

SECOND SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT

Between the

KARNES-GOLIAD SOIL CONSERVATION DISTRICT
SAN ANTONIO RIVER AUTHORITY

and the

HONDO CREEK WATERSHED IMPROVEMENT DISTRICT
(hereinafter referred to as the Sponsoring Local Organizations)
STATE OF TEXAS

and the

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
(hereinafter referred to as the Service)

Preamble

Whereas, the Watershed Work Plan Agreement for Hondo Creek Watershed, State of Texas, executed by the Karnes-Goliad Soil Conservation District and the Hondo Creek Watershed Improvement District, the then sponsoring local organizations, and the Service became effective on the 24th day of April, 1964; and

Whereas, a Supplemental Watershed Work Plan agreement was executed and became effective on the 17th day of August, 1964 whereby and wherein the San Antonio River Authority became a sponsoring local organization and a party signatory to the Watershed Work Plan Agreement; and

Whereas, it is now necessary to further amend the Watershed Work Plan;

NOW, THEREFORE, THE SPONSORING LOCAL ORGANIZATIONS AND THE SERVICE HEREBY AGREE:

1. That the section of the Watershed Work Plan entitled "Structural Measures" and found on pages 19 and 20 thereof shall be amended to read as follows:

"The Hondo Creek Watershed Improvement District and the San Antonio River Authority will:

- "1. Obtain the necessary land, easements, and rights-of-way and permits for floodwater retarding structures 1, 2, and 3 to be dedicated either jointly to the Hondo Creek Watershed Improvement District and the Karnes-Goliad Soil Conservation District or to the San Antonio River Authority or jointly to the San Antonio River Authority and the Hondo Creek Watershed Improvement District.
- "2. Provide for the relocation or modification of utility lines and systems, roads, and privately owned improvements;
- "3. Provide for the necessary improvement of low water crossings on private and public roads to make them passable during prolonged release flows from the structures or obtain permission to inundate such roads where equal alternate routes are designated for use during periods of innundation;

- "4. Provide the necessary legal, administrative and clerical personnel, facilities, supplies, and equipment to advertise, award, and administer contracts;
- "5. Determine the legal adequacy of the easements and permits for construction; and
- "6. Be the contracting agency, and let and service all contracts.

"Technical assistance will be provided by the Soil Conservation Service in preparation of plans and specifications, supervision of construction, preparation of contract payment estimates, final inspection, execution of certificates of completion, and related tasks necessary to install the planned structural measures for flood prevention.

"The three floodwater retarding structures will be constructed in numerical sequence during a 2-year installation period."

2. That the section of the Watershed Work Plan entitled "Financing Project Installation" and found on pages 20 and 21 thereof shall be amended to read as follows:

- A. The second unnumbered paragraph of said section shall be amended to read as follows:

"The voters of the Hondo Creek Watershed Improvement District have approved a tax which is being levied and collected annually to secure bond funds in the amount of \$40,000 for the local share of the project installation costs. Revenue from the sale of these bonds is available and may be adequate for financing the share of project installation costs to be borne by local interests. In the event that funds of the Hondo Creek Watershed Improvement District are not adequate for financing the share of project installation costs to be borne by local interests, then and in that event the San Antonio River Authority will acquire those land rights which the Hondo Creek Watershed Improvement District is not financially able to acquire. All land rights acquired by the San Antonio River Authority shall be taken either in the name of the San Antonio River Authority or jointly in the name of the San Antonio River Authority and the Hondo Creek Watershed Improvement District. The San Antonio River Authority has on hand sufficient funds to complete the local share of project installation costs."

- B. The second numbered paragraph of the fifth unnumbered paragraph of said section shall be amended to read as follows:

"All land, easements, rights-of-way, and permits have been obtained for all structural measures or a written statement is furnished by the Hondo Creek Watershed Improvement District or the San Antonio River Authority that its right of eminent domain will be used, if needed, to secure any remaining land, easements or rights-of-way within the project installation period; and that sufficient funds are available for purchasing those easements and rights-of-way."

3. It is further agreed by and between the parties hereto that the said Karnes-Goliad Soil Conservation District, the San Antonio River Authority, and the Hondo Creek Watershed Improvement District shall discharge all other duties and responsibilities as set forth in the Watershed Work Plan.

KARNES-GOLIAD SOIL CONSERVATION DISTRICT

By: Clarence J. Schindler
Title: Chairman
Date: December 7, 1965

The signing of this Agreement was authorized by a Resolution of the governing body adopted at a meeting held on 12-7-65
Sal Parks - Sec
Date: 12-7-65

HONDO CREEK WATERSHED IMPROVEMENT DISTRICT

By: F. W. Sellers
Title: VICE PRESIDENT
Date: FEBRUARY 17, 1966

The signing of this Agreement was authorized by a Resolution of the governing body adopted at a meeting held on 2-17-66
Thomas B. Baker
Date: 2-17-66

SAN ANTONIO RIVER AUTHORITY

By: Martin C. Evans
Title: Chairman, Board of Directors
Date: November 17, 1965

The signing of this Agreement was authorized by a Resolution of the governing body adopted at a meeting held on 11-17-65
Wanda Bentley, asst Secy
Date: 11-17-65

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

By: H. N. Smith
Title: STATE CONSERVATIONIST
Date: FEB 25 1966