

01
J.H.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE ON JULY 13, 1931, AT 3 P. M.

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

PRESENT:

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

ABSENT:

W. R. Bennett, Out of City.

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

In the absence of President Bennett, E. E. Bewley presided in his capacity as Vice-President; W. K. Stripling acted in his capacity as Secretary.

1.

Minutes of the Meeting of July 7, 1931, were read, approved and ordered of record.

2.

There was presented for consideration the report of the District Engineers showing the necessity of the District to take a certain portion of the high power transmission line of the Texas Power & Light Company, by reason of the construction of the Birdgeport Reservoir. This was accompanied by an evaluation of the property admitted to be taken, which was the sum \$3500.00. There was also presented by the Attorneys for the District a proposed contract as between this District and Texas Power and Light Company, which was tendered for execution by the District. There was full consideration of this matter, whereupon Director Stripling made a motion that the proposed accord and satisfaction of the matters in dispute as between this District and Texas Power & Light Company do be approved, confirmed and consummated; that the proposed written accord do be executed in the name of the District in the manner required by law; further, that the District's Voucher Check No. 2560, payable to the Texas

Power & Light Company, in the sum \$3500.00, do be executed and delivered to the payee, subject only to the execution of the proposed contract by the Texas Power & Light Company, and the delivery thereof to this District. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

3.

There was presented report of the Engineers for the District, certifying that by reason of the construction of the Eagle Mountain reservoir the District would submerge and take approximately 8,000 feet of the telephone line of the Southwest Telephone Company. There was also presented the estimate of the engineers that the line to be taken was of a reasonable value \$210.00. There was also presented, by the Attorneys for the District, a proposed written contract of accord and satisfaction, to be executed in behalf of the district and by said Telephone Company. There was full consideration of this matter, whereupon Director Stripling made a motion that the contract of accord and satisfaction, as proposed, do be approved and executed in the name of the District and in the manner required by law; further, that the District voucher check No. 2561, payable to the Southwest Telephone Company for the sum \$210.00, do be executed and delivered to said Company; upon condition, however, that it execute and deliver to the District the proposed written contract of accord and satisfaction. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

4.

There was presented to the Directors the letter of Trinityfarm Construction Company, Inc., dated July 10, 1931, wherein they gave advice that on or prior to July 17, 1931, they would tender to the District insurance coverage as follows:

Texas Indemnity Insurance Company - Workmen's Compensation;
Universal Casualty Company - Public Liability;

These policies intended to be substitute for the insurance now in force covering the designated risks. Director Bewley, in his capacity as Chairman of the Committee on Finance, reported that he had checked the rating of the named Companies by every means available, and that they were both rated as "A1." He stated that he knew of no reason why the tendered coverage should not be approved. Upon consideration of this matter, Director Hickman made a motion that the proposed substitute insurance coverage as designated do be approved by the District. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

Thereupon Director Bewley, in his capacity as Custodian of Securities, in pledge by the District's depository, presented a letter, dated July 10, 1931, written by the Continental National Bank, wherein it stated the condition of the account of the District as of the close of business as of July 9, 1931, and as well stated the par value of the securities now in pledge from the Bank. Said request asked approval for the withdrawal of securities amounting to \$170,000.00. Statement of the condition of the account, and the amount of the securities in pledge, were verified by Mr. Cheatham and Director Bewley. With said request was a proposed reciprocal receipt, designating the securities which the Bank desired to withdraw from pledge, of which the par sum was \$170,000.00. There was full consideration of this matter, whereupon Director Stripling made a motion that the withdrawal of the securities, as proposed, do be approved and that Director Bewley do be authorized to execute the proposed reciprocal receipt and deliver the described securities to the bank. Further, that when said reciprocal receipt had been signed on behalf of the Bank and this District that it, together

with the letter requesting withdrawal of securities do be attached to the Minutes of this meeting as Exhibit A;" further, that an identical copy of said reciprocal receipt do be attached to the original bond of said Bank with this District, as its Depository, as "Exhibit 25." This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

6.

There was presented Estimate No. 22, of the Engineers of the District, together with the data to support the same, which stated that \$10,922.89, was the balance due the Engineers by the District as of this date. Said Estimate further requested that \$6000.00 do be paid on account. Said Estimate is attached to these Minutes as "Exhibit B," and is made part hereof. Upon consideration of this matter, Director Stripling made a motion that the request of the Engineers do be granted and that the District's voucher check No. 2562, payable to Hawley & Freese, in the sum \$6,000.00, do be executed and delivered to the payee as a payment on account. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

7.

Attached to these Minutes as "Exhibit C," is a letter dated July 10, 1931, signed by M. W. Burch, Attorney for the District in Wise County, Texas. This related to the demand of Will Laird that the District remit \$40.00 of the abstract charge carried against him, due to the fact that the abstract ordered by the District covered lands not involved in his trade with the District, and as to which he had other abstracts. Said letter also stated that Cates Abstract Company of Decatur, Texas, had proposed that they would make a deduction of $\frac{1}{3}$ of the \$40.00, heretofore collected by it, as part of the cost for the Will Laird Abstract. Director Hogsett made a motion that the District

do remit \$40.00 of the abstract charge carried on the District's books as against Will Laird; further, that Mr. Burch be authorized to accept \$13.33 from Cates Abstract Company as a complete accord and satisfaction of the above matter. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

8.

LAND MATTERS:

Director Hickman, as Chairman of the land committee, presented, and recommended for approval, proposed contracts between the District and W. A. Taylor and G. W. Trussell, as follows viz:

(a) W. A. Taylor - For the purchase of an easement on 26 acres of land, situated in Wise County, at the rate of Five (\$5.00) Dollars per acre — This easement relates to the Eagle Mountain Reservoir. Said contract bore notation as follows: "Has no abstract. Will not furnish at any expense to him."

(b) G. W. Trussell - For a flood easement on 1.58 acres of land, at the rate of Five (5.00) Dollars per acre. This land affected by the Eagle Mountain Reservoir. This contract bore notation as follows: "Abstract with John Hancock Life Insurance Co., Dallas, Texas, loaned for examination."

There was full consideration of each of these proposals, whereupon Director Hogsett made a motion that each of said proposals do be approved and that Director Hickman be authorized to execute the same in the name of the District; further, that the Trussell title be taken without examination, and that the Taylor title be likewise accepted, unless the Attorneys of the District in their judgment might see fit to require some manner of affidavit or proof concerning the title. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered. 36

Directors Hickman and Stripling presented to the Directors the result of their negotiations with W. D. Young of Bridgeport, Texas, concerning the basis upon which Mr. Young was willing to execute and deliver to the District a deed for land to be placed under constant submergence and an easement upon land, to be required by the District, for the operation of its Bridgeport Reservoir. It was stated that Mr. Young was willing to accept as part consideration for the transfer the sum \$2635.44, as evidenced by the District Voucher Check No. 2524, payable to W. D. Young, which check, together with the proposed deed has heretofore been presented to Mr. Young and rejected by him. It was stated that Mr. Young stood ready to execute and deliver the deed and to accept the check, upon condition, however as follows:

That the District, as additional consideration for the delivery of the proposed deed from W. D. Young and wife to the District, would lease to W. D. Young for grazing, from January 1st, 1932, and to end on December 31st, 1932, without other consideration or payment:

① All that land now owned by this District, situated in Wise County, Texas, lying at elevation higher than 830 feet above mean sea level and more particularly described as follows:

FIRST TRACT: Beginning at the point where the West line of the Jabez Fitzgerald Survey intersects elevation 830 feet above mean sea level; thence with the West line of said Survey to its northwest corner; thence east to the southeast corner of the J. T. Counts land; thence north on the East line of the J. T. Counts land to a point where said line intersects elevation 830 feet above mean sea level; thence with the meanderings of said elevation, in successive general direction, North, Southeast, south and Southwest to the point of beginning and to enclose land which will form a peninsula when water is being stored in the Bridgeport Reservoir. The land so enclosed is formed by parts of land now owned by this District and

designated by the names of former owners and the District's Tract Numbers, as follows: M. E. Hopper, et al, No. 32; A. V. Hanna, No. 39; Blanche Floyd, et al, No. 40; Louise Hall, et al, No. 41; O. C. Hanna, No. 42; S. Castleberry, No. 43; Cactus Hill Land & Cattle Company, No. 44.

SECOND & THIRD TRACT: Being all of that part of the land out of the Tract purchased by the District from M. S. McDaniel (District's parcel No. 59), which lies at elevation higher than 830 ft. above mean sea level; and, all that part of the tract of land purchased by the District from M. E. Easley (District's Parcel No. 58), which lies at elevation higher than 830 ft. above mean sea level, and meaning to exclude therefrom all those parts of said tracts which are situated at elevation lower than 830 ft. above mean sea level.

FOURTH TRACT: Out of the Northwest part of the Levi Howard Survey (purchased by the District from Rominger Brothers), beginning at a point where the West line of said Survey intersects the north boundary line of the Rock Island Railway right of way fence; thence with said fence in an easterly direction to the point where it reaches elevation 830 feet above mean sea level; thence with the meanderings of said elevation to the north boundary line of said Howard Survey (the south boundary line of the Easley land); thence with the line of said Howard Survey, west, south and west, to its northwest corner; thence south with the west line of said survey to the poing of beginning. ①

The foregoing described lands are unconditionally to be used by W. D. Young, for the year 1932; the land next described is to be made available by the District to W. D. Young for use during the year 1932, only in case the District has actually and finally acquired the title to the same, without contest of any character concerning the same: If the District fails to so acquire uncontested title and by reason thereof fails to make said land available to W.


D. Young for use, it shall have no liability whatever concerning such failure:

The land so conditioned is described as follows:

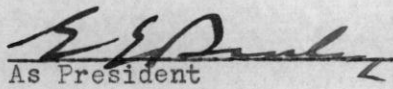
FIFTH TRACT: Being all that part of the J. T. Counts land (District's parcel No. 62), on the south side of said land, and being situated between the meanderings of elevation 830 ft. above mean seal level and the east and south boundary lines of said Counts tract of land.

Upon consideration of said proposal, Director Hogsett made a motion that the consummation of the proposed purchase from Mr. W. D. Young do be approved and authorized, as above set forth: Further, that Director Hickman do be authorized to execute a lease from the District to W. D. Young upon the terms hereinbefore specified. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

No further business was presented and the meeting was adjourned.


As Secretary
acting.

APPROVED:


As President



PLEASE ADDRESS YOUR REPLY TO WRITER

"FOLIO EXHIBIT A"

7/13/31

CONTINENTAL NATIONAL BANK

OF FORT WORTH

CAPITAL \$750,000 — SURPLUS \$250,000

FORT WORTH, TEXAS

July 10, 1931.

J. G. WILKINSON, CHAIRMAN
 H. H. WILKINSON, PRESIDENT
 A. E. THOMAS, VICE-PRESIDENT
 ED. H. WINTON, VICE-PRESIDENT
 J. E. WILLIS, VICE-PRESIDENT AND TRUST OFFICER
 H. C. BURKE, JR., ASST. VICE-PRESIDENT AND ASST. TRUST OFFICER
 H. C. WALLENBERG, ASST. VICE-PRESIDENT
 ZETA GOSSETT, ASST. VICE-PRESIDENT
 JOHN H. ERIKSEN, CASHIER
 OSCAR VOGEL, ASST. CASHIER
 V. M. BLAKELY, ASST. CASHIER

Board of Directors
 Tarrant County Water Control
 And Improvement District No. 1,
 Capps Bldg.,
 Ft. Worth, Texas.

Gentlemen:

At the close of business July 9th, 1931, the balances to the credit of your accounts on our books were as follows:

Construction Fund.....\$990,037.40
 Interest & Sinking Fund.....\$176,364.01

a total of \$1,166,401.00, to secure which we now have pledged with you securities of a par value of \$1,345,000.00.

Herewith for your approval application for withdrawal of securities amounting to \$170,000.00.

Respectfully Submitted,

H. C. Burke, Jr.
 H. C. Burke, Jr.,
 Assistant Vice-President.

\$ 1,175,000.00
1,166,401.00

\$ 8599.00

HCB/c



BOOK BALANCE JULY 9th 1931.

CONSTRUCTION FUND	<i>\$ 966,168.58</i>
INTEREST & SINKING FUND	<i>175,839.01</i>
TOTAL	<i>\$ 1,142,007.59</i>

"EXHIBIT 25"

"WITHDRAWAL OF SECURITIES"

ON THIS THE 14th DAY OF JULY, 1951, THE CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, hereby acknowledges receipt of Securities heretofore pledged to secure TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, said Securities are described in Exhibits 11 and 21, and which are attached to the bond of this Bank, as the District's Depository, and the same are specifically described, as follows, viz:

Exhibit 11

UNITED STATES 4% TREASURY BONDS OF 1944-54,
with December 15, 1951, and subsequent
coupons attached:
Nos. 000068787, H-88, J-89, K-90, A-91,
B00068762, C-63, @ \$10,000.00 each.....\$70,000.00

Exhibit 21

UNITED STATES 3-3/8 Per Cent TREASURY BOND
of 1940-43, with Dec. 15, 1951, and sub-
sequent coupons attached:
No. 1-A \$100,000.00 \$170,000.00

THE WITHDRAWAL of pledged securities hereby set out is due to the fact that the securities now under pledge are in excess of the amount required adequately to secure the District's deposits, and is in compliance with the law and the provisions of the contract between the Bank and the District.

THIS RECEIPT is hereby designated as "EXHIBIT 25" and is to be attached to the bond executed by said Bank of March 13, 1930.

CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS.

ATTEST:

[Signature]
As Assistant Cashier *vike Pres.*

[Signature]
As Vice President

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By [Signature]
As [Signature]
7 Securities

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. R. F. HELLAND
A. H. WOOLVERTON
H. A. HUNTER
ROSS S. MASON

"FOLIO EXHIBIT B"
7/13/31.

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
411-17 CAPPS BUILDING
FORT WORTH, TEXAS

WATER SUPPLY
WATER SYSTEMS
SEWAGE DISPOSAL
SEWERAGE
GAS SUPPLY
GAS SYSTEMS

July 10, 1931

Honorable Board of Directors,
Tarrant County Water Control and
Improvement District Number One,
Fort Worth, Texas.

Gentlemen:

Attached hereto please find Estimate No. 22 for
\$ 10,922.89 in favor of ourselves.

Please authorize payment of \$ 6,000.00 on account
to us.

Respectfully submitted,

HAWLEY AND FREESE,

By *M. C. Nichols*

MCN:JB

July 10, 1931

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE,

IN ACCOUNT WITH -

HAWLEY AND FREESE

Estimated Cost.

Eagle Mountain (Original)	\$2,331,227.00	✓		
Bridgeport (Revised)	1,560,582.52	✓		
Lands	1,200,000.00	✓		
Levees	250,000.00	✓		
	<u>\$ 5,341,809.52</u>	✓	@ 2 $\frac{1}{2}$ %	\$133,545.24 ✓

Railroads and Roads.

Settlements Made Wise Co.	\$ 45,000.00	@ 4 $\frac{1}{2}$ %	2,025.00	✓
Settlements Texas Pipe Line Co	25,000.00	@ 4 $\frac{1}{2}$ %	1,125.00	✓
Settlements not made(estimate)	120,000.00	@ 1 $\frac{1}{2}$ %	1,200.00	✓

Contractors Estimates 1 to 17
incl.

	\$2,832,496.48	✓		
Land Purchases Made	1,226,579.97	✓		
Land Condemnation Awards	42,306.25	✓		
	<u>4,101,382.70</u>	✓	@ 2%	

Total Engineering to Date
Amount Paid to Date

	82,027.65	✓
\$	<u>219,922.89</u>	✓
	209,000.00	✓
\$	<u>10,922.89</u>	✓

Balance

OK

"EXHIBIT C"
7/13/31.

July 18, 1931

Messrs. Burch & Woodruff,
Decatur, Texas.

RE; Mr. Will Laird's Abstract
ATTENTION: Mr. M. W. Burch.

Gentlemen:

On Monday, July 13, at a meeting of the Board of Directors of this District, the above matter was presented to them, as per your letter of July 10, 1931.

At that time they gave direction that you be authorized to accept \$13.33 from Cates Abstract Co., Decatur, Texas, for this District.

With kindest regards,

Your Friend,

IH:AM

M. W. BURCH
GRADY WOODRUFF

LAW OFFICES
BURCH & WOODRUFF
DECATUR, TEXAS

TELEPHONES:
OFFICE 455
RESIDENCE 174

July 10, 1931

Mr. Ireland Hampton
418 Capps Building
Fort Worth, Texas

Dear Ireland:

JUL 11 1931

Replying to your letter of July 9, 1931 concerning the total charge, in the sum of \$69.50, for the abstract on the Will Laird lands and the inclusion in said abstract of fifty-three pages relating to a survey in the name of Goerge Ramsdale, which said Ramsdale survey, and no part thereof, was required by the district, will say:

I have just discussed this matter with Mr. Cates, who made the abstract, and have also devoted some thought to the matter since talking with you, and since the receipt of your letter I now recall the facts to be, that, as stated in your letter, ~~xxx~~ ~~xxxxxxxx~~ it seems not likely that we might reach an accord with Mr. Laird. I was personally present before the Board and the entire Board took action directing me to order the Will Laird Abstract with a view to proceeding to condemnation. It is my impression that this action on the part of the Board was noted in the minutes. However, I may be mistaken as to this.

In compliance with the Board's direction, immediately upon my return to Decatur I directed Mr. Cates to prepare this abstract and it is my recollection that I first told him to prepare an abstract only as to the surveys, a part of which would be required by the Board, but that after some consideration and in view of the fact that in the event of condemnation the measure of damages to Mr. Laird would be not only the market value of the lands actually taken but the damage sustained, if any, to his remaining lands, I thought it essential to determine the acreage and character of title of his remaining lands, and I then went to Mr. Cates and directed him to compile an abstract on just that portion of his lands as were situated in Wise County.

At a later date a tentative trade was affected with Mr. Laird, and I did not place the order with Johnson Abstract Company for that portion of the land situated in Jack County, Texas.

I still believe that in the event of a condemnation suit it would have been the intelligent and right thing for us to have had a description of Mr. Laird's entire tract of land, but if I was mistaken as to this, will say that I have discussed the matter

M. W. BURCH
GRADY WOODRUFF

LAW OFFICES
BURCH & WOODRUFF
DECATUR, TEXAS

TELEPHONES:
OFFICE 455
RESIDENCE 174

with Mr. Cates and he stated to me that in view of the considerable work that had been given to him by the District that he would remit one-third of the cost of the fifty-three pages, now deemed unnecessary by the district, which fifty-three pages would, at his regular charge, amount to the sum of \$40.00, and that if this was not satisfactory to the District that he would do anything to make it satisfactory. In view of my instructions to him I think that it would not be right for me to permit him to sustain the entire loss, and you may say to the District for me that if my judgment was incorrect in ordering the abstract on all lands in Wise County, that I will personally adjust the matter with Mr. Cates to the entire satisfaction of the District.

In view of the statement made above, you will see that the bill for the thirty-six pages relating to the Mahaffey survey, which was necessary, amounts to the sum of \$29.50.

Your Friend,

BURCH & WOODRUFF.

BY

M. W. Burch

MB/B

3 / \$40.00

\$12.33