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PARTNERING AGREEMENT

US Army Corps of Engineers

between
Muskingum Watershed Conservancy District
and
Huntington District, US Army Corps of Engineers

Muskingum Watershed Conservancy District

WHEREAS, the Muskingum Watershed Conservancy District (MWCD) and the Huntington District, US Army Corps of Engineers (Corps) seek to use a strategic approach to dealing with reservoir control, recreation management and resource conservation, these two groups are committed to working together to achieve the following objectives.

RESERVOIR CONTROL

The Corps agrees to undertake the following reviews:

- Review impacts of the current reservoir operations.
- Review the fall draw down procedures
- Conduct cost/benefit analysis, considering impacts on recreation, water supply, economic development, erosion, sedimentation, and agriculture.
- Review Corps regulations regarding potential operational changes and all pertinent federal and state laws pertaining to potentially updating the Official Plan (OP).

The MWCD agrees to provide information concerning impacts of current reservoir operations and all information within its possession requested by the Corps pertinent to assisting the Corps' review.

With the Corps as the lead agency, we will work together on the **Dam Safety Assurance (DSA) Program** and address the following tasks:

- Complete an inventory of DSA needs by project.
- List DSA project completed.
- Outline potential future projects and costs.
- Explore cost sharing requirements and examine financing options.

RECREATION MANAGEMENT

MWCD will provide information for potentially **Updating the 1946 Plan,** relating to, at a minimum, the following areas:

- Safety
- Joint public assistance by those in uniform
- Encroachment regulations
- Specific facility needs or repairs
- Ongoing communications and decision making
- Signage
- Corps "free" facilities issues
- Nexus with Reservoir Management
- Cost reduction opportunities

In addition we will work to **Share Customer Feedback Methodologies** including:

- Customer Comment Card Programs
- Carrying Capacity Studies

Finally, we will work toward a **Shared Volunteer Program Initiative** to deal with:

- Cost Sharing Challenges
- Cooperation among Associations

RESOURCE CONSERVATION

After consultation with Corps, the MWCD will work toward the goal of Developing a Scope of Work for Conservation Plans and Establish a Plan for the entire basin.

We commit to achieve these objectives through periodic partnering sessions, sound leadership, team work, and the personal commitment of team members in our respective organizations in the conduct of our day-to-day business. As leaders in our respective organizations, we commit to promote partnering at all levels.

This agreement is effective May 6, 1998, and will be reviewed periodically to renew our commitment and to consider any needed changes. It is recognized that all actions undertaken pursuant to this agreement must be in accordance with all applicable federal, state, and local laws and that this agreement does not alter the existing legal authorities under which the signatory agencies operate.

Dana Robertson
Colonel, Corps of Engineers
Huntington District

John Hoopingarner
General Manager and Secretary
Muskingum Watershed Conservancy District

As team leaders and members we too are committed to this effort. (Signed by all present).

PROJECT AND OFFICIAL PLAN

FOR THE

MUSKINGUM WATERSHED

CONSERVANCY DISTRICT

APPENDIX A

AGREEMENT between the
Muskingum Watershed Conservancy
District and the United States
of America.

AGREEMENT dated as of March 29, 1934, between the Muskingum Watershed Conservancy District, a body corporate and political subdivision duly organized under the laws of the State of Ohio, herein called the Conservancy District, and the United States of America, herein called the Government.

Definitions.

The following words as used herein have the meaning as stated in this paragraph: "Administrator" means the Federal Emergency Administrator of Public Works duly appointed and acting by authority of the National Industrial Recovery Act, approved June 16, 1933: "The Act" means said act:"Corps of Engineers" means the Corps of Engineers of the United States Army: "Conservancy District" means the Muskingum Watershed Conservancy District, a body corporate and political subdivision of the State of Ohio duly organized under the Conservancy Act of Ohio, Sections 6828-1 to 6828-79, inclusive:"Project and Official Plan" means the plan for the improvement contemplated by this agreement, as approved by the Chief of the Corps of Engineers of the War Department, adop ted by the Conservancy District and, if objection is made as provided in Section 12 of said Conservancy Act, approved by the Court described in Sections 6 and 12 of said Conservancy Act, as the "Official Plan"; "Counsel for the Government" means the Legal Division of the Federal Emergency Administration of Public Works: "Federal Contributions" means the services of Funds contributed by the Government; "District Contribution" means lands,easements, services a nd funds contributed by the District: "Board" means the Board of Directors of the District: "Conservancy Engineer" means the Chief Engineer of the District duly appointed by the Board: "Bonds" means the bonds of the District authorized to be issued by said Conservancy Act and specifically by Section 47 thereof; "Warrants" means the warrants authorized to be issued by the District by Section 44 of the Said Conservancy Act.

Recitals

WHEREAS, the Conservancy District has heretofore made application to the Administrator for the inclusion of the Project and Official Plan in the comprehensive program of Public Works described in Section 202 of the Act and for aid toward the construction and financing thereof pursuant to Section 203 of said Act;

WHEREAS,the Board by force of Section 23 of said Conservancy Act has the right and authority to enter into contracts or other arrangements with the Government or any department thereof for cooperation of assistance in constructing the works of the Conservancy District, not in violation of

Article 8 of the Constitution of the State of Ohio,or for making surveys, investigations and reports thereon, and, as provided by Section 44 of said Conservancy Actmay borrow money to facilitatepreliminary work and may issue and sell or pay negotiable evidence of debt(herein called warrants) and may pledge, after it has been levied, the preliminary act described in Section 43 of said Conservancy Act for the repaymont thereof, and, as provided by Section 44(a) of said Conservancy Act may issue bonds of the said Conservancy District for the purpose of retiring any warrants or instruments evidencing indebtedness incurred in pursuance of Section 43 qnd 44 of said Conservancy Act:

WHEREAS, the accomplishment of the Project and Official Plan for flood control and water conservation in the Conservancy District will also improve the navigation of the Muskingum and Ohio Rivers and will substa ntially contribute to the control of flood waters in the valleys of the Muskingum and Ohio Rivers:

WHEREAS, the estimated cost of the Project and Official Plan is $34,590,000:

WHEREAS, the Conservancy District is at present unable to contribute to the accomplishment of the Project and Official Plan more than $12,000,000 but is willing and able to assume the contribution of such an amount as hereinafter provided:

WHEREAS, the Administrator, under the direction of the President, has included the Project and Official Plan in the comprehensive program of public works and has allotted and transferred to the War Department, Corps of Engineers, the sum of $22, 090,000 to aid in financing its construction:

WHEREAS,the Administrator and the Special Board of Public Works has allotted to the said Conservancy District a sum not to exceed $500,000 for the purpose of aiding by way of a loan to financing the District's contribution to said Project, subject to the execution of a contract satisfactory to the Administrator between the United States of America and said Conservancy District:

THEREFORE, The Parties agree with each other as follows:

Part I

1. The Administrator will cause said sum of $22, 090,000 heretofore transferred as aforesaid to the Corps of Engineers to be made available upon this agreement becoming binding as provided in Part III paragraph 4 herein. He will cause the Corps of Engineers to apply such part of said sum as may be necessary to meet the expense of the Government's part of the preparation of the Project and Official Plan.

Said Plan and improvements for which the Conservancy District was created shall include such maps, profiles, plans and other data and descriptions as may be necessary to set forth properly the location and character of the work and of the property benefited or taken or damaged, with estimates of costs and specifications for doing the work. Said Plan shall be prepared in cooperation between the Corps of Engineers and the Conservancy District and the preparation thereof shall be under the general direction and supervision of the District Engineer assigned by the Corps of Engineers and of the Conservancy Engineer. Said Plan, when approved by the Board and by the Chief of the Corps of Engineers, and, if objection is made thereto as provided in Section 12, if approved by the Court established by authority of Section 6 of said Conservancy Act as the "Official Plan" of the Conservancy District, shall constitute the "Project and Official Plan".

2. The Project and Official Plan shall include the construction of fourteen reservoirs tentatively located and numbered as follows:

No.	Location of Reservoir	Drainage Area Sq.Mi.	Capacity for Flood Control A. Ft.	Capacity for Water Conserv. A. Ft.	Total Capacity A. Ft.
1.	Wills Creek	734 (a)	320,000	0	320,000
2.	Walhonding at Mohawk	812 (b)	293,000	0	293,000
3.	Killbuck Creek	346	73,000	0	73,000
4.	Sandy Creek	485	190,000	0	190,000
5.	Wakatomika Creek	145	69,000	93,000	162,000
6.	Seneca Fork of Wills Cr.	122	58,000	78,000	136,000
7.	Clear Fork of Mohican River	206	98,000	4,000	102,000
8.	Black Fork of Mohican River	220	104,000	12,000	116,000
9.	Stillwater Creek	83	39,000	53,000	92,000
10.	Little Stillwater Creek	71	34,000	46,000	80,000
11.	Walnut Creek Fork of Sugarcreek	49	23,000	32,000	55,000
12.	Indian Fork of Conotton Creek	73	35,000	17,000	52,000
13.	McGuire Creek Fork of Conotton Creek	48	23,000	31,000	54,000
14.	Lake Fork of Mohican River	252	127,000	0	127,000

(a) Excluding drainage area above Seneca Fork Reservoir.
(b) Excluding drainage area above Clear Fork, Black Fork, and Lake Fork Reservoirs.

or such other reservoirs in number, location and design as may be agreed upon by the Conservancy District and the Corps of Engineers.

3. (a) Amount of loan, purchase price and purpose. Subject to the terms and conditions of this Agreement, the Conservancy District will sell and the Government will purchase $500,000 aggregate principal amount of the warrants of the Conservancy District at one hundred per centum of the principal amount thereof, the proceeds from the sale of the warrants to be used for the financing by the District of its part of the Plan for the improvements for which the District was created, and more particularly the expense of determining the property benefited or taken or damaged and for other and incidental purposes; all pursuant to the proceedings authorizing the issuance of such warrants, Title II of the Act, the Constitution and statutes of the State of Ohio and specifically the Conservancy Act of said State.

(b) Description of warrants. (1) Designation - "Warrants" of the Muskingum Watershed Conservancy District, a body corporate and political subdivision duly organized under the laws of the State of Ohio.

(2) Principal amount $500,000

(3) Type - Negotiable coupon warrants as described in Section 44 of said Conservancy Act.

(4) Registry - Registerable at the option of the holder as to principal and interest.

(5) Date - Dated as of the date of issuance by the Board.

(6) Interest - 4 per cent per annum payable annually, one year after the date of issue and two years after the date of issue.

(7) Maturities - Two years after the date of issuance.

(8) Security - Security for the discharge of said warrants is the promise of the Conservancy District herein to pay or cause to be paid said warrants according to their terms and if necessary to retire such warrants when due to levy the preliminary tax described in Section 43 of said Conservancy Act and, as authorized by Section 44 (a) of said Conservancy Act, to issue bonds of the said Conservancy District for the purpose of retiring such warrants.

(9) Place and medium of payment - At the office of the Conservancy District at New Philadelphia, Ohio, in such funds as are on the dates of payment of the principal and interest on the warrants legal tender for debts due the United States of America.

(10) Denomination - $1,000.

(c) Form text and sample of warrants - The warrants shall be in form and text satisfactory to the Legal Division of the Federal Emergency Administration of Public Works. Before the warrants are prepared the Conservancy District shall submit a sample or specimen warrant with coupons for approval by counsel for the Government.

(d) Method of taking up warrants - The Warrants shall be taken up and paid for in blocks from time to time as funds are needed for the Project and Official Plan, or the entire issue may be taken up and paid for by the Government at one time in the discretion of the Finance Division of the Federal Emergency Administration of Public Works (herein called the Finance Division).

(e) The Conservancy District will deposit the proceeds from the sale of the warrants in a bank or banks which are members of the Federal Reserve System in a special account or accounts, each of such special accounts to be continuously secured by a pledge to the Conservancy District of direct obligations of the United States of America having a market value exclusive of accrued interest at all times equal to the amount on deposit in each said account. Such securities will either be deposited with the Conservancy District or be held by a trustee or agent satisfactory to the Finance Division, provided that the trust or agency agreement is satisfactory to Counsel for the Government; provided, however, that in the option of the Finance Division such special account or accounts may be secured by a surety bond or bonds which shall be in form sufficiency and substance satisfactory to Counsel for the Government. Any balance or balances remaining unexpended in such account or accounts and which are not required to meet unpaid obligations incurred in connection with the preparation of the Project and Official Plan shall be used solely for the payment of the interest on and the principal of the warrants.

4. The Conservancy District agrees to pay or cause to be paid said warrants according to their terms and, if necessary to retire said warrants when due, to levy in due season the preliminary tax described in Section 42 of said Conservancy Act, and, as authorized by Section 44 (a) of said Act, to issue bonds of the said Conservancy District for the purpose of retiring such warrants.

5. The Corps of Engineers is authorized to pay out of the said sum of $22,090,000 the expenses of such engineering, construction and other work incidental thereto as may be performed by the Conservancy District subsequent to the date of this agreement and approved by said Corps of Engineers as conveniently and economically to be performed by the Conservancy District and useful in connection with the preparation or execution of the Project and Official Plan; provided that the provisions of Section 206 of the Act, so far as applicable, and the rules of the Administrator effectuating it, in so far as said rules are applicable, shall apply to work financed by such payments. The application of said Section and rules shall be determined by the United States District Engineer.

6. When the Corps of Engineers shall be satisfied that the Conservancy District has acquired the titles and easements necessary for the accomplishments of the Project and Official Plan (or of any severable part thereof which in the judgment of the Corps of Engineers will improve the

navigability or promote the control of flood waters of said Rivers) said Corps is authorized to proceed with the work and will expend in the accomplishment thereof all or such part of the sum of $22,090,000 as may be necessary to fulfill the obligations of the Government under this agreement.

7. The Government agrees to furnish to the Conservancy District from time to time as it may request a statement showing the balance of the Federal Contribution available for the accomplishment of the project and Official Plan.

8. The Corps of Engineers is authorized to pay the construction cost of all railroad and other public utility relocations necessary to the accomplishment of the Project and Official Plan and to make settlements in lieu of such relocations to the extent approved by the Chief of the Corps of Engineers as advantageous to the Government.

9. The Conservancy District agrees to contribute to the accomplishments of the Project and Official Plan by making available and expending or causing to be made available and expended with all possible expedition the sum of $12,000,000. Said contributions includes title in the District to all lands and easements necessary to the accomplishment of the Project and Official Plan, the expense of appraisals described in Section 26 to 41, inclusive, of said Conservancy Act, the administrative, legal and other expenses incident to its contribution, the expense (including construction costs) of all necessary relocations and vacations of public highways. If the total of the Conservancy District's expenditures and commitments hereunder as of January 1, 1936, shall be less than $12,000,000, the Conservancy District agrees to make available and expend or cause to be expended in the succeeding two years an amount not less than the difference between said total and said sum of $12,000,000 if and to the extent that the Chief of the Corps of Engineers shall deem much expenditure necessary for the accomplishment of the Project and Official Plan and properly to be contributed by the Conservancy District.

10. The Conservancy District agrees that it will from time to time when requested by the Corps of Engineers furnish statements showing the amounts which said District proposed to contribute and has contributed under this agreement.

11. Inasmuch as the purpose of the Government in entering into this Agreement (among other things) is to provide employment quickly, the Conservancy District agrees to apply all possible expedition to the performance of its obligations hereunder and particularly to such performance as must precede the performance of the obligations of the Government hereunder.

12. The Conservancy District agrees to maintain, operate and pro-

tect the Project and Official Plan, without expense to the United States, and, while conserving the objects of said Project and Official Plan, will maintain and operate the same in such manner as in the judgment of the Chief of the Corps of Engineers will best serve the interests of navigation and control of flood waters of the Muskingum and Ohio Rivers.

13. Title to all lands and easements paid for by the Conservancy District in performance of its obligations hereunder shall vest and remain in said District.

14. There shall be no modification of the Project and Official Plan after its approval by the Conservancy Court except such as shall be approved by the Chief of the Corps of Engineers and shall be in compliance with said Conservancy Act.

15. The Conservancy District will save the United States harmless from all claims for damages arising from the construction, maintenance and operation of the project, except liability for claims of employees of the United States arising out of their employment and except claims arising from the negligence of such employees.

16. Disagreement between the Corps of Engineers and the Conservancy District with regard to the preparation or execution of the Project and Official Plan shall be finally determined by the Administrator or his successor.

PART II.

Procedure

1. When this Agreement has been approved by the judges sitting as the Court provided for in Section 6 of the Conservancy Act, the Board will adopt a resolution setting forth this agreement in full, reciting the action of the Court in the premises approving this Agreement and authorizing and directing the execution thereof by the members of the Board, and as soon as possible thereafter the Board will send to the Administrator three counterparts of this agreement signed by the Board, three certified copies of the order of said Conservancy Court approving this agreement, together with such papers, certificates, extracts of minutes and other documents as may be requested by Counsel for the Government. Upon the signing of this Agreement by the parties, the Board will promptly-

(a) Retain municipal bonds counsel satisfactory to the Finance Division of the Administrator to assist the Board in proceeding relative to the authorization, issuance and sale of such warrants and bonds as it may be necessary for the Board to use to finance the performance of its obligations hereunder and to give such legal opinions relative thereto as may be requested by Counsel for the Government:

(b) Submit to the Chief of Engineers a statement as to when it proposed to have available the necessary lands, easements and rights-of-way, and any other details or data that may be requested by him;

(c) Submit to him all such authorizations, permits, licenses, and approvals from Federal, State, County, Municipal and other authorities as Counsel for the Government may deem advisable to be obtained with reference to the Project and Official Plan;

(d) Take all proceedings necessary to authorize the warrants and bonds to finance the obligations of the District under this Agreement.

2. As soon as the provisions of paragraph 1, Part II hereof, shall have been complied with to the satisfaction of Counsel for the Government, the Conservancy District will file with the Government a requisition requesting the Government to purchase said warrants in the amount of $500,000, specifying the serial numbers and maturities, which maturities shall be satisfactory to the Finance Division, of the warrants and the date when it is desired to complete delivery thereof (which date shall not be earlier than ten days after the Government's receipt of such requisitions, unless otherwise satisfactory to Counsel of the Government), the warrant requisition to be accompanied by a complete transcript of all warrant proceedings together with such certificates, forms, opinions, letters, statements and other documents as may be requested by Counsel for the Government.

3. If the warrant requisition and documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms of conditions of this Agreement, upon reasonable notice to the Conservancy District and within a reasonable time after the receipt by the Government of the warrant requisitions, the Government will arrange to purchase said warrants in the aggregate amount of $500,000, payment for the warrants to be made at the _____ (herein called the Reserve Bank) or at such other place or places as Counsel for the Government may designate, against delivery by the Conservancy District of such warrants (having appropriate coupons attached), together with such documents as may be requested by and which shall be in form, sufficiency and substance as therefor approved by Counsel for the Government.

4. Upon the completion of the preparation of the Plan described in paragraph 1 of Part I hereof and its approval by the Chief of the Corps of Engineers, the Board shall cause notice by publication to be given as provided by Section 12 of said Conservancy Act and shall proceed further as provided thereby. After the hearing therein described the Board shall adopt the Plan which has been approved by the Chief of the Corps of Engineers as the Official Plan of the said Conservancy District, subject, however, to the approval of the Conservancy Court. If, however, any person

or persons object thereto, then such person or persons may within ten days from the adoption of said Plan file their objections in writing, specifying the features of the Plan to which they object, in the original case establishing the District, in the office of the Clerk of said Court, and he shall fix the date for the hearing thereof before the Court not less than 20 days nor more than 30 days after the time fixed for filing objections, at which time the judges, sitting as the Court provided for in Section 6 of said Conservancy Act, shall hear all objections and adopt, reject or refer back said Plan to said Board, all as provided by Section 12 of said Conservancy Act. When the said Court shall have adopted said Plan as has been approved by the Chief of the Corps of Engineers as the Official Plan of the said Conservancy District, then a certified copy of the Journal of said Court shall be filed with the Secretary of the Board and by him incorporated into the records of said Conservancy District. The Official Plan may be altered in detail from time to time (until the assessment roll provided for in said Conservancy Act is filed) in such manner as may be approved by the Chief of the Corps of Engineers. But after the assessment roll has been filed in Court, no alterations of the Official Plan shall be made except as provided by Section 37 of said Conservancy Act and only if approved by said Chief. When said Court shall have adopted the Plan so approved and there has been compliance with the provisions of Section 12 of said Conservancy Act, the Conservancy District will furnish the Government with a certified copy of the order of said Court evidencing such approval, and such order shall also confirm the execution of this Agreement by the Conservancy District.

PART III

Miscellaneous Provisions.

1. The Government shall be under no obligation under any provision of this Agreement if the Conservancy District in the judgment of the Administrator shall fail to perform promptly and with all practicable dispatch any and all of the duties and obligations required by this Agreement on its part to be performed, including the authorization and the issuance of the warrants and bonds.

2. Representations and Warranties. The Conservancy District represents as follows:

(a) Authorization. All necessary authorizations, permits, licenses and approvals from Federal, State, county, municipal or other authorities in connection with the Project and Official Plan and the Warrants and bonds referred to herein have been or will be obtained.

(b) Litigations. No litigations or other proceedings are

now pending or threatened which might adversely affect the warrants, the bonds, the preparations or the Project and Official Plan and its construction and operation, or the financial conditions of the Conservancy District.

(c) The character of the assets and the financial condition of the Conservancy District are as favorable as the date of the said District's most recent financial statement furnished to the Government as a part of the application, and there have been no changes in the character of its assets or in its financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the borrower's affairs.

(d) No fee or commission has or will be paid by the Conservancy District or any of its officers, employees, agents or representatives, and no agreement to pay a fee or commission has been or will be entered into by or on behalf of the Conservancy District or any of its officers, employees, agents or representatives in order to secure the execution of this agreement.

(e) Every statement contained in this agreement, in the Board's application and in any supplement thereto or amendment thereof, and in any other document submitted or to be submitted to the Government by or on behalf of the District is, or when so submitted will be correct and complete and no relevant fact materially affecting the warrants, bonds, Project and Official Plan or the obligations of the Conservancy District under this agreement has been or will be omitted therefrom.

(f) Indemnification. The borrower will indemnify the Government against any loss or liability incurred by reason or any inaccuracies or incompleteness in any representation contained herein. In the event that there shall be any such inaccuracy or incompleteness, the Government shall be entitled (in addition to the above right of indemnification and any other right or remedy) to return any or all of the warrants to the Conservancy District and recover any advance made and evidenced by such warrant.

(g) Expenses. The Conservancy District will pay all costs, charges and expenses incident to compliance with all the duties and obligations of the District under this agreement, including, without limiting the generality of the foregoing, the cost of preparing, delivering and executing said warrants and bonds and obtaining all legal opinions requested by the Counsel for the Government.

(h) Supplemental Documents. The Conservancy District will furnish to the Government such supplemental documents as counsel for the government may request in connection with the Project and Official Plan, the warrants, the bonds, or the obligations of the Conservancy District

under this agreement.

(i) Waiver. Any provision of this agreement may be waived or amended with the consent of the Conservancy District and the written approval of the Chief of Engineers and Counsel for the Government without the execution of new or supplemental agreements, if, in the opinion of Counsel for the Government, which shall be conclusive, such waiver or amendment does not substantially vary the terms of this agreement. No waiver by the Government of any such provision shall constitute a waiver thereof as applied to any subsequent obligation of the Conservancy District or of the Government under this agreement.

3. Interest of member of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this agreement or to any benefit to arise thereupon.

4. Validation. The District hereby covenants that it will institute, prosecute and carry to completion in so far as it may within its power any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable, to empower the Conservancy District to issue the warrants and bonds and to remedy any defects, illegalities and irregularities in the proceedings of the borrower relative to issuance of such warrants and bonds and to validate the warrants after the issue thereof to the Government if in the opinion of Counsel for the Government such action may be deemed necessary, appropriate or advisable.

This agreement shall be binding upon the parties hereto when a copy thereof duly executed by the Conservancy District and the Government shall have been received by the said District. This agreement shall be governed by and be construed in accordance with the laws of the State of Ohio. This agreement shall be binding upon and inure to the benefit of the parties hereto and the successors of the Conservancy District, provided, however, that no rights of the Conservancy District hereunder shall be assignable except with the prior written consent of the Government.

Promotion of National Recovery. The Conservancy District covenants to discharge faithfully and with all practicable dispatch the duties and obligations imposed upon it by this agreement, it being the purpose of this agreement to enable the said District to secure the benefits of the Act approved June 16, 1933, foster employment, promote the public welfare and thereby assist in the recovery program of the President of the United States.

IN WITNESS WHEREOF, the Muskingum Watershed Conservancy District and the UNITED STATES OF AMERICA have respectively caused this agreement to be duly executed as of the day and year first above written.

MUSKINGUM WATERSHED CONSERVANCY DISTRICT.

BY W. O. LITTICK

T. J. HALEY

SEAL

ATTEST NEWTON MANSFIELD
Board of Directors.

BRYCE C. BROWNING
Secretary

UNITED STATES OF AMERICA,

BY HAROLD L. ICKES
Federal Emergency Administrator of
Public Works.