

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 THE  
31ST DAY OF JANUARY, 1951, AT 10:30 A.M.

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

PRESENT

Joe B. Hogsett  
W. L. Pier  
A.T. Seymour, Jr.,

ABSENT

Houston Hill (Out of City)  
Dan H. Priest (Illness)

Also present were Sidney L. Samuels, General Counsel, Marvin C. Nichols, of the Firm of Freese and Nichols, Consulting Engineers of the District, Messrs. George Bean and Beeman Fisher, representatives of the Texas Electric Service Company, and C. L. McNair, General Manager of the District.

Director Hogsett acted in his capacity as President, and owing to the absence of Director Priest, Director Pier acted as Secretary, whereupon proceedings were had and done, as follows:

1.

It appearing to the Board that Mr. A. T. Seymour, Jr., having heretofore been selected, designated and appointed by the Directors at the session held January 22, 1952, to take the place made vacant by the death of Mr. Gaylord J. Stone, a member of the Board, and it also having been made to appear that Mr. Seymour was qualified to fill such position and having manifested his acceptance of same, and he, the said A.T. Seymour, Jr., having taken the oath of office as prescribed by law, and having executed a bond with corporate surety as prescribed by the law governing this District, at the invitation of the Board and

by virtue of his qualifications as such Director to serve out the unexpired term of Gaylord J. Stone, deceased, he, the said A. T. Seymour, Jr., thereupon took his seat at the Board as such Director, and became and was invested with all the authority, duties and responsibilities of such Director in accordance with the law in such cases made and provided.

2.

There appeared before the Board for conference and discussion with them in the matter of a contract between Texas Electric Service Company and the District, Messrs. George Bean and Beeman Fisher, representatives of said Texas Electric Service Company. The matter presented consisted in a round table discussion concerning the construction of an electric plant by said Texas Electric Service Company on properties acquired by it from the John I. Burgess estate, adjacent to Eagle Mountain Lake, in which discussion, Mr. Marvin C. Nichols of the Engineering Firm of Freese and Nichols, Consulting Engineers of the District, participated.

In view of the very many phases of the contract and the further fact that in point of time, the rights to be acquired under such contract would extend in all probability over a long period of years, it was the sense of the Board that no firm action be taken thereon until such contract had been prepared in writing and submitted to the Board for action thereon and until the Board had received word from its General Counsel that a contract for such period of time would represent the exercise of valid power on the part of the District.

Thereupon, Mr. Bean and Mr. Fisher were informed that just as soon as a contract had been prepared and submitted to the Board, such contract would be taken into immediate consideration and perhaps further conference be had between the said Texas Electric Service Company representatives and the Board of Directors of the District.

It was further specified that in determining many features of the proposed contract, the district have the benefit of the advice and recommendations of Marvin C. Nichols, Consulting Engineer.

3.

Next, in order of business, was the presentation of the quit claim deed involving a boundary agreement between the Texas Electric Service Company and Tarrant County Water Control and Improvement District Number One.

The gist of such boundary agreement consisted in the recitation in such boundary instrument to the following effect:

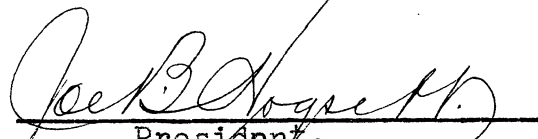
"do hereby agree that the boundary line between the lands of Tarrant County Water Control & Improvement District No. 1 and Texas Electric Service Company, is as described in that certain deed from John I. Burgess and wife, Lennie J. Burgess, to Tarrant County Water Control & Improvement District No. 1 dated the 9th day of June, 1930, recorded in Volume 1111, page 449, Deed Records, Tarrant County, Texas, and specifically agree that a portion of the boundary line described in such deed calling for a line "North 68° 17' East 191.5 feet" to a point from which point the Northwest corner of the Texas Electric Service Company property and the Northeast corner of "First Tract" in the deed from the Burgesses to Tarrant County Water Control & Improvement District No. 1 referred to above bears North 0° 41' East 581.2 feet constitutes a portion of the true boundary line between the lands of Tarrant County Water Control & Improvement District No. 1 and Texas Electric Service Company, regardless of the elevations of the lands on either side thereof and Texas Electric

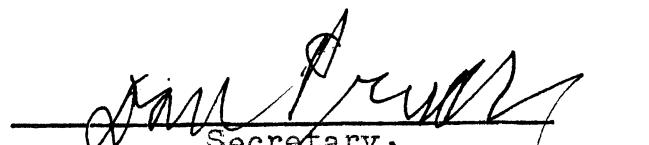
Service Company herein and hereby quit claims all of its right, title and interest in and to all lands North of said line to Tarrant County Water Control & Improvement District No. 1 and Tarrant County Water Control and Improvement District No. 1 hereby quitclaims unto Texas Electric Service Company all lands lying South of said line, together with the right in Texas Electric Service Company to fill such lands or in any way alter the elevation of same; provided, however, that nothing herein shall in any way affect or alter the easement granted to Tarrant County Water Control & Improvement District No. 1 by the deed from the Burgesses above referred to, such flowage easement being to an elevation of 668 feet above mean sea level."

After such instrument had been read and considered and the matter having been referred to Mr. Marvin C. Nichols, Consulting Engineer of the District, who was present at the meeting herein, and having his opinion to the effect that the land claimed by Texas Electric Service Company in its conveyance from the Burgess estate did not impinge on the lands owned by the District and that the Deed of Conveyance to the District from the said John I. Burgess and Lennie J. Burgess, did not include in its description the lands so sought to be quitclaimed, on motion of Director Pier, seconded by Director Seymour, it was ordered that such quitclaim be executed by the President of the Board and attested by the Secretary. The motion having been put to the Board, each and all of the Directors present voted "aye" thereon.

4.

There being no further business before the Board, the meeting thereupon adjourned.

  
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President.

  
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Secretary.

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