

56

MINUTES OF A REGULAR WEEKLY MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD IN THE DISTRICT OFFICE ON NOVEMBER 19, 1929, AT 3 O'CLOCK P. M.

The roll call disclosed the presence of all of the Directors as follows, viz:

W. R. Bennett  
E. E. Bewley  
W. K. Stripling  
C. A. Hickman  
Joe B. Hogsett

At this time and place the following proceedings were had and done, viz:

W. R. Bennett presided in his capacity as President; W. K. Stripling acted in his capacity as Secretary.

1. Minutes of the meeting of November 12, 1929, were read, approved and ordered of record.

2. There was presented to the Board the duplicate written contract signed by Burch & Woodruff of Decatur, Texas, wherein they set forth the terms of a proposal on their part to serve this District as Attorneys, concerning all matters which might arise in the District's affairs in Wise and Jack Counties, Texas. One of the duplicate contracts is attached to these minutes as "Exhibit A" and is made a part hereof. This contract was fully discussed. Mr. Bewley, as Chairman of the Committee on Legal Affairs, stated that he found the proposed contract to conform to the oral understanding, save in the matter of the time of the payment of the second installment of the retainer fees: He stated that the Committee had ended the oral negotiations with the impression that it was clearly understood that the second installment of the retainer (\$1,000.00) was to be paid twelve months after the date of the payment of the first installment. He further stated that it was his opinion that paragraph 2. of the contract might make it advisable to have present interpretation in the following particulars, viz:

(1) That the request for specific service should be such requests as actually grew out of formal action by the Directors;

(2) That as to paragraph "(c)", it should be understood that in case of condemnation under Chapter 280, the compensation should be confined to the one, or more, ownerships as to which specific service had been requested, even though the particular proceeding involved ownerships other than those as to which service may be requested. Further, that he was of the opinion that this interpretation should be communicated to Messrs. Burch & Woodruff in writing before the contract is definitely closed.

After full discussion of this matter, Director Stripling made a motion that the contract, as proposed, do be approved, subject to the foregoing recommendations made by Director Bewley, and in conformity thereto; further, that the duplicate contract do be executed by President Bennett in the name of the District; and that one of the contracts do be delivered to Messrs. Burch & Woodruff, subject only to their consent that the two words "six months" in subdivision 1. do be changed to "twelve months". This motion was seconded by Director Bewley. The motion was carried and it is so ordered. ①

3. Thereupon Directors Hickman and Stripling, composing the Committee on Land Matters, did present proposed land purchases, and, or, leases of purchased lands, which proposed contracts were all in writing. The Committee made recommendation for the closing of each and all of the presented contracts, which were specifically as follows, viz:

OWNER	ACRES	PRICE	ACRES	PRICE
		FEE	EASEMENT	
(a) Morris Heirs--(Comer Dossey & Ben Dossey)	28.5	\$45.00	-	-
(b) R. L. Bryan	20.0	\$40.00	-	-
(c) Mrs. O. A. Hiatt	169.32	\$46.00	63	\$3.00
(d) L. C. Holt-Admr. of N. G. Holt Estate	18.91	\$45.00	10.39	\$3.00
(e) L. C. Holt, et ux	57.56	\$50.00	-	-
(f) Dr. I. L. Van Zandt	24.0	\$40.00	-	-
(g) Dr. R. W. Jackson (App. 52 acres at \$40 per acre) (All in fee & Lump Sum Agreement)				

QUANTITY AS GIVEN BY  
ENGINEERS: TOTAL CONSIDER-  
ATION, \$14,820.00.

PROPOSALS TO LEASE

	ACRES	PRICE	
(1) TO: M. S. Smith	Approximately 263.50	@ \$1.00	PAYABLE IN ADVANCE

(Being the same land purchased from W. T. Smith and J. L. Roberson, at the price of \$1.00 per acre, payable cash in advance; subject, however, to an instant credit of \$63.50, which is allowed due to the unfenced condition of the land and the necessity for the lessee to provide for restraining animals which may be maintained on said land.

Each of the foregoing proposals for sale, or lease, received individual consideration by the Directors, whereupon Director Stripling made a motion that the said proposals, and each of the same, do be approved, and authorized and that the District do all things required to consummate the same, subject only to the usual procedures for verifying the quantities of land and the sufficiency of the title. This motion was seconded by Director Hogsett. Upon a vote being taken, the motion was unanimously carried and it so ordered.

4. Thereupon came up for consideration the matters of the purchase of lands of Dr. Buckner and the lands of Gumm Brothers, which are located in Wise County, Texas. After discussion of these matters it was the sense of the Directors that in case the Land Committee does not, during the present week, come to an accord with either, or both, of these two land owners, that the Attorneys for the District be instructed promptly



to institute condemnation proceedings against either, or both, of these named owners: It was so ordered.

5. Thereupon Director Hickman presented for consideration certain conditions made by Mr. Arneson. On discussion of this, it was the sense of the Board that the Engineers should be requested to verify the exact location of the road crossing the Arneson land and the quantity of said land which is situated South of the road. It was so ordered.

6. Thereupon, Mr. Cheatham presented to the Directors of the District, for authorization, an issuance of the District's Vouchers as follows:

<u>NUMBER</u>	<u>NAME</u>	<u>COVERING</u>	<u>AMOUNT</u>
1706	Empire Mortgage Company of Wichita Falls, Texas.	Deposit on land of W. U. Blocker	\$35.00
1707	Burch & Woodruff, Attorneys	First installment on their retainer fee, this day authorized	\$1000.00
			<u>\$1035.00</u>

Upon consideration of these matters, Director Bewley made a motion that the said vouchers, as presented and here listed, do be authorized, issued and delivered. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried: It is so ordered.

7. There was no further business presented and the meeting was adjourned.

W. K. Stripling  
As Secretary

APPROVED:

J. M. Bennett  
As President

"EXHIBIT A"  
MINUTES OF MEETING OF NOV.  
19, 1929

Fort Worth, Texas,  
November 13th, 1929.

DIRECTORS OF  
TARRANT COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT NO. ONE,  
418 CAPPS BUILDING,  
FORT WORTH, TEXAS.

Gentlemen:

This letter is to confirm and make specific certain agreements made with you concerning services as lawyers to be rendered by us to you. The basis for these services is, viz:

You are acquiring, and desire to acquire, certain lands situated in Wise and Jack Counties, Texas, due to your plan to construct a reservoir which will be created by the construction of a dam on the West Fork of the Trinity River, about four miles northwest from Bridgeport in Wise County. You also propose to construct a dam at Eagle Mountain in Tarrant County, which will cause a change in water levels in the South part of Wise County. The services to be rendered to your District by us and the compensation therefor will be of the character, upon the conditions and in the amounts hereinafter set out, viz:

1.

We are to be paid a general retainer of the sum of \$2000.00, which shall be paid \$1000.00 at the time of the approval of this agreement, and \$1000.00 to be paid <sup>two</sup> ~~six~~ months next after the date of the first payment: In consideration of this retainer, we are to render services to the District without further compensation as and when requested concerning all matters which are not specifically provided for hereinafter. It is the intention hereof that this retainer is to cover our services for such time as may be required to adjust any and all matters which grow out of acquiring land, and actually constructing your dams and other works; it is further contemplated that services hereunder may be required at a time later than the completion and acceptance of your proposed works, provided only that the service is to relate to all matters growing out of the construction of the works, but is not to relate to any matter growing out of the maintenance and operation of the works after completion thereof.

2.

PROVISIONS FOR SPECIFIC SERVICES:

The specific services to be here provided for are to be only those services for which specific request is made by your Board. These services in detail are as follows:



- (a) Examination of the titles to Wise or Jack County lands, per title . . . . . \$ 25.00
- (b) For services in litigated cases involving the exercise of eminent domain under Title 52, of the Revised Civil Statutes of Texas, per case . . . . . 100.00
- (c) For each ownership involved in proceedings for condemnation under Chapter 280, Acts of the 41st Legislature, Regular Session, per ownership . . . . . 50.00
- (d) For each case in securing an accord to procure lands or easements in such cases as may avoid or abate legal procedure, per case . . . . . 100.00
- (e) For each case involving service to procure an accord with Wise or Jack County, or some other embraced Governmental agency, without litigation, per case . . . . .100.00
- (f) Litigated cases involving controversies with either named County, or other embraced Governmental agency (Appellate work not to be embraced) . . . . .250.00

3.

EXCEPTIONS:

It is understood and agreed that we are not to represent your District concerning matters or controversies which may require adjustment between your District and Wise County, and which may grow out of certain claims or requests for compensation due to the effect of your Eagle Mountain Reservoir on the roads or highways which either parallel or cross the West Fork of the Trinity River in the upper end of your Eagle Mountain Reservoir, and being all situated in Commissioners Precinct No. Four of Wise County.

It is further understood by your District that we are at liberty to represent Wise County, or the affected road district, concerning the matters referred to in this paragraph.

4.

Other than exceptions set out in Paragraph Three of this letter, we are to represent you in any and all matters, as and when required, and as against all persons, Governmental Agencies, or corporations, meaning hereby to include Wise County.

We have written this letter in duplicate. We sign both copies. If and when this proposal is approved by your Board of Directors, you will kindly cause both copies of this letter to be signed by your President in

Page #3.

the space provided below. You will thereupon return one of the duplicates to us, whereupon we will have firm contract.

Very truly yours,

By Burch & Woodruff.  
By M. W. Burch.

Confirmed and agreed to:

TARRANT COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT  
NO ONE

By W. M. Bennett.  
President.