

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE AT FORT WORTH, TEXAS, ON
THE 30TH DAY OF JULY, 1954, AT 1:30 P. M.

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

PRESENT

Joe B. Hogsett
Houston Hill
W. L. Pier
A. T. Seymour, Jr.
Lacy Boggess

Also present were Messrs. Sidney L. Samuels, General Counsel of
the District; C. L. McNair, General Manager of the District; Ben
F. Hickey, Land Agent and Office Manager of the District and Marvin
C. Nichols of the firm of Freese and Nichols, Consulting Engineers
for the District.

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

1.

The Directors had previously received copies of the
minutes of meetings held May 21, 1954, June 29, 1954 and July 13,
1954 at 1:30 P.M., in the District Office, Fort Worth, Texas, and
having found no objections thereto, it was ordered that they be
approved, signed and placed on record.

2.

On motion of Director Seymour, seconded by Director Hill,
Voucher-checks #5517 to #5582, inclusive, were approved, having

theretofore received the approval and verification of Mr. J. M. Williams, County Auditor, who by virtue of the Statutes is the Auditor of this District as well. All the Directors present voted aye thereon.

3.

Mr. Bert Walker appeared before the Board in respect to a lease heretofore granted by the District to Mr. Oran Speer with respect to a rock and stone quarry covering 47.01 acres out of the Nicholas C. Butler Survey, Abstract No. 50, in Wise County, Texas, such lease was granted by the District under date of May 12, 1950 such instrument of lease is recorded in Volume 65, page 607 of the Lease Records of Wise County Texas. According to the presentation of the matter by Mr. Walker, Mr. Speer, the Lessee of the lease contract, proposed to assign said lease and all rights thereunder to Wesco Stone Corporation, a Delaware Corporation with right to do business in the state of Texas, saving and excepting to himself a limited overriding royalty or production payment of five (\$.05) cents per cubic yard of rock and stone mined or sold from said premises; Mr. Speer, through Mr. Walker, had requested the District, the Lessor in said Lease, to consent to said assignment and Mr. Walker in anticipation of the consent of the District had prepared a form of assignment of the lease to Wesco Stone Corporation to be approved by the Board of Directors of the District. After the form of the assignment had been read to the Board and the matter having been duly discussed by the Directors it was moved by Director Hill, seconded by Director Boggess that the assignment of the lease be

allowed on the obligation of the assignee to perform all the agreements with the District which Mr. Speer, the Lessee, had agreed in writing to perform. The President submitted the motion to the Board and all the Directors voted aye thereon, and following this approval, the instrument of assignment was executed by the President and attested by the Secretary. A copy of the assignment of the lease is attached in folio to these minutes and made a part hereof. There is also attached to these minutes as a part of the transaction, the letter under date July 23, 1954 addressed to the District, executed by Mr. F. B. Walker, generally known as Bert Walker, concerning the transfer of the lease which is attached in folio and made a part hereof.

4.

Mr. Nichols presented a revised Contract between the District and the Frisco Railroad covering necessary Right-of-Way and payments to be made by the District to the Frisco for taking up and relaying switch tracks and all in connection with the Crawford Levee, a part of Program "B". Mr. Nichols explained that the revised Contract was identical with the Contract heretofore executed by the Board on or about February, 1954. Mr. Nichols further explained that it had been necessary for Mr. Scott, of Counsel for the District, to go to St. Louis and iron out with the General Counsel of the Frisco Railroad Company the easement with regard to the indemnification clause contained therein. Mr. Scott had informed Mr. Nichols and Mr. Samuels that it was his opinion the best Contract the District would be able to obtain from the Frisco. After discussion of the Board, Director Hill moved, seconded by Director Boggess that the

Contract which had been approved by the Frisco on the occasion of the trip to St. Louis by Mr. Scott, that the indemnification Contract be approved and that the President and Secretary be authorized to sign the Contract. All the Directors voted aye thereon and thereupon the Contract was duly executed by Director Hogsett as President and attested by Director Boggess as Secretary of the District.

5.

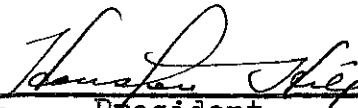
Mr. Nichols presented the matter of water line alterations in Brookside Addition made necessary by the construction of the Brookside Levee by the Army Engineers, this being a part of Program "B" of the District. Mr. Nichols stated by the construction of the Brookside Levee it would be necessary to alter 12" Water Main at Churchill, Isbell and Ohio Garden Road. Mr. Nichols pointed out that these were small jobs and he doubted that satisfactory bids could be offered by Contractors. In this belief, he had conducted negotiations with Mr. Uel Stephens, Director Water Department, City of Fort Worth, and it was the opinion of both Mr. Nichols and Mr. Stephens, that these alterations would be made by City forces with a lump sum payment of \$6,770.99 to be made to the City by the District upon completion of the work. Mr. Nichols requested that he be authorized to have this work performed by the City of Fort Worth for a lump sum payment of \$6,770.99 the amount above mentioned. After discussion of the matter by the Board, it was moved by Director Boggess, seconded by Director Seymour, that the recommendation Mr. Nichols had set forth in his letter to the Board dated July 29, 1954 be approved. All the Directors voted aye thereon and it was carried.

6.

Mr. Nichols, the Engineer of the District, advised the Directors that the Cold Springs Road Bridge had been completed under the John F. Buckner Contract and that the Bridge should be officially given to the City of Fort Worth and that a letter should be addressed on behalf of the Board of Directors to the City Government of Fort Worth, stating that the responsibility of operating and maintaining such bridge as part of a thoroughfare of the City of Fort Worth would lie with the City. Director Boggess moved and Director Hill seconded the motion, and the President having submitted such motion, it was duly carried. All the Directors voted aye thereon.

7.

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



acting President.



Secretary.