

Supplemental Watershed Agreement No. IV

For Big Sandy Creek Watershed, Texas

By

Exchange of Correspondence

Since the original Watershed Work Plan Agreement was signed on March 7, 1956 and supplemented on July 18, 1960, April 26, 1976, and August 22, 1979, it has become necessary to modify that Agreement. It has also become necessary to modify the Operation and Maintenance Agreement dated July 19, 1960. Big Sandy Creek Floodwater Retarding Structures (FRS) 8 and 8A no longer serve the purposes or provide the benefits as stated in the original Watershed Work Plan Agreement.

FRS 8 and 8A of Big Sandy Creek Watershed are no longer needed to provide downstream flood reduction benefits. The benefitted bottomlands have been inundated by water stored and/or temporarily detained as a result of the creation of Lake Amon G. Carter by the City of Bowie, Texas, and the City of Bowie has obtained control of the area that had been benefitted.

The sponsors wish to be released from all responsibility to operate and maintain FRS 8 and 8A. Since there are no remaining benefits from these two structures, the NRCS is willing to delete FRS 8 and 8A from the Watershed Work Plan Agreement and from the Operation and Maintenance Agreement. The purpose of the Operation and Maintenance Agreement was to protect the Federal investment for the life of the structures. Since the structures no longer provide any downstream flood control benefits, there is no longer a Federal investment to protect.

It is agreed that:

1. The Upper Elm-Red Soil and Water Conservation District and Montague County are released from all obligations owed to NRCS regarding Big Sandy Creek FRS 8 and 8A under the Watershed Work Plan Agreement, as supplemented and under the Operation and Maintenance Agreement dated July 19, 1960.
2. The NRCS is released from any and all obligations owed to Upper Elm-Red Soil and Water Conservation District and Montague County regarding FRS 8 and 8A under said Watershed Work Plan Agreement, as supplemented, and under said Operation and Maintenance Agreement.
3. The NRCS is released from all responsibilities and liabilities arising out of any rules, laws, and regulations applicable to FRS 8 and 8A under the jurisdiction of the State of Texas. Whoever retains title to or obtains title to the easements and/or land where FRS 8 and 8A are located will assume these responsibilities

and liabilities from the date of this Supplemental Watershed Agreement IV, forward.

4. It is further agreed that FRS 8 and 8A are hereby deleted from the Watershed Work Plan Agreement, as supplemented, and from the Operation and Maintenance Agreement.

By deletion of FRS 8 and 8A from the Watershed Work Plan Agreement and from the Operation and Maintenance Agreement, NRCS is released from any future obligations and/or responsibilities with respect to any present or future owners of those structures.

All other terms, conditions, and stipulations of the Watershed Work Plan Agreement, as supplemented, and of the Maintenance and Operation Agreement that are not modified herein remain the same and are agreed to:

William Hermes
Signature

Chairman
Title

12-13-04
Date

Upper Elm-Red Soil & Water Conservation District
Sponsor

James O. Kittell
Signature

County Judge
Title

December 27, 2004
Date

Montague County, Texas
Sponsor

Larry D. Butler
Signature

State Conservationist
Title

JAN 05 2006
Date

Natural Resources Conservation Service
USDA (successor agency to the Soil Conservation Service)