

48

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS
OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT
NUMBER ONE HELD IN THE DISTRICT OFFICE IN FORT
WORTH, TEXAS, ON MAY 12, 1930, at 3 O'CLOCK P. M.

- - - - -

Directors were present or absent as follows: E.E. Bewley, who presided in his capacity as Vice-president, C. A. Hickman, Joe B. Hogsett and W. K. Stripling, who acted in his capacity as Secretary. Director W. R. Bennett was absent from the city.

- - - - -

At this time and place proceedings were had and done as follows, viz:

1. The minutes of the meeting of May 6, 1930, were read, approved and ordered of record.

2. The land committee made report of proposals, and did recommend, to purchase land and to agree to the use of District lands as follows, viz:

(a) To purchase from Lennie J. Burgess, in fee simple, and to place under an easement from her, certain lands located in Tarrant County, Texas. A proposed written contract covering the matter is in the District's file and is here referred to as a part hereof. At the time of this meeting there were produced certain plats or maps (which were expressly made a part of the written contract), which showed that the land to be taken in fee simple will be approximately 1861.1 acres; that the land to be placed under easement will be approximately 234.2 acres. It was represented that the exact acreage in each classification would be subject to correction by the engineers for the district and if desired by the engineer for Lennie J. Burgess. Said contract provided that the District should pay for land to be taken in fee the sum of \$64.00 per acre, and should pay for easement, the sum of \$3.00 per acre. There was a discussion of the peculiar conditions stated in Paragraph 7 of the contract whereby it was provided that Lennie J. Burgess and her husband, J. I. Burgess, should have possession of the land to be conveyed in fee simple for an indefinite period, which period of possession might be terminated at any time by the District upon the giving of notice. One of these provisions related to authority of the grantors to saw into dimension lumber trees or logs which have already been felled from the land in question; also to remove from the premises a certain sawmill, blacksmith shop, portable houses and other equipment now being used for the stated purpose.

(b) There was also presented a proposal to purchase from J. I. Burgess certain land located in Tarrant County, Texas, and being all in the J. Wilcox Survey, Abstract No. 1703. There was presented a map or plat which was a part of the proposed contract for purchase (now in the District's file and here referred to as a part hereof), to be taken in fee simple and that land to be placed under a flood easement. The exact acreage in each classification was not stated due to the fact that the quantities of land are to be made certain by the District engineers and

49

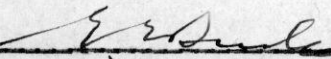
if desired by the engineer for the grantor. It was proposed to pay for land to be taken in fee simple (approximately 385 acres) the sum of \$64.00 per acre, and to pay for land to be placed under easement, the sum of \$3.00 per acre. This contract in Paragraph 7 thereof was in all cases like unto the proposed contract with Lemmie J. Burgess.


There was full discussion of each of the proposals, whereupon Director Hogsett made a motion that the purchases and agreement for temporary use do be authorized and confirmed, and that Director Hickman be directed to execute the proposed contracts for and on behalf of this District. Further that the purchases as proposed do be consummated as speedily as may be done, subject only to the usual requirements concerning a good and valid title. Further that when the engineers have certified to the District the exact quantities of land, and the attorneys have certified that there has been tendered a good and valid title, evidenced by Deeds of Warranty on the form now in use by this District, that there do be issued and delivered to each of the proposed grantors voucher checks of this District representing the proper consideration for said lands. This motion was seconded by Director Hickman. A vote was taken, motion was unanimously carried and it was so ordered.

3. There was made a report by the Attorneys and engineers for the District concerning various claims being presented to the District, and as to which there had been sought advisory opinion of the Attorney General of Texas. There was also presented by the attorneys a proposal by certain depositors of the Texas National Bank that the receiver of the bank demand from the District restitution of the proceeds of certain securities formerly held in pledge by this District in securing its deposit in the Texas National Bank. The attorneys were authorized to present to Hon. Jewel P. Lightfoot, Attorney for the receiver of the bank, a brief to sustain the denial of the proposed demand.

No further business was presented and the meeting was adjourned.

APPROVED:


As Vice President


As Secretary.