

Irrigation
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COMMUNICATIONS SECTION

AIR MAIL

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS
Chicago 34, Illinois

Zone 14

January 8, 1946

Mr. E. C. Fortier, ^{Walker,}
Director of Irrigation, Irrigation Service,
Office of Indian Affairs, ^{in a Figueroa Building,}
Chicago, Illinois ^{Los Angeles, California.}

Dear Mr. Fortier: ^{Walker:}

When in Chicago and Washington in November I suggested a form of agreement for use of landowners on the Flathead Project who may want to surrender their so-called private water rights and include the lands so covered in the project. On November 20, 1945, I submitted a revised form of agreement for use in such cases, and on December 5, 1945, I commented on criticisms raised by Mr. Simmons, but to date we have had nothing definite on a procedure to follow or a form of agreement to use. ^{we have made that}

^{change. A few slight changes were made in the second INTEREST clause.}
In our work on the project in December 1945 I had occasion to discuss this matter with some interested landowners. I advised them that the matter was being considered by the Office and a decision could be expected in a short time. Also, I attended a meeting of the Commissioners of the Flathead Irrigation District on December 15, 1945 at which time I sought their opinion on the question. It was the unanimous opinion of the commissioners that it would be desirable procedure to obtain these agreements in all cases where landowners are willing to surrender their so-called private water rights and to cover their lands in the project, henceforth to be treated as all other project landowners. It was agreed that a short simple form of contract should be executed where agreement was reached in order that the records would be complete with respect to all such transactions.

The work of obtaining irrigable acreage correction agreements is progressing very satisfactorily but we have confined our efforts to areas where private water rights are not involved. This procedure has been followed with the hope that we could be supplied with a form of agreement for use in the near future. In order that we may know how to proceed it will be greatly appreciated if you will advise of any decisions reached on the proposal and whether we can expect an approved form of agreement within a reasonable length of time.

Sincerely yours,

A. L. Walker
Principal Agricultural Economist

cc-Mr. Brown
Mr. Delhoo

AGREEMENT TO SURRENDER PRIVATE WATER RIGHT CLAIMS

FLATHEAD IRRIGATION PROJECT

* * * * *

This agreement made this _____ day of _____, 194_, between the United States of America, represented by _____, engineer of the Flathead Irrigation Project, hereinafter referred to as the party of the first part, and _____ and _____ owner (s) of land within the Flathead Indian Reservation, _____ County, Montana, hereinafter referred to as the party of the second part; witnesseth:

WHEREAS, The party of the second part owns the following described land

All or part of which is within the boundaries of the Flathead Irrigation Project shown on section plats forming Volume II of a report on conditions found to exist on the Flathead Irrigation Project prepared by the Agricultural Economics Unit as having a total of _____ irrigable acres; and

WHEREAS, The party of the second part, by virtue of having acquired all the rights, title and interest in Indian allotment No. _____, of which _____ acres were irrigated prior to beginning the construction of the Flathead Irrigation Project, claims a right to the use of that quantity of natural flow water adequate to irrigate _____ acres of land contained within the boundaries of the above described tract, and included in the total irrigable area described above; and

WHEREAS, The party of the second part utilizes in whole or in part a privately owned system of irrigation works for the irrigation of the _____ acres of so-called private water right land; and

WHEREAS, the land described in this agreement, including the so-called private water right land, is shown on a plat attached hereto and made a part here of; and

WHEREAS, The party of the first part owns, operates and maintains facilities known as the Flathead Irrigation Project which can be utilized for the irrigation of all the area last above described that may be beneficially and economically irrigated within the tract described herein without the necessity for additional construction work; and

WHEREAS, it is mutually agreed by the parties hereto that it would be

desirable and to the best interests of both parties that the so-called private water right land be included in and made a part of the Flathead Irrigation Project;

NOW, THEREFORE, the party of the second part, in consideration of the rights and benefits herein provided, hereby relinquishes all right, title and interest in the private ditch system serving his lands together with any and all rights to the use of normal flow water he may have acquired or claimed by any method or means, to the party of the first part on condition that party of the first part accords the party of the second part the same rights, privileges and benefits accruing to all other project lands, for all acreage for which a private water right has heretofore been claimed; and the party of the second part agrees that all land for which a private water right has been claimed shall be subject to all applicable laws, rules and regulations pertaining to the Flathead Irrigation Project, Montana; and further agrees to apply for the inclusion of the land in the Irrigation District within the boundaries of which the land is located.

This agreement is binding upon the undersigned landowners, their heirs, successors and assigns, and shall be recorded at the expense of the party of the second part.

Signed, sealed and delivered this _____ day of _____, 19__.

UNITED STATES OF AMERICA

By _____
Project Engineer

Landowner (s)

Concurred in by:

_____ Irrigation District
_____ Secretary _____, 194__.