

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS
OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT
NUMBER ONE, HELD AT 10 o'CLOCK A.M. DECEMBER 7TH, 1927.

President A.L.Baker, presided. Present, Directors L.C.Abbott, W.H. Slay, H.M. Hightower and W.E. Bideker, who acted as Secretary. Also present Jno. B. Hawley, Engineer, Ireland Hampton, Attorney, and Ed B. Cheatham, Tax Assessor. At this meeting the following proceedings were had and done, viz:

(1) The minutes of meeting held on November 30th, 1927 were read, they were approved by the Board and were ordered adopted and entered of record..

(2) The Secretary thereupon read the resignation of Director H.M. Hightower, which had been filed with the Secretary on December 1st, 1927. That resignation is attached to these minutes, marked Exhibit "A", and is made a part hereof. Each of the Directors expressed to Mr. Hightower their appreciation of his earnest and untiring service during the past three years. All expressed regret that he had found it necessary to retire from the Board. Thereupon, it was moved by Director Slay that Mr. Hightower's resignation be accepted with regret, and that the office do be declared vacant. This motion was seconded by Director Abbott. Upon a vote the motion was carried and said office is hereby declared vacant.

(3) Thereupon, the President stated that under the present conditions he felt that there should be no loss of time in giving the Board the full five members provided for by

the Statutes. That this was necessary in order to make^{it}/at all times possible to procure a quorum by call, and also further desirable due to the many important matters that were being constantly presented. He, thereupon, stated that he was prepared to receive nominations for filling the vacancy, as is provided by Section 38, Chapter 25 of the Acts of the 39th Legislature. Thereupon ensued a discussion of various persons believed to be desirable as Directors for the District. It was the sense of the Board that Mr. W.R.Bennett, due to his knowledge of construction, and his recognized business ability would be desirable as a Director at this time. It was thereupon motioned by Director Slay, seconded by Director Bideker that W.R.Bennett do be by appointment of this Board made a Director of Tarrant County Water Control and Improvement District Number One, to fill the vacancy created by resignation of Director H.M. Hightower, such appointment to be for the unexpired term of Director Hightower. Further, Mr. W.R.Bennett to be notified of his appointment, and that he be requested to take the statutory oath of office, and file his official bond in accordance with the provisions of Sections 20 and 23 of Chapter 25. Upon vote said motion was unanimously carried and said W.R. Bennett is hereby made, constituted and appointed a Director of Tarrant County Water Control and Improvement District Number One, to serve until such time as a successor to Director H.M. Hightower has been duly elected and has qualified.

(4) Thereupon there were presented to the Board Option Contracts recommended for adoption by the Committee heretofore appointed. Form No. 1 was designed for the taking of options where the fee simple title is to be acquired. Form No. 2 is to be used where a water easement only would be required. Also the Escrow Agreement to be used with both forms. Said forms and Escrow Agreement are hereto attached as Exhibits "B" "C" and "D" and are made a part hereof. There was consideration of the forms, and also consideration of certain dates to be inserted in the forms at places left blank. This discussion related wholly to use of forms at the Bridgeport site. After discussion it was moved by Director Bideker as follows: That the payment of \$1.00 per option be authorized at the time each option contract is signed. That when 75% of the needed options have been procured and the District notified that they have been procured, that the District do hereby authorize payment of additional consideration for options up to \$2.00 per acre for all land to be taken in fee simple. Further that there be no attempt to at this time fix the additional amount to be paid as consideration for options to cover water easements only. This motion was seconded by Director Abbott, and was fully discussed, and upon a vote unanimously carried.

(5) Ireland Hampton thereupon brought to the attention of the Board the necessity to dispose of the suit for exclusion pending in the District Court of Tarrant County, Texas, in which W.W. Ross et al are plaintiffs. He stated that on December 5th, Mr. John Putman and

his Attorney, Mr. Alfred Eaton, had called to insist that this law suit should be disposed of in accordance with an agreement which Mr. Eaton stated he had made some time since with Mr. Baker, as President of the Board. Mr. Eaton stated that he did not have in his possession a copy of that agreement, but that he would procure it and present it. Mr. Hampton stated that he had been unable to find in the minutes or in the files any copy of such an agreement. That he was, therefore, not in a position to discuss the matter either with Mr. Eaton or with the Board. Directors Bideker and Day stated that they had recollection that President Baker and Mr. Samuels had been formally given authority by the Board to close an agreement with Mr. Eaton in behalf of his clients in that case, but that they had no knowledge of the actual closing or terms of any such agreement. After discussion it was the sense of the Board that when Mr. Eaton did produce the agreement that it should be strictly observed and this litigation settled in accordance with its terms. Thereupon Mr. Hampton stated that the District would be compelled to acquire such a large percentage of the land involved that there would remain very little to be disposed of, insofar as taxes might be concerned. That, however, if any such agreement did exist the land should have been excluded prior to August 26th, 1927, at which time a bond election was ordered. That, however, due to the small amount of tax to be derived from that portion of said land not necessary to be acquired the exclusion of it at this time could not materially affect the buyer of the bonds or the owners of other property located within the District. He suggested that instead of dis-

missing said suit the same should be set down for hearing, evidence introduced and exclusion, if any, should be made by the decree of the Court, which decree would be certified to the District and recorded in the office of the County Clerk of Tarrant County, as in other cases of exclusion. That this procedure was desirable, due to the ~~the cost of~~ fact that /publication of notice of exclusion, due to length of same would amount to several hundred dollars. Thereupon, the Board directed Mr. Hampton to seek the actual agreement, and to dispose of same as quickly as could be done.

(6) Thereupon Mr. Hampton related steps taken to arrange for election officers on January 10th, 1928, so that the names might be embraced in the order for election and published not later than December 16th, 1927. He further called attention to the fact that due to the City holding an election on the same day there were 33 of the polling places used on October 8th which could not be used in January, due to the fact that the City controlled many of these places and would themselves use them. He further explained that this perhaps made it necessary to find 33 new places for holding this election. After full discussion of the matter and upon suggestion of Mr. Hightower it was ordered by the Board that Mr. Ed S. Hall be employed to arrange these polling places, as he did in the October election. Further that he be employed to use and expense his own car at \$6.00 per day, which was the amount paid him for the October election. It was so ordered.

(7) Thereupon Secretary Bideker stated that up to

this time he and his daughter had been keeping the accounts for the District, which both she and he desired to turn over to some one else at this time provided it was the pleasure of the District. President Baker thereupon stated that Mr. Cheatham had been employed with the understanding that he, in addition to his other duties, would keep the accounts. It was thereupon ordered that Ed. B. Cheatham take over from Miss Bideker all books, vouchers, and accounts of the District; that he receipt her therefor, and that he do from this time forward be held accountable for the discharge of this work.

(8) Secretary Bideker stated that the blank vouchers from # 1001 to #1051 both inclusive were missing. That diligent search had been made for them, but that they could not be found. He further stated that it was probable that these vouchers were misplaced during the moving of the District office from the Courthouse. He further stated that voucher No. 1069 lacked the yellow duplicate slip, which made it necessary to disregard that number. He, therefore, moved that voucher numbers #1069, and #1001 to 1051 both inclusive, do be vacated and omitted in the sequence of vouchers for the District. Further that advice to this effect do be given to the District depository. This motion was seconded by Director Abbott, and motion was unanimously carried and it is so ordered.

(9) The President thereupon called for the presentation of all accounts owing by the District for the month of November and the first seven days of December. Accounts and vouchers for same were thereupon produced by the Secretary. They are in words and figures as follows, viz:

Samuel Hand - to river gauging for November 1927	\$ 10.00
C.R. Crouch - " " " " " "	9.00
Glen Kelly - to rain observing " " "	3.00
Wayne Allen - " " " " " "	3.00
Leon Paschal - " " " " " "	3.00
Grace Bovelle - " " " " " "	3.00
A.L. Baker - " director salary 5 meetings	50.00
L.C. Abbott - " " " " "	50.00
H.M. Hightower " " " " "	50.00
W.H. Slay " " " " "	50.00
W.E. Bideker " " " 2 "	20.00
Mazie Bideker " steno salary November 1927	15.00
Ed.B. Cheatham - Salary 11-21-27 to 11-30-27	
1/3 mo at \$200.00	66.65
Grace Rohatsch - To steno salary 8 days at \$5.00	40.00
All Weather Tire Co. - to tires & tubes for Velie car	101.20
Motor Supply Co. - to 1 simplex jack for Velie car	4.00
Hayes Auto Co. - to repair work on Velie car, grease & labor	5.25
Magnolia Petroleum Co. - to gasoline for Velie car	14.35
Parrent Garage - to storage and washing Velie car	3.85
E.L. White - to office supplies	10.65
Underwood Typewriters Co. - to typewriter ribbon	1.00
The Babcock Co., Inc. - to envelopes and letterheads	19.00
The Letter Shop - to 100 two page synopsis	6.33
Jack Gordon - to three motion picture trailer films	5.00
Wm. Capps Bldg. Co. - to office rent from 12-1-27 to 1-1-28	83.50
Ireland Hampton - to stamps	4.00
J. Lester Wright - to preparing tax rolls for T.C. W & I #1, for year 1927 (Out of Int. & Sink. Fund)	1500.00
Mitchell-Gartner & Walton Ins. Co. - to bond for W.H. Slay	20.00
S. Western Bell Telephone Co. - to telephone expense	12.57
Ireland Hampton - to attorney fee	625.00
Pitner & Adams - to auditing services	77.50
Total	2865.85

Each and all of said accounts were checked by the Directors and were found to be correct and owing. Director Slay thereupon motioned that same, and all of same be approved, that the vouchers do be signed and the accounts paid. Director Abbott seconded the motion; the motion was carried, and it is so ordered.

There being no further business the meeting adjourned until December 14th, A.D. 1927, at 10 o'clock A.M.

M. E. Bieder
Secretary.

APPROVED:

A. R. Baper
President.

**TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE**

OFFICES 418-19 CAPPS BUILDING

PHONE 3-2848

Exhibit A.
minutes of Dec. 8th, 1927

FORT WORTH, TEXAS

December 1st, 1927.

TO THE BOARD OF DIRECTORS, of
TARRANT CO. WATER CONTROL AND IMP. DIST. NO. 1,
Fort Worth, Texas.

Gentlemen:

I hereby tender to you my resignation as a Director. My close association with you has been most pleasant, and it is with regret that I find it necessary to take this step. The necessity for doing so, however, has been brought about by the fact that the Engineers for the District, in recommending the exclusion of lands in June 1927, through oversight did exclude my land. This was not known to me, nor to the Board. After full consideration I have felt that I should not at this time seek to bring my land, which is of small value, back into the District for the purpose of qualifying me.

HMH/r

Respectfully,

H M Hightower

"Exhibit B"
Minutes of December 8th 1927.

ESCROW AGREEMENT.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

1st. We, whose names are subscribed to this instrument of writing are each owners of the title to lands situated in _____ County, or _____ County, Texas, in the area which will be affected by the construction of a proposed storage and flood control reservoir, which reservoir may be constructed by Tarrant County Water Control and Improvement District Number One.

2nd. We desire that said reservoir be constructed as promptly as the same may be done in order to afford flood protection, industrial water, municipal waters, and water for irrigation of other lands contiguous to or near the Trinity River, and its tributaries, in _____, and _____ Counties, Texas, to the end that conditions may be bettered and land values increased in said area.

3rd. We are advised that there is serious question as to whether said District will construct said reservoir and as to when they may construct same; further that their acts in the premises will be wholly controlled by whether or not the lands necessary to be purchased by the District can be acquired, within the time limit fixed by law, and at prices representing the actual present market and cash value of said lands.

4th. In consideration of the premises, and the cash consideration paid to us respectively at the time of signing hereof, we (and each of us) have executed option contracts which are here referred to as part hereof, and which are being delivered to Tarrant County Water Control and Improvement District Number One at the times of the affixing of the respective signatures hereto.

5th. We, (and each of us) do hereby constitute and appoint _____

_____ of _____ County, Texas, our agents and representatives, to do the following acts for, and service to us, and as well for the use and benefit of said Tarrant County Water Control and Improvement District Number One, viz:

(a) They shall safely keep and hold in escrow the deeds to be delivered hereunder until the ____ day of _____ 192____, unless the objects of our present undertaking are sooner accomplished. If said undertaking is not accomplished on or before the ____ day of _____, 192____, this contract shall be for naught held, and our respective deeds and option contracts returned to us without further obligation on our part, save only as to certain extensions which may be necessary under the provisions thereof.

(b) The said named agents and escrow holders of deeds, as consideration herefor, do by acceptance of this our contract and our deeds to be later delivered, expressly agree and undertake that they will as committee, and as individuals, use all diligence, and furnish all monies and time necessary to procure the said District to actually pay to us respectively the consideration for our lands in such sums as may be ascertained to be due to us respectively under the express terms and conditions of the respective option contracts being now and herewith executed.

As further consideration herefor, said Tarrant County Water Control and Improvement District Number One, shall prior to the ____ day of _____, 192____, without cost to the signers hereof, but to be at the sole cost and expense

of said District, make all further surveys necessary to finally determine the specifications and design of the dam desired to be constructed, and to make certain the quantity of land of each signer hereof to be allocated and taken under the several classifications of land as defined, classified and valued as provided by the terms of the several option contracts by us respectively delivered herewith. It is estimated that the cost of such other and final surveys will exceed \$30,000.00 and timely performance of this condition shall be deemed a further good, valid and valuable consideration for the option contract delivered herewith.

(c) Our said representatives (escrow agents) shall not be liable for any claim or demand save and except for actual default, or the failure to exercise such diligence, care and caution as an ordinarily prudent man would use in the conduct of his own undertakings.

(d) Each option delivered herewith is an independent contract and the election of the District to reject any specific option shall not impair the binding force of other options which it may elect to exercise.

In Testimony Whereof We Hereunto Set Our Hands, This Year, A.D., 1927.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Single Acknowledgment)

STATE OF _____ } BEFORE ME, the undersigned authority, on this day personally appeared
COUNTY OF _____ }

_____ of _____ County, State of _____,

known to me to be the person whose name is, (or are) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, A. D. 192_____

Notary Public in and for _____
County, State of _____

(Married Woman's Acknowledgment)

STATE OF _____ } BEFORE ME, the undersigned authority, on this day personally appeared
COUNTY OF _____ }

_____ wife of _____,

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my Hand and Seal of Office, this _____ day of _____, A. D. 192_____

Notary Public in and for _____
County, State of _____

(Married Woman's Acknowledgment)

STATE OF _____ } BEFORE ME, the undersigned authority, on this day personally appeared
COUNTY OF _____ }

_____ wife of _____,

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my Hand and Seal of Office, this _____ day of _____, A. D. 192_____

Notary Public in and for _____
County, State of _____

Obvious Copyright

(d) The improvements on said land are.....

The estimated value of the improvements in their present condition is \$.....;

(e) The total estimated value of the land, with improvements, is \$.....:

THIRD: This option is being delivered with the express understanding that our Escrow Committee has agreed with Tarrant County Water Control and Improvement District Number One (for convenience hereinafter called Grantee) that they will use all reasonable diligence to procure options, at prices to be approved by Grantee, and to be delivered to Grantee, on or before the

.....day of....., 192....., which options shall cover as much as seventy-five per cent of the land, and to cover as much as seventy-five per cent of the individual ownerships of land, which land may be required by Grantee to enable it to

carry out its tentative plan to construct a water storage and flood control reservoir on the Trinity River in..... County, Texas: Grantee upon the procuring of said options shall be bound to complete the surveys set out in the escrow agreement executed as part hereof, and shall prosecute the same with all reasonable diligence.

In case said option agreements cannot be procured by the Escrow Committee by the.....day of.....

192....., the Grantee may elect to declare the said escrow agreement and this option contract of no further force or effect, and in such event the Grantee shall not be required to make the surveys specified in said escrow agreement, and this option and all liability of both parties hereto shall thereupon cease and determine. In the event said options are procured within the time specified, then said final surveys must be made within the time limits fixed for final consummation of this option contract. The making of said surveys shall be deemed a good, valid and valuable consideration, which shall be in addition to the sum of \$1.00 this day paid by Grantee to Grantor, receipt whereof is hereby acknowledged.

(a) If on or before said.....day of....., 192....., said Escrow Committee have been able to procure options on said lands, as stipulated above, then and in that event, Grantee shall within ten days after receipt of written notice, at its office in Fort Worth, Texas, that the stipulated options have been procured, pay to Grantor as additional con-

sideration herefor the sum of \$.....: The payment here stipulated shall be in manner, place and form, as is provided by paragraph Sixth hereof, which shall be deemed to be payment to Grantor. In case of default herein this option shall cease and determine, and there shall be no further obligation on the part of either party hereto.

FOURTH: In consideration of the payment herein acknowledged, and the undertakings made by Grantee, Grantor does hereby contract and agree as follows, viz:

(a) Grantee desires to make certain surveys to definitely determine the number of acres embraced in the tract of land herein described; to further determine the exact location of the dam proposed to be constructed, with the necessary abutments, and to include investigation concerning material grounds or borrow pits. This shall include the right to go upon said land, to cut brush which would obstruct vision in the running of lines, to drill or dig test holes, and to place survey marks or monuments.

(b) Grantee shall have the right to elect to purchase in fee simple all of the land hereinbefore described, and determined by the Grantee's engineers to be necessary to the Grantee for the placing of a dam proposed to be constructed, together with abutments, aprons, bypasses, canals, controls, devices, and borrow pits for the taking and handling of materials required in the proposed construction; or determined to be land which will be submerged by water to be stored for beneficial use in the reservoir proposed to be constructed by Grantee, or to be land which will be embraced within a margin of one thousand feet back from the highest water line of the body of water which will be created by the storage of water for beneficial use, as is tentatively proposed to be done by Grantee.

The deed to be executed under the provisions hereof shall convey unto Grantee all riparian rights, water rights, and rights of ingress, egress, easements and immunities necessary and incident to the economical construction, maintenance and operation of the water storage and flood control works proposed to be constructed by Grantee, whether such rights are held as appurtenant to said land, or held as a personal privilege or right. As a material part of the consideration herefor Grantor does hereby agree that in case Grantor is now the owner, or in case Grantor shall hereafter become the owner, of lands not described herein, but which other land may be situated on the drainage area connecting with the proposed storage and flood control reservoir, the Grantee is hereby released, and shall be, by the terms of the deed to be delivered hereunder released, from all claims or demands based on water levels or the proximity of water occasioned by the construction, maintenance or operation of the proposed reservoir; especially is it agreed that Grantee shall be perpetually released from any and all claims or demands based on interference with present normal ingress to, egress from, or movement upon such other lands.

(c) Notice of election to exercise any right hereunder shall be given by delivering, or mailing to..... at..... written notice conforming to the provisions hereof, and shall be binding on Grantor as of the day of delivery or mailing: This service of notice shall be given on or before the.....day of....., 192....., and not thereafter.

(d) If such notice be not given within the stated time, this option shall cease and determine: The consideration theretofore paid shall belong to Grantor, and there shall be no further obligation on the part of either party hereto.

FIFTH: In case Grantee shall within the time limits herein fixed, and in the manner hereby fixed, give notice of its election to purchase a fee simple title, the Grantor shall after the giving of such notice, well and truly, do, perform, require and grant the following things, viz:

(a) Within ten days deliver to the escrow agents named in the escrow contract this day executed in aid hereof, a general warranty deed conveying to Grantee a good and valid title to all lands, rights, easements and immunities which Grantee may elect to purchase or acquire hereunder.

(b) Also Grantor shall within said ten days deliver to Grantee at its office in Fort Worth, Texas, a certified abstract of title to the land described in paragraph "First" hereof, showing a good and valid title to be vested in Grantor, as of the date of the delivery of said abstract, or showing all claims, liens, easements, adverse rights or demands which may serve to qualify the absolute unincumbered fee simple title to said land.

(c) Grantor does hereby grant twenty days after the actual delivery of the abstract to Grantee within which time Grantee shall examine the title to said lands:

(d) Grantee shall within said twenty days mail to..... at..... specific notice of any defects which may be found in said title.

(e) If there be any outstanding mineral rights, easements, or interests in mineral or timber, appurtenant to the land or easement to be conveyed, and which might be affected or impaired by the construction, maintenance and operation of the reservoir and flood control works proposed to be constructed by Grantee, then, and in that event, Grantor will procure good and valid release of all such rights, easement, property or claims, or:

(f) If there is found to exist against said title any claim, lien or money demand, or if there be found to exist any flaw or adverse right, encumbering, impairing or qualifying the fee simple title to said land, then:

(g) Grantor will within thirty days after the mailing of notice of defects, remedy and cure all such defects, if the same can be done by the exercise of reasonable diligence. If any defect can not be removed within thirty days, or if such defect requires a proceeding at law to remove cloud from title, then this time shall be extended for such time as may be required to actually perfect the title, further:

(h) If Grantor cannot by negotiation remove any cloud from title, and procure release of all rights, claims or demands adverse to Grantee's intended free and unmolested use of the land or rights to be conveyed hereunder, and if the same can be removed by the exercise of Grantee's right of eminent domain, then Grantee shall exercise its right of eminent domain to assist Grantor in the delivery of a good and valid title. Such proceeding shall be at the cost and expense of Grantor, save as to fees for legal service and Court costs, which shall be paid by Grantee.

"Exhibit 10"
Minutes of Dec. 8th, 1927

Option Contract

STATE OF TEXAS, }
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS:

FIRST: That I, (or we).....

of County, State of.....

(for convenience hereinafter called Grantor) own in fee simple by good and valid record title, that certain tract of land situated in
..... County, Texas, which is described as to quantity, location, boundaries, or record refer-
ences, as follows, viz:

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SECOND: The said land is approximately classified and valued by classes as follows, viz:

- (a) Approximately..... acres are now in a state of cultivation; the estimated value thereof is \$..... per acre.
- (b) Approximately..... acres of tillable land, but not now in a state of actual cultivation; the estimated value thereof is \$..... per acre;
- (c) Approximately..... acres are grazing land, the estimated value thereof is \$..... per acre;
- (d) The improvements on said land are situated and described as follows:

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.....
.....
.....
.....
.....

the estimated value of the improvements in their present condition is \$.....

- (e) The total estimated value is \$.....

(Single Acknowledgment)

STATE OF }
COUNTY OF }
appeared
..... of County,
State of, known to me to be the person..... whose name..... is, (or are) subscribed to the foregoing
instrument, and..... acknowledged to me that..... he..... executed the same for the purposes and consideration therein
expressed.

GIVEN under my hand and seal of office this..... day of....., A. D. 192.....

Notary Public in and for.....
County, State of.....

(Single Acknowledgment)

STATE OF }
COUNTY OF }
appeared
..... of County, State of, known to me
to be the person..... whose name..... is (or are), subscribed to the foregoing instrument, and..... acknowledged to me that
..... he..... executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this..... day of....., A. D. 192.....

Notary Public in and for.....
County, State of.....

(Married Woman's Acknowledgment)

STATE OF }
COUNTY OF }
appeared, wife of, known
to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart
from her husband, and having the same fully explained to her, she, the said.....
acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and con-
sideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this..... day of....., A. D. 192.....

Notary Public in and for.....
County, State of.....

(Married Woman's Acknowledgment)

STATE OF }
COUNTY OF }
appeared, wife of, known
to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart
from her husband, and having the same fully explained to her, she, the said.....
acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and con-
sideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this..... day of....., A. D. 192.....

Notary Public in and for.....
County, State of.....

THIRD: This option is being delivered with the express understanding that our Escrow Committee has agreed with Tarrant County Water Control and Improvement District Number One (for convenience hereinafter called Grantee) that they will use all reasonable diligence to procure options, at prices to be approved by Grantee, to be delivered to Grantee, on or before the.....

.....day of....., 192....., which options shall cover as much as seventy-five per cent of the land, and to cover as much as seventy-five per cent of the individual ownerships of land, which land may by completed surveys be determined to be required by Grantee to enable it to carry out its tentative plan to construct a water storage and flood control reservoir on the Trinity River in.....County, Texas. Grantee upon the procuring of said option shall be bound to complete the surveys set out in the escrow agreement executed as part hereof, and shall prosecute the same with all reasonable diligence.

In case said option agreements cannot be procured by the Escrow Committee by the.....day of..... 192....., the Grantee may elect to declare the said escrow agreement and this option contract of no further force or effect, and in such event the Grantee shall not be required to make the surveys specified in said escrow agreement, and this option and all liability of both parties hereto shall thereupon cease and determine. In the event said options are procured within the time specified, then said final surveys must be made within the time limits fixed for final consummation of this option contract. The making of said final surveys shall be deemed a good, valid and valuable consideration, which shall be in addition to the sum of \$1.00 this day paid by Grantee to Grantor, receipt whereof is hereby acknowledged.

(a) If on or before said.....day of.....192....., said Escrow Committee have been able to procure options on said lands, as stipulated above, then and in that event, Grantee shall within ten days after receipt of written notice, at its office in Fort Worth, Texas, that the stipulated options have been procured, pay to Grantor as additional consideration herefor the sum of \$.....: The payment here stipulated shall be in manner, place and form, as is provided by paragraph seventh hereof, which shall be deemed to be payment to Grantor. In case of default herein this option shall cease and determine, and there shall be no further obligation on the part of either party hereto.

FOURTH: In consideration of the payment herein acknowledged Grantor does hereby contract, and agree as follows, viz:
(a) Grantee desires to make certain surveys to definitely determine the actual number of acres embraced in the tract of land herein described; also to determine definitely what part of said land may be temporarily submerged at times of flood flow, and by reason of the proposed construction of a flood retarding reservoir by Grantee, but which land can be during long intervals, with rare and infrequent interruption of such use, put to the ordinary uses. To determine these matters Grantee, its engineers and agents, shall have the right to freely go up on said land and make surveys necessary to determine these matters. This shall include the right to cut brush which would obstruct the vision in the running of lines, to dig or drill test holes, and to place survey marks or monuments.
(b) It is the intention hereof that the Grantee shall have the right, and Grantee hereby does have the right, to purchase so much of said land as may be determined to be subject to periodic flooding by reason of retarding the flow of flood waters of.....river, and its tributaries, in fee simple, or to purchase a water easement only, to the end that Grantee would not be liable for claim or demand because of water levels produced by retarding flood waters by means of the flood control works proposed to be constructed by Grantee. If Grantee elects to purchase said land in fee simple, when measured and defined, the Grantee shall yield and pay therefor the sum of \$.....per acre; If Grantee as to such land, when measured and defined, elects to purchase a water easement only, Grantee shall yield and pay therefor the sum of \$.....per acre, in such event leaving vested in Grantor the ultimate fee simple title to such land upon which the water easement may be taken.

(c) It is expressly agreed that if Grantee shall elect to purchase said land in fee simple, or if Grantee shall elect to purchase a water easement only, then, and in either event, the deed to be executed by the Grantor hereunder shall convey to, and invest in, the Grantee all riparian rights, water rights and rights of ingress and egress appurtenant or incident to Grantor's ownership of said land or otherwise held by Grantor: Grantee shall have and hold the same together with all other rights, easements and immunities necessary and incident to the economical construction, maintenance and operation of the water storage and flood control works proposed to be constructed by Grantee, free from hindrance, demand or claim of any character.

(d) It is expressly provided, however, that if Grantee should elect to exercise any option to purchase less than the fee simple title to the whole tract of land described in paragraph "First" hereof, then the deed to be executed hereunder shall contain a stipulation reserving to the Grantor the privilege to use water from Grantee's reservoir for household and domestic purposes and to sustain the life of domestic animals owned by, or being wholly cared for on the premises of Grantor, together with the easements necessary for the exercise of such uses by Grantor, and Grantor's successors or assigns, as a right appurtenant to Grantor's land, subject however to all reasonable health and sanitary regulations, and the proprietary rights of Grantee.

(e) When Grantee's engineers determine and define the land necessary to be used, or taken, by Grantee, they shall also determine (subject to verification by Grantor) the acreage described in paragraph "First" hereof. In case Grantee elects to exercise the option to take the fee simple title to the land found to be affected by Grantee's plans to control and retard the flow of flood waters, then and in that event, the ultimate consideration to be paid by Grantee shall be based on the sum arrived at by applying the sum of \$.....per acre to the quantity of land found to be affected by water levels produced by Grantee's plan to store and retard the flow of water.

(f) If Grantee elects to take a water easement only, the consideration shall be arrived at by applying the stated \$.....per acre to the actual quantity of land found to be affected by water levels produced by Grantee's plans to store and retard the flow of water.

(g) In case Grantor is now the owner of, or may hereafter become the owner of land situated upon the drainage area connecting with the storage and flood control reservoir proposed to be constructed by Grantee, which land is not to be conveyed or placed under a water easement by the deed which may be executed under the terms of this option contract, the Grantor does as to such other land, stipulate and agree that Grantee shall be hereby, and by the terms of the deed to be delivered hereunder, perpetually released from all claims or demands based on water levels, or the proximity of water, occasioned by the construction, operation or maintenance of the proposed reservoir: Especially is it agreed that Grantee shall be perpetually released from all claims or demands based on interference with present normal ingress to, egress from, or movement upon such other lands which are, or which may be hereafter owned by Grantor.

FIFTH: Notice of the election to purchase in fee simple shall be definite as to the location and quantity of land to be taken by Grantee and found necessary to be acquired by Grantee under the provisions of paragraph "Fourth (b)" hereof.

(a) Notice to purchase a water easement only shall fix the acreage to be affected, under the provisions of paragraph "Fourth (b)" hereof.
(b) Notice of election to exercise any right hereunder shall be given by mailing to.....
atwritten notice conforming to the provisions hereof, and shall be binding on Grantor as of the day of delivery or mailing. This service of notice shall be given on or before the.....day of.....192....., and not thereafter.

(c) If such notice be not given within the stated time this option shall cease and determine, and thereupon there shall be no further obligation on the part of either party hereto: The consideration this day paid shall belong to Grantor, and there shall be no further obligation on the part of either party hereto.

SIXTH: In case Grantee shall within the time limits herein fixed, and in the manner hereby fixed, give notice of its election to purchase a fee simple title, or to purchase a water easement only, the Grantor shall after the giving of such notice, well and truly, do perform, require and grant the following things, viz:

(a) Within ten days deliver to the escrow agents named in the escrow contract this day executed in aid hereof, a general warranty deed conveying to Grantee a good and valid title to all lands, rights, easements and immunities which Grantee may elect to purchase or acquire hereunder: