

WORKING AGREEMENT

Between

The Canadian-Walnut Soil Conservation District, State of Oklahoma, referred to below as the "District", and the Wayne Creek Flood Control Informal Group.

Purposes

The purposes of this agreement are to coordinate the activities and efficiently use the resources of the two parties in maintaining flood control measures in the interest of flood control, soil and water conservation, soil improvement, and wise land use on lands of interest to the group and which are within the boundaries of the District.

To further these purposes:

A. The District has:

Assisted the Group in preparing a maintenance plan (hereinafter referred to as the "Plan") and has made available a permanent record of this plan.

B. The District will:

1. Furnish technical assistance as specified in the attached maintenance plan to the extent that such technical assistance is available to the District at the time that it is to be furnished.
2. Such other assistance as the District may determine to be available.

C. The Group will:

1. Provide necessary rights-of-way to carry out properly the maintenance contemplated in the attached plan.
2. Do the things the plan indicates it will do, including the furnishing of equipment, operation and repair thereof, materials, supplies, labor, and services necessary to do these things.
3. Encourage the adoption of soil and water conservation, soil improvement measures and wise land use measures in furtherance of the District Work Plan in the territory surrounding the lands owned or controlled by the Group which may affect flood control within the lands owned or controlled by members of the Group.
4. Maintain in a manner satisfactory to the District Governing Body specific flood control measures constructed or undertaken by the District in accordance with the provisions of the Plan.
5. Use any materials, equipment, or labor furnished by the District in the manner specified in the plan.

D. It is mutually agreed that:

1. The attached plan may be changed at any time by the consent of both parties. Such changes may be brought about in order to make the Plan current or to cover work on additional land.
2. Neither the District nor members of the Group shall be liable for any damage to the other's property resulting from the carrying out of the Plan, except damages caused by negligence or willful misconduct.
3. Neither the District nor the Group is bound by any obligation in this agreement which will involve the expenditure of funds or the furnishing of resources in excess of the amounts made available to it.
4. This agreement will become effective on the date of the last signature and may be terminated or modified by mutual agreement of parties hereto.

WAYNE CREEK FLOOD CONTROL INFORMAL GROUP MEMBERS

John Franklin
B.A. Langham
Paul J. Jones
A.E. Wesley
E.L. Long

CANADIAN-WALNUT SOIL CONSERVATION DISTRICT

BY: *M.H. Quinn* DATE: 10-7-52
 Chairman, District Governing Body

The signing of this agreement on behalf of the Canadian-Walnut Soil Conservation District authorized by a resolution of the District Governing Body adopted at a meeting held on Oct. 7, 1952.

Alma Taylor Date 10-7-52
 Secretary - District Governing Body