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 adop-ted and entered of record.
- 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.

  Machrof 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 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 insued 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 recogniz ed 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 beenduly 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 attentions 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 Blay 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 dismissing 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.

- 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 5. 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.

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 Typewrites 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
To tal	2865.85

Each and all of said accounts were checked by the Directors and were found to be correct and owing. Director Blay thereupon motioned that same, amd 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.

> Merriagur Secretary.

APPROVED:

President.

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

OFFICES 418-19 CAPPS BUILDING

A tribulx 3

PHONE 3-2848

Minutes of Dec. 8, MI 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.

Hom Highlower

"Ex hibit 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 instru-
ment 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 res-
ervoir 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 delivere
to Tarrant County Water Control and Improvement District Number
One at the times of the affixing of the respective signatures
herete

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 Num-
ber 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 theday 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 under-
take 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 con-
sideration 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 exe-
cuted.
As further consideration herefor, said Tarrant County
Water Control and Improvement District Number One, shall prior
to theday 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

Form No. 1. To be used when entire Tracts of Land are to be purchased in fee simple.

# " & xlibit &" Wirnetes Dec. 804 1927 Option Contract

STATE OF TEXAS	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF	RNOW ALL MEN BI THESE PRESENTS:
FIRST: That I, (or we)	
of,	
ee simple by good and valid i	record title that certain tract of land situated in
	ation, boundaries or record references as follows, viz:
s described as to quantity, for	ation, boundaries of record references as follows, viz:
, , , , , , , , , , , , , , , , , , , ,	
, ISSA ESO, POPULS WAS INVESTIGATED AND	
Freedom Thankin and America	The state of the s
And World out h Institution 1	and the new and their and declarate the half williams them and the new and the
	name name to successive to the servicions instrument, and having been examined by me privily and
MANDE OF	BEFORE ME, the thusralgued anthority, on this day personally appeared
A.M. Oh	
	Chromatal Manager Asharahatan and
•••••	
	County, State of
CHAINA BORGE DEA BERDE OF	nd Soul of Office, this
cura a contina succe discussioni	to be not set and their and the state and animally consed the same for the purposes and em-
part from her hapband, and hi	sving the same fully explained to her, the said
nown to my to be she person	whose name is subscribed to the locegoing lustrument, and having been examined by mp privily and
	wife of
SOUNTY OF	what that are, the nameringhed actuality, on this day personally appeared
TATE OF	
	(Married Woman's Askrackledemont).
•	
	County, State of
	Nothry Public in and for
7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
y me that	The same for the pargoes and consideration therein expressed.
moves to me to be the person.	whose same. Is, for erea subscribed to the foregoing instrument, and nchaos ledge
SECOND, The said land	d is approximately classified and valued by classes as follows, viz:
	acres are now in a state of cultivation; the estimated value is \$per acre;
(b) Approximately	acres are tillable land but are not in a state of actual cultivation; the estimated val
thereof is \$	per acre;
(c) Approximately	acres are grazing land; the estimated value is \$per acre;

### (Single Acknowledgment)

STATE OF	-)
COUNTY OF	BEFORE ME, the undersigned authority, on this day personally appeared
(a) Approximately a	eres are now in a state of cultivation; the estimated walse is \$
SECOND: The sold land is approx	of
known to me to be the personwhose	nameis, (or are) subscribed to the foregoing instrument, andacknowledged
to me thatexecuted the same	for the purposes and consideration therein expressed.
GIVEN under my hand and seal of	office this
GIVEN under my name and sear of	
carey out its tentative plan to construc	Notary Public in and for
Causty, Texas: Grantus upon the renow executed as part hereof, and shall pro-	County, State of
	(Married Woman's Acknowledgment)
STATE OF	
COUNTY OF	BEFORE ME, the undersigned authority, on this day personally appeared
paid by Samtes to Granier, receipt wh	wife of,
	ne is subscribed to the foregoing instrument, and having been examined by me privily and
sideration therein expressed, and that sh GIVEN under my Hand and Seal of	Office, thisday of, A. D. 192
The community desired to parke and the state of the community of the commu	Notary Public in and for
	County, State of
poted to be constructed by Grandre, or highest water line of the body of water to be done by Grande.	(Married Woman's Acknowledgment)
STATE OF	province to be real shell reuvey which therefore all rights an element which elements are the
COUNTY OF	BEFORE ME, the undersigned authority, on this day personally appeared
	wife of
known to me to be the person whose nan	me is subscribed to the foregoing instrument, and having been examined by me privily and
apart from her husband, and having the sacknowledged such instrument to be her sideration therein expressed, and that sh	same fully explained to her, she, the said
GIVEN under my Hand and Seal of	Office, this, A. D. 192
	Notary Public in and for
	County, State of
FIFTHE In case tengens shot to	ister for fine levels berein fixed, and is the manage increte accede give notice of saveliers. The model within the mitten of such analysis well each treasure do not be recovered to the contraction.

(h) Also Granter abull within and ten days deliver to Grantee at its office in Feet Verra, Penter as a section about the contract of

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of the Contract the Property of the Property of the Contract of the Convention of th

he discover the country of the entries of the contract of the

to be the print a cities track of Land are to be nurcharrach in the standard as

SIVEN mader my hand and seal of office this.	183
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 Tarran
County Water Control and Improvement District Number One (for convenience hereinafter called Grantee) easonable diligence to procure options, at prices to be approved by Grantee, and to be delivered to Grantee	that they will use al
day of, 192, which options shall cover as much as seventy-five per ce over as much as seventy-five per cent of the individual ownerships of land, which land may be required by	nt of the land, and to Grantee to enable it to
arry 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 xecuted as part hereof, and shall prosecute the same with all reasonable diligence.	the escrow agreemen
In case said option agreements cannot be procured by the Escrow Committee by the	
92, the Grantee may elect to declare the said escrow agreement and this option contract of no furth n such event the Grantee shall not be required to make the surveys specified in said escrow agreement, an iability of both parties hereto shall thereupon cease and determine. In the event said options are procured ied, then said final surveys must be made within the time limits fixed for final consummation of this option of said surveys shall be deemed a good, valid and valuable consideration, which shall be in addition to the boald by Grantee to Grantor, receipt whereof is hereby acknowledged.	nd this option and a within the time speci- contract. The makin
(a) If on or before said	days after receipt of
sideration herefor the sum of \$: The payment here stipulated shall be in manner, place and it paragraph Sixth hereof, which shall be deemed to be payment to Grantor. In case of default herein this determine, and there shall be no further obligation on the part of either party hereto.	form, as is provided b option shall cease an
FOURTH: In consideration of the payment herein acknowledged, and the undertakings made by thereby contract and agree as follows, viz:  (a) Grantee desires to make certain surveys to definitely determine the number of acres embraced in a described; to further determine the exact location of the dam proposed to be constructed, with the necess include investigation concerning material grounds or borrow pits. This shall include the right to go upon which would obstruct vision in the running of lines, to drill or dig test holes, and to place survey marks or  (b) Grantee shall have the right to elect to purchase in fee simple all of the land hereinbefore des by the Grantee's engineers to be necessary to the Grantee for the placing of a dam proposed to be construct ments, aprons, bypasses, canals, controls, devices, and borrow pits for the taking and handling of materia posed construction; or determined to be land which will be submerged by water to be stored for beneficial uposed to be constructed by Grantee, or to be land which will be embraced within a margin of one thousand highest water line of the body of water which will be created by the storage of water for beneficial use, as to be done by Grantee.	the tract of land here ary abutments, and said land, to cut brus monuments. cribed, and determined, together with abut ls required in the prise in the reservoir prind feet back from the said together with abut the reservoir prind feet back from the reservoir prind feet back from the said together with the reservoir prind feet back from the reservoir prind feet back from the said together with the reservoir prind feet back from the said together with the s
The deed to be executed under the provisions hereof shall convey unto Grantee all riparian rights, we of ingress, egress, easements and immunities necessary and incident to the economical construction, mainted the water storage and flood control works proposed to be constructed by Grantee, whether such rights are said land, or held as a personal privilege or right. As a material part of the consideration herefor Grantor in case Grantor is now the owner, or in case Grantor shall hereafter become the owner, of lands not described the land may be situated on the drainage area connecting with the proposed storage and flood control is hereby released, and shall be, by the terms of the deed to be delivered hereunder released, from all claim water levels or the proximity of water occasioned by the construction, maintenance or operation of the protably is it agreed that Grantee shall be perpetually released from any and all claims or demands based present normal ingress to, egress from, or movement upon such other lands.	enance and operation held as appurtenant does hereby agree th ribed herein, but whi reservoir, the Grant as or demands based oposed reservoir; espo
(c) Notice of election to exercise any right hereunder shall be given by delivering, or mailing to	
the provisions hereof, and shall be binding on Grantor as of the day of delivery or mailing: This service of	
or before the	onsideration theretofo
FIFTH: In case Grantee shall within the time limits herein fixed, and in the manner hereby fixed, gi to purchase a fee simple title, the Grantor shall after the giving of such notice, well and truly, do, perform	
following things, viz:  (a) Within ten days deliver to the escrow agents named in the escrow contract this day executed in air ranty deed conveying to Grantee a good and valid title to all lands, rights, easements and immunities which	d hereof, a general w
(b) Also Grantor shall within said ten days deliver to Grantee at its office in Fort Worth, Texas, a control to the land described in paragraph "First" hereof, showing a good and valid title to be vested in Granton delivery of said abstract, or showing all claims, liens, easements, adverse rights or demands which may so lute unincumbered fee simple title to said land.  (c) Grantor does hereby grant twenty days after the actual delivery of the abstract to Grantee with shall examine the title to said lands:	r, as of the date of terve to qualify the ab
(d) Grantee shall within said twenty days mail to	
at	ant to the land or ea ion of the reservoir a ood and valid release
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 fou 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 be done by the exercise of reasonable diligence. If any defect can not be removed within thirty days, or i proceeding at law to remove cloud from title, then this time shall be extended for such time as may be requ	nd to exist any flaw defects, if the same of such defect require
the title, further:  (h) If Grantor cannot by negotiation remove any cloud from title, and procure release of all rights verse to Grantee's intended free and unmolested use of the land or rights to be conveyed hereunder, and if to by the exercise of Grantee's right of eminent domain, then Grantee shall exercise its right of eminent dom the delivery of a good and valid title. Such proceeding shall be at the cost and expense of Grantor, save as	, claims or demands the same can be remo- nain to assist Grantor

## Form No. 2. To be used when water easement only required, but providing for taking of the fee simple title or easement. "Exhibit 10" Option Contract

STATE OF TEXAS,

NTY OF	KNOW ALL MEN BY THESE PRESENTS:
FIRST: That I, (or we)	
TAKLA OKO	
	CONTROL OF THE PROPERTY OF THE
irena (a selastic sesse) (a	County, State of
	ed Grantor) own in fee simple by good and valid record title, that certain tract of land situated
	County, Texas, which is described as to quantity, location, boundaries, or record
ces, as follows, viz.:	
	to be ber 4ct and deed and decreated site and although segared the agree for gracementaries and
	Likewith Rep. the angergiance anticonts, on the day pers
	Calabrate Woman's reclaimentalistics
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Tribaba tik	
WAIR ON	
	yourself groupe in any your control of the control
***************************************	
SECOND: The said land is	approximately classified and valued by classes as follows, viz:
(a) Approximatelyacre.	acres are now in a state of cultivation; the estimated value thereof is \$
	acres of tillable land, but not now in a state of actual cultivation; the estimated value the
of is \$	
(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:
AALAAA MESSA	BEFORD, WE, the undersigned authority, on this day per
	Contine accommand memory
	Carolo Administration .
	the improvements in their present condition is \$

In Testimony Whereof Witness t	he Signing Hereof,	this theday of
the retimated value of the impr		CONTRACTOR OF THE CONTRACTOR O
L and to cover as much as soveney.	ye per rent al els	
between to be very due by theater	e tar neurole fi en més	
eroste an the Tristy River in		
int in complete the angreys set but in		
is each said opine agreetagets come	(Singl	le Acknowledgment)
STATE OF		
COUNTY OF		BEFORE ME, the undersigned authority, on this day personall
appeared		
e con the grant and the contract of the equ	ex are graving-law	ofCounty
		be the personwhose nameis, (or are) subscribed to the foregoin
nstrument, andacknowled	lged to me that	heexecuted the same for the purposes and consideration there
		day of, A. D. 192
FOR FORE to remaid turner of the		
out described, uses to desprishe det		Notary Public in and for
agents, shall have the value to igned		County, State of
TATE OF		le Acknowledgment)
STATE OF	}	BEFORE ME, the undersigned authority, on this day personall
oppeared		
		••••••
f	Count	ty. State of, known to m
		d to the foregoing instrument, andacknowledged to me that
GIVEN under my hand and seal of	of office this	day of, A. D. 192
les les lètes entroite transf de la mais égant les les les lètes restrictions, éen libé d'instituée time nominales dés les les de discourres encourses le		Notary Public in and for
		County, State of
	(Married W	oman's Acknowledgment)
TATE OF		
COUNTY OF	}	BEFORE ME, the undersigned authority, on this day personally
ppeared		, wife of, known
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	(Married W	oman's Acknowledgment)
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OUNTY OF	.]	BEFORE ME, the undersigned authority, on this day personally
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WE THE THE PERSON AND AND AND AND AND AND AND AND AND AN	SINGUE ONLY CHAIL THE	Notary Public in and for
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(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 delivery and, or, showing all claims, liens, easements, adverse rights or demands which may serve to qualify the absolute unin-
cumbered 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 land:
(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 hereunder, 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, easements, 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 by exercise of diligence 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.  SEVENTH: Within five days after Grantee receives proof of perfection of title, at its office in Fort Worth, Texas, the
Grantee shall pay unto, Texas,
for account of Grantor, in lawful money of the United States of America, the full sum stated as consideration in the deed to be delivered hereunder, and to be the full sum found to be due to Grantor under the provisions hereof: Payment to said designated Bank shall be held to be payment to Grantor, or to Grantor's heirs, legal representatives or assigns. It is, however, agreed that Grantee shall have the right to deduct from the total consideration the sums paid as consideration for this option. It is further agreed that at the time of payment of the full consideration the Grantee shall be entitled to have actual delivery of a General Warranty Deed conveying good and valid title to the lands, or easements, rights, and immunities hereby contemplated and provided to be conveyed to Grantee.  EIGHTH: (To be used in case of peculiar conditions and not otherwise. If no such conditions are agreed to this space shall be left blank.)
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notice, at its office in Yort Worth, Texas, that the stipulated entions have been procured, pay to firmplot as additional considers.
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specified affical said likely surrever most the made without the firms finate fixed for Small consummation of this contemp contract.
to and more farmed shall not be required to make the entries. In the exent said options are processed within the time
102. , the Grantee may elect to declare the said escrus agreement and this option contract of no further ferce or effect, and
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tand, and to cover as much as seventy-five per cent of the individual evanerships of land, which land may by completed surveys.
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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
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 considera-
tion herefor the sum of \$: The payment here stipulated shall be in manner, place and form, as is provided by para-
graph 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, 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 flock 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 \$
(f) If Grantee elects to take a water easement only, the consideration shall be arrived at by applying the stated \$
(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
(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: