## Utah County Record No. 195, Strawberry Valley Project

Form B
Approved by Secretary of the Interior
March 17, 1915.

STRAWBERRY VALLEY PROJECT

## DEPARTMENT OF THE INTERIOR

WATER-RIGHT APPLICATION FOR LANDS IN PRIVATE OWNERSHIP AND LANDS OTHER THAN HOMESTEADS UNDER THE RECLAMATION ACT

ACT JUNE 17, 1902 (32 STAT., 388) ACT AUG. 9, 1912 (37 STAT., 265) ACT AUG. 13, 1914 (38 STAT., 686)

STRAWBERRY VALLEY PROJECT. SERIAL NO. 1755
State of Utah. Spanish Fork Unit.

1. I, Thomas B. Jones and Evelyn L. Jones his wife in pursuance of the provisions of the Reclamation Act approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof, and supplementary thereto, especially the act approved August 9, 1912 (37 Stat., 265), and act August 13, 1914 (38 Stat., 686), all hereinafter called the Reclamation Law and the rules and regulations established thereunder, do hereby apply for a water right for the irrigation of and to be appurtenant to the irrigable land as shown on plats to be approved by the Secretary of the Interior within the tract described as follows:

Commencing at the Northeast corner of Sec. 21, Twp.8 South, Range 3 East, S.L.B.& M. thence East 20 chains; thence South 10 chains; thence West 60 chains; thence North 10 chains; thence East 40 chains, to the place of beginning. Containing an area of 60 acres.

Range 3 East , Salt Lake Base and Meridian, containing a total area of 60 acres

2. The quantative measure of the water right hereby applied for is that quantity of water which shall be beneficially used for the irrigation of said irrigable lands up to, but not exceeding, One acre foot per acre per annum,

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measured in Spanish Fork River, at the head of the Spanish Fork East Bench Irr. Mfg.Co's and in no case exceeding the share proportionate to the irrigable acreage, of the water supply actually available as determined by the Project Manager or other proper officer of the United States, or its successors in the control of the project, during the irrigation season for the irrigation of lands under said unit. The said water shall be delivered in Spanish Fork River, at the head of the Sp.Fk.East B.Irrig. Mfg.Co's canalduring the months of May to September, inclusive, at such rate of delivery as the water-right applicant may desire, in so far as such rate may be feasible, as determined by the United States; but in no event at a rate of flow per month greater than 40 per cent of the total annual supply in a flow as nearly uniform as practicable, unless otherwise mutually agreed. The applicant assumes all risk of loss in the transporting of the water from the point of delivery to the said lands.

payable in the manner provided for in Section 1 of the Reclamation Extension Act, and in addition thereto each and every annual charge for operation and maintenance, including any and all expense due to the exercise by the United States, or its successors in control of said unit, of the right reserved in paragraph 7 to secure proper delivery of water to individual water-right applicants under said unit, as fixed from time to time by the Secretary of the Interior, or the proper officer of the successors of the United States in the control of the project; (b) that each and all of the annual installments of the construction charge, and each and all of said annual charges for operation and maintenance, and each and every penalty attaching under the act of August 13, 1914 (38 Stat., 686), above mentioned, shall be and the same are hereby made a lien, upon the tract of land above described, and upon all water rights now or hereafter appurtenant or belonging thereto and all improvements now existing or hereafter made thereon, for myself, my heirs, executors, administrators, and assigns promising, covenanting and agreeing to pay all taxes and other claims now or hereafter becoming a prior encumbrance, failing which, upon demand by any proper officer of the United States, or its successors in control of said project, the United States or its said successors may pay the same and add the amount thereof to the mortgage lien hereby created, and recover the amount so paid as part of the said lien.

4. Upon my failure to comply with the terms of the Reclamation Law, and the regulations thereunder, this application shall be subject to the penalties prescribed in the Reclamation Extension Act of August 13, 1914 (38 Stat., 686).

5. This application must bear the certificate, as hereto attached, of the Sp.Fk.East B.Irrig.& Mfg.Cowhich has entered into contract with the United States, dated

March 25, 1915

and duly recorded in the records of Utah County, Utah, and this application is expressly made subject to all the terms of said contract.

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. 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 canalby 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 and for 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 that I am a bona fide resident upon said land (or occupant); address is Spanish Fork, Utah now uncancelled, 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 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 1919 Thomas B. Jones (Seal) (Seal) Evelyn L. Jones (Seal) (Seal) **ACKNOWLEDGMENT** STATE OF UTAH, County of Utah On this L. Jones his wife , A. D. 191 9, personally appeared before me Thomas B. Jones April and Evelynthe signer s of the above instrument, who duly acknowledged to me that t hey executed the same. P.P. Thomas My commission expires Apr. 29, 1921 (SEAL) Notary Public. ACKNOWLEDGMENT STATE OF UTAH, County of On this day of , A. D. 191 , 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 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. Thomas B. Jones Subscribed and sworn to me this day of April , 191 9 P.P. Thomas Public. My commission expires Apr. 21, 1919 (SEAL) XXXXXXXXX XXXXXXXXXX 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. SPANISH FORK EAST BENCH IRRIGATION & MFG.CO. (CORP SEAL) By Wm.C.Beckstrom Its Secretary. Approved and accepted this 21stday of 1919, by authority of the Secretary of the Interior. April

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

GENEVIEVE RICHARDSON COUNTY RECORDER.

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J.L.Lytel Project Manager.