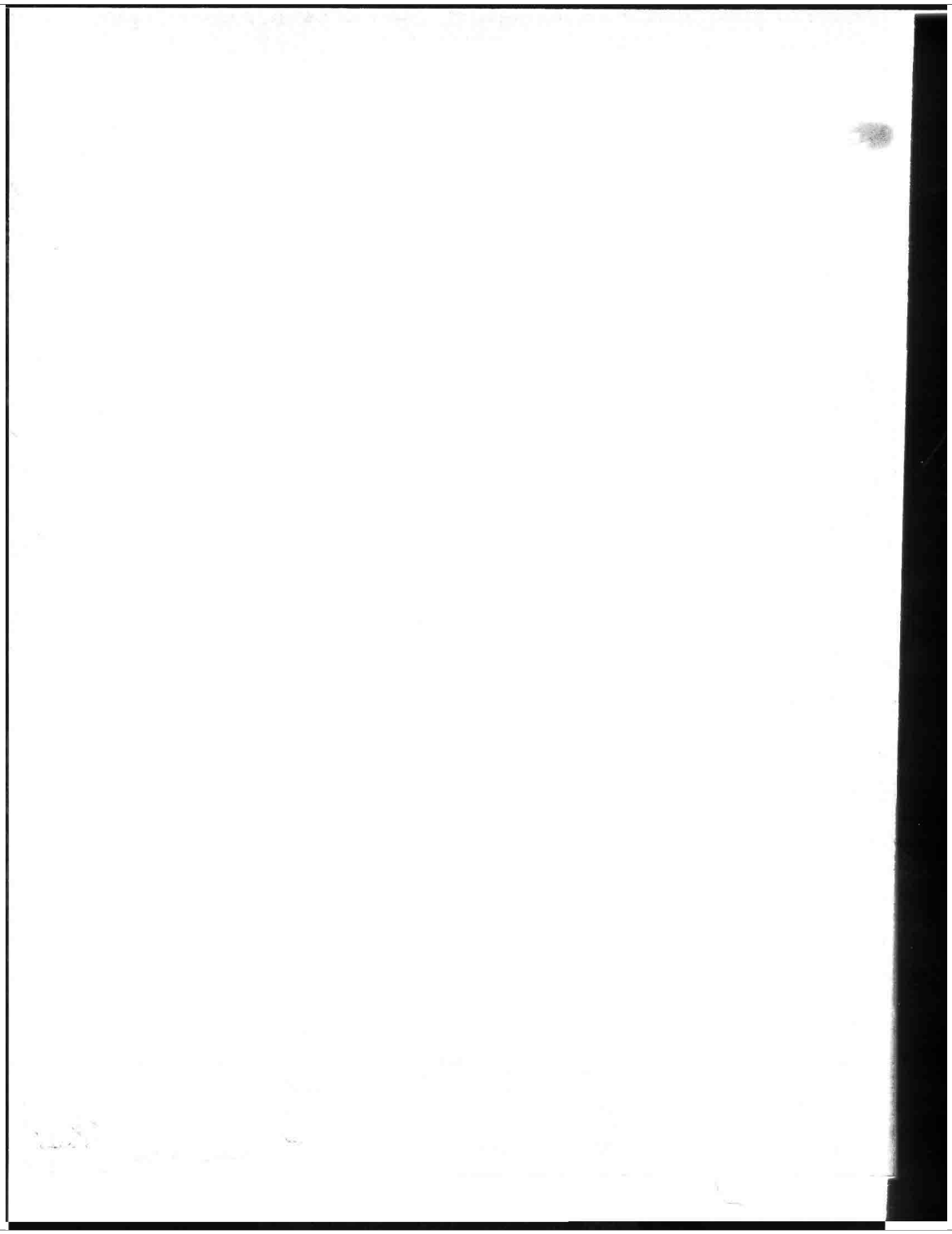
NAME	TITLE	DATE
/s/ Harthon L. Bill	Asst. Regional Director	12/16/58

*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 the Branch of Lands, Washington)

COPY

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Form 10-114a
(Dec. 1956)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
Walnut Canyon National Monument	14-10-333-450	3

16. This Permit expires December 31, 1960. At that time, upon written request by the applicant, a new permit may be written for a total period not to exceed three years from the expiration date of December 31, 1960.

17. The fee of $10.00 per year covers only the connection to Government-owned water line and all water used must be paid for by the permittee in the regular manner prescribed by the Water Company.

18. Maintenance, up-keep and repair of the line to the Government-owned pipe line shall be the entire responsibility of the permittee.

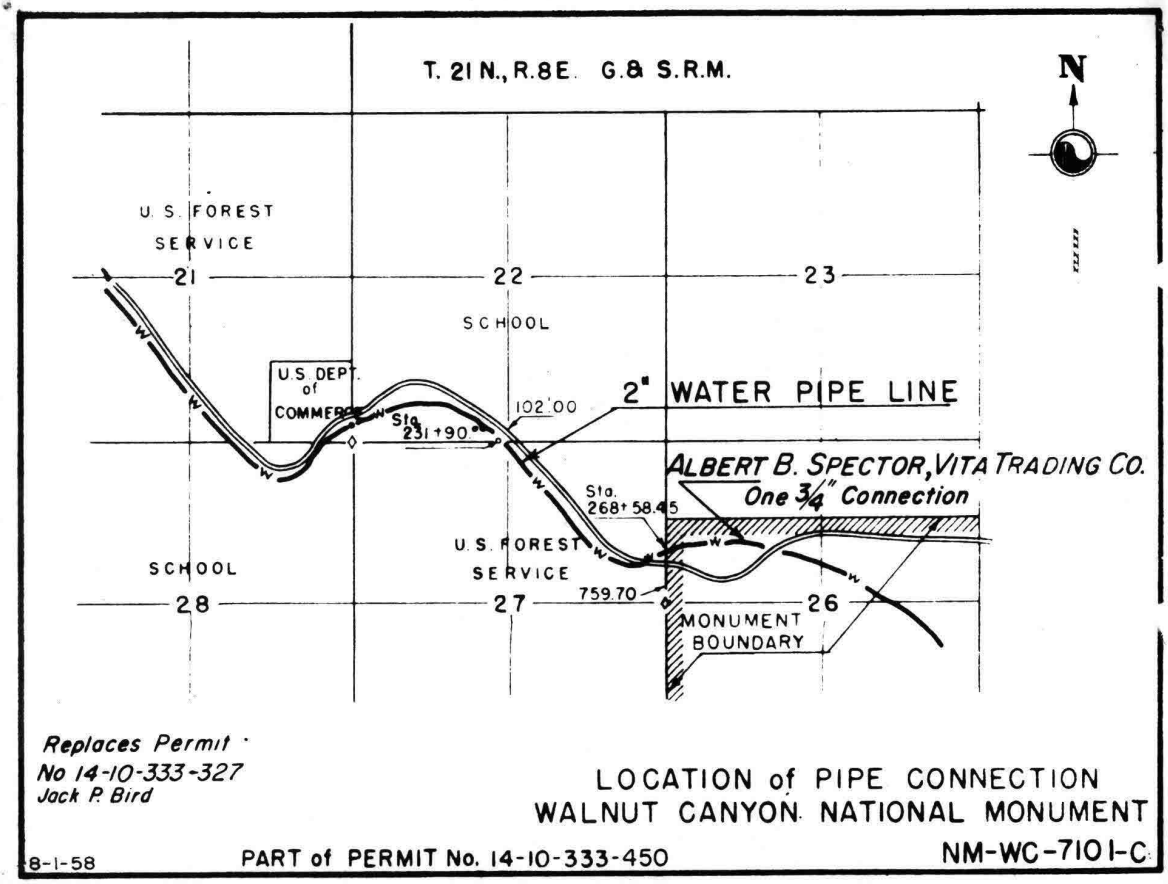
19. It is understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulations, this permit shall be subject to immediate cancellation without any claim against the United States.

20. It is understood and agreed that the needs of the Federal Government shall have priority at all times on the capacity of the Federal water line to convey water; that the privilege granted under this permit is subject only to surplus water carrying capacity when available, and no claim for damages in any form shall be made against the Federal Government or its employees as a result of limitation on the water carrying capacity of the line or failure of the water supply.

21. Since the line serves Walnut Canyon National Monument and is approximately 7 miles long and water is metered by the Water Company at the upper end of the line, the permittee will pay a percentage of regular line loss due to air, friction, etc. This percentage to be based on the amount of water used each month.

C
O
P
Y

U. S. GOVERNMENT PRINTING OFFICE 16—73101-1


T. 21 N., R. 8 E. G.& S.R.M.
N
U. S. FOREST SERVICE
21
22
23
SCHOOL
U.S. DEPT. of COMMERCE
Sta. 231+90
102.00
2" WATER PIPE LINE
ALBERT B. SPECTOR, VITA TRADING CO.
One 3/4" Connection
Sta. 268+58.45
U. S. FOREST SERVICE
SCHOOL
28
27
759.70
26
MONUMENT BOUNDARY
Replaces Permit No 14-10-333-327 Jack P. Bird
LOCATION of PIPE CONNECTION
WALNUT CANYON NATIONAL MONUMENT
8-1-58
PART of PERMIT No. 14-10-333-450
NM-WC-7101-C

Form 10-114
(Rev. Oct. 1958)

COPY

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of a map and of 3 pages

SPECIAL USE PERMIT

PERMIT NO.	EXPIRES
14-10-333-327	12/31/60

PREVIOUS PERMIT NO. 14-10-540-54

Walnut Canyon National Monument
(Area)

Jack P. Bird of Montezuma Land and Cattle Co., Flagstaff is hereby authorized during the period from April 8, 1958 to December 31, 1960, to use the following-described land in the above-named area:

Surplus pipe line capacity and permission to make on 3/4" pipe connection with Government-owned water line serving Walnut Canyon National Monument, Arizona; the permit also includes the right to cross Government land for a distance of approximately 400 feet (Walnut Canyon National Monument) for the purpose of maintaining existing pipe line. The location of authorized 3/4" tap is shown on Map NM-WAL-7101-B, attached hereto and made a part of this permit.

for the purpose of obtaining a water supply for domestic consumption.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and No/100 Dollars ($ 10.00), in advance annually (Monthly, semiannually, or annually), or as follows: payment to be made on the basis of full years or fractional years and water tap for a part of a year will not be prorated.

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Flagstaff, Arizona (City), this 9th day of April, 19 58.

/s/ Meredith M. Guillet
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 /s/ West	NAME Montezuma Land and Cattle Company
ADDRESS Flagstaff, Arizona	By: Jack P. Bird
NAME /s/ W. Baur	ADDRESS P.O. Box 897, Flagstaff, Arizona
ADDRESS Flagstaff, Arizona	NAME Jack P. Bird
	ADDRESS P.O. Box 897

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 the Regional Office Files)

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557, September 3, 1954.)

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 determined 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.

SPECIAL USE PERMIT
U. S. GOVERNMENT PRINTING OFFICE: 1956 16—35968-5

Form 10-114a
(Dec. 1956)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
Walnut Canyon National Monument	14-10-333-327	3

16. This Permit expires December 31, 1960. At that time, upon written request by the applicant, a new permit may be written for a total period not to exceed three years from the expiration date of December 31, 1960.

17. The fee of $10.00 per year covers only the connection to Government-owned water line and all water used must be paid for by the permittee in the regular manner prescribed by the Water Company.

18. Maintenance, up-keep and repair of the line to the Government-owned pipe line shall be the entire responsibility of the permittee.

19. It is understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulations, this permit shall be subject to immediate cancellation without any claim against the United States.

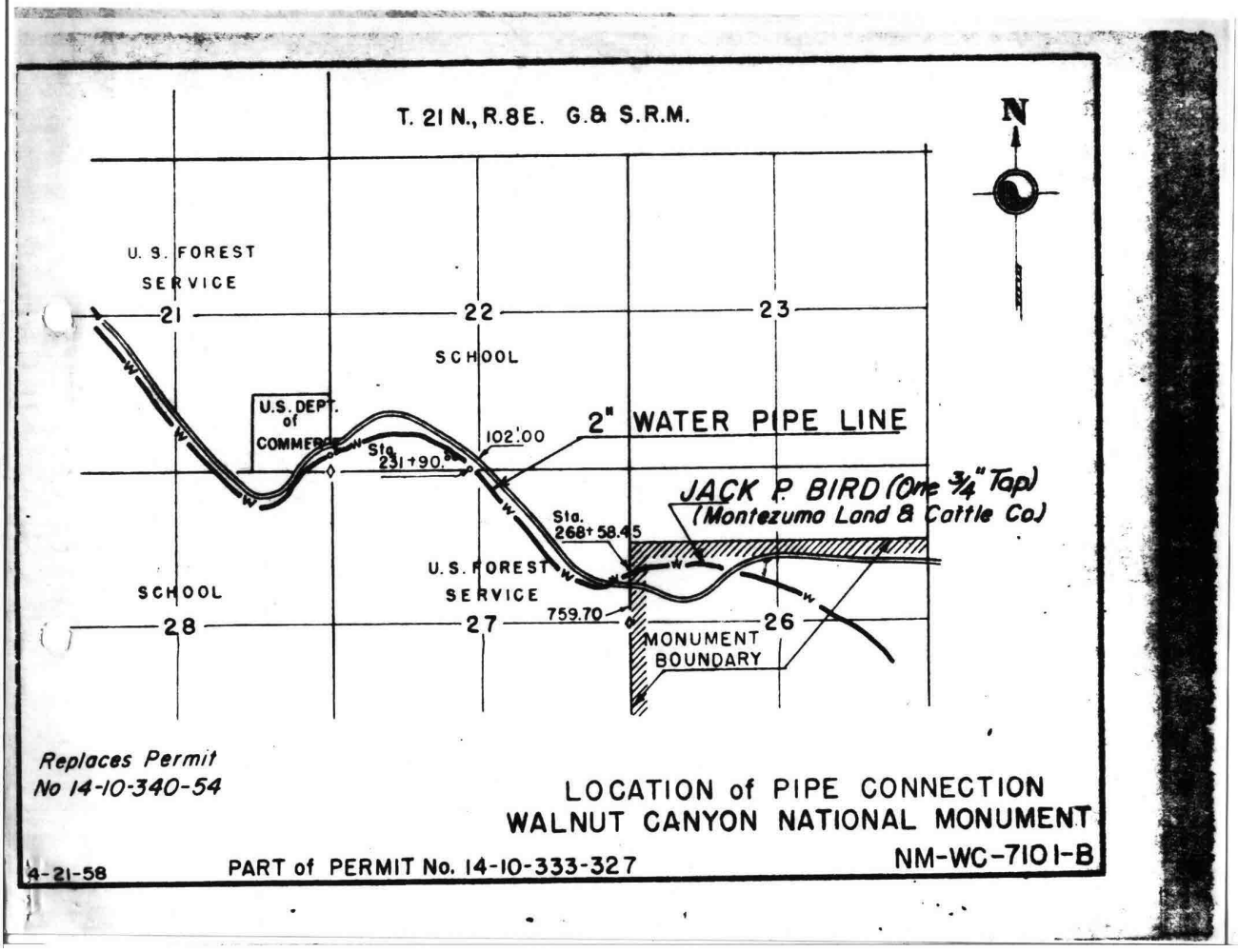
20. It is understood and agreed that the needs of the Federal Government shall have priority at all times on the capacity of the Federal water line to convey water; that the privilege granted under this permit is subject only to surplus water carrying capacity, when available, and no claim for damages in any form shall be made against the Federal Government or its employees as a result of limitation on the water carrying capacity of the line or failure of the water supply.

21. Since the lines serves Walnut Canyon National Monument and is approximately 7 miles long and water is metered by the Water Caompany at the upper end of the line, the permittee will pay a percentage of regular line loss due to air, friction, etc. This percentage to be based on the amount of water used each month.

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U. S. GOVERNMENT PRINTING OFFICE 16—73101-1


T. 21 N., R. 8 E. G. & S. R. M.
N
U. S. FOREST SERVICE
21
22
23
SCHOOL
U.S. DEPT. of COMMERCE
Sta. 231+90.
102.00
2" WATER PIPE LINE
JACK P. BIRD (One 3/4" Tap)
(Montezuma Land & Cattle Co.)
Sta. 268+58.45
U. S. FOREST SERVICE
SCHOOL
759.70
28
27
26
MONUMENT BOUNDARY
Replaces Permit No 14-10-340-54
LOCATION of PIPE CONNECTION
WALNUT CANYON NATIONAL MONUMENT
4-21-58
PART of PERMIT No. 14-10-333-327
NM-WC-7101-B

Form 10-114
(Rev. Oct. 1958)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

C
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This permit consists of _____ pages

PERMIT NO.	EXPIRES
14-10-340-51	12/31/60

PREVIOUS PERMIT NO. 14-10-340-16

SPECIAL USE PERMIT

Walnut Canyon National Monument (Area), Ralph H. Fish of Route 1, Box 355, Flagstaff, Arizona is hereby authorized during the period from January 1, 1956, to December 31, 1960, to use ~~the following described lands in the above-named area~~ surplus pipe capacity and make one 3/4" pipeline connection with the Government owned line serving Walnut Canyon National Monument, Arizona, as shown on the sketch map

for the purpose of domestic water supply

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and no/100 Dollars ($ 10.00), in advance annually (~~Monthly, semiannually~~), or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Walnut Canyon National Monument (City), this 25 day of January 19 56

/Sgd./ Meredith M. Guillet
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	/Sgd./ Willis L. Phillips	NAME	/Sgd/ Ralph H. Fish
ADDRESS	Box 44, Flagstaff, Arizona	ADDRESS	Rt. 1, Box 784
NAME	/Sgd./ Elmer E. Hokanson	NAME	
ADDRESS	Box 1456, Flagstaff, Arizona	ADDRESS	

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE
/Sgd./ John M. Davis	General Superintendent, SWNM	

*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 the Branch of Lands, Washington)

COPY

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

5. **Damages.**—The permittee shall pay the United States for any damage resulting from his 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 determined 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.

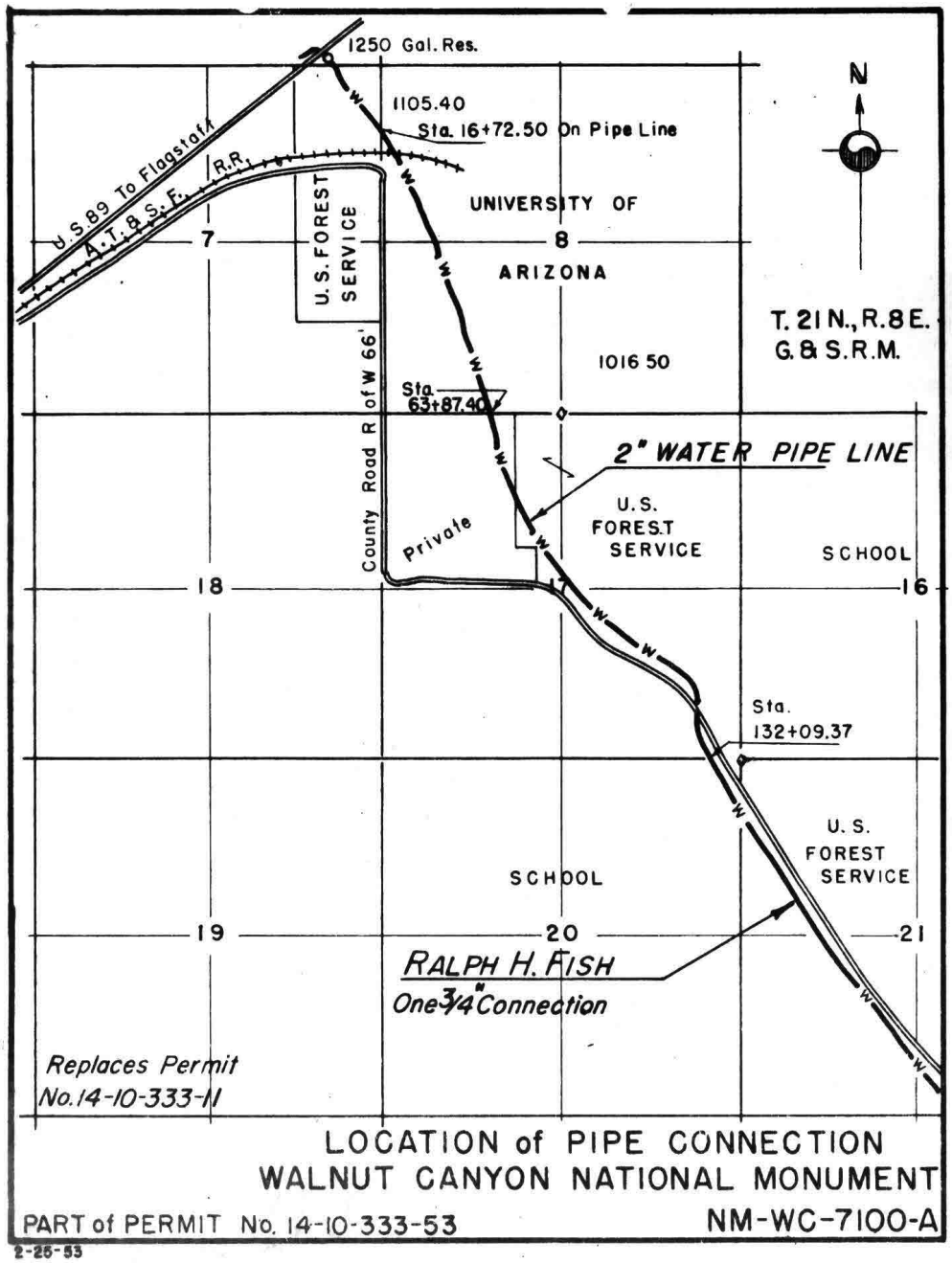
PERMIT NO. 14-0[illegible]-01-[illegible] | EXPIRES

PAGE 2

SPECIAL USE PERMIT

U. S. GOVERNMENT PRINTING OFFICE: 1956 16—35968-5

01-25-1953: location map of pipeline connection



Form 10-114
(Rev. Oct. 1958)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of _____ pages

PERMIT NO.	EXPIRES
14-10-340-52	12/31/60
PREVIOUS PERMIT NO.	

SPECIAL USE PERMIT

Walnut Canyon National Monument (Area)

Joe Irvin Kellam of Flagstaff, Arizona is hereby authorized during the period from January 1, 1956, to December 31, 1960, to use the following described lands in the Walnut Canyon National Monument, Arizona, as shown on sketch map: surplus pipe capacity and make one 3/4 inch pipeline connection with the Government-owned pipe line serving Walnut Canyon National Monument, Arizona, as shown on sketch map

for the purpose of stock and domestic water supply,

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and no/100 XXXXXXXXXXXXXXXXXX Dollars ($ 10.00), in advance annually (Monthly, Semiannually, or Annually), or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash

Issued at Flagstaff, Arizona (City), this 25 day of January, 1956

Sgd. Meredith M. Guillet
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: Sgd. Lorraine Kellam	NAME: Sgd. Joe Irvin Kellam
ADDRESS: Rt. 1, Box 772, Flagstaff, Arizona	ADDRESS: Rt. 1, Box 772, Flagstaff, Arizona
NAME: Sgd. Joan L. Esperance	
ADDRESS: Rt. 1, Box 774	

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE
Sgd. John M. Davis	General Superintendent, SWNM	

*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 Final Opinions and Orders File of Park)

COPY

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

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 determined 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.

SPECIAL USE PERMIT
U. S. GOVERNMENT PRINTING OFFICE: 1956 16—35968-5

Form 10-114
(Rev. Oct. 1958)

COPY

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of _____ pages

PERMIT NO.	EXPIRES
14-10-340-9	12/31/60

PREVIOUS PERMIT NO.
14-10-340-17

SPECIAL USE PERMIT

Walnut Canyon National Monument (Area)

James L. Copeland of Flagstaff, Arizona is hereby authorized during the period from January 1, 1956 to December 31, 1960, to use, occupy, and develop the following described land in the above named area:

3/4-inch pipeline connection with the Government-owned line serving Walnut Canyon National Monument.

for the purpose of domestic water supply

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and no/100th Dollars ($ 10.00), in advance annually or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Flagstaff, Arizona (City), this 25 day of January, 1956.

/Sgd./ Meredith M. Guillet
Superintendent.

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

Director. TWO WITNESSES TO SIGNATURES	PERMITTEE (Signature)*
NAME /Sgd./ Jack Burris	NAME /Sgd./ James L. Copeland
ADDRESS 305 S. Beaver Flagstaff, Arizona	ADDRESS Rt. 1 Box 778, Flagstaff
NAME /Sgd./ Freeda M. Dewees	NAME
ADDRESS Box 292 Flagstaff, Arizona	ADDRESS

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE
/Sgd./ John M. Davis	General Superintendent, SWNM	January 27, 1956

*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.

DISTRIBUTION: Fee Permit: To Superintendent's File. No Fee Permit: NOT USED.

COPY

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

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 determined 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.

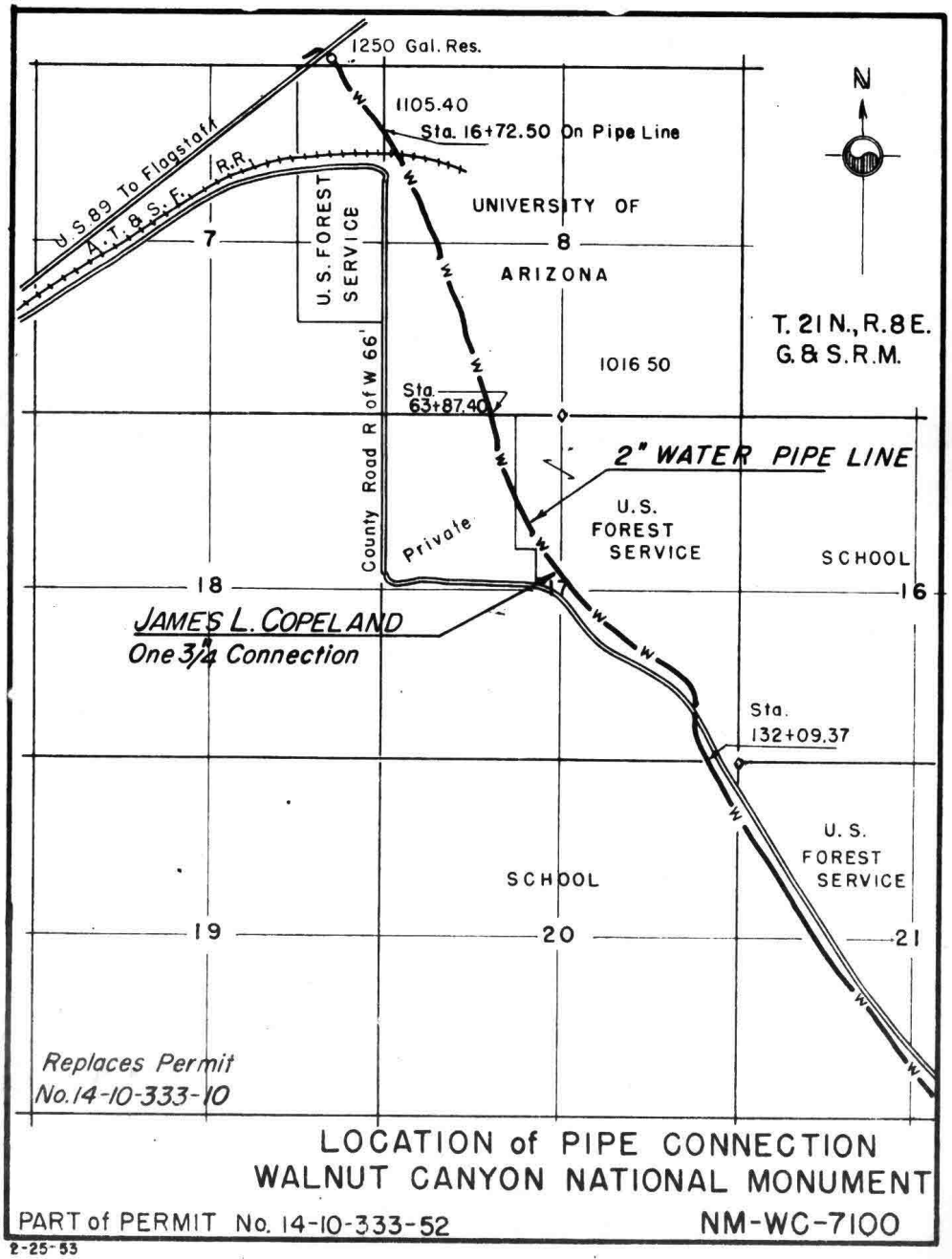
14. **Assignment.**—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

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.

PERMIT NO. 6-01-56-41 | EXPIRES

SPECIAL USE PERMIT
U. S. GOVERNMENT PRINTING OFFICE: 1956 16—35968-5

02-25-1953: location map of pipeline connection



01-25-1956: special use permit

Form 10-114
(Rev. Oct. 1958)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of _____ pages

C
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Y

PERMIT NO.	EXPIRES
14-10-340-54	12/31/60
PREVIOUS PERMIT NO.	
14-10-340-13	

SPECIAL USE PERMIT

Walnut Canyon National Monument
(Area)

K. M. McCleve, of Route 1, Box 425, Flagstaff, Arizona is hereby authorized during the period from January 1, 1956, to December 31, 1960, to use ~~the following described land in the above-named area~~ surplus pipe capacity and make one 3/4 inch pipe line connection with the Government owned water line serving Walnut Canyon National Monument, Arizona, and right-of-way approximately 400 feet across government (Monument) lands for construction of pipe line, as shown on sketch map.

for the purpose of obtaining a water supply for domestic consumption.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and no/100 ---------- Dollars ($ 10.00), in advance Annually (~~Monthly, semiannually, etc.~~), or as follows: _____

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Flagstaff, Arizona (City), this 25 day of January 19 56

/Sgd./ Meredith M. Guillet
Superintendent.

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

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME	/Sgd./ J. L. Richards	NAME	/Sgd./ K. M. McCleve
ADDRESS	614 M. Luoux - Flagstaff, Arizona	ADDRESS	R-1-Box 796
NAME	Lucille Ingbretson	NAME	Flagstaff, Arizona
ADDRESS	10 Taltec St., Flagstaff, Arizona	ADDRESS	

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

NAME	TITLE	DATE
John M. Davis	General Superintendent, SWNM	January 27, 1956

*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.

Distribution: Fee Permit: Field Finance Office. No Fee Permit: To Superintendent's File.

COPY

PAGE 1

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.**—If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557, September 3, 1954.)

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 determined 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.

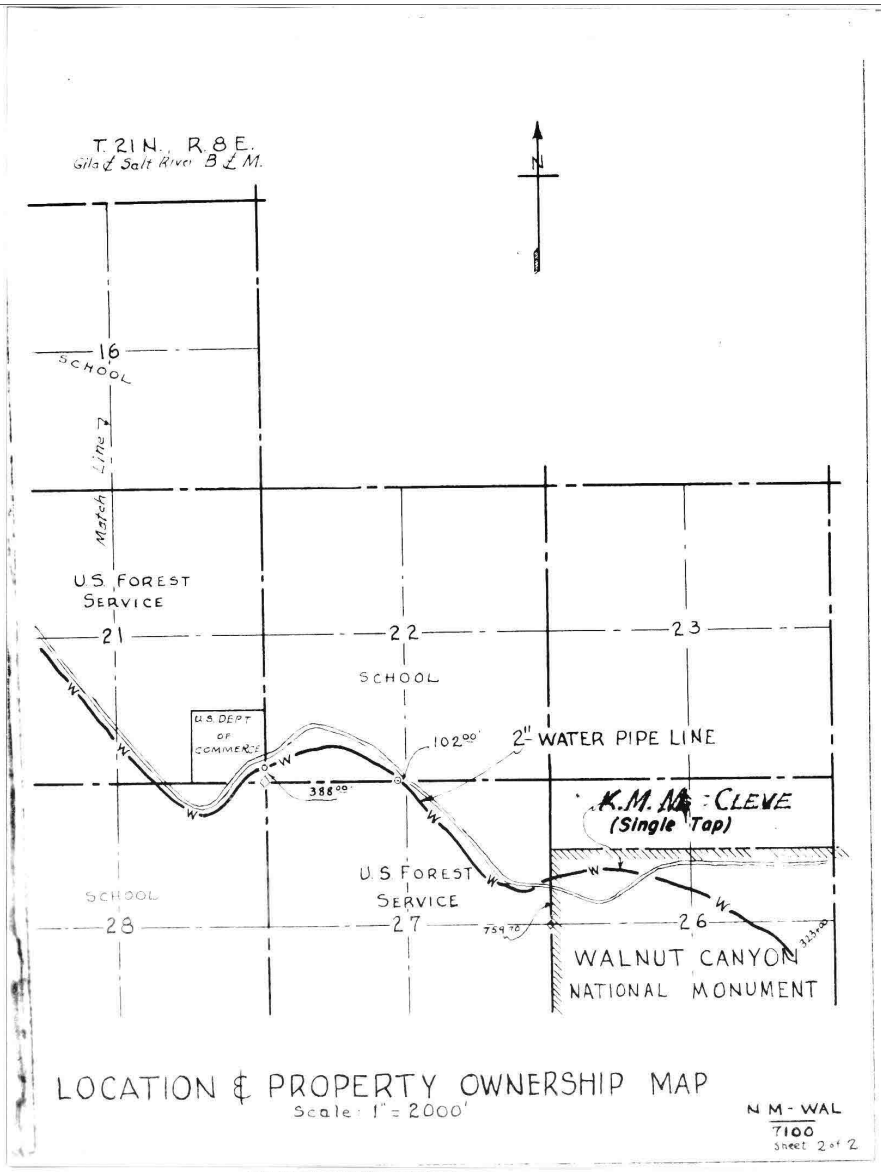
12. **Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

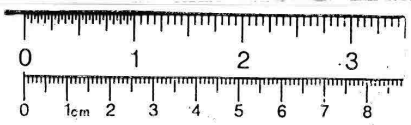
13. **Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: *Provided however*, That nothing herein contained shall be construed to extend 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: 1956 O—355958-5


T. 21 N., R. 8 E.
Gila & Salt River B & M.
N
16
SCHOOL
Line 7
March
U.S. FOREST SERVICE
21
22
23
SCHOOL
U.S. DEPT OF COMMERCE
102.00'
2" WATER PIPE LINE
388.00'
K.M.M. - CLEVE
(Single Top)
U.S. FOREST SERVICE
SCHOOL
28
27
26
739.78'
WALNUT CANYON
NATIONAL MONUMENT
LOCATION & PROPERTY OWNERSHIP MAP
Scale: 1" = 2000'
N M - WAL
7100
Sheet 2 of 2


0 1 2 3
0 1cm 2 3 4 5 6 7 8

Form 10-114
(Rev. Dec. 1956)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of a map and as 3 of pages

PERMIT NO. 14-10-333-327 | EXPIRES 12/31/60
PREVIOUS PERMIT NO. 14-10-340-54

SPECIAL USE PERMIT

Walnut Canyon National Monument
(Area)

Jack P. Bird of Montezuma Land and Cattle Co., Flagstaff is hereby authorized during the period from April 8, 1958, to December 31, 1960, to use the following-described land in the above-named area:

Surplus pipe line capacity and permission to make one 3/4" pipe connection with Government-owned water line serving Walnut Canyon National Monument, Arizona; the permit also includes the right to cross Government land for a distance of approximately 400 feet (Walnut Canyon National Monument) for the purpose of maintaining existing pipe line. The location of authorized 3/4" tap is shown on Map NM-WAL-7101-B, attached hereto and made a part of this permit.

for the purpose of obtaining a water supply for domestic consumption.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of Ten and No/100 Dollars ($ 10.00), in advance, ~~(Monthly/Semiannually/Annually)~~ or as follows: payment to be made on the basis of full years or fractional years and water tap for a part of a year will not be prorated.

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Flagstaff, Arizona (City), this 9th day of April, 1958.

/s/ Meredith M. Guillet
Meredith M. Guillet (Superintendent)

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

TWO WITNESSES TO SIGNATURES	* PERMITTEE (SIGNATURE)
NAME /s/ West	NAME Montezuma Land and Cattle Company
ADDRESS Flagstaff, Arizona	ADDRESS By: Jack P. Bird P. O. Box 897, Flagstaff, Arizona
NAME /s/ W. Baur	NAME Jack P. Bird
ADDRESS Flagstaff, Arizona	ADDRESS P. O. Box 897

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.

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.**—If use of the land covered by the permit will involve the employment by the permittee of any person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557, September 3, 1954.)

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 determined 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: 1956 16—35980-5

Form 10-114a
(Dec. 1960)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
Walnut Canyon National Monument	14-16-333-327	3

16. This Permit expires December 31, 1960. At that time, upon written request by the applicant, a new permit may be written for a total period not to exceed three years from the expiration date of December 31, 1960.

17. The fee of $10.00 per year covers only the connection to Government-owned water line and all water used must be paid for by the permittee in the regular manner prescribed by the Water Company.

18. Maintenance, up-keep and repair of the line to the Government-owned pipe line shall be the entire responsibility of the permittee.

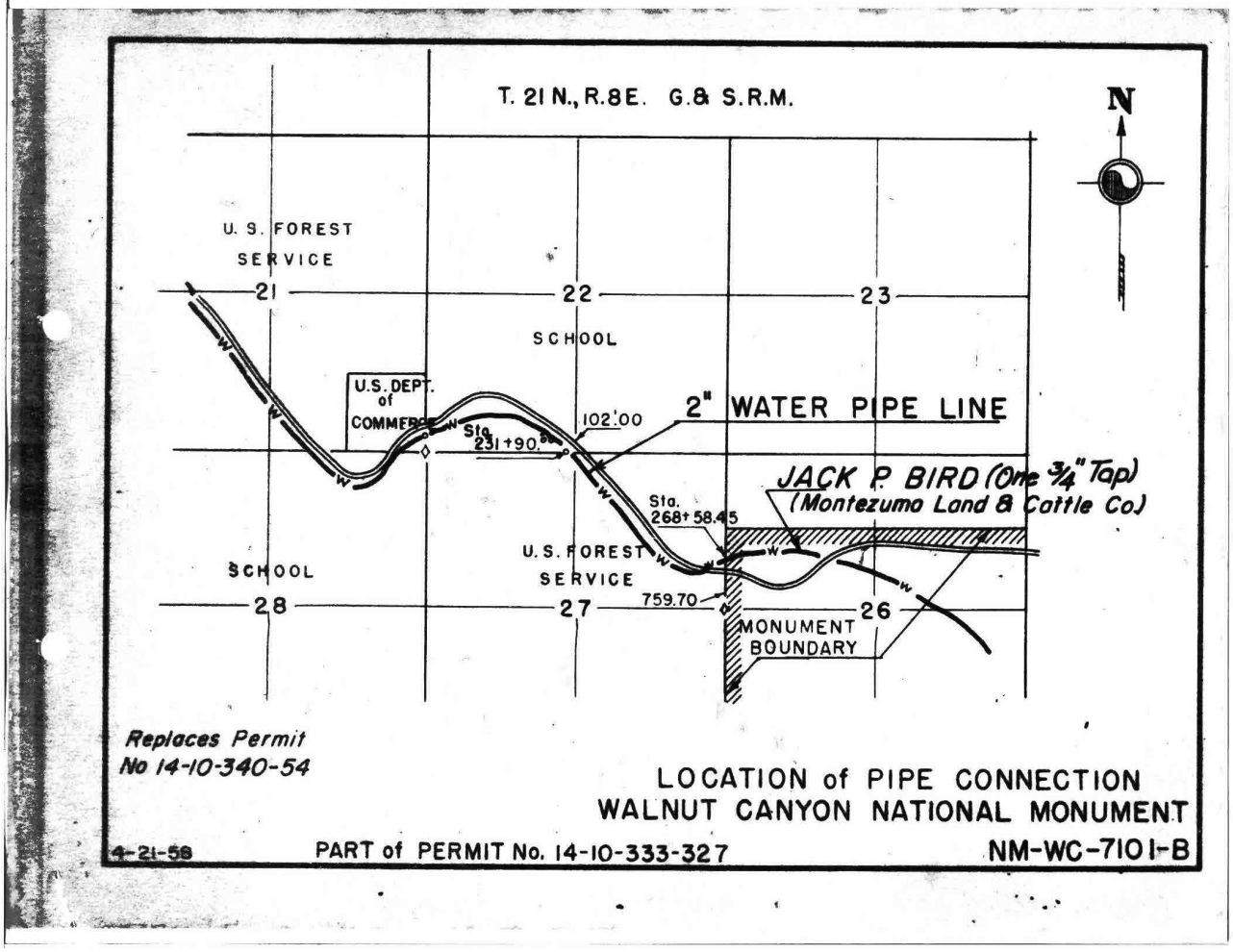
19. It is understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operater, subject to State regulations, this permit shall be subject to immediate cancellation without any claim against the United States.

20. It is understood and agreed that the needs of the Federal Government shall have priority at all times on the capacity of the Federal water line to convey water; that the privilege granted under this permit is subject only to surplus water carrying capacity, when available, and no claim for damages in any form shall be made against the Federal Government or its employees as a result of limitation on the water carrying capacity of the line or failure of the water supply.

21. Since the lines serves Walnut Canyon National Monument and is approximately 7 miles long and water is metered by the Water Company at the upper end of the line, the permittee will pay a percentage of regular line loss due to air, friction, etc. This percentage to be based on the amount of water used each month.

U. S. GOVERNMENT PRINTING OFFICE 16—72101-1

04-21-1958: location map of pipeline connection



10-28-1958: memorandum to superintendent from regional chief of lands regarding cancellation of special use permit 14-10-333-3

Please in Walnut Canyon Docket

WR Copy

L-3031

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Region Three
Santa Fe, New Mexico

October 28, 1958

randum

Superintendent, Walnut Canyon

From: Regional Chief of Lands

Subject: Cancellation Special Use Permit 14-10-333-327, Jack F. Bird, Montezuma Land and Cattle Company, Walnut Canyon

Attached is an original and one copy of Mr. Bird's request for cancellation of the subject permit. The original, signed copy, should be placed with the Final Orders and Opinions copy. The signed copy should be given to the permittee. The reproduce copy should be attached to the "Superintendent's" copy of the permit.

I have given a signed copy to the Field Finance Office, placed one in the Regional Office file, and a reproduced copy has been transmitted to the Director's Office for their file.

It is our understanding that Mr. Bird has sold his holdings and a new permit will be issued to the new owner.

JOHN B. KELL

John B. Kell
Regional Chief of Lands

Attachment
Copy to: F.O,O.F.
Permittee
F.F.O.
Regional Office
Director

Not in Field Dockets.

08-01-1958: letter to superintendent from private citizen regarding cancellation of special use permit 14-10-333-327

Jack P. Bird

dba Montezuma Land and Cattle Company

Flagstaff, Arizona

August 1, 1958

Superintendent,
Walnut Canyon National Monument
Rt. 1 Box 790
Flagstaff, Arizona

Dear Sir:

This will advise your office that I have sold my holdings near Walnut Canyon National Monument to Vita Trading Corporation.

Please cancel special use permit no. 14-10-333-327 covering one 3/4 inch tap on the Government Water line and including the right to cross Government land for a distance of 400 feet.

This permit shall be cancelled as of August 1, 1958.

Very Truly yours,

Jack P. Bird

Jack P. Bird

At the request of Mr. Jack P. Bird the above numbered permit was canceled effective August 1, 1958.

Meredith M. Guillet
Superintendent

Director

COPY

No. [illegible]

YEAR, 19____

10—114
(November 1937)

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT

Tellan Cattle Company, of Flagstaff, Arizona, is hereby authorized during the term of one year from July 1, 1942, 19____, to June 30, 19[illegible], 19____, to use the following-described land in the above-named park:

To make two 3/4-inch pipeline connections with the water line serving Walnut Canyon National Monument, Arizona.

for the purpose of stock and domestic purposes.

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Ten dollars ($10.00), in advance, or as follows: _____, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Flagstaff, Arizona, this 22nd day of July, 19[illegible]

/s/ Louis R. Caywood
Custodian Superintendent.

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

Two witnesses to signatures:

/s/ Claude Webb
Address Flagstaff, Arizona

/s/ C. A. Hotale
Address Glendale, Arizona

/s/ J. R. Tellan
Address Flagstaff, Arizona

Address

APPROVED: NOV 2 1942

(Sgd) Hillory A. Tolson
Acting *Associate Director, National Park Service.*

[In quintuple]

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

16—33963-1

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

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

11. The terms "National Park" and "Superintendent", as herein used, are meant to continue "National Monument" and "Custodian".

12. Permittee shall furnish all materials and labor for making connection with the Government water line.

13. It is mutually understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulations, this permit shall be subject to immediate cancellation without any claim against the United States.

14. It is understood and agreed that the needs of the Federal Government shall have priority at all times and no claims for damages in any form shall be made against the Federal Government or its employees as a result of limitation or failure of water supply.

15. This permit gives the consent of the National Park Service to the pipeline connections insofar as the property rights of the United States in such water pipeline are affected, but does not preclude the necessity of the permittee obtaining the requisite consent to the proposed connection from the proper state or other authority and from any owner of private property affected.

16. The cost of water lost through leakage, etc., from the main Walnut Canyon water line will be prorated equally between all authorized consumers using this line.

17. This permit shall be automatically renewed upon payment of the fee therefor for further periods of one year each, not to exceed in all a period of five years.

18. Permittee shall negotiate directly with the Mt. Elden Water and Pipeline Users Association for the water supplied through the Government pipeline for his use.

19. It is understood and agreed that at no time will water be drawn from both taps, authorized under this permit, simultaneously.

COPY

No. [illegible] 10—114 (November 1937)

FY YEAR, 19 46

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Walnut Canyon National Monument

SPECIAL USE PERMIT

Joe Irvin Kellam, of Flagstaff, Arizona, is hereby authorized during the term of one year from July 1, 19 45, to June 30, 19 46, to use the following-described land in the above-named park:

Make a 3/4-inch pipeline connection with the water line serving the Walnut Canyon National Monument, Arizona.

for the purpose of stock and domestic purposes,

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Ten dollars ($ 10.00) per annum, or as follows: _____, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Santa Fe, New Mexico, this 26 day of October, 19 45

(Sgd) E. T. Scoyen

Associate Regional Director, [illegible]

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

Two witnesses to signatures:

(Sgd) Bernice Lee Pugmire

Address Flagstaff, Arizona

(Sgd) George H. Baker

Address Flagstaff, Arizona

(Sgd) Joe I. Kellam

Flagstaff, Arizona

Address Flagstaff Ariz.

Route 2

Address Box 346

APPROVED: Nov. 13, 1945

Hillory A. Tolson

Acting Associate Director, National Park Service.

[In quintuple]

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

16—63068-1

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

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

11. The terms, "National Park" and "Superintendent," as herein used, are meant to construe "National Monument" and "Custodian."

12. Permittee shall furnish all materials and labor for making connection with the Government water line.

13. It is mutually understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulations, this permit shall be subject to immediate cancellation without any claim against the United States.

14. It is understood and agreed that the needs of the Federal Government shall have priority at all times and no claims for damages in any form shall be made against the Federal Government or its employees as a result of limitation or failure of water supply.

15. This permit gives the consent of the National Park Service to the pipeline connection insofar as the property rights of the United States in such water pipeline are affected, but does not preclude the necessity of the permittee obtaining the requisite consent to the proposed connection from the proper state or other authority and from any owner of private property affected.

16. The cost of water lost through leakage, etc., from the main Mt. Nebo Canyon water line will be prorated equally between all authorized consumers using this line.

17. This permit shall be automatically renewed upon payment of the fee therefor for further periods of one year each, but not to exceed in all a period of five years.

18. Permittee shall negotiate directly with the Mt. Elden Water and Pipeline Users Association for the water supplied through the Government pipeline for his use.

COPY

No. L-20p-163L

10—114
(November 1937)

YEAR, 19 43

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
MUIR [illegible] MONUMENT

SPECIAL USE PERMIT

Ralph H. Fish, of Flagstaff, Arizona, is hereby authorized during the term of one year from January 1, 43 to December 31, 43, to [illegible] pipeline across the following-described land in the above-named park: [illegible] Grand Canyon National Monument, Arizona.

for the purpose of obtaining a water supply for private consumption

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Ten dollars ($10.00), in advance, or as follows: _____, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Santa Fe, New Mexico, this 13 day of May, 43

/s/ Rose A. Maxwell
Rose A. Maxwell Acting
Superintendent.

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

Two witnesses to signatures:

/s/ C. B. Clark
R. 2 Box 665 Flagstaff, Ariz.
Address

/s/ Ralph H. Fish
Flagstaff Ariz. R 2 Box 355
Address

/s/ Wm. L. Carson
R. 2. Box 650
Address
Flagstaff Ariz.
Address

JUN 7 1943

APPROVED:
(Sgd) Hillory A. Tolson
Acting
Associate Director, National Park Service.

[In quintuple]

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

16—83968-1

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

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

11. Permittee shall furnish all materials and labor for making connection with the Government water line.

12. It is mutually understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulation, this permit shall be subject to immediate cancellation without any claim against the United States.

13. It is understood and agreed that the needs of the Federal Government shall have priority at all times and no claims for damages in any form shall be made against the Federal Government or its employees as a result of limitation or failure of water supply.

14. This permit gives the consent of the National Park Service to the pipe line connection insofar as the property rights of the United States in such water pipe line are affected, but does not preclude the necessity of the permittee obtaining the requisite consent to the proposed connection from the proper State or other authority and from any owner of private property affected.

15. Permittee shall negotiate directly with the Mt. Rideu Water and Pipeline Users Association for the water supplied through the Government pipeline for its use.

16. This permit shall be automatically renewable for further periods of one year each unless terminated upon thirty days written notice by either party to the other; but not to exceed five years without formal re-execution of the permit.

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

COPY

No. I-20pr-977

10—114
(November 1937)

YEAR, 19 45

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WALNUT CANYON NATIONAL MONUMENT RENEWAL
SPECIAL USE PERMIT

REGIS KIDD EAST, of Flagstaff, Arizona, is hereby authorized during the term of one-year from January 1, 1945, 19____, to December 31, 1945, 19____, to ~~maintain, operate, repair and patrol the following described improvements:~~ make a 3/4-inch pipeline connection with the water line serving the Walnut Canyon National Monument, Arizona,

for the purpose of obtaining a water supply for private consumption

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Ten dollars ($ 10.00), ~~in advance on the following:~~ annually

_____, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Santa Fe, New Mexico, this 26th day of July, 1945

Ross A. Maxwell, Acting
Superintendent.

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

Two witnesses to signatures:

Jane Burns
Address Flagstaff, Ariz.

Paul L. Beaubien
Address Flagstaff, Arizona

(Sgd) Regis Kidd East
Address _____

Address _____

APPROVED: Aug. 3, 1945

G. A. Moskey
Acting ~~Director~~ *Director, National Park Service.*

[In quintuple]

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

16—85068-1

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

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

11. Permittee shall furnish all materials and labor for making connection with the Government water line.

12. It is mutually understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulation, this permit shall be subject to immediate cancellation without any claim against the United States.

13. It is understood and agreed that the needs of the Federal Government shall have priority at all times and no claims for damages in any form shall be made against the Federal Government or its employees as a result of limitation or failure of water supply.

14. This permit gives the consent of the National Park Service to the pipe line connection insofar as the property rights of the United States in such water pipe line are affected, but does not preclude the necessity of the permittee obtaining the requisite consent to the proposed connection from the proper state or other authority and from any owner of private property affected.

15. Permittee shall negotiate directly with the Mt. Elden Water and Pipeline Users Association for the water supplied through the Government pipeline for his use.

16. This permit shall be automatically renewable for further periods of one year each unless terminated upon thirty days written notice by either party to the other.

U. S. GOVERNMENT PRINTING OFFICE 16—35968-1

COPY

No. [redacted]

10—114
(November 1937)

YEAR, 19 42

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
[redacted]

SPECIAL USE PERMIT

[redacted], of [redacted], is hereby authorized during the term of one year from January 1, 1942, 19__, to December 31, 19 42, to [redacted] following described land in the above-named park: [redacted]

for the purpose of obtaining a water supply for private consumption

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of Ten dollars ($ 10.00), in advance, or as follows: annually [redacted], payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States. [redacted]

Signed at Cosnino, Arizona, this 13th day of Dec, 19 42.

/s/ Charles A. Richey
Acting
Superintendent.

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

Two witnesses to signatures:

/s/ Ralph A. Herman
Address Flagstaff Arizona

/s/ A. R. Herman
Address Flagstaff Ariz.

* /s/ Claude Smith
Address Flagstaff Ariz.
R 3 Box 125
Address

APPROVED: DEC 17 1942

(Sgd) Hillory A. Tolson
Acting
Associate Director, National Park Service.

[In quintuple]

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

16—35968-1

SPECIAL CONDITIONS OF THIS PERMIT

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

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

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

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

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

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

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

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

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

11. Permittee shall furnish all materials and labor for making connection with the Government water line.

12. It is mutually understood and agreed that if the water service to the permittee involves the Federal Government as a public utility operator, subject to State regulation, this permit shall be subject to immediate cancellation without any claim against the United States.

13. It is understood and agreed that the needs of the Federal Government shall have priority at all times and no claims for damages in any form shall be made against the Federal Government or its employees as a result of limitation or failure of water supply.

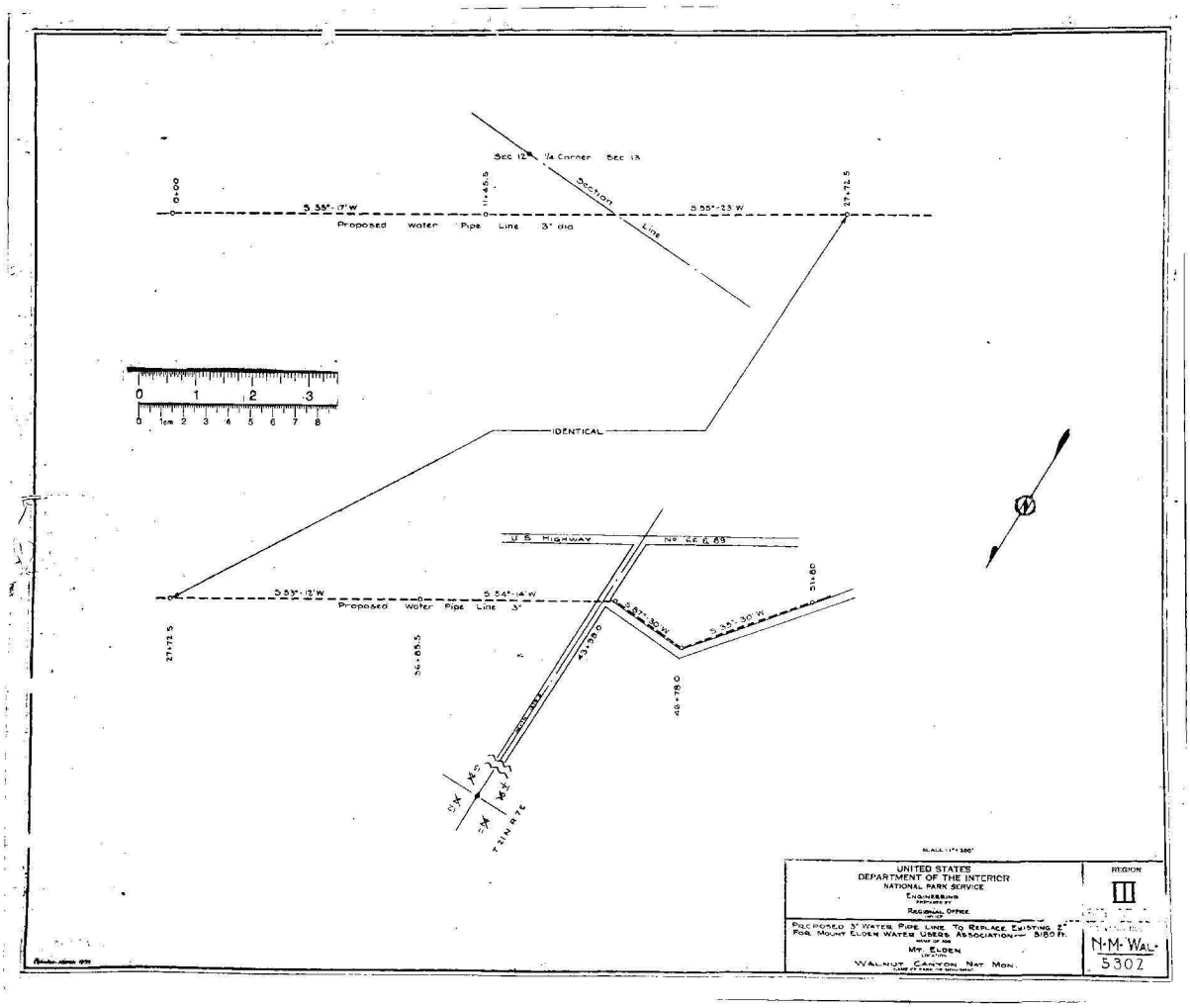
14. This permit gives the consent of the National Park Service to the pipe line connection insofar as the property rights of the United States in such water pipe line are affected, but does not preclude the necessity of the permittee obtaining the requisite consent to the proposed connection from the proper State or other authority and from any owner of private property affected.

15. Permittee shall negotiate directly with the Mt. Eden Water and Pipeline Users Association for the water supplied through the Government pipeline for his use.

16. This permit shall be automatically renewable for further periods of one year each unless terminated upon thirty days written notice by either party to the other.

U. S. GOVERNMENT PRINTING OFFICE 16—35968-1

11-18-1939: map of the proposed 3' water pipeline to replace existing 2' line for mount elden water users assoc.



11-18-1939: agreement between a private citizen and the us for pipeline rights

I-IP-16467

THIS AGREEMENT made and entered into this 18th day of Nov., 1939, by and between the United States of America, acting in this behalf by OSCAR L. CHAPMAN Assistant Secretary of the Interior, party of the first part, the Elden Water and Pipeline Users Association, Flagstaff, Arizona, party of the second part, and the City of Flagstaff, Arizona, party of the third part:

WITNESSETH: That the party of the first part, in consideration of the covenants and agreements hereinafter stated to be performed by the party of the second part, hereby covenants and agrees, at its own expense, to replace a certain existing section of 8-inch water main of the Elden Water and Pipeline Users Association with a 8-inch water main approximately 1.8 miles long, more or less, as more specifically shown on the map attached hereto and made a part hereof, the said section of 8-inch water main to become the property of the United States, and the said Elden Water and Pipeline Users Association to furnish all fittings and connections necessary for its take-off lines from the replaced section.

The party of the first part further agrees to provide its own meter at the point of take-off from the end of the Elden Water and Pipeline Users Association's main near the Cliff Siding of the Santa Fe Railroad, and to furnish and construct its own line from that point to the Walnut Canyon National Monument, such line to be the sole property of the United States, conditioned, however, that public funds are available for such material and construction work.

The party of the second part, in consideration of the covenants and agreements of the party of the first part hereinbefore set forth, covenants and agrees that, if and when the party of the first part shall construct such replacement line, also pipe line, from the point of take-off to the said Monument, as herein provided,

the party of the second part will supply water to the United States at the rate of sixty-five cents ($.65) per 1,000 gallons for all the water metered to the Government line and in case of water shortage, the party of the second part further agrees that the party of the first part shall receive its pro rata share of available water, based upon its previous consumption during periods of unlimited supply.

It is further covenanted and agreed that the party of the second part will provide a pure and wholesome supply of water and that the Elden Water and Pipeline Users Association will maintain its pipe line in such condition as at all times will insure to the party of the first part its pro rata share of available and pure supply of water.

It is further understood and agreed that the party of the first part shall have the use of the pipe line of the said Elden Water and Pipeline Users Association as a flowage channel for its water as long as the terms of this contract are complied with by the party of the first part. Provided, that the party of the first part shall have the right to use the said pipe line of the Elden Water and Pipeline Users Association as a flowage channel only in the event that the party of the second part shall have no available water, and then only for the period during which the party of the second part shall have no available water.

It is mutually agreed between the parties hereto that the party of the first part shall sell no water or permit any tap off its water line, except with the prior written consent of the said Elden Water and Pipeline Users Association.

It is further covenanted and agreed that if at any time and for any reason water shall not be available to the party of the

second part for performance hereunder, then the party of the third part shall furnish the party of the first part with a pure and wholesome supply of water at the prevailing rates then charged to ordinary consumers in the City of Flagstaff, Arizona, metered at the City limits at the point of junction of the City water main with the pipe line of the said Elden Water and Pipeline Users Association, subject to the terms and conditions applicable to other out of town water users.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals (in quintuple) the day, month and year aforesaid.

UNITED STATES OF AMERICA:

By Oscar L. Chapman
Assistant Secretary of the Interior

ELDEN WATER AND PIPELINE USERS ASSOCIATION:

Attest:

By A. D. Harmon

CITY OF FLAGSTAFF, ARIZONA:

Attest:

By V. Riordan
Mayor

Clerk, City of Flagstaff.

8

Other Supporting Information

L54-GBL

January 28, 1959

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Revision of Docket 1, Walnut Canyon

The copy of memorandum of January 13 from Mr. Kell, concerning purchase of water, should be filed at top of contents of Part III of the subject docket, instead of with any correspondence on the left of the folder. I am also deleting "and Mt. Elden Water and Pipe Line Users Ass'n." from the title of the dividers for Part II, and adding "all acquired by City". I am also adding "& City of Flagstaff" on divider for Part III.

I am adding the following to Part IV of our docket, of which copies of items 1 and 3 are being distributed with this memorandum:

done 1. Permit 14-10-333-327, with map.

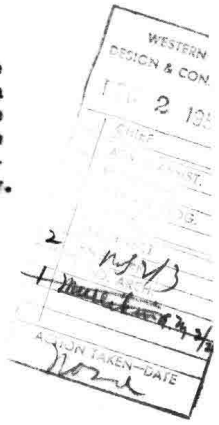
Not received 2. Mr. Kell's memorandum of October 28 with Mr. Bird's request for cancellation.

done 3. Permit 14-10-333-450 with map.

Many of the instruments in the docket are now obsolete as Mr. Kell states, and there has also been a suggestion to turn part of the Federal pipeline over to the City. These may change the docket records considerably. In so doing it may be possible to remove some records, but sufficient should be retained to indicate that no existing Federal interests are lost involuntarily.

SIGNED

A. van V. Dunn
Chief, Water Resources Section



Attachments 2

Copy to: Superintendent, Walnut Canyon, w/c 2 attachments
Chief, WODC, w/c 2 attachments

L-54

Region Three
Santa Fe, New Mexico

JAN 13 1959

Memorandum

To: Director

From: Regional Chief of Lands

Subject: Purchase of Water, Walnut Canyon National Monument

With reference to my memorandum of December 9, 1958, Superintendent Meredith H. Guillet has furnished information regarding the purchase of water at Walnut Canyon.

The Superintendent advises:

"The Mt. Eldon Pipe Line Association and the Consolidated Water Company of Flagstaff no longer exist. Their holdings were purchased by the City of Flagstaff, and we now purchase our water direct from the City from City owned lines.

"All negotiations will be made directly with the Board of Water Utilization of the City of Flagstaff."

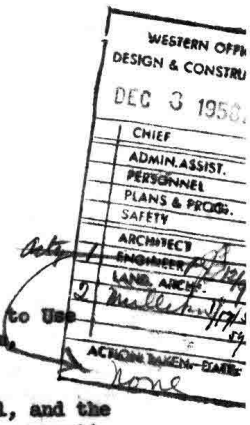
Mr. Dunn will be interested in this information, and we have placed a copy of this memorandum on the left hand "correspondence" side of our Water Rights Docket No. 1.

The other special use permits, shown under Part IV of the Outline of Assemblies of Docket No. 1, also need revision. This will be discussed in detail with Mr. Dunn in the Washington Office.

John E. Kell (SIGNED)
Regional Chief of Lands

In duplicate

L54-OBL



December 2, 1958

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Special Use Permit to Authorize Albert B. Spector to Use Former Tap of Jack P. Bird on Federal Water System, Walnut Canyon

The memorandum of November 14 to you from Mr. Kell, and the attachments suggest the need for further study before further negotiations with Mr. Spector, or his attorney. Copies of attached print of Drawing NM-WAL-6950 are being distributed to illustrate the controlling gradients where I have made two pencil notations. Prints, without the notation are at bottom of Part II of Docket 1. We are adding one print of Mr. Kell's NM-WAL-7103 to Part IV of that Docket.

The contents of the docket should then be considered by the Field Solicitor, with the following comments.

The profile on Drawing 6950 shows that the maximum capacity of the NPS pipeline may have been about 17 gallons per minute, or about 24,480 gallons per day. Through increasing use of water from the portions of the pipeline owned by the Mt. Elden Water Company, now Consolidated Water Company, and City of Flagstaff, the pressure at beginning of the NPS line may have been reduced to near zero, with the result that the capacity of the NPS pipeline, which also serves Copeland, Fish, Kellam, (Spector) and the Kellam Cattle Company, may have been reduced to 8 gallons per minute, or 11,520 gallons per day.

From my records for Arizona vs. California, I believe that the peak day demand in August is well over 12,000 gallons per day, for park use only. Those records also indicate that no storage has been provided at the Monument, but your letter of November 20 to Mr. Spector refers to plans for "additional" storage under MISSION 66.

The original special use permits, of which copies are in Part IV of the Docket, had some conditions which were omitted in later ones, but they were amended to grant only surplus pipe capacity. If the City and Water Company are now delivering to the 2 inch NPS pipe

with negligible residual pressure, the Park Service seems to have no residual pipe capacity to permit any tap owners to use. I believe that the Park Service would be justified in terminating all permits under Condition 10 of Permit Form 10-114 of 1952 (Condition 14 of Form 10-114 of 1956). Of course, the profile on Drawing NM-WAL-6950 is from fragmentary data, and a much stronger case could be developed if a recording pressure gauge were installed at the beginning of the NPS pipe, and metered water use by hours, during the peak tourist season were also obtained.

The alternative of turning all pipeline within the new City limits over to the Water Company would also require prior agreement to have the pipe capacity increased. The contract should specify that the Company would deliver a specified quantity of water at a specified minimum pressure to the new Park Service connection. The pressure could be based on deliveries of the same quantity to the Monument place of use through either the existing 2 inch pipe or a larger one. Under the new contract, Mr. Spector could also be forced to connect to the Company pipeline outside the Monument. The extra pipe length would be small.

My own personal opinion is that the City of Flagstaff and Consolidated Water Company can now reduce pressure and capacity in the NPS pipeline too much by increased service along the latters 3 inch line to permit the United States to make any commitments to ranchers, or to rely on any firm deliveries to the Monument. I do not think that any permit should be granted to Mr. Spector, which differs from those issued to the others, without new contracts with the City and Water Company.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Walnut Canyon, w/c Drawing 6950
Chief, WCDC, w/c Drawing 6950

02-11-1958: memorandum to regional director from chief of the water resources section regarding rights of way for water system,

FEB 13 958 A.M.

CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.
ACTION TAKEN—DATE

154-L

February 11, 1958

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Rights-of-way for Water System, Part 1, Docket 1, Walnut Canyon

The memorandum of February 4 from Mr. Bill to Mr. Marsh and letters of February 6 from Mr. Miller to the Arizona State Land Commissioner and Regional Forester, U. S. Forest Service, suggest that your staff may not be aware that we attempt to include rights-of-way in the water right dockets. Walnut Canyon Docket 1 includes a copy of lease 369-U from the State and a copy of an easement from Mrs. Kester, but no permit from the Forest Service. Four copies of all grants of easement or rights-of-way should be supplied for docket assemblies at the area, Regional Office, WODC, and here, and an extra for what was Southwestern National Monuments Headquarters, if those files are being maintained.

We have not yet made a docket assembly for WODC. Our records also indicate that three assemblies of Docket 1 were sent to you on February 26, 1954, for your office, the area, and Southwestern National Monuments Headquarters. We shall appreciate your suggestion as to whether to send the assembly now at the NPS Southwest Archeological Center to WODC, or whether we should make up an extra copy.

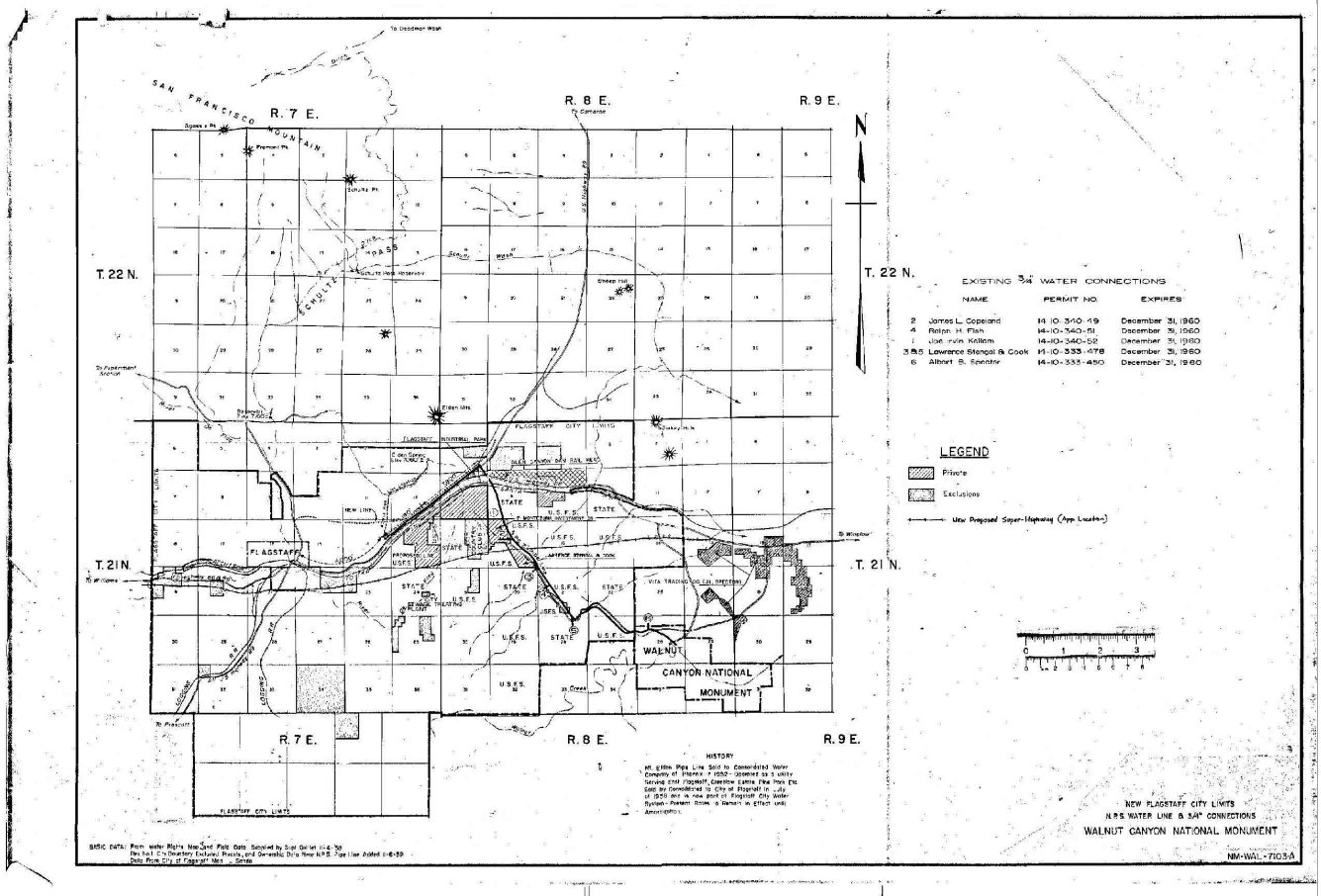
The suggestion that the State lease was granted under the wrong authority is not the first case that has arisen. I believe that part of the right-of-way for the Rattlesnake Springs water system at Carlsbad Caverns was also granted under wrong authority of New Mexico or the County. If it is necessary to obtain new easements or rights-of-way in Arizona, or any other State, copies should be supplied for all assemblies of the pertinent docket or proposed docket.

SIGNED

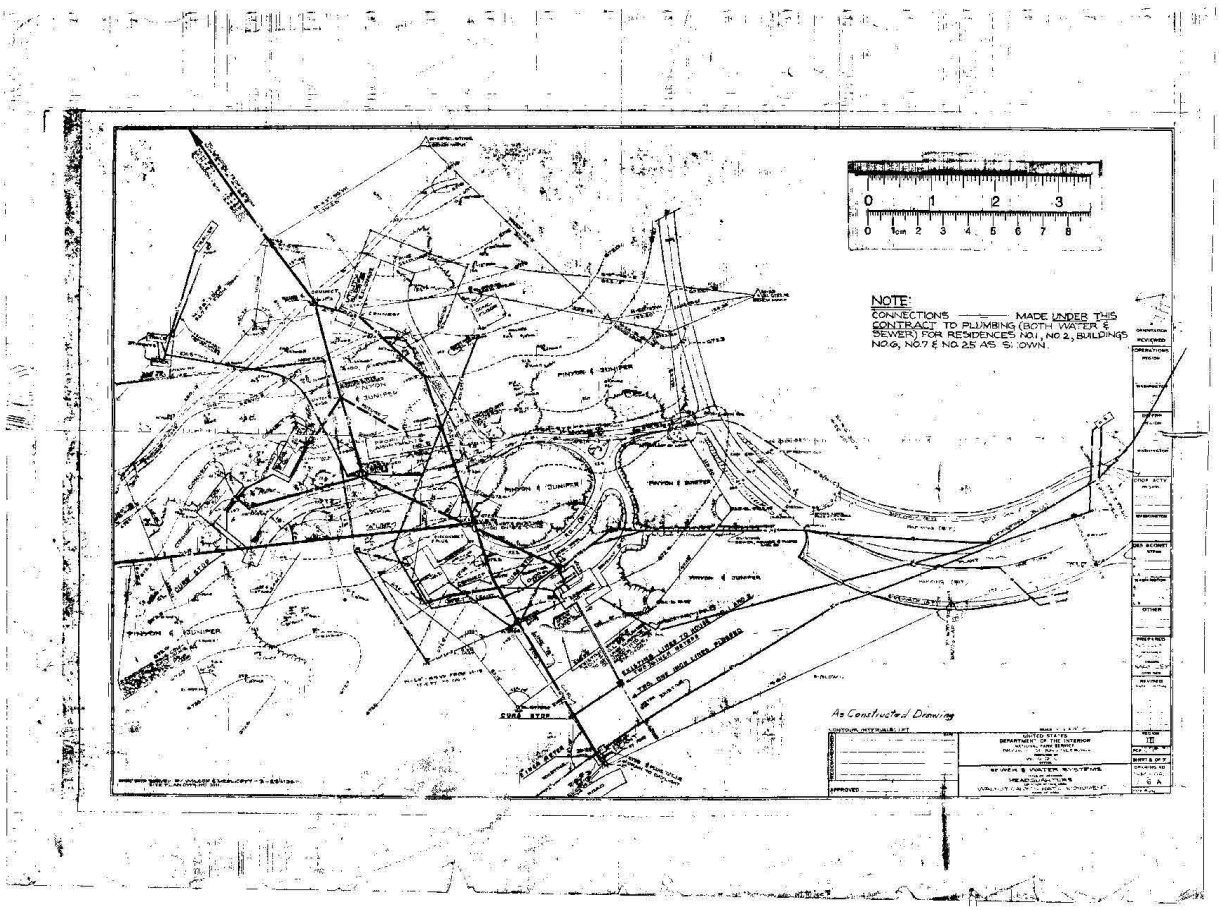
A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Walnut Canyon
Southwest Archeological Center
WODC (2)

11-06-1954: map of the new flagstaff city limits n.p.s. water line and 3/4' connections

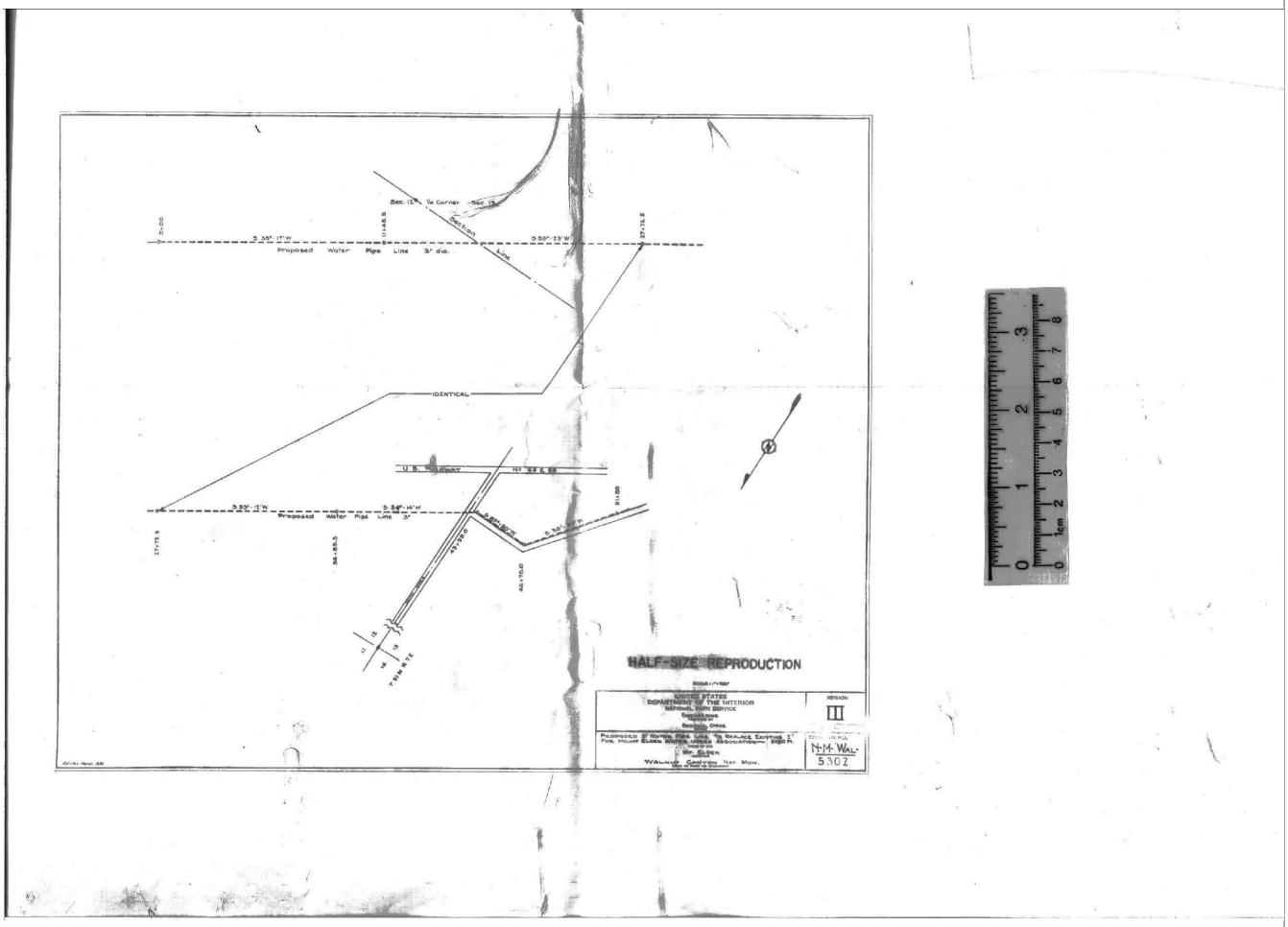


00-00-0000: as constructed drawing - sewer and water systems - headquarters

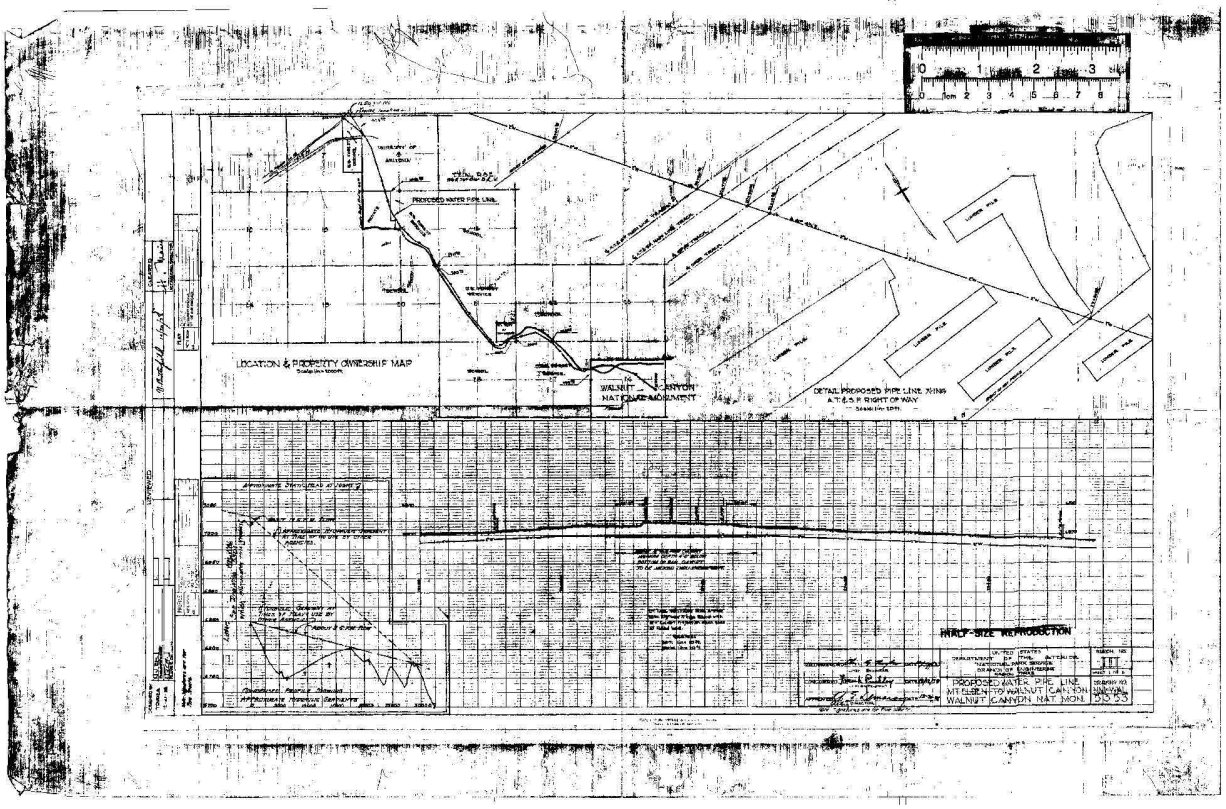


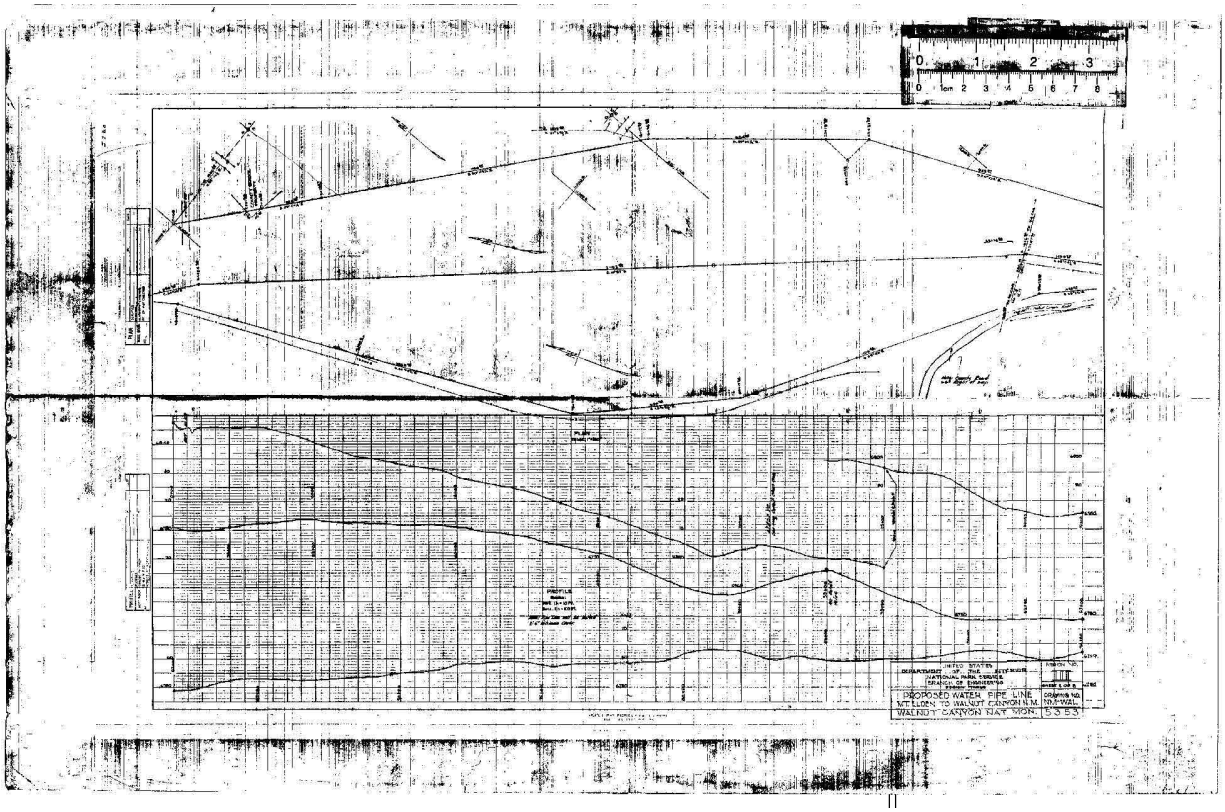
Maps and Miscellaneous Information

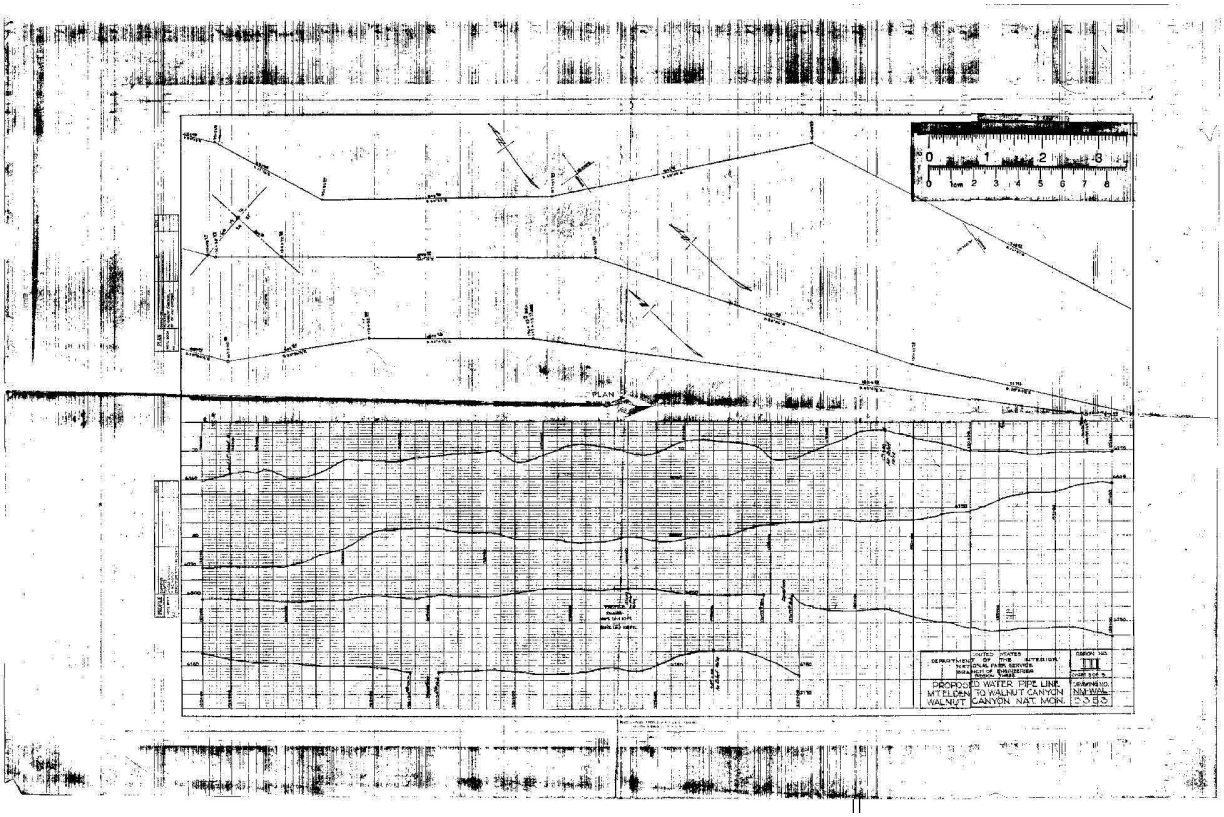
00-00-0000: proposed location map of pipeline

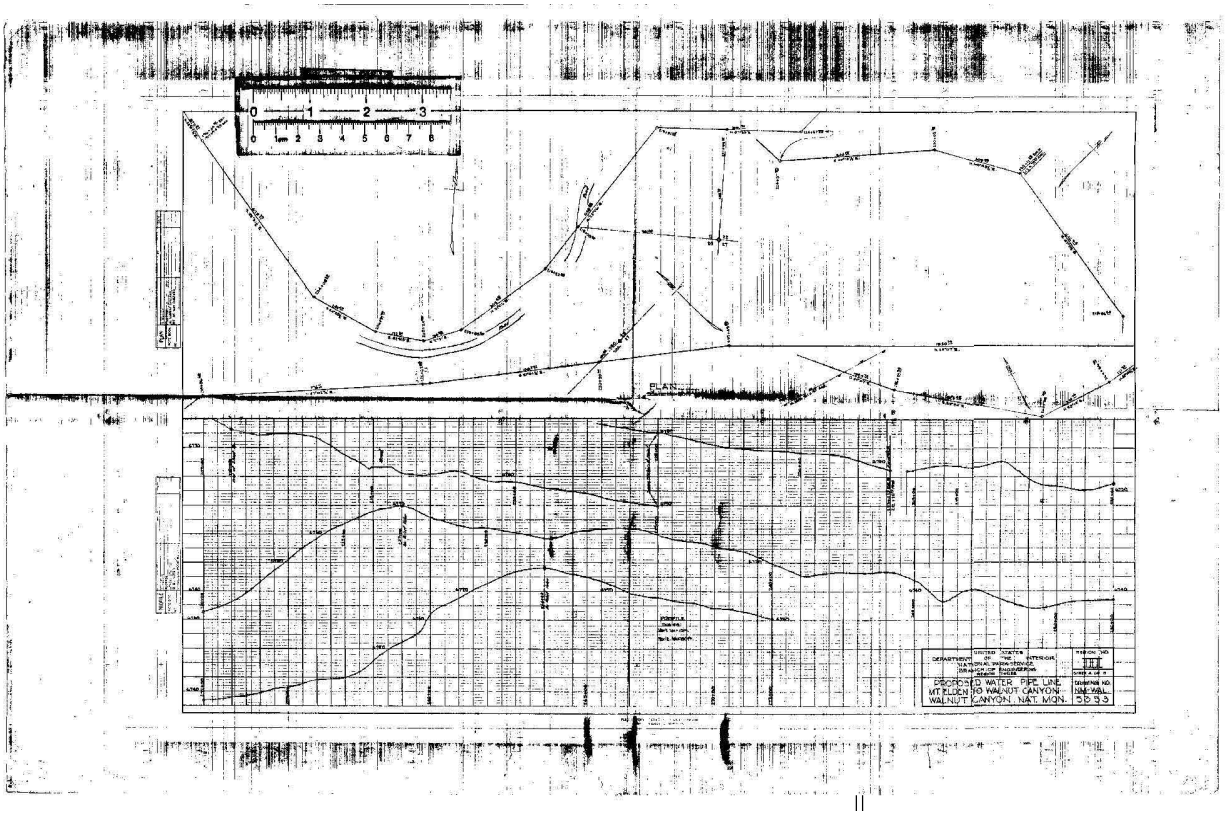


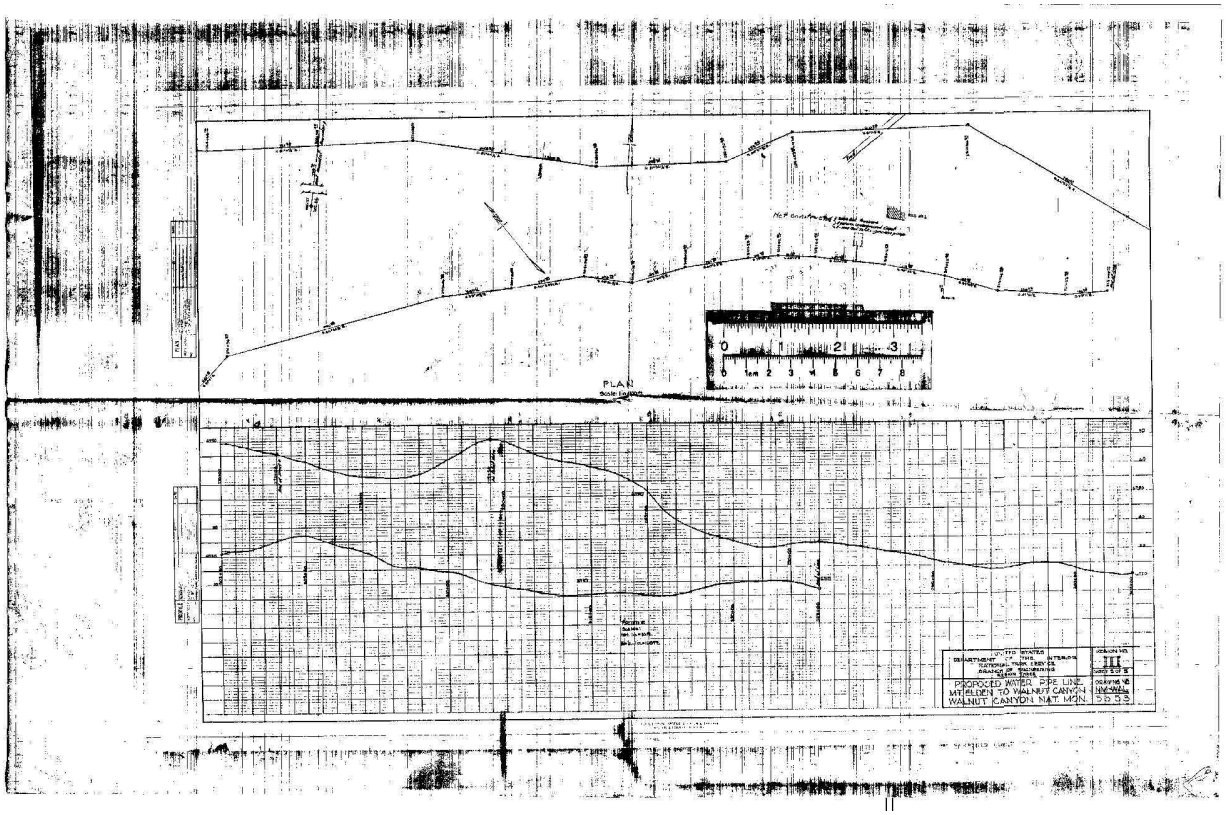
00-00-0000: map of proposed water pipeline and land ownership map - mt. elden to walnut canyon

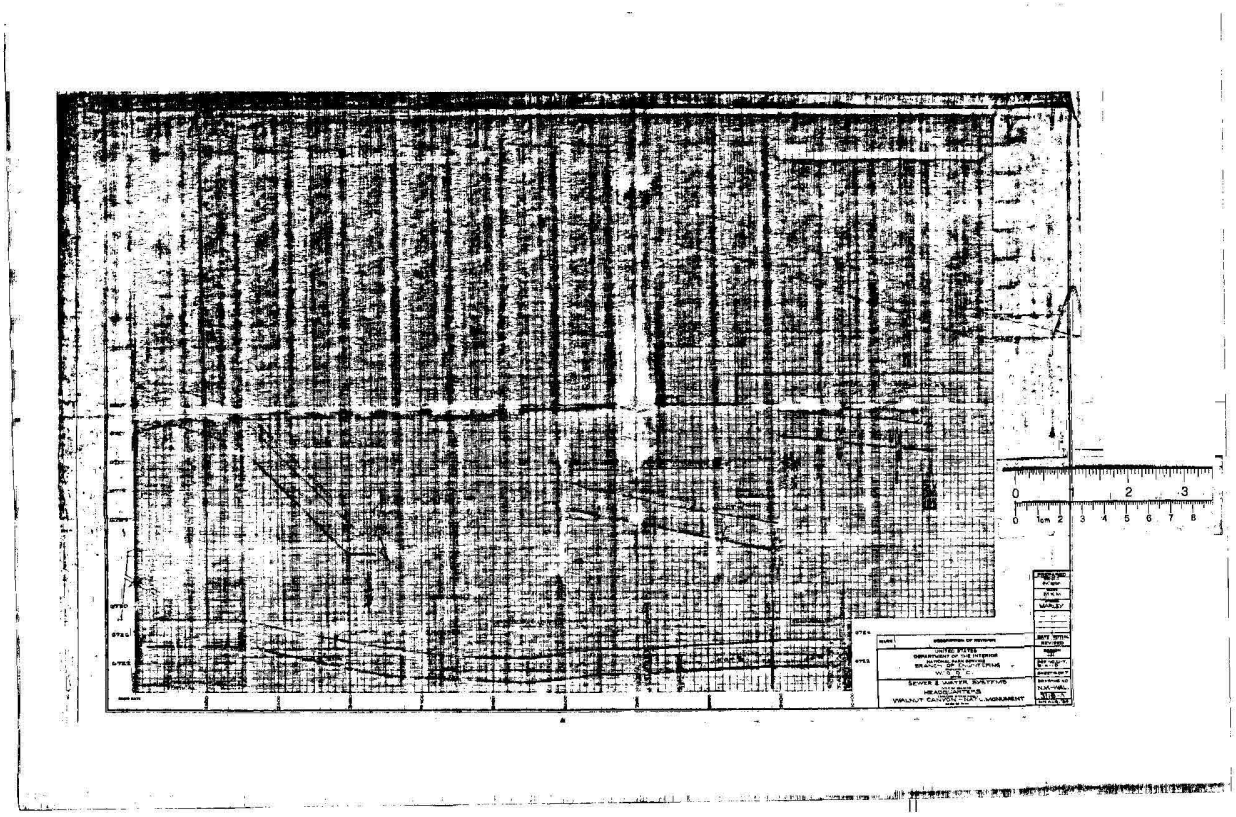



PROPOSED WATER PIPE LINE
MT ELDEN TO WALNUT CANYON N.M.
WALNUT CANYON NAT. MON.

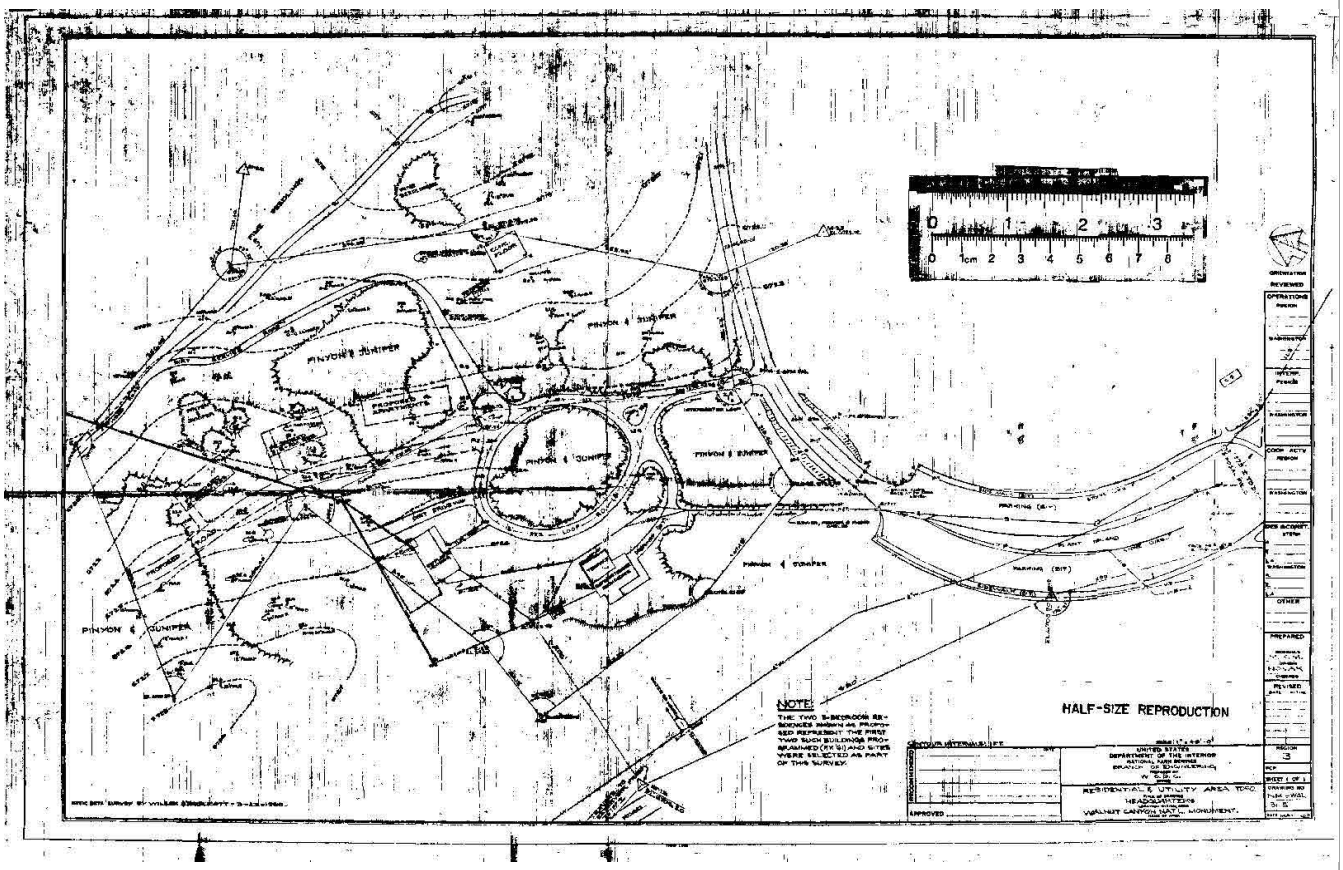

PLAN
PROPOSED WATER PIPE LINE
MT ELDEN TO WALNUT CANYON NAT MON
WALNUT CANYON NAT MON
III
NM-WAL
3-55

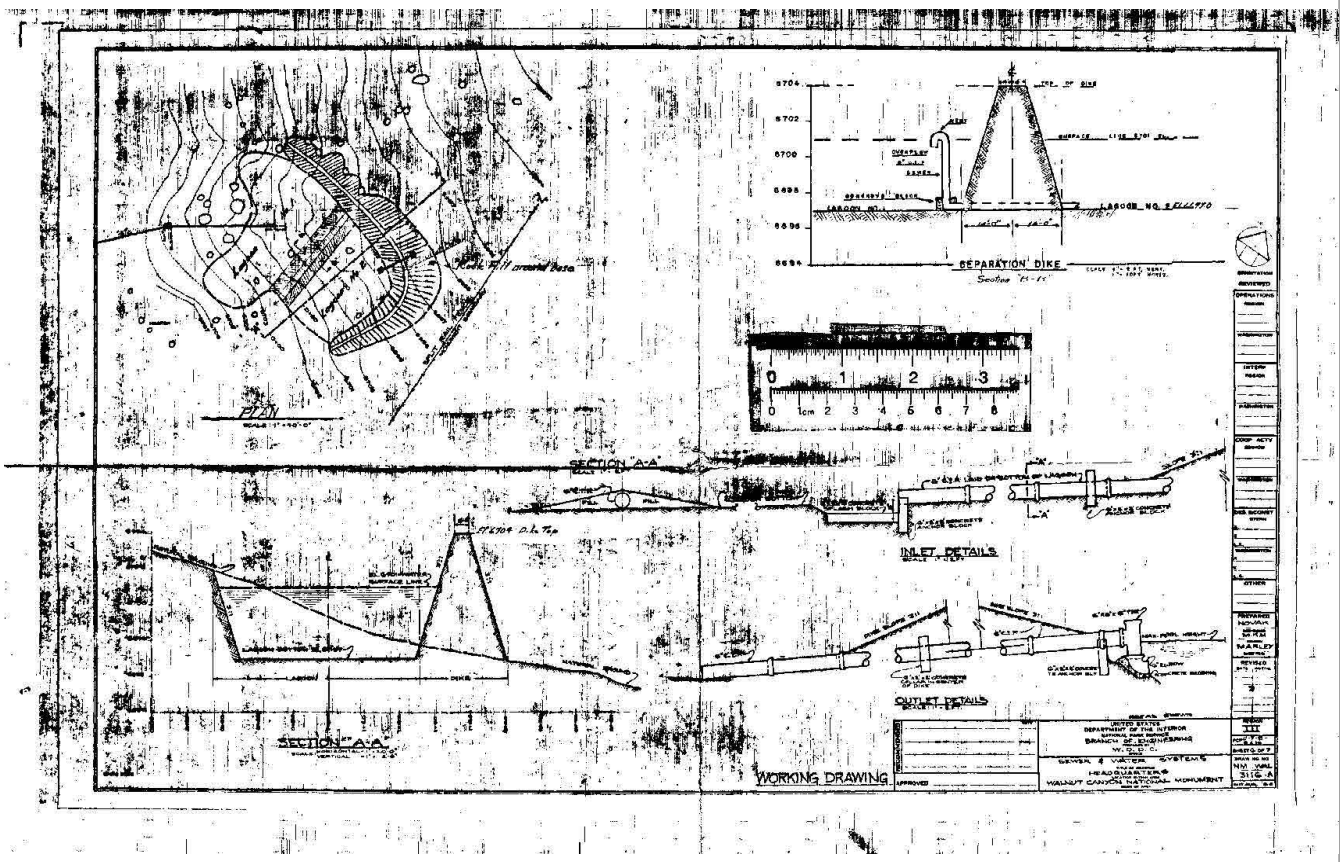

PLAN
PROPOSED WATER PIPE LINE
MT ELDEN TO WALNUT CANYON
WALNUT CANYON, NAT. MON.
NM-WAL
3893

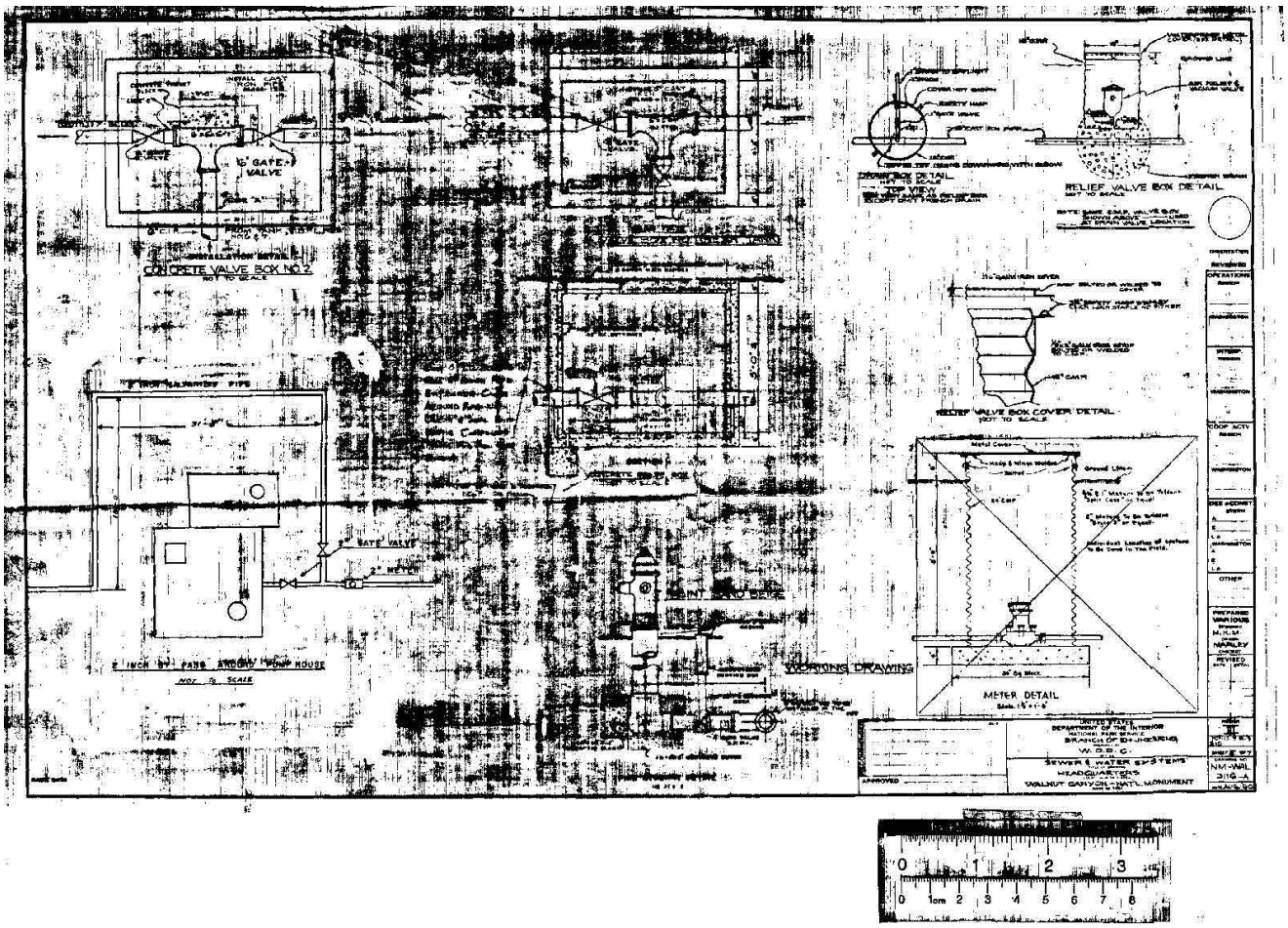

PLAN
PROPOSED WATER PIPE LINE
MT. ELDEN TO WALNUT CANYON
WALNUT CANYON NAT. MON.

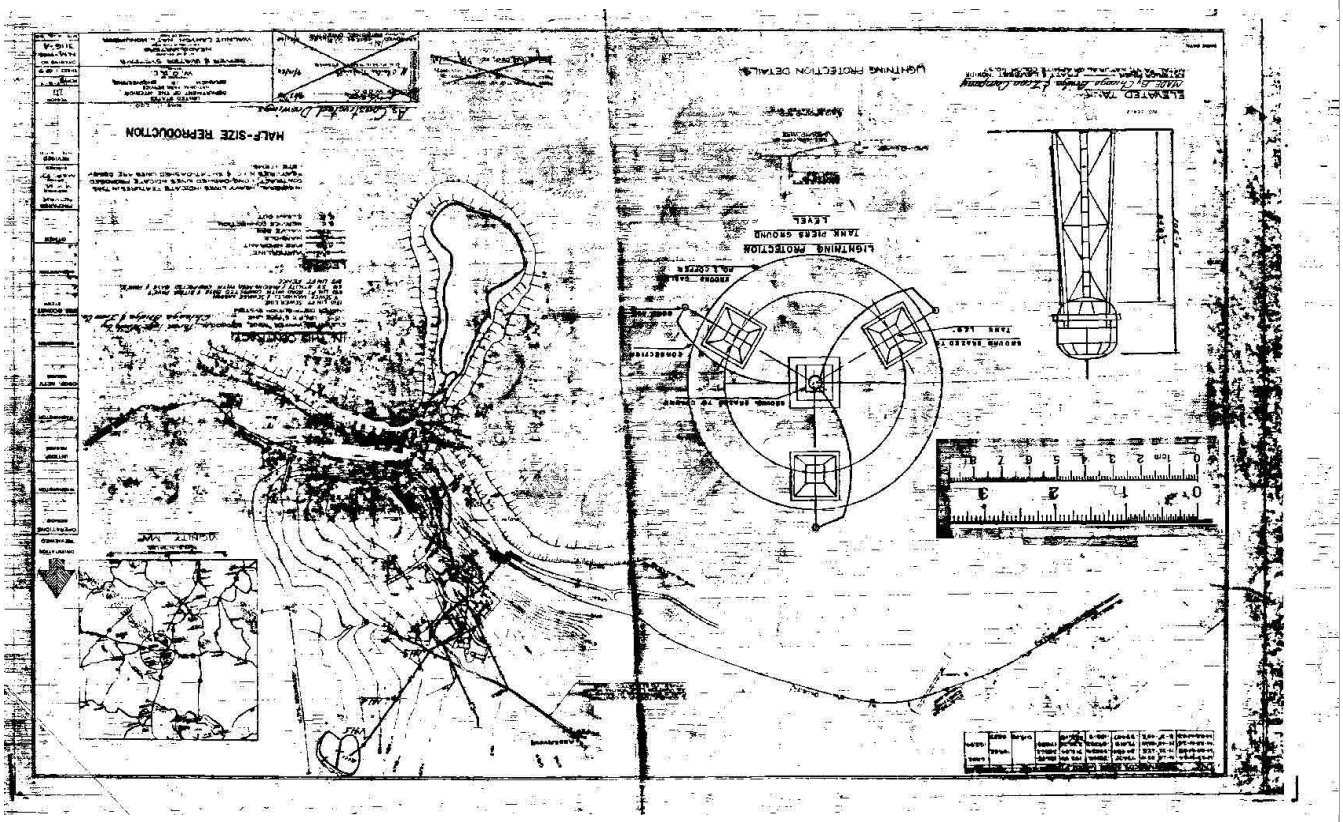


05-00-1962: topographic map of the residential and utility area - headquarters

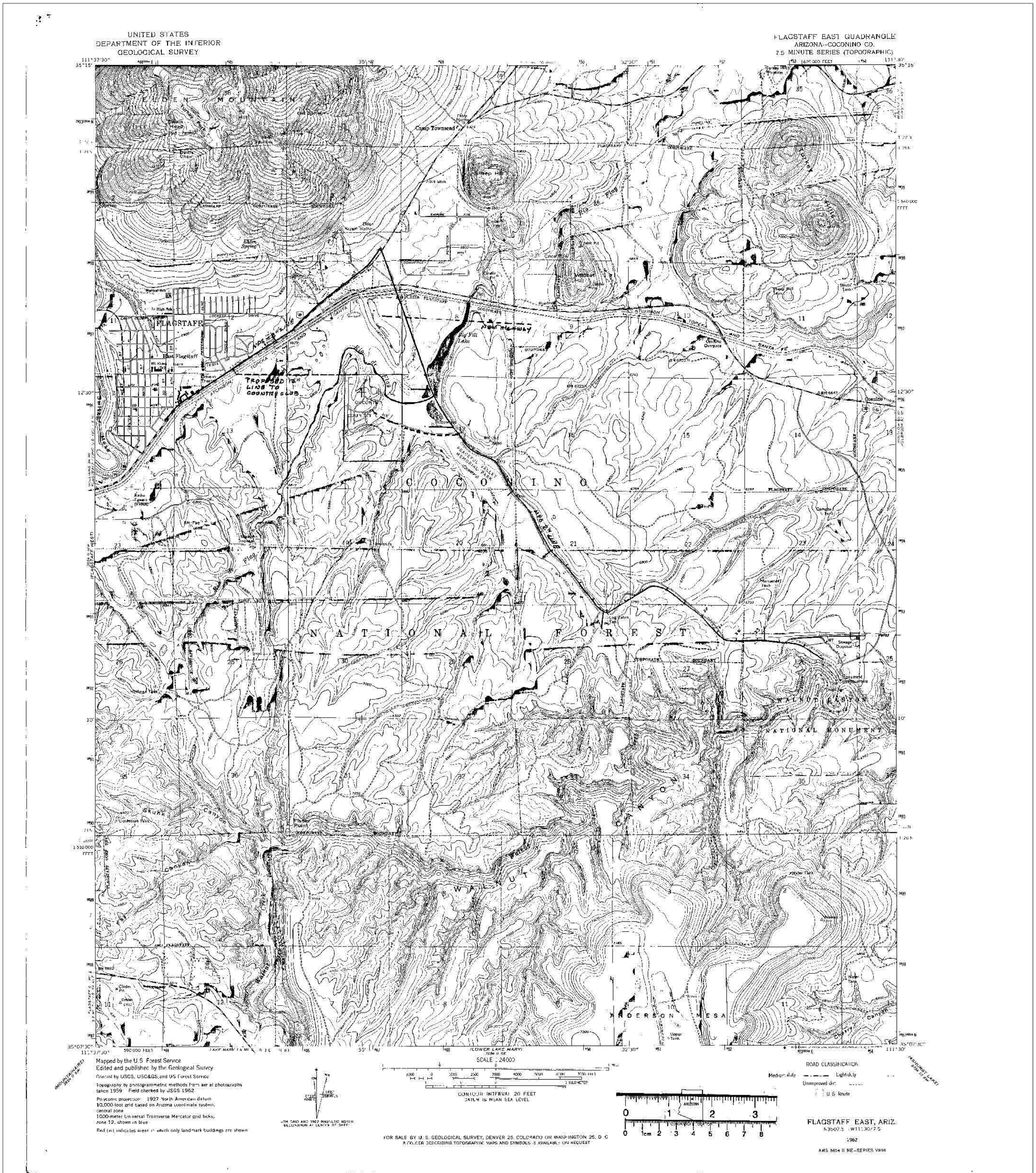



SEPARATION DIKE
INLET DETAILS
OUTLET DETAILS
SECTION A-A
SECTION A-A
WORKING DRAWING
SEWER & WATER SYSTEMS
HEADQUARTERS
WALNUT CANYON NATIONAL MONUMENT

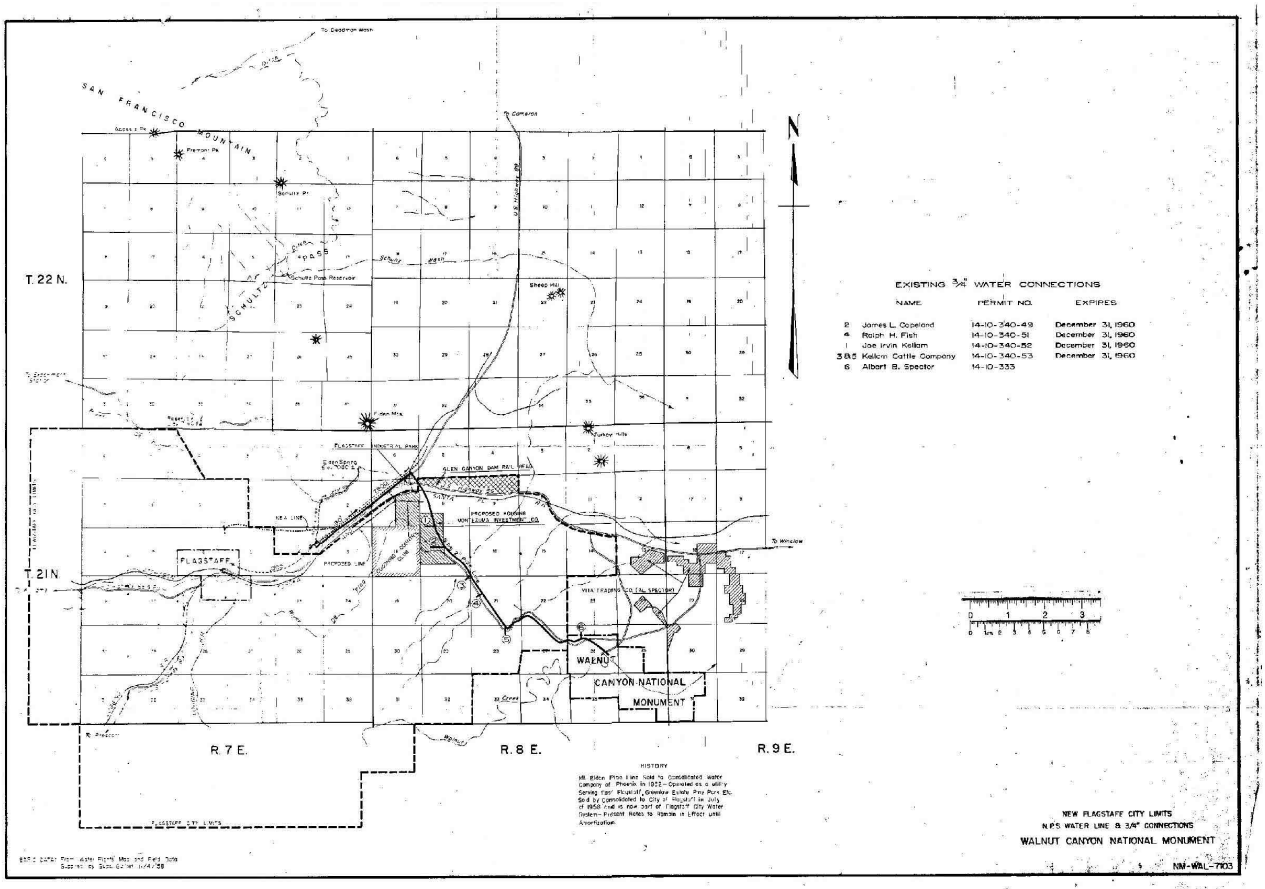

CONCRETE VALVE BOX NO 2
RELIEF VALVE BOX DETAIL
METER DETAIL
WORKING DRAWING


HALF-SIZE REPRODUCTION
LIGHTNING PROTECTION DETAILS
LIGHTNING PROTECTION
TANK PIERS GROUND
LEVEL

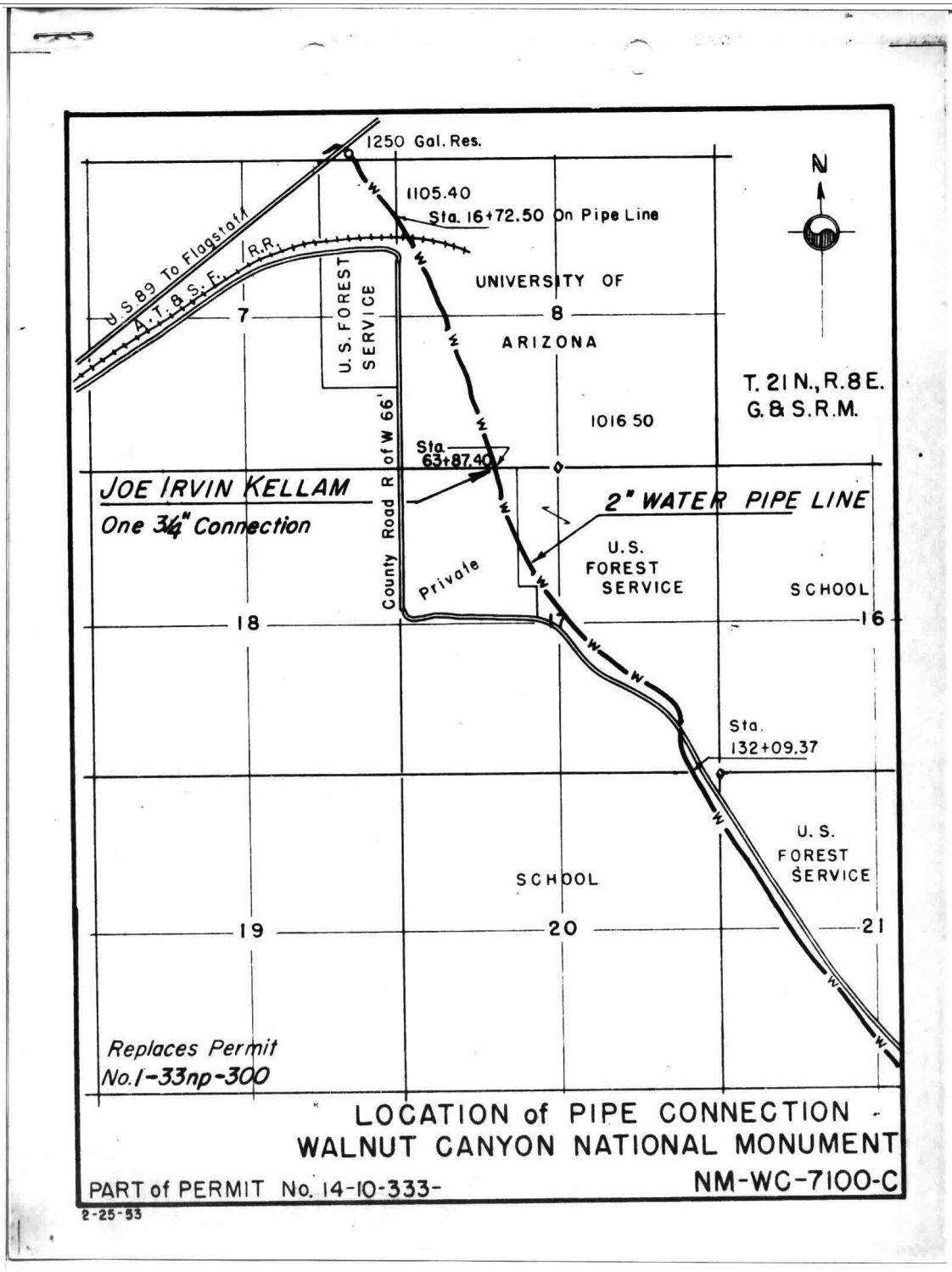
00-00-1962: eastern flagstaff quadrangle showing the location of new pipeline

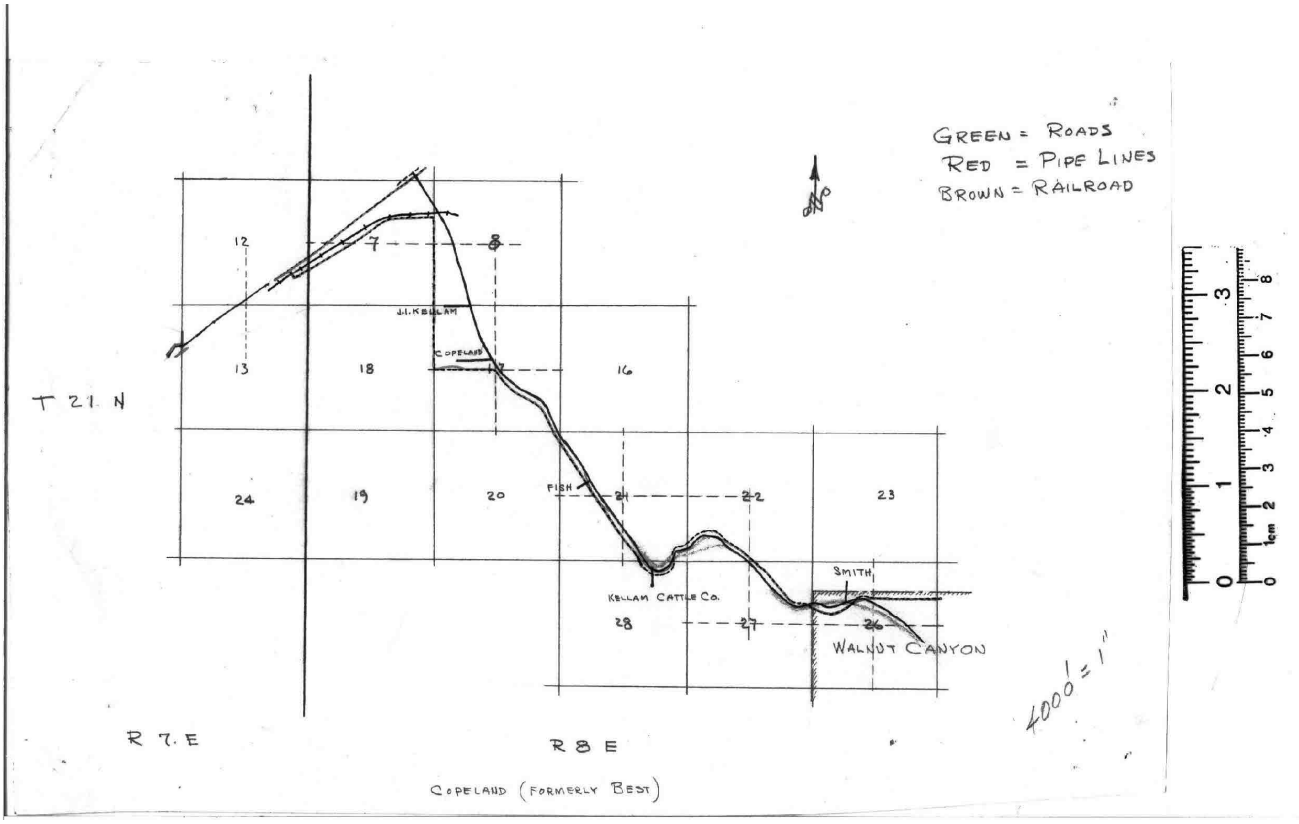


11-04-1958: map of the new flagstaff city limits - nps water line and 3/4' connections

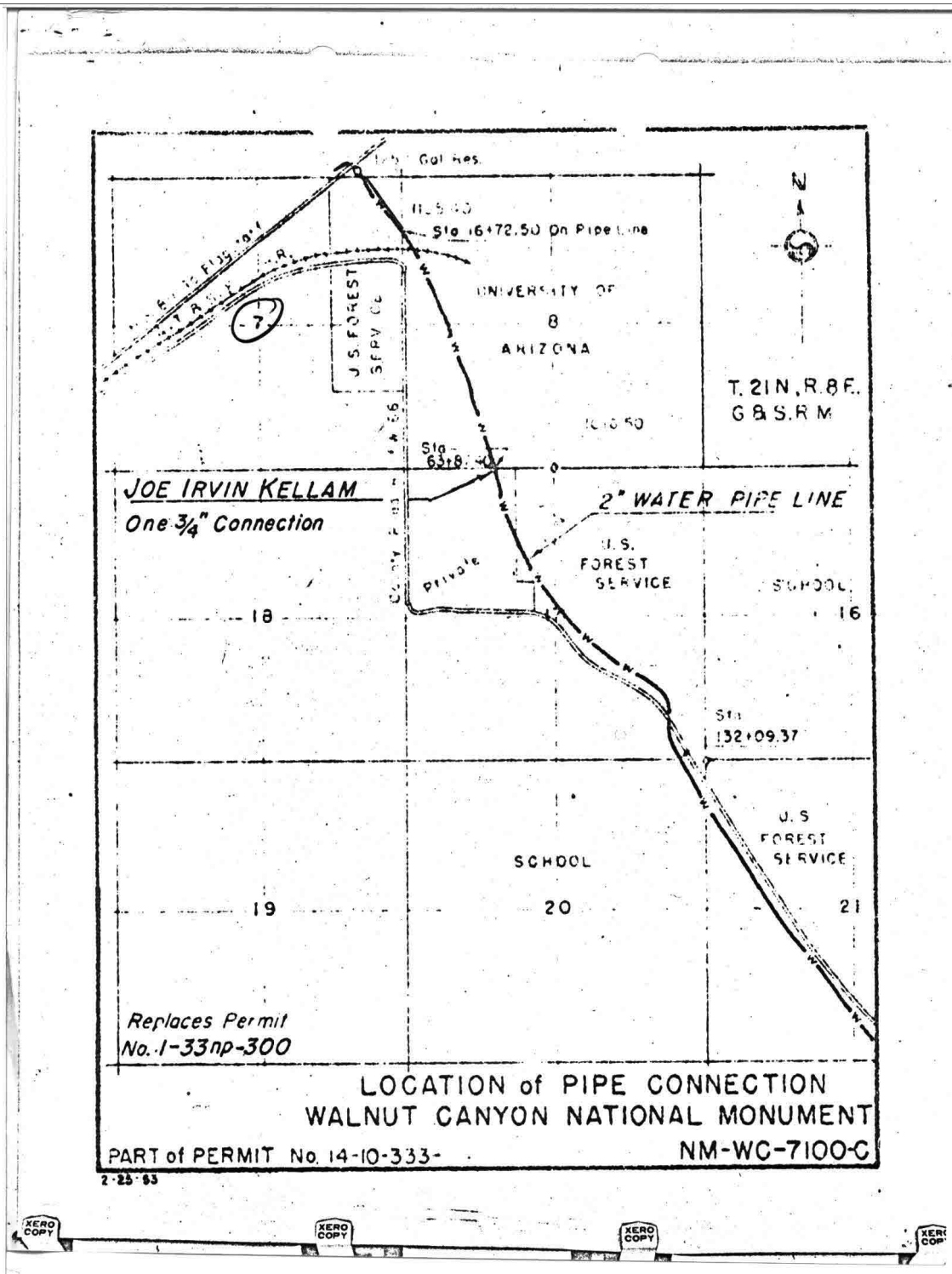


02-25-1953: location of pipe connection

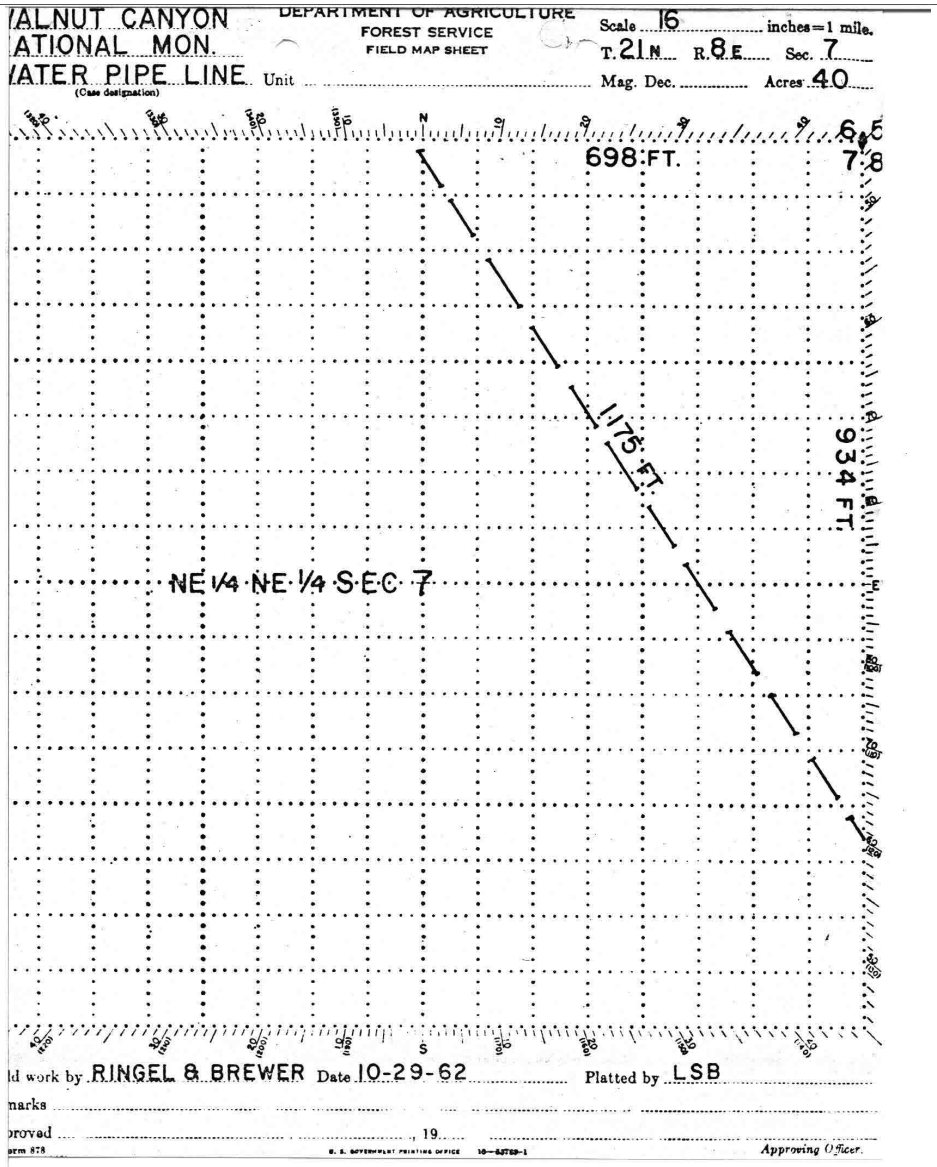


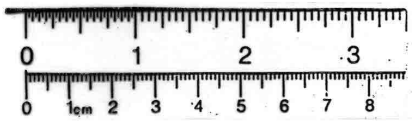

GREEN = ROADS
RED = PIPE LINES
BROWN = RAILROAD
T 21 N
R 7 E
R 8 E
12
7
8
13
18
16
24
19
20
21
22
23
28
27
26
J.I. KELLAM
COPELAND
FISH
KELLAM CATTLE Co.
SMITH
WALNUT CANYON
4000' = 1"
0 1 2 3 km
0 1 2 3 4 5 6 7 8
COPELAND (FORMERLY BEST)

02-25-1953: location of pipe connection

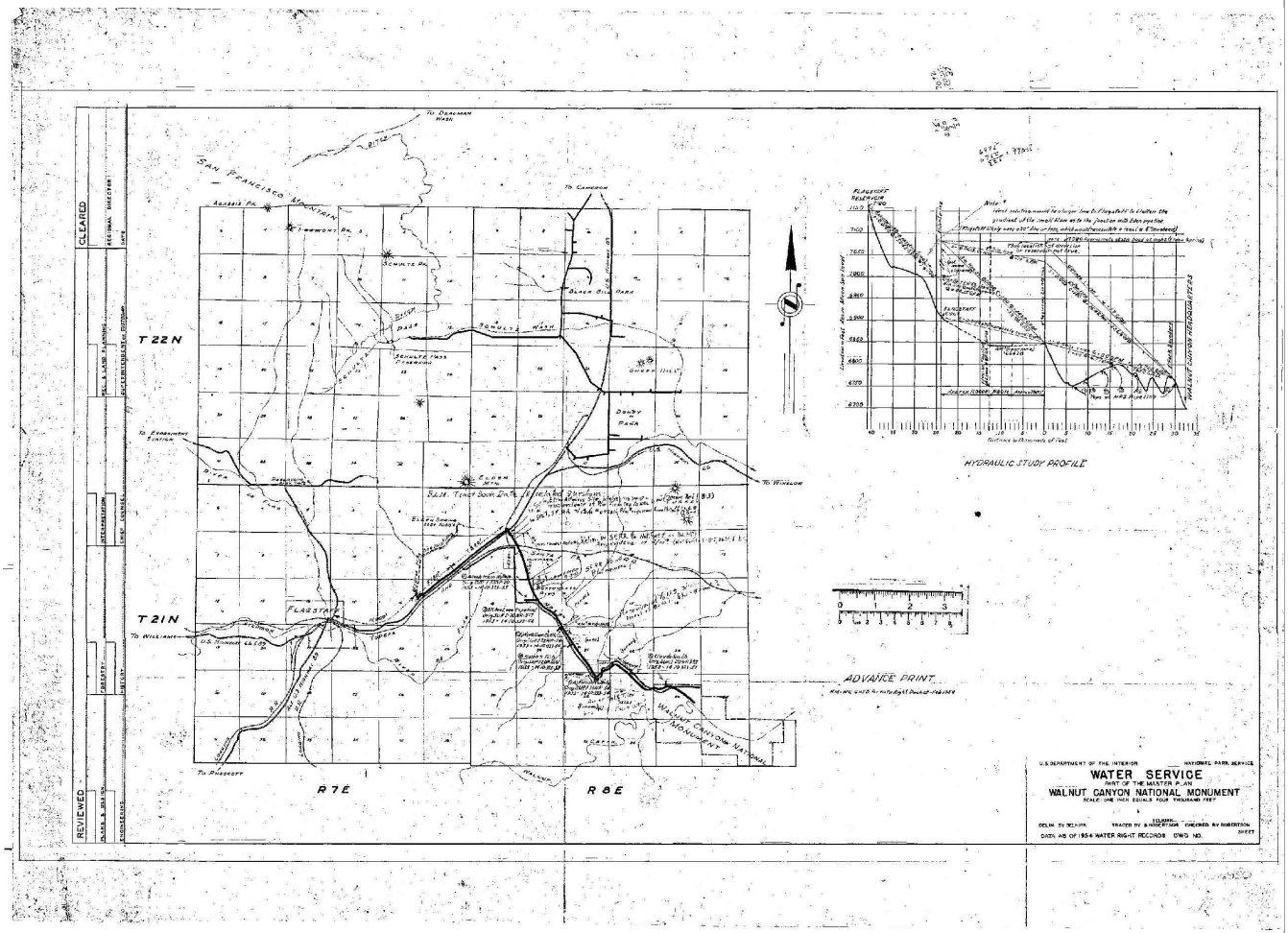


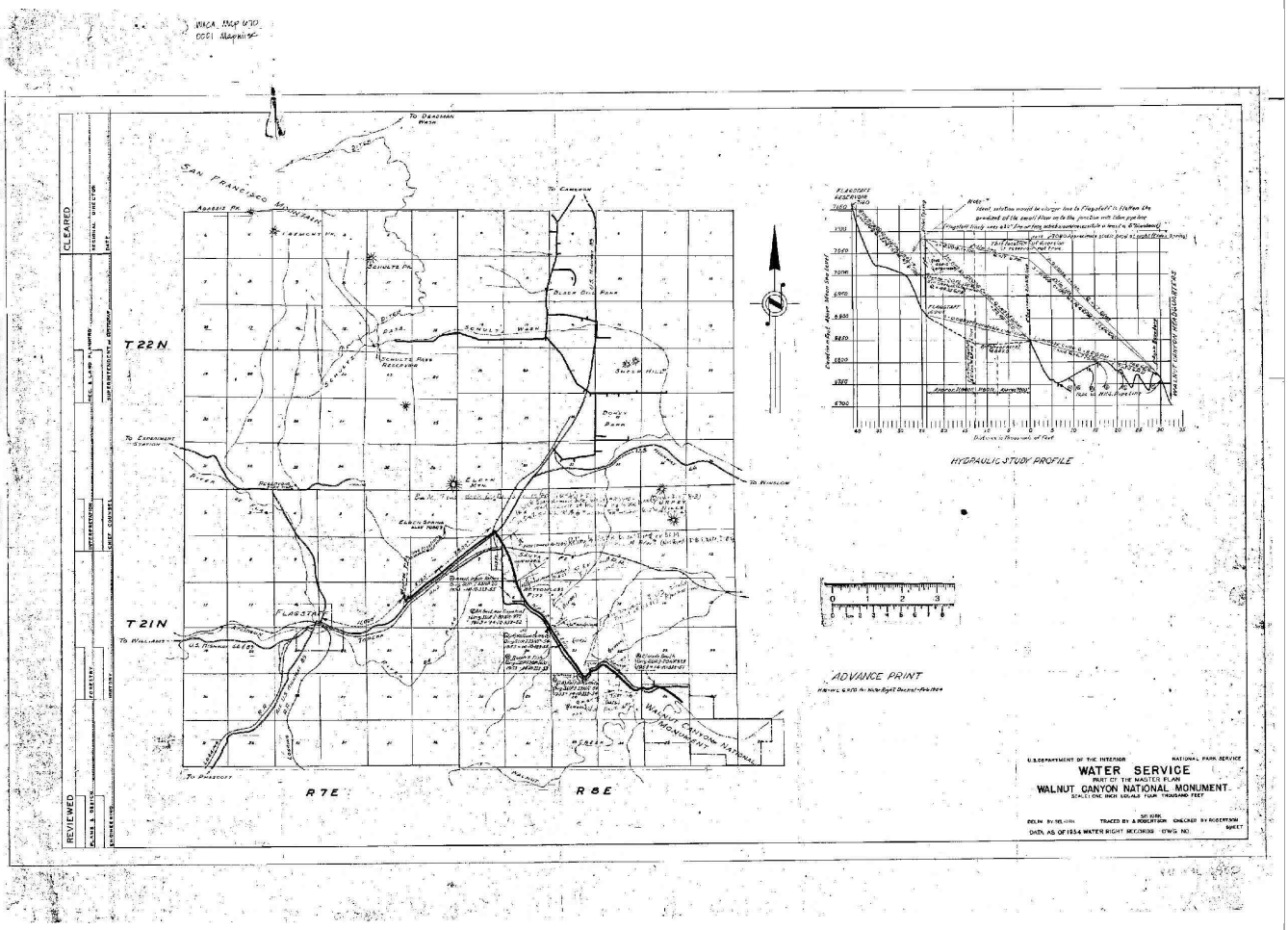
10-29-1962: field map sheet - location of pipeline

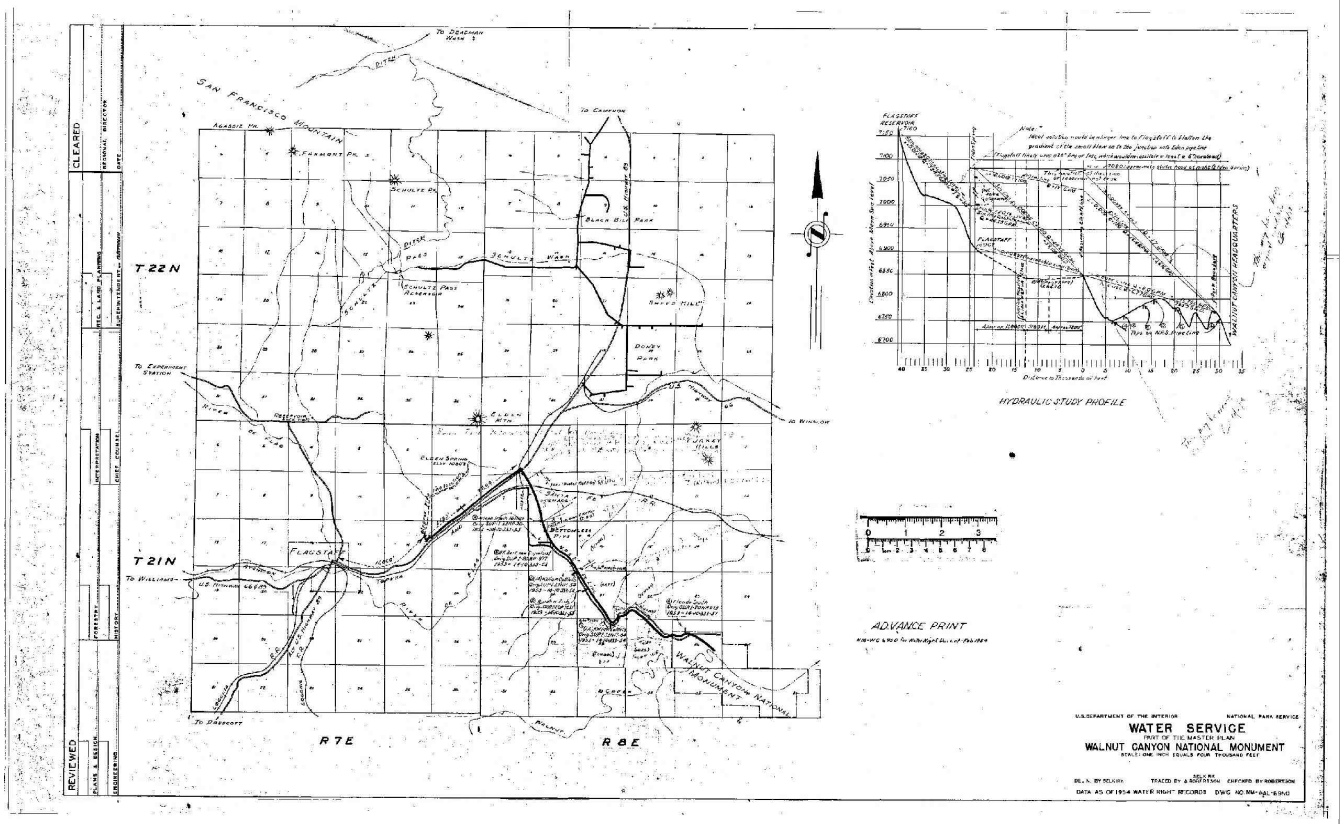




00-00-1954: map of the water service - part of the master plan




T 22 N
T 21 N
R 7 E
R 8 E
SAN FRANCISCO MOUNTAINS
FLAGSTAFF
To Prescott
To Winslow
To Cameron
To Williams
To Grandview Point
To Experiment Station
Schultz Pk.
Elden Mtn.
Sunset Crater
Walnut Canyon National Monument
HYDRAULIC STUDY PROFILE
ADVANCE PRINT
U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WATER SERVICE
PART OF THE MASTER PLAN
WALNUT CANYON NATIONAL MONUMENT
DATA AS OF 1954 WATER RIGHT RECORDS
CLEARED
REVIEWED



Docket Information

Number of Documents in Docket 153

Documents Dated from 6/15/1922 to 9/30/1999

Docket Compiled: 4/9/2012