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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 DECMEBER 22, 1930, AT 3 PM.

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

PRESENT:

W. R. Bennett
E. E. Bewley
C. A. Hickman
Joe B. Hogsett

ABSENT:

W. K. Stripling (Out of City.)

Director W. R. Bennett presided in his capacity as President; Director C. A. Hickman, in the absence of W. K. Stripling, acted as Secretary.

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

1.

Minutes of the Meetings of December 15, and December 16, were
read, approved, and ordered of record.

2.

Thereupon the Directors considered the question of whether the
District should have an additional bond for L. P. Card, as Tax Collector for
this District. It appeared that the bond held at this time was for the sum
\$35,000.00, and that the sum of money which might be in the Tax Collector's
hands at any one time between January 15, and March 15, 1931, would probably
exceed \$90,000.00, Whereupon Director Hogsett made a motion that the District
do provide bond for L. P. Card, as Tax Collector for the District, in the sum
of \$65,000.00, to be in effect not later than January 15, 1931; further, that
the District do authorize payment of the premium upon such bond. This motion
was seconded by Director Bewley. Upon a vote being taken the motion was
carried and it was so ordered.

1

3.

The Committee on Finance were asked if they were ready to make their final report concerning the advisability of the District approving the Public Liability and Compensation Insurance, issued by the Home Indemnity Company of New York, in lieu of such insurance as formerly issued by the Hartford Accident and Indemnity Co. Director Bewley, as Chairman of the Committee, stated that while the Committee were satisfied at this time that the Home Indemnity Company was a responsible and well managed Company, the Committee desired to pursue further investigation before making final report.

4.

Thereupon there was presented to the Directors for examination, approval and confirmation, certified copy of the Minutes of the Commissioners' Court of Wise County, Texas, which had been delivered to this District as evidence of the fact that matters heretofore in dispute between this District and Wise County had been brought to an accord and satisfaction as provided for by former orders made by the Board of Directors of this District. There was examination of said instrument, whereupon Director Hogsett made a motion that the same do be approved, received, and made "Exhibit A" to these Minutes, and to be considered as part hereof. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

5.

There were presented to the Directors for examination and approval certain accounts and statements of sums now due and payable by this District, together with proposed voucher checks of the District to pay the same, which being itemized are as follows, viz:

✓

Voucher No. 2332, payable to the Dallas Joint Stock Land Bank of Dallas, Texas, for the sum \$1065.30, which check was to be issued on the written order of T. L. Cox, in order to procure a release of a mortgage lien on the land purchased by this District from Mr. Cox.

No. 2333, payable to Herman Klar and Jacob Winterman, for the sum \$150.00, which is paid upon the written order of T. L. Cox, in order to satisfy and procure the release of a judgment lien on the land purchased by this District from Mr. Cox.

Voucher No. 2334, payable to John I. Burgess, for the sum \$266.50, being the balance of the consideration agreed to be paid by the District to him for land purchased from him.

There was examination of each of the accounts above stated, whereupon Director Hogsett made a motion that each and all of the same do be approved and that the voucher checks in payment thereof as above stated, do be issued and delivered to the respective persons entitled to receive the same, subject only to the usual requirements that the District do receive proper evidence of the satisfaction of said debts. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

6.

REPORT OF LAND COMMITTEE

(a) It was the sense of the Board of Directors that Mr. S. Castleberry of Jacksboro, Texas, should be written a letter, constituting him custodian of the unleased parts of certain tracts of land leased to him by the District, with the understanding, however, that Mr. Castleberry's duties should be confined to remonstrances with trespassers, and to make reports of trespass to this Board for such action as they might deem proper.

(b) There came for approval the proposal to lease to one of three persons the house situated on the highland out of the tract purchased by the District from the Liles Heirs. There was full consideration of these three proposals, whereupon Director Hickman made a motion that the House do be leased to B. L. Brown, in consideration of the sum \$111.75, and to cover the period from January 1st to December 31, 1931; subject only to the actual payment of said check, and the execution of the usual formal written lease. Further, that the check for \$111.75 tendered by Gale Wood do be returned to him, and that the \$6.00 in money tendered by Mr. Taylor do be returned to him, with notice to both that their tenders had been rejected. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

(c) It was the sense of the Directors that letters should be written to Mr. Gomer Jones and Mr. William Carraway, both of Bridgeport, advising them that it was the desire of the District that they vacate the houses now occupied by them and situated on the land purchased from the Cactus Hill Land & Cattle Company.

No further business was presented and the meeting was adjourned.


As Acting Secretary

APPROVED:

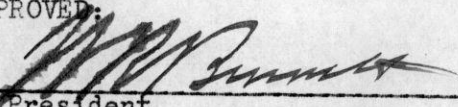

As President

EXHIBIT "A"
12/22/30

MINUTES OF A called SESSION OF THE COMMISSIONERS' COURT
OF WISE COUNTY, TEXAS, HELD IN THE COMMISSIONERS COURT ROOM,
IN THE COURT HOUSE AT DECATUR, TEXAS, ON THE 20th
DAY OF DECEMBER, A. D. 1930, AT 11:30 O'CLOCK A.M.

At this time and place there appeared Carl Faith, the duly qualified County Judge of Wise County, Texas, W. H. Walker, Commissioner of Precinct No. 1, Dick Robinson, Commissioner of Precinct No. 2, Abe Birdwell, Commissioner of Precinct No. 3, and A. L. Louwell, Commissioner of Precinct No. 4, which named Commissioners are the duly constituted and qualified Commissioners for the respective County Commissioners' Precincts of Wise County, wherefrom it appears that there were present and participating in this Session all persons designated by law to constitute the Commissioners' Court of Wise County, Texas. The Honorable Carl Faith presided in his capacity as County Judge of Wise County, Texas, and Douglas Dickson acted as Clerk to the Court in his usual and lawful capacity.

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

Judge Faith stated that this meeting had been called to consider and take final action upon the proposed accord and satisfaction of certain matters in controversy as between Wise County and Tarrant County Water Control and Improvement District Number One, and relating particularly to the payment of money to Wise County by said District, as a compromise of existing disputes, and for the primary purpose to avoid litigation.

1.

Thereupon Commissioner A. L. Louwell, presented for consideration a resolution which is in words, figures and symbols as follows, viz:

"STATEMENT OF CONDITIONS, FACTS, AND AGREEMENTS, CONCERNING AN
"ACCORD AND SATISFACTION OF CERTAIN CLAIMS, AND RESOLUTION BASED
" THEREON.

"Tarrant County Water Control and Improvement District Number One

①
"(hereinafter referred to as 'said District' or 'the District'), a body politic
"and corporate under the laws of Texas, having its domicile and office in Fort
✓ "Worth, Tarrant County, Texas, is constructing certain reservoirs for the stor-
✓ "age and control of water, which reservoirs are respectively conditioned and
"designated as follows, viz:

" (a) Known as 'Eagle Mountain Lake', which is situated partly in
"Road Districts Nos. 4 and 5 of Wise County, Texas. This Lake is to be produc-
"ed by a dam to have spillway level of 649 ft. above mean sea level, as estab-
"lished by the bench marks of the Federal Government, in the affected area:
"This will identify the level of water to be normally stored for beneficial use.
"By the design of the proposed works, and at times of abnormal flood, when the
"flood gates are closed, it is anticipated that there will be a temporary water
"line at 668 ft. above mean sea level. The construction, maintenance and oper-
"ation of said works will cause to be constantly submerged, and at times of
"flood, to be temporarily submerged, certain existing roads in Wise County,
"which roads at present traverse some portion of the basin which will be created
"by the construction of said works. This will result in leaving portions of
"said roads as stub roads leading to, or from, water's edge. Due to the antici-
"pated maintenance and operation of said reservoir, the Commissioners' Court
"of Wise County has deemed it necessary for Wise County to construct other roads
"which will in general run approximately parallel with the water to be stored.
"Wise County has heretofore contended that said District should pay to said
"County the value of the roads to be submerged, and should pay for, or contribute
"to, the cost of providing other facilities for travel, deemed by Wise County to
"be necessary by reason of the anticipated maintenance and operation of said res-
"ervoir: This claim has not been recognized by said District, it being contended
"by it that it was not lawfully liable to Wise County for any sum whatever by
"reason of the premises, and that this District would have no lawful power to
"construct roads, or to contribute to the cost of roads, save and except such
"roads as were reasonably required to enable it to construct, maintain and op-
"erate its works, and, or, to enable it to have access to marginal lands owned
"by it; to relieve it from possible claims by other owners of marginal lands in
"case means of access to such lands are destroyed; and finally to enable said
"District to police its body of water and the lands forming margins thereof
"for the purpose of preserving the purity of the water to be stored by it.

3
" (b) Known as 'Bridgeport Lake,' situated in greater part in
"Road District No. 3, of Wise County, Texas. The dam proposed to create
"this reservoir is to have spillway elevation at 830 ft. above mean sea lev-
"el. It is predicted by the Engineers for said District that at times of
"abnormal flood, when the flood gates are closed, there will be temporarily
"produced a maximum flood line at 851 ft. above mean sea level, to be deter-
"mined by the Federal Government bench marks in the affected area. The con-
"struction and maintenance of this reservoir will affect certain existing
"roads and, or, the necessity to construct other roads, in all manners com-
"parable to the conditions set out in paragraph (a), foregoing, with refer-
"ence to 'Eagle Mountain Lake.' The contentions made as between Wise County
"and said District with reference to the Bridgeport reservoir are in princi-
"ple identical with the contentions made with respect to 'Eagle Mountain
"Lake.'

" 2.

2
" O. W. Hunn, County Engineer of Wise County, has prepared and filed
"in the records of this County a detailed maps showing the land survey lines
"in the area to be affected by the construction of said two reservoirs; also,
"showing the existing roads traversing the basin to be created by said reser-
"voirs, and as well showing certain other roads either in process of construc-
"tion, or deemed by Wise County necessary to be constructed to afford facili-
"ties for travel in the areas affected by the proposed changed physical con-
"ditions: Copies of said original maps have been furnished to said District
"and they now are on file in its office as public records. Said maps show
"the location of the maximum flood lines to be produced by said works, as
"predicted by the Engineers for said District: Said predicted maximum flood
"lines as located on said map have been considered, and shall be considered,
"as fixing the degree to which affected roads may be submerged by reason of
"the construction and operation of said reservoirs, and as a basis for reach-
"ing an accord between Wise County and said District, as now proposed. Flood
"lines which may occur in the state of nature, and independently of the effect
"of the construction and maintenance of said works by said District, have not
"been considered, and shall not be considered, in determining any present or
"future liability of said District to Wise County. Reference is here made to

"said maps, as now on file, as part hereof. As a condition of the accord and
"satisfaction now proposed, it has been agreed between Wise County and said
"District that if, in actual experience, the construction and operation of
"said works, independently of natural conditions, should cause maximum flood
"lines to cover lands outside the limits as shown on said maps, that Wise
"County should not be held to be estopped to make claim against said District
"for such injury or damage as might be caused its County roads by flood lines
"higher than those shown to have been anticipated by said maps: This recitation,
"however, shall not be held to preclude said District from showing that damages
"to roads at elevations higher than the marginal flood line hereinabove refer-
"red to has been caused independently of the construction, maintenance and oper-
"ation of said works.

" 3.

" It is now proposed as a condition of the accord and satisfaction to
"be based hereon, that Wise County shall not by the adoption hereof be held to
"have waived any demands which she now lawfully has, or which she hereafter
"lawfully may have, against said District, concerning matters of taxation of
"lands which now are, or which hereafter may be, owned by said District.

" 4.

" Neither shall the accord proposed hereby be held to take away from
"Wise County any lawful claim which it may now have against the Contractors
"of said District, by reason of the prior destruction of the steel bridge over
"Hunt Creek.

" 5.

" There has been long continued contention and negotiation as between
"Wise County and said District, in the effort to reach an accord, to the end
"that both parties might avoid litigation which would prove expensive and pro-
"tracted, in such manner that the financial affairs of both parties would have
"long remained in a condition of uncertainty: Therefore, in consideration of
"the premises, the herein agreed sum is to be paid by said District, and accept-
"ed by Wise County, as effecting a complete accord and satisfaction as herein
"set forth.

" It has now been agreed by the Board of Directors of said District
 "that it would pay to Wise County the sum of \$45,000.00, as consideration for
 "a full and complete accord and satisfaction of all the matters now in con-
 "troversy between Wise County and said District, or which, in the absence of
 "an accord and satisfaction, otherwise might be in dispute as between Wise
 "County and said District, concerning those matters which are hereinbefore
 "related and to be effected in the form set out in the resolution hereunto
 "appended. The Attorneys for said District are present in Court at this
 "time, and stand ready to deliver to Wise County a Voucher Check of said
 "District No. 2331, drawn on and certified by Continental National Bank
 "of Fort Worth, Texas, payable to the County Treasurer of Wise County, Texas,
 "for the sum Forty-Five Thousand (\$45,000.00) Dollars.

" NOW THEREFORE, be it ordered and decreed by the Commissioners'
 "Court of Wise County, Texas, as the act and deed of said County, as follows,
 "viz:

" (a) Wise County, Texas, hereby (save as excepted by
 "the recitation of the facts hereinbefore set forth) does in all things re-
 "lease Tarrant County Water Control and Improvement District Number One, from
 "any and all claims or demands, of whatever character, which have arisen, or
 "which, in the absence of this accord and satisfaction, might be asserted by
 "Wise County against said District, by reason of the construction, maintenance
 "and operation of the Eagle Mountain reservoir and the Bridgeport reservoir,
 "together with the works appurtenant thereto; and further, all claims and
 "demands of whatever character which might, in the absence of this accord and
 "satisfaction, have been, in the future, asserted by this County against said
 "District because of the construction, maintenance and operation of said Eagle
 "Mountain reservoir and said Bridgeport reservoir, hereby are established to
 "have been precompensated, liquidated and extinguished, by the payment to Wise
 "County, Texas, of the sum Forty-Five Thousand (\$45,000.00) Dollars, in lawful
 "money of the United States of America; This order is intended as a complete
 "and absolute accord and satisfaction of all present, and as well of all po-
 "tential, claims and demands having relation, or to have relation, to the
 "construction, maintenance and operation of said two reservoirs.]

" (b) Further, as consideration for the payment to
"Wise County of said sum Forty-Five Thousand (\$45,000.00) Dollars, Wise
"County, Texas, hereby does stipulate and agree that it will not abandon
"any existing road crossing the basin of said two proposed reservoirs,
"which, after submergence of parts thereof, will be stub roads, leading
"to lands forming the margins to said Lakes, and which existing stub roads
"will be specifically shown on the maps hereinabove referred to as part
"hereof: On the other hand, Wise County, Texas, hereby does agree that it
"will perpetuate and maintain the same, in condition as good as, or better
"than, the same now are; or, alternately, that it will provide and maintain
"a suitable substitute for each of said stub roads, in such manner that
"said stub roads will form connections with other County roads affording
"reasonable facilities for access to the land forming the margins of said
"two Lakes.]

" (c) It is further ordered that the County Treasur-
"er of Wise County, Texas, do receive into his possession the certified check
"hereinabove described, and place the same in the appropriate funds of this
"County. It is further ordered that the Clerk of this Court furnish and de-
"liver to Tarrant County Water Control and Improvement District Number One,
"without cost to it, a true and certified copy of the Minutes of this Session
"and the contained resolution.

" (d) This order shall be in full force and effect
"from the instant of its adoption and the certified copy hereof delivered to
"said District shall be full evidence to it of the accord and satisfaction
"hereby effected, and the same shall be received by all persons, and in all
"Courts, as the best evidence of the intent and effect hereof: In All things,
"So Be It Ordered."

There was full consideration of the foregoing "State-
ment of conditions, Facts, and Agreements, Concerning an accord and satisfaction
of certain claims, and resolution based thereon," WHEREUPON Commissioner

A. L. Louhwell, moved that said resolution be adopted as the order of this Court and as the act and deed of Wise County, Texas.

This motion was seconded by Commissioner Alvo Birdwell.

Upon a vote being taken, Commissioners W. H. Walker,

Dick Robinson, Alvo Birdwell,

and A. L. Louhwell, voted for the motion, and no Commissioner voted against the motion: The motion having been carried by a unanimous vote, it is so ordered and decreed.

IN TESTIMONY hereof, there shall be subscribed hereto the name of Wise County, Texas, By Carl Faith, County Judge of Wise County, Texas,

W. H. Walker, Commissioner of Precinct No. 1;

Dick Robinson, Commissioner of Precinct No. 2;

Alvo Birdwell, Commissioner of Precinct No. 3; and

A. L. Louhwell, Commissioner of Precinct No. 4, with the

attesting hereof by Lory D. White, County Clerk of Wise County, Texas, By

Douglas Dickson, Deputy, who shall affix hereto the seal of said County.

WISE COUNTY, TEXAS,

BY Carl Faith
Carl Faith, Judge of Wise County, Texas

W. H. Walker
Commissioner of Precinct No. 1

Dick Robinson
Commissioner of Precinct No. 2

Alvo Birdwell
Commissioner of Precinct No. 3

A. L. Louhwell
Commissioner of Precinct No. 4

ATTESTED:

Lory D White
County Clerk of Wise County, Texas,

BY: Douglas Dickson Deputy.

THE STATE OF TEXAS

COUNTY OF WISE



I, Lory D. White, Clerk of the County Court and Ex-Officio Clerk of the Commissioners' Court of Wise County, State of Texas, do hereby certify that the above and foregoing is a true and correct copy of the Original Minutes of the stated meeting of the Commissioners' Court of Wise County, Texas, held on December 20th, 1930 at 11:30 o'clock A. M., as the same appears of record in Book 6, of the Minutes of Said Court.

Given under my hand and seal of office, at office in Decatur, Texas, on this the 20th. day of December, A. D. 1930.

Lory D. White

Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Wise County, Texas.

By Douglas Dickson Deputy.

