

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON THE  
24TH DAY OF FEBRUARY, 1949, AT 9:30 A.M.

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The call of the roll disclosed the presence or absence of  
Directors as follows:

PRESENT

Joe B. Hogsett  
Houston Hill  
Dan H. Priest  
W. L. Pier

ABSENT

Gaylord J. Stone

Also present were Sidney L. Samuels, General Attorney, and C. L.  
McNair, General Manager.

Director Hogsett acted in his capacity as President, and  
Director Priest acted in his capacity as Secretary, whereupon pro-  
ceedings were had and done as follows:

1.

The Directors had previously received copies of a Meeting  
held on February 23, 1949, at 1:30 P.M. Having found no objections  
thereto, it was ordered that they be approved, signed and placed of  
record.

2.

Inasmuch as this meeting was particularly held to consider  
ways and means for reclaiming from the Federal Government the tract  
of land belonging to the District, the use of which was granted to  
the Naval Department of the United States Government during the  
period of the war between the United States on the one hand, and  
Germany and Japan on the other, and inasmuch as the Board was to  
confer regarding such matter with certain Naval Officials from the

Eighth Naval District at New Orleans, Louisiana, who had previously communicated with the Board for the purpose of meeting the Board in conference on that subject, and inasmuch as the Naval Officials so to meet the Board had been detained enroute to Fort Worth because of weather conditions, the meeting was recessed from this hour (9:30 a.m.) to 12:00 noon of this day, to enable such officials from New Orleans to be present. It was, therefore, ordered that this meeting be suspended and that the session be resumed at 12:00 o'clock Noon this date. All members voting "aye" thereon.

3.

At 12:00 o'clock Noon, the Board reassembled at its office, and then and there were presented to the Board the following officers of the Eighth Naval District of New Orleans, who were to meet the Board in accordance with a prior understanding hereinabove mentioned. Accordingly, there came before the Board the following gentlemen, representing the Naval Department of the United States, as follows, to-wit: Captain W. B. Howard, District Public Works Officer, of the Eighth Naval District, New Orleans, Louisiana; Captain W. S. Harris, from the same District; Lieutenant Commander R. B. Choate from the same Naval District; and Mr. H. L. Heflin, Real Estate Appraiser from the same Naval District. There also appeared before the Board Lieutenant Colonel John F. B. Lyons, Cav. Texas National Guard, Assistant Director, Eagle Mountain Lake, Newark, Texas. After the presentation of the Naval Officers had taken place, the proceedings were begun by a statement, or recitation, by the President of this District, wherein the President related the surrounding circumstances under which the grant (so called in the proceedings in the United States District Court at Fort Worth in Cause 432 Civil on the Docket

of the Court) was made by this District on the 9th day of July, 1943, for the use of the Tract No. 16, to the Naval Department of the Federal Government for and during the period of the war. The President further recited that in keeping with the understanding between the District and the representatives of the United States Government when negotiations were initially begun by the Federal Government for the use of said premises, such tract, when the war had ceased, should be surrendered to the District and the District re-invested with the full possession of said tract and the unclouded ownership thereof.

Having made this prefatory recital, Captain Howard, as the spokesman for the visiting delegation from the Eighth Naval District, was invited to state what the Federal Government proposed to do in respect to surrendering back to the District the use, the possession and the full ownership of all said premises. Captain Howard was also reminded of the fact that orders had issued from the Naval Department of the Government, under which the property was to be restored to the District and that in such orders it was sought to have this District lease to the Federal Government so much of said tract as would enable the Federal Government to retain the improvements placed thereon by the Federal Government and sufficient of such lands upon which said improvements existed to give to the Federal Government ingress to and egress from such property. Captain Howard and his assistants were also reminded that at the express request of the Naval Authorities, a lease in writing had been drawn up in which the District was Lessor and the Federal Government was Lessee, which lease contract bearing the

signature of the District, was then transmitted in March of 1948 to the Eighth Naval District in New Orleans, which in turn was to be transmitted by the officers of such naval district to the Washington authorities. Continuing, the President also called to the attention of Captain Howard and his associates, that no acknowledgment had been made by the Washington Authorities on the receipt of the lease, nor any objections were interposed thereto by such authorities, but the District was treated with entire silence on the part of the Naval Department; and, under the circumstances, the Board of Directors entertained the feeling that it had been flouted by Washington, and, meanwhile, the property had been held by the Government notwithstanding the fact that the war had long since ceased to exist.

In reply Captain Howard sought to excuse the action, or rather, the inaction, of the Federal Authorities by stating that legal objections had been offered in Washington to the signature on the part of the Government to the proposed lease, and that this, doubtless, accounted for the utter failure of the Federal Government to answer or to make comment concerning the receipt of the lease or the contents thereof. Moreover, it was the contention of Captain Howard, speaking for his superiors of the Naval Department of the Government, that the release of such property from the use of the Government was dependent entirely on the will of the Secretary of the Navy, and that as yet the Secretary of the Navy had not signified that the Government was willing to release the property to the District, and therefore, there was wanting the acquiescence, or rather the action of the Secretary of the Navy, before the District could claim that legally the Government was under obligation to surrender the premises to the District.

At this juncture, the President of the Board, and the Directors, thereof, inquired of the General Counsel, Sidney L. Samuels, as to the legal phases of that situation, and the said Sidney L. Samuels, gave it as his opinion that if any such provision existed in the court's Decree, it would amount to a confiscation of the District's property, because, under such a claim, all right of repossession of the tract by the District could be withheld forever, and that the return of the property to the District would depend upon the state of mind, or the arbitrary exercise of power by the Secretary of the Navy; that such claim of power was forbidden under the Federal Constitution.

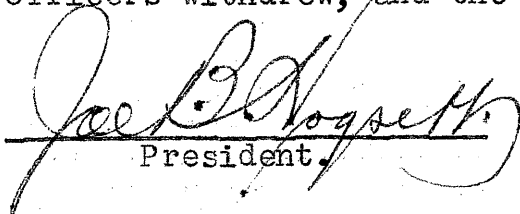
Discussion then ensued between Captain Howard and his assistants before the members of the Board, and during the progress of this discussion, Captain Howard was once again reminded that when the Federal Government took possession of the property it, the Federal Government, destroyed, moved away and appropriated improvements on the premises of the District without making compensation of any kind whatsoever to the District, and that the District, under the circumstances, properly conceived itself to be injured and mistreated.

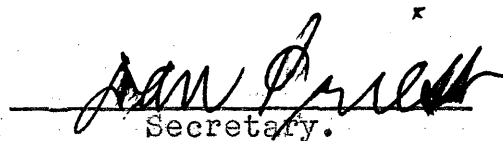
Counsel for the District at this point, inquired of Captain Howard if his position closed the door to further negotiations, and if the position taken by the Federal Government was irrevocable. Captain Howard answered in the negative, that is to say, that negotiations were not closed, but on the other hand, inasmuch, as a proposition of lease had been submitted to the Federal Government in March, 1948, and the Government was not willing to accept the lease as drawn; the he, Captain Howard, would suggest

that the District make a counter proposition, and that this counter proposition should be confined only to that part of the property in question on which the Federal Government had erected improvements embracing approximately 180 acres of land, and that the District treat of this segregation of the property from the entire tract and indicate to the Government in a written memorandum what ground rent the District would charge the Federal Government for the use of that part of the premises above mentioned; and the other part to be unconditionally restored to the District, and that such an arrangement should embrace the idea of a rental period of approximately twenty (20) years, and in the memorandum to the Government, that mention be made of the improvements belonging to the District which had been appropriated, or which had been destroyed by the Federal Government without compensation to the District, and the amount of value of the improvements thus appropriated or destroyed. It was further suggested by Captain Howard, that if such accommodation should be reached between the District and the Federal Government, that the property be surrendered to the District, by which was meant, the entire tract No. 16, so originally allowed to the Government for its use, accompanied as hereinabove specified for an arrangement for the use of 180 acres thereof, and that at the end of the new leasehold period, or ground rent period, that the improvements put upon the premises by the Federal Government be treated as non-existent.

It was then agreed that the District would prepare a memorandum setting out the terms upon which the District would consider the question of allowing the Government to use the approx-

imately 180 acres; the conditions under which such use might be permitted, and the payment of the ground rental therefor, and that when such memorandum had been duly prepared, in which the District would entertain such an arrangement, it would be forwarded to the Eighth Naval District in New Orleans, Louisiana, and such Naval District to forward such memorandum to the Federal Government in Washington for consideration. Thereupon the officers withdrew, and the meeting adjourned.

  
President.

  
Secretary.