Docket Number: 43

FURNACE CREEK AND TEXAS SPRINGS

Preliminary Docket Information

DOCKET INFORMATION FORM

Compiled by: Alexa Kreiling Date: 2/25/2025
Initial Docket Information Form ☒ Amendment # _____ (1,2,3 …)
Includes Confidential Content ☒

Park Unit: DEVA **Docket #:** 043 **Docket Title** Furnace Creek and Texas Springs

Docket Type:
Select all applicable: ☐ PC/V (pre-code/vested) ☐ APP (appropriative) ☐ RIP (riparian)
☐ FRR (federal reserved right) ☐ PWR (public water reserve) ☐ ACQ (acquired)
☐ GW (groundwater) ☐ Own (ownership) ☐ Other _____

Region:
☐ NER & NCR ☐ IMR
☐ SER ☐ MWR
☐ IMR ☒ PWR
☐ AKR

Source:
☐ Groundwater ☐ Spring (When recognized by the State as separate from groundwater and surface water)
☒ Surface Water
☐ Direct Diversion ☐ Diversion to Storage ☐ Instream Flow
Name: Furnace Creek and Texas Springs

State: CA
County: Inyo

Owner: US National Park Service (As listed by the State)

Application #: _____ **Date:** _____

Permit #: _____ **Date Issued:** _____

License / Certificate #: _____ **Priority Date:** _____

Ruling/Order/Decree #: _____ **Date Issued:** _____

Quantity: Rate: _____ Duty: _____
Units: ☐ cfs ☐ gpm ☐ afy ☐ other _____ Units: ☐ cfs ☐ gpm ☐ afy ☐ other _____

Use(s): ☒ Domestic ☐ Livestock ☐ Irrigation ☐ Municipal ☐ Industrial/Commercial ☐ Wildlife ☐ Instream ☐ other _____

POD Name / Location: _____ ☐ Multiple PODs (see water right)
Qtr: _____ Qtr: _____ Sec: _____ T: _____ R: _____ PM: _____
Latitude: _____ Longitude: _____
UTM _____ , _____ Datum: _____

POU Name / Location: _____ ☐ Multiple POUs (see water right)
Qtr: _____ Qtr: _____ Sec: _____ T: _____ R: _____ PM: _____
Latitude: _____ Longitude: _____
UTM _____ , _____ Datum: _____

Narrative / Remarks: Enter short narrative in the space below, attach additional page(s) as needed.

See Water Right/Source Docket Information dated June 18,1973 in the preliminary section for narrative.

☐ Additional Page(s) Attached

NOTES TO THE FILE DEVA 03, 04, 05, 06, and 43 May 3, 1996

Dockets 03, 04, and 05 contain documentation on California State water right permits in the Furnace Creek area which were revoked.

Docket 06 contains documentation of a licensed water right from Texas Spring.

Docket 43 contains documentation of a water rights agreement between Fred Harvey and the National Park Service concerning water rights in the Furnace Creek area. Congress directed the National Park Service to work out an agreement with U.S. Borax (Fred Harvey's predecessor) concerning the water rights in the Furnace Creek area. The NPS's water rights in the Furnace Creek area are thought to be primarily Federal reserved water rights.

A folder, filed with the dockets, but not a docket, contains papers common to dockets 3, 4, 5, 6, and 43, including water use and need studies, maps, and documentation of Congress's inquiries into issues in the Furnace Creek area. Alien water right docket 42 contains documentation of Fred Harvey's water rights. The information in this folder and in the alien water right docket (in addition to that in particularly dockets 06 and 43) should be helpful if there is an adjudication of the water rights or a water rights conflict involving the NPS's water rights in the Furnace Creek area.

Alice Johns

Alice Johns
Hydrologist
Water Rights Branch
Water Resources Division
National Park Service

00-00-0000: water right/source docket information =june 18, 1973

DATE: June 18, 1973

WATER RIGHT/SOURCE DOCKET INFORMATION

REGION Western AREA Death Valley National Monument

SITE Furnace Creek and Texas Springs

STATE California COUNTY Inyo DOCKET NO A-44(WSC)LWW

LOCATION

REGIONAL BASIN LOCAL BASIN

ACQUIRED BY

APPLICATION PERMIT CERTIFICATE

ACTION DUE PRIORITY RESERVATION

QUANTITY USE Domestic

STATUS Other SOURCE Springs

REMARKS A Contract concerning the water rights of Fred Harvey, Inc., in Death Valley National Monument. Sources not registered with State Water Resources Division.

NARRATIVE: By the terms of a contract of May 5, 1969, between the United States, and Fred Harvey, Inc., Harvey agreed to acquire certain property within Death Valley National Monument, one area known as the Furnace Creek Ranch Tract, and another known as the Inn Tract. With the property, Harvey received

1) appropriative rights to 1.634 c.f.s. of water from the Furnace Creek Wash and its tributaries, including Travertine Springs, and other waters in the vicinity thereof; and

2) appropriative rights to .28 c.f.s. of water from Texas springs and other waters in the vicinity thereof;

both for beneficial use upon the Inn Tract. Harvey also obtained a riparian right to the beneficial use upon the Inn tract of .15 c.f.s. of waters riparian to it.

At the time of the agreement, the aforementioned appropriative rights were being beneficially used upon both the Inn Tract and Furnace Creek Ranch Tract.

The contract also provided that the United States would give to Harvey the exclusive right to purchase and additional .536 c.f.s. of water available to it from the aforementioned sources, after the fullfillment of Harvey's appropriative and riparian rights; with the reservati that if the needs of the United States required it, any part of that .536 c.f.s. could be withdrawn from sale upon six months notice.

In return, Harvey conveyed to the United States the right, title and interest to any other water rights which (Harvey) had or might have had within the Monument.

Compiled by Wm. N. Murray

Approved by W. Werrell

02 STATE

Death Valley National Park

FURNACE CREEK AND TEXAS SPRINGS

State Water Rights Documentation

00-00-0000: note to file regarding two bound documents were not scanned but can be found in the original green dockets

NOTE TO THE FILE

DEVA DOCKET NO. 043

STATE WATER RIGHTS DOCUMENTATION SECTION

There are two bound documents located in the original green docket folders that were not scanned in, but can be found in the green docket folders. They are:

1) Death Valley National Monument (Furnace Creek Area- Water Rights and Related Matters), 660 pp. + Map

   Hearings Before a Subcommittee of the Committee on Government Operations, House of Representatives, Eighty-Eighth Congress, Second Session, January 27, 28, 29; March 23, and April 21, 1964

2) Death Valley National Monument (Furnace Creek Area- Water Rights and Related Matters), 107 pp.

   Union Calendar No. 83, House Report No. 193, Fifth Report by the Committee on Government Operations, Eighty-Ninth Congress, First Session, March 22, 1965

00-00-0000: letter of transmittal

LETTER OF TRANSMITTAL

HOUSE OF REPRESENTATIVES,
Washington, D.C., March 22, 1965.

Hon. JOHN W. MCCORMACK,
Speaker of the House of Representatives,
Washington, D.C.

DEAR MR. SPEAKER. By direction of the Committee on Government Operations, I submit herewith the committee's fifth report to the 89th Congress. The committee's report is based on a study made by its Special Subcommittee on Death Valley Monument.

WILLIAM L. DAWSON, *Chairman.*

00-00-0000: public law 85-495 85th congress, h. r. 10349: an act. =july 02, 1958

Public Law 85-495
85th Congress, H. R. 10349
July 2, 1958

AN ACT

72 Stat. 295.

To authorize the acquisition by exchange of certain properties within Death Valley National Monument, California, and for other purposes.

Death Valley National Monument, Calif. Exchange of lands.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior is hereby authorized to grant and convey to the Death Valley Hotel Company, Ltd., or its successors, perpetual easements for rights-of-way and/or title to land aggregating not more than two hundred acres within Death Valley National Monument, California, subject to such terms and conditions as the Secretary may deem desirable, and to enter into an agreement with the Death Valley Hotel Company, Ltd., or its successors, defining, fixing and establishing the respective rights of the Death Valley Hotel Company, Ltd., or its successors, and the United States, as between themselves, to the use of the waters available from Texas Springs, Furnace Creek Wash and its tributaries, including Travertine Springs, and other waters in the vicinity thereof in said Death Valley National Monument, California, and to accept in exchange therefor the conveyance to the United States of parcels designated parcels F, G, and H, aggregating approximately four hundred and forty acres, on sheet 1 of 1 of a drawing entitled "N. P. S., reg. IV, drawing numbered NM-DV-2123, revised March 14, 1958", a copy of which drawing is on file with the Superintendent, Death Valley National Monument, California, said lands lying within the exterior boundaries of Death Valley National Monument. In order to facilitate the making of such exchange, the Secretary of the Interior may enter into an agreement with the Death Valley Hotel Company, Ltd., or its successors, pursuant to which the perpetual easements and land or any part thereof which he is hereby authorized to grant and convey to the Death Valley Hotel Company, Ltd., or its successors, will be conveyed from time to time over a period of time in parcels or portions in accordance with a schedule mutually satisfactory to the parties.

Approved July 2, 1958.

03 HISTORY

Death Valley National Park

FURNACE CREEK AND TEXAS SPRINGS

Land History

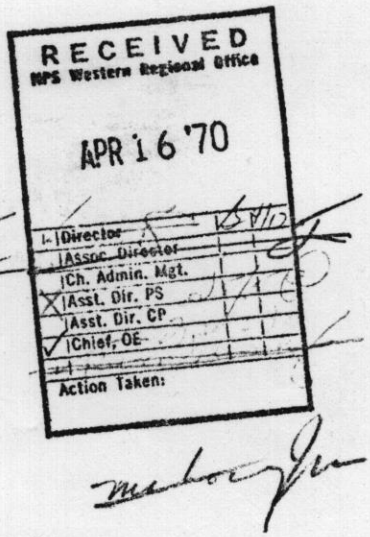
00-00-0000: memorandum to acting director regarding agreement respecting land and water rights between the united states and fred harvey, inc. =april 16, 1970

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

WESTERN SERVICE CENTER
450 GOLDEN GATE AVENUE, BOX 36025
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:
F54 (WSC)D

April 16, 1970



Memorandum

To: Acting Director, Western Region

From: Acting Director, Western Service Center

Subject: Agreement respecting land and water rights between the United States and Fred Harvey, Inc., Death Valley

As requested by Acting Director Stitt's memorandum of April 1, 1970, we are enclosing a copy of the subject agreement which had been apparently approved as of May 5, 1969, together with a copy of the memorandum from the Chief, Division of Water Resources, WASO.

As expressed in Mr. Novak's memorandum to you of April 1, 1970, there had been some concern regarding the language contained in Sections 6.3 and 6.4. Although we are unable to find a copy of the memorandum which was submitted to the Director on this subject, we were able to find reference to this memorandum in a memorandum to the Superintendent, Death Valley, from Assistant Regional Director, Operations, Rumburg on May 2, 1969. In this memorandum Mr. Rumburg states that ***Hopefully, the approved agreement will contain certain revisions which this office suggested to the Director on February 4, 1969.*** From this, it is apparent that the Director did have the benefit of your comments concerning the proposed revisions to the agreement, and although they were not incorporated into the approved agreement we must assume that they were aware of them.

Please advise us if we may assist you in any other way with the distribution and allocation of costs with regard to the Texas Spring and Furnace Creek Wash systems.

Harold P. Danz

Enclosure

00-00-0000: closing memorandum for real estate transfers =may 16, 1959

5/15/1969

CLOSING MEMORANDUM

REAL ESTATE TRANSFERS

DEATH VALLEY HOTEL COMPANY, LTD.

FRED HARVEY, INC.

THE UNITED STATES OF AMERICA

THE NATURE CONSERVANCY

00-00-0000: time, date and place of closing =may 16, 1969

TIME, DATE AND PLACE OF CLOSING:

The Closing took place at 5:30 P. M. on May 15, 1969, in the offices of O'Melveny & Myers, 611 West Sixth Street, Los Angeles, California 90017.

PARTIES:

Fred Harvey, Inc. ("Harvey") was represented by Leslie W. Scott and George W. Clark, by Sidley & Austin, through James G. Archer, Esq., and O'Melveny & Myers, through Messrs. William B. Carman, Owen Olpin, Jerold L. Miles and Douglas L. Thorpe.

Death Valley Hotel Company, Ltd. ("Hotel") was represented by Ray J. Coleman, Esq. and Edward Lee, Jr., Esq.

The United States of America ("United States") was represented by Eugene Lyttle, Assistant Chief, Operations, Division of Land and Water, National Park Service.

The Nature Conservancy was represented by Eugene Lyttle.

Title Insurance and Trust Company ("TI") was represented by Messrs. William McDonough and David Watkins.

DOCUMENTS:

1. Grant Deed from Hotel to Harvey covering residual properties ("Hotel Deed #1").

2. Grant Deed from Hotel to Harvey covering Inn and Ranch Tracts ("Hotel Deed #2").

3. Grant Deed from Harvey to The Nature Conservancy covering residual properties ("Harvey Deed").

4. Agreement Respecting Land and Water Rights between United States and Harvey.

5. Short Form Water Agreement between United States and Harvey ("Water Agreement").

6. Accommodation Recording Request to TI covering Water Agreement.

7. Letter of Instructions to TI covering recordation of the two Hotel Deeds.

8. Letter of Instructions to TI covering recordation of the Harvey Deed.

9. Declaration of Merger of Lease by Harvey.

10. Letter from Department of Interior re authority to execute documents.

11. Park Service Permits Nos. 4-143-059 and 4-143-060 re sewers and access to Ranch Tract.

12. Agreement between Harvey and The Nature Conservancy re substitution of The Nature Conservancy to take title to Harvey Deed ("Conservancy Agreement").

ACTION TAKEN BEFORE THE CLOSING:

Prior to the Closing of the transactions herein described, Harvey purchased from Borax (Holdings) Limited all of the outstanding stock of Hotel. Hotel then proceeded to adopt a plan of dissolution. Actions taken in connection with the foregoing matters are described in the exhibits attached hereto as Exhibit A and Exhibit B. Also prior to Closing United States and Harvey executed the Agreement Respecting Land and Water Rights and the Water Agreement, and The Nature Conservancy and Harvey executed the Conservancy Agreement.

ACTIONS TAKEN AT THE CLOSING:

1. The Conveyance from Hotel to Harvey:

(a) Hotel executed the two Hotel Deeds which were then acknowledged and delivered to Harvey.

(b) Harvey executed the Declaration of Merger.

(c) Harvey delivered the two Hotel Deeds and the Declaration of Merger to TI for recordation the following morning in Inyo County.

(d) TI issued its CLTA Owner's Policy of title insurance insuring that title to the property described in the Hotel Deed #2 was vested in Harvey.

2. The Conveyance from Harvey to The Nature Conservancy:

(a) Harvey executed the Harvey Deed.

(b) Harvey delivered the Harvey Deed to TI with instructions for recordation.

(c) The Nature Conservancy delivered its check to Harvey.

(d) TI issued its CLTA Owner's Policy of title insurance insuring that title to the property described in the Harvey deed was vested in The Nature Conservancy.

3. Mr. Lyttle on behalf of United States delivered the Park Service Permits.

4. The Water Transactions:

(a) United States and Harvey exchanged copies of the Agreement Respecting Land and Water Rights.

(b) The Nature Conservancy and Harvey exchanged copies of the Conservancy Agreement.

(c) The Water Agreement was delivered to TI along with the Accommodation Recording Request.

ACTION TAKEN AFTER THE CLOSING:

1. The two Hotel Deeds were recorded in the Official Records of Inyo County.

2. The Harvey Deed was recorded.

3. The Water Agreement was recorded.

00-00-0000: memorandum to regional director regarding public water reserve no. 13 and furnace creek reserve tract =june 13, 1958

McClellan

154-L

June 13, 1958

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Public Water Reserve No. 13, and Furnace Creek Inn Tract, Death Valley

Attached copies of records pertaining to the patenting of the Furnace Creek Inn tract on what was formerly a parcel of Public Water Reserve No. 13, include more than were requested in the memorandum of May 28 from Mr. McClellan. The additional records seem essential to support the final patent to the Inn tract, the modification of the Public Water Reserve, and to supplement the records of measured water resources.

The attachments are supposed to include two complete sets of the listed records for Mr. McClellan, and a set of items 2-22 for you. I am also sending a complete set to WODC, and items 2-20 to the Superintendent. For some reason, I am unable to supply more than one copy of items 20, 21 and 22 for Mr. McClellan, but you can make a good extra copy from those submitted, if necessary.

You and the Superintendent are already supposed to have copies of items 1, 21, 22 and 23, but I am sending an ozalid reproducible of item 21, and copy of item 22 for further duplication if needed.

I maintain individual files for each public water reserve, and items 1, 21, 22 and 23 were already in my file for Water Reserve No. 13. I am adding my copy of item 16 in that file.

I also consider item 8 to be of value both in connection with the land status, and in connection with the Kunkel report on water resources. I am filing my copies of items 2-20 at the bottom of contents of Part I of Death Valley Alien Water Right No. 42, and attaching a cross reference to the drawing, with its table of flow measurements, to my copy of the Kunkel report.

The BLM archives, from which I obtained most of the items 1-20 include only item 13 as a report from Geological Survey, which was requested by item 9. The Geological Survey appears to have considered the tract from the standpoint of a power site withdrawal rather than as a public water reserve. The conclusion is at variance with the comments in letter of February 21, 1927, from Mr. Spaulding (item 15). However, I think all of us who have seen the area will agree that at least the

existing natural water on the tract is underground flow which could not be used by the public without digging a well. I do not believe that such water complies with requirements for a public water reserve.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments

Copy to: Field Solicitor McClellan (2), with 2 sets of attachments
Chief, WODC, w/c attachments
Superintendent, Death Valley, w/c attachments

June 13, 1958

Records of Public Water Reserve No. 13
and
Patent to Furnace Creek Inn Tract
(Transmitted to Regional Director, Region Four
with Memorandum of June 13, 1958)

1. Executive Order of December 1, 1913, creating Public Water Reserve No. 13, Calif. No. 1., with cover letter of November 20, 1913, to Secretary from Director, Geological Survey. (This is from copy typed by Water Resources Section in 1957 with the addition of parenthetic numbers of the various parcels of the reserve.)

2. Affidavit of December 20, 1926, by C. M. Rasor, as to nonmineral, nonoccupancy, and nonsalinity of S½ NE¼ and N½ SE¼ Sec. 22, T 27 N, R 1 E, SBM (Furnace Creek Inn Tract).

3. Affidavit of December 20, 1926, by C. M. Rasor, as to springs and water holes on said Inn tract.

4. Affidavit of December 20, 1926, by U. S. Miller, as to springs and water holes on said Inn tract.

5. Letter of December 21, 1926, to Register, U. S. Land Office from Attorney R. M. Lyman transmitting items 2, 3, 4 and others.

6. Application of December 24, 1926, by Thomas Lowe for change of entry from land in Oklahoma for said Inn tract.

7. Letter of December 28, 1926, to Commissioner from Register, transmitting Item 6.

8. Borax Company map of Furnace Creek area with table of flow measurements in May 1926. (Identity in title covered by portion of USGS quadrangle mounted in lower right corner. No reference to this map found in correspondence.)

9. Form request of January 12, 1927, to Geological Survey from General Land Office for report on value of land mineral or public watering places.

10. Letter of January 18, 1927, to Secretary from Acting Assistant Commissioner, General Land Office, requesting consideration of said application, stating that land is in Public Water Reserve No. 13, and Geological Survey has been requested to supply report which has not been received.

11. Letter of January 21, 1927, to Thomas Lowe from First Assistant Secretary, rejecting application for said Inn tract.

12. Memorandum of February 18, 1927, from Mr. Finney, suggesting that Inn tract might be withdrawn from the reserve, in part on basis of advice of Park Service.

13. Letter of February 19, 1927, to Commissioner, General Land Office from Director, Geological Survey, advising that there are no minerals, or power or reservoir sites on tract.

14. Letter of February 21, 1927, to President from the Secretary, submitting order to exclude Inn tract from Reserve.

15. Letter of February 21, 1927, to Secretary from Spaulding, et al., advising of interest in Inn tract because of established interest in water power.

16. Executive Order No. 4591 of February 21, 1927, revoking portion of Public Water Reserve No. 13 covering Inn tract.

17. Motion for review by Secretary, signed February 21, 1927, by Lowe and Spaulding.

18. Order of February 28, 1927, by First Assistant Secretary, vacating decision of January 21, 1927, and advising Thomas Lowe that patent will be granted.

19. Notice of posting of proposed patent to Inn tract.

20. Patent to Inn tract, No. 1003913, dated June 10, 1927.

21. Drawing NM-DV-4995 showing parcels of Public Water Reserve and related water supplies, Death Valley.

22. Memorandum of May 7, 1937, to Dunn from Jackson, explaining numbering and identity of water sources on Drawing NM-DV-4995.

23. Memorandum of May 10, 1937, to Mr. Taylor from A. van V. Dunn, concerning Public Water Reserve No. 13.

00-00-0000: letter to the secretary of the interior regarding the possible withdrawal of lands listed upon which watering places are reported to exist =november 20, 1913

(1)

COPY

G-10
WCM/REC

November 20, 1913.

The Secretary

of the Interior.

Dear Sir:

In accordance with your instructions, I recommend that the lands listed below, upon which watering places are reported to exist, be withdrawn from all forms of entry except those specifically excepted under the Withdrawal Act (36 Stat., 847). This withdrawal, involving approximately 36,330 acres in the desert portion of eastern California, is recommended in order that the right to the use of the few springs that exist in this arid region may remain in the public.

Yours very truly,

(Sgd.) Geo. Otis Smith

Director.

Nov. 29, 1913

Respectfully referred to the President with favorable recommendation.

(Sgd.) Franklin K. Lane

Secretary.

00-00-0000: letter to the secretary of the interior regarding the possible withdrawal of lands listed upon which watering places are reported to exist cont.

ORDER OF WITHDRAWAL.

Public Water Reserve No. 13, California No. 1.

Under and pursuant to the provisions of the act of Congress approved June 25, 1910 (36 Stat., 847), entitled "An act to authorize the President of the United States to make withdrawals of public lands in certain cases," as amended by act of Congress approved August 24, 1912 (37 Stat., 497)., it is hereby ordered that the following described lands be, and the same are hereby, withdrawn from settlement, location, sale, or entry, and reserved for public use:

Mt. Diablo Meridian.

(1) T. 11 S., R. 37 E., Sec. 8, all;
Sec. 9, all;
Sec. 17, all.

(2) T. 12 S., R. 37 E., Partly surveyed; All lands within one-quarter mile of Lead Can Spring in what will probably be when surveyed Sec. 8.

(3) T. 14 S., R. 38 E., Partly surveyed: All lands within one-quarter mile of a group of springs lying approximately 1 mile southwest of the salt lake in what will probably be when surveyed Sec. 27.

(4) T. 8 S., R. 39 E., Sec. 1, all;
Sec. 2, all;
Sec.11, all;
Sec.12, all.

(5) (a) T. 13 S., R. 39 E., Sec. 5, S½ of SE¼;
(b) Sec. 9, W½ of NE¼, E½ of NW¼;
(c) Sec. 19, all.

(6) (a) T. 19 S., R. 39 E., Partly surveyed: All lands within one-quarter mile of Lower Centennial Spring, located in what will probably be when surveyed Sec. 20.

00-00-0000: letter to the secretary of the interior regarding the possible withdrawal of lands listed upon which watering places are reported to exist cont.
=november 20, 1913

(6)	(b)	T. 19 S., R. 39 E., (continued)	All lands within one-quarter mile of Upper Centennial Spring, located in what will probably be when surveyed Sec. 29.
(7)		T. 20 S., R. 39 E.,	Unsurveyed: All lands within one-quarter mile of Crystal Spring in what will probably be when surveyed Sec. 12.
(8)		T. 9 S., R. 40 E.,	Sec. 1, SE¼, of SE¼.
(9)		T. 11 S., R. 40 E.,	Sec. 19, all; Sec. 20, all; Sec. 29, all; Sec. 30, all.
(10)		T. 16 S., R. 40 E.,	Unsurveyed: All lands within one-quarter mile of a well on the trail leading from Keeler to Lee Pump, in what will probably be when surveyed Sec. 27.
(11)		T. 20 S., R. 40 E.,	Sec. 29, all; Sec. 30, all; Sec. 31, all; Sec. 32, all.
(12)		T. 13 S., R. 41 E.,	Unsurveyed: All lands within one-quarter mile of Quartz Spring, in what will probably be when surveyed Sec. 35.
(13)		T. 15 S., R. 41 E.,	Unsurveyed; All lands within one-quarter mile of Dodds Spring, in what will probably be when surveyed Sec. 31.
(14)		T. 16 S., R. 41 E.,	Unsurveyed: All lands within one-quarter mile of Jackass and Lee Pump Springs, in what will probably be when surveyed Sec. 17.
(15)	(a) (b) (c)	T. 19 S., R. 41 E.,	Partly surveyed: All lands within one-quarter mile of each of three springs located approximately 5 miles northeast of Darwin in what will probably be when surveyed Secs. 4, 8, and 9.
(16)		T. 21 S., R. 41 E.,	Sec. 13, W½ of W½; Sec. 14, E½ of E½; Sec. 23, NE¼ of NW¼; Sec. 24, NW¼ of NW¼.

00-00-0000: letter to the secretary of the interior regarding the possible withdrawal of lands listed upon which watering places are reported to exist cont. =november 20, 1913

(17) T. 10 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of Grapevine Springs, in what will probably be when surveyed Sec. 33.

(18) (a) T. 11 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of Grapevine Springs, in what will probably be when surveyed Sec. 4.

(b) All lands within one-quarter mile of Mesquite Spring in what will probably be when surveyed Sec. 27.

(19) (a) T. 13 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of Burro Spring, in what will probably be when surveyed Sec. 18.

(b) All lands within one-quarter mile of Rest Spring in what will probably be when surveyed Sec. 30.

(20) (a) T. 16 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of springs about 4 miles below head of Cottonwood Canyon in what will probably be when surveyed Secs. 4 and 9.

(b) All lands within one-quarter mile of spring about 8 miles below head of Cottonwood Canyon, in what will probably be when surveyed Sec. 25.

(21) T. 19 S., R. 42 E., Partly surveyed: All lands within one-quarter mile of springs, located about 2 miles south of west from Modoc Mine, in what will probably be when surveyed Secs.31 and 32.

(22) (a) T. 20 S., R. 42 E., Partly surveyed: All lands within one-quarter mile of springs near head of Snow Canyon, in what will probably be when surveyed Sec. 7.

(b) All lands within one-quarter mile of springs near head of Revenue Canyon, in what will probably be when surveyed Sec. 32.

00-00-0000: letter to the secretary of the interior regarding the possible withdrawal of lands listed upon which watering places are reported to exist cont. =november 20, 1913

(23) T. 14 S., R. 44 E., Sec. 10, all;
Sec. 11, all;
Sec. 14, all;
Sec. 15, all;
Sec. 22, all;
Sec. 23, all.

(24) T. 15 S., R. 44 E., Sec. 5, W½;
Sec. 6, all;
Sec. 7, N½;
Sec. 8, NW¼.

(25) T. 17 S., R. 44 E., Unsurveyed: All lands within one-quarter mile of Emigrant Spring, in what will probably be when surveyed Sec. 32.

(26) T. 19 S., R. 44 E., Unsurveyed: All lands within one-quarter mile of the spring in Wild Rose Canyon, near U. S. G. S. bench mark 3617 feet above sea level, in what will probably be when surveyed Sec. 29.

(27) T. 15 S., R. 45 E., Sec. 9, all;
Sec. 10, all;
Sec. 15, all.

(28) T. 18 S., R. 45 E., Unsurveyed: All lands within one-quarter mile of Blackwater Spring, in what will probably be when surveyed Sec. 14.

(29) (a) T. 22 S., R. 45 E., Unsurveyed: All lands within one-quarter mile of Six Springs, in what will probably be when surveyed Sec. 13.

(b) All lands within one-quarter mile of Arrastre Spring, in what will probably be when surveyed Sec. 25.

(30) (a) T. 13 S., R. 46 E., Sec. 15, S½ of SW¼;
Sec. 21, NE¼, N½ of SE¼;
Sec. 22, NW¼, N½ of SW¼;

(b) Sec. 25, SW¼;
Sec. 26, SE¼;
Sec. 35, NE¼.

(31) T. 14 S., R. 46 E., Sec. 8, SE¼.

12-01-1913: letter to the secretary of the interior regarding the possible withdrawal of lands listed upon which watering places are reported to exist cont

Public Water Reserve No. 15, California No. 1. [illegible]

San Bernardino Meridian.

(32) T. 24 N., R. 1 E., Sec. 26, all;
Sec. 27, all;
Sec. 34, all;
Sec. 35, all.

(33) T. 25 N., R. 1 W., Sec. 33, SW¼.

(34) T. 27 N., R. 1 E., Secs. 13 and 14, all;
Sec. 15, E½;
Sec. 22, E½;
Sec. 23, E½ of NE¼, SW¼ of NE¼, W½, SE¼;
Sec. 24, N½, N½ of W½, SE¼ of SW¼, SE¼.

see better copy

(35) T. 28 N., R. 1 E., Sec. 33, all;
Sec. 34, all.

(36) T. 30 N., R. 1 E., Sec. 7, SW¼.

(37) T. 29 N., R. 2 E., Sec. 30, all.

(38) T. 22 N., R. 3 E., Unsurveyed: All lands within one-quarter mile of Willow Spring, in what will probably be when surveyed Sec. 5.

(39) T. 23 N., R. 3 E., Sec. 25, S½;
Sec. 26, SE¼;
Sec. 35, NE¼.

(40) T. 22 N., R. 5 W., Sec. 8, all;
Sec. 9, all;
Sec. 17, all.

(41) (a) T. 22 N., R. 7 E., Sec. 18, SW¼ of SW¼;
(b) Sec. 30, SE¼.

(42) T. 22 N., R. 8 E., Secs. 17 to 20, inclusive.

(Signed) Woodrow Wilson

President.

1 Dec 1913.

Note: The figures and letters in parentheses at the left of the above land descriptions have been inserted in copying; otherwise the above is an exact copy of the Order of Withdrawal.

00-00-0000: memorandum to field solicitor regarding transmittal of material =december 09, 1964

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION
P. O. BOX 21-4527
SACRAMENTO, CALIFORNIA 95821

December 9, 1964

Memorandum

To: Field Solicitor, San Francisco

From: Regional Solicitor

Subject: Transmittal of material

Pursuant to our understanding of yesterday, I am enclosing two copies each of the Executive Order of December 1, 1913, establishing Public Water Reserve No. 13, California No. 1, and the Executive Order of April 17, 1926, establishing Public Water Reserve No. 107.

The copy of the order establishing Public Water Reserve No. 13 is taken from the Park Service file "Death Valley - Alien WR Docket No. 42." The copy of the order of April 17, 1926, is taken from the reprint contained in the 1949 Edition, Title 43 C.F.R., Section 297.5.

For the Regional Solicitor
Sacramento Region

Joseph E. Taylor

Joseph E. Taylor
Assistant Regional Solicitor

Enclosures 2 (in dup.)

00-00-0000: letter to the secretary of the interior regarding the withdrawal of lands upon which watering places are reported to exist =november 20, 1913

(1)

G-10
WGM/HEC

November 20, 1913.

The Secretary

of the Interior.

Dear Sir:

In accordance with your instructions, I recommend that the lands listed below, upon which watering places are reported to exist, be withdrawn from all forms of entry except those specifically excepted under the Withdrawal Act (36 Stat., 847). This withdrawal, involving approximately 36,330 acres in the desert portion of eastern California, is recommended in order that the right to the use of the few springs that exist in this arid region may remain in the public.

Yours very truly,

(Sgd.) Geo. Otis Smith

Director.

Nov. 29, 1913

Respectfully referred to the President with favorable recommendation.

(Sgd.) Franklin K. Lane

Secretary.

00-00-0000: letter to the secretary of the interior regarding the withdrawal of lands upon which watering places are reported to exist cont. =november 20, 1913

ORDER OF WITHDRAWAL.

Public Water Reserve No. 13, California No. 1.

Under and pursuant to the provisions of the act of Congress approved June 25, 1910 (36 Stat., 847), entitled "An act to authorize the President of the United States to make withdrawals of public lands in certain cases," as amended by act of Congress approved August 24, 1912 (37 Stat., 497)., it is hereby ordered that the following described lands be, and the same are hereby, withdrawn from settlement, location, sale, or entry, and reserved for public use:

Mt. Diablo Meridian.

(1) T. 11 S., R. 37 E., Sec. 8, all;
Sec. 9, all;
Sec. 17, all.

(2) T. 12 S., R. 37 E., Partly surveyed; All lands within one-quarter mile of Lead Can Spring in what will probably be when surveyed Sec. 8.

(3) T. 14 S., R. 38 E., Partly surveyed: All lands within one-quarter mile of a group of springs lying approximately 1 mile southwest of the salt lake in what will probably be when surveyed Sec. 27.

(4) T. 8 S., R. 39 E., Sec. 1, all;
Sec. 2, all;
Sec.11, all;
Sec.12, all.

(5) (a) T. 13 S., R. 39 E., Sec. 5, S½ of SE¼;
(b) Sec. 9, W½ of NE¼, E½ of NW¼;
(c) Sec. 19, all.

(6) (a) T. 19 S., R. 39 E., Partly surveyed: All lands within one-quarter mile of Lower Centennial Spring, located in what will probably be when surveyed Sec. 20.

00-00-0000: letter to the secretary of the interior regarding the withdrawal of lands upon which watering places are reported to exist cont. =november 20, 1913

(6)	(b)	T. 19 S., R. 39 E., (continued)	All lands within one-quarter mile of Upper Centennial Spring, located in what will probably be when surveyed Sec. 29.
(7)		T. 20 S., R. 39 E.,	Unsurveyed: All lands within one-quarter mile of Crystal Spring in what will probably be when surveyed Sec. 12.
(8)		T. 9 S., R. 40 E.,	Sec. 1, SE¼ of NE¼.
(9)		T. 11 S., R. 40 E.,	Sec. 19, all; Sec. 20, all; Sec. 29, all; Sec. 30, all.
(10)		T. 16 S., R. 40 E.,	Unsurveyed: All lands within one-quarter mile of a well on the trail leading from Keeler to Lee Pump, in what will probably be when surveyed Sec. 27.
(11)		T. 20 S., R. 40 E.,	Sec. 29, all; Sec. 30, all; Sec. 31, all; Sec. 32, all.
(12)		T. 13 S., R. 41 E.,	Unsurveyed: All lands within one-quarter mile of Quartz Spring, in what will probably be when surveyed Sec. 33.
(13)		T. 15 S., R. 41 E.,	Unsurveyed; All lands within one-quarter mile of Dodds Spring, in what will probably be when surveyed Sec. 31.
(14)		T. 16 S., R. 41 E.,	Unsurveyed: All lands within one-quarter mile of Jackass and Lee Pump Springs, in what will probably be when surveyed Sec. 17.
(15)	(a) (b) (c)	T. 19 S., R. 41 E.,	Partly surveyed: All lands within one-quarter mile of each of three springs located approximately 5 miles northeast of Darwin in what will probably be when surveyed Secs. 4, 8, and 9.
(16)		T. 21 S., R. 41 E.,	Sec. 13, W½ of W½; Sec. 14, E½ of E½; Sec. 23, NE¼ of NW¼; Sec. 24, NW¼ of NW¼.

00-00-0000: letter to the secretary of the interior regarding the withdrawal of lands upon which watering places are reported to exist.cont.=november 20, 1913

(17) T. 10 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of Grapevine Springs, in what will probably be when surveyed Sec. 33.

(18) (a) T. 11 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of Grapevine Springs, in what will probably be when surveyed Sec. 4.

(b) All lands within one-quarter mile of Mesquite Spring in what will probably be when surveyed Sec. 27.

(19) (a) T. 13 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of Burro Spring, in what will probably be when surveyed Sec. 18.

(b) All lands within one-quarter mile of Rest Spring in what will probably be when surveyed Sec. 30.

(20) (a) T. 16 S., R. 42 E., Unsurveyed: All lands within one-quarter mile of springs about 4 miles below head of Cottonwood Canyon in what will probably be when surveyed Secs. 4 and 9.

(b) All lands within one-quarter mile of spring about 8 miles below head of Cottonwood Canyon, in what will probably be when surveyed Sec. 25.

(21) T. 19 S., R. 42 E., Partly surveyed: All lands within one-quarter mile of springs, located about 2 miles south of west from Modoc Mine, in what will probably be when surveyed Secs. 31 and 32.

(22) (a) T. 20 S., R. 42 E., Partly surveyed: All lands within one-quarter mile of springs near head of Snow Canyon, in what will probably be when surveyed Sec. 7.

(b) All lands within one-quarter mile of springs near head of Revenue Canyon, in what will probably be when surveyed Sec. 32.

00-00-0000: letter to the secretary of the interior regarding the withdrawal of lands upon which watering places are reported to exist cont. =november 20, 1913

(23) T. 14 S., R. 44 E., Sec. 10, all;
Sec. 11, all;
Sec. 14, all;
Sec. 15, all;
Sec. 22, all;
Sec. 23, all.

(24) T. 15 S., R. 44 E., Sec. 5, W½;
Sec. 6, all;
Sec. 7, N½;
Sec. 8, NW¼.

(25) T. 17 S., R. 44 E., Unsurveyed: All lands within one-quarter mile of Emigrant Spring, in what will probably be when surveyed Sec. 32.

(26) T. 19 S., R. 44 E., Unsurveyed: All lands within one-quarter mile of the spring in Wild Rose Canyon, near U. S. G. S. bench mark 3617 feet above sea level, in what will probably be when surveyed Sec. 29.

(27) T. 15 S., R. 45 E., Sec. 9, all;
Sec. 10, all;
Sec. 15, all.

(28) T. 18 S., R. 45 E., Unsurveyed: All lands within one-quarter mile of Blackwater Spring, in what will probably be when surveyed Sec. 14.

(29) (a) T. 22 S., R. 45 E., Unsurveyed: All lands within one-quarter mile of Six Springs, in what will probably be when surveyed Sec. 13.

(b) All lands within one-quarter mile of Arrastre Spring, in what will probably be when surveyed Sec. 25.

(30) (a) T. 13 S., R. 46 E., Sec. 15, S½ of SW¼;
Sec. 21, NE¼, N½ of SE¼;
Sec. 22, NW¼, N½ of SW¼;

(b) Sec. 25, SW¼;
Sec. 26, SE¼;
Sec. 35, NE¼.

(31) T. 14 S., R. 46 E., Sec. 8, SE¼.

00-00-0000: letter to the secretary of the interior regarding the withdrawal of lands upon which watering places are reported to exist cont. =november 20, 1913

San Bernardino Meridian.

(32) T. 24 N., R. 1 E., Sec. 26, all;
Sec. 27, all;
Sec. 34, all;
Sec. 35, all.

(33) T. 25 N., R. 1 E., Sec. 33, SW¼.

(34) T. 27 N., R. 1 E., Secs. 13 and 14, all;
Sec. 15, E½;
Sec. 22, E½;
Sec. 23, E½ of NE¼, SW¼ of NE¼, W½, SE¼;
Sec. 24, N½, N½ of SW¼, SE¼ of SW¼, SE¼.

(35) T. 28 N., R. 1 E., Sec. 33, all;
Sec. 34, all.

(36) T. 30 N., R. 1 E., Sec. 7, SE¼.

(37) T. 29 N., R. 2 E., Sec. 30, all.

(38) T. 22 N., R. 3 E., Unsurveyed: All lands within one-quarter mile of Willow Spring, in what will probably be when surveyed Sec. 5.

(39) T. 23 N., R. 3 E., Sec. 25, S½;
Sec. 26, SE¼;
Sec. 35, NE¼.

(40) T. 22 N., R. 5 E., Sec. 8, all;
Sec. 9, all;
Sec. 17, all.

(41) (a) T. 22 N., R. 7 E., Sec. 18, SW¼ of SW¼;
(b) Sec. 30, SE¼.

(42) T. 22 N., R. 8 E., Secs.17 to 20, inclusive.

(Signed) Woodrow Wilson

President.

1 Dec 1913.

Note: The figures and letters in parentheses at the left of the above land descriptions have been inserted in copying; otherwise the above is an exact copy of the Order of Withdrawal.

00-00-0000: legal pages of title 43- public lands: interior =november 20, 1913

and collect assessments for town site expenses for the town site of Nenana, for the improvements of streets, sidewalks, alleys, and for promotion of sanitation and fire protection, for the period from July 1, 1920, to August 31, 1921.
[E. O. 3529, Aug. 9, 1921]

CROSS REFERENCES: For surveys, Alaska, see Part 78 of this chapter. For town sites, Alaska, see Part 80 of this chapter.

§ 297.5 *Withdrawal of lands containing springs or water holes; Public Water Reserve No. 107.*[3] It is hereby ordered that every smallest legal subdivision of the public land surveys which is vacant unappropriated unreserved public land and contains a spring or water hole, and all land within one-quarter of a mile of every spring or water hole located on unsurveyed public land be, and the same is hereby, withdrawn from settlement, location, sale, or entry, and reserved for public use in accordance with the provisions of section 10 of the act of December 29, 1916 (39 Stat. 865; 43 U. S. C. 300), and in aid of pending legislation.
[E. O. Apr. 17, 1926]

§ 297.6 *Modification of order withdrawing lands containing springs or water holes; Public Water Reserve No. 107.* Executive order of April 17, 1926, creating public water reserve No. 107, is hereby modified so as to exclude the Territory of Alaska from the operation thereof.
[E. O. 5106, May 4, 1929]

§ 297.7 *Amendment of Alaska Railroad Town Site Regulations.* (a) It is ordered that Executive Order No. 3489, issued June 10, 1921, containing the Alaska Railroad Town Site Regulations, is hereby amended to authorize the Secretary of the Interior to reappraise and sell the unimproved lots in Nenana Town Site, Alaska, belonging to the United States, and to readjust the assessments levied against them for the improvement of streets, sidewalks and alleys, and for the promotion of sanitation and fire protection by the Alaska Railroad prior to August 31, 1921.

(b) As to the lots within said town site which have been forfeited for failure to pay such assessments, upon which valuable improvements have been placed, the provisions of said order regarding the collection of the unpaid assessments remain effective.

(c) This order shall continue in full force and effect unless and until revoked by the President or by act of Congress.
[E. O. 5136, June 12, 1929]

§ 297.8 *Withdrawal of oil shale deposits and lands containing same.*[4] (a) It is hereby ordered that subject to valid existing rights the deposits of oil shale, and lands containing such deposits owned by the United States, be, and the same are hereby, temporarily withdrawn from lease or other disposal and reserved for the purposes of investigation, examination, and classification.

(b) This order shall continue in full force and effect unless and until revoked by the President or by act of Congress.
[E. O. 5327, Apr. 15, 1930]

CROSS REFERENCE: For oil shale leases, see Part 197 of this chapter.

§ 297.9 *Withdrawal of lands containing hot or medicinal springs, exclusive of Alaska.* (a) It is hereby ordered that every smallest legal subdivision of the public land surveys which is vacant unappropriated unreserved public land and contains a hot spring, or a spring the waters of which possess curative properties; and all land within one-quarter of a mile of every such spring located on unsurveyed public land, exclusive of Alaska,[5] be, and the same is hereby, withdrawn from settlement, location, sale, or entry, and reserved for lease under the provisions of the act of March 3, 1925 (43 Stat. 1133; 43 U. S. C. 971), subject to valid existing rights.

(b) This order shall remain in full force and effect unless and until revoked by the President or by act of Congress.
[E. O. 5389, July 7, 1930]

CROSS REFERENCE: For waters, in general, see Part 292 of this chapter.

§ 297.10 *Modification of order withdrawing oil shale deposits and lands containing same.* Upon recommendation of the Secretary of the Interior, Executive Order No. 5327 of April 15, 1930, withdrawing certain lands for purposes of investigation, examination, and classification, is hereby modified to the extent of authorizing him to issue oil and

[3] Modified by E. O. 5106, May 4, 1929 (§ 297.6).

[4] Modified by E. O. 6016, Feb. 6, 1933 (§ 297.10), and E. O. 7038, May 13, 1935 (§ 297.13).

[5] Amended so as to apply to Alaska by P. L. O. 399, August 20, 1947. See § 297.19.

00-00-0000: letter to the secretary of the interior regarding four questions relating to public water reserves =june 15, 1942

Mr. Kay
Mr. Burton

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of the Solicitor
Washington

X-137

M. 31817. June 15, 1942

The Honorable

The Secretary of the Interior.

My dear Mr. Secretary:

At the request of the First Assistant Secretary, I have considered four questions relating to public water reserves in Death Valley National Monument set forth in a memorandum dated May 20 of the Acting Director of the National Park Service.

The Death Valley National Monument was established by Executive proclamation dated February 11, 1933 (47 Stat. 2554). Its boundary was extended by proclamation dated March 26, 1937 (50 Stat. 1823). The operation of the mining laws was extended to the national monument by the act of June 13, 1933 (48 Stat. 139, 16 U. S. C. sec. 447). Before the creation of the monument a large number of tracts of land containing springs and water holes in Death Valley were reserved and established as public water reserves by Executive order of December 1, 1913, designated Public Water Reserve No. 13. Other springs within the monument boundary are of the character reserved by Executive order of April 17, 1926. By the proclamation of March 26, 1937, supra, the monument was enlarged and Public Water Reserve No. 13 was expressly revoked as to the lands added to the area.

The questions are as follows:

"1. Did the reservations established by the Executive Orders of December 1, 1913, and April 17, 1926, remain effective after the establishment of Death Valley National Monument? As a related question, did the reservations established by the Executive Order of April 17, 1926, remain effective after March 26, 1937, with respect to the lands then added to the national monument?

"2. If the reservations remain effective, is the National Park Service charged with the duty of carrying out the purposes for which they were made?

"3. If the reservations remain effective, is there any special limitation upon the use of the water on the reserved tracts for national monument purposes? It has been our view that any use of water by the National Park Service, from any source located on the lands reserved for national monument purposes, is necessarily a public use, since this Service is an agency of the United States, which is a trustee for the public.

"4. If the reservations remain effective, are the lands within the public water reserves open to prospecting and mining under the mining laws? If the reservations are not effective, may the lands be further reserved so as to preclude their being included within the boundaries of mining locations made under the mining laws?"

It is my opinion that the proclamations of February 11, 1933, and March 26, 1937, establishing and extending the Death Valley National Monument supersede and render ineffective as to the area included in the national monument the Executive orders of December 1, 1913, and April 17, 1926, creating public water reserves.

National monuments are established by the President pursuant to the act of June 8, 1906 (34 Stat. 225, 16 U. S. C. secs. 431, 432, 433), which authorizes him "to declare by public proclamation historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest that are situated upon the lands owned or controlled by the Government of the United States to be national monuments, and may reserve as a part thereof parcels of land, the limits of which in all cases shall be confined to the smallest area compatible with the proper care and management of the objects to be protected ..." By the act of August 25, 1916 (39 Stat. 535, 16 U. S. C. secs. 1, 2, 3), the "supervision, management, and control" of the national monuments is delegated to the Director of the National Park Service, under the direction of the Secretary of the Interior. The act also provides that the National Park Service "shall promote and regulate the use of the ... monuments ... by such means and measures as conform to the fundamental purpose of the said ... monuments ... which purpose is to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations."

The public water reserves in question were created by the President pursuant to the general withdrawal act of June 25, 1910 (36 Stat. 847, 43 U. S. C. secs. 141-143, 16 U. S. C. sec. 471), as amended by the act of August 24, 1912 (37 Stat. 497, 43 U. S. C. sec. 142). The purpose of these reservations was to preserve for

general public use and benefit unreserved public lands containing water holes or other bodies of water needed or used by the public for watering purposes. See 43 CFR 292.2. Such reserves are subject to regulations of the Secretary of the Interior (see 43 CFR 244.31-244.39, 292.10-292.17), promulgated under the authority of the act of February 15, 1901 (31 Stat. 790, 43 U. S. C. sec. 959). Pursuant to these regulations permission may be obtained to use or improve the lands withdrawn as public water reserves upon certain conditions. The basic function of these public water reserves, however, is to serve as stock-watering places for the general public. They are "kept and held open to the public use for such purposes" and "they are not subject to appropriation, either by individuals or by any branch of the Government." 55 I. D. 371, 374.

It seems clear that the administration of the area in question as a national monument in the manner prescribed by the statutes is necessarily repugnant to the existence within that area of the public water reserves. Due to the location of the reserves within a recreational area established to protect and conserve natural features they could not properly be available to the public for the purposes for which they were reserved. Moreover, since the national monument act expressly provides that the lands reserved for a national monument "shall be confined to the smallest area compatible with the proper care and management of the objects to be protected," it must be assumed that the parcels comprising the public water reserves within the monument are necessary to the proper administration of the area as a national monument. By the express terms of the withdrawal act of June 25, 1910, the President is granted power to revoke withdrawals made under that act, and he also has the power to change the use made of such withdrawn lands and transfer their administration from one agency to another. 37 Op. Atty. Gen. 431. It seems clear, therefore, that the national monument proclamation was intended to, and did, supersede and render ineffective as to the area included in the monument the orders creating the public water reserves.

The proclamation of March 26, 1937, extending the boundaries of Death Valley National Monument, expressly revoked the December 1, 1913 order as to the lands added to the monument. As heretofore pointed out, this would have been the effect of the proclamation in the absence of the express revocation provision. And for the same reasons, namely, the reasons expressed in connection with the lands originally included in the monument, the order of April 17, 1926, is superseded as to the lands added to the monument by the March 26, 1937 proclamation.

In view of my opinion that the Executive orders of December 1, 1913, and April 17, 1926, creating the public water reserves, were superseded and rendered ineffective as to the area included in the

Death Valley National Monument by the proclamations of February 11, 1933 and March 26, 1937, establishing and extending that monument, it is unnecessary to answer the remaining questions set forth in the memorandum of the Acting Director of the National Park Service except that portion of the fourth question which inquires:

> " ... If the reservations are not effective, may the lands be further reserved so as to preclude their being included within the boundaries of mining locations made under the mining laws?"

As hereinbefore pointed out, the lands comprising the public water reserves became a part of the Death Valley National Monument by virtue of the February 11, 1933 and March 26, 1937 proclamations. The act of June 13, 1933 (48 Stat. 139, 16 U. S. C. sec. 447), provides that the "mining laws of the United States are hereby extended to the area included within the Death Valley National Monument in California, or as it may hereafter be extended, subject, however, to the surface use of locations, entries, or patents under general regulations to be prescribed by the Secretary of the Interior." No attempt to reserve the lands in question from the operation of the mining laws, short of their elimination from the national monument, could be effective since it would conflict with the express congressional mandate contained in the statute. It should be observed, however, that the statute grants to the Secretary of the Interior the power to regulate the surface use of locations, entries and patents. It may be that this power could be utilized to maintain the desired control over water reserves.

Respectfully,

(Sgd) W. H. Flanery,
Acting Solicitor.

Approved: June 15, 1942

(Sgd) E. K. Burlew,

First Assistant Secretary.

00-00-0000: memorandum to regional director regarding land status records for docket 6 =april 21, 1960

file DEVA Docket 6

IN REPLY REFER TO:
L54-OBL

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

April 21, 1960

RECEIVED
NPS REGION FOUR OFFICE
APR 25 '60

	SURNAME	DATE
REG. DIR.		
ASST. R.D.		
OPERATIONS		
ADMIN.		
RECREATION		
INTERP.		
RANGER ACT		

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Land Status Records for Docket 6, Death Valley

Attached copy of the Deed to the 90-acre tract in Sec. 16, T 27 N, R 1 E, should be filed in Part I of the subject docket. It covers the Federal title to additional land to be served, in part, from Texas Spring.

A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Death Valley, w/c identical attachment
Chief, WODC (2), w/c identical attachment

67

DEED

DEATH VALLEY HOTEL COMPANY, LTD., a corporation, hereby grants to THE UNITED STATES OF AMERICA, the following described real property in the County of Inyo, State of California:

That tract of land comprising 90.00 acres, more or less, located at the northwest corner of the intersection of California State Highway No. 190 and the Death Valley Airport road in Sec. 16, Twp. 27 North, Rge. 1 East, of San Bernardino Base and Meridian in Inyo County, California and more particularly described as follows: starting at the southeast corner of said Sec. 16 and running N. 0°-14' E.964.73 feet along the east line of said section 16 to point A.P.-17, as shown on Death Valley National Monument Map NM-DV 6967 recorded March 30, 1954 in volume 5 of Maps, page 35, Records of Inyo County, the point of beginning; thence continuing N. 0°-14' E. 1674.91 feet along said east line to the East one-quarter corner of said Sec. 16; thence continuing N. 0°-14' E. 625.09 feet along said east line to a point; thence N. 89°-46' W. 1784.61 feet to a point; thence S. 0°-14' W. 1930.25 feet to a point on the north side of the Airport road; thence S. 69°-25' E. 1063.26 feet to point A.P.-19 on the north side of said Airport road and thence S.89°-46' E. 787.71 feet to A.P.-17 the point of beginning; containing 90.00 acres, more or less; subject to any rights vested in the State of California for a highway over and across said tract of land, and reserving to the grantor, its successors, grantees, and assigns, each for himself, an easement for ingress and egress over said tract of land between the parcel hereinafter described and the public highway nearest thereto, for so long as the grantor, its successors, grantees or assigns shall own a reversion, power of termination, or other interest of any kind in or to said hereinafter described parcel.

The following described parcel consisting of approximately 1.25 acres out of the above described property:

That tract of land comprising 1.25 acres more or less located near the Northwest corner of the intersection of California State Highway No. 190 and the Death Valley Airport Road in Section 16, Township 27 North, Range 1 East, of San Bernardino Base and Meridian, in Inyo County, California and more particularly described as follows: Starting at point A.P.-17 as shown on Death Valley National Monument Map NM-DV 6967, recorded March 30, 1954 in Volume 5 of Maps, Page 35, Records of Inyo County; thence North 89° 44' 30" West 272.05 feet to the point of beginning; thence North 0°35' West 215 feet to a point; thence South 89° 1' 30" West 250 feet to a point; thence South 0° 35' East 215 feet to N.P.S. Monument No. 90 and thence North 89°01'30" East 250 feet to the point of beginning; subject to any rights vested in the State of California for a highway over and across said tract of land;

00-00-0000: deed cont. =april, 1960

Mr. Dunn

.... is conveyed by the grantor to the grantee, notwithstanding any other provision in this deed, on the express condition that the sum of three hundred and fifty thousand dollars ($350,000.00) is expended to construct, build, or pay for the construction of a museum on said parcel after title thereto is vested in the grantee. However, if within three years after the date of execution of this deed said sum has not been expended to construct, build or pay for the construction of a museum on said parcel, then, in that event, said parcel shall revert to the grantor, its successors and assigns, with the right to reenter and repossess said parcel and the grantee shall thereupon execute, acknowledge and deliver to the grantor a quit claim deed of said parcel in favor of the grantor.

Peterson Dam
Black Valley
Museum
Arrowtown

is conveyed by the grantor to the grantee, notwithstanding any other provision in this deed, on the express condition that the sum of three hundred and fifty thousand dollars ($350,000.00) is expended to construct, build, or pay for the construction of a museum on said parcel after title thereto is vested in the grantee. However, if within three years after the date of execution of this deed said sum has not been expended to construct, build or pay for the construction of a museum on said parcel, then, in that event, said parcel shall revert to the grantor, its successors and assigns, with the right to reenter and repossess said parcel and the grantee shall thereupon execute, acknowledge and deliver to the grantor a quit claim deed of said parcel in favor of the grantor. And, in the event said parcel consisting of approximately 1.25 acres shall have so reverted to the grantor, then, in that event, the grantor shall, and does hereby, grant said parcel, with the easement for ingress and egress, as hereinabove described, to the State of California upon the express condition that the State of California, acting by and through its proper agency shall expend the sum of three hundred and fifty thousand dollars ($350,000.00) as heretofore appropriated by said State to construct, build, or pay for the construction of a State Museum on said parcel after title thereto is vested in said State. However, if said State within five years after the date of execution of this deed has not expended the aforesaid appropriation to construct build or pay for the construction of a State Museum on said parcel, then, in that event, said parcel shall revert to the grantor, its successors and assigns, with the right to reenter and repossess said parcel and said State shall thereupon execute, acknowledge and deliver to the grantor a quit claim deed of said parcel in favor of the grantor.

IN WITNESS WHEREOF, said grantor has caused its corporate

name and seal to be affised hereto and this instrument to be executed by its duly authorized officers.

DATED: March 24, 1958.

DEATH VALLEY HOTEL COMPANY, LTD.

By J. M. Gerstley
J. M. Gerstley, President

By P. H. Kramb
P. H. Kramb, Secretary

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this 24th day of March, 1958, before me personally appeared J. M. Gerstley, known to me to be the President, and P. H. Kramb, known to me to be the Secretary, of Death Valley Hotel Company, Ltd., the corporation that executed the foregoing instrument and known to me to be the persons who executed said instrument on behalf of said corporation, and acknowledged to me that said corporation executed the foregoing instrument.

J. L. Metrick
Notary Public in and for said County and State

106

Notary Public
My Commission Expires April 13, 1958

Title Insurance and Trust Company
APR 15 PM 2:10
132 Official Records
Elenor J. Miller

3.

00-00-0000: deed cont. =march 24, 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

The within deed is accepted on behalf of the United States as of May 20, 1958, under the authority contained in the act of June 5, 1920 (41 Stat. 917), and delegated by section 7 of Secretary's Order No. 2640, dated June 11, 1951 (16 F.R. 5846), as amended by Amendment 2, dated January 10, 1952 (17 F.R. 482).

Jackson D. Price
Assistant Director
National Park Service

00-00-0000: memorandum to regional director regarding water rights, furnace creek and texas springs =june 27, 1957

L54-L

June 27, 1957

8 43

Memorandum

To: Regional Director, Region Four

NO COPY MADE IN MAIL ROOM

From: Chief, Water Resources Section

Subject: Water Rights, Furnace Creek and Texas Springs, Dockets 3, 4, 5, 6 and Alien Water Right No. 42, Death Valley

Attached is a copy of the act of March 24, 1952 (66 Stat. 27) to authorize the grant of easements to Borax Consolidated, Ltd., which should be filed above Mr. Demaray's memorandum of February 28, 1941, and below the prints of Drawing 6967 in Part I-Land Status, in Alien Water Right No. 42. Also attached are four copies of a statement which should be filed at the top, and kept at the top of contents of Dockets 3, 4, 5 and 6. Copies are being sent to the Superintendent for the same disposition.

We are sending a copy of the act to WODC for its assembly of Alien Water Right No. 42. We are also sending folders for the subject dockets to WODC with the enclosed statements. We are not attempting to supply WODC with all contents of the dockets at this time, and hope that the designing engineers will review the Federal claims in your copies.

I am somewhat concerned over the attempts to complete plans for the new Park Service developments between Cow Creek and Furnace Creek, and to acquire land north of the Furnace Creek Ranch with suggested resolution of the relative water rights of the Borax Company and United States, before Mr. Kunkel completes his investigation and report. My concern was not alleviated by your recent report of first measurements of flow in the exploratory trench in Furnace Creek. I was also surprised at the relatively low diversions which you reported the Company to be making, but no mention was made of the extent of irrigation being made at the time. There is, of course, more water now diverted from Cow Creek than is authorized by Federal water rights.

Since Mr. Kunkel's report will not be available for some time, it would be desirable to obtain a complete tabulation of measurements of available flow at each source as soon as possible. These

WESTERN OFFICE
DIVISION & CONSTRUCTION
JUL 1 1957
CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND, ARCH.
Garbarino
Kunkel
ACTION TAKEN—DATE
Rec'd

19

could be tentative figures. I should also like to know what possible additional water might be developed at any sources. Even though the figures may be only approximate, we should have some basis for anticipating the limit of further development and the possible water right problems which are likely to develop.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 5

Copy to: Superintendent, Death Valley, with 5 attachments
Chief, WODC, with 5 attachments

C O P Y

PUBLIC LAW 284 - 82d CONGRESS
Chapter 109 - 2d Session
H. R. 4515

AN ACT

All 66 Stat. 27.

To authorize the acquisition by exchange of certain properties within Death Valley National Monument, California, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior is hereby authorized to grant and convey to Borax Consolidated Limited, perpetual easements for rights-of-way, aggregating not more than twenty acres, for general utility purposes within Death Valley National Monument, California, subject to such terms and conditions as the Secretary may deem desirable, and to accept in exchange therefor the conveyance to the United States of approximately two hundred and thirty acres of land within the exterior boundaries of such National Monument.

Interior Department. Exchange of lands.

APPROVED MARCH 24, 1952.

05 ADMIN

Death Valley National Park

FURNACE CREEK AND TEXAS SPRINGS

Administrative Agreements

00-00-0000: memorandum to regional director, western region, regarding agreement between fred harvey and the national park service on furnace creek water =march 12, 1984

L54
Furnace Creek

March 12, 1984

Memorandum

To: Regional Director, Western Region

From: Superintendent, Death Valley

Subject: Agreement between Fred Harvey and the National Park Service on Furnace Creek Water

Enclosed is your copy of the subject agreement.

/s/ Edwin L. Rothfuss
Edwin L. Rothfuss

Enclosure

bc
file

ERothfuss:am

00-00-0000: letter to edwin l. rothfuss, regarding an enclosed signed letter of agreement =march 07, 1984

Fred Harvey
A DIVISION OF AMFAC

DEATH VA...
MAR ...'84
SUPERINTENDENT
CHIEF RANGER
ADMIN. OFFICER
CHIEF RANGER
FAC. MANAGER
CHIEF MINING
UNIT MANAGER
RES. MGT. SPEC.

March 7, 1984

Edwin L. Rothfuss
U.S. Dept. of the Interior
National Park Service
Death Valley Nat'l Monument
Death Valley, CA 92328

Dear Mr. Rothfuss,

Enclosed is the signed letter of agreement for Death Valley, Furnace Creek water.

Thank you for your patience in the letter writing experience you and I went through.

Sincerely,

John W. Hyatt
Director of Administration

JWH/wcs
Enclosure

cc: A. Bruton

P.O. Box 100, Grand Canyon, Arizona 86023 602/638-2631

Amfac Hotels & Resorts

United States Department of the Interior
NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:

L54(WR-D)

December 20, 1983

Mr. Richard A. Naille
President
Fred Harvey Company
Grand Canyon, Arizona 86023

Dear Mr. Naille:

This letter is to confirm the discussion and agreements made on August 30, between representatives of Fred Harvey and the National Park Service, covering the fixed and excess sale of water of the Furnace Creek system and other related issues.

Our agreement respecting land and water rights between the United States of America and Fred Harvey, dated May 5, 1969, provides in Sections 4.1, 4.2, and 4.4, that water in excess of Harvey's entitlement (2.064 cfs) will be sold at a fair and reasonable price. The several issues involved are presented here:

1. Measurement of water. The four distribution meters at Harvey points of use are working and deviate less than 1.0% from the main meter. Accordingly, we will use the main water meter reading for billing purposes.

2. Amount of water. Harvey is entitled to 1.914 cfs, as metered through the main meter or 37.112 million gallons per month. The weir at the Inn tunnel is set at .15 cfs or 2.908 million gallons per month.

   This gives Harvey a total of 40.020 million gallons monthly as its entitlement.

   Thus, Harvey will be billed monthly for water used above 40.020 million gallons. This will be itemized on the monthly bill for operations and maintenance.

3. The price set for the water in excess to the entitlement for the period, January 1, 1984 until December 31, 1984, will be $1.53 per million gallons, and will be re-evaluated annually. A notice of this price was mailed to your company on October 31, 1983.

4. Harvey will make one retroactive payment to the U. S. Government during the first quarter of 1984. This payment will be for the actual gallons used in excess of the entitlement between October 1, 1979 and December 31, 1983. The rate will be at the $1.53 per million gallons and documentation of usage will be provided at time of billing. It is estimated the total will be about 700 million gallons.

5. Harvey agrees to extend all water conservation measures possible and practical.

6. If the water level in the two-million gallon storage tank falls to a point that jeopardizes fire-fighting capabilities, Harvey, upon notification by the Service, will reduce its usage. This reduction will continue until the storage tank fills to a point that is deemed appropriate for fire-fighting capabilities. This level will be based on a historically deemed need and recognizes fully all terms and conditions as set forth in the Agreement dated May 5, 1969 between the United States and Fred Harvey.

   Harvey recognizes fully that water conservation and fire protection is in it's best interest and will act in a reasonable and prudent manner in reducing its water usage upon notification as mentioned above.

7. The Inn tunner weir will remain fixed at .15 cfs.

   If Harvey is in critical need of additional water from that source, the amount and duration of flow must be requested in writing. Terms should be expressed in cubic feet per second (not to exceed an additional .20 cfs or about 120,000 gallons per day total) and in tenths of a month (not to exceed .5 month at a time).

8. Monthly charges for the processing of water will continue as in the past. The rate for the period, January 1, 1984 to December 30, 1984, will be $14.06 per million gallons. Cost increases have raised this form $10.45 in FY 83.

9. By letter dated April 18, 1977, Fred Harvey agreed to a $360,000 capital improvement of the water system by the National Park Service. Harvey agreed to fund $148,608 or (41%) in quarterly payment over 20 years at $1,857.60. At that time, the 41% was based on the ratio entitlement of 2.064 cfs to the estimated production of the springs of 5.0 cfs.

Please sign and return one copy to us.

Sincerely,

Howard H. Chapman

Howard H. Chapman
Regional Director, Western Region

Fred Harvey Company agrees to the above system of setting and administering cost associated with implementing all aspects of the 1969 agreement.

Date March 6, 1984

Attest John W Hyatt
Secretary

Fred Harvey Company

President

00-00-0000: letter to john w. hyatt regarding enclosed copies of revised letter of agreement, february 15, 1984

L54
Furnace Creek

February 15, 1984

Mr. John W. Hyatt
Director of Administration
Fred Harvey Company
PO Box 100
Grand Canyon, Arizona 86023

Dear John:

Enclosed are two copies of revised letter of agreement. You were correct in identifying a typographic error; we did intend to say 1979 rather than 1970.

We did delete the last two paragraphs in Item 9. While we strongly feel that for any future improvements the percentage must be adjusted to reflect actual usage it is not necessary to include that language now.

Please have one signed copy returned to me.

Sincerely,

Rothfuss

Edwin L. Rothfuss
Superintendent

Enclosures

cc
Mr. Alpheus Bruton

bc
L. White, WRO, w/c enc

ERothfuss:am

00-00-0000: letter to richard a. naille regarding confirmation of discussion and agreements made on august 30=december 20, 1983

United States Department of the Interior
NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:

L54(WR-D)

December 20, 1983

Mr. Richard A. Naille
President
Fred Harvey Company
Grand Canyon, Arizona 86023

Dear Mr. Naille:

This letter is to confirm the discussion and agreements made on August 30, between representatives of Fred Harvey and the National Park Service, covering the fixed and excess sale of water of the Furnace Creek system and other related issues.

Our agreement respecting land and water rights between the United States of America and Fred Harvey, dated May 5, 1969, provides in Sections 4.1, 4.2, and 4.4, that water in excess of Harvey's entitlement (2.064 cfs) will be sold at a fair and reasonable price. The several issues involved are presented here:

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2. Amount of water. Harvey is entitled to 1.914 cfs, as metered through the main meter or 37.112 million gallons per month. The weir at the Inn tunnel is set at .15 cfs or 2.908 million gallons per month.

   This gives Harvey a total of 40,020 million gallons monthly as its entitlement.

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5. Harvey agrees to extend all water conservation measures possible and practical.

6. If the water level in the two-million gallon storage tank falls to a point that jeopardizes fire-fighting capabilities, Harvey, upon notification by the Service, will reduce its usage. This reduction will continue until the storage tank fills to a point that is deemed appropriate for fire-fighting capabilities. This level will be based on a historically deemed need and recognizes fully all terms and conditions as set forth in the Agreement dated May 5, 1969 between the United States and Fred Harvey.

   Harvey recognizes fully that water conservation and fire protection is in it's best interest and will act in a reasonable and prudent manner in reducing its water usage upon notification as mentioned above.

7. The Inn tunner weir will remain fixed at .15 cfs.

   If Harvey is in critical need of additional water from that source, the amount and duration of flow must be requested in writing. Terms should be expressed in cubic feet per second (not to exceed an additional .20 cfs or about 120,000 gallons per day total) and in tenths of a month (not to exceed .5 month at a time).

8. Monthly charges for the processing of water will continue as in the past. The rate for the period, January 1, 1984 to December 30, 1984, will be $14.06 per million gallons. Cost increases have raised this form $10.45 in FY 83.

9. By letter dated April 18, 1977, Fred Harvey agreed to a $360,000 capital improvement of the water system by the National Park Service. Harvey agreed to fund $148,608 or (41%) in quarterly payment over 20 years at $1,857.60. At that time, the 41% was based on the ratio entitlement of 2.064 cfs to the estimated production of the springs of 5.0 cfs.

Please sign and return one copy to us.

Sincerely,

Howard H. Chapman

Howard H. Chapman
Regional Director, Western Region

Fred Harvey Company agrees to the above system of setting and administering cost associated with implementing all aspects of the 1969 agreement.

Date_____ Fred Harvey Company

Attest_____ _____
Secretary President

00-00-0000: letter to richard a. naille regarding confirmation of discussion and agreements made on august 30 cont; december 20, 1983

4. Harvey will make one retroactive payment to the U. S. Government during the first quarter of 1984. This payment will be for the actual gallons used in excess of the entitlement between October 1, 1970 and December 31, 1983. The rate will be at the $1.53 per million gallons and documentation of usage will be provided at time of billing. It is estimated the total will be about 700 million gallons.

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   Harvey recognizes fully that water conservation and fire protection is in it's best interest and will act in a reasonable and prudent manner in reducing its water usage upon notification as mentioned above.

7. The Inn tunnel weir will remain fixed at .15 cfs.

   If Harvey is in critical need of additional water from that source, the amount and duration of flow must be requested in writing. Terms should be expressed in cubic feet per second (not to exceed an additional .20 cfs or about 120,000 gallons per day total) and in tenths of a month (not to exceed .5 month at a time).

8. Monthly charges for the processing of water will continue as in the past. The rate for the period, January 1, 1984 to December 30, 1984, will be $14.06 per million gallons. Cost increases have raised this from $10.45 in FY 83.

9. By letter dated April 18, 1977, Fred Harvey agreed to a $360,000 capital improvement of the water system by the National Park Service. Harvey agreed to fund $148,608 or (41%) in quarterly payment over 20 years at $1,857.60. At that time, the 41% was based on the ratio entitlement of 2.064 cfs to the estimated production of the springs of 5.0 cfs.

   Production of all systems have averaged 4.3 cfs and Harvey's use has actually been between 2.6 and 2.9 cfs, or a ratio closer to 60-67%.

   This is mentioned mainly to indicate that the 41% figure relates specifically to the capital improvement discussed in 1977 and that any subsequent improvements will reflect a percentage based on the realities of the time.

00-00-0000: letter to alpheus bruton regarding enclosed copies of the letter confirming the discussion and agreement between representatives of fred harvey and the national park service =january 10, 1984

United States Department of the Interior

NATIONAL PARK SERVICE
DEATH VALLEY NATIONAL MONUMENT
DEATH VALLEY, CALIFORNIA 92328

IN REPLY REFER TO:

L54

January 10, 1984

Mr. Alpheus Bruton
General Manager
Fred Harvey Company
Death Valley, CA 92328

Dear Mr. Bruton:

Enclosed are two copies of the letter confirming the discussion and agreement between representatives of Fred Harvey and the National Park Service. Please have Mr. Naille sign and return one copy to me.

Sincerely,

Edwin L. Rothfuss
Superintendent

Enclosures

01-31-1984: letter to nps from director of administration regarding minor corrections on letter (l54(wr-d)

DEATH VALLEY
FEB 6 '84

L54
Furnace Creek

January 31, 1984

Edwin L. Rothfuss
U.S. Dept. of the Interior
National Park Service
Death VAlley, CA 92328

Dear Ed,

I am returning Howard Chapman's letter of December 20, 1983 (L54(WR-D) to you unsigned for some minor corrections.

Item 4. In my letter to you of September 8, 1983 (copy enclosed) I asked that billing for excess water to start in October 1979. The letter from Howard stated October 1970. Will you please correct this typographical error?

Item 9. The last two paragraphs are not necessary to the agreement and we believe they should not be included. Any capital improvements to the water system should be agreed to before the actual planning and at that time an agreement can be reached on the financial responsibilities of each party.

All of the other points are acceptable.

Sincerely,

John W. Hyatt
Director of Administration

JWH/wcs
Enclosures

cc: A. Bruton
Furnace Creek

P.O. Box 100, Grand Canyon, Arizona 86023 602/638-2631

Amfac Hotels & Resorts

00-00-0000: letter to edwin l. rothfuss regarding response to proposed draft d5039, 8-22-83 to richard allen naille =september 08, 1983

September 8, 1983

Edwin L. Rothfuss
U.S. Dept. of the Interior
National Park Service
Death Valley, CA 92328

Dear Ed,

This letter to you is in response to your proposed draft D5039, 8-22-83 to Richard Allen Naille.

Mr. Alpheus Bruton has responded to Point 6 in the draft and I would hope this would meet with your approval.

I wish to address Point 9. I have discussed this point with Allen Naille and Douglas B. Jensen (attorney/consultant) who were present at the February 15, 1977 meeting between Fred Harvey, Inc. and National Park Service. It is our opinion that the 41% was one part of an overall agreement in which the parties reached a compromise. Therefore, we believe that the percentage should remain at 41% as agreed to in the compromise.

Item 3 will remain as in your draft.

Item 4. You will bill us for excess water used from October 1979 as substantiated by your meter records at the agreed to rate of $1.53/million.

This should clear up the disputed items. Please submit a draft for our review at your convenience.

Sincerely,

John W. Hyatt
Director of Administration

JWH/wcs

cc: R.A. Naille, II

P.O. Box 100, Grand Canyon, Arizona 86023 602/638 2631

Amfac Hotels & Resorts

00-00-0000: interim operating permit for fred harvey to be authorized during the period from october 1, 1979 through august 31, 1980 to use the land =september 27, 1979

INTERIM OPERATING PERMIT

Permit No. ~~14-10-4:143-714~~
Expires: ~~8/31/80~~

Death Valley National Monument

Amfac Hotels and Resorts, Inc., dba Fred Harvey of San Francisco, California, is hereby authorized during the period from October 1, 1979 through August 31, 1980 to use the following described land in the above-named area:

> Within the west half of the southeast one-fourth, Section 36, Township 15 South, Range 44 East (unsurveyed), as more specifically defined in Attachment C of this permit, and the land improvements and the attached fixtures and structures,

for the purpose of: The sale of gifts, souvenirs, food service, groceries, gasoline and miscellaneous automobile supplies, overnight accommodations, itinerant trailer sites (not including the NPS campground), alcoholic beverages and other goods and services as may be deemed appropriate and approved by the Superintendent.

Franchise Fee

For the privilege and opportunity contained therein and subject to the conditions on the attached pages, Fred Harvey of San Francisco, California shall pay the Government of the United States a fee in the sum of One Thousand, Five Hundred Dollars, in advance monthly, and shall be obligated to perform the specified improvement program (Item 17).

The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the permittee operates.

Interest charges at the rate of 3/4 of 1% of an overdue payment will be assessed for each 30-day period, or portion thereof, that payment is delayed.

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

Issued at Death Valley, California this 27th day of September, 1979

V.P.
Permittee

George Vanderbilt
Superintendent

Witness

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

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

3. Rights of the Director. Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. Nondiscrimination. See Attachment A.

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

6. Construction. No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition. The Permittee hereby waives any rights to possessory interest in any improvements to Government structures.

7. Water rights. Water rights will be perfected, when necessary, by the United States in its own name for water developed or used in connection with this permit. The Permittee will furnish to the United States such information as is necessary for perfection.

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

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

10. 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.

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

12. 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.

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

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

15. Repairs - Maintenance. The Permittee and the Service agree to share responsibility for the maintenance and repairs of the buildings and utilities assigned to the Permittee in accordance with the "Maintenance Agreement between Amfac Hotels and Resorts, Inc., and the National Park Service," which shall be an addendum to this permit and shall be initialed by the signatories to this permit. All repair and maintenance undertaken by the Permittee pursuant to such addendum or this permit shall be subject to the following rules: The Permittee shall pay all of any single repair or maintenance item costing $300.00 or less. Any single repair or maintenance item costing more than $300.00 shall be the expense of or paid by the Service, except that the Permittee shall pay the first $300.00 of such repair or maintenance item. Any replacement of personal or real property of the Service (as opposed to maintenance or repair) shall be totally the expense of or paid by the Service and the items described in the "Improvement Program" shall also be excluded from the provisions regarding repairs and maintenance.

16. Improvement Program and Fee. In addition to regular, day-to-day maintenance responsibilities, as defined in the Operating and Maintenance Agreement, a building and utilities improvement program of $91,516 for the term of this permit but that the total amount shall not exceed 7.0% of the total sales for the period of this permit. This amount shall be reduced by $8,333 per month plus $274 per day for any partial month in the event of an earlier termination of this permit. The improvement program for the term of this permit is attached as Exhibit "B" of this permit.

The Permittee shall start the Improvement Program on or before November 1, 1979 in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances.

The Permittee shall not be obligated under the permit or this Improvement Program to undertake any project which would result in overall program costs in excess of the amount required under the permit.

After approval of plans and specifications or bids, the Permittee shall begin work as soon as possible. The Permittee shall not be required to accomplish any portion of the Improvement Program that exceeds $50,000 in any six-month (6) period without mutual agreement.

If, for any reason, projects cannot be commenced, the Permittee shall make monthly payments to a trust or escrow account at a rate of $8,333.00 per month. Such amounts shall be held for program costs incurred in the future and if none are incurred during the term of this permit, then such amounts shall be applied or paid as directed by the Superintendent.

The time of initiation or completion of any phase of the improvement and building program may be extended at the discretion of the Secretary if the Permittee is delayed due to unavoidable circumstances beyond its control in initiating or completing the said improvement and building program.

If the amount specified under the permit is not fully expended in the designated period, any funds remaining will be placed into a trust or escrow account to be utilized in the following period of the program or if not expended in total at the expiration of this permit, the fund will be assigned to the subsequent operator for a continuing program of building and utilities improvements. Additional projects may be initiated within the available dollar amount.

Any and all funds expended by the Permittee in the accomplishment of this or any improvement, under this improvement program, must have the approval of the Superintendent, Death Valley, in order to receive credit for accomplishment of the program.

17. Possessory Interest. The Permittee hereby waives any rights to possessory interest in any improvements to Government structures. No possessory interest in Government improvements shall be granted or inferred to the Permittee for repairs, maintenance, replacements, or other improvements including market value improvements, performed under this section or any other section of this Interim Operating Permit.

18. Materials for Operations. The operation at Stovepipe Wells is stocked and ready for operation. The Permittee will assume responsibility following a detailed inventory for quantities of materials including tables, chairs, pots, pans, silverware, chinaware, bedding, beds, lamps, equipment and other personal property of the former Interim Operator that he may elect to acquire through lease or purchase. These furnishings and equipment may be leased from the former Interim Operator at a mutually agreed upon rate.

A mutually agreed upon purchase price for these materials may be concluded as an alternative. The value of purchase, however, shall not receive any recognition in the contract to be offered in 1980. The selected offeror for the eventual contract may purchase the existing personalty equipment or replace it at his option subject to negotiations between the various parties.

Inventories of expendable items as cleaning supplies, printed materials (menus, brochures, guest registration supplies, etc.), paper supplies, (napkins, toilet materials, paper towels, etc.) and inventories held for resale of foodstuffs, beverages, gift shop items and other items may be purchased directly from the former Interim Operator at their delivered cost or as mutually agreed between the parties.

19. Operating Costs. The Permittee shall be responsible for the operating costs of the facilities and other related expenses.

20. Insurance. The Permittee shall provide liability insurance to hold the Government harmless from all claims for personal injury or property damage on the premises and shall provide other appropriate insurance coverage in accordance with a prudent business venture of this type. (Such as dramshop, public liability, personal property, but not including structural fire insurance.)

21. Term of Permit. The National Park Service intends to advertise for a concession contract in January, 1980. In the event a concession contract has not been awarded prior to the termination of this permit, August 31, 1980, the Permittee and the National Park Service may agree to a continuance of this permit or may agree to different terms for an Interim Operating Permit. If no extension or new permit is mutually agreed upon, then this permit shall terminate on August 31, 1980. If a concession contract is not awarded in a timely manner, the Service may commence negotiations for an extention of this permit or a new Interim Operating Permit by providing a draft of such extension or a new permit to the Permittee by June 30, 1980.

22. Preferential Rights to Continuation of Services. The Permittee waives all rights of preference to renewal to this Interim Operating Permit or to any successive contract issued. This Interim Operating Permit does not grant, nor is it to be interpreted that, the Permittee shall have any right of preference to the ultimate concession contract.

23. Accounting Records. The Permittee shall maintain such accounting records as may be prescribed by the Secretary. He shall submit as soon as possible, but no later than the two weeks following the end of the month, a report for the preceding month giving such information as may be prescribed by the Secretary in the Operating Agreement. The Secretary shall have a right to verify all such reports from the accounting records, correspondence, memoranda and other records of the Interim Operator.

24. Plant, Personnel, and Rates.

(a) The Permittee shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods and commodities necessary therefore. An Operating Agreement will be developed by the Service and the Permittee to more specifically define the operational procedures, reports and responsibilities of each.

(b) 1. All rates and prices charged to the public by the Permittee for accommodations, services, or goods, furnished or sold hereunder shall be subject to regulation and approval by the Secretary, not inconsistent with an opportunity for the Permittee to make a fair profit for this purpose, consideration shall be given to the rate of return required to encourage the investment of private capital and to justify the risk assumed or the hazard attaching to the enterprise;

the cost and current sound value of capital assets used in the operation; the rate of profit on investment and percentage of profit in gross revenue considered normal in the type of business involved; the financial history and the future prospects of the enterprise; the efficiency of management; and other significant factors.

2. Reasonableness of rates and prices shall be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provisions for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

25. Utilities. The National Park Service shall furnish to the Permittee water, sewerage, and trash collection and disposal, at reasonable rates to be fixed by the National Park Service which shall equal the actual cost of providing the utility or service for use in connection with the operations authorized under this permit. The reasonable rate for fresh water will be determined from individual meters at the actual cost of production, however, until the individual meters are installed the water will be charged at a flat rate of $1,800. per month for October 1979 through April 1980 and $200 per month for May through August 1980. The above amounts include a 5% facilitating service charge. After the water meters are installed and functioning, a 2-month use evaluation will be made. This evaluation will be the basis for a retroactive adjustment of collection.

26. Aquisition of Operational Assests. The permittee may acquire, from the previous operator, such operational assets necessary for continued operation of the facilities. These assets may be acquired by lease or purchase or a combination.

The permittee will also accept and honor all reservations made for rooms and/or meals by individuals and bus tours. Some recompense for tour reservations will be made by the Permittee to the former operator. All advanced monies for reservations and a list of the reservations will be turned over to the subsequent operator, at no cost.

27. Termination of Service. The Permittee shall, upon notification, vacate the premises with all its personal property within a reasonable period as directed by the Service, but not to exceed 120 days, unless a longer time is provided by the Service.

00-00-0000: memorandum to r. weber regarding special use permit and contract agreements =april 30, 1980

OPTIONAL FORM NO. 10
JULY 1973 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : ~~Shirley Johnson, Finance, Western Region~~
R. Weber, DEVA.

DATE: April 30, 1980

FROM : ~~Administrative Officer, Death Valley~~
Larry Urban, Finance, W.R.O

SUBJECT: Special Use Permit and Contract Agreements.

SUP 741 is not really a special-use permit, not the common garden variety, anyway.

A company that operates genuine mining operations in the Monument must submit to the Monument an operating plan which reveals mining plans, as well as reclamation work. If and when the Monument approves the plan, the company must operate according to the plan. OK. Each plan has a number of attachments and exhibits, and SUP 741 refers to three separate exhibits to the operating plan of Pfizer, Inc.

Also enclosed is a copy of the agreement the Monument has with the Fred Harvey Company, which I numbered SUP 742.

Roger M. Weber

- NO Fee Amounts indicated on beginning expiration date.

Enclosure

see page 7

Roger: I need something verifying the 1800.00 fee amount and beginning and ending date of agreement, signed by Harvey on this #742

(415) 556-3844

5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

00-00-0000: memorandum to superintendent regarding land and water rights agreement with fred harvey, inc; september 30, 1977

LEE
SMITH
PATTON
MULLEN
REG. DIR.

D30
(WR)AF

September 30, 1977

Memorandum

To: Superintendent, Death Valley National Monument

From: Regional Director, Western Region

Subject: Land and Water Rights Agreement with Fred Harvey, Inc.

Enclosed for your future action is an agreement between Fred Harvey, Inc. and the National Park Service for which we are to bill them $1,857.60 each quarter for 20 years, totaling $148,608.00.

Billings are to start following the construction of the improvements to the Furnace Creek water system and credited to 142499, fees and other charges for miscellaneous services.

(Sgd) Howard H. Chapman

Enclosure

bc:
Finance - File

FLee:cb:9-30-77

00-00-0000: letter to ronald c. barr regarding confirmation of several meetings and discussions between representatives of fred harvey, inc, april 18, 1977

File

D5039
(WR)OV

April 18, 1977

Mr. Ronald C. Barr
President
Fred Harvey, Inc.
111 S. Hill Drive
Brisbane, California 94005

Dear Ron:

This letter is to confirm the several meetings and discussions between representatives of Fred Harvey, Inc. and the National Park Service, concerning a capital addition to the Furnace Creek water system proposed by the National Park Service.

Our Agreement Respecting Land and Water Rights Between the United States of America, and Fred Harvey, Inc., dated May 5, 1969, provides in Section 6.4 that Fred Harvey, Inc. shall not be charged with any cost for capital addition or improvement to the water system without consent in advance of construction. At our meeting April 12, 1977 you indicated approval of a capital addition in the amount of $360,000.00. You further agreed that Fred Harvey, Inc. would pay to the United States (National Park Service) that fraction of the cost of the agreed upon capital addition that 2.064 bears to 5.0 or 41.28 percent. This cost sharing is in accordance with Section 6.3 of the above cited agreement. The sum to be paid to the United States will be $148,608.00, amortized over 20 years and payable in equal quarterly amounts upon receipt of billings. The first billing will be made at the start of the first calendar quarter following completion of improvements to the water system.

It is requested that you indicate assent by Fred Harvey, Inc. to the foregoing terms by signature below in order that Fred Harvey, Inc. and the National Park Service may have a record of our agreement under Sections 6.3 and 6.4 of our existing May 5, 1969 agreement. Please return the original and one copy to us.

Thank you for your assistance and cooperation in our efforts to upgrade the Furnace Creek water system.

Sincerely yours,

Howard H. Chapman

Howard H. Chapman
Regional Director
Western Region

Fred Harvey, Inc. hereby agrees to a $360,000.00 capital addition to the Furnace Creek water system and further agrees to pay to the United States of America (National Park Service) the sum of $148,608.00 in equal quarterly installments over a period of 20 years. The first installment will be due and payable at the start of the first calendar quarter following construction of the improvement project.

Date 5/4/77

Fred Harvey, Inc.

Attest: Secretary Vice President

President

00-00-0000: memorandum to file. regarding search for signed documents concerning the fred harvey/furnace creek 1969 agreement at the request of jim coda, solicitor's office

Memorandum

To: File

From: Hydrologist/Legal Clerk

Subject: Search for signed documents concerning the Fred Harvey/Furnace Creek 1969 Agreement at the request of Jim Coda, Solicitor's Office

Inyo County court house records have sent a copy of "Exhibit B" signed by the parties. The Clerk, per J. Barton, Deputy, indicated that there were no other exhibits included in this recorded document. The copy they sent us was of the (Short Form) Agreement, otherwise known as "Exhibit B". Exhibit A is the Grant Deed, of which we have a copy, signed, in our DEVA AWR #42. Exhibit C was apparantly a diagram showing the portions of the present (1969) works and system on the Inn Tract to be operated, maintained, repaired and replaced by the United States and by Harvey per the agreement. No such diagram can be found in our dockets or on file in the County Seat of Inyo County.

James H. Hershey
December 1, 1980

Recording Requested by and
When Recorded Mail to:
O'Melveny & Myers
611 West Sixth Street
Los Angeles, California 90017

Att: Mr. Miles

1871
RECORDED AT REQUEST OF
Title Insurance and Trust Company
1969 MAY 16 AM 9 00
Official Records
INYO COUNTY, CALIF.
DONALD L. BELL, RECORDER
Fee 6.50

AGREEMENT CONVEYING AND DETERMINING WATER RIGHTS

(SHORT FORM)

THIS AGREEMENT, made as of the 15th day of MAY, 1969, between the UNITED STATES OF AMERICA acting through the Secretary of the Interior ("United States") and FRED HARVEY, INC., a Delaware corporation ("Harvey"),

W I T N E S S E T H :

1. United States acknowledges, recognizes and agrees that Harvey has and shall have as against United States, its successors and assigns, the following water rights:

(a) A fixed, vested and perfected appropriative water right, as defined by the laws of California, to 1.634 c.f.s. of all water available from Furnace Creek Wash and its tributaries, including Travertine Springs, and other waters in the vicinity thereof, the said amount thereof being as measured at the places of Harvey's actual beneficial use of such water, and which right is prior and superior to any rights of United States in and to the waters from such sources.

00-00-0000: agreement conveying and determining water rights =may 15, 1969

(b) A fixed, vested and perfected appropriative water right, as defined by the laws of California, to .28 c.f.s. of all water available from Texas Springs and other waters in the vicinity thereof, the said amount thereof being as measured at the places of Harvey's actual beneficial use of such water, and which right is prior and superior to any rights of United States in and to the water from such sources.

(c) A fixed, vested and perfected riparian right as defined by the laws of California to the beneficial use upon the lands hereinafter described of waters riparian to such lands, which right is hereby fixed and established at .15 c.f.s. of such waters as measured at the places of Harvey's actual beneficial use upon said lands. Said lands are described as follows:

The South one-half of the Northeast one-quarter of Section 22, Township 27 North, Range 1 East, San Bernardino Meridian, and the North one-half of the Southeast one-quarter of said Section 22, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965.

Said lands are herein denominated as the Inn Tract. Said .15 c.f.s. of water allocable to Harvey under such riparian right shall not be diminished by any exercise by United

00-00-0000: agreement conveying and determining water rights cont; may 15, 1969

States of any claimed riparian or other right.

The sources of said water to which said water rights pertain are located in the County of Inyo, State of California, within the boundaries of Death Valley National Monument.

The appropriative rights of Harvey set forth in subparagraphs (a) and (b) above are presently being beneficially used upon (i) the Inn Tract, and (ii) the following described property known as the Furnace Creek Ranch Tract:

(1) The North one-half of the Northeast one-quarter of Section 21, Township 27 North, Range 1 East, San Bernardino Meridian, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965.

(2) That portion of Section 16, Township 27 North, Range 1 East, San Bernardino Meridian, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965, described as follows:

Beginning at a found 2-1/2" iron pipe with a Bureau of Land Management brass cap monument set at the Southeast corner of said Section 16; thence South 89° 04' 09" West, measured along the Southerly line of the Southeast one-quarter of said Section 16, a distance of 2637.26 feet to a found 2-1/2" iron pipe with a Bureau of Land Management brass cap monument set at the South one-quarter corner of said Section 16; thence South 89° 00' 13" West, measured along the Southerly line of the Southwest one-quarter of said Section 16, a distance of 653.15 feet, more or less, to a 2" iron pipe with a 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 4" set at the intersection of last mentioned Southerly line with the Easterly boundary line of the Furnace Creek Airport, as described in that certain deed recorded October 31, 1955,

00-00-0000: agreement conveying and determining water rights cont. may 15, 1969

in Book 118, Page 287 of Official Records in the office of the County Recorder of said County; thence North 18° 55' 23" West, measured along the Easterly boundary line of said Furnace Creek Airport, 1072.29 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 5", set at the Northerly terminus of that certain course shown as "N 17° 45' W 1073.39'" on Sheet 1 of the Department of Interior Drawing NM-DV-6967, filed March 30, 1954, in Book 5, Page 36 of Maps, in the office of the County Recorder of said County; thence North 41° 04' 37" East, 762.20 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 6", set at the Northerly terminus of that certain course shown as "N 42° 15' E 762.10'" on said last mentioned map; thence North 18° 55' 23" West, 208.71 feet to a 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 7", set at the intersection of said last mentioned Easterly boundary line with the Southerly boundary line of the Furnace Creek Airport access road, 60 feet wide, as described in said deed recorded October 31, 1955, in Book 118, Page 287 of Official Records in the office of the County Recorder of said County; thence South 70° 35' 59" East, measured along said last mentioned Southerly boundary line, 2534.30 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 8", set at the Southeasterly terminus of that certain course shown as "S 69° 25' E 2533.31'", on said last mentioned map; thence North 89° 03' 01" East, measured along said last mentioned Southerly boundary line, 799.03 feet, more or less, to a 2" iron pipe with concrete plug and tag marked "R.C.E. 7211", set at the intersection of said last mentioned Southerly boundary line with the Easterly line of said Section 16; thence South 00° 58' 01" East, measured along the Easterly line of said Section 16, a distance of 903.70 feet to the point of beginning.

The words "water" and "waters" when used in this Paragraph 1 shall include water from surface and subsurface streams and springs, and shall further include all water which presently is being developed or may hereafter be developed from the particular sources above indicated or from any other source so connected hydrologically to such particular sources that such development

00-00-0000: agreement conveying and determining water rights cont; may 15, 1969

would affect adversely the supply of water from such particular sources, or any of them.

2. Harvey hereby conveys and transfers to United States, without any warranties whatsoever either as to existence, validity, quantity, or otherwise, all its right, title and interest to all waters and water rights within said Death Valley National Monument excepting, however, and this conveyance shall not include, those waters and water rights confirmed and reserved to Harvey by Paragraph 1 hereof, and subject to the priorities of Harvey therein set forth, and excepting further and subject to such rights as Harvey may have for the purchase of water and the other rights set forth in the agreement referred to in Paragraph 3 hereof.

3. This short form Agreement Conveying and Determining Water Rights is executed for recordation purposes and pursuant to the provisions of an Agreement Respecting Land and Water Rights dated May 5, 1969, between United States and Harvey, containing among other things provisions for the purchase by Harvey from the United States of certain additional water under the terms and conditions therein provided, and other conditions and provisions affecting water rights from the sources above set forth. Copies of said agreement are on file in the office of the President of

00-00-0000: agreement conveying and determining water rights cont. may 15, 1969

Fred Harvey, Inc., 80 Jackson Boulevard, Chicago, Illinois 60604, and in the office of the Director of the National Park Service, Department of the Interior, Washington, D. C. 20240, and may there be inspected.

IN WITNESS WHEREOF, this agreement and conveyance has been executed this 12th day of May, 1969.

UNITED STATES OF AMERICA

By Edward A. Hummel

(SGD) EDWARD A. HUMMEL
Associate Director

FRED HARVEY, INC.

By Leslie W. Scott
President

ATTEST:

Asst. Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles

On this 15th day of May, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie W. Scott known to me to be the President, and George W. Clark known to me to be the Asst Secretary, of FRED HARVEY, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)

PEARLE A. YUTZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Pearle A. Yutz
Notary Public in and for the
State of California

PEARLE A. YUTZ
My Commission Expires Sept. 19, 1970

00-00-0000: agreement conveying and determining water rights cont; may 15, 1969

DISTRICT OF COLUMBIA) SS.

On this 12th day of May, 1969, before me, the undersigned, a notary public in and for the District of Columbia, personally appeared Edward A Hummel

acting by authority of the Secretary of the Interior of the United States of America, known to me to be the person who executed the within instrument on behalf of the United States of America, and acknowledged to me that the seal affixed to said instrument is the official seal of the Department of the Interior and was affixed thereto by his order, and that the said instrument was the act and deed of the United States of America for the purposes therein presented.

Harold L Carlson
Notary Public

My Commission expires
My Commission Expires November 14, 1973

(SEAL)

HAROLD L. CARLSON NOTARY PUBLIC DISTRICT OF COLUMBIA

00-00-0000: legal letter of undersigned , a notary public in and for the district of columbia, personally appeared edward. may 12, 1969

00-00-0000: memorandum to superintendent regarding water rights agreement =december, 1978

L1425-640

DEC 7 1976

Memorandum

To: Superintendent, Death Valley National Monument

From: Acting Chief, Land Acquisition Division

Subject: Water Rights Agreement

Enclosed is a copy of an agreement between the United States of America and Fred Harvey, Inc. The agreement concerns certain rights granted by the USA to Fred Harvey, Inc. The area concerned is located in the vicinity of the Furnace Creek Ranch and the Furnace Creek Inn. The nature of the document would conclude that this would be a useful part of your records.

/s/ CHARLES R. RINALDI

Enclosure

001-Reading File
400-Reading File
640-DEVA, w/c of enc.
646-Borgstede
640-Berte, w/c of enc.
350
RBorgstede:ejm 12-6-76

00-00-0000: agreement conveying and determining water rights =may 15, 1969

Recording Requested by and
When Recorded Mail to:
O'Melveny & Myers
611 West Sixth Street
Los Angeles, California 90017
Att: Mr. Miles

AGREEMENT CONVEYING AND DETERMINING WATER RIGHTS

(SHORT FORM)

THIS AGREEMENT, made as of the 15th day of MAY, 1969, between the UNITED STATES OF AMERICA acting through the Secretary of the Interior ("United States") and FRED HARVEY, INC., a Delaware corporation ("Harvey"),

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(a) A fixed, vested and perfected appropriative water right, as defined by the laws of California, to 1.634 c.f.s. of all water available from Furnace Creek Wash and its tributaries, including Travertine Springs, and other waters in the vicinity thereof, the said amount thereof being as measured at the places of Harvey's actual beneficial use of such water, and which right is prior and superior to any rights of United States in and to the waters from such sources.

(b) A fixed, vested and perfected appropriative water right, as defined by the laws of California, to .28 c.f.s. of all water available from Texas Springs and other waters in the vicinity thereof, the said amount thereof being as measured at the places of Harvey's actual beneficial use of such water, and which right is prior and superior to any rights of United States in and to the water from such sources.

(c) A fixed, vested and perfected riparian right as defined by the laws of California to the beneficial use upon the lands hereinafter described of waters riparian to such lands, which right is hereby fixed and established at .15 c.f.s. of such waters as measured at the places of Harvey's actual beneficial use upon said lands. Said lands are described as follows:

The South one-half of the Northeast one-quarter of Section 22, Township 27 North, Range 1 East, San Bernardino Meridian, and the North one-half of the Southeast one-quarter of said Section 22, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965.

Said lands are herein denominated as the Inn Tract. Said .15 c.f.s. of water allocable to Harvey under such riparian right shall not be diminished by any exercise by United

States of any claimed riparian or other right.

The sources of said water to which said water rights pertain are located in the County of Inyo, State of California, within the boundaries of Death Valley National Monument.

The appropriative rights of Harvey set forth in subparagraphs (a) and (b) above are presently being beneficially used upon (i) the Inn Tract, and (ii) the following described property known as the Furnace Creek Ranch Tract:

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in Book 118, Page 287 of Official Records in the office of the County Recorder of said County; thence North 18° 55' 23" West, measured along the Easterly boundary line of said Furnace Creek Airport, 1072.29 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 5", set at the Northerly terminus of that certain course shown as "N 17° 45' W 1073.39'" on Sheet 1 of the Department of Interior Drawing NM-DV-6967, filed March 30, 1954, in Book 5, Page 36 of Maps, in the office of the County Recorder of said County; thence North 41° 04' 37" East, 762.20 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 6", set at the Northerly terminus of that certain course shown as "N 42° 15' E 762.10'" on said last mentioned map; thence North 18° 55' 23" West, 208.71 feet to a 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 7", set at the intersection of said last mentioned Easterly boundary line with the Southerly boundary line of the Furnace Creek Airport access road, 60 feet wide, as described in said deed recorded October 31, 1955, in Book 118, Page 287 of Official Records in the office of the County Recorder of said County; thence South 70° 35' 59" East, measured along said last mentioned Southerly boundary line, 2534.30 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 8", set at the Southeasterly terminus of that certain course shown as "S 69° 25' E 2533.31'", on said last mentioned map; thence North 89° 03' 01" East, measured along said last mentioned Southerly boundary line, 799.03 feet, more or less, to a 2" iron pipe with concrete plug and tag marked "R.C.E. 7211", set at the intersection of said last mentioned Southerly boundary line with the Easterly line of said Section 16; thence South 00° 58' 01" East, measured along the Easterly line of said Section 16, a distance of 903.70 feet to the point of beginning.

The words "water" and "waters" when used in this Paragraph 1 shall include water from surface and subsurface streams and springs, and shall further include all water which presently is being developed or may hereafter be developed from the particular sources above indicated or from any other source so connected hydrologically to such particular sources that such development

would affect adversely the supply of water from such particular sources, or any of them.

2. Harvey hereby conveys and transfers to United States, without any warranties whatsoever either as to existence, validity, quantity, or otherwise, all its right, title and interest to all waters and water rights within said Death Valley National Monument excepting, however, and this conveyance shall not include, those waters and water rights confirmed and reserved to Harvey by Paragraph 1 hereof, and subject to the priorities of Harvey therein set forth, and excepting further and subject to such rights as Harvey may have for the purchase of water and the other rights set forth in the agreement referred to in Paragraph 3 hereof.

3. This short form Agreement Conveying and Determining Water Rights is executed for recordation purposes and pursuant to the provisions of an Agreement Respecting Land and Water Rights dated May 5, 1969, between United States and Harvey, containing among other things provisions for the purchase by Harvey from the United States of certain additional water under the terms and conditions therein provided, and other conditions and provisions affecting water rights from the sources above set forth. Copies of said agreement are on file in the office of the President of

Fred Harvey, Inc., 80 Jackson Boulevard, Chicago, Illinois 60604, and in the office of the Director of the National Park Service, Department of the Interior, Washington, D. C. 20240, and may there be inspected.

IN WITNESS WHEREOF, this agreement and conveyance has been executed this 12th day of May, 1969.

UNITED STATES OF AMERICA

By Edward A. Hummel

(SGD) EDWARD A. HUMMEL
Associate Director

FRED HARVEY, INC.

By Leslie W. Scott
President

ATTEST:

George W. Clark
Asst. Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On this 15th day of May, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie W. Scott known to me to be the ___ President, and George W. Clark known to me to be the Asst Secretary, of FRED HARVEY, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)

Pearle A. Yutz
Notary Public in and for the
State of California

PEARLE A. YUTZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

PEARLE A. YUTZ
My Commission Expires Sept. 19, 1970

DISTRICT OF COLUMBIA) SS.

On this 13th day of May, 1969, before me, the undersigned, a notary public in and for the District of Columbia, personally appeared Edward A. Hummel

acting by authority of the Secretary of the Interior of the United States of America, known to me to be the person who executed the within instrument on behalf of the United States of America, and acknowledged to me that the seal affixed to said instrument is the official seal of the Department of the Interior and was affixed thereto by his order, and that the said instrument was the act and deed of the United States of America for the purposes therein presented.

Harold L Carlson
Notary Public

My Commission Expires My Commission expires November 14, 1973

(SEAL)

00-00-0000: agreement respecting land and water rights u.s. and harvey =may 05, 1969

4/4/69

A-44
Death Valley

U.S. & Harvey

AGREEMENT RESPECTING
LAND AND WATER RIGHTS

THIS AGREEMENT, made as of this 5th day of May, 1969, between the UNITED STATES OF AMERICA acting by and through the Secretary of the Interior ("United States") and FRED HARVEY, INC., a Delaware corporation ("Harvey"),

W I T N E S S E T H :

WHEREAS:

A. BORAX (HOLDINGS) LIMITED, a corporation organized and existing pursuant to the laws of England ("Borax") is the owner of all of the outstanding shares of Death Valley Hotel Company, Ltd. ("Hotel"). Hotel is the owner of 7,676 acres more or less of land within Death Valley National Monument and certain easements originally granted by United States to Borax Consolidated, Limited, by a Grant of Easements dated July 1, 1955, under the Act of March 24, 1952. There is now available for use on lands of Hotel within the Monument approximately 5 c.f.s. of water from the Furnace Creek Wash and its tributaries, including Travertine Springs, and from Texas Springs, and other waters in their vicinity. Hotel and United States have asserted conflicting claims to portions of such water, which claims have never been legally adjudicated.

B. Borax, Harvey and United States have agreed in principle as set forth in the Memorandum of Understanding dated November 1, 1968 ("Memorandum of Understanding") that (a) Harvey shall purchase all of the stock of Hotel, and (b) Harvey shall, as soon as possible thereafter, liquidate Hotel, and (i) convey all water rights which Hotel may claim to United States subject to reservation of a prior appropriative right in the amount of 1.634 c.f.s. from Furnace Creek Wash and .28 c.f.s. from Texas Springs and other waters in the vicinity thereof and recognition by the United States of a riparian right to make beneficial use on the tract known as Furnace Creek Inn Tract of .15 c.f.s. of water, (ii) enter into certain arrangements for the purchase of additional water from United States, and (iii) convey to United States subject to certain reservations and exceptions certain of the 7,676 acres, more or less, of lands now owned by Hotel. The Memorandum of Understanding further contemplates that definitive agreements shall be prepared covering the Hotel stock purchase, the conveyances to the United States, and the definition, fixing and establishment of water rights and the water purchase arrangements between Harvey and the United States.

C. Pursuant to the Memorandum of Understanding, and as such definitive agreements,

Harvey and Borax are entering into a Stock Purchase Agreement dated as of May 5, 1969 ("the Stock Purchase Agreement"), and United States and Harvey are entering into this Agreement.

D. By Act of July 2, 1958 (72 Stat. 295), it was provided, among other things, that the Secretary of the Interior was authorized to enter into an agreement with Hotel or its successors defining, fixing and establishing the respective rights of Hotel or its successors and United States as between themselves to the use of the waters available from Texas Springs, Furnace Creek Wash and its tributaries, including Travertine Springs, and other waters in the vicinity thereof, in said Death Valley National Monument, California.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1.

DEFINITIONS

The words herein defined shall have and include the meanings herein ascribed to them for all purposes of this agreement unless a different meaning is clearly indicated by the particular context in which the word is used.

1.1. "Water" shall include water from

surface and subsurface streams and springs and shall further include all water which presently is being developed or may hereafter be developed from the particular sources indicated in the agreement or from any other source so connected hydrologically to said particular sources that such development would affect adversely the supply of water from such particular sources or any of them.

1.2. "Inn Tract" shall mean that parcel of property described as follows, together with all improvements of every kind and nature now or hereafter situated thereon:

The South one-half of the Northeast one-quarter of Section 22, Township 27 North, Range 1 East, San Bernardino Meridian, and the North one-half of the Southeast one-quarter of said Section 22, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965.

1.3. "Ranch Tract" shall mean those parcels of property described as follows, together with all improvements of every kind and nature now or hereafter situated thereon:

(1) The North one-half of the Northeast one-quarter of Section 21, Township 27 North, Range 1 East, San Bernardino Meridian, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965.

(2) That portion of Section 16, Township 27

North, Range 1 East, San Bernardino Meridian, in the County of Inyo, State of California, according to the official plat of the dependent resurvey of a portion of said township, approved August 31, 1965, described as follows:

Beginning at a found 2-1/2" iron pipe with a Bureau of Land Management brass cap monument set at the Southeast corner of said Section 16; thence South 89° 04' 09" West, measured along the Southerly line of the Southeast one-quarter of said Section 16, a distance of 2637.26 feet to a found 2-1/2" iron pipe with a Bureau of Land Management brass cap monument set at the South one-quarter corner of said Section 16; thence South 89° 00' 13" West, measured along the Southerly line of the Southwest one-quarter of said Section 16, a distance of 653.15 feet, more or less, to a 2" iron pipe with a 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 4" set at the intersection of last mentioned Southerly line with the Easterly boundary line of the Furnace Creek Airport, as described in that certain deed recorded October 31, 1955, in Book 118, Page 287 of Official Records in the office of the County Recorder of said County; thence North 18° 55' 23" West, measured along the Easterly boundary line of said Furnace Creek Airport, 1072.29 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 5", set at the Northerly terminus of that certain course shown as "N 17° 45' W 1073.39'" on Sheet 1 of the Department of Interior Drawing NM-DV-6967, filed March 30, 1954, in Book 5, Page 36 of Maps, in the office of the County Recorder of said County; thence North 41° 04' 37" East, 762.20 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 6", set at the Northerly terminus of that certain course shown as "N 42° 15' E 762.10'" on said last mentioned map; thence North 18° 55' 23" West, 208.71 feet to a 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 7", set at the intersection of said last mentioned Easterly boundary line with the Southerly boundary line of the Furnace Creek Airport access road, 60 feet wide, as described in said deed recorded October 31, 1955, in Book 118, Page 287 of Official Records in the office of the County Recorder of said County; thence South 70° 35' 59" East, measured along said last mentioned Southerly boundary line, 2534.30 feet to a found 1-1/2" brass cap in concrete marked "U.S.D.I. N.P.S. Mon. No. 8", set at the Southeasterly terminus of that certain course shown as "S 69° 25' E 2533.31'", on said last mentioned map; thence North 89° 03' 01" East, measured along said last mentioned Southerly boundary line, 799.03 feet, more or less, to a 2" iron pipe with concrete plug and tag marked "R.C.E. 7211", set at the intersection

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of said last mentioned Southerly boundary line with the Easterly line of said Section 16; thence South 00° 58' 01" East, measured along the Easterly line of said Section 16, a distance of 903.70 feet to the point of beginning.

1.4. "C.f.s." shall mean that quantity of water produced by a continuous flow of one cubic foot per second and 1 c.f.s. shall be equivalent in gallons to 448.83117 gallons per minute.

SECTION 2.

SALE OF REAL PROPERTY

2.1. Subject to the condition precedent contained in Subsection 8.3 of this Agreement; Harvey, in consideration of the performance of the covenants and agreements of United States herein contained, agrees to sell and convey to United States and United States agrees to buy, for the price, upon the terms and conditions, and within the time hereinafter specified, that certain real property situated in the county of Inyo, state of California, more particularly described in the form of deed attached hereto as Exhibit A and by this reference made a part hereof, subject to the reservations, exceptions and other matters described in said deed. Said property may hereafter be called the "Real Property."

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2.2. The purchase price mutually agreed upon and which United States agrees to pay to

Harvey for the Real Property is the sum of $375,000 which shall be paid to Harvey in lawful money of the United States on the terms and conditions as hereinafter provided.

2.3. The closing of the sale by Harvey and the purchase by United States shall take place on or before 48 hours after the occurrence of the condition precedent mentioned in Section 8.3 of this Agreement. The date of the closing is hereinafter called the "Sale Closing Date." The closing shall take place in the offices of Title Insurance and Trust Company, 224 North Edwards Street, Independence, California, at 8:00 a.m. on the Sale Closing Date, or at such other time or place as the parties may mutually agree upon.

2.4. The purchase price for the Real Property shall be paid to Harvey by United States in the following manner:

(a) At the Sale Closing Date Harvey shall deliver to Title Insurance and Trust Company for recordation in the Official Records of Inyo County a grant deed in the form attached hereto as Exhibit A conveying title to the Real Property to United States.

(b) Concurrently therewith, United

States shall deposit with Title Insurance and Trust Company for delivery upon recordation of said grant deed the amount of the purchase price.

(c) Upon the compliance by the parties with subparagraphs (a) and (b) above, Title Insurance and Trust Company shall thereupon forthwith cause such grant deed to be recorded as aforesaid, shall deliver to Harvey said purchase price, and shall issue to United States the policy of title insurance hereinafter described. In the event, for any reason, said policy shall not be issued, the deed described in subparagraph (a) above shall be returned to the grantor, and the purchase price described in subparagraph (b) above shall be returned to United States and this agreement shall be of no effect.

2.5 The title to the Real Property shall be insured by an ALTA United States Policy of Title Insurance, issued by Title Insurance and Trust Company showing said title to the Real Property vested in the United States, subject only to such matters as are mentioned in the grant deed attached hereto as Exhibit A and to standard printed conditions and exceptions set forth in said Policy.

2.6. The costs of the sale of the Real Property shall be apportioned as follows:

(a) The cost of title insurance shall be paid by United States.

(b) United States shall pay the cost of recording the grant deed from Harvey.

(c) Harvey shall pay the cost of any documentary stamps on the grant deed.

(d) Any other costs shall be apportioned according to the normal practice in Inyo County, California, or as otherwise set forth herein.

2.7. Harvey agrees that loss or damage to the Real Property by fire or acts of God shall be at the risk of Harvey until the title to the land shall have become vested in United States, and in the event that such loss or damage occurs, United States may, without liability, refuse to accept conveyance of the Real Property, or it may elect to accept conveyance of title to such Real Property, in which case there shall be an equitable adjustment of the purchase price.

2.8. The obligations of United States under this Section 2 are subject to the availability

of appropriated funds to the Department of Interior. Harvey shall have no obligation to make the conveyance herein contemplated, however, until United States shall have said purchase price in hand for contemporaneous delivery as provided in Section 2.4(t) above.

2.9. The United States and The Nature Conservancy, a corporation organized in the District of Columbia, have agreed that, in the event appropriated funds are not made available to the United States for the purchase of the Real Property as provided in this Section 2 of this Agreement, then, upon request by United States, The Nature Conservancy will purchase such Real Property from Harvey in accordance with the terms of the Agreement and will make whatever payments and perform whatever acts are required to be performed by United States under Section 2 of this Agreement in connection with such purchase. It is understood and agreed by United States and Harvey that, in such event, The Nature Conservancy shall be substituted for United States for all purposes of this Section 2, and upon performance by The Nature Conservancy of all commitments and conditions required to be performed by United States by such Section 2, Harvey will convey the Real Property to The Nature Conservancy instead of to United States. In such event the title policy referred to in Section 2.5 shall run in favor of The Nature

Nature to purchase if U.S. funds not avail-

Conservancy, and such purchase by The Nature Conservancy in accordance with the terms of this Section 2 of this Agreement shall discharge the obligations of the United States to Harvey with respect to such purchase. The purchase by The Nature Conservancy, if such occurs, shall not affect or modify the obligations or rights of either party hereto with respect to any other provisions of this Agreement.

SECTION 3.

RECOGNITION OF WATER RIGHTS

3.1. United States acknowledges, recognizes and agrees that Harvey has and shall have as against United States, its successors and assigns, the following water rights: 2.064 c.f.s.

(a) A fixed, vested and perfected appropriative water right, as defined by the laws of California, to 1.634 c.f.s. of all water available from Furnace Creek Wash and its tributaries, including Travertine Springs, and other waters in the vicinity thereof, the said amount thereof being as measured at the places of Harvey's actual beneficial use of such water as hereinafter provided, and which right is prior and superior to any rights of United States in and to the waters from such sources.

(b) A fixed, vested and perfected appropriative water right, as defined by the laws of California, to .28 c.f.s. of all water available from Texas Springs and other waters in the vicinity thereof, the said amount thereof being as measured at the places of Harvey's actual beneficial use of such water as hereinafter provided, and which right is prior and superior to any rights of United States in and to the waters from such sources.

(c) A fixed, vested and perfected riparian right, as defined by the laws of California, to the beneficial use upon the Inn Tract of waters riparian to the Inn Tract, which right is hereby fixed and established at .15 c.f.s. of such waters as measured at the places of Harvey's actual beneficial use upon said Inn Tract as hereinafter provided. Said .15 c.f.s. allocable to Harvey under such riparian right shall not be diminished by any exercise by United States of any claimed riparian or other right.

The aggregate of Harvey's water rights set forth in subparagraphs (a), (b), and (c) above is hereinafter termed Harvey's "entitlement."

3.2. Harvey will, by the conveyance set forth in Exhibit B hereof, convey all the right, title and interest that it has in and to certain water rights to the United States, and Harvey acknowledges, recognizes, and agrees that upon such conveyance United States will, as between Harvey and United States, own and possess all water rights of every kind and nature in and to all water available from the sources set forth in Paragraph 3.1 above, excepting and exclusive of Harvey's entitlement.

3.3. United States agrees that neither it nor its assignees, grantees, licensees or permitees, nor any of them, will ever do or permit anything to be done, whether by use or diversion of water, development of additional water, drilling of wells or tunnels, pumping, construction of structures or improvements, or in any other way whatsoever, which would in any way or to any extent interfere with or adversely affect Harvey's right to obtain and enjoy its full entitlement, or lessen or impair the quality of the water included therein.

3.4. Nothing in this agreement shall limit Harvey's use of its entitlement, or of fixed or excess sale water as defined in Section 4 hereof, to present uses or places of diversion but Harvey may make any and all uses of such

water, and divert the same, at any place or places and at any times which it may now or at any time hereafter desire, except as herein specifically limited.

3.5 Contemporaneously herewith the parties shall execute a short form Agreement Conveying and Determining Water Rights in the form attached hereto as Exhibit B. Said short form Agreement Conveying and Determining Water Rights shall be delivered to Title Insurance and Trust Company forthwith upon its execution accompanied by joint instructions from Harvey and United States, irrevocable except by mutual consent, to the effect that said Agreement shall be recorded in the office of the County Recorder of Inyo County, California, upon the effective date immediately following the recordation of the deed Exhibit A as provided in Section 2 hereof. United States shall bear the cost of any such recording. If for any reason said deed Exhibit A shall not be so recorded, said short form Agreement shall be destroyed by Title Insurance and Trust Company and neither it nor this Agreement shall have any force or effect.

SECTION 4.

SALE OF WATER

4.1. United States agrees that from

the water available to it from the sources set forth in Section 3 above remaining after fulfillment of Harvey's entitlement, it will sell to Harvey an additional .536 c.f.s. of such water, as measured at the places of Harvey's actual beneficial use; provided, however, that if the United States determines that any or all of said .536 c.f.s. being sold to Harvey is required for the needs of United States, it may at any time upon six months' written notice to Harvey withdraw for such needs such part of said .536 c.f.s. so required. The words, "needs of the United States," as used in this Paragraph 4.1 shall be limited to such uses of water as the Department of the Interior or other federal agency shall itself actually and necessarily require over and above that otherwise available to it from such sources and it is agreed that United States shall not sell or otherwise grant any rights with respect to such .536 c.f.s. of water to any other person. Such .536 c.f.s. or such portion thereof as may be sold to Harvey pursuant to this Paragraph 4.1 is hereinafter referred to as "fixed sale water." Harvey agrees to pay for all fixed sale water made available to it at prices and terms determined in the manner hereinafter set forth.

4.2. In the event at any time Harvey shall desire water in excess of the 7.60 c.f.s. represented by its entitlement and fixed sale

water, and there is then available water from such sources not then being used by United States or committed by it for use by others, United States will sell to Harvey such amounts of such additional water so available as may be specifically requested by Harvey, in the amounts and at the times so requested. Such additional water, if any, sold pursuant to Harvey's request as provided in this Paragraph 4.2 is hereinafter called "excess sale water." In the event of any such sale to Harvey of excess sale water, United States reserves the right on one month's written notice to Harvey, to withdraw all or any part of such excess sale water from sale to Harvey for whatever other use United States may desire.

4.3. If at any time the aggregate amount of water developed from the sources set forth in Section 3 hereof, measured as near as may be to the several sources of said water, shall for any reason (other than a failure of United States to comply in all respects with its covenants of operation, maintenance, repair and replacement set forth in Paragraph 6.1 hereof) be reduced below an average daily production of 4 c.f.s. during any seven days' consecutive period, United States may, on 24 hours' written notice to Harvey, withdraw from sale to Harvey for such temporary period as such deficiency shall continue as reasonably determined by United States, an amount up

to the amount of such deficiency but not in excess of 50% of the aggregate of fixed sale and excess sale water then being sold to Harvey.

4.4. The price at which such fixed sale and excess sale water shall be sold by United States to Harvey shall be a fair and reasonable price therefor, including an appropriate share of the cost of operating, maintaining, repairing and making necessary replacements of and to the water collection and diversion works and distribution system, such share being determined through the application of the principles evidenced by the formula set forth in Paragraph 6.3 hereof. The parties shall forthwith agree upon a price or prices for such water to be effective during the first year following the effective date hereof and thereafter until either party shall request a revision of such price. Within 30 days of the end of such year, and each year thereafter, either party may request the other for an increase or decrease in such price for the ensuing year. The parties shall negotiate with respect to such request in good faith for the purpose of reaching a fair and reasonable revision of such price, and such revision shall be effective for the ensuing year when mutually agreed upon.

4.5. The term of this Section 4 shall extend for a period of 50 years from the effective

date hereof and thereafter so long as Harvey or its successors shall continue to desire to purchase fixed sale water or excess sale water.

SECTION 5.

MEASUREMENT AND USE OF WATER

5.1. Harvey's entitlement, and the amount of fixed sale water and excess sale water for which Harvey is to be charged, shall be determined as measured at the various places of actual beneficial use made by Harvey and shall be exclusive of all losses in transit occurring through those portions of the collection, transmission and distribution system provided to be operated and maintained by United States in accordance with Section 6 hereof.

5.2 Immediately following the effective date of this agreement, the parties shall respectively appoint qualified engineers to consult and determine upon measuring devices appropriate as to character and location for the purpose of determining the use by Harvey of Harvey's entitlement, and as well the amounts of fixed sale water and excess sale water, if any, for which Harvey shall be required to pay water charges. Such devices shall be installed, maintained, repaired, and replaced by United States and the cost thereof shall constitute part of the cost of operation and

maintenance of the water collection and diversion works and distribution system referred to in Section 6 hereof. Such cost shall be shared by the parties hereto as therein provided.

5.3. Any amounts of water in excess of the aggregate of (i) Harvey's entitlement, (ii) fixed sale water, (iii) excess sale water, and (iv) water taken or used by the United States or its transferees is herein called "surplus water." Harvey hereby grants to United States the right to discharge upon the Ranch Tract, through the water transportation system leading to the Ranch Tract, as now existing or as it may be changed by mutual consent of the parties, such surplus water as United States may desire to discharge thereon from time to time and for so long as United States shall desire to do so; provided, however, that Harvey may withdraw such right in whole or in part upon one year's written notice in which event United States shall, at its expense, make other arrangements for disposing of all or such part of such surplus water. Upon its discharge upon the Ranch Tract, all such surplus water shall be considered as waste water and Harvey may make such use or other disposition thereof as it may desire without liability to United States therefor including the perpetual right to discharge the same from the Ranch Tract into the desert over lands of the United States,

whether previously owned by it or conveyed to it by the deed Exhibit A, in generally the same manner as heretofore, or as such manner may be changed by mutual consent. Harvey shall have no right to the continuation of any discharge on the Ranch Tract of surplus water, and United States may at any time make other arrangements for the disposition thereof, subject only to the provisions hereof respecting the furnishing to Harvey of its entitlement, of fixed sale water, and of excess sale water.

5.4. Although it is understood and agreed that each of the three parts of Harvey's entitlement set forth in subparagraphs (a), (b) and (c) of Paragraph 3.1 hereof are separate and distinct from each other with respect to Harvey's rights, nevertheless it is agreed that Harvey may take as part of its entitlement any water available to it devolving from any particular source in excess of its right with respect to such source, so long as (i) there is water available to Harvey from each of the sources set forth in said subparagraphs (a), (b) and (c) sufficient to fulfill Harvey's respective rights from such respective sources, and (ii) the total water taken by Harvey as its entitlement from all sources at all places of use shall not exceed 2.064 c.f.s. For example, if water from the Texas Springs source is available to Harvey

in the aggregate amount of .50 c.f.s. as measured at the appropriately determined measuring places where Harvey makes beneficial use thereof, and if at the same time water is available to Harvey from Furnace Creek Wash and its tributaries, including Travertine Springs, in the amount of 1.634 c.f.s. measured at Harvey's places of use and for riparian water in the amount of .15 c.f.s. as similarly measured, Harvey may take up to all the water available from the Texas Springs source, charging any excess over .28 c.f.s. against its right herein established to 1.634 c.f.s. from the Furnace Creek Wash - Travertine Springs source and/or the herein established riparian right. Any such utilization of any source in excess of Harvey's entitled right, and consequent diminution of use from another source below the entitled right as to such source shall neither increase or decrease Harvey's separate rights set forth in Paragraph 3.1 (a), (b) or (c), regardless of the length of time it may continue, and for the purpose of insurance against any loss by Harvey of its separate rights to its entitlement under California law, it is agreed that any beneficial use by the United States or its transferees of water from any source where Harvey's use has been diminished below its right from such source by reason of acts by Harvey under this Paragraph 5.4 shall, up to the amount of such diminution, be deemed to be a use by the United States or

such transferees of Harvey's right with respect to such source consented to by Harvey, but without any cost or charge to the United States or such transferees therefor. Nothing in this Paragraph 5.4 shall affect the right of United States to withdraw at any time from Harvey any water from any source in excess of Harvey's such separate right as to such source.

SECTION 6.

OPERATION AND MAINTENANCE OF SYSTEM to U.S.

6.1. The water collection and diversion works and the distribution system for the production, transmission and distribution of all water available from said Texas Springs and Furnace Creek Wash and its tributaries, including Travertine Springs, and the waters riparian to the Inn Tract, in its entirety as now or hereafter constituted (except as hereinafter otherwise specifically provided) shall, subject to availability of funds, be operated, maintained, kept in repair and replaced as necessary by United States. For the purpose of the foregoing, such works and system shall include not only the portions thereof located upon lands of the United States or on easements granted over such lands pursuant to the Grant of Easements dated July 1, 1955, from the United States of America to Borax Consolidated Limited and recorded in Book 118, page 275, Official Records of Inyo

County, California, (which easements and each of them are being retained by Harvey) or on the easement retained by Harvey and described in Section 6.2 (ii) hereof, but also those portions of the works and system upon the Inn Tract to the following extent:

(i) pipes on the Inn Tract running downstream into the Inn Reservoir (but exclusive of the 2-inch pipeline serving the Gulch dormitories off the 6-inch pipeline from Texas Springs and the 2-inch shut-off valve located in a rock and concrete box) together with such Inn Reservoir, the chlorination equipment in connection therewith, and the overflow pipeline from such Reservoir into the Inn Water Tunnel pipeline.

(ii) three pipelines on the Inn Tract running downstream from the Inn Reservoir to their respective shut-off valves in a concrete box located at the Inn.

(iii) the Inn Water Tunnel and the conveyance system carrying the water from its source to the point where it enters the ditch connecting the Inn and Ranch Tracts, and the pump and the pipeline from the Tunnel to the Inn Reservoir.

(iv) the 12-inch pipeline and ditches, including settling ponds, on the Inn Tract running downstream past the Inn swimming pool and into the ditch conveying water from the Inn to the Ranch Tract, except for the diversion valves and system conveying water through such swimming pool.

(v) the 8-inch pipeline connecting the Inn and Ranch Tracts from its point of beginning on the Inn Tract to its points of termination at the meter boxes adjacent to the Ranch Tract (including the meter boxes, valves and meters therein) and the ditch connecting the Inn and Ranch Tracts from its point of beginning on the Inn Tract to its point of termination on the Ranch Tract boundary.

Such obligation of United States shall extend to any substitutions for those present parts of the works and system set forth in subparagraphs (i) through (v) above, resulting from changes or relocation of such parts made by mutual consent of the parties. All other parts of the said works and system located upon either the Inn or Ranch Tracts shall be operated, maintained, kept in repair and replaced as necessary by Harvey at its own expense. Attached hereto as Exhibit C is a diagram showing the portions of the present

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works and system on the Inn Tract to be operated, maintained, repaired and replaced by United States and by Harvey respectively. The United States agrees with respect to its obligation hereinabove set forth that it will conduct such operation and maintenance in a good and efficient manner, and that it will commence all necessary repairs and replacements immediately as the same become necessary and complete the same with all due diligence, all in such manner that Harvey shall obtain its full entitlement and such of the fixed sale water and excess sale water as to which Harvey may be entitled under the provisions hereof.

6.2. Harvey hereby grants to United States for the purpose of carrying out its obligations under Paragraph 6.1 hereof, the following rights:

(i) the right to enter upon and use any and all of the easements granted to Harvey by the aforesaid Grant of Easements necessary or desirable to accomplish such purpose, and to use any and all of the water collection, diversion and transportation works and system to be operated and maintained by United States;

(ii) the right to enter upon and use the easement retained by Harvey over the

Texas Springs Tract, which said tract is being conveyed by Harvey by the deed Exhibit A attached, and which said easement is therein described as Easement 3 on page 9 thereof, together with the water collection, diversion and distribution works and system thereon; and

(iii) the right to enter upon the Inn and Ranch Tracts at reasonable times and upon reasonable prior notice for the purpose of carrying out the obligations of the United States with respect to those portions of the distribution works and system located upon such tracts as to which it has such obligation, and, in addition, for the purpose of installing, removing, maintaining, repairing, replacing, and taking measurements from, any measuring devices installed upon said tracts in accordance with Section 5 hereof.

6.3. Harvey shall pay to United States that fraction of the cost incurred by the United States in operating, maintaining, repairing and making necessary replacement of such water collection works, diversion works, and distribution system, which 2.064 c.f.s. bears to 5 c.f.s. Harvey shall further bear a similar proportionate cost, on an amortization basis, of any capital additions, as distinguished from necessary

Harvey pays 2.064/5.000 = 41 for amount

replacements to said works or system, provided, however, that Harvey shall not be charged with any cost of any capital addition or improvement unless Harvey shall have consented in advance to the construction thereof. Harvey's proportionate share of all said costs and expenses shall be determined upon a quarterly basis and paid by Harvey upon rendition of statements therefor. Harvey shall have the right to examine all books and records pertaining to the costs and expenses in connection therewith.

6.4. In the event the United States shall at any time fail to operate or maintain said works or system or to make necessary repairs and replacements in a proper and efficient manner calculated to produce for Harvey its entitlement and such amounts of fixed sale water and excess sale water as Harvey shall be entitled to purchase pursuant to the foregoing provisions of this agreement, and shall further fail to commence remedying such deficiency within a period of five days after written notice of such deficiency from Harvey to United States, or shall fail after such notice to proceed diligently to complete all necessary remedial action, Harvey shall have the right, at its option, to operate said works or system and to make said necessary repairs or replacements and shall be entitled to enter upon the lands of the United States for such

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purpose. The cost to Harvey of any such operation, maintenance, repairs or replacements shall be shared between Harvey and United States in the same proportion as hereinabove set forth, subject, with respect to the United States, to availability of funds. Upon the completion of such remedial acts, and the payment to it of the United States' share of the costs thereof, Harvey shall relinquish the operation of said works and system to United States.

SECTION 7.

RELEASE

7.1. United States hereby releases Harvey, Borax (Holdings) Limited, Death Valley Hotel Company, Ltd., and any and all of their predecessors in interest (hereinafter referred to collectively as "releasees") from any and all charges, claims, demands, and causes of action, whether known or unknown, which United States may have as of the effective date of this agreement or may have had prior thereto, arising out of the past diversion or use by releasees or any of them of any water from any of the sources set forth in Paragraph 3.1 hereof or any other source within the existing boundaries of Death Valley National Monument. It is specifically understood that this release shall inure to the benefit of Borax (Holdings) Limited, Death Valley

Hotel Company, Ltd., and each and all of their predecessors in interest, even though said persons and corporations are not signatory parties to this agreement.

SECTION 8.

MISCELLANEOUS

8.1. The division of this agreement into sections and paragraphs and the headings herein are for convenience only, and neither such division nor such headings shall be deemed to affect or limit the covenants and agreements herein made.

8.2. This agreement shall be binding in all respects upon the successors and assigns of each of the parties hereto.

8.3. It is a condition precedent to the effectiveness of this agreement for any purposes that that certain agreement between Harvey and Borax (Holdings) Limited dated as of May 5, 1969, and entitled Stock Purchase Agreement, shall have been executed and delivered and that Harvey shall have liquidated Hotel and shall have become the owner of all of the properties and water rights to be transferred by Harvey to the United States pursuant to Exhibits A and B hereto, and that the parties hereto shall have executed

the short form Agreement Conveying and Determining Water Rights (Exhibit B hereto) and have delivered the same to Title Insurance and Trust Company with instructions in accordance with Paragraph 3.5 hereof, and that United States shall have advised Harvey that it has in hand the purchase price set forth in Paragraph 2.2. Upon the fulfillment of said condition precedent, but not until, the provisions of Sections 1 and 2 of this agreement shall become effective, and upon the filing for recordation in the office of the County Recorder of Inyo County, California, of the deed Exhibit A referred to in said Section 2, but not until, all of the balance of the terms of this agreement shall become effective, which time of filing for recordation shall be deemed the "effective date" for the purpose of the provisions of Sections 3 through 8 of this agreement.

8.4. 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 to arise therefrom, but nothing in this Paragraph 8.4 contained shall be construed to extend to any incorporated company if the contract shall be for the general benefit of such corporation or company.

8.5. Any notice, request, instruction, payment or other document required by this Agreement or deemed by any party necessary or desirable

to be given to any other party shall be in writing and shall be personally delivered or mailed by registered or certified mail, postage prepaid, with return receipt requested, as follows:

If to United States: Secretary of the Interior
c/o Director, National Park Service
Department of the Interior
Washington, D. C., 20240

If to Harvey: Fred Harvey, Inc.
80 East Jackson Boulevard
Chicago, Illinois 60604
Attention: President

Any party may, by notice delivered as herein provided, designate a new address to which any such notice, request, instruction, payment or other document is to be delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the day and year first above written.

UNITED STATES OF AMERICA

By _____
(SGD) EDWARD A. HUMMEL Associate Director

FRED HARVEY, INC.

By _____
President

ATTEST:

_____
Secretary

00-00-0000: notory recognition for the state of california county of cook =may 07, 1969

Illinois
STATE OF CALIFORNIA—)
) SS.
COUNTY OF Cook)

On this 7th day of May, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie W. Scott known to me to be the — President, and D. L. Robinson known to me to be the —— Secretary, of FRED HARVEY, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for the
State of California-
Illinois

My Commission Expires Aug. 2, 1972

DISTRICT OF COLUMBIA) SS.

On this 12th day of May, 1969, before me, the undersigned, a notary public in and for the District of Columbia, personally appeared [illegible]

acting by authority of the Secretary of the Interior of the United States of America, known to me to be the person who executed the within instrument on behalf of the United States of America, and acknowledged to me that the seal affixed to said instrument is the official seal of the Department of the Interior and was affixed thereto by his order, and that the said instrument was the act and deed of the United States of America for the purposes therein presented.

[illegible]
Notary Public

My Commission expires
November 14, 1972

My Commission Expires _____

(SEAL)

00-00-0000: memorandum to regional director regarding agreement respecting land and water rights between the united states and fred harvey, inc; december 05, 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240

RECEIVED
NPS Western Regional Office
DEC 9-'68
Reg. Dir.
Asst. R.D. (AD)
Asst. R.D. (CR)
Asst. to R.D. (CA)
Asst. to R.D. (PC)

IN REPLY REFER TO:
L1425-OLW

DEC - 5 1968

Memorandum

MARTIN
This is the machine copy I made in case I needed it.
EdL

To: Regional Director, Western Region

From: Assistant Director, Operations

Subject: Agreement respecting land and water rights between the United States and Fred Harvey, Inc., Death Valley

As you know, the longstanding problem regarding water rights between the Borax (Holdings) Limited and its wholly owned subsidiary, the Death Valley Hotel Company, Ltd., has reached the final point of resolution. Fred Harvey, Inc., the wholly owned subsidiary of AMFAC, has agreed to purchase, and Borax has agreed to sell all of its properties to Harvey and we, in turn, have agreed to purchase all of the undeveloped land except for the Inn and Ranch Tracts from Harvey, as well as a portion of the water entitlement, etc., all in accordance with the tripartite agreement which has the approval of the Government Operations Committee of the House of Representatives of the United States Congress.

As a part and parcel of such arrangements on which you will be fully briefed later, certain new relationships will arise. This includes, but is not limited to, operation and maintenance of the system by the Service. It is this particular facet with which we need your field assistance. By copy of this memorandum we are requesting the Superintendent to determine precisely what portions of the water system on the Inn and Ranch properties should properly be maintained as a part of the total system on which Harvey will pay a pro rata share and what portions of this system should be entirely maintained by Harvey. Please render whatever assistance you feel is required to the Superintendent in determining this matter.

To this end, we are enclosing a schematic drawing designated Exhibit "C" and a copy of Section 6 of the total agreement respecting land and water rights which articulates the proposed arrangement covering this segment of the problem.

We would like the views of the field people, together with any proposed additions, deletions, or changes to be returned as soon as the study can be completed. We understand that Mr. Vern Hovey will represent the Harvey Company, and it is assumed he will be in touch with the Superintendent to arrange a mutually satisfactory date for a joint inspection if needed.

Enclosures 2

Sarah
Feb

00-00-0000: receival note =december 09, 1968

Received - 12-9-68
from Vern Hovey
Chief Engineer
Fred Harvey Co.

SECTION 6.

OPERATION AND MAINTENANCE OF SYSTEM

6.1. The water collection and diversion works and the distribution system for the production, transmission and distribution of all water available from said Texas Springs and Furnace Creek Wash and its tributaries, including Travertine Springs, and the waters riparian to the Inn Tract,

Qual to 12/5/68 memo

XERO COPY XERO COPY XERO COPY XERO CO

00-00-0000: receival note =december 09, 1968

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in its entirety (except as hereinafter otherwise specifically provided) shall, subject to availability of funds, be operated, maintained, kept in repair and replaced as necessary by United States. For the purpose of the foregoing, such system shall include not only the portions thereof located upon lands of the United States or on easements granted over such lands pursuant to the Grant of Easements dated July 1, 1955, from the United States of America to Borax Consolidated Limited and recorded in _____ (which easements and each of them are being retained by Harvey) or on the easement retained by Harvey and described in Section 6.2 (ii) hereof, but also those portions of the system upon the Inn Tract to the following extent:

(i) pipes on the Inn Tract running downstream into the Inn Reservoir (but exclusive of the 2-inch pipeline serving the Gulch dormitories off the 6-inch pipeline from Texas Springs at its shut-off valve) together with such Inn Reservoir, the chlorination equipment in connection therewith, and the overflow pipeline from such Reservoir into the Inn Water Tunnel pipeline.

(ii) three pipelines on the Inn Tract running downstream from the Inn Reservoir to their respective shut-off valves in a concrete box located at the Inn.

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(iii) the Inn Water Tunnel and the conveyance system carrying the water from its source to the point where it enters the ditch connecting the Inn and Ranch Tracts, and the pump and the pipeline from the Tunnel to the Inn Reservoir.

(iv) The 12-inch pipeline and ditches, including settling ponds, on the Inn Tract running downstream past the Inn swimming pool and into the ditch conveying water from the Inn to the Ranch Tract, except for the diversion valves and system conveying water through such swimming pool.

(v) the 8-inch pipeline and the ditch connecting the Inn and Ranch Tracts from their points of beginning on the Inn Tract to their points of termination on the Ranch Tract.

All other parts of the said system located upon either the Inn or Ranch Tracts shall be operated, maintained, kept in repair and replaced as necessary by Harvey at its own expense. Attached hereto as Exhibit __ is a diagram showing the portions of the system on the Inn Tract to be operated, maintained, repaired and replaced by United States and by Harvey respectively. The United States agrees with respect to its obligation hereinabove

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set forth that it will conduct such operation and maintenance in a good and efficient manner, and that it will commence all necessary repairs and replacements immediately as the same become necessary and complete the same with all due diligence, all in such manner that Harvey shall obtain its full entitlement and such of the fixed sale water and excess sale water as to which Harvey may be entitled under the provisions hereof.

6.2. Harvey hereby grants to United States for the purpose of carrying out its obligations under Paragraph 6.1 hereof, the following rights:

(i) the right to enter upon and use any and all of the easements granted to Harvey by the aforesaid Grant of Easements necessary or desirable to accomplish such purpose, and to use any and all of the water collection, diversion and transportation works to be operated and maintained by United States;

(ii) the right to enter upon and use the easement retained by Harvey over the Texas Springs Tract, which said tract is being conveyed by Harvey by the deed Exhibit A attached, and which said easement is therein mentioned as _____ together

00-00-0000: receival note =december 09, 1968

with the water collection, diversion and transportation works thereon; and

(iii) the right to enter upon the Inn and Ranch Tracts at reasonable times and upon reasonable prior notice for the purpose of carrying out the obligations of the United States with respect to those portions of the distribution system located upon such tracts as to which it has such obligation, and, in addition, for the purpose of installing, removing, maintaining, repairing, replacing and taking measurements from, any measuring devices installed upon said tracts in accordance with Section 5 hereof.

6.3. Harvey shall pay to United States that fraction of the cost incurred by the United States in operating, maintaining, repairing and making necessary replacement of such water collection works, diversion works, and distribution system, which 2.064 c.f.s. bears to 5 c.f.s. Harvey shall further bear a similar proportionate cost, on an amortization basis, of any capital additions, as distinguished from necessary replacements to said works or system, provided, however, that Harvey shall not be charged with any cost of any capital addition or improvement unless Harvey shall have consented in advance to the construction thereof. Harvey's proportionate

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share of all said costs and expenses shall be determined upon a quarterly basis and paid by Harvey upon rendition of statements therefor. Harvey shall have the right to examine all books and records pertaining to the costs and expenses in connection therewith.

6.4. In the event the United States shall at any time fail to operate or maintain said works or system or to make necessary repairs and replacements in a proper and efficient manner calculated to produce for Harvey its entitlement and such amounts of fixed sale water and excess sale water as Harvey shall be entitled to purchase pursuant to the foregoing provisions of this agreement, and shall further fail to commence remedying such deficiency within a period of five days after written notice of such deficiency from Harvey to United States, or shall fail after such notice to proceed diligently to complete all necessary remedial action, Harvey shall have the right, at its option, to operate said works or system and to make said necessary repairs or replacements and shall be entitled to enter upon the lands of the United States for such purpose. The cost to Harvey of any such operation, maintenance, repairs or replacements shall be shared between Harvey and United States in the same proportion as hereinabove set forth, subject, with respect to the United States, to availability

00-00-0000: receival note =december 09, 1968

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of funds. Upon the completion of such remedial acts, and the payment to it of the United States' share of the costs thereof, Harvey shall relinquish the operation of said works and system to United States.

SECTION 7.

MISCELLANEOUS

00-00-0000: diagram of water system - deva

RANCH TRACT
NORTH - SOUTH BOUNDARY

6" TO GOLF COURSE

FURNACE CREEK RANCH

METER & VALVE BOXES

4" TO RANCH

8" DOMESTIC

DITCH

TO RANCH

INN WATER TUNNEL

3"

PUMP

DOMESTIC

6"

GULCH DORMITORIES

STONE & CONCRETE BOX

TEXAS SPRINGS

6" DOMESTIC

FURNACE CREEK SPRINGS

6" OVERFLOW

CHLORINATOR

2" OVERFLOW

3" HOTEL

2 GARDEN SPRINKLERS

CONCRETE BOX

To be moved

2" GARDEN SPRINKLERS

2" OVERFLOW

FURNACE CREEK INN

BY PASS DITCH

18" IRRIGATION F.C. SPRINGS

12"

INN GARDEN

POND

INN SWIM POOL

12" DRAIN

12

SETTLING POND

TO RANCH

SEC 22 T27N R1E
SEC 23 T27N R1E

F.C. INN TRACT

SCHEMATIC
NO SCALE

EXHIBIT C

OPERATION AND MAINTENANCE

UNITED STATES
FRED HARVEY, INC.

WATER SYSTEM
DEATH VALLEY, CALIFORNIA

00-00-0000: fully executed memo of understanding =november 02, 1968

Ltr 11/2/68 w/cy fully executed Memo of Understanding

Draft of ltr conc.

00-00-0000: letter to leslie w. scott regarding enclosed fully executed copies of the memorandum of understanding among the united states of america =november 02, 1968

RECEIVED
NOV 25 1968

Supt.	
Adm. Off.	
Prop. Mgt.	
Personnel	
Ch. Ranger	
Ch. Nat.	
Maint Supt	
Fore. P & U	
Fore. R & T	
Mgt. Asst.	

DEATH VALLEY
NAT'L MONUMENT

RECEIVED
NPS Western Regional Office
NOV 21 '68
Reg. Dir.
Asst. R.D. (AD)
Asst. R.D. (CP)
Asst. to R.D. (JK)
Asst. to R.D. (WC)

L1425-OLW

NOV 2

Mr. Leslie W. Scott
President, Fred Harvey, Inc.
80 East Jackson Boulevard
Chicago, Illinois 60604

Dear Mr. Scott:

Per your request of November 1, we are enclosing two fully executed copies of the Memorandum of Understanding among the United States of America, Borax (Holdings) Limited, and your company. By copy of this letter we are also furnishing two executed copies to Mr. Travis of Borax (Holdings) Limited.

We have already gone forth to the Bureau of Outdoor Recreation with our request for funds to purchase the undeveloped land. With Congress not in session we can only hope that funds will be available to close this purchase prior to December 31; however, we understand that this is not a critical item in your arrangements with Borax (Holdings) Limited. We will be in a position to complete the other matters required by the Memorandum of Understanding.

We trust by now that you have Mr. Rinaldi's letter of November 13 relative to the description of the property and that it will be satisfactory to you. Mr. Coleman advises that the preliminary title report should be forthcoming about the 21st of the month and we can move forward with the Department of Justice.

If there is anything we or Mr. Willis Kriz, our California representative in our Western Regional Office, may do to assist, please do not hesitate to advise us.

Sincerely yours,

Philip O. Stewart
Chief, Division of Land
and Water Rights

Enclosures

cc:
Regional Director, Western, Attn: Mr. Kriz, w/enc.
Mr. N. J. Travis
Managing Director
Borax (Holdings) Limited
3075 Wilshire Boulevard
Los Angeles, California 90005 w/enc.

COPY TO DEVA DATE 11/22/68
FOR YOUR ☑ INFORMATION ☐ ACTION
WESTERN REGION INITIALS

00-00-0000: memorandum of understanding among the united states of america borax (holdings) limited and fred harvey, inc.

XEROX COPY

10/24/68

MEMORANDUM OF UNDERSTANDING
AMONG
THE UNITED STATES OF AMERICA
AND
BORAX (HOLDINGS) LIMITED
AND
FRED HARVEY, INC.

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of November, 1968, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of Interior (hereinafter called "Interior"), BORAX (HOLDINGS) LIMITED (hereinafter called "Borax"), a corporation organized and existing pursuant to the laws of England, and FRED HARVEY, INC. (hereinafter called "Harvey"), a corporation organized and existing pursuant to the laws of the State of Delaware.

WITNESSETH:

WHEREAS, the Death Valley National Monument (hereinafter called "Monument") was established by Presidential Proclamation of February 11, 1933 (47 Stat. 2554), largely from lands in the public domain, consisting of more than 2,000,000 acres; and

WHEREAS, interspersed throughout the vast acreage are patented lands owned by the wholly owned subsidiary of Borax, the Death Valley Hotel Company, Ltd., a California corporation (hereinafter called "Hotel"), comprising 7,676 acres, more or less, within the Monument; and

WHEREAS, of the aforesaid 7,676 acres, more or less, owned by Hotel there are two primary tracts of land in the Furnace

Creek Area of the Monument known as the Furnace Creek Ranch (hereinafter referred to as the "Ranch Tract") and the Furnace Creek Inn (hereinafter referred to as the "Inn Tract"), together with easements relating thereto; and

WHEREAS, the Inn Tract contains 160 acres, more or less, and the Ranch Tract contains 181 acres, more or less; and

WHEREAS, Hotel owns, in addition to said 7,676 acres, more or less, right-of-way easements covering 14 acres, more or less, originally granted by Interior to Borax Consolidated, Limited, in the Grant of Easements dated July 1, 1955, under the Act of March 24, 1952 (66 Stat. 27), for general utility purposes, including the construction and operation of water pipelines and ditches, telephone, telegraph, electric and power transmission lines, sewer lines and oil and gas pipelines; and

WHEREAS, Harvey leases from Hotel the Ranch and Inn Tracts, together with the buildings, improvements and facilities thereon, exclusive of the water, water rights and Borax Museum, and also exclusive of the gas station presently operated on the Ranch Tract pursuant to sublease arrangements between Harvey, Hotel and Richfield Oil Corporation; and

WHEREAS, there is now available for use on all of the said lands within the Monument approximately 5 cubic feet per second of water, more or less, the sources of which are referred to in the Act of July 2, 1958 (72 Stat. 295); and

WHEREAS, Hotel and Interior have conflicting claims to a portion of said water, which claims have never been legally adjudicated; and

WHEREAS, by the said Act of July 2, 1958 (72 Stat. 295), Interior was authorized to exchange certain lands with Hotel, and to enter into an agreement with Hotel which would determine the relative rights of Interior and Hotel as between themselves to such water; and

WHEREAS, numerous attempts have been made by Hotel and Interior to resolve this problem by mutual agreement; and

WHEREAS, the Solicitor of the Interior has ruled that Interior, for purposes of negotiation, may recognize appropriative water rights in Hotel in the amount of 1.634 c.f.s. from Furnace Creek Wash, including Travertine Springs, and 28 c.f.s. from Texas Springs, and riparian water rights not to exceed 0.15 c.f.s. on the Inn Tract; and

WHEREAS, Hotel asserts claim to all said water and water rights except 35 gallons per minute (0.078 c.f.s.) and does not agree that Interior has any standing to assert or collect any back charges for water; and

WHEREAS, an independent expert, Martin McDonough, engaged by the Committee on Government Operations, U. S. House of Representatives, as attorney and water rights consultant, has indicated that Hotel might be entitled to appropriative rights limited to the

quantities reasonably put to beneficial use prior to establishment of the public water reserves, a reasonable maximum being 2.48 c.f.s., unless a court should hold that private appropriations could have continued after the public water reserves until creation of the Monument, in which case the quantities might be greater, but in no event beyond 3.02 c.f.s., and that Hotel would have its riparian rights for the Inn Tract limited to a quantity which probably would not exceed 0.12 c.f.s.; and

WHEREAS, litigation of the issue would be protracted, complicated and expensive, and the outcome would be uncertain; and

WHEREAS, Interior and Hotel have had numerous appraisals and land studies made in an attempt to work out a purchase contract which would dispose of the water question and vest in Interior certain undeveloped lands of Hotel other than those tracts which are improved and under lease to Harvey and the aforementioned easements; and

WHEREAS, after studying the results of appraisals and a series of meetings for purpose of discussion and negotiation, an agreement in principle among the parties hereto has been reached, subject to execution of definitive legal documentation;

NOW, THEREFORE, subject to the terms and conditions hereof, the parties hereto agree in principle as follows:

ARTICLE I (Hotel Stock Purchase)

(A) Borax will sell to Harvey all of the stock of Hotel for $2,025,000 plus an additional amount equivalent to the value at the date of sale of the cash, securities acceptable to Harvey which are readily convertible into cash and accounts receivable which are readily convertible into cash at face value owned by Hotel at the date of sale less the liabilities of Hotel at such date. Included within the assets owned by Hotel at the date of sale will be said 7,676 acres, more or less, owned by Hotel, including the Ranch and Inn Tracts and the improvements and facilities thereon presently leased to Harvey, the Borax Museum excluded from said lease, such rights as Hotel has to said gas station and to the leased parcel of land within the boundaries of the Ranch Tract on which it is located, the said easements covering 15 acres, more or less, granted to Hotel by Interior, together with all improvements, pipelines and equipment situated thereon and so much of the aforementioned water rights as may be owned by Hotel.

(B) In addition to the conditions set forth hereinafter, the sale of Hotel stock is subject to the execution by Borax and Harvey of a mutually acceptable sale agreement containing detailed surviving representations, warranties, terms and conditions, including appropriate warranties, and provision for insurance of title by Borax to Harvey covering title to its properties and assets, including such water rights as are not conveyed to Interior, and also including the assurance of Harvey to use its best efforts to

maintain and operate the Borax Museum, as presently constituted, at its present location on the Ranch Tract or in the immediate vicinity thereof;

(C) As an offset against the sum payable by Harvey to Borax for the stock of Hotel, as aforesaid, Borax shall pay or reimburse Hotel and/or Harvey for the payment of:

(1) Up to the sum of $42,240 of federal and state income tax, if any, incurred by Hotel upon its liquidation by Harvey as a result of depreciation or investment credit recapture applicable to the fiscal years of Hotel ending on or prior to September 30, 1967; and

(2) Up to the sum of $5,000 of federal and state income tax, if any, incurred by Hotel upon its liquidation by Harvey as a result of depreciation or investment credit recapture applicable to the fiscal year of Hotel ending September 30, 1969; and

(3) Up to the aggregate sum of $5,000 of federal, state and local documentary stamp tax, if any, incurred by Hotel and/or Harvey upon the liquidation of Hotel and the distribution or conveyance of its assets to Harvey and the sale of said 7,676 acres to Interior, exclusive of the Ranch and Inn Tracts, and charges for all professional and other services rendered to Hotel between the date of the sale of the stock as aforesaid by Borax to Harvey and the date of the liquidation of Hotel by Harvey.

(D) If the taxes referred to in paragraphs (C)(1) and (C)(2) above exceed $42,240 and $5,000, respectively, or the taxes and charges referred to in paragraph (C)(3) above exceed in the aggregate $5,000, or if the federal and state income tax, if any, incurred by Hotel upon its liquidation by Harvey as a result of

depreciation or investment credit recapture applicable to the fiscal year of Hotel ending September 30, 1968 exceeds $5,000 (which sum is to be paid or assumed by Harvey), or if the liquidation of Hotel occurs after September 30, 1969 and federal or state income tax becomes payable as a result of depreciation or investment credit recapture applicable to the period after September 30, 1969, then any such excess or additional tax or charges shall be paid or assumed in equal portions by Borax and Harvey.

ARTICLE II (Water Conveyance and Interior Land Purchase)

(A) As soon as reasonably possible after the acquisition of the stock of Hotel, Harvey will liquidate Hotel by taking over all of its assets and liabilities, including its water rights, and thereupon (1) convey, without warranty and subject as to priority of right to the appropriative water rights retained by Harvey, to Interior all right, title and interest that it then has in and to said appropriative water rights in the Furnace Creek Wash and its tributaries, including Travertine Springs, in excess of 1.634 c.f.s. and said appropriative water rights in Texas Springs in excess of .28 c.f.s. (such figures in each instance being as measured at Harvey's places of actual user), and (2) convey to Interior, subject to the reservation of easements as hereinafter provided, all of said 7,676 acres, more or less, exclusive of the Ranch and Inn Tracts and the improvements thereon.

(B) As consideration for the conveyance by Harvey to Interior of 7,676 acres, more or less, exclusive of the Ranch and Inn Tracts, Interior shall (1) pay to Harvey in cash, subject to the availability of funds, the sum of $375,000, (2) acknowledge, recognize and agree that Harvey's rights to the water retained by it as specified above are, as against Interior and its successors, valid and prior, and that Harvey has in addition a riparian right to make beneficial use on the Inn Tract of 0.15 c.f.s. of water, all such amounts to be as measured at Harvey's places of actual user by measuring devices appropriate as to character and location for the purpose of determining such amounts, and (3) release all claims of Interior against Borax, Hotel and Harvey for water back charges.

(C) Said 7,676 acres, more or less, exclusive of the Ranch and Inn Tracts and the improvements thereon, to be conveyed by Harvey to Interior as specified in paragraph (A) of this Article, shall be subject to the reservation in Harvey of such perpetual rights and easements thereon for general utility purposes as are necessary to Harvey's use of (1) Easement D (as described in the aforesaid Grant of Easements dated July 1, 1955), for permitting Harvey's continued access to the sources of Texas Springs water and the area around the Texas Springs tunnel and other water diversion works on the Texas Springs tract to be conveyed to Interior, and (2) that easement or those easements described

in the aforesaid Grant of Easements dated July 1, 1955, now being used to carry sewage and other wastes, for permitting Harvey's continued discharge and disposal of sewage and other wastes, in accordance with State and local laws and regulations, on Section 20, Township 27 North, Range 1 East, SBB&M.

(D) Harvey shall grant to Interior the right to use such rights and easements to the extent necessary to maintain the water diversion works and distribution system as set forth in ARTICLE III.

(E) Harvey shall grant to Interior appropriate easements to enter upon the Inn and Ranch Tracts for purposes of operating and maintaining the water distribution system located thereon as required by ARTICLE III, and for the purposes of installing, examining, and removing, and if necessary, repairing and replacing the devices used to measure Harvey's use of the waters.

ARTICLE III (Water Maintenance and Use)

(A) As stated in ARTICLE II above, Harvey is entitled to the following waters: (1) 1.634 c.f.s. of water from Furnace Creek Wash and its tributaries including Travertine Springs by prior appropriative right, (2) .28 c.f.s. of water from Texas Springs by prior appropriative right, and (3) .15 c.f.s. of water by riparian right. Interior will agree to sell and Harvey will agree to purchase water now or hereafter developed from the sources set forth in Paragraph (A)(1) of ARTICLE II above, to

the extent such water is available, at the costs provided under Paragraph (B) of this Article and in amounts and under conditions as follows:

(a) .536 c.f.s., provided, that if Interior determines that any or all of said .536 c.f.s. being sold to Harvey should be used for purposes of Interior or of any other Federal agency, Interior may, on 6 months' notice, withdraw for such purposes all or any part of such .536 c.f.s. of water;

(b) all of Harvey's requirements for water in excess of 2.60 c.f.s. (which comprise the waters specified in clauses (1), (2), (3) and (a) above in this Paragraph (A)), provided that Interior may, at any time upon 1 month's notice, withdraw all or any of the water being sold to Harvey which is in excess of such 2.60 c.f.s. total, for whatever use Interior desires;

(c) in the event the total water available from the Furnace Creek Wash and its tributaries including Travertine Springs, and Texas Springs, drops below an average daily production of 4.0 c.f.s. during a 7-days period, Interior may, on 24-hours notice, withdraw for such temporary period of water shortage as Interior determines, up to 50 percent of the amount of all water available for sale and being sold pursuant to this Paragraph (A);

(d) during the time that water is withdrawn as provided above, the prices paid and the charges borne by Harvey pursuant to Paragraph (B) of ARTICLE III and specific water sales agreements shall be proportionately reduced.

(B) The water collection and diversion works and the distribution system for the production and transmission of all water available from said Texas Springs and Furnace Creek Wash and its tributaries, including Travertine Springs and the waters riparian to the Inn Tract, shall, subject to availability of funds, be operated, maintained, kept in repair and replaced as necessary by Interior. Such distribution system shall include pipes and ditches on the Inn and Ranch Tracts to the following extent: (i) pipes on the Inn Tract running downstream as far as the shut-off valve for the three lines from the Inn reservoir to the Inn buildings located in a concrete box (exclusive of the two-inch pipeline serving the Gulch dormitories from its point of beginning at the six-inch pipeline from Texas Springs), (ii) pipes and ditches on the Inn Tract running downstream as far as the swimming pool, and (iii) the eight-inch pipeline and the ditch connecting the Inn and Ranch Tracts from their points of beginning on the Inn Tract to their points of termination on the Ranch Tract. Harvey shall pay that fraction of the cost of operating, maintaining and repairing and making necessary replacement of such water

collection works, diversion works and distribution system which the sum of (i) 2.064 c.f.s. and (ii) the additional .536 c.f.s. purchased by Harvey as provided in paragraph (A) of this ARTICLE III (or that portion thereof available for purchase by Harvey) bears to 5 c.f.s. Capital additions to said works or system, as distinguished from necessary replacement, shall be charged to Harvey on the same basis, provided Harvey shall not be charged with the cost of capital additions constructed without its consent. Harvey shall pay to Interior, in addition to the pro rata costs of operating, maintaining, repairing and replacing the water collection and diversion works and distribution system used for collecting and distributing the water being sold, a fair and reasonable charge for the value of the water sold to Harvey. In the event Interior shall at any time fail to operate or maintain said works or system in a proper and efficient manner calculated to produce for Harvey the water covered by its rights as hereinabove provided in this Memorandum, Harvey shall be entitled to operate said works or system and to make necessary repairs and replacements and Harvey shall be entitled to enter upon Interior's lands to the extent necessary to accomplish such purposes.

ARTICLE IV (Common Closing)

Each of the agreements referred to in ARTICLES I through III hereof shall be consummated and made effective as readily as possible, but each such transaction and agreement is to be evidenced by and

made pursuant to the terms of a separate written agreement between the parties involved consistent with the terms of this agreement. Until execution and delivery of such agreements, no party hereto shall have any legally binding commitment to the other in respect of the proposed transaction. All such separate written agreements, when executed and delivered, shall be considered as one agreement with like effect as if such agreements had been executed concurrently and as a part of one transaction. If any agreement referred to in ARTICLES I through III is not executed, all other agreements referred to in ARTICLES I through III shall thereupon become nugatory, and the parties shall thereupon take whatever action is necessary to reinstate the relationships and conditions existing immediately prior to the execution of this agreement.

ARTICLE V (Officials)

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 to arise therefrom, but nothing herein contained shall be construed to extend to any incorporated company if the contract shall be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date and year first written.

UNITED STATES OF AMERICA

By _____
Acting Director, National Park Service

BORAX (HOLDINGS) LIMITED

ATTEST: By _____
N. J. Travis
Managing Director

_____
Secretary

FRED HARVEY, INC.

ATTEST: By _____
President

_____
Secretary

06 DATA

Death Valley National Park

FURNACE CREEK AND TEXAS SPRINGS

Supporting Hydrologic Data

00-00-0000: memorandum to chief, water rights branch regarding protocol - deva's monitoring program's; march 14, 1990

United States Department of the Interior

NATIONAL PARK SERVICE
DEATH VALLEY NATIONAL MONUMENT
DEATH VALLEY, CALIFORNIA 92328

MAR 1990
RECEIVED
WRD - FT COLLINS

IN REPLY REFER TO:

L54(479)

March 14, 1990

Memorandum

To: Chief, Water Rights Branch

From: Superintendent, DEVA

Subject: Protocol - DEVA's Water Monitoring Programs.

The Water Resources Division has provided immeasurable assistance to DEVA over the past two years. That assistance has resulted in the formal protests of a veritable host of recent water appropriation applications and both the design and installation of water monitoring programs. The programs are designed to provide essential baseline data and early detection of negative impact to ground water aquifers supplying the springs of DEVA thereby allowing for timely and effective NPS response.

The long term maintenance of the water monitoring programs is essential to the protection of DEVA's water resources and carries with it legal and professional responsibilities. While DEVA's Resources Management Division is fully prepared to assume the responsibility of the long term maintenance of the monitoring program, we believe the in depth data analysis and final reporting of the data is better suited for completion by the professional hydrology staff of WRD. We wish, therefore, to call upon the services of the WRD for such further assistance with the program.

Discussions with members of our respective staffs have concluded a preference of having all primary data storage, analysis and formal periodic report preparation by WRD. DEVA will maintain duplicate files as required and conduct some data analysis for its internal needs. The raw data supplied by DEVA will require conversion and analysis by the professional hydrologists of WRD. It is expected that WRD will provide the superintendent DEVA, State Engineer, Bond Gold, U.S.G.S with no less that quarterly reports of the spring flow and level data. Specialized reports addressing specific aspects of the program, response to selective inquiries or distribution of essential information derived from the analysis of the data will also be provided by WRD. It may be advisable to consider an annual publication of the data for public record in consideration of the significance of water issues to this region.

WRD, in addition to the Resources Management Division, DEVA, will provide the superintendent with recommendation for management action or decisions to be taken by the superintendent. We trust this protocol will be acceptable to you and your staff. If you visualize modification to these suggestions please provide us with your input. We look forward to a continued excellent working relationship between our respective staffs.

Sincerely,

Edwin L. Rothfuss
Superintendent

cc: Meiteck Kolpinski, WRO

00-00-0000: hand written letter =april 04, 1990

Owen -

Is this something we should recommit to or would it be better handled through contract.

Lets - discuss

Stan

Jan
File w/ Deva / water Rights.

4/4/90

~~Stan,~~ FYI

Chuck

Dan

FYA & Follow up

Monitoring Plan Stuff

If/when # from WR instructions come through, we can contract this work out

J.A. should be able to handle all data reductions as it comes in.

00-00-0000: memorandum to regional director regarding field trip to death valley, nevada-california december 6 - 8, 1982; january 12, 1983

WASO (497)

United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:

L54 (WR-RNW)
DEVA/GEN

File in Death Valley General Water Rights file

JAN 26 11 44 AM

RECEIVED
NATIONAL PARK SERVICE
WASHINGTON OFFICE

January 12, 1983

Memorandum

To: Regional Director, Western Region

Through: Associate Regional Director, Resource Management, Western Region
Chief, Division of Water Resources, Western Region

(Sgd) John G. Cherry

From: Hydrologist, Division of Water Resources, Western Region

Subject: Field trip to Death Valley National Monument, Nevada-California, December 6 - 8, 1982

Purpose of Trip: In accordance with acting Regional Director Cherry's memorandum of September 22, 1982, trip made to inspect design for the corrective flume/weir system at Furnace Creek and to coordinate some minor repair work at the Inn Tunnel flume. Also to meet with a member of the Lands Division, Santa Monica regarding arriving at a determination as to the fair market value for water to be utilized by the in-holder (Fred Harvey, Inc.).

Itinerary: Departed San Francisco December 6 for Death Valley, returned to San Francisco December 9.

Companions: None.

Accomplishments and/or Observations: Work on the modification of the Lower Travertine Springs flume has not commenced. This work is necessary to allow for the removal of the wooden baffling in the "overflow" flume trough such that this system will function properly as designed. This work will be accomplished when the park receives a cover plate which has been on order for some time.

At the Inn Tunnel flume, the park has recently installed a new weir plate. A new staff gage was installed (by use of survey level) on this plate to allow for easy and accurate adjustment of the weir to provide the proper water flow to Harvey. Some further work is necessary; this was discussed with Mr. Roger Johnson, Building and Utilities Foreman who indicated that this work would be accomplished in the very near future.

I met with Mr. Tom Hickman, Lands Division, Santa Monica, to discuss our general status with Fred Harvey, Inc. in light of the joint NPS-Harvey agreement of 1969. Mr. Hickman was at Death Valley to determine the fair market value of water in the general area. This value would then serve as the

basis for determining the dollar amount Harvey should be charged for water used above and beyond his entitlement amount in accordance with the agreement.

In the company of Mr. Jack Burke, Assistant Field Solicitor (who was in the park at this time), Superintendent Rothfuss, Mr. Rayner, Chief Ranger, Mr. Quesenberry, Chief of Maintenance, and Mr. Hickman, an inspection of the water distribution system at Furnace Creek was made. This trip provided us with the opportunity to familiarize Mr.Burke with the individual water sources and the working operation of this complicated water distribution system.

A recorder was placed on the stilling well of the Upper Travertine Springs for a period of 17 hours, 40 minutes. The flow of the springs remained constant during this period. At the end of this period, valves controlling the flow of the four sources were closed in sequence to allow the flume discharge to stabilize after the closing of each valve. Thus, the discharges of each respective source was determined -- see copy of recorder chart (Enclosure 1). Also, a general hydrologic survey of the system was made (Enclosure 2).

A copy of the meter reading (Fred Harvey meter) for the water distribution system was obtained. These have been analyzed to indicate Harvey's usage to date (Enclosure 3), and NPS usage to date (Enclosure 4). Also, flow data of the individual sources were collected (Enclosure 5).

Prior to leaving the area a general discussion was held jointly with Messrs. Rothfuss, Quesenberry, and Rayner. It was agreed that Mr. Johnson would proceed to do the final construction work necessary to allow proper working of the Inn Tunnel weir. Additionally, in accordance with Mr. Burke's suggestion while visiting the site, the weir plate will be adjusted to deliver only Harvey's entitlement water. It is anticipated that this work will be accomplished in the next few weeks. Upon receiving the equipment on order, the park will proceed to construct the addition to the Furnace Creek Wash flume system.

Recommendations: It is recommended that we proceed immediately to complete the construction work at the Inn Tunnel weir. By reading the staff gage installed during this trip, park personnel can now easily and accurately determine and/or adjust the flow to Harvey at this source. This has not been possible in the past. Also, as recommended by Mr. Burke, we should adjust this flow rate to that of Harvey's entitlement (staff gage at 0.33 ft.; flow = 0.15 cfs). It is recommended that in actual practice we adjust the weir to a staff gage reading of 0.34 ft. to allow for a flow of 0.17 cfs. This setting should allow for any small fluctuations of flow over a period of at least a few weeks while insuring that the flow to Harvey is correct. Hopefully, the seasonal fluctuations in flow are very small and thus this would allow us to establish a "permanent" setting which will serve for years.

During the final general discussion, Superintendent Rothfuss asked if a physical restriction of the flow to Harvey was possible (should the Service decide to restrict such flow). It appears that several possibilities exist in affecting some general restriction of the flow -- these include the placement of a cutting weir in Furnace Creek Wash and/or the non-use of one or two of

the Furnace Creek Wash springs. An additional option of our sole usage of Texas Springs water can be combined with either of the above. (Note: some possible options will result in "overflow" water at sites which are presently dry.) One major factor which should be addressed in consideration of limiting flow is the matter of fire protection. From a water resource and ecological standpoint it would seem most desirable to retain as much water as possible at the sources in order to maintain the natural status of the resource.

Conclusions: The park should proceed immediately to finish the work at the Inn Tunnel Source and adjust the flow to Harvey for the proper entitlement rate. Additionally, it is recommended that we proceed as soon as possible with the pending construction at the Lower Furnace Creek Wash flume system.

Upon receiving the appraisal value for water as supplied by Mr. Hickman, it is recommended that park and regional personnel, with Assistant Field Solicitor Burke, meet. Topics of discussion should include: the possibility of limiting the flow of the system(s) to Harvey, and the amount and charges of water that may be sold to Harvey.

In that we will soon be meeting with Harvey and commence charges to Harvey for water usage beyond his entitlement amount, we should insure that the distribution system is fully functional (operable) and flow rates are correct. Thus, as soon as possible, we should insure that all aspects of the water distribution system are fully functional so that we comply with the 1969 agreement as required.

William Werrell

I concur:

(Sgd) John D. Cherry
Associate Regional Director, Resource Management, Western Region

1/21/83
date

Approved:
(Sgd) HOWARD H. CHAPMAN
Howard H. Chapman
Regional Director, Western Region

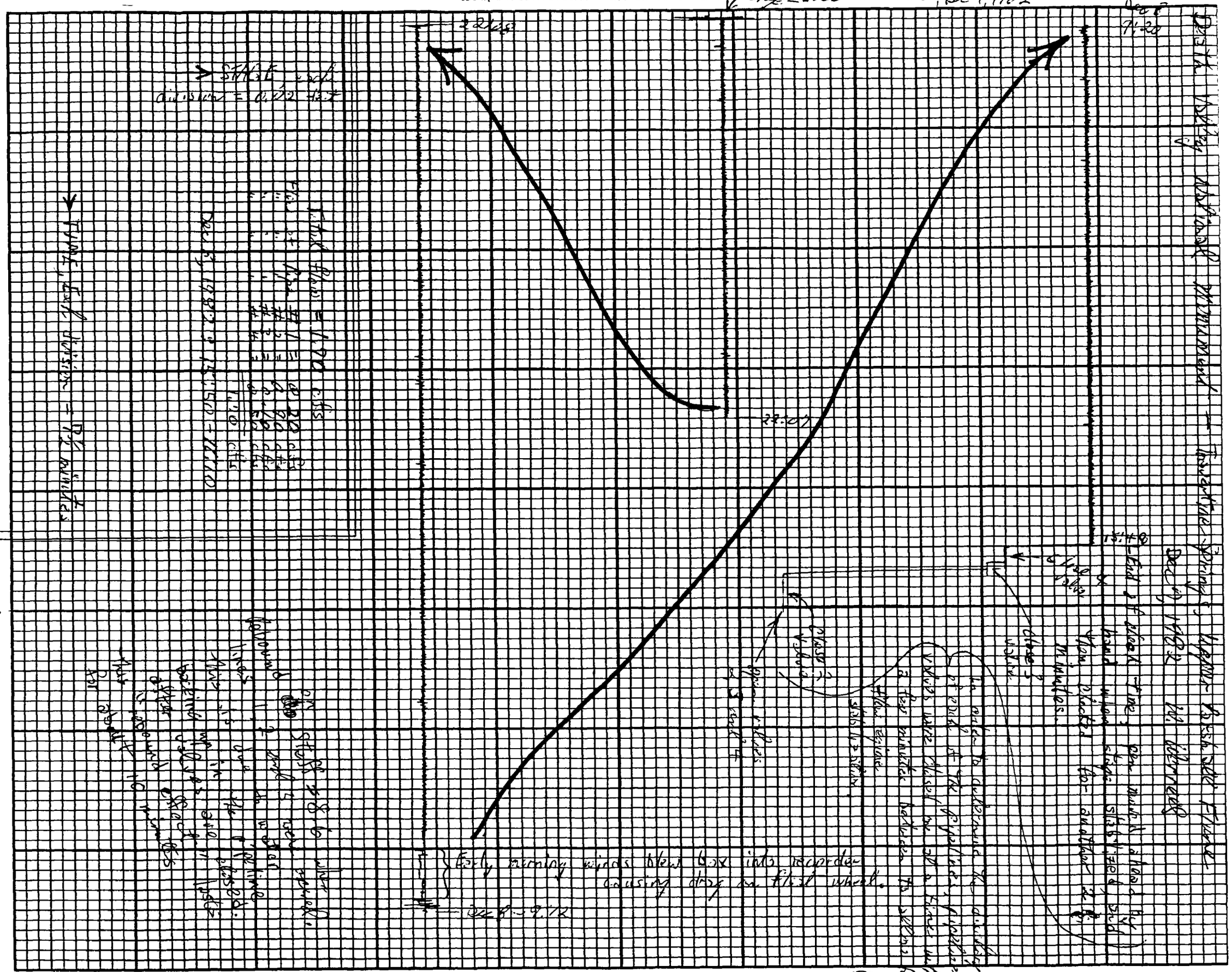
21 JAN 1983
date

Enclosures

cc:
Superintendent, Death Valley, w/encl.
Solicitor's Office - attn: Jack Burke, w/encl.
Superintendent, Santa Monica - attn; Tom Hickman, w/encl.

bcc: WASO (497) Div. of Water Res., w/encl.

Leupold & Stevens, Inc., Beaverton, Ore. Printed in U.S.A.



ENCLOSURE 1

12-07-1982: travertine spring - upper parshall flume water level measurements

Hydrologic Data, Furnace Creek Water Distribution System

Inn Source - December 8, 1982

Water delivered to Harvey, 90° V-Notch weir: stage = 0.44, discharge = 0.32 cfs

Water to NPS, 3" Parshall flume: stage = 0.39, discharge 0.231 cfs

Specific conductance of water = 820

Temperature = 29.0° C

Texas Spring - December 8, 1982

Water flowing to storage tank: stage = 0.58, discharge = 0.339 cfs

No flow in "overflow" flume

Specific conductance = 800

Temperature = 30.5° C

Upper Travertine Springs - December 8, 1982

Stage = 0.68, discharge = 1.70 cfs

flow of line 1 = 0.20
flow of line 2 = 0.90
flow of line 3 = 0.10
flow of line 4 = 0.50

1.70 cfs

Specific conductance line 1 = 800, temp. = 33.5° C
Specific conductance line 2 = 800, temp. = 34.0° C
Specific conductance line 3 = 800, temp. = 33.5° C
Specific conductance line 4 = 800, temp. = 34.0° C

Lower Travertine Springs - December 8, 1982

Flow line #1; stage surging from a high of 0.81 to a low of 0.63 within a 3 - 4 minute cycle (the cause of this surge is not understood). Discharge thus ranging from 1.48 cfs to 0.99 cfs - using an average stage of 0.73, discharge = 1.23 cfs

00-00-0000: memorandum to regional director regarding field trip to death valley, nevada-california december 6 - 8, 1982 cont; january 12, 1983

Lower Travertine Springs (cont.)

Flow line #2; stage = 0.17, discharge = 0.12 cfs

Line #1, Specific conductance = 850, temp. = 31.0° C
Line #2, Specific contuctance = 850, temp. = 31.0° C

Overflow flume (measurement taken 2 - 3 minutes after water began to back up and flow down the flume - flow stabilized); stage = 1.01, discharge = 3.12 cfs

Note:

At the present time, a wooden baffling plate several feet high has been placed at the upper end of the overflow flume trough. This baffling was built to provide a greater head on the outflow pipeline to the storage tank. When the storage tank is not "calling" for water, water backs up in the pipeline and this plate causes back up in the collecting box to the extent that pipelines 1 and 2 are drowned out. At this point, it is believed that these pipelines "take in" water which should be flowing down the overflow trough. This may be the cause of the surging effect noted in pipeline #1. As the storage tank "calls" for water, these pipelines deliver to daylight in the trough, releasing any "stored" water collected during the drowning out period. It is to be noted that the total flow of the sources (determined by using the average stage of flow line #1 at Lower Travertine Springs) exceeds, by 0.339 cfs, the amount of the total flow as recorded by the overflow flume when the tank was not calling for water. This difference is believed due to the aforementioned loss of water from this flume to the two pipelines -- and to suspected inaccuracies in the determination of the true flow from these lines due to the above discussed storing and releasing of water.

A modification of the intake of the storage tank pipeline is pending. Upon completion of this work, we anticipate that the wooden baffling can be removed -- thus allowing this flume system to operate as designed, in which case the trough of pipelines 1 and 2 will at no time contain backed up water from the storage tank pipeline due to the designed lower elevation of the overflow flume.

DEATH VALLEY NATIONAL MONUMENT

Furnace Creek Area

Flow figures for "Fred Harvey Meter," water collection and distribution system (includes Tesas Spring, Travertine Springs, and Furnace Creek Wash), i.e., all flows which pass through the two million gallon storage tank. Note: Water of Furnace Creek Inn Tract (Inn Tunnel Source) is not included.

Date[1]	Days[2] Elapsed	Meter Readings,[3] Gallons	Total Usage[4] For Period, Gallons	Average Daily Usage: Gallons[5] Per Day	Gallons[6] Per Minute	Cubic Feet[7] Per Second	Water in Excess[8] of "Harvey Entitlement Water"	Water in excess of[9] both "Harvey Entitlement Water" and "fixed sale water"
Oct. 1, 1979	--	141,023,000	--	--	--	--	--	--
Oct. 31, 1979	30	186,531,000	45,508,000	1,516,933	1053.4259	2.34704	0.43304 (cfs)	-0-
Nov. 30, 1979	30	238,410,000	51,879,000	1,729,300	1200.9028	2.67562	0.76162	0.22562 (cfs)
Dec. 31, 1979	31	292,161,000	53,751,000	1,733,903	1204.0995	2.68274	0.76874	0.23274
Jan. 31, 1980	31	346,948,000	54,787,000	1,767,323	1227.3073	2.73445	0.82045	0.28445
Feb. 29, 1980	29	398,802,000	51,854,000	1,788,069	1241.7146	2.76655	0.85255	0.31655
March 31, 1980	31	456,201,000	57,399,000	1,851,581	1285.8199	2.86482	0.95082	0.41482
April 30, 1980	30	510,724,000	54,523,000	1,817,433	1262.1065	2.81198	0.89798	0.36198
May 28, 1980	28	560,916,000	50,192,000	1,792,571	1244.8413	2.77352	0.85952	0.32352
July 1, 1980	34	626,958,000	66,042,000	1,942,412	1348.8971	3.00536	1.09136	0.55536
July 31, 1980	30	683,362,000	56,404,000	1,880,133	1305.6481	2.90900	0.99500	0.45900
Aug. 29, 1980	29	728,829,000	45,467,000	1,567,828	1088.7692	2.42579	0.51179	-0-
Sept. 30, 1980	32	775,486,000	46,657,000	1,458,031	1012.5217	2.25591	0.34191	-0-
Oct. 30, 1980	30	837,882,000	62,396,000	2,079,867	1444.3519	3.21803	1.30403	0.76803
Dec. 1, 1980	32	900,015,000	62,133,000	1,941,656	1348.3724	3.00419	1.09019	0.55419
Jan. 2, 1981	32	965,230,000	65,215,000	2,037,969	1415.2561	3.15320	1.23920	0.70320
Feb. 2, 1981	31	21,876,000	56,646,000	1,827,290	1268.9516	2.82724	0.91324	0.37724
March 2, 1981	28	72,643,000	50,767,000	1,813,107	1259.1022	2.80529	0.89129	0.35529
March 31, 1981	29	126,778,000	54,135,000	1,866,724	1296.3362	2.88825	0.97425	0.43825
May 1, 1981	31	168,552,000	41,774,000	1,347,548	935.7975	2.08496	0.17096	-0-
June 1, 1981		7,476,000 (appears to be inconsistent with other readings -- data not used)						
Sept. 2, 1981		11,220,000 (appears to be inconsistent with other readings -- data not used)						
Sept. 30, 1981	28	24,315,000	--	--	--	--	--	--
Dec. 1, 1981	62	125,905,000	101,590,000	1,638,548	1137.8806	2.53521	0.62121	0.08521
Jan. 4, 1982	34	177,247,000	51,342,000	1,510,059	1048.6520	2.33641	0.42241	-0-
Feb. 1, 1982	28	218,903,000	41,656,000	1,487,714	1033.1349	2.30183	0.38783	-0-
March 1, 1982	28	259,468,000	40,565,000	1,448,750	1006.0764	2.24155	0.32755	-0-
April 2, 1982	32	305,644,000	46,176,000	1,443,000	1002.0833	2.23265	0.31865	-0-
May 3, 1982	31	353,737,000	48,093,000	1,551,387	1077.3522	2.40035	0.48635	-0-
May 31, 1982	28	407,050,000	53,313,000	1,904,036	1322.2470	2.94598	1.03198	0.49598
July 2, 1982	32	465,145,000	58,095,000	1,815,469	1260.7422	2.80894	0.89494	0.35894
Aug. 1, 1982	30	524,154,000	59,009,000	1,966,967	1365.9491	3.04335	1.12935	0.59335
Aug. 30, 1982	29	577,275,000	53,121,000	1,831,759	1272.0546	2.83415	0.92015	0.38415
Sept. 30, 1982	31	635,018,000	57,743,000	1,862,677	1293.5260	2.88199	0.96799	0.43199
Nov. 1, 1982	32	693,602,000	58,584,000	1,830,750	1271.3542	2.83259	0.91859	0.38259
Nov. 29, 1982	28	740,114,000	46,512,000	1,661,143	1153.5714	2.57017	0.65617	0.12017

[1] Date of meter reading

[2] Number of days between consecutive meter readings; (by convention) determined by counting all of the day of the oldest reading, and none of the day of the most current reading.

-- continued on following page --

[3] Meter readings from "Harvey Flow Meter" located at the two million gallon storage tank site.

[4] Computed by subtraction of consecutive meter readings in previous column

[5] Computed by: $\frac{\text{Total Usage for Period, Gallons}}{\text{Number of Days Elapsed}}$ = Gallons Per Day

[6] Computed by: $\frac{\text{Gallons Per Day}}{1440}$ = Gallons Per Minute

[7] Computed by: $\frac{\text{Gallons Per Minute}}{448.83117}$ = Cubic Feet Per Second (cfs)

The factor 448.83117 is defined on page 6 of our agreement with Harvey

[8] These figures pertain only to those waters of the Furnace Creek water distribution system which flow through the two million gallon storage tank -- water of the Furnace Creek Inn Source (to which Harvey is entitled to 0.15 cfs) is not included in these figures.

Fred Harvey's "entitlement water" is defined as 1.914 cfs (1.634 cfs from Furnace Creek Wash plus 0.28 cfs from Texas Spring), see page 2 of the agreement.

[9] Water usage in excess of 1.914 cfs (Harvey's entitlement) plus 0.536 cfs (fixed sale water), as defined on pages 2 and 15 of 1969 agreement.

Note:

Results of calculations reported in above table are rounded to indicated decimal place, however, consecutive calculations were made using a programmable calculator without rounding of previous results (i.e., calculator carries out more decimal places than reported).

00-00-0000: memorandum to regional director regarding field trip to death valley, nevada-california december 6 - 8, 1982 cont; january 12, 1983

DEATH VALLEY NATIONAL MONUMENT

Furnace Creek Area

Flow figures for "NPS Meter," water collection and distribution system (includes Texas Springs, Travertine Springs, and Furnace Creek Wash), i.e., all flows which pass through the two million gallon storage tank. Note: Water of Furnace Creek Inn Trace (Inn Tunnel Source) is not included.

Date[1]	Days[2] Elapsed	Meter Readings,[3] Gallons	Total Usage[4] For Period, Gallons	Average Daily Usage: Gallons[5] Per Day	Average Daily Usage: Gallons[6] Per Minute	Average Daily Usage: Cubic Feet[7] Per Second
Oct. 1, 1979	--	15,487,000	--	--	--	--
Oct. 31, 1979	30	19,345,000	3,858,000	128,600	89.30556	0.19897
Nov. 30, 1979	30	23,375,000	4,030,000	134,333	93.28704	0.20784
Dec. 31, 1979	31	26,283,000	2,908,000	93,806	65.14337	0.14514
Jan. 31, 1980	31	27,657,000	1,374,000	44,322	30.77957	0.06858
Feb. 29, 1980	29	28,931,000	1,274,000	43,931	30.50766	0.06797
March 31, 1980	31	31,420,000	2,489,000	80,290	55.75717	0.12423
April 30, 1980	30	33,699,000	2,279,000	75,967	52.75463	0.11754
May 28, 1980	28	35,438,000	1,739,000	62,107	43.12996	0.09609
July 1, 1980	--	no reading				
July 31, 1980	64	37,521,000	2,083,000	32,547	22.60200	0.05036
Aug. 29, 1980	29	not working				
Sept. 30, 1980	32	not working				
Oct. 30, 1980	30	not working				
Dec. 1, 1980	32	not working				
Jan. 2, 1981	32	not working				
Feb. 2, 1981	31	not working				
March 2, 1981	28	not working				
March 31, 1981	29	not working				
May 1, 1981	--	38,432,000 (appears to be inconsistent with other readings, data not used)				
June 1, 1981	--	543,000 (appears to be inconsistent with other readings, data not used)				
Sept. 2, 1981	--	1,140,000 (appears to be inconsistent with other readings, data not used)				
Sept. 30, 1981	--	1,919,000 (appears to be inconsistent with other readings, data not used)				
Dec. 1, 1981	62	10,780,000	--	--	--	--
Jan. 4, 1982	34	11,382,000	602,000	17,706	12.29575	0.02740
Feb. 1, 1982	28	12,186,000	804,000	28,714	19.94048	0.04428
March 1, 1982	28	13,541,000	1,355,000	48,393	33.60615	0.07487
April 2, 1982	32	15,532,000	1,991,000	62,219	43.20746	0.09627
May 3, 1982	31	17,422,000	1,890,000	60,968	42.33871	0.09433
May 31, 1982	28	19,351,000	1,929,000	68,893	47.84226	0.10659
July 2, 1982	32	21,272,000	1,921,000	60,031	41.68837	0.09288
Aug. 1, 1982	30	23,712,000	2,440,000	81,333	56.48148	0.12584
Aug. 30, 1982	29	26,265,000	2,553,000	88,034	61.13506	0.13621
Sept. 30, 1982	31	29,059,000	2,794,000	90,129	62.58961	0.13945
Nov. 1, 1982	32	32,870,000	3,811,000	119,094	82.70399	0.18426
Nov. 29, 1982	28	35,942,000	3,072,000	109,714	76.19048	0.16975

[1] Date of meter reading

[2] Number of days between consecutive meter readings; (by convention) determined by counting all of the day of the oldest reading, and none of the day of the most current reading.

-- continued on following page --

[3] Meter readings from "NPS Meter" located at the two million gallon storage tank.

[4] Computed by subtraction of consecutive meter readings in previous columns

[5] Computed by: $\frac{\text{Total Usage for Period, Gallons}}{\text{Number of Days Elapsed}}$ = Gallons Per Day

[6] Computed by: $\frac{\text{Gallons Per Day}}{1440}$ = Gallons per Minute

[7] Computed by: $\frac{\text{Gallons Per Minute}}{448.83117}$ = Cubic Feet Per Second (cfs)

The factor 448.83117 is defined on page 6 of our agreement with Harvey

Note:

Results of calculations reported in above table are rounded to indicated decimal place, however, consecutive calculations were made using a programmable calculator without rounding of previous results (i.e., calculator carries more decimal places than reported).

00-00-0000 footnotes to table

DEATH VALLEY NATIONAL MONUMENT

Furnace Creek Area

FLOW OF SOURCES

I Texas Spring, Travertine Spring(s), and Furnace Creek Wash -- These sources contribute water which (1) is used by Fred Harvey, (2) is used by Park Service, or (3) overflows the pipeline system in Furnace Creek Wash.

Date		Texas Spring	Furnace Creek Wash (Lower Travertine Springs)*	Travertine Spring(s) (Upper Travertine Springs)	Total flow as per this date
May 16, 1978	by USGS	0.45 cfs	1.68 cfs	1.71 cfs	3.84 cfs
Jan. 24, 1979	by USGS	0.44 cfs	1.45 cfs	1.59 cfs	3.48 cfs
Jan. 17, 1980	by USGS	0.47 cfs	1.53 cfs	1.66 cfs	3.66 cfs
Dec 10-12, 1980	by USGS	0.42 cfs	1.27 cfs	1.59 cfs	3.28 cfs
Jan. 13, 1982	by USGS	0.43 cfs	1.39 cfs	1.59 cfs	3.41 cfs
Dec. 8, 1982	by NPS	0.34 cfs	1.40 cfs	1.70 cfs	3.44 cfs

All measurements made by use of flume rating. No flow in "overflow" flume at any time.

* Collection flume from 2 sources

II Furnace Creek Inn Tract (Inn Tunnel Source)

Date	Flow to NPS	Flow to Harvey[1]		Total
Jan. 25, 1979	0.20 cfs	0.70 cfs	by USGS	0.90 cfs
Jan. 16, 1980	0.13 cfs	0.51 cfs	by USGS	0.64 cfs
Dec. 11, 1980	--	0.39 cfs	by USGS	--
Jan. 16, 1981	0.12 cfs	0.49 cfs	by USGS	0.61 cfs
Jan. 13, 1982	0.17 cfs	0.88 cfs	by USGS	1.05 cfs
"V" Notch weir plate replaced in Sept. 1982				
Dec. 8, 1982	0.23 cfs	0.32 cfs	by NPS	0.55 cfs

III Total for Water Distribution System (all of the above)

Jan. 24 - 25, 1978	4.38 cfs
Jan. 16 - 17, 1979	4.30 cfs
Dec. 10 - 12, 1980	--
Jan. 13, 1982	4.46 cfs
Dec. 8, 1982	3.99 cfs

[1] Harvey's "entitlement water" to this source is 0.15 cfs, as defined on page 2 of 1969 agreement.

00-00-0000: Flow Table for Furnace Creek Area (1978-82)

06-19-1980: Memo to NPS Regional Director from NPS-WRD re: field trip to Furnace Creek on May 27-29, 1980

WASO (4920

RECEIVED
Western Regional Office
JUN 30 '80

Regional Director		
Dep. Regional Dir.		
Operations Eval.		
Administration		
Operations		
Res. Mgmt. Plan		
EEO		
Public Affairs		

Action Taken

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JUN 26 8 48 AM 80

United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:

L54
DEVA/Furnace Creek
(WR)RW

June 19, 1980

LINDA: Please file in Death Valley Furnace Creek Water Right corr. file

Memorandum

To: Regional Director, Western Region

Through: Associate Regional Director, Resource Management and Planning, Western Region
Chief, Division of Water Resources, Western Region

From: Hydrologist, Division of Water Resources, Western Region

Subject: Field trip to Furnace Creek, Death Valley National Monument, California-Nevada, May 27-29, 1980

Purpose of Trip: To conduct a final inspection of the flume system and its operation and to evaluate the water distribution system as it now functions in determining the amount of water usage by Fred Harvey. Additionally, to obtain some evaluation of Harvey's present usage as it relates to his water right and the May 5, 1969 NPS - Fred Harvey agreement which defines three classes of water usage, i.e., entitlement water, salable water, and excess water. Harvey has full water rights to 2.065 cubic feet per second (cfs). Water in excess of this amount up to an additional 0.536 cfs is classed as "salable" and water in excess of that amount is classed as "excess" water.

Itinerary: Departed San Francisco on May 27 and returned May 29.

Companions: None.

Accomplishments and/or Observations: A field inspection of the flumes/wier was made. All of the structures are properly constructed and functioning as designed with the exception of the system located in Furnace Creek Wash. Within this system a baffling has been placed in the overflow trough. This baffling was placed by the DSC to back up water over the intake pipeline in order to reduce air entrainment. Unfortunately, this backing up process drowns out the adjacent Parshall flume.

Denver Service Center representatives report that the master flow meters of the water distribution system are calibrated and accurate to within 1% (see enclosure 1). These meters are the system inflow meter, the NPS outflow meter, and the Fred Harvey outflow meter. Four other meters measure Harvey's water usage at various parts

Year of the Visitor

of his system and thus the total of the four should equal the master Harvey outflow meter. One of these meters is not yet functioning, the cause is unknown.

Based on monthly readings of the master Harvey outflow meter, the amount of water which Harvey is using (and has used since November) is not only above his entitlement but is beyond the classification of salable water and is thus within the "excess" water category.

Recommendations: It is recommended that the Superintendent, through the Region, request assistance in solving the air entrainment problem of the system intake such that the baffling may be removed thus allowing proper operation of the flume in Furnace Creek Wash.

It is also recommended that staff gages be placed in the stilling wells of the flume system in order that readings be more accurately made. These staff gages will also serve as the reference datum in the event that recorders are ever placed on the flumes in order to provide total flow figures. This work should be accomplished by the Geological Survey. The installation of recorders would allow for a check on the master flow meter.

The nonfunctioning flow meter in Harvey's distribution system should be repaired. It is suggested that assistance in this matter be requested by the Superintendent, through the Region.

Regarding Harvey's water usage and compared to his water right entitlement, it is recommended that further discussions, involving legal counsel, are necessary in order to determine the appropriateness of beginning billing to Harvey for the sale of water. In that "salable" and "excess" water is being used, it is recommended that a formal NPS decision be sought regarding our consent to sell water within each of these categories, as well as the specifics of the billing procedure.

Conclusions: A solution which will allow for the removal of the baffling from the flume trough in Furnace Creek should be sought. Staff gages should be placed on the flumes to provide for more accurate readings. The nonworking meter in Harvey's distribution system should be replaced or repaired in order to fully complete the water distribution system, although this may not be a legal requirement before billing of Harvey is commenced. The total usage by Harvey is indicated by the master flow meter to his system which DSC has calibrated, and thus billing could be based upon those readings.

For the first time, we are aware of Harvey's water usage. Charges for "salable" water and "excess" water should be levied for these waters upon our decision to sell such water as specified in the agreement, and in consonance with changing policy of the Service since the agreement was signed.

It is proposed that the Superintendent meet with the Regional staff to determine the proper park position regarding the sale of water above Harvey's entitlement, as well as particulars of the billing process, e.g., time, cost per unit volume, etc.

William Werrell

I concur:

(Sgd) Bruce M. Kilgore

Associate Regional Director, Resource Management and Planning, Western Region

JUN 22 1980

Date

Approved:

FOR (SGD) JOHN H. DAVIS

Howard H. Chapman
Regional Director, Western Region

JUN 24 1980

Date

Enclosure

cc:
Supt. Death Valley w/encl
Denver Service Center - Pacific Northwest/Western Team
Attn: John Ballard w/encl.
WASO (492) Attn: Vic Berte' w/encl.

00-00-0000: memorandum to files regarding status of water meters - furnace creek system; may 28, 1980

OPTIONAL FORM NO. 10
JULY 1973 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

D5039
S7217

TO : Files

DATE: May 28, 1980

FROM : Superintendent

SUBJECT: Status of Water Meters - Furnace Creek System

The subject metering status was discussed this date in conference call with Mike Fox in Grand Canyon.

As of this date, the situation with metering the Furnace Creek System is this: The inflow meter at the storage facility is accurate to within one per cent when compared with the two outflow meters. The accuracy of these meters is being checked periodically by NPS personnel. The meter at Furnace Creek Inn is not working. (Mike attempted to get this meter to work during his last visit to Death Valley but was unsuccessful.) However, the prior electrical problems at the Inn have been corrected by Fred Harvey. The meter at the Fred Harvey dormitory has been replaced with a mechanical meter. The meters for the Ranch property and the meter at the Inn pool are working. Since the other Inn meter has not functioned it has been impossible to compare the readings of the four meters serving the Fred Harvey operations to their single outflow meter reading.

Mike Fox suggested Sparling Meter Company be authorized to come in and get these meters working. However, all parties to this call are aware there is currently a dispute between Stratton Brothers and the Sparling Company on a previous order to Sparling to take corrective action. Stratton Bros. refused to pay the service bill, saying the meter problem is Sparlings. As of this date there is no resolution to getting the Furnace Creek Inn meter working. In the meantime, Fred Harvey has no way of determining how much water they are using at their various operations, but they have a total use reading.

Mike Fox reminded us all piping to the meters is new so leaks in the lines should not be a problem in determining meter accuracy.

George Vander Lippe

5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

00-00-0000: memorandum to regional director regarding death valley, package 111, furnace creek water system, furnace creek; january 10, 1980

27219

D5039-DSC-TWE

January 10, 1980

Memorandum

To: Regional Director, Western Region

From: Assistant Manager, Pacific Northwest/Western Team, DSC

Reference: Death Valley, Package 111, Furnace Creek Water System, Furnace Creek, Post Construction

Subject: Flow Meters

During the November work session, Mr. Patton requested a status report on the flow metering problem at Furnace Creek. The background and status is as follows.

The new water system is designed so that water from each source can be measured, using Parshall flumes or open channel current meters. In addition, water is measured by means of ultrasonic flow meters on the inlet and outlet of the 2,000,000 gallon reservoir; on the line feeding the National Park Service steel reservoir; and on each service to Fred Harvey facilities. The latter meters were required by the water agreement between the National Park Service and Fred Harvey. Because of the travertine and other minerals in the water, we selected this type of meter since they have no moving parts, and in theory, should be very accurate.

During construction, the ultrasonic meters did not work properly and the manufacturer was required to test and adjust the meters several times. The meter serving the concession employee dormitory was finally removed and replaced with a conventional water meter.

Because of a power supply problem with the meter serving the Furnace Creek Inn and suspected pipeline losses in the line to the Furnace Creek Ranch, we have not been able to verify the accuracy of the individual meters on each service line. The meters in the chlorina-

tion building were tested, however, and we found that the sum of the outflows from the 2 million gallon reservoir was within one percent of the reservoir inflow. We feel that this is acceptable accuracy and that the 10-inch master meter in the chlorination building is adequate for measurement of Fred Harvey's water use. The individual meters can serve as a check on the use in each Fred Harvey facility, but we originally assumed that all billing and official flow measurement would be based on the 10-inch master meter.

We recommend that records be kept for the three meters in the chlorination building and the total of the two reservoir outlet meters compared periodically with the reservoir inflow meter. This will tell us if the meters are retaining their accuracy.

In addition, we recommend that records of the individual service meters be kept and the total of all of Fred Harvey's services be compared periodically with the 10-inch meter in the chlorination building. We will check the accuracy of all of the meters as soon as the power is restored to the meter serving the Furnace Creek Inn.

If you find that the meters are not working properly, please let us know and we will try to get the manufacturer back for further work. The ultimate answer may be to replace the meters with another type, but we feel that, because of the investment involved, we should make every effort to make the existing installation work.

Kenneth Raithel, Jr.

cc:
Supt., Death Valley
DEVA-Proj. Supv. Fox

00-00-0000: notice to review to regional director and others regarding drawing 143-41053, sheets 28 and 29, collection and measurement box modifications, package 111; january 10, 1980

Werrell has copies 4/78

August 26, 1977

Werrell taking to DEVA week of 9/24

NOTICE TO REVIEW

To: Regional Director, Western Region
Deputy Regional Director
Associate Regional Director, Operations
Associate Regional Director, Administration
Associate Regional Director, Resource Management & Planning
Chief, Park Planning
Chief, Environmental Quality
Chief, Maintenance
Office of Programs and Budget

Subject: Drawing 143-41053, Sheets 28 and 29, Collection and Measurement Box Modifications, Package 111, Death Valley

Comments Due: September 9, 1977

Action Office: DPB

The subject material is now on the plan review table in the Programs and Budget Office. We would appreciate your review, comments and recommendations.

Charles C. Cunningham
Programs Analyst

Please return this notice to the Programs and Budget Office.

COMMENTS:

From: Division of Water Resources 9/9/77

Sheet 29: Comments made on drawing.

Sheet 28: Furnace Creek Wash measurement box - Further consideration should be given to the design of the measurement system at this location. The present design allows the lower flume to "drown out" when the reservoir is full. This condition will cause difficulty in both rating the flume and in working up flow computation from the recorder charts. Also, the design does not allow for independent discharge measurements.

September 12, 1977

Division of Water Resources Comments Regarding Drawing 143-41053, Sheets 28 and 29, Collection and Measurement Box Modifications, Package 111, Death Valley.

Sheet 29: General Comment: The aluminum covers on the flumes should be installed with hinges on one side and lock hasps on the other side. This will allow easy entry. Thus the measuring boxes will be properly constructed so that use of the trough for a measuring section may be accomplished without later alteration.

Section C - C: The 6" PVC inflow line should enter the concrete trough at a higher elevation than indicated on the drawing. Additionally the end of the pipe should be equipped with an elbow, the open end downward. These changes will allow the water to free fall into the trough and thus allow for a visual inspection of the flow. The elbow will direct the flow downward and therefore serve to insure the proper flow velocity at the flume end of the trough.

Sheet 28: Furnace Creek Wash measurement box - Further consideration should be given to the design of the measurement system at this location. The present design allows the lower flume to "drown out" when the reservoir is full. This condition will cause difficulty in both rating the flume and in working up flow computation from the recorder charts. Also, the design does not allow for independent discharge measurements.

May 6, 1977

This supplements telephone conversations between members of the Division of Water Resources, and members of the Denver Service Center, wherein devices and/or construction of measurement points of the new water distribution system at Furnace Creek, Death Valley have been discussed. Details of these devices (collection and measurement box) are presented in the preliminary drawing of January 28, 1976. The importance of these devices relate directly to the legal water rights of Fred Harvey, Inc., and over the years will greatly assist in monitoring of this natural resource.

We propose that these devices be redesigned in order to (1) provide a more accurate measurement of the water, (2) allow for an independent calibration check and (3) readily and properly allow for recorder installation which will provide data by which continuous discharge may be calculated. The device which we recommend is basically composed of four parts: (1) a "Bob-Tailed" Parshall Flume. The exact dimensions of the flume are determined by first selecting the proper throat width which is appropriate for the maximum discharge to be measured. Other dimensions of the flume are listed and illustrated in enclosure 1, (2) a long, narrow concrete trough. The flume should be placed at the end of a trough, water entering the trough at the opposite end. The trough width should be slightly greater than the dimension "A" of the selected flume. The length of the trough should be 10 times the dimension "A". The flume bottom should be placed about 1" above the trough bottom. The purpose of the flume is to allow for a current meter discharge measurement (an independent flow measurement). The length of the trough will be sufficient to allow for uniform water velocity profiles which are necessary for a valid current meter measurement, (3) a place for a recorder to be installed. The proper place for recording water stage is shown as "Ha" in enclosure 1. At "Ha" two or three holes may be drilled up the flume side (with one at the extreme bottom). These holes will allow water to enter a stilling well. This well should be large enough to easily accommodate an 8-inch diameter float. The well depth should be two-three inches below the flume bottom. Another "hole" or "well" should be situated about three-four inches distant from the stilling well. This "hole" (not connected to water flow) will serve to accommodate the recorder "float counter-weight." (4) A box situated downstream of the flume - the bottom of this box should be about 1.5 ft lower than the trough bottom. This box serves to collect water from the flume by free fall. The collected water is conveyed away by pipeline.

The above described device is believed capable of fully satisfying all present and future water measurement demands. These devices should be placed at the following locations:

(1) Texas Spring - 3" Flume
(2) Tiles in Wash - 3" Flume
(3) Travertine Springs - 9" Flume (Situated at the junction of the two pipelines from upper and lower Springs. A valve on one pipeline).

The water distribution system is designed to allow excess water to "backup" in the pipeline and overflow into the Wash. The site of this disposal is at the junction of the two pipelines of Travertine Springs. Enclosure 2 is a model of two 9" Parshall Flumes situated such that the box below the first flume is also the upper end of another trough. The second flume will thus register outflow (overflow) of the system. The model is built to the scale of 1" = 2 ft (cardboard thickness approximately equals 1/4 ft or 3inches).

01-00-1977: Water System Study for Fred Harvey Company, Furnace Creek, CA (excerpts)

WATER SYSTEM STUDY

FOR

FRED HARVEY COMPANY

FURNACE CREEK, CALIFORNIA

January, 1977



ENGINEERING • ARCHITECTURE • PLANNING • SYSTEMS • ECONOMICS

INDEX

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APPENDIX

Table I. Cost Estimate - N. P. S. Plan As Submitted
Table II. Cost Estimate - Alternative No. 1
Table III. Cost Estimate - Alternative No. 2
Table IV. Cost Estimate - Alternative No. 3

Plate No. 1. Alternative No. 1
Plate No. 2. Alternative No. 2
Plate No. 3. Alternative No. 3
Plate No. 4. Suggested Plumbing Plan
Plate No. 5. Suggested Plumbing Plan
Plate No. 6. Flow Test Locations

II. GENERAL CONDITIONS

The existing water system has been in service for some time. Parts of the system date back to operations of the U.S Borax and Chemical Corporation. Plans and construction details are therefore very limited and much of the information regarding locations, flows, and general condition is necessarily based on on-site observations, conversations with local personnel, and research of available reports from other agencies.

The waters supplied to Fred Harvey operations presently come from four sources.

1. Travertine Springs
2. Furnace Creek Wash Infiltration System
3. Texas Springs
4. The Inn Tunnel

It is the contention of National Park Service engineers that the flows in Furnace Creek Wash actually arise from the Travertine Springs, and that the flows in the wash will diminish significantly when infiltration trenches are installed to intercept the flow from the springs.

III EXISTING SUPPLY SOURCES

A. Travertine Springs

Flows from the Travertine Springs are collected in a system of shallow ditches. The water flows down the face of the slopes to an intersecting concrete flume which parallels the highway.

The flume is located on the north side of the highway for about .17 miles and then crosses to the south side for an additional .13 miles. At this point the open flume enters a collection and measuring box located at the edge of Furnace Creek Wash.

The open ditches leading to the concrete flume have become over-grown with vegetation and considerable water is undoubtedly lost to evaporation and evapo-transpiration.

At a point in the wash adjacent to the above mentioned collection box, a small pond has been excavated and a portion of the flow from Travertine Springs is allowed to run into the pond. A tanker truck owned by Tenneco hauls water from this pond to the mining operation on a continuing basis. On the south side of the wash and at a somewhat higher elevation, a sump has been excavated and a square notch weir installed. Water flows from the sump over the weir and is carried by buried pipe (probably 8") to the collection box carrying Travertine Springs water. These combined flows are carried westward in a 12" pipe along the wash about .4 mile. There are additional measuring boxes located in the wash along this section of pipe. At the .4 mile point the 12" pipe crosses under the highway and continues on the north side for another .3 mile. The 12" pipe then crosses back to the south side again and follows the south side of the road .46 miles to the old laundry building where it empties into a concrete collection box.

From this collection box the water flows north back across the highway to a valve box at the south end of the Inn swimming pool. At this point water can be diverted into the pool or around the pool to an irrigation ditch. The irrigation ditch continues northwestward to the ranch area where it supplies the irrigation channels located there.

Flows were measured in September of 1976 in the concrete collection trough just below Travertine Springs and at the square notch weir at the sump in the wash. Combined flows from the two sources totaled 3.25 cfs. The condition of the pipe which could be seen above ground appeared to be relatively good. The 12" pipe used in this system has the appearance of good quality steel, and there was no evidence of severe deterioration visible, however, pipe recently exposed by floods was found to be badly deteriorated.

B. Furnace Creek

This supply originates in an infiltration gallery located in the wash a short distance downstream from the collection and measuring box and the sump pond used by Tenneco. The infiltration gallery is composed of perforated pipe buried in the gravel of the wash. The gallery feeds into a 6" line which follows approximately the same route as the 12" line from Travertine Springs described above. The 6" line consists of both steel and plastic construction. Most of the line is not visible and no estimates of condition could be made. Fred Harvey personnel stated that much of this line is relatively new and should be in good condition. The line terminates in a

rectangular concrete storage tank located on a hill just east and north of the Inn. The storage tank is in very poor condition and at the time of the inspection was leaking badly. The major leaks have since been repaired by the N. P. S.

Fred Harvey personnel have indicated that the 6" line which presently supplies all of the potable water to the Inn and Ranch areas has been subjected to flood damage on occasion, but the supply has generally been regarded as reliable over the years. It has been necessary to work the gravel areas near the sump in Furnace Creek after severe rains in order to maintain maximum flow from the infiltration gallery. The system was performing adequately at the time of the inspection.

C. Texas Springs

This spring is located about one mile northeast of the Inn. The main collection system is enclosed in a tunnel and appears to be in good condition except for the ventilator shafts which need renovation or reconstruction. The existing pipeline from the springs to the 10,000 gallon storage tank at the Inn is in poor condition, and at the time of the inspection was dangerously close to complete failure. The worst sections of the pipe have since been repaired.

D. The Inn Tunnel

A tunnel has been constructed through the hill immediately north of the Inn, and a 12" pipe carries an intercepted flow from the interior of the tunnel to the garden area at the Inn. Due to the condition of the tunnel, no attempt was made to enter and explore the source of the flow, which

has been estimated by the Geological Survey to be about 0.15 cfs. On the east side of the hill there is an additional tunnel entrance which leads to a sump which can be reached by an existing ladder. This sump was not explored due to lack of lights and proper safety equipment. However, by approaching the entrance to the sump, the noise made by a significant flow of water in the sump can be heard. This flow is obviously not accounted for in the 0.15 estimate of supply from the Inn Tunnel. The existence of a power supply and a large size pipe system from the tunnel entrance indicates that the source has been utilized in previous times and must have contributed a significant amount of water.

Geological Survey Water Supply Paper 1779-Y discusses the Inn Tunnel Supply and indicates that the supply originates in about 12 sand points passing through a concrete bulkhead at the end of the tunnel. No mention is made of the flow in the sump in the east entrance to the Tunnel. The Geological Survey paper indicates that the tunnel extends to a point at or near the west side of Furnace Creek Wash and terminates there.

IV. PROPOSED DEPARTMENT OF INTERIOR REVISIONS.

A. Travertine Springs

The National Park Service has proposed a complete reconstruction of the Travertine Springs System including installation of infiltration galleries at the sources. It is proposed to collect the flows at two major points located approximately 1400' north of Highway 190 and at two additional smaller

sources closer to the highway. These flows will be carried in 6" pipes buried about 3' below grade. The 6" collection pipes will terminate at a collection and measurement box located on the north side of the highway. The collection box will be provided with a 90° V notch weir with a maximun head range of 15". This box would provide reasonably accurate measurement of flows up to about 3.6 cfs. Existing concrete collection troughs would be abandoned.

From the collection box, a new 12" water line would be installed following generally the north side of the highway for about .8 mile. At this point, the 12" line will turn northward for another .3 mile and terminate at a control valve and chlorinator building adjacent to a 2 million gallon concrete storage reservoir. From the storage reservoir, a new 12" line would be installed to the Inn, a distance of about .42 miles. At this point, a valve box would be installed and a 4" line would be connected to the existing Inn service lines. The 12" line would continue south westward to a second valve box, where a 12" line would be installed to serve the Inn swimming pool. An additional 6" line would also connect to the existing 8" water line to the Ranch area. Flows by-passing the swimming pool and flows from emptying the pool would be connected to a new 12" irrigation line leading to the Ranch area. This line would be approximately .6 of a mile long and would terminate at a valve box about 450' east of the

highway. From the valve box, two 12" lines would serve the Ranch irrigation system. One line 550' long would join the ranch system just north of the Ranch entrance road and the other, 860' long would terminate at the southeast corner of the property.

B. Texas Spring

There are no major changes proposed for the Spring area. New ventilation facilities are proposed to replace the existing vents. From the spring tunnel, it is proposed to install a new 6" water line to the valve and chlorinator building at the 2 million gallon storage tank. A new measurement and collection box would be installed near the exit from the tunnel. Piping would be installed to permit flows from Texas Spring to enter the storage tank, however valves would normally be set to divert the entire flow through 1350' of new 6" line to the existing 500,000 gallon tank. An overflow will be installed to return any excess flow to a natural water course. Location of the overflow is not yet decided.

From the existing 500,000 gallon tank, a new 6" line is proposed to serve the Texas Spring campground area. This line is about .63 miles in length and includes a new valve box to control flow to the Texas Springs Campground. The new 6" line terminates at an existing valve box. From the valve box, a new 3" line continues to the Indian Village area south of the Ranch.

C. Furnace Creek Wash and the Inn Tunnel

The proposed reconstruction plan includes a recommendation to abandon these supplies and to remove the existing concrete 10,000 gallon storage facility from the hill east of the Inn.

V. REVIEW OF THE PROPOSED RECONSTRUCTION PLANS

The proposed plans were reviewed in detail to determine their suitability to meet the requirements of the Fred Harvey installations at reasonable cost. The hydraulic capabilities of the lines were evaluated in terms of required flows. Most of the lines appeared to be properly sized, however some exceptions to the indicated pipe sizes are noted as follows:

a. The IN line from the reservoir to the valve box at the Inn (Station 0 + 00 to Station 28 + 35) is designated to be 12". Calculations indicate that a 10" line will be adequate.

b. The IN line from the junction box at the swimming pool diversion valve at the Inn to the connection with the existing 8" potable water line to the Ranch (Station 28 + 35 to Station 6 + 40) is proposed to be 6". In order to avoid excessive velocities at maximum flow rate, this line should be 8".

c. The by-pass line from connection IN-10 at the Inn pool to the point of connection with line RI at Station 0 + 00 should also be 8".

d. The proposed line RI from Station 0 + 00 to Station 39 + 30 is indicated to be 12". When combined with the capacity of the existing 8"

VIII FLOW MEASUREMENTS AND CALCULATIONS

HD &R Measurements

On September 1, 1976 flow were measured from the Travertine Springs and Furnace Creek Wash areas. Points of measurement are shown on Plate No. 6, attached. Results of the flow measurements were as follows:

Test No. 1- South side of Road, ahead of collection box in wash.

Flume = 12" x 12"

Flow Depth = 2.5"

Velocity = 11 fps (Surface Measure)

Then:

$$Q = AV$$

$$Q = \frac{2.5}{12} \times 1.0 \times 11 = 2.29 \text{ cfs.}$$

Test No. 2 North side of road

Flume = 12" x 14"

Flow Depth = 1.75 "

Velocity = 7.1 fps

Then:

$$Q = \frac{1.75}{12} \times \frac{14}{12} \times 7.1 = 1.25 \text{ cfs}$$

Test No. 3- Overflow weir from sump in Furnace Creek Wash.

-Square Notch Weir = 18" W

h over weir = 4"

then:

$$Q = 3.33 (L-0.2h) (h)^{1.5}$$
$$= 3.33 (1.5- .066) (.34)^{1.5}$$
$$= 3.33 \times 1.43 \times .2$$
$$= 0.96 \text{ cfs}$$

TOTAL FLOW FROM NO. 1 + NO. 3 = 3.25 cfs

U.S.G.S MEASUREMENTS

The estimate of 5.0 cfs referred to in the existing agreement appears to be taken from Table 4 of the "Geological Survey Water-Supply Paper 1779-Y" of 1964. This table shows flows as follows:

Travertine Springs	1.9 cfs
Texas Spring Tunnel	0.5
Undeveloped Springs	0.1
Evapotransportation	0.5
Sump in Furnace Creek Wash	1.3
Buried Tile in Furnace Creek Wash	0.4
Furnace Creek Inn Tunnel	0.3
TOTAL	5.0

From the measurements and observations made during the September 1, 1976 inspection of the system, it seems likely that the actual total flow from these springs will exceed 5.0 cfs, particularly if the underflow to Furnace Creek Wash is substantially intercepted.

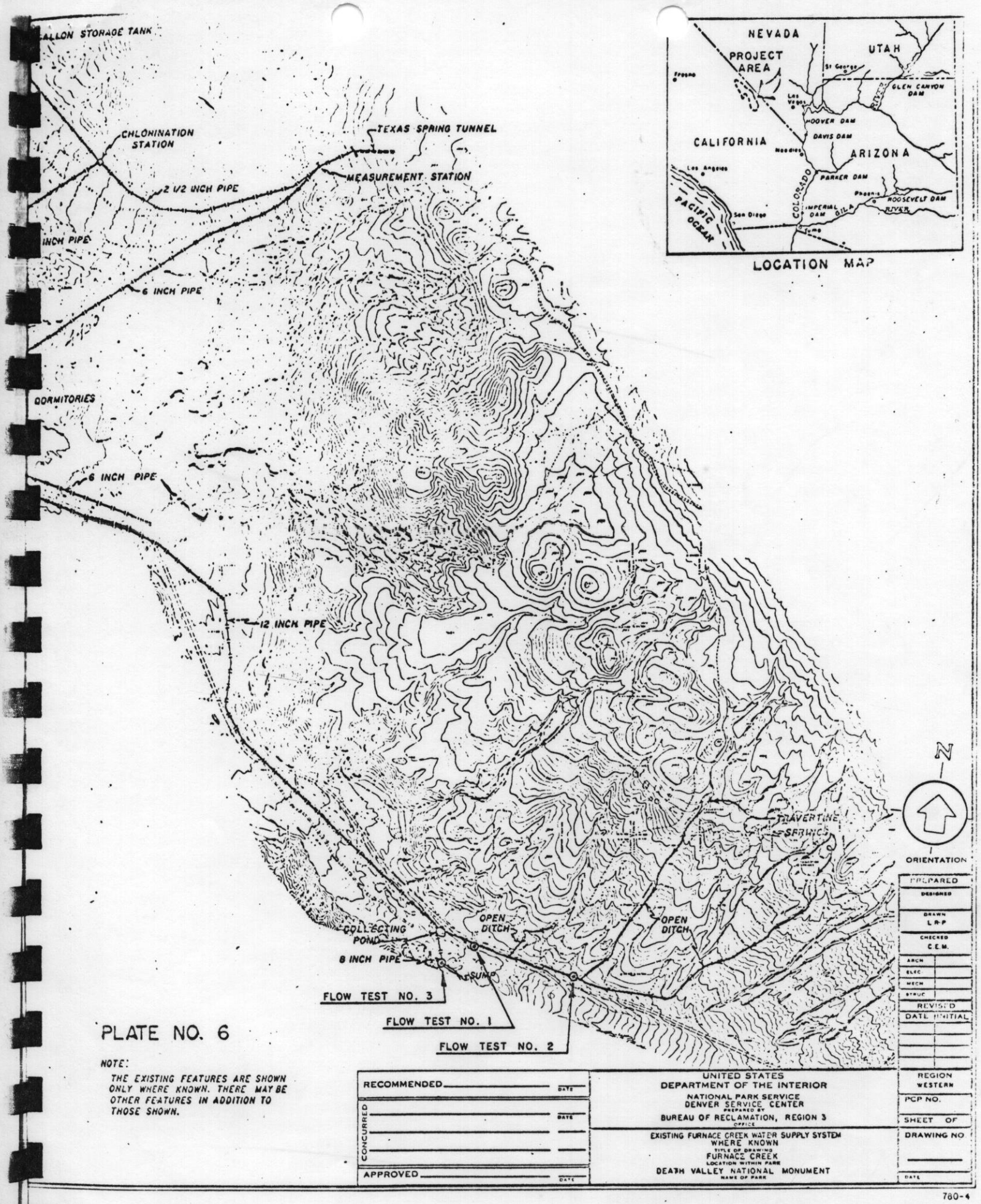


PLATE NO. 6

NOTE:
THE EXISTING FEATURES ARE SHOWN ONLY WHERE KNOWN. THERE MAY BE OTHER FEATURES IN ADDITION TO THOSE SHOWN.

PREPARED	
DESIGNED	
DRAWN	L.A.P.
CHECKED	C.E.M.
ARCH	
ELEC	
MECH	
STRUC	
REVISED	
DATE	INITIAL
REGION	WESTERN
PCP NO.	
SHEET	OF
DRAWING NO	
DATE	

RECOMMENDED _____ DATE

CONCURRED _____ DATE

_____

_____

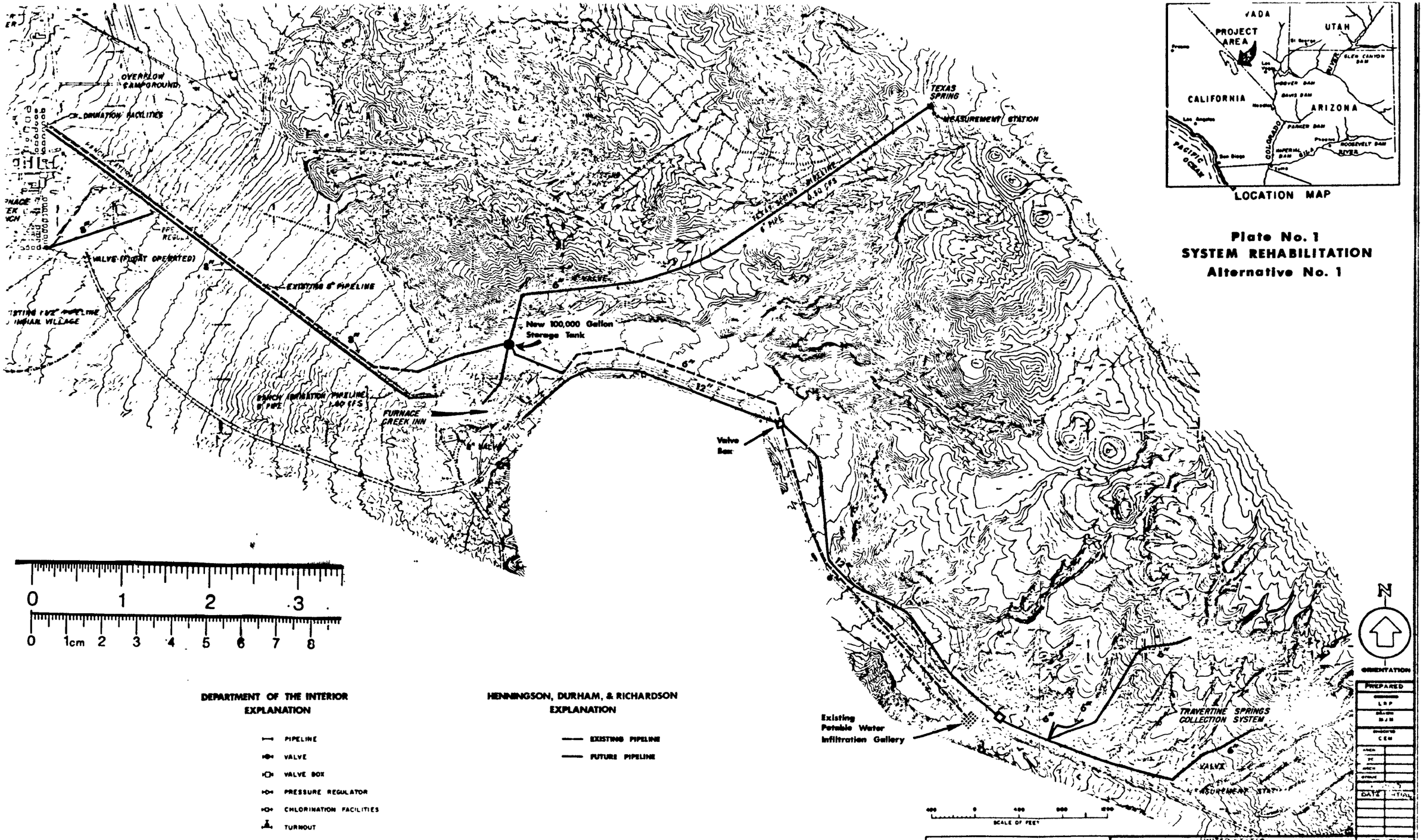
APPROVED _____ DATE

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DENVER SERVICE CENTER
PREPARED BY
BUREAU OF RECLAMATION, REGION 3
OFFICE

EXISTING FURNACE CREEK WATER SUPPLY SYSTEM
WHERE KNOWN
TITLE OF DRAWING
FURNACE CREEK
LOCATION WITHIN PARK
DEATH VALLEY NATIONAL MONUMENT
NAME OF PARK

780-4

00-00-0000: topographic map of deva with pipeline locations



LOCATION MAP

Plate No. 1
SYSTEM REHABILITATION
Alternative No. 1

DEPARTMENT OF THE INTERIOR
EXPLANATION

- PIPELINE
- VALVE
- VALVE BOX
- PRESSURE REGULATOR
- CHLORINATION FACILITIES
- TURNOUT
- FLOWMETER
- MEASUREMENT STATION

HENNINGSON, DURHAM, & RICHARDSON
EXPLANATION

- EXISTING PIPELINE
- FUTURE PIPELINE

PREPARED
L.S.P.
CHECKED
C.E.M.
DATE
INITIAL

RECOMMENDED _____ DATE
CONCURRED _____ DATE
APPROVED _____ DATE

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DENVER SERVICE CENTER
BUREAU OF RECLAMATION, REGION 3

PLAN OF DEVELOPMENT
FURNACE CREEK WATER SUPPLY SYSTEM
DEATH VALLEY NATIONAL MONUMENT

REGION
DSC NO.
SHEET OF
DRAWING NO.

PRELIMINARY 780 - 2

00-00-0000: letter to national park service; regarding enclosed records for 1968 of discharge of texas-travertine springs; january 29, 1969

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR

Cal-807-0(14)

GEOLOGICAL SURVEY
Water Resources Division
District Office
855 Oak Grove Avenue
Menlo Park, California 94025

RECEIVED
San Francisco Planning and Service Center
Office of Land and Water Rights
NATIONAL PARK SERVICE
JAN 3 1 1969

ACT. | INFO. | INITIALS | DATE
CHIEF
EXCHANGE
Chaver
WATER RIGHTS
FILE

COPY TO WRD (2 COPIES) DATE 2/5/69
FOR YOUR [X] INFORMATION [ ] ACTION
OFFICE OF LAND & WATER RIGHTS, SSC

January 29, 1969

Chief, Office of Land and Water Rights
National Park Service
San Francisco Planning and Service Center
450 Golden Gate Avenue
Federal Building, Box 36025
San Francisco, California 94102

Dear Sir:

Enclosed are records for 1968 of the discharge of the Texas-Travertine Springs and the water level in test well 27N/1E-24E1 in Death Valley National Monument. These records supplement those in U.S. Geological Survey Water-Supply Paper 1779-Y and in previous annual reports.

During 1968 continuous automatic water-level recorders were installed on the test well and on the 18-inch weir at Texas Springs. The water level in the test well fluctuated a few tenths of a foot each day. The period of continuous record is too short to define any seasonal or annual change in water level. The continuous record of discharge from Texas Springs shows a consistent daily fluctuation in flow of a few hundredths of a cubic foot per second. No apparent seasonal fluctuation is discernible during the 7 months of continuous record.

On January 6, 1969, the approach reach to the 9-inch Parshall flume at the Travertine Springs outflow and to the 18-inch weir at South Travertine Spring were partly clogged with vegetation; this material was removed prior to making the measurements.

The 1968 records do not indicate any significant change from previous years.

Very truly yours,

R. Stanley Lord
for District Chief

Enclosures

00-00-0000: measurements of discharge for the texas and travertine springs at furnace creek for the 1968 calendar year

MEASUREMENTS OF DISCHARGE FOR THE TEXAS AND TRAVERTINE SPRINGS
AT FURNACE CREEK DEATH VALLEY FOR THE 1968 CALENDAR YEAR

[Measurements by Death Valley Hotel Co., except as indicated]

Date	Texas Springs 27N/1E-23B1 (See p. 14 of WSP 1779-Y)	F.C. tunnel 27N/1E-22H1 (see p. 14 and 15 of WSP 1779-Y)	Travertine Springs 27N/1E-23R1, 25D1, 25D2, 26A1-7 (See p. 15 of WSP 1779-Y)	South Travertine Springs 27N/1E-26B1 (See p. 16 of WSP 1779-Y)	6-inch domestic F.C. wash 27N/1E-26B2 (See p. 16 of WSP 1779-Y
	18-inch weir	6-inch flume	9-inch flume	18-inch weir	12-inch weir
	cfs	cfs	cfs SECOND	cfs	cfs
2-5-68	0.435	0.31	1.90	1.283	0.465
3-7-68	.435	.31	2.06	flooded	flooded
4-3-68	.435	.34	2.02	1.327	.419
5-6-68	.435	.31	1.86	1.283	.419
6-3-68	.435	.34	1.86	1.283	.419
7-2-68	.435	.31	2.06	1.283	.419
8-5-68	.435	.31	2.10	1.196	.419
9-4-68	.435	.31	1.86	1.196	.419
10-4-68	.435	.36	1.98	1.196	.442
11-1-68	.435	.31	2.10	1.19	.419
12-4-68	.435	.26	2.10	1.239	.225 ?
1-2-69	.435	.31	1.98	1.283	.465
1-6-69 [1]	.46	.29	2.08	1.33	.49

[1]Measurements by U.S. Geological Survey.

Experimental form
CAL 66-1

UNITED STATES GEOLOGICAL SURVEY - WATER RESOURCES DIVISION

GROUND-WATER LEVELS IN OBSERVATION WELLS

CALIFORNIA COUNTY **Inyo** AREA OR BASIN ~~Death Valley National Monument~~ **Death Valley Hydro Subarea (V-9.A1)**

State number **27N/1E-24E1 S** Depth of well **250** ft. Altitude of land-surface datum **490** feet above mean sea level

Well-code number **362711N1164943.1**

Description of well: **U.S. Department of the Interior, National Park Service (Test well). About 1½ miles east of Furnace Creek Inn. Drilled unused water-table well in alluvium, diameter 14 inches.**

Records available **1958-59, 1962, 1964-** Highest water level ____ ft. ____, 19____ Lowest ____ ft. ____, 19____

All water levels are referenced to **land-surface datum.**

1966		1967		1968		1969		1970	
Date	Water level	Date	Water level	Date	Water level	Date	Water level	Date	Water level
Jan. 6	75.22	Jan. 11	75.30	Jan. 12	75.22	Jan. 6	75.33		

State number 27N/1E-24E1 S

00-00-0000: united states geological survey ground-water levels in observation wells

NATIONAL PARK SERVICE
FEB 7 - 1969
WESTERN REGIONAL OFFICE

00-00-0000: stamp for the national park service; february 07, 1969

TABLE 5.—*Chemical analyses of spring water in the Furnace Creek Wash area*

Constituents are in parts per million. All values are rounded to conform to the standards of the Geological Survey, Quality of Water Branch. Values preceded by the letter *a* were calculated and are approximate.

Source of data: DPH, California Department of Public Health; DWR, California Department of Water Resources; NPS, U.S. National Park Service; USGS, U.S. Geological Survey.

Temperature: The temperature of the water is at the point of collection, in degrees Fahrenheit. For the temperature of the water at the point of discharge, see table 1.

Dissolved solids by evaporation, analytically determined.

Dissolved solids calculated: Arithmetic total of all constituents determined, except for bicarbonate which is divided by 2.03 to obtain the carbonate equivalent.

USGS No.	Date collected	Lab. or Field No.	Source of data	Temperature (°F)	Silica (SiO_2)	Iron (Fe)	Calcium (Ca)	Magnesium (Mg)	Sodium (Na)	Potassium (K)	Lithium (Li)	Bicarbonate (HCO_3)	Carbonate (CO_3)	Sulfate (SO_4)	Chloride (Cl)	Fluoride (F)	Nitrate (NO_3)	Boron (B)	Dissolved solids: By evaporation	Dissolved solids: Calculated	Hardness as $CaCO_3$	Percent sodium	Specific conductance (micromhos at 25°C)	pH
27/1-3A1	4- 8-55	P631-311	DWR	100	----	----	45	20	146	10	------	345	0	178	37	2.0	1.9	0.61	603	611	a195	60	702	8.3
3K1	12- 1-56	21083	USGS	----	----	----	----	----	----	----	----	----	----	----	180	3.6	-----	11	-----	---------	46	-----	2,360	----
3P1	12- 1-56	21084	USGS	73	----	----	----	----	----	----	----	----	----	----	22,200	11	-----	327	-----	---------	214	-----	56,800	----
22H1	4- 5-57	T369-2171	DWR	91½	26	----	40	22	180	13	------	378	0	208	50	2.5	0	1.6	810	a729	a190	a65	1,140	7.6
23B1	11-27-53	S206-3767	DWR	------	----	----	36	21	160	11	------	310	17	166	54	4.0	0	1.0	634	623	a176	a65	1,000	8.5
23B1	4-11-56	R1125-3696	DWR	87	----	----	35	18	154	12	------	342	----	156	35	3.7	1.9	.88	607	584	a162	65	953	7.8
23B1	4- 5-57	T370-2122	DWR	91	25	----	35	20	155	12	------	348	0	160	43	2.0	0	1.0	716	a599	a170	a65	1,010	7.9
23R1	4-22-54	4226-2718	DWR	90	----	----	38	20	150	14	------	354	0	165	40	4.0	1.0	.86	593	606	a177	a63	966	8.1
25D1-2	4-11-56	R1125-3697	DWR	88	----	----	36	19	159	12	------	351	0	169	37	4.0	3.7	.88	616	613	a168	65	968	7.7
26A1-7																								
25D1	3-25-54	----------	USGS	90	43	----	26	22	145	11	0.13	321	----	158	39	3.0	0	0	----	605	a155	a65	949	8.0
26B1	4-11-56	R1126-3698	DWR	80	----	----	40	20	160	12	------	363	0	179	41	4.0	2.9	1.5	644	639	a182	64	1,020	7.5
28/1-34N1	12- 1-56	21082	USGS	74	----	----	52	38	253	16	------	455	0	a352	74	4.4	-----	1.3	-----	a1,010	284	64	1,580	7.7
36G1	11-30-53	S194-3764	DWR	------	----	----	38	32	250	15	------	403	10	307	77	4.0	0	1.1	938	932	a227	a69	1,420	8.2
36G1	11-29-56	4449	DPH	104	----	----	42	22	138	12	------	317	0	173	34	2.9	1.8	1.2	625	583	192	a59	--------	7.9
36K1	3- 3-57	21836	USGS	69	----	----	30	43	408	30	------	575	0	a535	101	2.0	-----	1.7	-----	a1,430	250	75	2,120	7.7
Test well	11-24-58	28599	USGS	97	----	----	32	23	140	11	------	322	0	a157	40	1.0	-----	1.0	-----	a569	176	62	955	8.1

WSP 1779-Y

00-00-0000: table 5. chemical analyses of spring water in the furnace creek wash area

07 OTHER

Death Valley National Park

FURNACE CREEK AND TEXAS SPRINGS

Other Supporting Information

<html><body>11-07-2001: Letter to Amfac Parks & Resorts from Solicitor regarding Proposed amendment to Agreement Respecting Land and Water Rights, May 5, 1969

</body>
</html>

United States Department of the Interior

OFFICE OF THE SOLICITOR

Rocky Mountain Region
755 Parfet Street, Suite 151
Lakewood, CO. 80215
TELE. (303) 231-5353
FAX (303) 231-5363

November 7, 2001

Mr. Kirk H. Anderson
Vice President & Asst. General Counsel
Amfac Parks & Resorts
14001 E. Iliff, Suite 600
Aurora, CO 80014

RE: Proposed amendment to the Agreement Respecting Land and Water Rights, May 5, 1969

Dear Mr. Anderson:

As you may be aware, the National Park Service ("NPS") has for some time been engaged in assessing the amount of water needed to fulfill the United States' statutory obligation to furnish water to the Timbisha Shoshone Tribe's homeland in Death Valley National Park and restore the riparian areas throughout the Furnace Creek area. As a result of these assessments, NPS determined that all of the water from the water sources in the Furnace Creek area, including Texas Spring and the Inn Tunnel, in excess of the 2.064 c.f.s. of water the delivery of which Amfac is entitled to receive under the 1969 Agreement is required to meet these needs.

The National Park Service is aware that Amfac and its predecessor, Fred Harvey Inc., have had to purchase water in excess of this water delivery entitlement in order to meet seasonal fluctuations in demand. The underlying reason for this historical practice is that the water delivery entitlement was quantified as a constant rate of flow rather than as an annual volume. Thus, Amfac and its predecessor, Fred Harvey Inc., have had to purchase water from NPS when the seasonal demand exceeded this constant rate of flow, yet received no credit for those periods when demand was less than the water delivery entitlement.

<html><body>11-07-2001: Letter to Amfac Parks & Resorts from Solicitor regarding Proposed amendment to Agreement Respecting Land and Water Rights, May 5, 1969

</body>
</html>

In 1977, Fred Harvey Inc. attempted to reduce its need to purchase water from NPS by requesting that the water delivery entitlement be converted to an annual volume. *See* attached Letter, dated May 19, 1977, from Douglas Jensen (counsel to Fred Harvey Inc.) to John McMunn (counsel to NPS). This request was denied by NPS due to the lack of metering on both the discharge from the Furnace Creek area water sources and on usage by Fred Harvey. *See* attached Letter, dated June 23, 1977, from John McMunn to Douglas Jensen. *See also* attached Letter, dated April 29, 1977, from Howard Chapman (NPS Regional Director - Western Region) to Ronald Barr (President - Fred Harvey Inc.).

As you know since 1977, meters have been installed and records have been kept on both the discharge from the Furnace Creek area water sources and on usage by Fred Harvey and Amfac. Given this change in circumstance and in view of the substantial water conservation achievements made by Amfac in recent years, NPS believes that it is now appropriate for it to reconsider its earlier denial of the conversion of the water delivery entitlement provided for in the 1969 Agreement from a constant rate of flow to an annual volume.

Therefore, NPS has determined that it is willing to amend the 1969 Agreement to permit the quantification of the water delivery entitlement as an annual volume of 486,909,288.36 gallons, provided that no more than 45 million gallons be taken in any one calendar month and that NPS have the flexibility to deliver this annual volume from whatever water source or combination of water sources in the Furnace Creek area, including Texas Spring and the Inn Tunnel, that it determines most appropriate. The National Park Service believes that this change in the way the water delivery entitlement is quantified and delivered will benefit not only Amfac by eliminating its need to purchase "fixed sale" water and by enhancing the reliability of its water supply, but will also provide NPS with additional flexibility in its consideration of alternative water collection and riparian restoration strategies in the Furnace Creek area.

We hope that you will likewise recognize the mutual benefits that can be obtained by amending the 1969 Agreement as we have proposed and look forward to receiving your response. If you have any questions regarding this proposal, please contact me at your convenience.

<html><body>11-07-2001: Letter to Amfac Parks & Resorts from Solicitor regarding Proposed amendment to Agreement Respecting Land and Water Rights, May 5, 1969, p.3

Cordially yours,

Peter A. Fahmy
Water Rights Attorney

Enclosures

cc: John T. Reynolds (Superintendent - DEVA)
Linda Greene (Chief of Resources Management - DEVA)
Terry Fisk (Hydrologist - DEVA)
Ralph Mihan (Field Solicitor - ~~San Francisco~~ Oakland, CA)
Chuck Pettee (Chief - NPS Water Rights Branch)
Dan McGlothlin (Team Leader, NPS Water Rights Branch)
Mieteck Kolipinski (NPS Pacific West Region)

BAKER, MANOCK & JENSEN
ATTORNEYS AT LAW
SIXTH FLOOR SECURITY BANK BUILDING
FRESNO, CALIFORNIA 93721

JOHN J. GALLAGHER (1913-1972)

TELEPHONE
AREA CODE 209
442-0550

JOHN H. BAKER
KENDALL L. MANOCK
DOUGLAS B. JENSEN
DONALD R. FISCHBACH
JAMES M. PHILLIPS
ROBERT G. FISHMAN
JILL SPAULDING
HOWARD M. EIDENBERG
JOHN L. B. SMITH
GEORGE L. STRASSER
HAL H. BOLEN II

May 19, 1977

8-467
5002



John McMunn, Esq.
U. S. Park Service
Box 36064
450 Golden Gate Avenue
San Francisco, California 94102

Re: Fred Harvey, Inc. - Furnace Creek
Water Agreement

Dear John:

As we have discussed, my client, Fred Harvey, Inc., is eager to resolve the issues surrounding the Furnace Creek water system. The only item left to be determined concerns the time period during which the water flow used by Harvey in accordance with its entitlement would be measured. I believe I mentioned this question to you in a telephone conversation on February 17, 1977, a couple of days after the large meeting in your San Francisco offices. I brought up the matter since my client's water usage is obviously seasonal and there are times of peak use. Furthermore, it appeared that the system that the Government proposed had ample storage capacity to handle those seasonal uses. You said that you thought there would be no problem in annualizing the calculation of the Harvey entitlement.

In our smaller meeting in San Francisco on April 12, 1977, the matter was again agreed upon and we made an offer concerning the financial arrangements for the project. However, in the letter of April 18, 1977, from Howard H. Chapman to Ronald Barr, President of Fred Harvey, Inc., the financial arrangements were described, but there was no mention of the annualized flow calculations. I then called you and we worked out some language to be added to a substitute letter that Mr. Chapman would send to Mr. Barr. Evidently, the matter was again discussed with Messrs. McDowell and Witucki, and on April 29, 1977, Mr. Chapman sent a letter to Mr. Barr stating that an annual flow calculation would not be made.

05-19-1977: Letter to NPS from attorney for Fred Harvey regarding Fred Harvey, Inc. - Furnace Creek Water Agreement, p.2

Since that time, you and I have discussed the matter. This letter is to urge reconsideration of the April 29 letter and request that the letter of April 18 be amended to include in the agreement a provision that the Harvey entitlement would be calculated on an annual basis.

As I mentioned before, the Harvey water use is seasonal by nature and needs to be calculated on an annual basis that would take into account those variable uses. Obviously, my client has taken many water conservation measures already and has shown proof of its commitment to a rational and conservative use of water from Furnace Creek. While the water use at the Furnace Creek Inn and Furnace Creek Ranch does vary, there is a need for water throughout the year. Using all of the entitlement during a short period of time would be against my client's best interests. The Inn and Ranch need flexibility; an annual calculation and accounting would protect the resource and all parties involved.

We would ask that you consider this matter as quickly as possible since we would like to resolve the entire question this month.

Very truly yours,

Douglas B. Jensen
BAKER, MANOCK & JENSEN

DBJ:bm

cc: Mr. Ronald C. Barr
Mr. Robert O'Neil

06-23-1977: Letter to Attorney for Fred Harvey from Solicitor regarding Fred Harvey Inc. - Furnace Creek Water Agreement

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SAN FRANCISCO FIELD OFFICE
450 GOLDEN GATE AVENUE, BOX 36064
SAN FRANCISCO, CALIFORNIA 94102

McMunn
Mihan
Coda

June 23, 1977

Mr. Douglas B. Jensen, Esq.
Baker, Manock and Jensen
Sixth Floor Security Bank Building
Fresno, California 93721

Re: Fred Harvey, Inc.
Furnace Creek Water Agreement

Dear Doug:

As promised, I have discussed your letter of May 19, 1977 with Lyle McDowell, Gerry Witucki, Bill Orr, and Howard Chapman. At the conclusion of our discussion a decision was reached to re-affirm the principles agreed upon at our April 12, 1977 meeting as stated in Mr. Chapman's letters to Don Barr of April 18 and April 29, 1977.

Now that this matter has been fully discussed, it is our hope that Hon will execute and return the agreement attached to Mr. Chapman's letter of April 18, 1977.

Sincerely yours,

Ralph G. Mihan
Field Solicitor

John McMunn
John McMunn
For the Field Solicitor

cc:
Howard Chapman

Bob O'Neill
772-2351

JSMcMUNN:rb:6/23/77

04-29-1977: Letter to Ronald Barr (President of Fred Harvey Inc.) from NPS Regional Director regarding metering water use by Fred Harvey, Inc.

McDowell

Reg. Dir.

D5039
(WR)O

April 29, 1977

Mr. Ronald Barr
President
Fred Harvey, Inc.
111 South Hill Drive
Brisbane, California 94005

Dear Ron:

At our meeting April 12, 1977, you inquired about the price to be charged by the National Park Service for "fixed sale water" to Fred Harvey. Our answer was that we had not established a price and no sales had been made in the past since neither of us knew how much water was being used by Fred Harvey, and we would not know until metering began after installation of the new system. We did indicate our assurance that a fair price could be determined.

You proposed that we average water use by Fred Harvey on an annual basis by offsetting use in excess of the Fred Harvey entitlement by use during periods when water used was less than the entitlement. In as much as neither the sources not usage has been metered, we cannot at this time make any committment concerning the application of the Fred Harvey entitlement in this manner. The meters to be included in the new system will provide flow and use data of benefit to all of us. We will be agreeable to discussing the matter at some time in the future after sufficient data have been developed.

We appreciate your continuing cooperation.

Sincerely yours,

(Sgd) Howard H. Chapman

Howard H. Chapman
Regional Director,
Western Region

LHMcDowell:veb 4/29/77

A-36

Author: Dan McGlothlin at NP-WASO-WR
Date: 07/27/1999 4:59 PM
Priority: Normal
TO: Jeff Hughes
Subject: Re[3]: Letter to AmFac

Jeff,
Please make sure this message reaches the appropriate file (docket) on the Fred Harvey agreement (or Furnace Ck. water right). Thanks. Dan

_____ Forward Header _____

Subject: Re[3]: Letter to AmFac
Author: Mel Essington at NP-DEVA-CCRK
Date: 07/23/1999 2:43 PM

Gang:

The meetings on the 21st with AMFAC and Nye were both interesting as you might expect.

Background: The collection gallery in FC Wash is producing more water now than it has in years. Folks (Maintenance) are laid back about available resources in the collection and distribution systems. Everyone from AMFAC that had anything to do with water were all off for the same two week period recently. Things got out of sync during that period. The pond at the golf course that provides irrigation water fell to a very low level. AMFAC has asked to temporarily take more water to make up the deficiency. Martin has said OK as we apparently have the water right now.

The draft letter was discussed in some detail and there were no real problems from AMFAC except when I mentioned consolidation of point sources. Cal wasn't sure how the corporate office would respond to that request. AMFAC is wasting water as usual. They admit they only need 600,000 gallons a day for the golf course except for two or three summer months. The rest of the operation doesn't use much by comparison. They could easily run their operations on 25 million gallons a month and are currently taking 50 million. Their base entitlement is 41 million/month. We stressed on them again that the corporation has to reinvest some capitol into the infrastructure and tighten up on the loss and waste of water. I don't think Cal is going to press that issue with his management, so I'll work a statement into the letter to make sure the message gets through to the Chicago offices.

Peter if you sent me your changes on the draft letter I've misplaced them. Would you be so kind as to send them again. I told Martin I'd have the letter in final form on his desk next week. Cal asked to get it as soon as possible.

We did explain that we were going to use the recovered water for wetlands restoration and they were supportive of the concept although not enthusiastic. The meeting went like the rest we've had, cordial, but I expect no results from the local management.

Later that afternoon Dick and I meet with Jim Marble and Rachel Nicholson an attorney from Boulder City who is working for him. They had more than a few problems with the changes Peter had made to their draft. First, Marble wanted to know why the NPS wouldn't agree to a

statement that the NPS was causing financial hardship to County residents. I told him outright there was no way I'd let Dick sign such a statement. Dick suggested some alternative language, I wasn't particularly excited about, to him that he'll work on. After the initial smoke had cleared we boiled it down to three issues they were hung up on. First, the "Emergency" language contained in sections 4.2.1 and 4.2.2 which Rachel wanted pretty bad for some reason that I don't understand. She says there is a State endorsed definition of Emergency that they intended and can include it as a definition if we want. I've asked her to contract Peter directly to discuss that and any of her other hang ups. Second, she was really tied up by the use of the past tense in paragraph 3 rather than the present tense. We thought that would be easy to change. Peter, again this will fall to you. Third, in 4.1 we ask for a 60 day notice and in 4.2.1 refer to a 30 day period. They'd like both to be the same. That shouldn't pose a big problem.

We agreed to let them work up a revised draft based on the resolution of the above issues through Peter's discussions with Rachel.

At the end I led Marble off on some philosophical discussions about flow systems v. individual basins, additional water development in the Amargosa Desert, Pahrump Valley, the County's responsibility in developing a Science Museum stimulating satellite development, the Science Corridor, etc. He dodged most questions saying the outcome was in the hands of the Engineer or he was not personally involved in them. He and Rachel both took copious notes of every word that was said. He also made a point of letting us know that the most recent protest of the Dairy's application has caused a considerable stir among the area residents (water rights holders). Apparently copies of the protest are being circulated to all the residents. They perceive it as an action by the NPS to attack permitted State water rights and seek to have those reduced or eliminated. He did this quite pointedly. He said this represented a precedent by the NPS to challenge permitted rights. I explained to him that his assessment was erroneous. I also mentioned that the Engineer had already initiated a review of permitted rights in the basin and was currently doing just what he was accusing the NPS of. That backed him off a little but not much.

Rachel's address is:

Rachel H. Nicholson
Attorney at Law
1223 Arizona Street
P.O. Box 60370
Boulder City, NV 89006-0370

(702) 293-3003 FAX 294-3383
E-Mail: rhnlaw@aol.com

The 22nd John Hamill and I met with Charles White and Bob Pierotti of the Cal. Dept. of Water Resources down in L.A. to see if they would match $200,000 from the USGS for Desert Water Studies. Boy was that a waste of time. We did get their blessing on the project and an introduction to meet with some live people in Sacramento later.

Mel

Reply Separator

Subject: Re[2]: Letter to A ac
Author: Dan McGlothlin at NP-WASO-WR
Date: 07/21/1999 2:37 PM

Mel,

Let us know how the meeting with Nye Cty. goes. As you know, Peter substantially re-drafted the MOU to mimic the federal family process.

Regarding the AmFac letter, any ideas about where it is?

Dan

Reply Separator

Subject: Re: Letter to AmFac
Author: Mel Essington at NP-DEVA-CCRK
Date: 07/21/1999 7:21 AM

Dan:

Thanks for the information. I was out the last two days but then I checked my voice mail yesterday Dick said he had a call from Nye Co. and they want to talk about the MOU. I believe we (Dick and I) will meet with Jim Marble and their lawyer today at the Longstreet. After the meeting I'll be traveling to Glendale for a meeting there tomorrow.

Mel

Reply Separator

Subject: Letter to AmFac
Author: Dan McGlothlin at NP-WASO-WR
Date: 07/15/1999 5:45 PM

Mel,

I conveyed your comment RE: DEVA's waiting for input from SOL on the draft letter to AmFac. Peter confirmed what I thought was the situation, the comments he/WRB had were forwarded to DEVA (he thought they went to you, but is going to check) some time ago. However, he said he would fire off another copy of the comments to you.

On another note, I've attached a report of the WRB's Nevada Repository. This represents our database of technical references maintained in the WRB docket room, including those generated by Stetson Engineers, Inc. The report format is Microsoft Access and you need to use both files to read it. I think you can just save them to hard drive, then access nvrepos.mdb through Windows Explorer (I am assuming you have Access).

If you have problems, contact me or Michelle da Luz (970) 225-3540.

Thanks again for the field tour, we really learned a lot.

Dan

00-00-0000: talked to john mcmunn about this he said there will be another meeting on this with mr. mcdowell when he returns from vacation; may 25, 1977

5/25/77

Talked to John McMunn about this in a.m. He said there will be another meeting on this with Mr. McDowell when he returns from vacation. A copy was sent to Mr. McDowell's home. Jerry Witucki will also be involved.

Cat

00-00-0000: letter to john mcmunn, esq regarding fred harvey, inc. - furnace creek water agreement; may 19, 1977

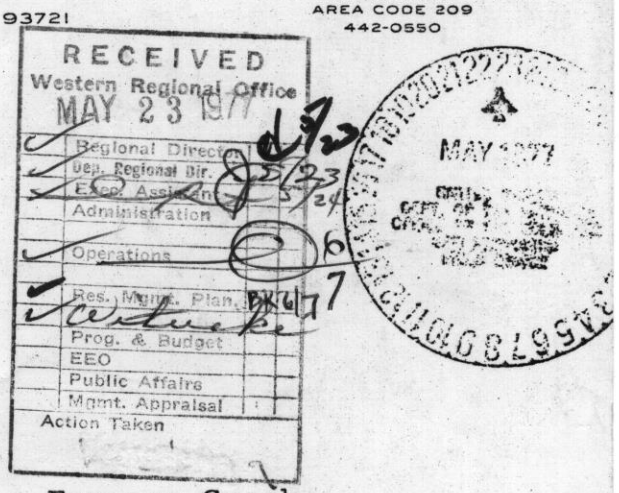
BAKER, MANOCK & JENSEN
ATTORNEYS AT LAW
SIXTH FLOOR SECURITY BANK BUILDING
FRESNO, CALIFORNIA 93721

JOHN H. BAKER
KENDALL L. MANOCK
DOUGLAS B. JENSEN
DONALD R. FISCHBACH
JAMES M. PHILLIPS
ROBERT G. FISHMAN
JILL SPAULDING
HOWARD M. ZIDENBERG
JOHN L. B. SMITH
GEORGE L. STRASSER
HAL H. BOLEN II

JOHN J. GALLAGHER (1913-1972)

TELEPHONE
AREA CODE 209
442-0550

May 19, 1977



John McMunn, Esq.
U. S. Park Service
Box 36064
450 Golden Gate Avenue
San Francisco, California 94102

Re: Fred Harvey, Inc. - Furnace Creek Water Agreement

Dear John:

As we have discussed, my client, Fred Harvey, Inc., is eager to resolve the issues surrounding the Furnace Creek water system. The only item left to be determined concerns the time period during which the water flow used by Harvey in accordance with its entitlement would be measured. I believe I mentioned this question to you in a telephone conversation on February 17, 1977, a couple of days after the large meeting in your San Francisco offices. I brought up the matter since my client's water usage is obviously seasonal and there are times of peak use. Furthermore, it appeared that the system that the Government proposed had ample storage capacity to handle those seasonal uses. You said that you thought there would be no problem in annualizing the calculation of the Harvey entitlement.

In our smaller meeting in San Francisco on April 12, 1977, the matter was again agreed upon and we made an offer concerning the financial arrangements for the project. However, in the letter of April 18, 1977, from Howard H. Chapman to Ronald Barr, President of Fred Harvey, Inc., the financial arrangements were described, but there was no mention of the annualized flow calculations. I then called you and we worked out some language to be added to a substitute letter that Mr. Chapman would send to Mr. Barr. Evidently, the matter was again discussed with Messrs. McDowell and Witucki, and on April 29, 1977, Mr. Chapman sent a letter to Mr. Barr stating that an annual flow calculation would not be made.

00-00-0000, letter to john mcmunn, esq regarding fred harvey, inc. - furnace creek water agreement cont, may 19, 1977

Since that time, you and I have discussed the matter. This letter is to urge reconsideration of the April 29 letter and request that the letter of April 18 be amended to include in the agreement a provision that the Harvey entitlement would be calculated on an annual basis.

As I mentioned before, the Harvey water use is seasonal by nature and needs to be calculated on an annual basis that would take into account those variable uses. Obviously, my client has taken many water conservation measures already and has shown proof of its commitment to a rational and conservative use of water from Furnace Creek. While the water use at the Furnace Creek Inn and Furnace Creek Ranch does vary, there is a need for water throughout the year. Using all of the entitlement during a short period of time would be against my client's best interests. The Inn and Ranch need flexibility; an annual calculation and accounting would protect the resource and all parties involved.

We would ask that you consider this matter as quickly as possible since we would like to resolve the entire question this month.

Very truly yours,

Douglas B. Jensen
BAKER, MANOCK & JENSEN

DBJ:bm

cc: Mr. Ronald C. Barr
Mr. Robert O'Neil

00-00-0000: letter to ronald barr regarding several meetings and discussions between representatives of fred harvey, inc.; april 18, 1977

McDowell

Reg Dir

D5039
(WR)OV

April 18, 1977

Mr. Ronald C. Barr
President
Fred Harvey, Inc.
111 S. Hill Drive
Brisbane, California 94005

Dear Ron:

This letter is to confirm the several meetings and discussions between representatives of Fred Harvey, Inc. and the National Park Service, concerning a capital addition to the Furnace Creek water system proposed by the National Park Service.

Our Agreement Respecting Land and Water Rights Between the United States of America, and Fred Harvey, Inc., dated May 5, 1969, provides in Section 6.4 that Fred Harvey, Inc. shall not be charged with any cost for capital addition or improvement to the water system without consent in advance of construction. At our meeting April 12, 1977 you indicated approval of a capital addition in the amount of $360,000.00. You further agreed that Fred Harvey, Inc. would pay to the United States (National Park Service) that fraction of the cost of the agreed upon capital addition that 2.064 bears to 5.0 or 41.28 percent. This cost sharing is in accordance with Section 6.3 of the above cited agreement. The sum to be paid to the United States will be $148,608.00, amortized over 20 years and payable in equal quarterly amounts upon receipt of billings. The first billing will be made at the start of the first calendar quarter following completion of improvements to the water system.

It is requested that you indicate assent by Fred Harvey, Inc. to the foregoing terms by signature below in order that Fred Harvey, Inc. and the National Park Service may have a record of our agreement under Sections 6.3 and 6.4 of our existing May 5, 1969 agreement. Please return the original and one copy to us.

#22

Thank you for your assistance and cooperation in our efforts to upgrade the Furnace Creek water system.

Sincerely yours,

(Sgd) Howard H. Chapman

Howard H. Chapman
Regional Director
Western Region

Fred Harvey, Inc. hereby agrees to a $360,000.00 capital addition to the Furnace Creek water system and further agrees to pay to the United States of America (National Park Service) the sum of $148,608.00 in equal quarterly installments over a period of 20 years. The first installment will be due and payable at the start of the first calendar quarter following construction of the improvement project.

Date _____ Fred Harvey, Inc.

Attest: _____ _____
Secretary President

LMcDowell:ab:4/18/77

00-00-0000: letter to ronald barr regarding inquiry about the price to be charged by the national park service for fixed sale water, april 29, 1977

McDowell

Reg. Dir.

D5039
(WR)O

April 29, 1977

Mr. Ronald Barr
President
Fred Harvey, Inc.
111 South Hill Drive
Brisbane, California 94005

Dear Ron:

At our meeting April 12, 1977, you inquired about the price to be charged by the National Park Service for "fixed sale water" to Fred Harvey. Our answer was that we had not established a price and no sales had been made in the past since neither of us knew how much water was being used by Fred Harvey, and we would not know until metering began after installation of the new system. We did indicate our assurance that a fair price could be determined.

You proposed that we average water use by Fred Harvey on an annual basis by offsetting use in excess of the Fred Harvey entitlement by use during periods when water used was less than the entitlement. In as much as neither the sources not usage has been metered, we cannot at this time make any committment concerning the application of the Fred Harvey entitlement in this manner. The meters to be included in the new system will provide flow and use data of benefit to all of us. We will be agreeable to discussing the matter at some time in the future after sufficient data have been developed.

We appreciate your continuing cooperation.

Sincerely yours,

(Sgd) Howard H. Chapman

Howard H. Chapman
Regional Director,
Western Region

LHMcDowell:veb 4/29/77

#36

00-00-0000: memorandum to chief, division of water resources regarding record of meeting held between representatives of the national park service and fred harvey, inc. of july 20, 1976; july 27, 1976

United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:
L54
DEVA/GEN
xA44
(WR)RW

July 27, 1976

Memorandum

TO: Chief, Division of Water Resources, Western Region

From: Legal Clerk, Division of Water Resources, Western Region

Subject: Record of Meeting held between Representatives of the National Park Service and Fred Harvey, Inc. of July 20, 1976

In response to the Regional Director's memorandum of June 21, 1976, (enclosed) to Fred Harvey, Inc., a meeting was held on July 20, 1976, with the following people in attendance:

Fred Harvey, Inc.

Mr. William Maxwell	Vice President, National Parks Division
Mr. George Fujikawa	Vice President, Finance
Mr. John Hansberry	Director, Design and Construction Division
Mr. Allen Naille	General Manager, Death Valley Unit

National Park Service

Mr. Lyle McDowell	Associate Regional Director, Operations
Mr. Bruce Kilgore	Associate Regional Director, Resource Management and Planning
Mr. Gerard Witucki	Chief, Division of Water Resources
Mr. Kevin Kidder	Legal Clerk, Division of Water Resources
Mr. Ray Wilmes	Facility Manager, Death Valley National Monument
Mr. William Rosenberg	Chief of Design, Denver Service Center

Field Solicitor's Office

Mr. John McMunn	Attorney

JUL 1976
UNITED STATES
DEPT. OF THE INTERIOR
OFFICE OF THE SOLICITOR
SAN FRANCISCO
FIELD OFFICE

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

Pursuant to the June 21 memorandum, discussion initially centered on the differences between the 1969 Agreement and the Bureau of Reclamation Study, as noted on page 66 of that Study. Harvey's right to its Entitlement of 2.064 cfs was reemphasized, while the Park Service, in reaffirming its intent to provide this amount, proposed not to have tie-ins to specific sources, as called for in the 1969 Agreement. It was then brought out that Harvey was aware of its Entitlement but they were unsure as to their present water usage or their potential future needs. Harvey's people apologized for this lack of preparation and requested that they be given time to hire a Hydrologist to evaluate their usage situation. This is expected to be initiated immediately and completed as soon as possible after which time they would meet on site with plans in hand with the Park Service for further discussion on the proposal. Therefore, it seems that if their projected needs are less than 2.064 cfs (their Entitlement) or 2.6 cfs (their Entitlement plus fixed sale water), they will be agreeable to the Park Service proposal.

The ratio given in the 1969 Agreement for Harvey's share of water system maintenance costs was also brought up. It was noted that, as the total flow from Texas Springs and Furnace Creek Wash is probably less than 5.0 cfs, this ratio might have to be reduced (Harvey's costs increased). Thus, a suggestion was made that the Park Service and Fred Harvey jointly determine and agree on a total flow value.

At this point, Mr. Naille, Fred Harvey General Manager for the Death Valley Unit, raised several points regarding the drawings of the water system contained in the Bureau of Reclamation Study. It was agreed that on-site inspection of the proposed rehabilitation plan would be made prior to the letting of a contract.

The meeting concluded with the agreement that Harvey would obtain an expert (Hydrologist) to study its water use and needs. Then Harvey, responding to the Park Service time frame in regards to letting a contract, will inform either the Denver Service Center or the Western Region of their progress and a follow up meeting would be planned.

Kevin Kidder

Kevin Kidder

Enclosure

bc:
Superintendent, Death Valley
San Francisco Field Solicitor
Denver Service Center, Attn: Mr. Rosenberg
(WR)D -- Mr. Chapman/Davis
(WR)O -- Mr. McDowell
(WR)R -- Dr. Kilgore

00-00-0000: letter to ronald burr regarding gerald witucki contacted george fujikana in respect to the rehabilitation of the water system at furnace creek; june 21, 1976

Mr Witucki

United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:
L54
(WR)RW
DEVA/Furnace Creek

June 21, 1976

Mr. Ronald Burr
President
Fred Harvey, Inc.
111 South Hill Drive
Brisbane, California 94005

Dear Mr. Burr:

Last week Mr. Gerald Witucki of our office contacted Mr. George Fujikana of your office in respect to the rehabilitiation of the water system at Furnace Creek, Death Valley. They discussed the feasibility of meeting with you or your designee in the near future.

In accordance with our Agreement Respecting Land and Water Rights, dated May 5, 1969, it is the responsibility of the National Park Service to operate and maintain the water system located in the Texas Springs-Furnace Creek Wash area of Death Valley National Monument. In 1971, the Park Service contracted with the Bureau of Reclamation to make a study and prepare a plan for the renovation of the water supply system serving the area. The present system is generally in a state of disrepair, with inadequate facilities to meet the anticipated demands and fire protection requirements.

This study, a copy of which is enclosed, was completed in 1972. The Denver Service Center, of the National Park Service, has proceeded to prepare plans and specifications for the renovation of the system. These plans are based on the Bureau of Reclamation study. A copy of the plans is enclosed.

There appears to be some variance between the terms of our 1969 agreement and the water system as outlined in the Bureau of Reclamation study. This difference is discussed on pages 66 and 67 of the study report. It seems that it would be mutually beneficial for us to get together at an early date for determining how we should proceed. The National Park Service will be represented by the Regional Director or his designee,

AMERICAN REVOLUTION BICENTENNIAL

00-00-0000: letter to ronald burr regarding gerald witucki contacted george fujikana in respect to the rehabilitation of the water system at furnace creek cont; june 21, 1976

someone from our Denver Service Center, someone from Death Valley and a representative of the Field Solicitor's Office. We would like to hold this meeting in our office at the earliest possible date, probably in early July, however, we would be agreeable to another time frame more suitable to your schedule.

Sincerely yours,

(SGD) JOHN H. DAVIS

Howard H. Chapman
Regional Director
Western Region

Enclosures (2)
Separate cover

bc:
Superintendent, Death Valley
San Francisco Field Solicitor
Denver Service Center

(PNW) -- Mr. Thompson (Associate Reg. Dir., Operations
(WR) -- Mr. Chapman
(WR) -- Mr. McDowell
(WR) -- Mr. Witucki

00-00-0000: memorandum to chief regarding record of meeting held between representatives of the national park service and fed harvey, inc. on july 20, 1976; june 21, 1976

Memorandum

To: Chief, Division of Water Resources

From: Legal Clerk, Division of Water Resources

Subject: Record of Meeting held between Representatives of the National Park Service and Fred Harvey, Inc. on July 20, 1976.

In response to the Regional Director's memorandum of June 21, 1976, to Fred Harvey, Inc., a meeting was held on July 20, 1976, with the following people in attendance:

Fred Harvey, Inc.

Mr. William Maxwell	Vice President, National Parks Division
Mr. George Fujikawa	Vice President, Finance
Mr. John Hansberry	Director, Design and Construction Division
Mr. Allen Naille	General Manager, Death Valley Unit

National Park Service

Mr. Lyle McDowell	Associate Regional Director, Operations
Mr. Bruce Kilgore	Associate Regional Director, Resource Management and Planning
Mr. Gerard Witucki	Chief, Division of Water Resources
Mr. Kevin Kidder	Legal Clerk, Division of Water Resources
Mr. Ray Wilmes	Facility Manager, Death Valley National Monument
Mr. William Rosenberg	Chief of Design, Denver Service Center

Field Solicitor's Office

Mr. John McMunn	Attorney

Pursuant to the June 21 memo, discussion initially centered on the differences between the 1969 Agreement and the Bureau of Reclamation Study, as noted on page 66 of that Study. Harvey's right to its Entitlement of 2.065 cfs was reemphasized, although the Park Service intends to provide this amount without tie-ins to specific sources, as called for in the 1969 Agreement. It then was

brought out that Harvey was aware of its Entitlement but were unsure as to their present water usage and their potential future needs. Harvey's people apologized for this lack of preparation and requested that they be given time to hire an hydrologist to evaluate their usage situation. This is expected to be initiated within the next few months after which time they would meet again with the Park Service for further discussion on this proposal. Therefore, it seems that if their projected needs are less than 2.065 cfs (their Entitlement) or 2.6 cfs (their Entitlement plus fixed sale water), they will be agreeable to the Park Service's new proposal.

The ratio given in the 1969 Agreement for Harvey's share of water system maintenance costs was then brought up. It was noted that, as the total flow from Texas Springs and Furnace Creek Wash is probably less than 5.0 cfs, this ratio might have to be reduced (Harvey's costs increased). Thus, a suggestion was made that the Park Service and Fred Harvey jointly determine and agree on a total flow value.

At this point, Mr. Naille, Fred Harvey's General Manager for its Death Valley Unit, raised several points regarding the drawings of the water system contained in the Bureau of Reclamation Study. It was agreed that on-site inspection of the proposed rehabilitation plan would be made prior to the letting of a contract.

The meeting concluded with the agreement that Harvey would obtain an expert (hydrologist) to study their water use and needs. Then Harvey, responding to the Park Service time frame in regards to letting a contract, will inform either the Denver Service Center or the Western Region of their progress and a follow up meeting would be planned.

00-00-0000: hand written letter for the never service center dealing with fred harvey and furnace creek, june 21, 1976

Denver Service Center

DEVA
Furn Cr

1. Harvey is inholder at Furnace Cr. 3 or 4 in 3 springs.
   a. Congress decided H. had water right — legislative history - Bill Rothschild - 8234 4520
      See water Docket file - why H. got amounts he did.
1969? b. Agreement - NPS and Harvey to use H_2O, gives H. fed. H_2O right.
   c. H. gives up right to H_2O, Feds. decided to give him H_2O.
      Feds. agree to repair, maintain H_2O system - all changes in system to be signed by engineer from both sides.
   d. System in state of bad repair, so Bureau of Reclamation brought in by Service Center to see what's going on. P. 64 discussion of agreement in engineering terms. B. of Rec. looking to get max. H_2O, suggested abandoning 1 H_2O source, which originally was in H's H_2O estimate.
      Agreement called for specific gallonage at pt. of delivery, not at point of H_2O gathering (as a result, no one knows which source of H_2O is putting out). B. of Rec., knowing this, suggests guaranteeing H. a certain amount of H_2O, no matter what source - is this legal? Look to legis. history; further, does NPS even want to make this guarantee? Note: H. has to agree to any changes.
   e. H. entitled to a. unquestioned part. b. an entitled part. c. part where if no one else wants it, h. gets it. So NPS wants to design a system so H. only gets a specific amount of H_2O, to prevent H. selling H_2O to the detriment of the park - can this be done?
   f. Maintenance: H. responsible for maintenance relating directly to his H_2O use. H. pays 2/5 vs. 2/4 of maintenance - check to total water vs. what H. actually uses to determine how much maintenance H. could be forced to pay?

00-00-0000: hand written letter for the never service center dealing with fred harvey and furnace creek cont; june 21, 1976

g. July 10 memo - Water Plan. NPS trying to restore H_2O system in the area thru the Plan. H. retains 1st rights 2.064 cfs, and by contract can buy H_2O at X cfs above what the Park uses. Memo then lists what Park uses; so he says design must be such as to deny H. H_2O except as to storage, rather than having it coming to him as free flow. Note: there was an agreement between NPS and H. that H. can buy H_2O beyond what he had priority to, above what Park needs. Why - because system can't handle more than 2.064 cfs - for environmental reasons. Is it legal to restrict H_2O use - How much surplus is there, and how much of the surplus can H. have, and how can H. be made to take the surplus - NPS wants to do it by storage by H., while apparently H. wants free flow.

Apparently the NPS wants the surplus for wildlife (environmental) reasons, but any precedent for this - not in legislative history.

h. 2nd memo - around Sept. 24. Witucki sees one problem is the gathering measurements, rather than measurement from each source, so if one source dries up, H.'s H_2O can be lessened - this is one of the original 3 springs. In Water Docket, Dec. 1968 memo - questions coming up - 5 cfs available, but only 1.27 cfs actually flowing, which results in significant cost differences, as to projections. What is total H_2O being collected - is this legally significant? Is this amount more or less than H.'s rights plus NPS needs? What's the need in wildlife terms on the alluvial fan? They're trying to protect the wildlife, recall. They are trying to restore H_2O to historical level, for stable ecology - but they don't know if ecology is hurt. Can maintenance of ecology as a

00-00-0000: very rough minutes taken at a meeting between representatives of the park service and fred harvey, inc; june 21, 1976

DeVA Furnace Co

Very Rough Minutes

The following minutes, in rough form, were taken at a meeting between representatives of the Park Service and Fred Harvey, Inc. This meeting took place in the fourteenth floor conference room of the Federal Office Building on July 20, 1976, at 9:10 AM.

1. Fred Harvey representatives feel they are guaranteed 2.6 cfs from particular sources. But they see water commingled in a storage tank. They feel they will get the right to the 2.6 cfs off the top, before the Park Service gets any water. Witucki agrees. McMunn (Solicitor's Office) feels an amendment of the 1969 Agreement between the United States and Fred Harvey is called for. He notes that it calls for particular sources and says to amend it to give the same amount of water, but from the new system which would commingle the sources, right off the top.

Then Fred Harvey notes that they do not know how much water they use. There are no measuring devices in place. Witucki then moves to section 5.2 of the 1969 Agreement and says it is time to implement this. This entails putting in measuring devices. Measuring devices would be put in the system to be built, at the place where the water is delivered to Harvey. But no one knows the actual amount of water being delivered at this time to Harvey. McDowell noted that Harvey would get its entitlement off the top.

Fred Harvey wants to know what the Park Service uses its water for. McDowell says that Park Service water use will go up as visitor park use increases. The Park Service sees no surplus water available after Harvey gets its 2.6 cfs. Harvey wants its rights to fixed and excess sale water protected. McDowell apparently agrees in principle with this.

2. McMunn brings up the reconstruction of the water system and the resulting ability to meter the water used. Harvey wants clarification of how the system will work. Will Harvey object to commingling sources, or will it want a system tied to particular sources. Witucki then reads from the Bureau of Reclamation

Study, on p. 66, calling for amendment of the 1969 Agreement.

At this point, Harvey notes that the storage tank contemplated in the Study has a capacity of 2 million gallons while the average flow from the Furnace Creek sources is 3 million gallons per day. The remaining 1 million gallons will go into the alluvial fan as natural flow to maintain the natural ecology. Will this be contended by Harvey (my question)? McMunn brings up the Caeppaert decision on the pupfish and an apparent right in the Park Service to maintain the ecology (pupfish). Some discussion was then had as to whether there is any tie hydrologically between Devils Hole and Furnace Creek. It was decided that these two areas were too far away to be so related.

3. Harvey then expressed concern over the potential breakage in pipelines supplying them with water and asked if the Park Service contemplated building an extra storage area. Apparently the Bureau of Reclamation Study mentioned something about 10 million gallons of extra storage. The Park Service felt there was no reason to worry about this, because the 2 million gallon storage tank contained enough water for two days usage, and in any event, it would be unlikely that both pipelines would break at once. These seem to be the pipelines from Texas Springs and from the Furnace Creek sources.

4. Moving on to the actual pipeline and water system plans. The Park Service says the system as now planned is the same as in the Bureau of Reclamation Study.

5. Harvey worried about water to irrigate the Inn Gardens. They are watered from overflow from the chlorination tank near the Inn, which apparently will be abandoned when the new system is built. Harvey sees it will have to build its own system to irrigate the Inn Garden, the Ranch. Harvey wonders if 2.6 cfs is enough water to irrigate all this. Now they irrigate by overflow from the tank, which is probably in excess of 2.6 cfs. Also, Harvey might be expanding its operations in Death Valley, and would need more water.

At this point it is brought out that the Park Service is merely trying to get Harvey to agree in principle to the plans, as listed in the Bureau of Reclamation Study. Harvey again notes that it will only get 2.6 cfs, and wonders if this amount of water will be enough to allow for future expansion. The key at this time seems to be that no one knows how much water is being used. McDowell sees this as irrelevant to building a water system.

Thus, we have reached our first impasse: Harvey will not agree to a system in principle until it has some approximation of its water usage. The Park Service now returns to the 1969 Agreement as to the amount of water which Harvey is entitled to - 2.6 cfs. It seems apparent that Harvey wants to go along with the Park Service proposals as long as they feel protected in their water use.

A solution to the impasse is proposed. Witucki says both parties ought to agree on basic presumptions as to measurement, and he says some installations would be necessary. Harvey notes that its peak water use is in winter, and they do not feel they could make an accurate estimate at this time. Then one of the Harvey representatives brought up the fact that this is the time of peak irrigation, so it might indeed be the best time to make the estimate of water use.

6. Harvey is worried about maintaining its water supply during construction of the water system. The Park Service ~~ma~~ says the contractor would have to keep water flowing by substitute system at this time.

7. Harvey now got into the actual plans as listed in the Bureau of Reclamation Study. Harvey wants to know whether there would be any other people tying into the pipeline going to the Ranch, which would cause the water pressure to drop. Harvey wants the 12" pipeline coming to its Ranch property to be its own, which would allow it to plan its own systems without a drop in pressure. Witucki says this type of thing would be worked out later on the ground, before the system is built. Harvey must still agree in principle to the system itself.

Harvey, in examining the details of the system, wants to know if the ditch

from the Inn to the Ranch will be piped to stop evaporation loss. Initial Park Service response was that there was no funding for this. Then Harvey wanted to know where its metering devices will be located. They would be at the point of delivery. Then Harvey proposes later resolution of these details when people are available to answer such questions, as they are not present at this meeting.

Results of the meeting: Harvey feels it needs more information. They want a hydrologist to assess their water use at present, and also to advise them as to details of an actual water system. Witucki then brings up maintenance costs. Harvey seems agreeable to redetermining the ratio as to this cost. In any event, Harvey notes that the Park Service is in a hurry and will move rapidly to hire a hydrologist. The Park Service wants to complete plans and specs by late October. Harvey seems to be agreeable to this time schedule. They will begin to look for a hydrologist right now. The Park Service also expresses the desire to get the water system under construction by the cool season - winter - to get concrete down. Harvey agrees. As to commingling the water sources, as opposed to specific sources, Harvey wants to look at this proposal in more detail and get an expert opinion.

The meeting ended at 10:15 AM, amicably.

United States Department of the Interior

NATIONAL PARK SERVICE
Death Valley National Monument
Death Valley, California 92328

IN REPLY REFER TO: L54

July 10, 1975

NPS Western Regional Office
JUL 14 '75
Regional Director
Dep. Regional Dir.
Exec. Asst.
EEO
Public Affairs
Operations Eval.
Administration
Park System Mgmt.
Professional Svc.
Action taken:
All cont
Witnick
Adams

MEMORANDUM

To: Regional Director, Western Region

From: Superintendent, Death Valley

Subject: Development Package 111, Water Distribution and Storage System, Furnace Creek

Since it is the objective of the NPS "to restore conditions conducive to the perpetuation of the natural processes as they functioned before disruption by technological man . . ." and since all water use at Furnace Creek is a usurpation of water supporting the natural processes of the Furnace Creek alluvial fan, it should be the policy of the NPS to beneficially use all the water in excess of Fred Harvey's retained first right. Such beneficial use would include the subsurface percolation of no less than 1.346 cfs.

Under the agreement respecting land and water rights between the United States of America and Fred Harvey Inc., signed the 5th day of May 1969, Fred Harvey Inc. retained first rights to 2.064 cfs of the available water from Texas Springs, Travertine Springs and Furnace Creek Wash.

Fred Harvey Inc. also has the right to purchase under a fixed sale agreement the first 0.536 cfs that is excess to the needs of the National Park Service, Department of the Interior or other federal agencies.

Any water available after the needs of the United States and the 2.60 cfs assigned to Fred Harvey Inc., are met, Fred Harvey could purchase additional water that would be considered excess sale water.

The agreement, as signed, states approximately 5 cfs of water is available at all sources, however the Bureau of Reclamation in a study prepared for the Denver Service Center, July 1972, recommends that the collection of water be confined to the Texas-Travertine Springs area and obliteration of the Inn tunnel that produces 0.15 cfs of water. Collection in this manner would provide an estimated 4.83 cfs at the springs.

The Bureau of Reclamation, by using Fred Harvey Inc. figures for future expansion of Hotel-Motel accommodations and NPS figures for camper days,

JOHNNY HORIZON 76
Let's Clean Up America For Our 200th Birthday

00-00-0000: memorandum to regional director regarding development package 111, water distribution and storage system furnace creek cont; july 10, 1975

estimated the peak use for domestic water in the Furnace Creek area as follows:

1.	Furnace Creek Ranch	281,250 gpd = 0.435 cfs
2.	Furnace Creek Inn	52,500 gpd = 0.081 cfs
3.	NPS Campgrounds and Visitor Center complex	288,000 gpd = 0.446 cfs

Fred Harvey Inc. entitlement of 2.064 cfs covers their domestic needs plus leaving 1.548 cfs or 3.07 acre feet per day for swimming pools and/or irrigation. With approximately 146 acres of golf course turf, date palms and miscellaneous trees and shrubs under irrigation this would allow 7.675 acre feet of water per acre, per year, for this purpose. Fred Harvey Inc. also operates a sewage treatment plant recycling 50,000 gpd waste water for turf irrigation with projected plans to double the capacity.

With 4.83 cfs available at the spring source and Fred Harvey guaranteed 2.064 cfs at their property line, the NPS portion of 2.766 cfs will cover all line loss and/or overflow of water as well as the requirements for domestic water at the campgrounds, Visitor Center-Headquarters complex plus existing and projected irrigation requirements of 20 acres of lawn, trees and shrubs.

Long range planning must include the diversion of 432,000 gpd to the Cow Creek area for domestic use as requirements for quarters and staff will more than triple.

Consideration must also be given for providing water for wildlife and surrounding habitat. We estimate a minimum of 3,000 gpd should be used in the Travertine Spring area for this purpose.

The historical collection of water in the Travertine Springs area has sharply reduced the flow available to percolate down the Furnace Creek fan. This action coupled with the flood diversion at Gower Gulch is having a demonstrated effect on the native plants and animals, particularly on the lower area of the fan. To prevent, or at least retard the continued deterioration of the lower fan ecosystem, all water excess to Fred Harvey's entitlement and immediate or future NPS needs should bypass the collection system to increase fan sub-irrigation.

Using this alternative for excess water would directly affect the design for both the collection system at Travertine Springs as well as pipe size in the distribution system.

Maximum daily water use would include the following:

1.	Fred Harvey Inc. entitlement or right	1,333,995	= 2.064 cfs
2.	NPS requirements		
	a. Wildlife (Travertine Springs Area)	3,000 gpd	
	b. Campgrounds and Visitor Center	288,000 gpd	
	c. Irrigation	200,000 gpd	
	d. Diversion to Cow Creek	432,000 gpd	
	Subtotal	923,000 gpd	= 1.42 cfs
	Total requirements		= 3.484 cfs
	Minus water available from Texas Springs		- 0.50 cfs
	Required collection from Travertine Springs		2.984 cfs
	Water available for collection at Travertine Springs		4.330 cfs
	Minus required collection from Travertine Springs		2.984 cfs
	Available water for percolation to lower fan		1.346 cfs

For the protection of natural resources including both water and vegetation, the design of the Furnace Creek water system should prevent the collection of water in excess to the maximum daily requirements.

Implementing this plan will not effect the Texas Springs portion of the system, but could affect the Travertine Springs section from collection field to storage reservoir.

Considering flash floods and possible major damage to the Texas Springs line, the size of the Travertine Springs line should be designed to carry the maximum daily requirement of 3.484 cfs to assure Fred Harvey entitlement. Constricting the size of this line to 3.484 cfs will prevent collection of all the available water and will allow 0.846 cfs to remain for down stream percolation at all times.

The cutoff-wall underground reservoir type pickup system in the spring area, as recommended by the Bureau of Reclamation, will allow water excess to requirements to excape over the wall but still remain underground.

Design consideration must be given to limiting delivery of water to the Fred Harvey Inc. system at 2.064 cfs with adequate storage below the constricting

orifice to provide for peak periods of demand that may exceed the restricted flow.

Water in the Furnace Creek area is a priceless commodity for both human and natural uses. With this in mind we must consider all water excess to Fred Harvey Inc. entitlement as U.S. Government requirements for the natural ecology as well as the Park visitor.

James B. Thompson

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

IN REPLY REFER TO:

May 7, 1970

L54
(WR)PS

A-44
L54(WSO)-LWW C/R-A-44
Death Valley file

RECEIVED
NPS Western Regional Office
MAY 11 '70

Director	
Assoc. Director	
Ch. Admin. Mgt.	
Asst. Dir. PS	
Asst. Dir. CP	
Chief, OE	

Action Taken:

Info. Hinz

Memorandum

To: Director, Western Region

From: Superintendent, Death Valley

Subject: Land and Water Rights Agreement

In reply to Assistant Director Stitt's memorandum of May 4, this area will not attempt to maintain the Furnace Creek Water System until a comprehensive study is completed.

Operation and maintenance of the water system was to have been an obligation of the National Park Service, in accordance with Section 6 of the Agreement of May 5, 1969, between the U.S. Government and Fred Harvey, Inc. However, past maintenance has been based on an average of 3.5 to 4.0 man years.

As the National Park Service has neither the funds, nor personnel, to adequately maintain this system we will, as suggested, refrain from any routine maintenance effort. Maintenance participation will be dependent upon funding, increased staffing and reconstruction of the system.

Robert J. Murphy

Robert J. Murphy

1. Dir. WASO

2 COPY TO Director, WSC DATE 5/12/70
FOR YOUR ✓ INFORMATION ACTION
WESTERN REGIONAL OFFICE INITIALS CEP

00-00-0000: memorandum to superintendent regarding land and water rights agreement, may 04, 1970

Mahoney
Novak
Stitt

A-44
L54
X (WR)PS

for our L54 files

May 4, 1970

Memorandum

To: Superintendent, Death Valley

From: Assistant Director, Park Support Services,
Western Region

Subject: Land and Water Rights Agreement

Enclosed herewith in accordance with your telephone conversation with this office on April 29 is a copy of the Agreement of May 5, 1969 between the U. S. and Fred Harvey, Inc. The Agreement of May 5, 1969, between the Nature Conservancy and Fred Harvey (in lieu of Exhibit A) and Exhibit B have been executed, filed, and recorded, as noted on the "Closing Memorandum," also enclosed.

Operation and maintenance of the water system will be an obligation of the United States (NPS) in accordance with Section 6. We understand that you cannot assume this obligation until personnel and funds are made available. In the meantime, Harvey is operating and maintaining the system as provided in Section 6.4.

The Service has recently requested authorization for a private professional planning and engineering firm to make a comprehensive study and water system plan. A copy of this request is also enclosed. You should continue to operate as at present pending completion of the study.

(SGD.) MERLE E. STITT

Merle E. Stitt

Enclosures 4

cc:
Director, WSC w/o enc.
Chief, Office of Operations Evaluation, WRO w/o enc.

JohnMMahoney:kp:ny

00-00-0000: memorandum to director, western service center regarding water metering at furnace creek, april 02, 1970

United States Department of the Interior

NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240

IN REPLY REFER TO:
L54-MW

APR 2 - 1970

Memorandum

To: Director, Western Service Center
Attention: Mr. Gerard S. Witucki

From: Chief, Division of Water Resources

Subject: Water metering at Furnace Creek, Death Valley

Enclosed is a copy of the agreement with Fred Harvey, Inc. concerning water supply at Furnace Creek. Under the agreement the National Park Service will be responsible for the major part of the distribution system and for metering the water. Also enclosed are copies of correspondence indicating that the Western Region and the Superintendent are working on this problem.

Now that the water rights have been settled, the need for the measuring program, financed by water resources funds, should be reviewed. We still have an interest in water-use studies, but not in metering for water charges. We are also interested in the overall flow of the springs in connection with the water resources of the monument. In other words, the primary objective of protecting the water rights has been met, but we still have the objective of defining the water resource.

Please review the program with this in mind and give us your ideas and recommendations. You should, of course, consult with interested Region and Service Center personnel.

E W Reed for
Manuel Morris

RECEIVED
WATER
APR 7 1970

ACT.	INFO.		INITIALS	DATE
		WITUCKI, G.		
		CHAVEZ, D.		
		FILE		

REMARKS

00-00-0000: memorandum to director regarding agreement respecting land and water rights between the united states and fred harvey, inc; april 01, 1970

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

WESTERN SERVICE CENT
APR 2 1970
DIRECTOR, WSC
CHIEF, EDSO
CHIEF, ADM. SVC.
CHIEF, CS&M
1 CHIEF, LAND & WATER RIGHTS
2 CHIEF, HIST. & ARCHITEC.
CHIEF, PROMS. MANAGEMENT
3 G. Witucki

IN REPLY REFER TO:

F54
(WR)OE

April 1, 1970

A-6423
Spec Trans

REQUEST FOR ASSISTANCE

Memorandum

To: Director, Western Service Center

From: Acting Director, Western Region

Subject: Agreement respecting land and water rights between the United States and Fred Harvey, Inc., Death Valley

Enclosed is a copy of Mr. Novak's memorandum concerning the above subject. We would appreciate assistance from your office in finalizing the agreement.

Jack E. Deer

Enclosure 1

00-00-0000: memorandum to director western region regarding agreement respecting land and water rights between the united states and fred harvey, inc; april 01, 1970

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

Park Support

IN REPLY REFER TO:
H-44
~~E54~~
(WR)OE

April 1, 1970

Memorandum

~~L~~ 4/3

To: Director, Western Region

From: Fred J. Novak

Subject: Agreement respecting land and water rights between the United States and Fred Harvey, Inc., Death Valley

A Memorandum of Understanding among the United States of America, Borax (Holdings) Limited and Fred Harvey, Inc., was entered into on November 1, 1968, respecting land and water rights in Death Valley. The agreement, when consummated would convey to the National Park Service all right, title, and interest to certain water rights in the Furnace Creek Wash and its tributaries with the stipulation that the system would be maintained by the Service and water would be furnished to Fred Harvey, Inc., on a pro rata basis. Although considerable discussion and correspondence indicates much thought and study has been given to the terms of the agreement, the agreement has not yet been consummated.

The attached January 15, 1969 memorandum from Regional Finance Officer Danz to the Assistant Regional Director, Operations, contains a discussion concerning a method of pro rating operation, maintenance, amortization and other costs. There is no evidence that further consideration was given to the problem subsequent to January 15, 1969, the date of Mr. Danz' memorandum.

In the meantime, although sufficient water is available in the Furnace Creek system, it has not been used by the Government to provide the additional water needed during peak periods for campground and other facilities in the Furnace Creek area.

It is recommended that the problem be referred to Director, Western

Service Center to assist in finalizing the agreement to the satisfaction of the Government, Borax (Holdings) Limited and Fred Harvey, Inc.

Fred J. Novak

Fred J. Novak.

cc:
Supt. Death Valley
Director, WSC

00-00-0000: memorandum to assistant regional director regarding agreement respecting land and water rights between the u. s. and fred harvey, inc; january 15, 1969

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:
F54
(WR)AF

January 15, 1969

Memorandum

To: Assistant Regional Director, Operations, Western Region

From: Regional Finance Officer

Subject: Agreement respecting land and water rights between the U. S. and Fred Harvey, Inc., Death Valley

In his December 5, 1968, memorandum to the Regional Director regarding the above subject, Assistant Director Moore, by copy of that memorandum, requested the Superintendent to determine what portions of the water system on the Inn and Ranch properties should be maintained by the Service and billed proratedly to Harvey, and what portion, if any, should be entirely maintained by Harvey. A revised Section 6 to the total agreement to further describe operations and maintenance of the system was additionally enclosed for comment, and presumably for discussion with representatives of the Harvey Company.

Towards this objective, meetings were held on December 10 and 11, 1968, in Death Valley with Mr. Laverne Hovey, Chief Engineer of Fred Harvey, Inc., concerning the above Section 6 of the agreement, and other related matters. Representing the National Park Service, in addition to the Superintendent and his key staff members, was Regional Chief of Maintenance Martin, Western Region. It was noted, however, that the Superintendent's December 19, 1968, memorandum commenting on the meetings and other matters relating to the development of the agreement and the subsequent area maintenance responsibilities did not touch upon the conditions contained in the memorandum of understanding and/or the proposed agreement itself, or was necessarily responsive to the request of the Assistant Director for a determination on responsibility for segments of system maintenance. Consequently, in order to insure that full consideration is given to the extent of the Service's existing committment, as expressed in the draft agreement, this Division has several observations and comments on those sections which have been designated as 6.3 and 6.4. It is our feeling that the agreement must recognize the principle of full cost recovery. Since the Service will not realize any value for available water in excess of its current needs, and as the primary user of the system is, and will be, the Harvey Company, it is felt that Section 6.3 and 6.4 should be revised to more clearly identify Harvey's responsibility for a fair and more proportionate share of total system cost, a share which should be far beyond that of the approximate two-fifths total now suggested by the current

Section 6.3 and 6.4. It is recommended that a revised section be drafted to provide as follows under Section 6.3: Harvey, Inc., shall pay to the United States that fraction of the cost incurred by the United States in operating, maintaining, repairing, and making necessary replacement of such water collection works, diversion works, and distribution system, which Harvey water usage bears to total water usage, exclusive of any available but unused water rights in Texas Spring, and in the Furnace Creek Wash and tributaries, excluding Travertine Springs. Harvey, Inc., shall further bear an amortizable proportionate cost, based upon usage, of any capital additions as distinguished from necessary replacements to said works or system. Harvey's proportionate share of all said costs and expenses shall be determined upon a quarterly basis and paid by Harvey, Inc., upon rendition of statements therefore. Harvey, Inc., shall have the right to examine all books and records pertaining to the cost and expenses in connection therewith.)

Harold P. Dan[illegible]

00-00-0000: message board between phil stewart and w. kriz regarding attempt to set up closing of the acquisition of death valley hotel co, march 24, 1969

Subject: Water Rights Agreement - Fred Harvey - DEVA

NATIONAL PARK SERVICE
Western Regional Office

MESSAGE RECORD

Routed for: ☐ Information ☒ Action

To: Rumburg

☒ Incoming Call
☐ Outgoing Call

Date 3/24/69

Name and Title Phil Stewart Chief

Representing Div. of Land & Water Rights

Telephone No. (202) 343-4227

Address WASO

NPS Personnel in on Call W. Kriz

Conversation: WASO is attempting to set up closing of the acquisition of Death Valley Hotel Co. property about a week from now. Moore's memo of Dec 5 requires comments, or an indication of no comment, on the last paragraph before closing can proceed. Comments are to be limited to Section 6 of the agreement.

Follow-up Action to be Taken: Hold for Rumburg 3/26

Follow-up Action Taken:

00-00-0000: memorandum to chief, office of land and water rights, ssc regarding water distribution system in the furnace creek area, january 23, 1969

Copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

RECEIVED
Pacific Planning and Service Center
Office of Land and Water Rights
NATIONAL PARK SERVICE
JAN 24 1969
CHIEF
DEP'T CHIEF
ASST.
ACQUISITION
EXCHANGE
WATER RIGHTS
FILE
DATE

IN REPLY REFER TO:
L1425
(WR)OM

January 23, 1969

Memorandum

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

From: Assistant Regional Director, Operations, Western Region

Subject: Water distribution system in the Furnace Creek area, Death Valley

A meeting was held with Mr. D. L. Hovey, Chief Engineer of the Fred Harvey Company, Superintendent Murphy, and Regional Chief of Maintenance Martin, on December 10 and 11 at Death Valley in connection with transfer of the distribution systems and available water from Texas Spring, Furnace Creek -6" domestic, North Travertine (ditch), South Travertine (ditch), and Furnace Creek Tunnel.

The proposed agreement indicates that the Harvey Company will assist in maintenance costs in proportion to the amount of water used against the total water available. We understand that U.S. Geological Survey can furnish us recent flow figures on the subject. We would appreciate any other comment you may have on this matter.

The enclosed memorandum from Superintendent Murphy is related to the subject.

Joseph C. Rumburg, Jr.

Enclosure

<html><body>00-00-0000: memorandum to regional director regarding agreement respecting land & water rights with fred harvey, inc; december 19, 1968

</body>
</html>

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

December 19, 1968

RECEIVED
NPS Western Regional Office
DEC 23 '68
Reg. Dir. WRST
Asst. R.D. (AD)
Asst. R.D. (RP)
Asst. to R.D. (CA)
Asst. to R.D. (PC)

IN REPLY REFER TO:

L1425

Memorandum

To: Regional Director, Western Region

From: Superintendent, Death Valley

Subject: Agreement Respecting Land & Water Rights with Fred Harvey, Inc.

On December 10 and 11 a meeting was held in Death Valley with La Verne Hovey, Chief Engineer of Fred Harvey, Inc. concerning Section 6 of the subject agreement. Section 6, Operation and Maintenance of System concerns the water collection and diversion works and the distribution system for the production transmission and distribution of all water from various springs in the Furnace Creek area. Representing the National Park Service were staff members at Death Valley and Emmet Martin, Maintenance Engineer from the Western Regional Office.

Mr. Hovey indicated the Agreement Respecting Land and Water Rights was not an approved final document, but his company as well as the National Park Service's Washington Office was interested in the Death Valley Superintendent's reaction to Section 6. As the meeting progressed it became obvious that a Service field reaction could not be made without review of Sections 1 through 5 and Section 7 which were made available on December 11 by Mr. Hovey.

I will not dwell on details of Agreement Respecting Land and Water Rights as this office furnished Mr. Martin of your office with a copy which may be studied in detail.

In general terms the springs, collection fields, and distribution facilities have been maintained to rather marginal standards during the years Fred Harvey has operated the Furnace Creek Inn and Ranch at Death Valley. The degree of maintenance has been appreciably influenced through Fred Harvey's lease arrangement with Borax Limited which allowed a deductible of only $2000 per year for maintenance of the water systems. Additionally, Fred Harvey's local engineer contributes approximately 50% of his time to the water systems plus expenditures of eight man months annually for labor to clean the collection fields, collection ponds, open flumes and ditches in the distribution system. These obligations are usually in addition to annual expenditures for supplies and materials normally covered by the

<html><body>00-00-0000: memorandum to regional director regarding agreement respecting land & water rights with fred harvey, inc. cont; december 19, 1968

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Borax allowance and day-to-day attendance to chlorination and other service requirements and emergencies. Borax Limited has in the past provided skilled personnel to replace support timbers and shoring in the tunnels as required. When we analyze the existing maintenance standard, and the existing laborer wage scale of $1.10 per hour as opposed to the NPS laborer scale of $3.18 per hour, the total impact tends to unfold.

The availability of water and related appropriative rights is of special concern in this desert region and in the distant future as development requirements are fulfilled by the National Park Service, the value of this land and water transaction will be realized and appreciated. At the present time, there are some inherent problems in assuming the maintenance and operation of these facilities that should be completely resolved prior to such an assumed responsibility.

1. In meeting cost and personal service obligations in operating, maintaining and repairing, and making necessary replacement installations, it will be necessary to positively determine if Harvey's proportionate maintenance costs for entitled water of 2.064 c.f.s. as bears to 5.0 c.f.s. can be made available to DEVA in a clearing account for expenditure against direct charges for material, labor and, etc. incurred by the National Park Service.

2. Fees for fixed sale of water in the amount of .536 on a 12-month basis and fees for sale of excess water should likewise be available to support maintenance cost obligations at Death Valley National Monument through a clearing account.

3. Considering programming and budgetary requirements through the normal process, any responsibility by the National Park Service should be delayed until mid-1971 fiscal year--preferably January 1, 1971.

4. The need for a Death Valley National Monument Master Plan is now especially critical for proper planning and future development. The congestion surrounding the Furnace Creek area prompts our consideration toward visitor use facilities in other favorable locations in Death Valley. Thus, there could be some advantages in not over extending our Service responsibilities in an area compounded by private lands and inter-related easement grants. The granting of water rights to the U.S. Government is fully appreciated, however, our ability to fully utilize such water rights could be appreciably influenced by near future Master Plan decisions.

5. In event operation and maintenance is assumed by the National Park Service, an immediate effort should be undertaken to develop PCP's to correct present deficiencies of water storages, open ditches, failing pipelines and substandard equipment structures and facilities which now contribute to exorbitate maintenance costs.

<html><body>00-00-0000: memorandum to regional director regarding agreement respecting land & water rights with fred harvey, inc. cont; december 19, 1968

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6. From a maintenance standpoint we do forsee conflicts arising in the National Park Service having operational and maintenance responsibilities for the water systems located on private lands. This concerns only the Inn property but is of such magnitude that we would much prefer to reduce Service obligations if feasibly possible at this site. This thought is further prompted by the limited capacity of the Inn reservoir which reportedly has a capacity of 10,000 gallons, and is only near adequate to serve the Inn and Ranch domestic requirements during peak visitation periods. Unfortunately, we do not have overflow measurements from the Inn reservoir but do recognize that such overflow has considerable variation as a result of the limited storage capacity.

7. Due to the retention of all easement rights by Fred Harvey as referred to in Section 6.1 and 6.2, we are again concerned with obligations to be assumed by the Service in maintaining irrigation ditches, other diversions and transportation works which will not extend any appreciable benefit to the Service, now or in the forseeable future.

8. We note there is no low flow-level specified whereby the National Park Service may be relieved of its maintenance obligation and relinquishment of the water systems to Fred Harvey, Inc. For this reason we believe consideration should be given to other inter-related matters.

(a) The highway construction and rechanneling of the water flow from Furnace Creek Wash at Zabriske Point into Gower Gulch. There is a distinct possibility that the removal of alluvium from the wash at this point (now a 12-foot gully) has reduced the flow of underground water in the wash near Furnace Creek Inn. The geological situation strongly suggests that much more alluvium will be removed in the near future as flash floods continue to cut into the soft clay-like barrier originally breached by the State Highway Department. Their purpose in breaching the barrier was to divert flood damage from areas further down Furnace Creek Wash. As the wash at and above Zabriskie Point is altered the underground water resource at Furnace Creek Inn can conceivably be reduced proportionally.

(b) The chemical analysis of the water at Ash Meadows and the Travertine-Texas Springs indicates that this water is from the same source, according to Dr. Peter Mehringer, University of Arizona, Tucson. According to Schoff and Moore (1964 Chemistry movement of ground water, Nevada Test Site, USGS, TEI-838), the water in the Amargosa Desert area comes from the north; from the east (direction

<html><body>00-00-0000: memorandum to regional director regarding agreement respecting land & water rights with fred harvey, inc. cont; december 19, 1968

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of the Spring Mountains). Through "Tritium" tests, the water in these areas (Furnace Creek and Amargosa) is believed to be of recent origin and not from ancient groundwater deposits. This indicates that the water flow is effected by the current rainfall and water presently being used fell on the recharge areas as recently as 1958. The long trend is for the climate to become drier according to biological and climatological data.

(c) Development in the Amargosa Desert Farm area and in the Ash Meadows area could conceivably effect the water flow in the Furnace Creek area since there is a good possibility that these water resources are connected. I refer to the work done at Devil's Hole (Worts, G.F. 1963), (Effect of Groundwater development on the pool level in Devil's Hole, Death Valley National Monument, Nye County Nevada), and (USGS typed report, Death Valley National Monument Library). Also, there is a chance that the water may be contaminated with radio active ions from the Nevada Test Site.

(d) A complete hydrological study of the water resources at Furnace Creek would resolve questions that have been raised here.

9. There is a reported current potential for 5 c.f.s. of water available in Furnace Creek Wash and its tributaries, including Travertine Springs, and from Texas Springs and other waters in their vicinity. However, USGS measurements for 1967 indicate the following approximate flow averages through the water collection systems:

Texas Spring	.43	cu.	ft.	sec.
Furnace Creek - 6" domestic	.44	"	"	"
North Travertine (ditch)	1.90	"	"	"
South Travertine (ditch)	1.20	"	"	"
Furnace Creek Tunnel	.30	"	"	"
	4.27	cu.	ft.	sec.

Robert J. Murphy

In duplicate

00-00-0000: message record between moore and stitt regarding requested information by hummel; december 13, 1968

Subject: Info requested by Ass't. Director Hummel in telephone conversation with you

NATIONAL PARK SERVICE
Western Regional Office
MESSAGE RECORD

Routed for: ☐ Information ☐ Action

To: ~~Bumburg~~ ~~Martin~~ Bulkeley

☒ **Incoming Call** ☐ **Outgoing Call**

Date Dec. 13, 1968

Foster HST

Name and Title Mr. Moore

Representing WASO **Telephone No.**

Address

NPS Personnel in on Call Stitt

Conversation:

Assistant Director Moore called in response to your telephone call regarding the above subject and said the following information was requested by Mr. Hummel.

1. What is the condition of the water system?

2. What will it cost to put it in good operating condition without continuous expenditures for repair?

3. How would we determine proportionate cost for concessioner for use of water?

4. What are the concessioner needs for irrigation water?

   a. Golf course.

1.7 c.f.s.

   b. Date palm grove

cc:
Martin

Follow-up Action to be Taken:

Follow-up Action Taken:

00-00-0000: memorandum to regional director regarding increase cost of water systems - 1971 fy, december 12, 1968

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
December 12, 1968

RECEIVED
NPS Western Regional Office
DEC 16 '68
Reg. Dir.
Asst. R.D. (AD)
Asst. R.D (OP)
Asst. to R.D. (CA)
Asst. to R.D. (PC)

IN REPLY REFER TO:

~~D2G~~
(WR)OM

Memorandum

To: Regional Director, Western Region

From: Superintendent, Death Valley

Subject: Increase cost of water systems - 1971 FY

Under Agreement Respecting Land And Water Rights, between the United States of America and Fred Harvey, Inc., the National Park Service will assume responsibility for maintenance and upkeep of water systems now maintained by Fred Harvey, Inc.

These distribution systems and related water collection and diversion works must be maintained at a high standard to deliver up to 5 c.f.s. of water. Fred Harvey will have demand for 2.064 c.f.s. plus .536 c.f.s. by direct purchase, as well as right to purchase excess water as needed. Water is to be measured at points of delivery.

In consulting with Fred Harvey Maintenance Engineer, records of past maintenance performed by Fred Harvey, Inc., reflect a minimum of $15,000 per fiscal year is needed for our apportioned share of maintenance on these systems. Manpower ceilings raised to include one permanent plumber position and 1.9 manyears of temporary employees.

Robert J. Murphy

00-00-0000: message record between superintendent and merle e. stitt regarding land transaction death valley hotel company -- fred harvey company, december 04, 1968

Subject:
Land Transaction

NATIONAL PARK SERVICE
Western Regional Office

Routed for: ☒ Information ☐ Action

☒ Incoming Call
☐ Outgoing Call

MESSAGE RECORD

Date Dec. 4, 1968

To: Rumburg
Murphy

Name and Title From Superintendent Murphy, Death Vally

Representing _____ Telephone No. _____

Address _____

NPS Personnel in on Call To Merle E. Stitt

Conversation: Land Transaction Death Valley Hotel Company--Fred Harvey Company

A Mr. Harvey of the Fred Harvey Company called Superintendent Murphy today to advise that he would be in Death Valley December 10 at 10 a.m. to discuss Article 6 of the Memorandum of Understanding. While the Superintendent hasn't seen Article 6, since it is a newaddition to the Memorandum of Understanding, he understands that it has to do with maintenance of the utility systems which we are to inherit as a result of the land transactions now in progress.

Superintendent Murphy says that the water and sewer systems are dilapidated and about to fall in and that if they are going to be maintained it is going to take a large amount of money for which they are not budgeted. He suggested that the Regional Director may wish to have Monty Martin, or someone from the Region with a good understanding of utility maintenance, attend the meeting on December 10.

Phil Stewart, WASO, apparently told Harvey that he should have his lawyer present d uring the discussion of Article 6 of the Memorandum of Understanding. The lawyer can't come, however.

Gene Smith, Vice-President, Death Valley Hotel Company, is in the monument at the present time surveying the Ranch, Inn, and Hotel Company property. Murphy has been advised that the transfer is to come off prior to January 1, but

(See Page 2)

Follow-up Action to be Taken:

Follow-up Action Taken:
12/23/68 - The figure of 5.00 cfm is in error covering total water available - 4.25 C.F.M. is the correct figure
Epan

Subject:
Land Transaction
Page 2

NATIONAL PARK SERVICE
Western Regional Office

Routed for: ☐ Information ☐ Action

☐ Incoming Call
☐ Outgoing Call

MESSAGE RECORD

Date _____

To: Rumburg

Name and Title _____

Representing _____ Telephone No. _____

Address _____

NPS Personnel in on Call _____

Conversation: Page 2--Call from Supt., Death Valley, Dec. 4, 1968

Smith has indicated that it will be next to impossible to meet this date.

Murphy wishes us to see if there is a copy of Article 6 of the Memorandum of Understanding available in this office and, if so, he wants us to send him a copy as soon as possible.

Follow-up Action to be Taken:
(1) Advise Murphy whether someone from the Region will attend the December 10 meeting;
(2) Send copy of Article 6, Memorandum of Agreement, if available.

Follow-up Action Taken:

00-00-0000: message record between ed hummel and ray mulvany - monty martin regarding water for fred harvey company =october 23, 1968

Subject:

NATIONAL PARK SERVICE

Western Regional Office

MESSAGE RECORD

Routed for: ☐ Information ☐ Action

☒ Incoming Call ☐ Outgoing Call

Date 10/23/68

To: Rutter ~~Rumburg~~ Danz Martin

Name and Title Ed Hummel

Representing WASO Telephone No. _____

Address _____

NPS Personnel in on Call Ray Mulvany - Monty Martin

Conversation: Re: Water for Fred Harvey Company, Death Valley

Ed Hummel called and said that negotiations are underway to acquire all except 300 acres of the Fred Harvey property at Death Valley. If the acquisition is consummated then certain water rights now held by Fred Harvey will become Service property and it will be necessary that water be furnished to the Harvey Company on a reimburseable basis.

Since there is a certain amount of seepage and evaporation occurring between the springs and the hotel and water is wasted through the swimming pool for irrigation purposes and overflow even after all of this usage occurs, Ed would like a report analyzing the way we would propose to determine the amount of water used by the Harvey Company and the rates that we estimate would be applicable to the water used. He would also need to know the approximate amount of water wasted throughout the system. He feels that engineers should make the determination on water measurement and usage, and I suggested Harold Danz be involved in the rate computation. He would like the report by early February. Monty Martin is following up on this matter.

also would like an estimate of cost of rehabilitation
the report should be made to him by early February

Follow-up Action to be Taken:

Follow-up Action Taken:

00-00-0000: letter to dawson regarding action being taken by this department in an effort to resolve finally the long-standing controversy over the respective claims to water in furnace creek; march 28, 1966

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

PARKS

In Reply Refer to:
L54-SLW

MAR 28 1966

Dear Mr. Dawson:

You will recall that we wrote to you on August 19 and December 23, 1965, in response to your letters of July 12 and November 22, 1965, concerning the action being taken by this Department in an effort to resolve finally the long-standing controversy over the respective claims to water in the Furnace Creek area of Death Valley National Monument, California, as between the Death Valley Hotel Company, Ltd., and the National Park Service.

Enclosed herewith is a copy of an appraisal of the Death Valley Hotel Company's properties within Death Valley National Monument by James A. Hopper, M.A.I., of Fresno, California. Also enclosed are copies of two letters from Mr. Hopper, dated December 16, 1965 and January 13, 1966, supplementing his report. These letters make it clear that the appraised value of the properties is based on 2.08 c.f.s. of water which is within the company's legal entitlement according to the determination of our Solicitor's office.

As thus supplemented and clarified, the Department has accepted the appraisal as a guide for further discussion to determine if some solution to the present unsettled situation can be evolved. If the hotel and ranch properties can be acquired at or close to the appraised value, title to all water supplies in that area will have been merged in the United States and all relative entitlement issues resolved in that process. So long as the United States is not paying for water rights above the amount we consider the company's entitlement, this appears to be the most efficient method of eliminating water entitlement questions.

Sincerely yours,

(sgd) John A. Carver, Jr.

Under Secretary of the Interior

Hon. William L. Dawson
Chairman, Committee on
Government Operations
House of Representatives
Washington, D. C.

Enclosures
CC: Secretary's Reading File
SOL
FW

RECEIVED
NPS Western Regional Office
MAR 30 '66
ACTION

Regional Director, Western
Superintendent, Death Valley

→ V COSTELLO Kornblum

00-00-0000: memorandum to regional director regarding files relating to furnace creek area water rights; march 28, 1966

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION
P. O. BOX 21-4527
SACRAMENTO, CALIFORNIA 95821

NOV 19 1965

Memorandum

To: Regional Director, Western Region, National Park Service

From: Regional Solicitor

Subject: Files relating to Furnace Creek area water rights -- Death Valley National Monument

In connection with the study conducted by this office relating to water rights in the Furnace Creek area of Death Valley National Monument, I obtained from your office at various times files, maps, and other forms of data for review. With earlier memorandums, much of the material borrowed has been returned. However, by separate cover contemporaneous with Mr. Siler's memorandum of August 20, 1963, there were furnished Items 1, 2, and 3 enumerated in the memorandum of August 13, 1963, from Chief, Division of Lands, Donald E. Lee, addressed to your office.

On October 20, 1964, Field Solicitor William J. Costello, brought to this office a recapitulation contained in certain correspondence in which a listing was made of material previously furnished to this office which had not yet been returned. By memorandum of October 27, 1964, to the Field Solicitor, we acknowledged retention of the listing furnished with the exception of the Scofield DeLong appraisal report of June 12, 1941. Thereafter, we found that report and acknowledged our possession of it by memorandum of November 13, 1964, addressed to the Field Solicitor.

We would now like to return for appropriate disposition the materials so far as we can identify them that have been retained in this office but which are scheduled for return to you. Accordingly, under separate cover, we are returning the following items previously furnished to us and intended forreturn to your office:

A. Items 1, 2, and 3 enumerated in the memorandum of August 13, 1963, from Mr. Lee to your office. Item 1 is a file labeled "Alien Water Right No. 42". Item 2 mentioned by Mr. Lee is a memorandum entitled "Water Supply and Use, Furnace Creek Area", dated December 31, 1962, which contains answers of

Mr. A. van V. Dunn to questions posed November 13, 1962, by attorneys Phineas Indritz and Sidney McClellan of the staff of the Special Subcommittee on Assigned Power and Land Problems, House of Representatives. Item 3 of this group is composed of transmitting memorandums and a memorandum entitled "Land Description and Occupancy", prepared by Mr. Dunn in answer to questions posed by Mr. McClellan, together with a table of attachments and references with copies of the documents referred to in the table.

B. Folder A4 (being the only folder retained by us of a group bearing the "A" label) entitled "Death Valley Hotel Company Task Force Study Report, April 23, 1962."

C. Folder B2 (the only one of the "B" series retained by us) entitled "J. B. Lippincott's Report on Valuation of the Water Rights of the Pacific Coast Borax Company in Death Valley National Monument", dated October 1941.

D. File 610 labeled Exhibit "A","Report to C. L. Gable on Value of Pacific Coast Borax Company Properties at Death Valley National Monument", prepared by Scofield Delong, June 12, 1941.

E. Enlarged aerial photographs in four (4) sheets of T. 27 N., R.1 E., S.B.M., Sections 15, 16, 21, and 22.

F. Reproduced topographic map of Furnace Creek quadrangle being a 1930 reprint of the edition of April 1910.

G. Water Use Study in Furnace Creek area at Death Valley National Monument (Revised) by A. van V. Dunn, dated January 15, 1941. I am not certain whether this copy was intended for the Regional files or whether it was a personal copy intended to be retained by Mr. Dunn. However, I do not have his present address and if you find that it duplicates material already in your files, will you please return it to Mr. Dunn.

In addition to the above listed material, I have a file 660-05.75 "Furnace Creek--Texas Springs Water Rights, Part 1, 1940 and 1941." A note attached to this file indicates that it should be returned to the Water Resources Branch, NPS, Washington, D. C. Accordingly,

I am returning this file directly to your Washington office.

Our review of the material on hand in this office indicates that the above listed material is the only remaining material scheduled for return to your office and that of the Director. However, I invite your review for confirmation of this fact. If you identify any documents scheduled for return which have not now been returned, we would appreciate calling the matter to our attention, and we will undertake a further review.

For your use and retention we are forwarding a set of full scale drawings (1" = 1000') prepared for overlay purposes (CRONAFLEX process transparencies) in nine (9) sheets which were prepared to depict historical changes in land and water uses in the Furnace Creek area. Photo negatives of these drawings in reduced scale were forwarded to the Associate Solicitor, Territories, Wildlife and Parks on December 17, 1963. Should occasion arise to require additional sets of these drawings, the photo negatives may be utilized for that purpose. Our files contain considerable correspondence relating to possible realignment of section lines (which for the purpose of these drawings were adapted from the Tout dependent resurvey and subdivision of T. 27 N., R 1 E., S.B.M., conducted in 1960 and 1961 and accepted October 25, 1962). This correspondence from Mr. Dunn was predicated on an assumption that a re-examination of the Tout resurvey would produce an official modification. This, however, has not resulted to this date, and the drawings, therefore, are considered to reflect the current official cadastral survey of the area under examination.

In explanation of these drawings, there is a narrative prepared October 8, 1963, by Mr. A. van V. Dunn entitled "Historical Land Occupancy and Estimated Water Use, Furnace Creek Area, Death Valley National Monument, T. 27 N., R. 1 E., S.B.M., Inyo County, California." A copy of this narrative (22 pages) is forwarded for attachment to the set of drawings.

Also forwarded are the following narratives prepared by Mr. Dunn as a part of the Death Valley water right studies: (1) "Furnace Creek Water Supply 1882-1962" (14 pages), dated November 9, 1963. This narrative is to be read in conjunction with Mr. Dunn's letter of March 26, 1964, addressed to Assistant Regional Solicitor Joseph E. Taylor. A copy of said letter is attached to the narrative. (2) "Water Use Comments" in four (4) pages dated September 20, 1963. (3) "Revision of September 10, 1963, of Dunn's Answers to McClellan's Questions in November and December 1962" (3 pages).

00-00-0000: paper article from the fresno bee solons charge interest conflict, water giveaway; march 25, 1975

Mr. Costello

Paper: Fresno Bee
Date: March 25, 1965

Giveaway

Solons Charge Interest Conflict, Water

By Edward H. Dickson
McClatchy Newspapers staff writer

WASHINGTON — A five year congressional investigation of water rights in the Death Valley Monument in California was climaxed today with the charge the national park service has been "negligent in its duty to protect the public interest."

The finding was made by a house committee on government operations and is the result of a probe made by a special subcommittee headed by Congressman John E. Moss of the third, Sacramento County, district.

The group charged a conflict of interest by Horace M. Albright, former park service director and a member of the advisory board on national parks, historic sites, buildings and monuments.

The committee claimed most of the water diverted by the Death Valley Hotel Company for its Furnace Creek resort was from government lands withdrawn from private use by presidential order dating as far back as 1913.

No Legal Title

Despite the withdrawal, the committee declared the park service by contract had the intention of giving the company full ownership of water rights to which it had no legal title.

The accusation is made that the park service made changes in its park program regarding the public development of Death Valley as the result of representations made by Albright.

The committee said Albright had extensive correspondence and contacts with Conrad L. Wirth, former park service director, and others in the agency.

During the time, the committee report says, Albright served as president, general manager, director and consultant in companies closely related to the Death Valley Hotel Company. It is charged he also was a stockholder and received a substantial income in both his capacities as a company officer and stockholder.

Moss said:

"The committee's investigation fully demonstrated that the national park service for many years neglected to protect the public interest and the government's rights to water in the Death Valley Monument.

"The park service has allowed the hotel company to control more than 98 per cent of the water available in the Furnace Creek area for its golf courses, a date orchard, horse pastures, swimming pools and duck ponds. This, despite the fact its legal right to such water is open to serious question on several grounds * of the president's withdrawal orders."

The congressman declared an opinion of the solicitor general of the interior department, backed by an independent California water law authority, says the park service is entitled to "at least 54 per cent of the water diverted by the company" instead of "the scant 35 gallons per minute which the company allowed to the park service for many years".

Moss charged the interior department's failure to protect the government's water rights has precluded long range government development of the Furnace Creek area and that the government has lost revenues.

He recommended and the committee approved:

1. The interior department, parent agency of the park service, should determine how much the company owes for its past usage water and land and bring legal action to collect.

2. To complete the fixing of the precise boundaries of the federal and non-federal land holdings in the Furnace Creek area.

3. Expedite plans for government development in the Furnace Creek area, based on the amount of water to which the government is entitled. The development would include trailer camps, cabins, campgrounds, a picnic area and swimming facilities.

4. Issue a special directive to members of the advisory board on national parks, historic * ~~sites~~ buildings and monuments regarding conflict of interest.

* Not readable in WRO's copy.

00-00-0000: memorandum to field solicitor regarding water rights; july 09, 1965

File

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION
P. O. BOX 21-4527
SACRAMENTO, CALIFORNIA 95821

July 9, 1965

Memorandum

To: Field Solicitor, San Francisco

From: Regional Solicitor

Subject: Water rights -- Death Valley

Just after you and Bob Davis left last Tuesday I received a copy of the Under Secretary's letter to Mr. Gerstley of June 25. A copy is enclosed for your information.

Neither Mr. Horne nor I had any intimation of negotiations toward having the hotel company quitclaim to the United States and in return enter contract for water supply. This is a completely new wrinkle, but if pursued to fruition it would completely eliminate the necessity for refined determination of water rights as between the United States and the hotel company. It is doubtful that any development will take place prior to Mr. Davis' assignment to this office, but if there are further indications of success along this line, it will probably change the nature of the assignments when he arrives here.

For the Regional Solicitor
Sacramento Region

Joseph E. Taylor

Joseph E. Taylor
Assistant Regional Solicitor

Enclosure

00-00-0000: letter to gerstley regarding present unsettled land and water matters in the furnace creek area, june 25, 1965

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

JUN 25 1965

JUL 1 65
UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION

L1425-SLW

Dear Mr. Gerstley:

We are writing with regard to the present unsettled land and water matters in the Furnace Creek area of the Death Valley National Monument. You will recall these matters were discussed with you here in a meeting last fall.

At our last meeting, you indicated that your company is willing to consider disposition of its holdings in the Furnace Creek area of the monument. One approach discussed was the appraisal of your company's property, taking into account our respective claims to water and the possibility of a mutually agreeable purchase contract provided funds could be obtained for such a purchase. While an appraisal is now being made for the National Park Service along this line, the large number of variables casts serious doubt on the probability of reaching acceptable terms. You will recall, however, that our discussion touched briefly on another possible solution which appears to warrant further exploration at this time.

Under this possible solution, the hotel company would quitclaim to the United States all its right, title, interest, or claim to any of the water rights and sources in Death Valley National Monument. In return, and on a contractual basis, the National Park Service would agree to furnish to the hotel company, its lessees or assignees, such amounts of water as are reasonably necessary to the conduct of the hotel and related operations at a level consistent with the needs of the users of such facilities. The amount of water so to be furnished would, of course, be subject to negotiation and possible adjustment from time to time, with the reasonable needs of all visitors and the efficient administration of the monument being taken into account. Under this arrangement the hotel company would retain the right to operate the facilities directly or to lease or sell them to another operator, including assignment of the contractual water supply. Such questions as cost sharing for distribution system improvements, charges for water furnished, etc., would also be subject to negotiation.

If the suggestion outlined in the foregoing paragraph appears to offer an acceptable basis for further discussion, we will be glad to arrange for the necessary meeting here at your earliest convenience

S-1376

after representatives of the National Park Service and your company have conducted preliminary discussions on the terms which would have to be specified.

Sincerely yours,

(sgd) John A. Carver, Jr.

Under Secretary of the Interior

Mr. J. M. Gerstley
President, Death Valley Hotel
Company, Ltd.
3075 Wilshire Boulevard
Los Angeles, California 90000

cc:
DCCO
Moss Subcommittee on Assigned Power and Land Problems
Secretary's Reading File
LM (2)
Regional Director, Western
Superintendent, Death Valley
Chief, WODC (2)
Reg. Sol., Sacramento, Calif.
Mr. Edward Weinberg, Room 6352

00-00-0000: article "moss blasts death valley resort's water deal; march 25, 1965

The Sacramento Bee 3/25/65

Moss Blasts Death Valley Resort's Water Deal

By Edward H. Dickson
Bee staff writer

WASHINGTON — A five year congressional investigation of water rights in Death Valley national monument in California was climaxed today with the charge that the national park service has been "negligent in its duty to protect the public interest."

The finding was made by a house committee on government operations and was the result of a probe made by a special subcommittee which was headed by Congressman John E. Moss of the third, Sacramento County, district.

Charge Interest Conflict

The group charged a conflict of interest by Horace M. Albright, former park service director and a member of the advisory board on national parks, historic sites, buildings and monuments.

The committee claimed that most of the water diverted by the Death Valley Hotel Company for its Furnace Creek resorts was from government land withdrawn from private use by presidential order dating as far back as 1913.

Despite the withdrawal, the committee declared, the park service by contract had the intention of giving the company full ownership of water rights to which it had no legal title.

The accusation was made that the park service made changes in its program regarding the public development of Death Valley as the result of representations made by Albright.

The committee stated Albright had extensive correspondence and contacts with Conrad L. Wirth, former park service director, and others in the agency.

During the time, the committee report says, Albright served as president, general manager, director and consultant in companies closely related to the Death Valley Hotel Company. It was charged he also was a stockholder and received a substantial income in both his capacities as a company officer and stockholder.

Congressman Moss said:

"The committee's investigation fully dimonstrated that the national park service for many years neglected to protect the public interest and the governments rights to water in Death Valley.

"The park service has allowed the hotel company to control more than 98 per cent of the water available in the Furnace Creek area for its golf courses, a date orchard, horse pastures, swimming pools and duck ponds. This, despite the fact its legal right to such water is open to serious question on several grounds in view of the president's withdrawal orders."

Cited 54 Per Cent Right

The congressman declared an opinion of the solicitor general of the interior department, backed by an independent California water law authority, states the park service is entitled to at least 54 per cent of the water diverted by the company "instead of the scant 35 gallons a minute which the company allowed to the park servcie for many years."

Moss charged the interior department's failure to protect the government's water rights has precluded long range government development of the Furnace Creek area and that the government has lost revenues.

Moss made these recommendations which the committee approved:

1. The interior department, parent agency of the park service, should determine how much the company owes for its past use of water and land and bring legal action to collect.

2. Promptly the department should complete the fixing of the precise boundaries of the federal and non federal land holdings in the Furnace Creek area.

3. It also should expedite plans for government development in the Furnace Creek area, based on the amount of water to which the government is entitled. The development would include trailer camps, cabins, campgrounds, a picnic area and swimming facilities.

4. A special directive should be issued to members of the advisory board on national parks, historics sites, buildings and monuments regarding conflict of interest.

00-00-0000: congress of the united states letter regarding the national park service being negligent in its duties to protect the public interest; march 25, 1965

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House of Representatives
COMMITTEE ON GOVERNMENT OPERATIONS
2157 Rayburn House Office Building
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CAPITOL 4-3121
MAJORITY—EXTENSION 5051
MINORITY—EXTENSION 5074

USE PM's THURSDAY, MARCH 25, 1965

NEWS RELEASE

The House Committee on Government Operations today charged that the National Park Service has for many years been "negligent in its duty to protect the public interest" with regard to Government water rights in Death Valley National Monument. The monument, which is situated near the Nevada-California border, is one of the Nation's major resort and tourist recreation sites.

The Committee's unanimous report stems from a lengthy investigation by its Special Subcommittee on Death Valley National Monument under the chairmanship of Rep. John E. Moss (D.-Calif.). Rep. William L. Dawson (D.-Ill.) is chairman of the full committee.

The Committee's preliminary inquiry into National Park Service operations in the monument began in 1959. It culminated with hearings held last year in Sacramento, Calif., and Washington, D. C., which focused mainly on two issues.

1. The charge that most of the water diverted by the Death Valley Hotel Company (a private corporation which owns the well-known Furnace Creek resort facilities in the monument) is from Government lands which were withdrawn by presidential order in 1913 and 1926 to prevent private use of the waters there, and that the Interior Department was preparing, by contract, to give the company full ownership of the water despite the company's lack of legal title to most of the water diverted by it.

2. The charge that Park Service changes in its Mission 66 program for the development of Death Valley resulted from activities of a former Director of the National Park Service who was acting in the dual capacity as agent for the benefit of the company and as a member of the statutory Advisory Board on National Parks, Historic Sites, Buildings, and Monuments. The former Director named by the Committee was Horace M. Albright, who served on the Board from 1952 to 1958.

00-00-0000: congress of the united states letter regarding the national park service being negligent in its duties to protect the public interest cont; march 25, 1965

The report reveals that during this period Mr. Albright had extensive correspondence and contacts with the then-Park Service Director Conrad L. Wirth, and other officials about these matters. It adds: "The Committee concludes that Mr. Albright's efforts in these matters greatly influenced the Park Service officials. Yet, during the same six-year period, Mr. Albright also served as president, general manager, director, and consultant of, and was a stockholder in, companies closely related to the Death Valley Hotel Company, and received substantial income from both."

"Despite the fact that he was serving both as a member of the National Park Service Advisory Board and as a representative of the interests of the hotel company," the report continues, "Mr. Albright never disqualified himself in connection with Park Service activities and operations in Death Valley. Nor did anyone in the Park Service suggest or request that he do so."

Congressman Moss stated today that "The Committee's investigation fully demonstrated that the National Park Service had for many years neglected its duty to protect the public interest and the Government's rights to the water in Death Valley National Monument. The Park Service has allowed the hotel company to control over 98% of all the water available in the Furnace Creek area for its golf courses, date orchard, horse pastures, swimming pools, duck ponds, etc., although its legal right to such water is open to serious question on several grounds in view of the President's withdrawal orders."

It was not until June 1964, after the Committee hearings, that the Department's Solicitor issued an opinion on the water rights issues.

"The Solicitor's opinion, as well as a legal opinion obtained by the Committee from an independent expert on California water law", Rep. Moss said, "show that the Park Service is entitled to at least 54% of the amount diverted by the company, instead of the scant 35 gallons per minute which the company allowed to the Park Service for many years."

"The Interior Department's failure to protect the Government's water rights has inhibited long-range Park Service planning and development in the Furnace Creek area of the monument", Rep. Moss stated. He also noted that "this failure has resulted in the Government's loss of revenue for the company's use of the reserved Government waters."

The Committee report includes a number of recommendations. It emphasizes that:

00-00-0000: congress of the united states letter regarding the national park service being negligent in its duties to protect the public interest cont., march 25, 1965

1. The Department should determine how much money the company owes the Government for the company's past use of land and water in excess of its legal right to use such land and water, and take steps to collect any such amounts.

2. The Department should promptly complete the fixing of the precise boundaries of the Federal and non-Federal land holdings in the Furnace Creek area.

3. The Department should expedite completion of long-range plans for National Park Service development in the monument which can be served by water from the Furnace Creek area, based on the amount of water to which the United States is entitled. These developments should include a wide range of public-use needs, such as trailer camps, cabins, campgrounds, picnic area, and swimming facilities. (The Committee's report pointed out that the monument had over 604,000 visitor days in 1963, and that estimates indicate at least a 50% increase in visitors in the next 10 years).

4. The Department should issue a special directive to members of the Advisory Board on National Parks, Historic Sites, Buildings, and Monuments concerning conflict of interest. The directive should require a Board member to refrain from direct or indirect participation in any departmental matter affecting a national park area, site, or building where there is private property or business in which the Board member has a specific financial or personal interest.

Copies of the hearings and report may be obtained from the House Committee on Government Operations, Rayburn House Office Building, Washington, D. C., 20505.

10-27-1964: memorandum: files relating to furnace creek water rights

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION

P. O. BOX 21-4527
SACRAMENTO 21, CALIFORNIA 95821

October 27, 1964

Memorandum

To: Field Solicitor, San Francisco

From: Regional Solicitor

Subject: Files relating to Furnace Creek water rights -- Death Valley National Monument

During your visit to this office on October 20 you left with me copies of certain correspondence among regional officials of the National Park Service which in the aggregate contained a listing of material previously furnished to this office in connection with our study of Furnace Creek water rights. You requested that I verify the markings thereon indicating files still retained by us.

The first file designated as still in our possession is No. 610, being an appraisal report by Scofield DeLong of June 12, 1941, entitled "Value of Pacific Coast Borax Company Properties at Death Valley National Monument". This report is listed as Exhibit A in the memorandum of January 30, 1963, from the Regional Chief of Lands to me. As indicated in our memorandum of April 2, 1963, to the Regional Director, attention: Regional Chief of Lands, we returned that report. However, there may be a case of mistaken identity because we do have and are retaining for further use (although it can be returned at most any time and borrowed again later) the Folder B2 containing the valuation of water rights of the Pacific Coast Borax Company as of October 1941, prepared by J. B. Lippincott, Consulting Engineer.

We also have and are retaining for further use Folder A4 containing the Death Valley Hotel Company task force study report of April 23, 1962. This also will probably be returned in the not too distant future.

The material you left indicates that items 1, 2, and 3, enumerated in the memorandum of August 13, 1963, from Donald E. Lee, Chief, Division of Lands, are still in our possession. This statement is correct. Item 1 of Mr. Lee's memorandum is a complete file labeled "Alien Water Right No. 42". Item 2 of Mr. Lee's memorandum is properly identified as the paper of December 31, 1962, entitled "Water Supply and Use, Furnace Creek Area--Death Valley", prepared by Mr. Dunn. However, Item 3 of Mr. Lee's memorandum under the title "Land Description and Occupancy" is a documentation of questions propounded by Mr. McClellan of the staff

of the Moss Subcommittee on November 13, 1962, and December 5, 1962, together with Mr. Dunn's answers, along with reproductions of instruments referred to in Mr. Dunn's answers. This documentation is that which was forwarded on February 11, 1963, by Assistant Secretary Carver to Congressman Moss. It will be necessary to retain these latter three files listed in Mr. Lee's memorandum pending completion of studies by this office.

The materials left by you are returned. It also appears that by inadvertence you left our memorandum to you of July 31, 1964, transmitting copies of sample title opinions which with its attachments are returned.

For the Regional Solicitor
Sacramento Region

Joseph E. Taylor

Joseph E. Taylor
Assistant Regional Solicitor

In duplicate

Enclosures

10-27-1964: hearings before a subcommittee of the committee on government operations: furnace creek area water rights

DEATH VALLEY NATIONAL MONUMENT

(Furnace Creek Area—Water Rights and Related Matters)

HEARINGS

BEFORE A

SUBCOMMITTEE OF THE COMMITTEE ON GOVERNMENT OPERATIONS HOUSE OF REPRESENTATIVES

EIGHTY-EIGHTH CONGRESS

SECOND SESSION

JANUARY 27, 28, 29; MARCH 23, AND APRIL 21, 1964

Printed for the use of the
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WATER RESOURCES

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DEATH VALLEY NATIONAL MONUMENT

(Furnace Creek Area—Water Rights and Related Matters)

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00-00-0000: memorandum to regional solicitor regarding death valley water rights attachments to mcclellan memorandum of august 6, 1958; may 02, 1963

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

K-62-2008.18

MAY 2 1963

Memorandum

To: Regional Solicitor, Sacramento, California

From: Associate Solicitor, Territories, Wildlife and Parks

Subject: Death Valley Water Rights - Attachments to McClellan Memorandum of August 6, 1958

There are enclosed copies of documents which, in our best judgment and the judgment of personnel of the National Park Service, constitute the enclosures to the August 6, 1958 memorandum of Field Solicitor McClellan. We understand that a request for these materials was made of Mr. Harry Sanders of the Service when he was in California on a recent field trip. As you know, this office does not have the enclosures which were forwarded originally with the McClellan memorandum, and the documents we are sending you are based upon a study of the memorandum and documents in the files to which it apparently makes reference.

(Sgd.) Lewis S. Flagg, III

Lewis S. Flagg, III
Associate Solicitor
Territories, Wildlife and Parks

Enclosures

cc: Director, National Park Service
Regional Director, NPS, San Francisco
Field Solicitor, San Francisco

00-00-0000: memorandum to associate solicitor regarding water rights -- furnace creek area

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION
P. O. BOX 21-4527
SACRAMENTO 21, CALIFORNIA

JAN 24 1963

Memorandum

To: Associate Solicitor, Territories, Wildlife and Parks

From: Regional Solicitor

Subject: Water rights -- Furnace Creek area -- Death Valley National Monument

As indicated in our memorandum of November 30, 1962, Messrs. Phineas Indritz and Sidney McClellan of the staff of the House Subcommittee on Government Operations visited this office on November 28. In the course of our discussions with these gentlemen we were informed that they had obtained information from officials of the Death Valley Hotel Company, Ltd., relating to the nature of the water claims and usage of the hotel company and its predecessors.

So far as we have been able to identify it, we have assembled the material available to the Regional office, Western Region, National Park Service. However, this background material, with very few minor exceptions involving slightly earlier correspondence, relates to the period commencing in 1940 and extending to the present time (although there may be additional correspondence files in the Washington office of the National Park Service not contained in the files reviewed here).

As we informed you, Mr. Indritz seemed inclined to recommend that he be authorized to furnish to the Solicitor's office the information obtained in the course of investigation by the staff. It would appear that there may now have been time for the committee staff to review, sort, and reproduce the material obtained on the field trip. However, we understand from yesterday's telephone conversation with Mr. Meyer that material is still coming in to the committee and that the staff would want the opportunity to compile all such material before releasing any part. Accordingly, we would like to ask that you keep in contact with the committee staff, and when it feels that all material to be received is at hand, you renew the request to obtain copies for our use in the study of the water rights situation of the subject area of this national monument.

Frank B. Horne

Regional Solicitor
Sacramento Region

In duplicate

Blind copy to: Field Solicitor, San Francisco

00-00-0000: memorandum to regional solicitor regarding visit of moss committee members; november 26, 1962

San Francisco Field Office
180 New Montgomery Street
San Francisco, California

November 26, 1962

Memorandum

To: Regional Solicitor, Sacramento

From: Field Solicitor, San Francisco

Subject: Visit of Moss Committee members

Messrs. McClellan and Indritz of the Moss Committee spent part of this day in the offices of the Western Region, National Park Service. I met both of these gentlemen and discussed to a limited extent their current activities in relation to the Death Valley water rights problem. They are talking to some of the regional office personnel here with respect to the water rights matters and are also talking to some of the people in the Western Office, Design and Construction. Both of these men plan to come to your office in Sacramento on some day this week. They were unable to give me a firm time for their planned arrival, but I was assured that it would not be before Wednesday. This memorandum, therefore, is written to alert you to the expected arrival of the two lawyers so that adjustments may be made in other schedules if that is possible to allow time for conferences with them. I would believe that their principal interest is in talking to Mr. Taylor, but I am sure that they are interested in talking to the Regional Solicitor as well, if he is available.

William J. Costello
Field Solicitor

00-00-0000: memorandum to regional solicitor regarding negotiations with borax company - water rights; may 08, 1962

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

B-62-2035.18

MAY 8 1962

Memorandum

To: Regional Solicitor, Sacramento, California

From: Acting Associate Solicitor, Territories, Wildlife and Parks

Subject: Negotiations with Borax Company - water rights, Death Valley National Monument

There are enclosed for your information a copy of a letter dated January 16, 1962, from Congressman Moss and a copy of the Department's reply of March 23, 1962. You may recall we discussed this matter briefly during your recent trip here.

(Sgd.) BERNARD R. MEYER
Bernard R. Meyer

Enclosures

00-00-0000: letter to moss regarding the consideration to be given the respective legal rights of the united states and the death valley hotel company; march 23, 1962

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

March 23, 1962

Dear Mr. Moss:

This responds to your letter of January 16, with regard to the consideration to be given the respective legal rights of the United States and the Death Valley Hotel Company, Ltd., in the negotiation of any agreement between the parties under the Act of July 2, 1958 (72 Stat. 295). As you are aware, this Act relates, among other things, to the use of water available from Texas Springs, Furnace Creek Wash, and other sources in Death Valley National Monument, California.

You asked to be informed of our position with respect to the statement in the company's letter of March 30, 1961, that little could be gained by an attempt to reconstruct past water use records and the proposal that attention should be directed only to present and future visitor and administrative needs "in the light of present and potentially available water supplies."

We are in agreement with the import of your letter that in the negotiation of any contract with the company we must have as much information as it is possible to obtain regarding the legal rights to the use of water of both the United States and the company. However, it should be noted also that House Report No. 1714, 85th Congress, states in part, that

> "The exchange of land, and an equitable division of water supplies in the Furnace Creek area of the monument, as contemplated under the terms of the bill, will assist in the development of additional visitor and administrative facilities needed in the area."

Senate Report No. 1645, 85th Congress, speaks similarly of " * * * an equitable division of water supplies * * *."

It is our purpose at the present time to gather as much data as possible which, in our view, we ought to have in order to permit a proper handling of the negotiations and preparations of the contract authorized by the Act. The National Park Service is in the process

of gathering such data now. There has been no representation to the company by the National Park Service of its concurrence in the company's suggestion for contract negotiations.

We repeat the assurance given you in our October 31, 1961, letter that we will keep you informed as to any negotiations and discussions with the Borax Company.

We hope that this responds to the questions which prompted your inquiry, and we regret the delay in making this reply.

Sincerely yours,

/s/ John A. Carver, Jr.

Assistant Secretary of the Interior

00-00-0000: letter to john a. carver, jr. regarding advising of subcommittee as to any discussions with the borax company concerning water rights; january 16, 1962

JOHN A. BLATNIK, MINN.
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MARTHA W. GRIFFITHS, MICH.
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JOHN S. MONAGAN, CONN.
NEAL SMITH, IOWA

EIGHTY-SEVENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON GOVERNMENT OPERATIONS

1501 House Office Building

Washington, D.C.

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CHRISTINE RAY DAVIS
STAFF DIRECTOR
CAPITOL 4-3121
MAJORITY—EXTENSION 5051
MINORITY—EXTENSION 5060

January 16, 1962

Honorable John A. Carver, Jr.
Assistant Secretary of the Interior
Department of the Interior
Washington 25, D. C.

Dear Mr. Secretary:

Your letter of October 31, 1961 stated that you will advise this Subcommittee as to any discussions with the Borax Company concerning water rights in Death Valley National Monument. Your letter also stated that no water rights agreement will be made with the Company until this Subcommittee has completed its investigation of the water rights situation in Death Valley and the relationships between the Department and the Company.

Accompanying your letter were copies of four letters between the Park Service and the Company.

The Park Service letter of November 7, 1960 stated that for the "purpose of determining whether negotiations should be undertaken," the Park Service is compiling data on the history of water use in the Monument area. The letter requested the Company to do likewise, and to supply such data to the Park Service. The letter states that with such data, "together with the analysis of the present and future potential water needs in the area, and an idea of the ultimate developments of both interests," the Park Service and the Company could then seek to negotiate an agreement.

In its response of March 30, 1961, the Company stated that "not very much can be gained by expending effort on an attempted reconstruction of past records," and suggested that "we should start with the present situation and facilities and examine existing and future needs in the light of present and potentially available water supplies."

It is our understanding that the legal rights of the Government and of the Company to the water in Death Valley depend in large measure on the history of the Company's actual beneficial use of water made pursuant to the water laws of the State of California and the public land laws of the United States. Therefore, the Company's letter of March 30, 1961, in effect, proposed that negotiations

00-00-0000: letter to john a. carver, jr. regarding advising of subcommittee as to any discussions with the borax company concerning water rights cont; january 16, 1962

between the Park Service and the Company should be without regard to their respective legal rights, but only on the basis of their respective present use of, and future needs for, the water in Death Valley.

Such a basis appears to be wholly inconsistent with the language and purpose of the Act of July 2, 1958 (72 Stat. 295; Public Law 85-495). That act authorized the Secretary of the Interior to enter into an agreement with the Company "defining, fixing and establishing the respective rights" of the Company and the government to the use of the waters in the Monument. The act speaks in terms of "rights" of the parties, not their present and future needs. The reports of the House and Senate Committees which considered the bill, and the Department's letter of April 18, 1958, supporting the bill, all spoke in terms of the "respective rights" of the Company and the United States. H. Rept. 1714 and S. Rept. 1645, 85th Cong., 2d Sess.

We would, therefore, appreciate knowing what response the Park Service has made, or will make, to the Company's letter of March 30, and whether the Department intends to conduct any negotiations with the Company on a basis which disregards consideration of the existing legal rights of the parties.

Sincerely,

John E. Moss
Chairman
Special Subcommittee on Assigned Power and Land Problems

JEM:ib

August 5, 1959

Copy

Memorandum

To: Director

From: Assistant Regional Director, Region Four

Subject: Water for Visitor Center, Furance Creek Area, Death Valley

Under data of July 31 Mr. Dunn wrote us on the above subject, basing his discussion on our memorandum of July 17 transmitting a copy of drawing DV-7100 showing certain proposed work in connection with the development of water for the Visitor Center in the Furnace Creek area.

The contents of Mr. Dunn's memorandum have been reviewed briefly with WODC. IF financing can be arranged, it is hoped that this work will either be under contract this October or at least ready for advertising for quotations.

It should be understood that drawing DV-7100 is primarily a schematic drawing and does not necessarily show thr procise location of any of the structural features. None of the working drawings will show future extensions to other sources than Texas Springs until the water rights have been resolved with Death Valley Hotel Company.

The other suggestions in Mr. Dunn memorandum are being considered in preparation of working drawing for the water system for the Furnace Creek area.

Robert Maier
Assistant Regional Director

Copy to: Superintendent Death Valley
Chief, WODC (2)

00-00-0000: memorandum to regional director regarding water for visitor center, july 31, 1959

July 31, 1959

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Water for Visitor Center, Furnace Creek Area, Death Valley

Drawing DV-7100, with notations reflecting existing and proposed water system components, has been received with Mr. Merriam's memorandum of July 17 (F-5039 which has been recoded L-54 in our file room), in reply to my memorandum transmitting the order of the State Water Rights Board which grants until December 1 in which to complete construction under four water right permits. By separate correspondence, terminating with the memorandum of June 29 to the Regional Director from Mr. Price, the 1960 unit of construction will cost $81,250 of which $40,734 must still be provided by program adjustment.

Even though the water system cannot be completed, it is essential, if at all possible, to have the 1960 unit at least under contract by October 1, when progress reports and request for further extensions of time are due. The drawing offers the first apparent outline, in heavy dash line, of what is contemplated for this year, and why it is needed. The following comments are partially for other units of the Washington office, and your further consideration:

1. The 500,000 gallon reservoir and completion of the 6" line from the reservoir to the Museum Site are essential to permit the use of adequate supplies of the limited 35 gpm flow from Texas Springs when needed. There will not be enough water for the needs of certain hours of the day without that construction, and the October report of a contract for the construction will also strengthen our justification for further extension of time in which to complete the entire water system.

2. I question the wisdom of locating the reservoir just over the brow of the ridge to the south of the old campground. If located on top of the ridge, just about 100 feet further north, the connection to the existing pipeline from the Spring to the Indian Village could serve for both supply and distribution to the old campground.

until the old campground is fully abandoned. I assume that the old campground may be needed for some years while the new one is being developed to ultimate capacity.

3. The future extensions to sources A, B, or C, are all problematical until water rights are resolved with the Death Valley Hotel Company, and much depends on the pending Kunkel reports and further probable water resources investigations. Hence, I do not believe those extensions should even be shown on any present plans. There is certainly a lot of extra pipeline length to try to pick up driblets of water from sources which may not be used.

4. Assuming that the well were to be used, it should be noted that the Texas Spring tract (NW¼ NE¼ Sec. 23) was patented in 1907, and should include the reservation of right-of-way for canal or ditch of the United States, under the act of August 30,1890, and that the Solicitor has interpreted the act to include pipelines. There may be other reasons for the proposed alignment around the South side of the patented tract, and reasonsfor abandoning the existing pipe alignment from Texas Spring to the old campground, but direct alignment is practical from the well to point you have designated as diversion under Application 10,119. That point, however, is only a pipe junction, and diversion is at tunnel adit in the application.

5. The drawing shows no future pipeline from the Texas Spring Tunnel to any of the supply lines to the 500,000 gallon reservoir. There should be no present plan to abandon the use of the 35 gpm from that spring, and the existing pipe will cetainly need replacement during the MISSION 66 program. Continued use of that source can reduce pumping costs.

A.van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Death Valley
Chief, WODC (2)

00-00-0000: memorandum to regional director regarding federal water demand, furnace creek area; september 19, 1958

L54-L

9-19-58

Memorandum (AIR MAIL)

To: Regional Director, Region Four

From: Assistant Director

Subject: Federal Water Demand, Furnace Creek Area, Death Valley

The attached memorandum and tables of September 15, by Mr. Dunn, indicate that the Park Service is justified in proceeding with the Furnace Creek development if it defers most planting and irrigation, provides approximately 1,000,000 gallons of water storage, and the Borax Company honors, at least, the indicated Federal right to 35 gallons of water per minute from the Texas Spring Tunnel. We believe that the Company will recognize that the development is to its advantage as well as that of the United States.

Mr. Dunn has offered his analysis of the manner in which the limited water supply can be made to serve the increasing needs. Please arrange to have WODC proceed with the details of design and cost estimate for the water system.

Assistant Director

Attachments 4

Copy to: Superintendent, Death Valley, w/c attachments
Chief, WODC, w/c attachments
Field Solicitor McClellan (2), w/c attachments

00-00-0000: memorandum to assistant director regarding federal water demand, furnace creek area, september 15, 1958

Assistant Director

September 15, 1958

Through: Chief of Lands

Chief, Water Resources Section

Federal Water Demand, Furnace Creek Area, Death Valley

This is a reply to the memorandum of September 9 from Mr. Whitworth; and confirmation of, and support for my statements in our telephone discussion with Messrs. Manbey and Whitworth on September 12.

The United States should claim rights to 35 gallons of water per minute from the Texas Spring Tunnel of the Borax Company, based on State Water Right Permit 5755, and the memorandum of agreement of February 27, 1941, between Messrs. Drury and Jennifer, both being on record in Docket No. 6. This Federal right is further strengthened by previous use of other independent springs whose sources were intercepted by the Company tunnel. The Drury-Jennifer memorandum was partially intended to grant the Federal use of the tunnel water in lieu of monetary damages for cutting off the water supply to the other Texas Springs, on Federal land, which had been used by the Park Service.

The United States may also claim rights to 1.5 sec.ft. of water from Furnace Creek under Permits 5738, 5739 and 5754, Dockets 3, 4, and 5, since they were granted without Company protest, based on the same memorandum of agreement. However, the agreement as to waters of Furnace Creek was based on incomplete data. The United States should not assert claims to that water without resolution of water rights in compliance with the act of July 2, 1958 (72 Stat. 295).

The 35 gallons per minute from the Texas Spring Tunnel is equivalent to 18,396,000 gallons per year. The six year average domestic water demand, from September 1952 through August 1958 would have been only about 8,736,660 gallons per year at the per capita rates in the table with Mr. Whitworth's memorandum, or 6,039,012 gallons per year at rates which I consider more suitable, if all proposed developments of 1966 had been completed. By my estimate the peak day visitor population may have been 10,920 during the Easter week end in April 1958, or nearly 10% more than the 1966 peak suggested by Mr. Whitworth. The point is that only between 33% and 47.5% of the available 35 gallons per minute will probably be needed for the domestic needs of 1966 for which developments are being designed.

I actually assume that the 1966 domestic demand may be any where between that of the past year and 30% more. There was increased attendance in 1957-58, but there has not been consistent annual increase since 1952. The additional demand could also be satisfied with far less than the available 35 gallons per minute if adequate storage were provided. Accordingly, I see no reason for not completing all proposed buildings and campgrounds at once. However, irrigation will have to be restricted until supplemental water is obtained, and there will have to be at least 1,000,000 gallons of storage capacity on the domestic pipeline from the Texas Spring Tunnel.

Technical Explanation

Columns 2 to 7, Table I, give the visitor days by months, from September 1952 through August 1958, from the attendance records. The standard water year, October through September, is better than the calendar year for Death Valley studies. I have used September through August, which is equally good and permitted inclusion of the past Easter season. Column 8 gives the 6-year total, Column 9 gives the 6-year mean, and Column 10 gives the 6-year average daily visitors for each month. Columns 7 and 8 give both visitor days and % of annual visitor days. Column 11 gives my estimated visitor days for the 6-year peak month of March, computed at 400% of the monthly average. It would improve the estimates if the Superintendent would supply actual visitors by days for periods of peak attendance such as Easter week ends, and apparently for the Thanksgiving week end of 1957.

Table II is preceded by my derivated attendance on peak days, to which reference has been made.

Table II gives my estimates of the 6-year average monthly population at the various units of the proposed development, if they had all been completed by September 1, 1952. I have assumed that all monument visitors, from Table I, would visit the Museum-Administration area. I have also assumed that the use at the other units would have been in proportion to the peak day 1966 population given in Column 3 of Mr. Whitworth's table of 9/6/58. I have given the resulting water demand at the bottom of Table II; using both the rates suggested by Mr. Whitworth, and those rates which I suggest.

I consider both water supply rates to be high in some cases. I am attaching an Apeco copy of two pages of the 1952 edition of the California water right manual which give lower accepted rates.

In addition, the figures in Table II include some duplication. Either rate of use for the campgrounds should be reduced to 10 or 15 gallons per capita for picnickers. Either rate for the Museum and Administration building should be reduced for the overnight guests at campgrounds and the Furnace Creek Inn and Ranch. Finally, visitor-days are less than 24 hours long by the Park Service counting system.

Table III-A gives the computed water demand for April 1958 if the facilities had been completed, and the available flow during the month, at 35 gallons per minute. The Whitworth figures give a demand about equal to the available flow of 1,512,000 gallons. The Dunn figures give a demand of only about 67% of that available flow. The required storage would be only that to provide for daily and hourly variations between demand and supply, and for fire protection.

Table III-B gives the average daily water demand and supply for April 1958, that for a day of peak attendance, equal to four times the average, and for three and seven consecutive such peak days. In each case, I also show the required storage with no allowance for hourly fluxuations or fire protection. WODC should go into greater refinement, but I believe that a 1,000,000 gallon storage tank would be ample for some years, and it could be duplicated when necessary.

I believe that the suggested storage will be needed whether the supplemental water supply is to be pumped from one of the proposed test wells along the synclinal axis, or to be obtained, under negotiated arrangements with the Borax Company, from Furnace Creek sources. The reservoir should be located along the pipeline from the Company tunnel to the Texas Spring Campground, high enough to provide proper pressure at that campground, but no more. Its potential use for water from Furnace Creek will be less expensive if the reservoir can be located for gravity supply from Furnace Creek.

The suggested reservoir location will be below the elevation of the pump site now proposed along the synclinal axis, but there is a possibility that a well further down that axis may become necessary to prevent conflict with the sources of supply now diverted by gravity by the Company. Possible future pump lift from a well northwesterly from the proposed site may be reduced by locating the suggested 1,000,000 reservoir at the minimum elevation above the Texas Spring Campground which will still provide about 40 pound pressure at that campground.

The reservoir should be of concrete, or of some treated metal which can withstand the acids or alkalis in the soil. The life of metal pipe has already been found to be only about 10 or 12 years in that area. A steel tank might be satisfactory if placed on a concrete base, above ground.

I do not have time to analyze the irrigation water demands at this time. Page 25 of the aforesaid State manual indicates that 1 sec.ft. (646,317 gallons per day) of water may be needed for 40 or 50 acres, but this would only be applied periodically. I also have records showing that date palms, tamerisk, and some other phreatophytes, require 7 to 8 acre feet per year, and 1 acre foot is equivalent to 325,851 gallons. As shown at the top of page 26 of the same manual, it may require only 18.5 gallons per day per 100 square feet, or about 8,050 gallons per day per acre, for hose irrigation. This latter may be low for Death Valley climate. These rates are all for net irrigated areas with optimum density of vegetation.

In any event, Table I suggests that a large part of the 35 gallons per minute from the Company tunnel can be applied to irrigation except during March, April and November, and during the periods after November and April, when the reservoir is being refilled. The quantity of water will not be adequate to irrigate any significant acreage, but it will be enough to start and support some vegetation around buildings, particularly if the vegetation is sufficiently deep rooted to go without water during March, April and November if domestic demands become too great before a supplemental water supply is provided.

To confirm my belief that there is a residual portion of the 35 gallons per minute from the Company tunnel, it should be stated that the quantity is equivalent to 0.078 sec.ft., and the Kunkel report indicates that the Park Service was only using about 0.043 sec.ft. on several occasions when he measured it during the tourist season.

(SGD.) A. VAN V. DUNN

A. van V. Dunn
Chief, Water Resources Section

Attachments

Copy to: Regional Director, Region Four
Superintendent, Death Valley
Chief, WODC
Field Solicitor McClellan (2)

Table I

1952-1958 Visitor Day Study

1	2	3	4	5	6	7		8		9	10	11
	1952-53 V.D	1953-54 V.D	1954-55 V.D	1955-56 V.D	1956-57 V.D	1957-58 V.D	% of Year	Total - 6 yrs V.D	% of yr	6 year Mean V.D.	6 Yr Mean Mean V.D	6 Yr Peak Month (Mean V.D
Sept.	15,348	14,319	18,763	14,545	12,921	18,028	3.30	93,924	3.60	15,654	522	
Oct	31,575	18,095	29,348	24,040	25,898	28,649	6.05	157,545	6.05	26,258	846	
Nov.	48,028	59,834	53,362	55,001	45,159	71,821	15.17	333,205	12.79	55,534	1850	
Dec	42,990	55,985	42,400	46,655	43,290	46,733	9.84	277,553	10.65	46,259	1493	
Jan	51,475	34,895	39,251	40,843	31,776	45,520	9.60	243,760	9.35	40,627	1310	
Feb	56,169	60,985	46,263	46,396	48,942	45,853	9.69	304,608	11.70	50,768	1814	
Mar	63,841	56,220	62,004	74,879	59,441	70,758	14.93	389,143	14.94	64,857	2090	8360
Apr	57,158	57,708	64,858	40,932	68,557	81,880	17.27	371,087	14.24	61,848	2030	
May	21,980	27,619	30,439	19,701	24,393	21,780	4.59	145,912	5.60	24,319	784	
June	16,240	18,202	19,085	15,302	18,898	13,338	2.81	101,065	3.88	16,844	560	
July	13,627	13,762	17,716	14,352	15,184	15,822	3.34	90,463	3.47	15,077	485	
Aug	11,220	22,047	17,309	12,913	19,492	13,788	2.90	97,269	3.73	16,211	523	
	429,591	439,171	440,198	408,059	493,945	473,970	100.00	2,605,534		434,256		

0000-00-0000: table 1 1952-1958 visitor day study

Derivations from Table I

Mean VD - April 1958 81,880/30 = 2730

Peak VD @ 4x mean " 10920 (assumed to be peak day use at Museum-Adm. area)

Whitworth est. 1966, per memo 9/9 10,000 at Museum-Admin. area.

6 year mean peak 1952-1958 8360 " " " " "

Dunn estimates 1966 peak 10,920/8360 = 131% of 10920 = 14,300 visitors/day

Table II

Monthly Population - 6 year Mean - by Whitworth Distribution at Easter 1966

6-yr mean visitor days

	Museum-Adm. area	Furnace Cr. Camp-ground	Furnace Cr Residential	Texas Spr Campground	Indian Village	Total
Sept	15,654	1,566	360	313	1500	
Oct	26,258	2,626	372	525	1550	
Nov	55,534	5,554	360	1,111	1500	
Dec	46,259	4,626	372	925	1550	
Jan	40,627	4063	372	813	1550	
Feb	50,768	5077	336	1,015	1400	
Marh	64,857	6486	372	1,297	1550	
Apr.	61,848	6185	360	1,237	1500	
May	24,319	2432	372	487	1550	
June	16,844	1685	360	337	1500	
July	15,077	1508	372	302	1550	
Aug	16,211	1621	372	324	1550	
Total Man-days	434,256	43,426	4,380	8,686	18,250	
Dom. Water at Whitworth Rates	4,342,560	2,171,300	876,000	434,300	912,500	8,736,660
Dunn's rates	7 gpc	35 gpc	60 gpc	35 gpc	50 gpc	
Dom. Water at Dunn's rates	3,039,792	1,519,910	262,800	304,010	912,500	6,039,012

35 gpm = 50,400 gal. per day = 18,396,000 gal. per year

Table III

April 1958 if Development had been Complete

A Est Peak day 10,920 visitors; ~~actual~~ Month's visitor days 81,880

Est demands	V.D	Dom. Water demand (gal.) Whitmire rate	Dunn Rate
Museum Adm. area	81,880	818,800	573,160
Furnace Cr. Campground	8,188	409,400	286,580
Furnace Cr. Res.	360	72,000	21,600
Texas Sp. Campground	1,638	81,900	57,330
Indian Village	1,500	75,000	75,000
Total for Month		1,467,100	1,013,670
Available water at 35 gpm		1,512,000	1,512,000

B.	Average Daily Water Demand	48,500	33,800
	Available water at 35 gpm	50,400	50,400
	Peak day water demand at 4x average	194,000	135,200
	Peak day storage demand	143,600	84,800
	Storage Demand for 3 consecutive peak days	430,800	254,400
	Storage Demand for 7 consecutive peak days	1,005,200	593,600

08 13 1958: memorandum to director from regional chief of operations regarding water resources and irrigation use

IN REPLY REFER TO:

L-54

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Region Four
180 New Montgomery Street
San Francisco 5, California

August 13, 1958

Memorandum

To: Director

From: Regional Chief of Operations, Region Four

Subject: Water Resources and Irrigation Use, Furnace Creek, Death Valley

Attached are two prints of drawing NMDV 7100, Water Resources, Furnace Creek Area. This drawing was produced to show sources, diversions and places of use of water by the Death Valley Hotel Company and the National Park Service.

Land lines shown on the drawing are only approximate because of the absence of officially set section corner monuments. Section lines shown were projected using calculated offsets from certain corners of the Desert Borate Deposit Mine, Survey No. 2154. Private land boundaries are shown as defined by corner posts set by the Pacific Coast Borax Company and as plotted on drawing NMDV 6967. Springs are identified by numbers assigned by the U. S. Geological Survey and were plotted according to Plate 2 of the Pistrang - Kunkel Report.

Areas of vegetation on Hotel Company lands have been marked off by types of growth and the areas of each were measured by planimeter on an enlargement of aerial photography taken by Engineering Service in November 1957.

Fred T. Johnston
Regional Chief of Operations

Attachments

Copy to: Superintendent, Death Valley w/7 prints
Fred Kunkel, USGS w/7 prints
Chief, WCDC w/7 prints
Field Solicitor McClellan

00-00-0000: letter to field solicitor regarding transfer of san francisco land office to sacramento and duty of water in death valley; july 24, 1958

Field Solicitor, San Francisco Field Office July 24, 1958

Assistan Regional Solicitor Taylor

(1) Transfer of San Francisco Land Office to Sacramento and
(2) Duty of water in Death Valley National Monument

Following our telephone conversation of July 17, I requested that the Bureau of Land Management provide me with the official date of consolidation of the San Francisco Land Office with the Sacramento Land Office. The local Land Office was unable to find a reference to the specific order by which this consolidation was authorized. However, they have identified records which indicate that the last serial number given in the San Francisco Land Office was assigned on June 23, 1927. They have identified, by entry upon the serial register, a case initiated in the San Francisco Land Office which has an entry made at Sacramento on July 7, 1927. Accordingly, it appears that the move from San Francisco to Sacramento occurred between June 23 and July 7, 1927.

I have consulted various staff personnel of the Bureau of Reclamation, as well as staff and legal personnel of the State Department of Water Resources, with reference to the probable duty of water for production of a crop of alfalfa in Death Valley National Monument. No information relating to this specific area has been uncovered.

It is estimated by Dr. Cole of the Division of Irrigation and Power, Bureau of Reclamation, that the water requirements for cultivation of alfalfa in Death Valley would be roughly comparable to the requirements in the Imperial Valley with which he has some familiarity. On this basis, and assuming generally similar soil conditions, it is estimated that for alfalfa cultivation purposes 5-1/2 to 6 acre-feet per annum would be necessary. It is further estimated that from 7 to 9, or possibly 10 cuttings could be made during the years when alfalfa is being grown.

There appears to be no publications which are identified specifically with any study of the Death Valley situation. I am not sure whether Mr. Dunn made any study with respect to alfalfa. However, he did make a study of certain agricultural potentialities in the Cow Creek area of Death Valley. I believe this study was carried on many years ago in contemplation with the evaluation of a water right which the Park Service sought to acquire.

I regret that my information on each of these subjects is neither fully specific nor authentic. However, if I receive any more information, I will communicate further.

Joseph E. Taylor

Joseph E. Taylor

In duplicate

00-00-0000: memorandum to field solicitor regarding water right applications in the furnace creek area; july 11, 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
SACRAMENTO REGION
P. O. BOX 4291 - T&C
SACRAMENTO 21, CALIFORNIA

July 11, 1958

Memorandum

To: Field Solicitor, San Francisco Field Office

From: Regional Solicitor

Subject: Water right applications in the Furnace Creek area -- Death Valley National Monument

Pursuant to your request, a review of the records of the State Water Rights Board has been made relating to the water right applications in the Furnace Creek area. It was found that the only applications of record with the State Water Rights Board are those on behalf of the United States.

The attached listing on State Form 140 contains the numbers and details of these seven Federal filings.

For the Regional Solicitor
Sacramento Region

Joseph E. Taylor

Joseph E. Taylor
Assistant Regional Solicitor

Attachment

NOTE: APPROPRIATIVE RIGHTS INITIATED PRIOR TO DECEMBER 19, 1914, AND RIPARIAN RIGHTS ARE NOT INCLUDED IN THIS LIST AND INFORMATION CONCERNING THEM IS LACKING. SEE RULES, REGULATIONS AND INFORMATION PERTAINING TO THE APPROPRIATION OF WATER, PP (35)-(42).

STATE OF CALIFORNIA—STATE WATER RIGHTS BOARD

FORM 140

MEMORANDUM CONCERNING APPLICATIONS TO APPROPRIATE

WATER - FURNACE CREEK AREA - INYO COUNTY

PREPARED BY W.E.T.

DATE 7-10-58

43662 10-56 2M SPO

APPLIC. NO.	DATE FILED	NAME OF APPLICANT	SOURCE	LOCATION OF POINT OF DIVERSION						AMOUNT		*PURPOSE	**STATUS
				¼	¼	SEC.	TWP.	RANGE	MDN.	SEC. FT.	AC. FT.		
10118*	2/17/41	U.S. - Death V. Nat. Mon.	(Trib. to Salt Cr.) Furnace Creek Wash	SE	SW	23	27 N.	1 E.	SB	0.85	-	Irr.	5754 Permit
10119*	"	" " " " "	Texas Springs - Trib. Salt Cr.	Spring A SW	SW	14	27 N.	1 E.	SB				-
			and Pacific Coast Borax	Spring B SE	SW	14	"	"	"	0.078	-	Domestic & Recreation- al	5755 -Permit
			Co. Tunnel, Trib. to Salt Cr.	Spring C SW	SE	14	"	"	"				-
10001*	9/13/40	" " " " "	Furnace Cr. Wash, Trib. to Salt Cr.	SE	SW	23	"	"	"	1.0	-	Recrea- tional	5738 Permit
10002*	9/13/40	" " " " "	" " " "	SE	SW	23	"	"	"	0.50	-	Irr.	5739 Permit
9509*	2/17/39	" " " " "	Cow Cr., Trib. to Amer- gosa R.	NE	SE	35	28 N.	1 E.	"	0.446	-	Power	5380 Permit
9510	2/17/39	" " " " "	" " " " "	NE	SE	35	28 N.	1 E.	"	0.446	-	Dom. & Recreation- al	Lic. - 4621
10276	8/29/41	" " " " "	Wildrose Springs-Trib. to Panamint Sink	NE	NE	29	29 N.	44E.	"	0.05	-	Dom. & Recreation- al	Lic. 4897

*Ext. to 12/1/58 to complete construction and use.

*D INDICATES DOMESTIC USE. I INDICATES IRRIGATION USE. MU. INDICATES MUNICIPAL USE. MN. INDICATES MINING USE. P INDICATES POWER USE.
**INCL. INDICATES APPLICATION NOT YET COMPLETE. PENDING INDICATES APPLICATION COMPLETE BUT NOT YET APPROVED. PERMIT INDICATES APPLICATION APPROVED. LICENSE INDICATES RIGHT CONFIRMED.

00-00-0000: memorandum concerning applications to appropriate; July 10, 1958

00-00-0000: memorandum to director regarding test trench, furnace creek, june 16, 1958

Mr. McClellan

154

Region Four
180 New Montgomery Street
San Francisco 5, California

June 16, 1958

Memorandum

To: Director

From: Regional Chief of Operations, Region Four

Subject: Test Trench, Furnace Creek, Death Valley

The Furnace Creek test trench has been completed. A total length of 220 feet of 24-inch diameter collection pipe has been laid across the wash at an invert depth of 12 feet below ground level. The 6-inch Hotel Company water line was cut, but the 12-inch line was not disturbed.

The results of the test are as follows:

1. The flow from the trench is 0.36 cubic feet per second (162 gallons per minute). This is an increase of 0.13 cfs (58 gpm) over the amount collected by the shorter trench completed last year.

2. The Inn tunnel diversion of the Hotel Company showed the same flow immediately after completion of the trench as that immediately preceding work this year. However, the flow is .10 cfs (49 gpm) below the average of March to June of 1957 before the first section of trench was started.

3. The flow of the 6-inch line after replacement of the cut section showed a decrease of .07 cfs (31 gpm) below the average before this year's work.

4. Travertine Springs and the Hotel Company open cut in Furnace Creek Wash show no significant change.

5. Drilling in the trench was only partially successful, revealing that bedrock in the center of the wash is at least 24 feet below natural ground (12 feet below bottom of trench).

6. The cost of the work this year was approximately $5200. The total cost of the trench including the $2500 spent in fiscal 1957 is $7700.

Our preliminary conclusions are:

1. Unless other reasons for declining flow can be found, the trench has resulted in a decrease of 0.17 cubic feet per second (76 gallons per minute) in Hotel Company diversions. Other reasons for the decline could be a leak in the 6-inch line or a natural seasonal decline. Further measurements may show a recovery. The Superintendent is investigating a possible leak in the 6-inch line at the trench crossing.

2. Should the last measurements of Hotel Company diversions hold consistently, the quantity of additional water revealed by the trench and available for NPS diversion is .19 cfs (85 gpm). This amount is 0.36 cfs less the 0.17 cfs decrease in Hotel Company diversions.

3. The test did not reveal the total amount of subsurface water in the wash, but furnished an indication that a project to measure the total flow would be very costly.

Attached is a summary of measurements of flow in Furnace Creek Wash.

This memorandum presents preliminary conclusions prior to the completion of a more complete report now in preparation.

(SGD) FRED T. JOHNSTON

Fred T. Johnston
Regional Chief of Operations

Attachment

Copy to:
Supt., Death Valley (w/attach)
Chief, WODC "
Fred Kunkel, USGS "

cc: ✓ Mr. McClellan

LSSpaulding/eb

June 13, 1958
L. Spaulding

DEATH VALLEY NATIONAL MONUMENT

FURNACE CREEK DIVERSIONS

Recent Discharge Measurements

Date	Measured by	FLOW, Cubic Feet per Second				
		NPS Test Trench 3" Parshall	Inn Tunnel 6" Parshall	6" Hotel Co. Line 12" Wier	12" Hotel Co. includes → 9" Parshall	Hotel Co. Open cut 18" Wier
Spring No. - -	(USGS) - -	-27/1-26B3	27/1-22B1	27/1-26B2	Combination	27/1-26B1
4/29/56 to 11/6/57	PCB				Varies 1.72 to 1.90	Varies 1.20 to 1.46
2/9/56 to 10/23/57	PCB			Varies .419 to .442		
6/20/57 to 11/6/57	PCB	.222 to .236				
2/18/57 to 11/6/57	PCB		Varies .148 to .45			
11/28/56 to 11/29/57	USGS			0.43 to .45	1.76 to 1.94	1.26 to 1.46
8/22/57 to 11/57	USGS	.23 to .24				
3/1/57 to 4/5/57	USGS		.28 to .33			
April 15, 1958	Spaulding	.231	0.20		1.86	1.28
May 16, 1958	Spaulding	.786 (1)			1.82	
May 20	Spaulding	.371	0.20	4.07	1.82	1.26
May 26	Spaulding	.361				
May 27	Spaulding			.373		

(1) Includes flow of 6" Hotel Co. pipe

0000-00-0000: furnace creek diversions recent discharge measurements; june 13, 1958

00-00-0000: letter to a. van v. dunn regarding difficulty to explain to field officials who are working on the water development and water right problem; may 28, 1958

San Francisco Field Office
180 New Montgomery Street
San Francisco 5, California

May 28, 1958

Mr. A. van V. Dunn
Chief, Water Resources Section
National Park Service
Interior Building
Washington 25, D. C.

Dear Van:

I am finding it difficult to explain to Field officials who are working on the water development and water right problem in Death Valley National Monument just what is the significance of certain memoranda in the files written by A. van V. Dunn about public water reserves.

I find that this is particularly hard to do because of the incompleteness of the Regional Office files and many references in your memoranda to other memoranda that cannot be found.

I would appreciate it, therefore, if you could send copies of the following documents to me:

Executive Order of December 1, 1913 creating Public Water Reserve No. 13, which was apparently forwarded by memorandum from Moskey to J. E. Taylor April 16, 1937;

Drawing NM-DV-4995 which W. S. Jackson prepared to show water systems and water reserves in the Monument, transmitted to you May 7, 1937;

Memorandum from you for J. E. Taylor, analyzing status of water reserves in Death Valley, May 10, 1937.

And if you can procure copies from Bureau of Land Management, or archives, I would also like to have a copy of the decision, dated January 21, 1927, which originally rejected the application of Thomas Lowe for the Furnace Creek Inn tract, which

tract was later patented to Mr. Lowe June 20, 1927 (Patent No. 1003913, Serial No. Visalia 019433). I would also like to have a copy of the letter of February 21, 1927 from the Department to the President requesting the revocation of the withdrawal establishing Public Water Reserve No. 13 as to the 160 acres applied for by Mr. Lowe.

Sincerely yours,

Sidney McClellan
Field Solicitor, San Francisco

00-00-0000: memorandum to regional chief regarding report on travel to death valley; may 25, 1958

L-54

Spaulding
Whitworth
Manbey
Maier

March 25, 1958

Memorandum

To: Regional Chief of Operations

From: Hydraulic Engineer, Region Four

Subject: Report on Travel to Death Valley National Monument

This report covers my travel to Death Valley from February 26 to March 20. The main purpose of the trip was to assist in the extension of the Furnace Creek test trench. While waiting for approval to proceed, I carried out water studies at Nevares Springs, at Emigrant Springs and at the springs in Emigrant Canyon above Detloff Mill. The test trench was eventually cancelled.

Nevares Springs

Two days were spent, with the assistance of Charles Kasling, on measurement of the lesser springs. A separate report will be prepared on my findings.

Operation of Cow Creek Water System

An investigation was made to determine if the wastage of water at the 6'x8' vault at the upper end of the 6-inch main to the residential area could be avoided. It was found that the capacity of the 6-inch line (laid about 1940) was sufficient to carry the full flow of the main Nevares Springs. By adjusting the valve on the pipe discharging water to the powerhouse sump, which in turn supplies water to the swimming pool (fire reservoir) and to irrigation ditches, it is possible to convey full spring flow.

The setting on this valve is delicate since opening too far lowers the pressure on the mesa to the point where no water enters the drinking water line passing through the hypochlorinator. A setting so that 130 psi shows on the pressure gauge in the powerhouse gives adequate pressure and permits full flow. The increased flow resulting from a proper valve setting filled Bergen Lake, the pond near the headquarters entrance, for the first time in several years.

The difficulty in making the proper valve setting led to a consideration of the operation of the proposed distribution system which will eliminate the powerhouse sump. Construction of the distribution system, programmed for 1958, will require special valving devices to

regulate the flow to avoid (1) wasting water at the 6x8 box and (2) excessively lowering the pressure by heavy irrigation use. Without special devices one or the other of these conditions would occur unless someone constantly adjusted hand valves. Construction of the reservoir above the residential area and a separate irrigation system would make the system simpler by allowing reservoir overflow to flow into irrigation ditches. However, protection would still be required to prevent completely emptying the reservoir by heavy use into the swimming pool and by irrigation of lower areas.

I suggest the use of two pressure controlled valves on the proposed system. One valve at the lower end of the residential area on the main leading to the swimming pool (fire reservoir) would be set to close when the line pressure drops below say 80 psi. This valve would act to prevent reducing pressure in the residential area below that required for fire protection. A pressure regulated blowoff valve could be set at the upper end of the residential area. This valve to be set to open and deliver water to the irrigation ditch whenever line pressure exceeded say 130 psi. This valve would be used until the time a reservoir is constructed and would prevent wastage of water at the upper end of the 6-inch line (at the 6x8 box).

The use of pressure regulated valves is an alternate to a system conveying all irrigation water in separate conduits.

Water Use and Travel Records

Actual quantities of water delivered to various irrigation ditches were measured. Length of ditches were measured and number, size and type of trees were counted. Detailed visitation figures were collected.

Emigrant Springs #9

Flow of the spring was found to be 2.5 galls per minute. Wet ground and growth below the intake, in addition to the condition of the intake itself, indicate much of the flow is being lost.

Springs above Detloff Mill

Five springs above Detloff Mill were located by stadia traverse. Sketches were made of collection works and where possible flow measurements were made. A map of the spring area and a report on spring flow will be prepared.

Thad and Jo L. Greene are in residence at the mill as caretakers. There is no evidence of removal of any of the mill. The Greenes reported that Mr. Detloff was no longer active and that Mr. Dobbins was handling affairs.

42

Furnace Creek

Invitations for bid on perforated pipe for the test trench were issued. On notice from Washington that the project was cancelled the Superintendent prepared to reject all bids.

345
1 1
32

Water continues to be collected by the present section of pipe in the test trench at the rate of about 100 gallons per minute. This water is conveyed to the PCB lined ditch which prevents the water from flooding State Route 190.

It was noted that water is standing in the NPS well downstream from the test trench and that the USGS has installed a recording float meter. Last summer the well was reported dry.

Furnace Creek Land

Regional Chief of Lands Manbey requested by mail that I make a check on the description of lands to be granted to the United States by the Death Valley Hotel Company. I walked over the tracts looking for land corners and surveyed portions of section 16. Two corner monuments of the Desert Borate Deposit placer claim were recovered. Corners on fence lines of Furnace Creek ranch were found, but no evidence of official survey could be found. Two visits to Inyo County court house at Independence were made to find the descriptions of the original patents and to determine the requirements for filing a Record of Survey map.

The property now appears on the county tax rolls as described in the corporation deed recorded in volume 123, page 103. This document records the granting of property in Death Valley to Death Valley Hotel Company by Borax Consolidated, Limited and is dated as of February 29, 1956.

Incidentally, parcel 25 of the above deed describes water rights and refers to four appropriate county filings to waters of Texas Spring and Furnace Creek. The existence of these filings was previously unknown to me. Photostatic copies of the filings and of the corporation deed will be procured for distribution to the Furnace Creek alien water right dockets.

/s/ Linn S. Spaulding

Linn S. Spaulding
Hydraulic Engineer

Copy to: Supt., Death Valley
Chief, Water Resources Section
Chief, WODC

Cleared for distribution:

/s/ H. Maier 3/26/58

Herbert Maier
Assistant Regional Director

LSSpaulding/eb

42

00-00-0000: memorandum to regional director regarding water resources investigations; may 25, 1958

Docket 3

IN REPLY REFER TO:
L54-1 Death

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

RECEIVED
NPS REGION FOUR OFFICE
JUL 30 '57

July 25, 1957

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Water Resources Investigations, Death Valley

The letter of July 18 from Mr. Fred Kunkel, Geological Survey, to me, suggests the need for caution until his report is completed, when considered with his letter of April 9 to you and my investigations of 1941.

The "tile about a mile above the Inn and a quarter mile above the NPS well" cannot be accurately located from those distances. It may be any place between where Easements E and X cross, below the test trench; and the vicinity of the Easement A crossing of the Wash, about 200 feet above that test trench. It is assumed that the test trench was located to be below that tile collecting system. This would account for the small residual flow of 0.23 sec.ft. which Mr. Binnewies reported he found in the test trench in June.

This tile collecting system, with unexplained pump, seems to be diverting 1.7 sec.ft., of which most formerly flowed down the Wash to a cross section through the former well. This flow, plus the 0.3 sec.ft. which Mr. Kunkel found in the "long tunnel" extending to "near or under Furnace Creek Wash", is all probably part of the water of which the Borax Company was pumping about 1.0 sec.ft. from the Inn Well in 1941. The other 1.0 sec.ft. now diverted from the "tile" and "long tunnel" is probably part of the residual flow of Furnace Creek which Mr. J. B. Lippincott and I believed to be seeping to waste in 1941. I think this indicates that the total flow of Furnace Creek and the Travertine Springs is now actually much less than in 1941.

If my conclusions are correct, we should determine where and when the "tile" was installed, and when and where the "long tunnel" was installed, and when the Inn Well was abandoned. If the "tile" is diverting part of the water formerly diverted by the Inn Well, the Company has reduced its riparian diversions by the "Inn Well" and "long tunnel", and increased its appropriative diversions by the "tile". The dates will be important for water right resolution, and exact alignment and lengths of tunnel, sand points, and tile, will help us determine where there may be waste water.

As a caution, I suggest that the test trench may be intercepting water which would normally be diverted by the "long tunnel". Flows from both sources should be watched until we at least determine the time it takes water to seep from the trench to the tunnel, and possibly reduce the flow from the latter.

Since Mr. Goodwin claimed to have measured the flow of Nevares Springs at the collecting tank just west of the Nevares property line at 0.8 sec.ft. after clearing some of the brush from the Nevares property after the Robinson study of 1951, the Kunkel measurement of 0.6 sec.ft. this past winter suggests a possible decrease in the flow at the source, but I am not sure how accurately Mr. Goodwin measured the water, or whether he picked up flow from the South Branch of Cow Creek which Mr. Kunkel did not include in his figure. There is now less reported flow than I expected, in excess of the 0.446 sec.ft. for which we have perfected right in any case.

My preliminary conclusion is that practically all water actually measured during the past year is now beneficially used by either the Park Service or the Death Valley Hotel Company. There may be more water at lower depths or beyond the reach of existing tunnel and trench, or in the area suggested for the test well, but we need Mr. Kunkel's report before we can decide where we might look for it. It is even possible that there is no more water to support further developments between Cow Creek and Furnace Creek by the Park Service or Hotel Company during periods of prolonged subnormal precipitation. The water rights of both interests will require delicate treatment.

A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Death Valley, w/c attachment
Chief, WODC, w/c attachment

00-00-0000: memorandum to regional director regarding water rights, furnace creek and texas springs; july 24, 1957

In reply refer to:
L 54 Docket 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Death Valley National Monument
Death Valley, Calif.

RECEIVED
NPS REGION FOUR OFFICE
JUL 25 '57
SURNAME DATE
REG. DIR.
ASST. R.D.
OPERATIONS
ADMIN.
RECREATION
NATURAL
PARK

July 24, 1957

Memorandum

To: Regional Director, Region Four

From: Superintendent, Death Valley

Subject: Water Rights, Furnace Creek and Texas Spring

This refers to Mr. Whitworth's memorandum of July 18 and Mr. Dunn's of June 27 on the above subject. You have received a copy of Mr. Fred Kunkel's letter to Mr. Dunn of July 18 which we believe answers part of the questions in the last paragraph of Mr. Dunn's memorandum relative to a tabulation of measurements of available flow from Furnace Creek and Cow Creek. Measurements of the amount of water being diverted by the Borax Company from Furnace Creek and Texas Springs have been furnished previously. We will continue to take periodic measurements of the flow from the new trench in Furnace Creek.

So far as the question of possible additional water supplies is concerned there are a number of small springs between Furnace Creek and Texas Springs that might produce some water but the amount is questionable. A rough estimate is that not more than 50 gallons per minute could be developed. The best source seems to be additional development in Furnace Creek wash. We plan to extend the trench to approximately the full width of the wash sometime this fall if funds are available.

The interception of the entire flow to the Borax company well near Furnace Creek Inn is probably not practical since at least part of it must come from the series of small springs between Furnace Creek and Texas Springs that drain in to Furnace Creek wash below the present trench.

In the third paragraph of his memorandum Mr. Dunn mentions that more water is now being diverted from Cow Creek than is authorized by Federal rights. We believe that it would be advisable to apply for the balance of the water since it will be needed for the new headquarters development.

Fred W. Binnewies
Superintendent

38

00-00-0000: letter to a. van v. dunn regarding water-resources investigation; july 18, 1957

L. C. Merriam, Regional Director
National Park Service
IN REPLY REFER TO:
1[illegible] New Montgomery St.
San Francisco, Calif.

#3

Rec'd 7/22/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Water Resources Division
Ground Water Branch
221 Redondo Avenue
Long Beach 3, California

July 18, 1957

Mr. A. van V. Dunn, Chief
Water Resources Section
National Park Service
Washington 25, D. C.

Re: Water-resources investigation,
Death Valley National Monument

Through: Acting District Geologist,
Sacramento, Calif.

Dear Mr. Dunn:

This is in reply to your letter L54-L of July 2, 1957. In general, the field studies of the Furnace Creek Wash area as outlined in our letter of December 8, 1955, to Mr. Binnewies essentially have been completed and the report for the Park Service is in preparation. Except for continuing periodic measurements of the discharge of the springs in the Furnace Creek Wash area, no additional field studies are contemplated at this time.

In reply to your specific questions:

Question 1. "What is the depth of the Borax Company well?"

The Pacific Coast Borax Company does not have a well in Furnace Creek Wash. However, in 1935 the Pacific Coast Borax Company dug a well in Furnace Creek Wash near Furnace Creek Inn. Reportedly the well was 16 feet deep, the depth to water was 11½ feet below land surface, and it was pumped at 157 gpm. Prior to 1948 (exact date uncertain) the well was destroyed, and the Pacific Coast Borax Company drilled a long tunnel that ends near or under Furnace Creek Wash. At the end of the tunnel a concrete bulkhead was constructed and about a dozen sand points were driven beyond the end of the tunnel. The length and depth below the wash of these sand points are uncertain. The combined discharge of the sand points has been measured as follows:

Nov. 28, 1956	0.33 sec. ft.	Mar. 28, 1957	0.28 sec. ft.
Feb. 18, 1957	.45	June 4	.26
Mar. 1	.33		

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The Park Service well in the SE¼SW¼ sec. 23, T. 27 N., R. 1 W., has been measured by the Geological Survey. This well, dug in Furnace Creek Wash, is 19 feet deep. The depth to water below land surface was measured as follows:

Nov. 27, 1956	15.09 feet	Apr. 3, 1957	15.54 feet
Feb. 28, 1957	15.71	June 20	dry at 19 feet
Mar. 7	15.57		

Question 2. "At what depth is the tile in the same area?"

The Borax Company buried tile is about 1 mile above Furnace Creek Inn and about 1/4 mile above the Park Service well. The tile is buried and the Borax Company records do not indicate its depth or exact position, however, the depth of the tile is reported to be 10 to 15 feet below land surface.

Question 3. "Do you agree with me that these diversion works probably intercept a small portion of total flow in the cross sections of the wash at the well site?"

It is not possible that these works intercept the total flow of Furnace Creek Wash. However, it is impossible to answer questions regarding the quantity of flow without determining the following: (1) the cross-sectional area of Furnace Creek Wash, (2) the hydraulic gradient, and (3) the transmissibility and/or permeability of the water-bearing deposits. These determinations were beyond the scope of the original investigation and their determination would involve test drilling and test pumping in Furnace Creek Wash. Based on information from other similar areas, however, it can be expected that the thickness of unconsolidated deposits in the wash at the position of the trench may be several tens of feet.

Question 4. "From you or the Superintendent, I should also like to know as closely as possible what is the total flow of the Nevares Springs?"

The flow of Nevares Springs was measured as follows:

Nov. 29, 1956	0.60 sec. ft.	Dec. 14, 1956	0.59 sec. ft.
Nov. 30	.61	Jan. 21, 1957	.60

Average .6 sec. ft. or about 270 gpm.

Mr. T. W. Robinson in his study of 1951 indicated that the flow of Nevares Springs was at least 236 gpm and possibly as much as 330 gpm. The detailed analysis of this area will be part of our final report to the Park Service.

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Your observations concerning the estimated flows at Texas Spring, Travertine Spring, and Furnace Creek in 1941 were received at this office with much interest. It should be pointed out, however, that differences in measurements and estimates made in 1941 and 1957 probably are due predominantly to differences in choice of measuring sites, methods of measurements, and climatic conditions that may affect the flow. Therefore, the conclusion that there has been an increase in flow in the well area and a decrease in the surface diversions probably is not warranted. A sufficient period of accurate records is not available to determine whether significant changes in the flow from the several sources are occurring or whether the overall flow is decreasing, increasing, or remaining the same on an annual basis.

It is hoped that the above discussion and information will be of value to you in your planning. If you have further questions concerning the Furnace Creek area, we will be glad to assist you insofar as possible.

Sincerely yours,

Fred Kunkel
Geologist in Charge

FK/lm
cc: Regional Director, NPS
HQ Death Valley National Monument
Chief, GWB, Washington, D. C.
District Geologist, GW, Sacramento

37

00-00-0000: letter to fred regarding the need for immediate clarification of where you stand on the subject investigation; july 02, 1957

154-L Docket 3 Dora

AIR MAIL

July 2, 1957

Mr. Fred Runkel, Geologist in Charge
Ground Water Branch
Water Resources Division
Geological Survey
221 Redondo Avenue
Long Beach 3, California

BFm 10/3

Re: Water Resources Investigation
Death Valley National Monument

Dear Mr. Runkel:

Correspondence from Superintendent Binnewies and our Region Four Office in San Francisco suggest the need for immediate clarification of where we stand on the subject investigation. Copies of this letter are being sent to the Superintendent, Regional Director Merriam, and your Washington Office. Similar distribution should be made of your reply.

It has been assumed that you are proceeding with an investigation that follows the general outline in your letter of December 8, 1955, to Mr. Binnewies, but you may have limited quantitative analysis of the Nevares Springs because the 1957 budget was fixed at $5,500 instead of $6,000. There also seems to have been inadequate trenching in Furnace Creek to obtain the results I anticipated, for both the selection of a source for a Federal water supply and the resolution of relative rights of the United States and the Borax Company. The question is what more can be done to permit you to supply the additional information while still on the work.

The Superintendent reports that the trench does not cross the entire Wash, that it may only intercept seepage from water following back filled trenches in which Borax Company conduits are placed, and that it has not intercepted the main flow tributary to the Borax Company well at the Inn. To the extent that you have answers:

1. What is the depth of Borax Company well?

2. At what depth is tile in the same area?

3. Do you agree with me that these diversion works probably intercept a small portion of total flow in the cross-section of the Wash at the well site?

36

00-00-0000: letter to fred regarding the need for immediate clarification of where you stand on the subject investigation cont; july 02, 1957

It is my belief that the trench should at least be extended to full width of the Wash, even though it is necessary to go under the Company conduits. I also wonder if it is not necessary to go deeper. I do not think we will know how much water is available until we intercept the source of all flow to the well, feeding the well with intercepted water while the investigation is being made.

From you or the Superintendent, I should also like to know as closely as possible what the total flow of the Reverse Springs is. The measurements of 1951 by Mr. Robinson are subject to revision if the Park Service has successfully captured the flow at the source on the top of the hill.

From independent measurements and estimates in 1941 by the late J. B. Lippincott and me, the following comments on your letter of April 9 to Mr. Merriam may be of interest. You determined the total diversions from Texas Spring, Travertine Spring and Furnace Creek to be 4.4 sec.ft. I arrived at 5.14 sec.ft. and Mr. Lippincott obtained 4.98 sec.ft. You have doubtless obtained more refinement since we were only checking against estimates of beneficial use. Mr. Lippincott measured Texas Spring at 0.54 sec.ft. in late summer, and I found only 0.4 sec.ft. in May. We both accepted Mr. Gower's statement that about 1.0 sec.ft. was being obtained from the well area, and you give 1.7 sec.ft. Since the Company improved the surface diversions at Travertine Spring and in Furnace Creek about 1952 or 1953, it is surprising that you find more of the water coming from the well area and less apparently coming from the surface diversions. It does help support our respective estimates of 1941 that there were probably several sec.ft. of water flowing to waste past the well area, of which part may now be diverted to compensate for reduced available surface flows.

Yours very truly,

A. van V. Dunn
Chief, Water Resources Section

Copy to: Regional Director, Region Four
Superintendent, Death Valley
Chief, WCBC

36

00-00-0000: memorandum to regional director regarding water rights, furnace creek and texas springs, dockets 3, 4, 5, 6, and alien water right no. 42; june 27, 1957

L54-L

June 27, 1957

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

NO COPY MADE IN MAIL ROOM

Subject: Water Rights, Furnace Creek and Texas Springs, Dockets 3, 4, 5, 6 and Alien Water Right No. 42, Death Valley

Attached is a copy of the act of March 24, 1952 (66 Stat. 27) to authorize the grant of easements to Borax Consolidated, Ltd., which should be filed above Mr. Demaray's memorandum of February 28, 1941, and below the prints of Drawing 6967 in Part I-Land Status, in Alien Water Right No. 42. Also attached are four copies of a statement which should be filed at the top, and kept at the top of contents of Dockets 3, 4, 5 and 6. Copies are being sent to the Superintendent for the same disposition.

We are sending a copy of the act to WODC for its assembly of Alien Water Right No. 42. We are also sending folders for the subject dockets to WODC with the enclosed statements. We are not attempting to supply WODC with all contents of the dockets at this time, and hope that the designing engineers will review the Federal claims in your copies.

I am somewhat concerned over the attempts to complete plans for the new Park Service developments between Cow Creek and Furnace Creek, and to acquire land north of the Furnace Creek Ranch with suggested resolution of the relative water rights of the Borax Company and United States, before Mr. Kunkel completes his investigation and report. My concern was not alleviated by your recent report of first measurements of flow in the exploratory trench in Furnace Creek. I was also surprised at the relatively low diversions which you reported the Company to be making, but no mention was made of the extent of irrigation being made at the time. There is, of course, more water now diverted from Cow Creek than is authorized by Federal water rights.

JUL 1 195

Since Mr. Kunkel's report will not be available for some time, it would be desirable to obtain a complete tabulation of measurements of available flow at each source as soon as possible. These

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could be tentative figures. I should also like to know what possible additional water might be developed at any sources. Even though the figures may be only approximate, we should have some basis for anticipating the limit of further development and the possible water right problems which are likely to develop.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 5

Copy to: Superintendent, Death Valley, with 5 attachments
Chief, WODC, with 5 attachments

00-00-0000: memorandum to regional director regarding water rights cow creek-furnace creek and wildrose areas, may 01, 1957

Docket #6

L54-1

WESTERN OFFICE
DESIGN & CONSTRUCT
MAY 3 1957A
CHIEF
ADMIN.ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.
ACTION TAKEN—D

May 1, 1957

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Water Rights, Cow Creek-Furnace Creek and Wildrose Areas, Death Valley National Monument

As separate correspondence you are receiving a copy of a letter of April 9 from Mr. Spencer, Office of Chief Engineer, of the State Water Rights Board, and my reply of today. These should be carefully reviewed by those handling water rights and those working on related MISSION 66 plans. They should also be helpful to Mr. Kunkel in connection with his report on this years water resources study and the outline of any further study which may be needed. We shall need the outline of any 1958 work by both the Geological Survey and Park Service, with respective cost estimates, as soon as possible in order to try to work out the financing.

We also need more details of the MISSION 66 developments by not later than October 1 if we do not obtain requested amendments of extensions of time until December 1, 1958, instead of 1957, including an extension of time under Application 10,276 instead of license.

In connection with Application 9509, (Docket 2,) there will have to be a plan and profile of the existing water system to the two existing power plants if they are to be retained in the ultimate development. The question arises, however, as to whether any small hydro-electric developments will be justified with the evident need for large alternative sources of power. At least a tentative answer to this question should be available while awaiting plans for the entire new water system.

For the Wildrose Area please refer to Dockets 7, 18, 19, 20 and 24. We should have a master plan sheet and water system plan for at least tentative ultimate developments from the existing Lodge to the Thorndike tract by Labor Day 1958, if at all possible. The drafts of Applications, folders then numbered 17, 18 and 19 and now 18, 19 and 20, were distributed for comments with our memorandum of August 30, 1954. If complete master plan sheets cannot be completed in time we should have a copy of those written applications returned with suggested changes if the water systems are to be retained.

KN

00-00-0000: memorandum to regional director regarding water rights cow creek-furnace creek and wildrose areas cont; may 01, 1957

With our air mail memorandum of April 26 we distributed copies of some of the records being submitted to the State Water Rights Board, for insertion in Dockets 3, 4, 5 and 6. With copies of this memorandum we are distributing two photostat copies of the memorandum of February 27, 1941, as signed by Messrs. Drury and Jenifer, and request that you substitute them for the copies of copies, in Dockets 3 and 6. Two copies are also enclosed for Mr. McClellan.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 2

Copy to: Superintendent, Death Valley, with two attachments
Chief, WCDC, with two attachments
Field Solicitor McClellan, with two attachments

46

00-00-0000: memorandum to regional director regarding water claims and water resources study--cow creek-texas and travertine springs and furnace creek; april 26, 1957

WESTERN OFFICE
DESIGN & CONSTRUCTION
APR 29 1957 A.M.
CHIEF
ADMIN. ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
2 ENGINEER
LAND. ARCH.
ACTION TAKEN — DATE
None

L54-L

AIR MAIL

April 26, 1957

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Water Claims and Water Resources Study--Cow Creek-Texas and Travertine Springs and Furnace Creek, Death Valley

To supplement our air mail memorandum of April 25 concerning the subject water resources study, we are attaching two copies of each of the following, and sending the same number to Mr. Binnewies by air mail:

1. Copy of Superintendent's letter of June 5, 1940, to Mr. Gower concerning the intercepting of the source of Texas Spring Campground Water supply by tunneling at Borax Company spring.

2. Copy of Superintendent's air mail memorandum of October 28, 1940, to Director concerning our pending applications (now 10,001; 10,002; 10,118; and 10,119--Dockets 3, 4 and 5 and 6) for the appropriation of waters of Texas Spring and Furnace Creek.

3. Memorandum of February 27, 1941, concerning conference between Messrs. Drury and Jenifer, and cover memorandum of February 28, 1941, transmitting copy to Regional Director, both relating to the aforesaid applications.

These instruments were not ready on April 25, but should be considered in connection with the water right records in Dockets 1-6 and Alien Water Right No. 42, to determine what more investigations may be needed, if any, and one set should be referred to Mr. Kunkel by you or Mr. Binnewies.

We are distributing copies for Dockets 3, 4, 5 and 6, and Alien Water Right No. 42 by regular mail. They should be filed at the proper place by date in each docket. The copies of Alien Water Right No. 42 are being filed just below the two sheets of Drawing 6967 in Part I, at this time, as support for conditions in the Grant of Easements.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 6
Copy to: Superintendent, Death Valley, with 6 attachments - AIR MAIL
Regional Director, Region Four - Reg. Mail) 5 attachments for
Superintendent, Death Valley - Reg. Mail) Dockets 3-6 and
Chief, WCDC, - Reg. Mail) AWR. No. 42
Field Solicitor McClellan (2) w/c attachments

Misses some attachments

16

00-00-0000: memorandum to regional director regarding water resources investigation cow creek-texas spring-travertine furnace creek area; april 25, 1957

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

IN REPLY REFER TO:
L54-L Dorket #3
Dern

RECEIVED
APR 29 57

April 25, 1957

AIR MAIL

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Water Resources Investigation-Cow Creek-Texas Spring-Travertine-Furnace Creek Area, Death Valley

Your memorandum of April 16 to the Superintendent, the letter of April 9 to you from Mr. Kunkel and your reply of April 17, suggest that Mr. Kunkel may be making a more limited investigation than was intended by me, because of misunderstanding of the water right status.

4/30 memo to Supt for info. MB

To clarify the memorandum of April 16, I referred to possible road repair because my available maps indicated that the road was within the 150 foot width of proposed trench at the point which seemed to fit the description in your teletype. I may have picked the wrong point, or the road may have been moved out of the bottom of the Wash since the map was prepared. It is not yet important for me to know where the trench is, but it could be spotted on my various maps with greater ease if described with relation to stations on easements shown on Drawing 6967.

At the present time we have allotted $5,000 for the test well or trench, and are reserving $3,300. The estimated cost of the trench, as of April 16, is only $2,500. I wonder whether that estimate includes allowances for shoring, possible cave-ins, and the possible need to pave the bottom of the trench to permit water to continue on down the Wash on the proper layer of travertine, if any, or to collect all water and temporarily deliver enough to the Borax Company ditch to replace water normally pumped from the well. We should reserve enough funds for those contingencies in trenching, even though you have good luck, and part of the funds revert to the Treasury on June 30. We should also reallocate any assured residual funds, if possible, but that matter will be covered later.

Mr. Kunkel's letter of April 9 is disconcerting to me because it suggests that the intended partial water resources study may have become limited to the extent that it will have to be supplemented. The trenching project should determine the quantity of water from Travertine Springs and Furnace Creek which is not being diverted by the Borax Company, but it will not determine where that water originates.

Mr. Kunkel also suggests that the Park Service should examine the public records, determine the Company water rights, and file on flows

00-00-0000: memorandum to regional director regarding water resources investigation cow creek-texas spring-travertine furnace creek area cont; april 25, 1957

in excess of 4.4 sec.ft. These matters were considered between 1940 and 1941, and the U.S. and probably the Borax Company are now awaiting the water resources study to determine how far their respective claims can be satisfied without conflicts.

The Borax Company claims, based on apparent beneficial use, were estimated by me for proposed Lend-Lease acquisition in 1941, and constitute the contents of Part II of Alien Water Right No. 42. The Company could not perfect its rights in compliance with the state water laws because of lack of access. The access was granted by the Grant of Easements of July 1, 1955, which constitutes the contents of Part I of the same Alien Water Right.

The United States has established claims to Cow Creek waters (Nevares Springs) under applications and permits in Dockets 1 and 2, to Texas Springs by application and permit in Docket 6, and to Furnace Creek by applications and permits in Dockets 3, 4 and 5. It is assumed that WODC will wish to change all points of diversion except, perhaps, that of the Texas Spring tunnel of the Borax Company, when designing the water system for the MISSION 66 development.

The new point, or points, of diversion in the Furnace Creek drainage, including the Travertine Spring Area, can be best selected from the data to be supplied by Mr. Kunkel. In this connection, the Grant of Easements (Part I, Alien Water Right 42) specifies in last paragraph, page 2, that the U.S. has granted no proprietary interest by which riparian rights might accrue to the Borax Company, and in the second paragraph, page 3, that the U.S. reserves the right to make parallel diversions on the easements. The last paragraph, page 2, also states that neither the Borax Company or the U.S. is denied the right to perfect their rights in conformity with the state water laws.

Mr. Kunkel's letter implies that he may be completing his study this year with the definition of the water diverted by the Company and the U.S., and the residual flow in Furnace Creek, but without determining the origin of the residual flow. Unless WODC and the Superintendent are satisfied with the new trench as the new point of diversion under Applications 10,001; 10,002; and 10,118 (Dockets 3, 4 and 5), we will still need one or more trenches, collecting systems and measuring devices at apparent sources of the residual flow of Furnace Creek.

As previously stated, $8,300 are now available for trenching in 1957. Mr. Kunkel is operating on a $5,500 obligation of 1957 funds, and we have tentatively budgeted $2,000 for his continued work in 1958. Can you obtain the labor for work by June 30 if more trenches are needed? If additional trenching is desired in July, can it be

35

00-00-0000: memorandum to regional director regarding water resources investigation cow creek-texas spring-travertine furnace creek area cont; april 25, 1957

financed from the tentative 1958 budget submitted with our memorandum of March 20 or will we have to try to reallocate funds of several regions? Finally, how much of the $8,300 now available to you might be reallocated if we can advance any work in another region to release 1958 funds for your possible needs.

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Death Valley
Chief, WODC

00-00-0000: memorandum to regional director regarding amendment of water rights applications 10001, 10002, 10118, and 10119; december 06, 1956

Docket # 3

154-L

XR- Water Right No 42

WESTERN OFFI
DESIGN & CONSTRU
DEC 10 1956
CHIEF
ADMIN.ASSIST.
PERSONNEL
PLANS & PROG
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.
ACTION TAKEN—
and Jane

December 6, 1956

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Amendment of Water Rights, Application 10001, 10002, 10118 and 10119, Death Valley

3 4 5

The memorandum of inquiry to you of November 29 from Mr. Simmonds was partially answered in my memorandum of November 27 transmitting prints of Drawings DV-6978 and 6979, but some further explanation seems desirable.

Mr. Simmonds refers to amendment of Application 10001 but all the designated applications are involved. In addition, some of the related problems concerning interests of the Borax Company require reference to Alien Water Right No. 42. My evaluation of water use and water rights of the Borax Company for the unsuccessful war time purchase will also be helpful if you have a copy.

At the time Application 10001 and Application 10002 were filed on September 13, 1940, the Borax Company was using only a part of the water from Furnace Creek Wash and its tributaries, under various dates of first use. Applications 10001 and 10002 were filed to claim 1.50 sec.ft. of the apparent unused flow under that priority. The Borax Company agreed to accept the appropriation after some discussion with this Service. The designated point of diversion was a well reported to have been drilled for test purposes. The well has now become useless and the applications only record the date of a Federal claim to water at a point which must be changed.

The applications and permits have been kept in good standing to the extent that we have obtained extensions of time in which to "complete" construction from the State Engineer. They have become progressively more subject to protest by conflicting claimants during the 16 years in which the United States has neglected to prosecute construction with proper diligence. The potential protestant is the Borax Company which has continued to use increasing amounts of the water.

During 1954 and 1955 the Grant of Utility line easements to the Borax Company was consummated. By mutual agreement, that instrument, which was dated July 1, 1955, and of which copies are filed in Part I of Alien Water Right No. 42, does not relate to water rights. However, the grant of easement reserves Federal rights to make diversions on any easement and at any source used by the Borax Company.

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One of my main reasons for sponsoring the water resources study which Mr. Kunkel of the Geological Survey is now making, was to determine which sources are not fully diverted by the Borax Company, the quantity of water which is and is not diverted at each source, if possible, and the probable total quantity of undiverted water which probably passes the Borax Company well and goes to waste beyond Furnace Creek Inn. From these data, Mr. Kunkel and NPS engineers should determine where the best Federal water supply can be obtained with the minimum of damage to Borax Company interests.

Assuming that the United States will obtain less polluted water at the sources than in the bottom of the wash, some consideration should be given to Federal reconstruction of some diversion works of the Borax Company, in order to recover water which now goes to waste, and perhaps to obtain head for a gravity system. The next question would be whether the United States should share quite a number of the improved diversion works with the Company, or arrange to take over exclusive control of one or two, and give the Company exclusive control over the additional water which the United States may recover at others.

During the study and planning, an attempt should be made to arrive at a plan that will be agreeable to the Borax Company so that it will not protest the amendment of the water rights to cover the selected point of diversion. One of the first questions for Mr. Kunkel to determine is how much undeveloped water there is and how to obtain it.

If the Borax Company does not agree to such procedure, or if Mr. Kunkel finds that the Company is diverting most of the water, it may then be necessary to define the relative rights of the United States and the Borax Company. One step will be to determine the extent to which diverted water may be in excess of beneficial needs. It might also be necessary to condemn or adjudicate water rights.

We are in a vulnerable spot through failure to construct the water system within a shorter period after 1940, but we may have prevented complete loss of rights through terms in the Grant of Easements. We are also at a disadvantage through failure to obtain Mr. Kunkel's study further in advance of present water system construction schedule.

Regardless of the outcome, I believe that the Borax Company should be fully advised of our intents, and of the value they may derive from Mr. Kunkel's study. This matter should be referred to the Regional and Field Solicitors, but I believe that the United States and the Company are both going to have to cooperate to resolve both of their water right problems. The Company is using a great deal of water which is not covered by county filings which should have been made since 1878 and appropriative applications which should have been filed with the State Engineer since December 19, 1914.

[redacted]

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Death Valley
Western Office of Design and Construction
Field Solicitor McClellan (2)

27

00-00-0000: memorandum to regional director regarding proposed exchange of lands involving suggested new airport site; april 04, 1952

COPY

Insert in Water Right Docket No. 3
Death Valley

BFm

Death Valley National Monument
Death Valley, California

April 4, 1952.

Memorandum

To: Regional Director, Region Four

From: Superintendent, Death Valley National Monument

Subject: Proposed exchange of lands involving suggested new airport site, Death Valley National Monument.

We are returning herewith copies of Pacific Coast Borax Company Drawing Sheets Nos. 1 and 2 of requested right of way for present and proposed utilities.

In response to your request and following Director Wirth's memorandum we make the following comments:

State Highway Right of Way. The present existing ditches and pipe lines were all constructed and in use prior to the State of California absorbing the old Inyo County road into the State Secondary system, which, according to our information was in July 1933.

As far as we know no specific width of right of way was ever obtained by the State unless the right was later accomplished without our knowledge. This was further involved by the fact that this Service was in ignorance at that time of the State's later claiming this roadway and the entire distance through the area in consideration was rebuilt and paved by this Service in 1935 and 1936, and after completion was claimed by the State with the claims being admitted by this Service and this section of the road turned over to them. As originally located by us, the alignment followed nearly exactly the old county road.

Several years later in 1942, after the road was washed out through the area of the numerous springs, the State reconstructed this section of the road further north on the edge of the mesa rather than in the wash, and this realignment crossed the pipe lines and ditches which collected the water from the various springs and conveyed it to a central collector in the wash bottom. We were never informed as to any legal steps taken by the State for use of the land occupied by this relocation.

Water Use. For several years after the proclamation constituting Death Valley National Monument, all the water collected in Furnace Creek came from the group of springs shown on the map.

A test well was sunk in the wash bed on government land by the Pacific Coast Borax Company, and a considerable underflow located. The company

00-00-0000: memorandum to regional director regarding annual reports on water rights (dockets 1, 2, 3, 4, 5, 6, 7, and 9), november 17, 1954

In reply refer to:
L54-L

(7)

Office of
Chief, Western Office
Div. of Design and Const.
NOV 22 1954 A.M.
Supv. Architect
Supv. Engineer
Supv. Landscape Arch.
Safety Engineer

November 17, 1954

Memorandum

To: Regional Director, Region Four

From: Chief, Water Resources Section

Subject: Annual Reports on Water Rights (Dockets 1, 2, (3), 4, 5, 6, 7 and 9) Death Valley

Attached are the copies of annual reports for insertion in the indicated dockets at your office and Death Valley

By reference to the letter transmitting the originals to the State Engineer, copy of which is attached, of which copies are also being distributed, you will note that I have invited a field inspection of the Cow Creek Domestic and Lower Emigrant Spring water systems with a view to possible proof for final licenses. Mr. Binnewies can supply the details of water use at Cow Creek from past correspondence when the representative of the State Engineer calls. I am more doubtful that satisfactory proof can be made on the Emigrant Spring diversion, but it will do no harm to have the matter considered. In both cases, Mr. Binnewies should tell the State representative that we do not want proof at this time if such proof would be for less than the authorized quantity of water.

In connection with the use of water from Emigrant Spring, the ranger residence should require about 250 gpd. A flush toilet uses 3-5 gallons at a time. I guess that a car with a boiling radiator may have from ½ gallon to full tank used, depending on conditions. Barrels and water bags have standard capacities. It seems quite possible that the required 4,300 gallons per day may have been used at the Easter season of most years when the spring flow was adequate.

It is hoped that no serious inspection of Furnace Creek be made. If such is necessary, Mr. Binnewies should be prepared to explain that we are working out water claims of the U. S. and Company in a friendly manner, one step has been the clarification of rights-of-way for the Borax Company during the past year. He can also point out, if necessary, that the Company recognizes a Federal claim to water based on the test well and filings, but

then proceeded to send a shaft on the Furnace Creek Inn property and siphoned the wash underflow through a tunnel directly north of the Inn for use at Furnace Creek Ranch. As they had abandoned the original test well this Service filed with the State a water right application for water from the wash to be carried to Texas Spring Campground, which application was granted and PCP U-16-3 prepared for construction of this development which was never started because of lack of appropriated funds.

At the time the water right application was made there was some controversy between Superintendent John R. White and President Frank Jennifer of the Pacific Coast Borax Company, but they did not protest the filing and stated that if our diversion reduced their supply they would protect their prior riparian rights as the diversion at Furnace Creek Inn was on their property.

As far as I can learn they have never filed applications with the State for any of this water on the grounds that it is all riparian. It might be proven that this is not the case with the water from the bottom of the wash but this would be an involved and speculative procedure.

In the final analysis undoubtedly water from their well and the one we propose to construct would both be riparian but their prior use could decide this issue. My personal opinion is that they do not secure but a portion of this underflow and our diversion would have little effect on their supply..

Texas Spring Water. The problem here is essentially different. During the early years of the Monument this Service with CCC labor developed a series of small springs on the north side of the water bearing hill. The Pacific Coast Borax Company had a diversion on the opposite side of the hill and apparently our development had no effect on their supply. At a later date they decided on tunnelling the hill during which operation the tunnel collapsed, which was immediately followed by complete loss of flow in the Service springs. This occurred during the hot summer season and before any relief was secured some 2,000 mesquite seedlings propagated in ournursery and set out in the campground were lost.

As soon as the Pacific Coast Borax Company tunnel could be cleaned out and completed, by agreement, this company furnished this Service with a stipulated amount of 35 gallons per minute to replace the amount lost through their operations.

If at such time as funds are provided and the diversion from Furnace Creek effected, it seems probable that we would not be obligated to depend on them for water from Texas Springs.

T. R. Goodwin,
Superintendent

ultimate point of diversion and respective water claims have not been worked out. He might also explain that the Company is getting rights-of-way subject to reservation of Federal rights to divert at same sources, and that both parties have agreed that related water rights are not to be settled or affected by the grant of easements to which no riparian rights shall attach.

(SGD.) A. VAN V. DUNN

A. van V. Dunn
Chief, Water Resources Section

In duplicate

Attachments

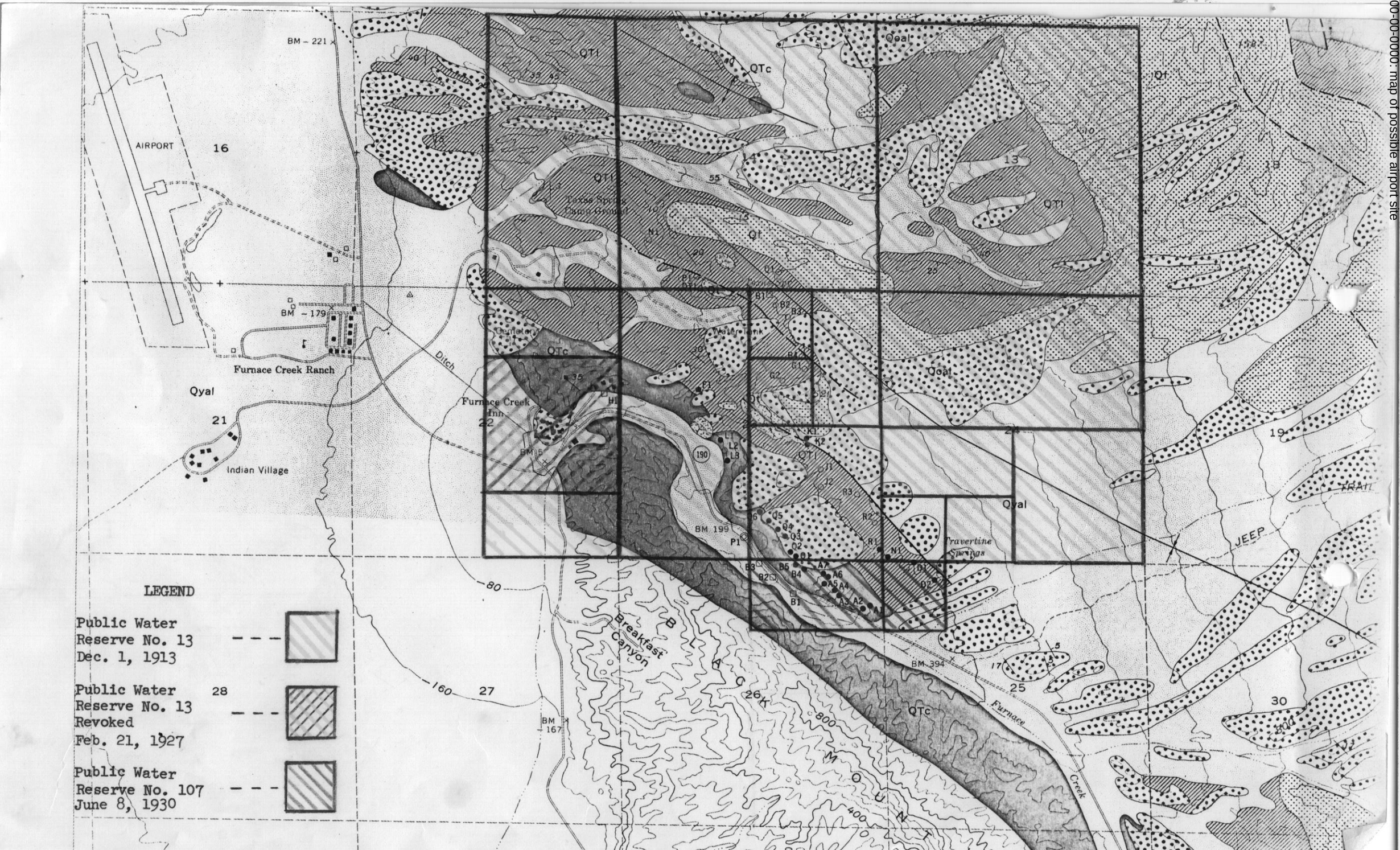
Copy to: Western Office of Design and Construction

08 MAPMISC

Death Valley National Park

FURNACE CREEK AND TEXAS SPRINGS

Maps and Miscellaneous Information


AIRPORT
BM – 221
BM – 179
Furnace Creek Ranch
Furnace Creek Inn
Indian Village
Ditch
Texas Spring Camp Ground
Waterfall
Travertine Springs
Breakfast Canyon
BM 199
BM 394
BM 167
Furnace Creek
JEEP TRAIL
QTl
QTc
Qoal
Qyal
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LEGEND
Public Water Reserve No. 13 Dec. 1, 1913
Public Water Reserve No. 13 Revoked Feb. 21, 1927
Public Water Reserve No. 107 June 8, 1930

Docket Information

Number of Documents in Docket : 318

Documents Dated from : 12-01-1913 to 02-25-2025

Docket Compiled: 6/18/2025