

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 30TH DAY OF MAY, 1952, AT 1:30 P.M.

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

PRESENT.

Joe B. Hogsett
Houston Hill
Dan H. Priest
W. L. Pier
A.T. Seymour, Jr.

Also present were Sidney L. Samuels, General Counsel, C. L. McNair, General Manager of the District, Marvin C. Nichols, of the Engineering Firm of Freese and Nichols, Consulting Engineers of the District, Mr. J. D. Craft, and his attorney, Honorable John W. Moore, both of Jacksboro, Texas.

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

1.

Mr. Hogsett, in calling the meeting to order, and in placing before the Board of Directors the matters to be disposed of and the business to be transacted at this meeting, emphasized the fact that the principal subject to be considered and concluded and the one of primary importance, consisted in the bid of J. D. Craft of Jacksboro, Texas, for the purchase of what is generally known as the Rominger Ranch Property, situated in Wise County, Texas, the property of the District, concerning which, bids had been invited by the District and which bids had theretofore been submitted, opened and considered

at the meeting on May 26, 1952. At such meeting on May 26th, above mentioned, it appeared from examination of the bids so submitted by the various bidders, that the highest bid that had been offered was that of Mr. J.D. Craft of Jacksboro, Texas, but that the award of the bid was deferred to a further meeting to determine the question of the mineral interest of the property, which should be passed to Mr. Craft, as the apparent highest bidder, and the terms and conditions on which such mineral interests should be vested in him, the said J.D. Craft, the bidder for the property.

Attention of the Board was then directed in the consideration of the various questions in connection with the bid to the terms of the advertisement that had been published in the Fort Worth Star-Telegram and in the Fort Worth Press, notifying the public of the intent on the part of the District to sell such property and outlining some of the terms upon which, in the event of sale, the conveyance would be made to the successful bidder. This advertisement appeared in the morning and evening editions of the Fort Worth Star-Telegram on Friday, May 9, 1952, and Friday, May 16, 1952, and in the Fort Worth Press, which is an afternoon newspaper, on the afternoon of May 9, 1952, and on the afternoon of May 16, 1952, a copy of which said advertisement is attached hereto in folio and made a part of these minutes. Said lands so to be sold consist approximately of 4485.20 acres, located about fifty miles northwest of Fort Worth, about one and one-half miles south of Bridgeport Lake Dam, which lands so offered for sale were divided into two tracts of approximately equal acreage, designated as East Side and West Side; that of the East Side was again divided into two tracts comprising 2223.77 acres. Each

bidder was permitted to bid on one or both tracts, East and West, and were advised in the advertisement that the District planned to retain either one-half or the whole of the minerals underlying the lands to be sold and bidders were required, in stating the amounts of their respective bids, to set out whether the bid was based upon retention by the District of one-half of the minerals or all the minerals in place and that bidders should take notice that conveyance of the lands would be made subject to flood and water easements thereon, and conditions that would enable the District to drill for oil or gas or to contract therefor or to execute leases thereon with appropriate royalties to be paid to the District. The advertisement contained other recitations concerning the amount of cash to be paid and the amount of deferred purchase money notes, and the length of time of the maturities thereof.

The President then stated that the bids having been opened and read at the appointed time (May 26, 1952), as appears in the minutes of such meeting, the bid of J. D. Craft of Jacksboro, Texas, was in substance as follows:

For Tract No. 1, West Side, consisting of 2261.43 acres, Mr. Craft submitted a bid of \$100,294.42; for tracts Nos. 2 and 3, East Side, consisting of approximately 2223.77 acres, Mr. Craft submitted a bid of \$147,547.14; but ^{for} the entire acreage, consisting of Tracts Nos. 1, 2 and 3, consisting of approximately 4485.20 acres, he submitted a bid of \$258,405.00. The foregoing bids so submitted by Mr. Craft were based upon a retention by the District of an undivided one-half of the mineral estate underling the tracts aforesaid, and the

conveyance by the District to Mr. Craft of one-half of such mineral properties. There were alternate bids of Mr. Craft, which were based upon the right of the said J. D. Craft to lease the entire mineral estate--that conveyed to him and that retained by the District subject to a royalty of not less than 1/8th of oil and gas produced therefrom, the District to enjoy one-half the royalties and one-half the delay rentals and bonuses therefrom. In the discussion that followed between Mr. Craft on the one hand, and the Board of Directors on the other, such alternate proposals were withdrawn by Mr. Craft in view of the refusal of the District to entertain the same, and the bid of \$258,405.00 for the entire acreage with one-half the mineral property was alone considered.

Then, further discussion ensued on the bid for the entire property for \$258,405.00, with the conveyance to Mr. Craft of an undivided one-half of the mineral estate and the retention of the District of the other undivided one-half of such mineral estate. Following this, the question arose for general debate among the members of the Board as to whether or not the advertisement of intent to sell, which stipulated for certain leasing rights on the part of the District, would enable the District in the event of the conveyance of the lands to Mr. Craft on his bid, together with the undivided mineral estate, to authorize Mr. Craft to execute leases in his own name and in his own behalf to such undivided one-half of such mineral properties so conveyed to him.

The advice of the Counsel of the District, Sidney L. Samuels, was sought on the question whether it was permissible under the

terms of the advertisement to grant Mr. Craft, and his assigns, the authority to enter into leases for oil and gas as to the undivided one-half of mineral properties to be conveyed to him by the District. In response to this question, Mr. Samuels stated, that in the first place the advertisement considered from the viewpoint of the purpose for which it was published, related to the plan or intent of the District to make the sale, and that inasmuch as the District had the authority to reject any or all bids, such advertisement would not be a restriction upon its right to grant such authority to lease to Mr. Craft, as to his undivided one-half of the mineral property. Moreover, Mr. Samuels added, that while it was true that expressions were employed in the advertisement as to the right of the District to contract for the drilling of oil and gas, that such expression related purely to that part of the mineral estate retained by the District, which did not pass under the conveyance to Mr. Craft. It might be otherwise, Mr. Samuels observed, if the language in the advertisement had stated that such right to drill for oil and gas on the part of the District embraced the entire mineral estate, but that certainly in the absence of such broad expressions, it must be presumed that the right to drill for oil and gas on the part of the District should be confined to its own property and not that of the purchaser.

At this stage, after some further discussion between and among the Directors, it was agreed to accept the interpretation placed upon the language by Mr. Samuels, and this being agreeable to Mr. Craft, the proposed purchaser, and Mr. Craft having announced that he would accept a conveyance of an undivided one-half of the

mineral estate, which would be confined, insofar as leasing privileges were concerned, to the undivided one-half that he was to receive from the District, it was found that Mr. Craft and the Board were in accord on this proposition.

Then following the way in which the purchase money for the property should be arranged, that is to say, of the total bid of \$258,405.00, the amount which should be paid in cash, the amount in deferred purchase money notes, the rate of interest on such notes, the terms of payment and other details of the transaction.

Thereupon, Mr. Craft proposed to pay \$158,405.00 in cash and that the remainder of the purchase money amounting to \$100,000.00 be divided into twenty (20) promissory vendor's lien notes, each in the principal amount of \$5,000.00, payable on or before, in one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, and twenty years from the date thereof and bearing interest from date at the rate of 4% per annum, payable annually on the entire amount then owing and unpaid; further providing that at the election of the District, the payee in said notes, upon failure to pay any one note for a period of ten days after same matured shall give the District, or the holder of said note, the option to mature the entire indebtedness then owing and unpaid, which said notes should be secured by vendor's lien on the property so conveyed to Mr. Craft, and also by a Deed of Trust, as cumulative security, in which C. L. McNair was to be named as Trustee, said notes were to be dated as of the date possession is granted.

It was further agreed that possession of such property should be given to the purchaser, Mr. J. D. Craft, on or about the first day of July, 1952, or as soon thereafter as practicable, but not to exceed fifteen days from July 1, 1952, and that meanwhile he should be supplied with an abstract of title brought down to date for the examination of such title by attorneys of his selection, and that twenty-five days should be allowed for examination of same; and that in the event valid objections should be assigned to the title, that the District should have reasonable time in which to correct the same, and that a copy of such objections, in case same be made, should be supplied to the District or to its attorney, Sidney L. Samuels, in Fort Worth, Texas, within a period of three days after the opinion of title shall have been prepared by the attorney for Mr. Craft.

It was further agreed and stipulated that water and flood easements should be retained by the District upon property to be conveyed and that the same should be recited in the deed of conveyance from the District to Mr. Craft.

It was further agreed that the transaction between the parties should be completed, as far as practicable, at some time prior to the date possession of property is yielded to Mr. Craft, unless the date therefor should be extended by mutual consent by the parties.

It was further agreed that Mr. Craft at such times or occasions when the waters in Lake Bridgeport should spread to a point where the boundaries of the Grantee, J. D. Craft, should be exposed, then the said J. D. Craft should have the right to build temporary fences in a westerly direction along the north line of

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the G.W.Roper Survey and also in an easterly direction along the north line of the Levi Howard Survey, where the boundaries of the Craft land extend, that this fencing is granted to enable Mr. Craft to confine his livestock within his boundaries.

After the foregoing discussion and exchange of viewpoint between the Board of Directors on the one hand, and Mr. J.D. Craft, the bidder, on the other, and other details had been worked out as above set forth, the following resolution was offered and proposed by Director Hill, and duly seconded by Director Pier:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE: That following the consideration of bids in response to the advertisement of the intent on the part of the District to sell the property in Wise County, generally known as "Rominger Ranch" property, (more particularly described by metes and bounds in the writing attached in folio to this resolution and made a part hereof), and it having been found by the Board in canvassing the various propositions submitted for the purchase of said properties that the bid offered by J. D. Craft of Jacksboro, Texas, represented, in the judgment of the Board, the highest and best bid for said properties consisting of 4485.20 acres of land, with retention by the District of an undivided one-half of the mineral

estate consisting of oil and gas in place, underlying said lands and the conveyance to the said J. D. Craft of the other equal undivided one-half of minerals consisting of oil and gas in place, underlying said lands, and

WHEREAS, the said J. D. Craft offered to pay to the said District the amount of \$258,405.00 as the price therefor, of which amount \$158,405.00 should be paid in cash, when the transaction was consummated and the remainder of the purchase money amounting to \$100,000.00 should be represented and embodied in the twenty separate vendor's lien promissory notes of the said J. D. Craft, bearing date as of July 1, 1952; each of said notes in the principal sum of \$5,000.00, with interest thereon at the rate of 4% per annum, payable annually at the office of the District in Fort Worth, Texas, said notes maturing on or before one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty years, and providing for 10% attorneys fees, in the event of default of any one of said obligations and in the event said notes should be placed in the hands of an attorney for collection, and further providing that in the event default should be made

in the payment of any one of said notes, where default has continued for a period of ten days following the maturity thereof, that the holder of said notes should have the option to mature the entire indebtedness, which said notes should be secured by an express vendor's lien in the deed of conveyance to the lands and mineral content and further secured by deed of trust of even date with said notes, in which C. L. McNair should be named as Trustee therein. Further providing that the conveyance by the District to the said J.D. Craft should be made by Deed of General Warranty, and signed and executed by the President, or in his absence by the Vice-President, and attested by Mr. Dan H. Priest, the Secretary of the District, with the seal of the District impressed thereon, and duly acknowledged as required by law; said deed should also contain in its recitations the retention of easements by the District because of flood and water that might extend over said lands or any part thereof from any cause whatsoever or by reason of flood or freshet, or from the waters issuing from Lake Bridgeport."

The foregoing resolution having been discussed by the Board of Directors, and each and all the Directors having signified their approval of same, thereupon, the President, Mr. Joe B. Hogsett, submitted such resolution to the Board and each and every member of the Board voted "aye" thereon, with no negative vote from any member of the Board.

Thereupon, Mr. Hogsett, as President, declared the resolution as having been carried and adopted, and directed the legal counsel of the District to give all the matters involved in the transaction his professional attention.

2.

On motion of Director Seymour, seconded by Director Pier, it was ordered that the respective checks which had accompanied the bids of other bidders for the purchase of the property, should be returned to each of them by the Office Manager, Ed B. Cheatham, and that the check transmitted by Mr. Craft in the sum of \$13,000. be credited on his bid. The motion having been submitted by the President, each and all of the Directors voted "aye" thereon and it was adopted.

3.

The Board of Directors next considered the communication from the Engineering Firm of Freese and Nichols, by and through Mr. Joe B. Mapes, a member of their staff, relating to minimum wage rate schedules. This communication submitted the wage rate schedule for the Marine Creek Sewer, (sometimes generally known as Packing Plant Sewer) and the relocation of Main 51, that the schedule is one and the same as was adopted for the East First Street Water Line with the exception that the rate for "Pipe Layer (Clay or Concrete)" has been changed from \$1.20 to \$1.25 per hour, and that these rates are in agreement with the latest City of Fort Worth wage-rate schedule for that type of work. The communication further stated that the wage-rate schedule for the

proposed Northeast Twelfth Street Bridge is the same as was adopted for the East Fourth Street Bridge, and it is also in agreement with the latest City of Fort Worth wage-rate schedules for this type of work. Attached to this communication was the scale of wage rates with the specification and the minimum hourly rate set forth therein. The letter and the exhibits attached thereto are made a part of these minutes, as if incorporated herein. On motion of Director Priest, seconded by Director Seymour, the wage rate schedule so recommended by the District's Engineers was adopted, all Directors voting "aye" thereon.

4.

On motion of Director Seymour, seconded by Director Hill, Mr. Marvin C. Nichols, of the Engineering Firm of Freese and Nichols, was authorized to negotiate on behalf of the District with Bruce Construction Company on a contract for Marine Creek Sewer and Main 51 Sewer, and report on the result of his negotiations to the Board. The motion was unanimously carried, all the Directors voting "aye" thereon, and Mr. Nichols so empowered to enter into such negotiations.

5.

Mr. McNair presented the proposal of Mr. J. J. Gray, 1411 Oak Knoll, Fort Worth, Texas, to lease certain lands of the District, which he recommended for approval as follows:

Tract No. 320, consisting of 60.00 acres purchased from J.A. Culver by this District, said lease is to extend over a period of time beginning June 1, 1952, to December 31, 1956, inclusive.

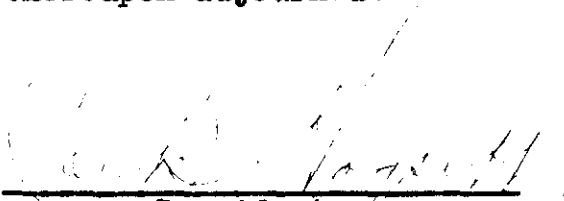
Mr.Gray, the Lessee, is to fence south line of this parcel of land at his own expense, furnishing all materials and labor necessary without claim for reimbursement therefor from the District.

The rental on the lease for the period from June 1, 1952, to December 31, 1952, shall be \$291.55, payable in advance and that the rental thereafter shall be \$500.00, payable each year in advance.

Upon consideration of this proposal, Director Priest moved, seconded by Director Hill, that the said proposal be approved and closed in the usual manner, subject to the payment of the agreed rentals and execution of written contract in the form required by the District. It was so ordered.

6.

There being no further business before the Board, the meeting thereupon adjourned.



President.



Secretary.

To be attached to Minutes of May 30, 1952,
at 1:30 P.M.

NOTICE OF INTENTION TO SELL RANCH
IN WISE COUNTY, TEXAS.

Tarrant County Water Control and Improvement District No. One, with its office at 502 Danciger Building, Fort Worth, Texas, intends to sell approximately 4,500 acres of ranch land in Wise County, Texas, located about 50 miles northwest of Fort Worth, about 1-1/2 miles south of Bridgeport Lake Dam, forming margins to said Lake, which tracts are part of what is commonly known as "Rominger Ranch".

Sealed bids in writing, signed by prospective purchasers, will be received at the above offices of the District up to 3:00 o'clock P. M. May 23rd, 1952. The lands so offered for sale are to be divided into two tracts of approximately equal acreage, and bidders therefor may propose to purchase one or both tracts, stating in such bid the offer for one tract, and also the offer for both such tracts.

Bidders are notified that the District plans to retain either one-half or the whole of the minerals underlying the lands under both tracts, and therefore in stating their bids they will name the amount of the bid in case one-half of the minerals are retained, and amount of bid in case all the minerals are retained by the District. It is to be understood that the conveyance of the lands, whether one or both tracts, will be made subject to flood and water easements thereon, and that conditions will be annexed that will enable the District to drill for oil or gas, or to contract therefor, or to execute leases thereon with appropriate royalties to be paid to District.

Each bid or proposal of purchase shall be accompanied by certified check or cashier's check, payable to the order of the District for 5% of the amount of each such bid, and in the event of acceptance of any such bid the proceeds of such check or checks will be applied as credit on the purchase price. In the event of the rejection of any bid the check accompanying the same will be returned to the bidder.

Each bidder shall state what amount of cash he proposes to pay, and the amount of deferred purchase money notes, and the length of time thereof to maturity. The rate of interest on such note will be prescribed by the District. Specific description of the land proposed to be sold, and other and further particulars concerning the same may be had by applying to C. L. McNair, General Manager of Tarrant County Water Control and Improvement District No. One, 502 Danciger Building, Fort Worth, 2, Texas

All bids or proposals so received shall be publicly opened and read aloud by the Directors in the offices of the District at 2:00 P. M. Monday, May 26th, 1952, or as soon thereafter as practicable.

The District reserves the right to reject any or all such bids or proposals of purchase.

Sealed bids shall be addressed to the District and marked "Bid on Rominger Ranch Property."

JOE B. HOGSETT, PRESIDENT,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.
502 Danciger Building,
Fort Worth, 2, Texas.

FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 DANCIGER BUILDING
TELEPHONE ED-8431
FORT WORTH, TEXAS

May 30, 1952

Exhibit to Minutes of
May 30, 1952. at 1:30 P.M.

Board of Directors
Tarrant County Water Control
and Improvement District No. 1
502 Danciger Building
Fort Worth, Texas

Re: Minimum Wage Rate Schedules

Gentlemen:

We are enclosing herewith two wage rate schedules for your review and approval.

The wage rate schedule for the Packing Plant Sewer and the Relocation of Main 51 is the same as the one which was adopted for the East First Street Water Line with the exception that the rate for "Pipe Layer (Clay or Concrete)" has been changed from \$1.20 to \$1.25 per hour. The rates listed are also in agreement with the latest City of Fort Worth wage rate schedule for that type of work.

The wage rate schedule for the proposed Northeast Twelfth Street Bridge is the same as was adopted for the East Fourth Street Bridge, and is in agreement with the latest City of Fort Worth minimum wage rate schedule for this type of work.

Yours very truly,

FREESE AND NICHOLS

By 
Joe B. Mapes

JBM/he

Enclosure

PACKING PLANT SEWER - RELOCATE MAIN 51

WAGE RATES

There shall be paid to workers on the project not less than the wage rates listed below:

<u>Classification</u>	<u>Minimum Hourly Rate</u>
Air Tool Operator	\$ 1.25
Bulldozer Operator	1.75
Cableway Operator	1.75
Carpenter (Rough)	1.15
Carpenter	1.75
Concrete Finisher	1.625
Crane Operator	1.75
Dragline Operator	1.75
Hoist Operator (two drum)	1.75
Iron Worker (Rodman)	1.875
Iron Worker (Structural Steel)	2.00
Laborer	1.00
Mixer Operator	1.75
Mechanic	1.50
Motor Patrol Operator	1.75
Oiler	1.35
Painter (Brush)	1.75
Painter (Stage Spray)	2.00
Pile Driver Operator	1.75
Roller Operator	1.50
Scraper Operator (7 C.Y. & Under)	1.625
Truck Driver (less than 1½ Tons)	1.15
Truck Driver (Over 1½ Tons)	1.25
Welder	1.75
Pipe Layer (Clay or Concrete)	1.25
Joint Worker	1.25
Kettleman	1.25
Pipe Layer (Cast Iron)	1.25

For time worked in excess of forty (40) hours per week, one and one-half times the base rate shall be paid.

The above are minimum rates. Bidders shall base their bids on rates they expect to pay if in excess of those listed. The Tarrant County Water Control and Improvement District No. 1 will not consider claims for extra payment to the Contractor on account of payment of wages higher than above specified.

N. E. 12th STREET BRIDGE

WAGE RATES

There shall be paid to workers on the project not less than the wage rates listed below:

<u>Classification</u>	<u>Minimum Hourly Rate</u>
Air Tool Operator	\$ 1.25
Bulldozer Operator	1.75
Cableway Operator	1.75
Carpenter (Rough)	1.15
Carpenter	1.75
Concrete Finisher	1.625
Crane Operator	1.75
Cragline Operator	1.75
Hoist Operator (two drum)	1.75
Iron Worker (Rodman)	1.875
Iron Worker (Structural Steel)	2.00
Laborer	1.00
Mixer Operator	1.75
Mechanic	1.50
Motor Patrol Operator	1.75
Oiler	1.35
Painter (Brush)	1.75
Painter (Stage Spray)	2.00
Pile Driver Operator	1.75
Roller Operator	1.50
Scraper Operator (7 C.Y. & Under)	1.625
Truck Driver (less than 1½ tons)	1.15
Truck Driver (over 1½ tons)	1.25
Welder	1.75

For time worked in excess of forty (40) hours per week, one and one-half times the base rate shall be paid.

The above are minimum rates. Bidders shall base their bids on rates they expect to pay if in excess of those listed. The Tarrant County Water Control and Improvement District No. 1 will not consider claims for extra payment to the Contractor on account of payment of wages higher than above specified.