

DEPARTMENT OF THE ARMY
LICENSE
FOR PUBLIC PARK AND RECREATIONAL PURPOSES

WHITNEY DAM AND RESERVOIR AREA

CONTRACT NO. DA-41-443-CIV ENG-
56-153

THE SECRETARY OF THE ARMY, under authority of Section 4 of the Flood Control Act of 1946 (60 Stat. 641, 642; 16 U.S.C. 460d), as amended by Section 209, Public Law 780 - 83d Congress, Approved 3 September 1954, hereby grants to the COUNTY OF JOHNSON of the State of Texas a license for a period of Twenty-five (25) years commencing on 17 August 1955, and ending on 16 August 1980, to use and occupy approximately 52.0 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Whitney Dam and Reservoir area, as shown in red on Exhibit "A" attached hereto and made a part hereof, for public park and recreational purposes, said licensed areas being described as follows:

Tracts of land situated in the County of Johnson, State of Texas, being 2 parcels of land in the Mark C. Ridley Survey (A-736) and the Wm. Kinsey Survey (A-1076) and being more particularly described as follows:

PARCEL NO. 1

From the southwest corner of the Mark C. Ridley Survey north $57^{\circ} 03'$ east, approximately 4200 feet to the point of beginning, said point being in a southwesterly line of Tract No. W-P1403 of the Whitney Reservoir Area, and being north $72^{\circ} 15'$ west, approximately 140 feet from the southwest corner of said Tract No. W-P1403 situated in the common line between said Ridley and Kinsey Surveys; thence along and with a contour having an elevation of 550 feet in a general southerly and southeasterly direction approximately 1300 feet to a point; thence in a southerly direction approximately 75 feet to a point in a

contour having an elevation of 520 feet, mean sea level; thence along and with said 520 feet contour line in a general westerly and northerly direction approximately 1650 feet to a point in a northwesterly line of said Tract No. W-P1403; thence along the northwesterly line of said Tract No. W-P1403 as follows: south $42^{\circ}45'$ east, approximately 15 feet to a point; thence south $72^{\circ}15'$ east, 40 feet to the point of beginning, containing 6.00 acres, more or less.

PARCEL NO. 2

From the southwest corner of the Mark C. Ridley Survey situated in the northerly line of Wm. Kinsey Survey north $52^{\circ}40'$ east, approximately 4430 feet to a southwest line of Tract No. W-P1402 of Whitney Reservoir Area, same being north $63^{\circ}30'$ west, 20 feet, more or less, from a southwest corner of said Tract No. W-P1402; thence along and with a contour having an elevation of 520 feet, mean sea level, in a general southerly and southwesterly direction approximately 4100 feet to a point; thence in a northwesterly direction approximately 750 feet to a point in a contour having an elevation of 550 feet, mean sea level; thence along and with said 550 feet contour in a general northerly direction approximately 10,200 feet to a point in the southwesterly line of Tract No. W-P1407 of said reservoir area; thence along said southwesterly line south $50^{\circ}40'$ east, 100 feet to a point in said 550 feet contour; thence along and with said 550 feet contour in a general southerly direction approximately 6600 feet to a point in the northerly line of the Tract No. W-P1403; thence along said northerly line south $63^{\circ}30'$ west, approximately 75 feet to a point in a contour having an elevation of 520 feet, mean sea level; thence along and with said 520 feet contour in a general northerly,

westerly, and southerly direction approximately 2400 feet to the point of beginning, containing 46.0 acres, more or less, the total area of said 2 parcels of land containing 52.0 acres, more or less.

THIS LICENSE is granted subject to the following provisions and conditions:

1. That the licensee, in the exercise of the privileges hereby granted, shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the said reservoir area, and with the provisions of Section 4 of the Flood Control Act of 1945 (60Stat. 641; 16 U.S.C. 460d), as amended by Section 209, Public Law 780- 83d Congress, approved 3 September 1954.

2. That the licensee may construct upon said land such buildings, improvements, facilities, accommodations, fences, signs, wharves, piers, boat slips, and other structures as may be necessary for the purposes of this license, and may plant seed, shrubs, and trees, provided that all such structures shall be constructed and the landscaping accomplished in accordance with plans approved by the District Engineer, Corps of Engineers, in charge of the administration of the property, provided, that in no event shall permanent structures for human habitation be constructed below elevation 573 feet.

3. That that the licensee shall administer and maintain the said property, for the purposes of this license, in accordance with the Master Plan for the said reservoir area and with an Annual Management Program to be mutually agreed upon between the licensee and the said District Engineer, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to the following:

a. Plans for management activities to be undertaken by the licensee or jointly by the Corps of Engineers and the licensee.

b. Budget of the licensee for carrying out the management activities.

c. Personnel to be used in the management of the area.

4. That the licensee shall protect the property from fire, vandalism, and soil erosion, and may make and enforce such rules and regulations as are necessary, and within its legal authority, in exercising the privileges granted in this license, provided that such rules and regulations are not inconsistent with those prescribed by the Secretary of the Army to govern the public use of the reservoir area.

5. That the licensee, in exercising the Governmental or proprietary functions, may operate facilities and accommodations and provide services needed by the public directly, and may enter into concession agreements with third parties for providing needed services to the public, provided that any such agreements have the prior approval of the said District Engineer, and provided further, that any profits obtained by the licensee from any such agreements shall be utilized by the licensee in the further development of the area and that any profits not so utilized shall be paid to the said District Engineer. The licensee and its concessionaires may make reasonable charges for such services and for the use of such facilities and accommodations, provided that such charges shall have the prior written approval of the said District Engineer.

6. That the licensee shall, within the limits of available funds, proceed immediately with the development of said lands for the purposes of this license and prosecute its program to completion in an orderly manner and at a rate consistent with the needs of the public.

7. That the right is hereby expressly reserved to the United States, its officers, agents, and employees, to enter upon the said land and water areas at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and or to make any other use of said land as may be necessary in connection with public navigation and flood control, and the licensee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

8. Than any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said District Engineer.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities on the said premises and the licensee shall hold the United States harmless from any and all such claims.

10. That this license may be relinquished by the licensee at any time by giving to the Secretary of the Army, through the said District Engineer, at least thirty (30) days' notice in writing.

11. That this license may be revoked by the Secretary of the Army in the event the licensee violates any of the terms and conditions of this license and continues and persists therein for a period of thirty (30) days after notice thereof in writing by the said District Engineer.

12. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said Government premises,, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said District Engineer. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then said property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

IN WITNESS WHEREOF I have hereunto set my hand this 4th day of November 1955 by direction of the Assistant Secretary of the Army, (Financial Management).

E. H. Burba
Col, GS
EXECUTIVE, OASA (FM)

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 1st day of December, 1955.

JOHNSON COUNTY, TEXAS, LICENSEE

H. G. Littlefair

A motion was made by Commissioner Coward and seconded by Commissioner Roland that Mrs. Anna Parker be re-appointed Matron in the ladies rest room in the Courthouse, term to begin January 1, 1956 to December 31, 1956, salary to be the same as for 1955 - and that A. P. Permenter and H. H. Bruce be re-appointed janitors for the courthouse for terms to begin January 1st, 1956 to December 31, 1956 at no change in salary. All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that the following legal notice be published in the Cleburne Times Review, a daily paper, published in Cleburne, Johnson County, Texas, on December 5, 12, 19, 1955;

Notice is hereby given that the Commissioners' Court of Johnson County, Texas, will receive an publicly open bids on Wednesday, December 21, 1955, at 2 P. M. at the Courthouse in Cleburne, Johnson County, Texas.

These bids are for the construction of a wing, laundry, and other changes on the inside of the Johnson County Memorial Hospital Building according to plans and specifications submitted by the architect and approved by the Commissioners' Court of Johnson County, Texas.

Said plans and specifications may be obtained by contractors at the office of Mr. M. M. Moseley, Architect, 2323 Edwin, Fort Worth, Texas. A deposit of \$20.00 is required to secure the plans and specifications.

The Commissioners' Court reserves the right to reject any or all bids submitted.

All voted aye.

LEGAL NOTICE

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A motion was made by Commissioner Roland and seconded by Commissioner Evans that the following appointments of County Auditor and Assistant County Auditor, as made by Judge Penn Jackson, be approved and entered upon the minutes of this Court:

September 15, 1955.

The State of Texas)(
County of Johnson)(

Honorable Penn J. Jackson
District Judge of the 18th Judicial District.

This will certify that on the 15th day of September, A. D. 1955, with your consent and approval, I have selected Mrs. Lorene Moreland as Assistant County Auditor for Johnson County, Texas, for the next two years. Said appointment to be effective on and after September 15, 1955. The salary to be \$3600.00 per year, and to be paid in equal monthly installments.

