

Miscellaneous Record No. 278, Utah County, Utah

Hanks Haskell, his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires Oct. 4, 1932.

(NOTARY SEAL)

Lee R. Taylor
Notary Public, Residing at
Payson, Utah County,
State of Utah.

AFFIDAVIT BY APPLICANT

STATE OF UTAH)
: SS
COUNTY OF UTAH)

The Undersigned Applicant being first duly sworn, says:
(a) I am the person who subscribed the foregoing appli-
cation; (b) My post office address is as stated above; (c) The said application is made
in my own behalf and not at the instance or for the benefit, directly or indirectly,
of any other person or any firm, association, or corporation; (d) 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 Application No. 144 Strawberry Valley Project,
made by Henry C. Haskell for 17.96 acre feet, 8.98 acres, Sec. 15, Twp. 9 So. Range 2
East, S. L. B. & M. Meridian, covering an area of 8.98 acres, and containing 8.98 acres
of irrigable land, as determined by the Secretary of the Interior; (e) I am married;
(f) I occupy the land described in the foregoing application and my actual bona fide
place of residence is as stated above under my post office address, and its distance
from said land in a direct line does not exceed fifty miles; (g) My interest in said
land is owner, as shown by an instrument recorded in the records of Utah County, State
of Utah, in Volume 246 of Deeds, at page 470.

Leo Earl Haskell

Matilda Haskell
(Name of applicant)

Subscribed and sworn to before me August 23, 1928

Lee R. Taylor
(Officer qualified to administer oaths)

My Commission expires Oct. 4, 1932.

(NOTARY SEAL)

Notary Public
(Title)

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

STRAWBERRY HIGH LINE CANAL COMPANY

(CORP. SEAL)

By Robert E. Huber
Its Secretary.

APPROVAL BY STRAWBERRY WATER USERS ASSOCIATION

Certified this 23rd day of August, 1928, that the applicant executing this in-
strument has subscribed (or is the successor in interest to one who has subscribed)
for the stock of this association for the lands described therein,

E. G. Breeze

(CORP. SEAL)

Secretary Strawberry Water Users
Association.

APPROVAL BY THE UNITED STATES

Approved and accepted this 19th day of December 1929, by authority of the Sec-
retary of the Interior.

A. W.
G.C.G.

S. O. Harper
Acting Chief Engineer.

INEZ JESSEE COUNTY RECORDER.

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Entry No. 9930, Filed Dec. 27, 1929 at 12:03 P.M.

Serial 790
Supplemental to 54-1.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
STRAWBERRY VALLEY IRRIGATION PROJECT
APPLICATION FOR PERMANENT WATER RIGHT

Payson, Utah, Jan. 24th, 1929

1. IN PURSUANCE of the provisions of the Act of June 17, 1902 (32 Stat., 388)
and acts amendatory thereof or supplementary thereto, especially the Act of August 9,
1912 (37 Stat. 265), the Act of August 13, 1914 (38 Stat. 686), and the Act of May 25,
1926 (44 Stat. 636), all herein styled the reclamation law, and the rules and regula-
tions established under said law, and subject to the conditions named in this instru-
ment, application is hereby made to THE UNITED STATES OF AMERICA, herein styled the
United States, by the UNDERSIGNED, herein styled Applicant, for a permanent water right
of 14.38 acre feet of water for the irrigation of and to be appurtenant to all of the
irrigable area now or hereafter developed under the Strawberry Valley Project, Utah,
within the tract of land described in Paragraph 2.

2. DESCRIPTION OF LAND. The land on account of which a water right is de-
sired, contains a total of 32.25 acres, of which 32.25 acres are now classed as irri-

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gable, and is more particularly described as follows:

Commencing 61.30 rds South of the N.E. Corner of lot 3, Sec. 6, T. 9 South, R. 3 E. \_\_\_\_\_, thence West 78 rds, South 98.7 rds, East 20 rods, North 41 rds, East 58 rds, North 57.7 rds to beginning. Area 32.25 acres.

3. DESCRIPTION OF WATER RIGHT. The quantity of water to be furnished hereunder shall be the amount above specified, namely, 14.38 acre feet to be used subject to the last proviso to Section 8 of said Act of June 17, 1902; Provided, That in case of a shortage at any time the amount of water to be furnished shall be an equitable proportionate share, as nearly practical operations will permit, of the water actually available at the time for all of the area being watered from the supply provided for the said Strawberry Valley Project, such proportionate share to be determined by the project superintendant or other proper officers of the United States, in charge of said project or the proper officers of the successors (including the Strawberry Water Users Association) of the United States in the control of said project. A plan of rotation shall be followed wherever, in the opinion of the project superintendent or other proper officers aforesaid, it is practicable. On account of drought, inaccuracy indistribution or other causes, there may occur at times a shortage in the water supply, and while all reasonable means will be used to guard against such shortages, in no event shall any liability accrue against the United States, its officers, agents, or employees, or against the Strawberry Water Users Association, its officers, agents or employees, for any damages direct or indirect arising therefrom. (4) The applicant hereby agrees to pay to the Strawberry Water Users Association, as fysical agent of the United States, unless and until the Secretary of the Interior shall otherwise direct, the charges now and hereafter properly assessable against said water right or against said land to which it is appurtenant together with any penalties for delinquency that may accrue, as provided by law and the regulations, orders, and public notices now or hereafter promulgated by the Secretary of the Interior thereunder, such payment to be made in the manner, at the times and subject to the conditions provided by said law, regulations, orders and public notices, which charges are as follows:

(a) An annual operation and maintenance charge for operating and maintaining the project works, exclusive of the High Line Canal System and the Mapleton Lateral System, which charge will include an item to meet the applicant's proportionate part (as determined by the Secretary of the Interior) of the established and or estimated deficit in the project operation and maintenance collections due to the failure of some of the water users of the project to pay their operation and maintenance charges when due;

(b) The purchase price of said water right, viz., \$60.00 per acre foot to be paid in 30 equal annual instalments of \$2.00 per acre foot, the first instalment being due at the time of making this application, a second instalment being due on Dec. 1 of the year in which this application is made, and subsequent instalments being due on Dec. 1 of each year thereafter until the entire construction charge shall have been paid. This construction charge is subject to annual increases under Subhead (c) of this Article.

(c) An annual charge (to be fixed by the Secretary of the Interior or by the Strawberry Water User's Association, with the approval of the Secretary of the Interior) to cover the applicant's proportionate part, as determined by the said Secretary, of established and or estimated deficits in construction charge collections from the project as a whole caused by the failure of some water right applicants or holders or owners of water rights under said project to pay construction charges when due. Charges under subhead (c) may be payable after the charges under Subhead (b) have been paid in full.

The annual operation and maintenance charges are to be paid in advance of the delivery of water each irrigation season, the precise date to be fixed by the Secretary of the Interior or the said Association, and if not so paid in advance and on or before the date so fixed, the applicant agrees that the delivery of water may be refused or discontinued until such operation and maintenance charges are paid. The applicant also agrees that the delivery of water hereunder may be refused or discontinued in case of a delinquency of more than twelve months in the payment of any charges due under Subhead (b) or (c) of this Article. The remedy of refusal to deliver or to continue to deliver water is not exclusive, and is not to debar the United States or the Strawberry Water Users' Association from resorting to any other available remedy in law or equity to enforce the payment of charges due hereunder. As an additional remedy, this contract may be canceled by the Secretary of the Interior at any time when the applicant is one year or more in default in the payment of any charges due hereunder. Upon such cancellation any payments made by the applicant under Subheads (b) and (c) of Article 4 shall become forfeited to the Reclamation fund. Any charges due hereunder and not paid when due shall bear interest at the rate of six per cent per annum until paid.

5. DELIVERY OF WATER. The said water shall be delivered during the irrigation season from May 1 to October 1 of each year at the head of the High Line Canal for lands covered by that canal or in the Spanish Fork River at the head of the \_\_\_\_\_ Company's canal for lands covered by the latter canal at such rate as the applicant may desire, insofar as such rate may be feasible as determined by the project superintendent or other proper officers as aforesaid, but in no event shall there be delivered during any one month an amount greater than 40 per cent of the amount herein applied for. The Applicant assumes all risk of loss in the transporting of the water from the point of delivery to said lands.

6. LIEN TO SECURE PAYMENT OF WATER CHARGES. For the purpose of securing payment to the United States of the obligations and each of them described in paragraph 4, according to the conditions therein stated, a lien in favor of the United States to secure the payment of the amounts shown in paragraph 4, is hereby created and made a charge upon all of the said land, both irrigable and nonirrigable, together with its privileges and appurtenances, including all water rights. Upon the failure of Applicant to pay when due any instalment of charges described in paragraph 4, the United States, or the said Association as fysical agent of the United States, is empowered to foreclose the lien hereby created and sell said land to satisfy the obligation due the United States.

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7. CERTIFICATE AS TO CARRIAGE OF WATER. This application must bear the certificate, as hereto attached, of the Strawberry High Line Canal Co. Company, which has entered into contract with the United States, dated April 7, 1916, and duly recorded in the records of Utah County, Utah, and this application is expressly made subject to all the terms of said contract.

8. CARRIAGE OF WATER FROM POINT OF DELIVERY. The applicant shall at his own expense arrange with the Strawberry High Line Canal Company for the carriage of the water furnished hereunder from the point of delivery by the said Association to the land of the Applicant. The Strawberry Valley project is being operated by the Strawberry Water Users Association under contract with the United States dated September 28, 1926, and the applicant hereby releases the United States from all claims due to said Association's failure to deliver, or its improper delivery of the water supply provided for herein.

9. POINT OF DELIVERY. The United States assumes no obligation to the Applicant other than as herein stated and the Applicant will hold the said Association solely responsible for the delivery of water at the head of the High Line Canal or in the Spanish Fork River at the headworks of the \_\_\_\_\_ Company's canal, as the case may be, under the terms and provisions of the contract by and between the United States and the St. B. High Line Canal Company, dated April 7, 1916, referred to in article 7 hereof.

10. RIGHTS OF WAY. As a further consideration for said water right, the Applicant hereby grants, sells, and conveys to the United States, without claim for compensation on account thereof, 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 hold the same to the United States of America and its assigns and successors in charge of the project forever.

11. WASTE AND SEEPAGE WATER. The United States reserves the right to collect for use on said project all waste and seepage water coming from said land. The Applicant releases the United States, its officers, agents, and employees from every claim for damage, direct or indirect, arising by reason of the presence of waste or seepage water on said land.

12. LAND TRANSFERRED FOR OTHER THAN AGRICULTURAL PURPOSES. Should the irrigable area of said land or any portion thereof be transferred for a railroad, manufacturing or other nonagricultural purpose all of the then unaccrued charges, against the area so transferred, under the first sentence of Subhead (b) of Article 4 shall at once become due and payable, and upon payment thereof and of any other charges thereon then due and unpaid under this contract, such area shall be eliminated from the irrigable area of the project and shall not thereafter be subject to the payment of charges hereunder.

13. CONDITIONS OF APPLICATION TO BE CONTINUING. When used herein, the terms "Secretary of the Interior" and "Project Superintendent" shall be construed to include the respective successors of those officials, the term "United States" shall be construed to include its successors and assigns, and the term "Applicant" shall be construed to include the one or more persons executing this application, and their respective heirs, executors, administrators, and assigns. All of the within terms and conditions, in so far as they relate to said land, are, and each of them hereby is, made a charge upon said land to run with the title to the same.

14. MEMBER OF CONGRESS CLAUSE. No Member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to this contract, if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the Applicant has hereunto set his hand and seal on the date first above written.

F. M. Davis (Seal)  
Beatrice C. Davis (Seal)

Salem, Utah  
(Postoffice address of Applicant)

Sec. 12, Twp. 9 So., Range 2 E. S.L.B. & M.  
(Bonafide residence of Applicant)

## ACKNOWLEDGMENT

STATE OF UTAH )  
                  )SS On this 24th day of January, A.D. 1929, personally appeared  
COUNTY OF UTAH ) before me F. M. Davis & Beatrice C. Davis, his wife, the  
                                  ) signers of the above instrument, who duly acknowledged to  
                                  ) me that they executed the same:

My Commission Expires Oct. 4, 1932.

Lee R. Taylor, Notary Public  
Residing at Payson, Utah  
County, State of Utah.

(NOTARY SEAL)

## AFFIDAVIT BY APPLICANT

STATE OF UTAH )  
                  )SS The Undersigned Applicant being first duly sworn, says:  
COUNTY OF UTAH ) (a) I am the person who subscribed the foregoing application;  
                                  ) (b) My post office address is as stated above: (c) The  
                                  ) said application is made in my own behalf and not at the  
instance or for the benefit, directly or indirectly, of any other person or any firm, association, or corporation: (d) 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 Application No. 54-1 Strawberry Valley Project, made by Parley P. Cloward for 80.62 acre feet, Sec. 6, Twp. 9 So., Range 3 East, S.L.B. & Meridian, covering an area of 32.25 acres, and containing 32.25 acres of irrigable land, as determined by the Secretary of the Interior; (e) I am married; (f) I occupy the land described in the foregoing application and my actual bona fide place of residence is as stated above under my post office address, and its distance from said land in a direct line

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does not exceed fifty miles: (g) My interest in said land is owner, as shown by an instrument recorded in the records of Utah County, State of Utah, in Volume 246 of Deeds, at page 256.

F. M. Davis  
Beatrice C. Davis  
(Name of applicant)

Subscribed and sworn to before me Jan. 24, 1929.

My Commission expires Oct. 4, 1932.

(NOTARY SEAL)

Lee R. Taylor  
(Officer qualified to administer oaths)  
Notary Public.  
(Title)

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

(CORP. SEAL) STRAWBERRY HIGH LINE CANAL CO.  
By Robert E. Huber, Its Secretary

APPROVAL BY STRAWBERRY WATER USERS ASSOCIATION

Certified this 24th day of January, 1929, that the applicant executing this instrument has subscribed (or is the successor in interest to one who has subscribed) for the stock of this association for the lands described therein.

(CORP. SEAL) E. G. Breeze  
Secretary Strawberry Water Users  
Association

APPROVAL BY THE UNITED STATES

Approved and accepted this 19th day of December, 1929, by authority of the Secretary of the Interior.

A.W. S. O. Harper  
G.C.G. Acting Chief Engineer

INEZ JESSEE COUNTY RECORDER

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Entry No. 9931, Filed Dec. 27, 1929 at 12:04 P.M.

Serial #791  
Supplemental to Serial #112-1

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
STRAWBERRY VALLEY IRRIGATION PROJECT  
APPLICATION FOR PERMANENT WATER RIGHT

Payson, Utah, February 18, 1929

1. IN PURSUANCE of the provisions of the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, especially the Act of August 9, 1912 (37 Stat. 265), the Act of August 13, 1914 (38 Stat. 686), and the Act of May 25, 1926 (44 Stat. 636), all herein styled the reclamation law, and the rules and regulations established under said law, and subject to the conditions named in this instrument, application is hereby made to THE UNITED STATES OF AMERICA, herein styled the United States, by the UNDERSIGNED, herein styled Applicant, for a permanent water right of 18.00 acre feet of water for the irrigation of and to be appurtenant to all of the irrigable area now or hereafter developed under the Strawberry Valley Project, Utah, within the tract of land described in Paragraph 2.

2. DESCRIPTION OF LAND. The land on account of which a water right is desired, contains a total of 37.66 acres, of which 37.66 acres are now classed as irrigable, and is more particularly described as follows:

Beginning 12 rds S. of the NW Cor., NE 1/4, S. 7, T. 9 S., R. 3 E., S.L.B. & M., th. S. 45 1/3 rds; th E 80 rds; th N 7 1/3 rds; th N 89° 44' E 48 rds; th N 0° 11' W 50 rds; th S 89° 44' W 48 rds; th S 12 rds; th W 80 rds to place of beginning. Area 37.66 acres more or less.

3. DESCRIPTION OF WATER RIGHT. The quantity of water to be furnished hereunder shall be the amount above specified, namely, 18.00 acre feet to be used subject to the last proviso to Section 8 of said Act of June 17, 1902; Provided, That in case of a shortage at any time the amount of water to be furnished shall be an equitable proportionate share, as nearly practical operations will permit, of the water actually available at the time for all of the area being watered from the supply provided for the said Strawberry Valley Project, such proportionate share to be determined by the project superintendent or other proper officers of the United States, in charge of said project or the proper officers of the successors (including the Strawberry Water Users Association) of the United States in the control of said project. A plan of rotation shall be followed wherever, in the opinion of the project superintendent or other proper officers aforesaid, it is practicable. On account of drought, inaccuracy in distribution or other causes, there may occur at times a shortage in the water supply, and while all reasonable means will be used to guard against such shortages, in no event shall any liability accrue against the United States, its officers, agents, or employees, or against the Strawberry Water Users Association, its officers, agents, or employees, for any damages direct or indirect arising therefrom. (4) The applicant hereby agrees to pay to the Strawberry Water Users Association, as fiscal agent of the United States, unless and until the Secretary of the Interior shall otherwise direct, the charges now and hereafter properly assessable against said water right or against said land to which it is appurtenant together with any penalties for delinquency that may accrue, as provided by law and the regulations, orders, and public