



Utah County Record No. 195, Strawberry Valley Project

6. And I further promise, covenant and agree for myself, my heirs, executors, administrators, and assigns, that if any freehold interest in said contract shall, through the voluntary act of me or them, be acquired by any person not qualified by the reclamation law to purchase the water right hereby sought, this application and any such freehold interest shall be subject to forfeiture as provided by said law.

7. The applicant shall at his own expense arrange with the Spanish Fork East Bench Irr. & Mfg. Co. for the carriage of the water furnished hereunder from the point of delivery by the United States to the land of the applicant, and shall bear his proportionate part of the cost to the United States of securing proper delivery of water to the water users under the Sp. Fk. East Bench Irrig. & Mfg. Co.'s canal by the Spanish Fork East Bench Irr. & Mfg. Co. The proportionate cost for the delivery of each acre-foot of water to the water-right applicant shall bear the same ratio to the total cost of operation and maintenance of the Spanish Fork E.B. Irr. & Mfg. Co.'s canal system as the number of acre-feet of Strawberry Valley project water delivered bears to the total number of acre-feet of water delivered through the company's canal system. The proper officers and employees of the United States, and its successors, shall have at all times the right of access to the above-described premises whenever it is, in the judgment of the officers or employees in charge of said unit, necessary to secure equitable delivery of water to the lands of the applicant; and I for myself, my heirs, executors, administrators and assigns, do hereby give, grant, bargain, sell and convey to the United States and its said successors the right for any such proper officers or employees to go and come upon any and all lands under the Sp. Fk. E.B. Irr. & Mfg. Co. unit, now or hereafter owned or held by me or them, for said purpose, with the power to take necessary steps for the delivery of water under this or other water-right applications under this unit.

8. It is understood and agreed that the United States reserves the right upon my failure or the failure of my successors in interest to keep and perform any of the provisions in this instrument contained, by me and my successors in interest undertaken to be kept and performed, to refuse to deliver water to said lands or to stop the delivery of water thereto if water is being delivered, and such refusal to deliver or stoppage of delivery of water shall not operate to cancel this application, but shall be considered as an additional remedy to the United States to any remedies existing by reason of the provisions of this application or otherwise.

9. And I, for myself, heirs executors, administrators, and assigns, do hereby grant, bargain, sell, convey, and confirm to the United States of America and its successors in charge of the project, all rights of way for telegraph, telephone, and power transmission lines, and structures incidental thereto, constructed or that may hereafter be constructed, by or under the authority of the United States, to have and to hold the same to the United States of America and its assigns and successors in charge of the project forever.

10. The United States assumes no obligation to the applicant other than the delivery of water in Spanish Fork River at the headworks of the Sp. Fk. E.B. Irr. & Mfg. Co.'s canal under the terms and provisions of the contract by and between the United States and the Spanish Fork East Bench Irrig. & Mfg. Co., dated March 25, 1915 referred to in article 5 hereof.

11. No member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

12. And I, the said Thomas B. Jones being duly sworn, depose and say that my post-office address is Spanish Fork, Utah; that I am a bona fide resident upon said land (or occupant thereof, residing in the neighborhood, namely, upon Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Salt Lake Meridian, (a distance in a direct line of \_\_\_\_\_ miles therefrom); that no other application now uncanceled, has been made for a water-right under the reclamation law, appurtenant to land now owned or claimed by me, except as follows:

Application No. 1585 Strawberry Valley Project, of \_\_\_\_\_, for \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Salt Lake Meridian, and area of \_\_\_\_\_ acres, and containing \_\_\_\_\_ acres of irrigable land, as determined by the Secretary of the Interior; and that the present application is made in my own behalf and not at the instance or for the benefit of any other person or any association or corporation, either directly or indirectly.

13. Nothing in this application contained shall be construed as in any manner or at all abridging, limiting, or depriving the United States of any means of enforcing any remedy in law or equity for the breach of any of the provisions of this application which it would otherwise have.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 day of April 1919  
Thomas B. Jones (Seal)  
Evelyn L. Jones (Seal)

ACKNOWLEDGMENT

STATE OF UTAH, County of Utah ss.

On this 17 day of April, A. D. 1919, personally appeared before me Thomas B. Jones and Evelyn L. Jones his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires Apr. 29, 1921 (SEAL) P.P. Thomas Notary Public.

ACKNOWLEDGMENT

STATE OF UTAH, County of Utah ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1919, personally appeared before me \_\_\_\_\_ the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_ Notary Public.

STATE OF Utah County of Utah ss.

Thomas B. Jones being duly sworn, deposes and says that he is the person (or one of the persons) who signed the foregoing instrument; that he has read the same and knows the contents thereof, and that all the statements of fact made by him in said instrument are true of his knowledge, except such as are made upon information and belief, and as to those he believes them to be true.

Subscribed and sworn to me this 17 day of April 1919  
My commission expires Apr. 21, 1919 (SEAL) P.P. Thomas Notary Public.

XXXXXX  
County of Utah ss.

April 17, 1919.

It is certified that the applicant signing the above instrument is entitled to the carriage of the water applied for through the canal system of said company.

(CORP SEAL)

SPANISH FORK EAST BENCH IRRIGATION & MFG. CO.  
By Wm. C. Beckstrom

Its Secretary.

Approved and accepted this 21st day of April 1919, by authority of the Secretary of the Interior.

J. L. Lytel  
Project Manager.

Entry No. 3581, Filed Apr. 22, 1919 at 11: A.M.

GENEVIEVE RICHARDSON COUNTY RECORDER.