

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 30TH DAY OF JUNE, 1953, AT 1:30 P.M.

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

PRESENT

Houston Hill  
Dan H. Priest  
W. L. Pier

ABSENT

Joe B. Hogsstt (Out of City)  
A. T. Seymour, Jr. (Out of City)

Also present were Messrs. Sidney L. Samuels, General Counsel  
of the District, C. L. McNair, General Manager of the District, and  
Marvin C. Nichols of the firm of Freese and Nichols, consulting  
engineers of the District.

Director Hill acted as President, in the absence of Dir-  
ector Hogsett, and Director Priest acted in his capacity as Secretary,  
whereupon proceedings were had and done, as follows:

1.

The Directors had previously received copies of the minutes  
of June 23, 1953, at 1:30 P.M., and having found no objections thereto,  
it was ordered that they be approved, signed and placed on record.

2.

Following the above proceedings, Mr. McNair presented the  
written request of Mr. H. S. Layton, a lessee of the District, for  
the transfer and assignment of his interest in a certain land lease  
for the year 1953, to Mrs. Bettye Jo Layton, 1453 E. Allen Avenue,  
Fort Worth, Texas. Upon recommendation of Mr. McNair, Director  
Priest moved, seconded by Director Pier, that the transfer and assign-  
ment of the land lease be approved, subject to Mrs. Layton's giving

the District her written acceptance of the lease. It was so ordered.

3.

Mr. Hickey, Land Agent of the District, presented to the Board for its consideration a contract between the District on the one hand, and the Realty Enterprises, Inc., a private corporation, on the other, concerning a temporary easement, (which should in time, subject to the conditions of the contract, ultimate in a permanent grant), which was to be conferred upon the District by the Realty Enterprises, Inc., with respect to the uses of lands in connection with the widening, straightening and relocating the levee which lies South of the South bank of the West Fork of the Trinity River. The substance of the contract was a recitation to the effect that the District is in urgent need of a temporary easement over a part of Louis Park Addition, owned by the corporation, to enable the District, in accordance with flood prevention plans to widen, straighten and relocate the levee that now stands in that vicinity, and after the levee is erected in a new and permanent position in such Louis Park Addition lands, then the Realty Enterprises, Inc., is to execute a deed to the District conveying to it in fee the land in the Louis Park Addition aforesaid, lying between the South toe of the old levee, which, at present, is the North boundary line of the Louis Park Addition as platted.

It was further recited in said contract that contemporaneously with the delivery of the deed from Realty Enterprises, Inc., to the District, the District will deliver to Realty Enterprises, Inc., a deed conveying the fee to a tract of land which, roughly speaking, is in the shape of a triangle with one side formed by the

West right-of-way in the St. Louis, San Francisco & Texas Ry. Company, another side by the Southwesterly toe of the new levee, and the third side by the East boundary line of the Louis Park Addition as now platted.

In view of these recitations, the contract further provided that Realty Enterprises, Inc., granted to the District a temporary easement in the area shown in red on the map attached to the contract, marked "Exhibit A" (being a map of Louis Park Addition surveyed in October 1938 by Brookes Baker), for the purpose as hereinabove stated, for widening, straightening and relocating a levee for flood prevention and flood control. The District to have the right and privilege at all times during such temporary easement for its agents, employees and workmen to have ingress and egress upon, along and across said area marked in red on said map, for the purpose of straightening, widening and relocating the levee.

It is further stipulated in the contract that the temporary easement shall terminate two months after the completion of the construction of the new levee.

Further, that the District will not use land in the Louis Park Addition other than the area in red shown on the attached map, marked exhibit "A", and that the District does not now, nor will it ever claim any easement by express agreement or by implication or necessity in or across any land in the Louis Park Addition, other than said area colored in red.

It is further to be noted that on the map attached to the contract, marked "Exhibit A", the anticipated location of the South toe of the new levee is reflected by the black line. It is stipu-

lated and so understood in this contract, that the exact location of the new levee may differ somewhat from the new location as shown by the black line above mentioned, but the District agrees that there shall be no material change from the position shown, and in no event will the Southerly toe of the new levee extend outside of the red area in which District is given a temporary easement.

It is further stipulated, that immediately following the termination of such temporary easement, Realty Enterprises, Inc., will execute, acknowledge and deliver to District a General Warranty Deed conveying to it in fee simple a tract of land out of the Louis Park Addition to be described by metes and bounds and lying between the present southerly toe of the existing levee (which is the Northernly boundary of the Louis Park Addition as platted in Vol. 388-A, page 124, Deed Records, Tarrant County, Texas), and the Southerly toe of the new levee to be constructed. It is further stipulated that immediately following the construction of the new levee, Brookes Baker shall furnish a plat reflecting the new tract to be so conveyed. When this shall have been done, then an appraisal shall be made immediately of the value of the land to be conveyed by the Board of appraisers appointed by the Fort Worth Real Estate Board. Such appraisal shall be made in dollars per acre on the basis that the plat and dedication of Louis Park Addition has been duly vacated, whether or not the same has actually been accomplished by that time. The cost of having the appraisal made shall be borne one-half by the District and one-half by Realty; all survey expenses shall be borne by District. The consideration to be paid by the District to the Realty Enterprises, Inc., for the deed shall be the value of such

acreage so conveyed which value is to be determined by such appraisal, and the payment thereof shall be in cash at the time of the delivery of the deed.

It is further agreed that all lands covered by the temporary easement, being the area colored red on the attached map, which is not conveyed to District by said deed, shall be returned to Realty Enterprises, Inc., in the same shape and condition as on the date and execution of this contract, and District shall no longer claim any right, title or interest to such land so returned to Realty Enterprises, Inc.

It is further stipulated, that if District is lawfully required to pay taxes on the area so conveyed to it, such taxes shall be pro-rated between Realty Enterprises, Inc., and the District to the date of the execution of this contract, and that when District receives a deed from Realty Enterprises, Inc., as described in preceding paragraph, then the District shall thereafter be liable only for the taxes on the land conveyed to it in fee by such deed, in the event that District, as a matter of law, would be liable for the payment of such taxes.

During the existence of the temporary easement, the Realty Enterprises, Inc., shall continue to pay all taxes and shall thereafter advise District for any share thereof, for which it could be lawfully required to pay.

The contract also provided that said temporary easement shall exist no more than 24 months from the date of the execution of said contract.

The said contract, with the map attached to same, is attached in folio to these minutes and made a part hereof, as if set out in extenso.

On motion of Director Pier, seconded by Director Priest, it was unanimously resolved that the contract between Realty Enterprises, Inc., and the District be adopted and it was so ordered, all the Directors voting "aye" thereon.

4.

The subject was then taken up and discussed by the Board concerning the contemplated exchange of land between the District and the United States Government, and that the proposition for such exchange had been signed and executed by the District more than twelve months ago, and that under the terms of such proposition, it was stipulated as follows: "The finality of such exchange between the parties shall not be postponed beyond a period of twelve (12) months from the date hereof, after which time, unless mutually revived by lawful instruments to that effect, this proposal becomes absolutely null and void."

It was then moved by Director Priest, seconded by Director Pier, that since more than twelve months had elapsed since the proposition had been signed, executed and forwarded to the Federal Government by the District, it would be well to draw up a further instrument by which the proposition could be revitalized so that the proposal should still be made effective, provided that the Federal Government should officially act upon such extension within six months from the present date, June 30, 1953, and that a proper instrument be drawn to that effect, and once again forwarded to the

Commandant, Eighth Naval District, Federal Building, New Orleans, Louisiana, with whom correspondence had existed with the request that he make due transmission of same to the proper authorities of the Federal Government in Washington, D. C.

The motion having been considered and discussed, it was unanimously resolved that such action be had and taken, all the Directors present voting "aye" thereon.

5.

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

  
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Vice President.

  
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Secretary.