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2. 11.

MINUTES OF A CALLED MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE ON OCTOBER 16, 1931, AT NOON

The roll call disclosed the presence of all directors as follows:

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

There were also present:

Sidney L. Samuels and
Ireland Hampton, as Attorneys for the District.

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

The object of the call for this Meeting was to consider a proposal to postpone sale of bonds of the District, Series D, \$1,250,000.00, now set for October 28, 1931: Also, to consider a proposed letter to Mr. Robert Harrison, as General Attorney for the C. R. I. & G. Ry. Co.

1.

There was a general discussion of the proposal to postpone the sale of bonds now set for October 28. It was the sense of the Directors that this proposal should be referred to Director Bewley, as Chairman of the Finance Committee, for such action as he might deem to be for the best interest of the District: It was so ordered.

2.

Sidney L. Samuels and Ireland Hampton, as Attorneys for the District, submitted to the Directors a letter proposed to be written in the name of the District and to be signed by Director Bennett, in his capacity as President of the

District, addressed to Mr. Robert Harrison of Fort Worth, in his capacity as General Attorney for the Chicago, Rock Island and Gulf Railway Company, and relating to the matters now pending between the District and the Railway Co. The letter was considered, was unanimously approved by the Directors, was signed by President Bennett, and was ordered transmitted. A copy of said letter is attached hereto as part hereof, and is marked "Exhibit A," for identification.

No further business was submitted and the meeting was adjourned.

W. T. Dimpling.
As Secretary

APPROVED:

W. H. Bennett.

"EXHIBIT A"
10/16/31.

October 15th, 1931.

Mr. Robert Harrison,
General Attorney,
Chicago, Rock Island & Gulf Railway Co.,
Transportation Building,
Fort Worth, Texas.

Dear Mr. Harrison:

Pursuant to discussions heretofore held between you and your associates with this Board, we venture to make the following proposal for the purpose of avoiding litigation and not as a concession or admission of liability on the part of this District:

I.

We will pay your Company the sum of Two Hundred Forty-three Thousand, Two Hundred Eighteen & No/100 (\$243,218.00) Dollars, in full and complete settlement and satisfaction of the taking of any part of your line of railway track, Wise County, Texas, and any claim of damage and injury to the remainder thereof, caused or brought about by the construction of our dam and the effect of the waters thereof on the property of your Company.

The payment of the money here tendered is to be made in such manner as will safeguard the objects sought to be attained by this District. In other words, payment of the money shall be made under conditions that will assure the removal of your tracks and other structures with all possible dispatch so that the District may proceed unimpeded with its work in that vicinity, close the gap in the Berkshire Levee, and actually utilize the Bridgeport Reservoir with flood protection particularly in mind.

This proposition is made subject to acceptance by a date not later than November 1st, 1931.

II.

If the foregoing proposal is not accepted, then for the purpose of simplifying condemnation proceedings, we suggest the following terms of agreement thereon:

#2, Mr. Harrison.

(a) The value of the 3.98 miles of your right of way which will lie between the eastern toe of the Berkshire levee and the maximum predicted flood line, shall be agreed to be One Hundred Twenty-eight Thousand, Five Hundred Thirty-eight & No/100 (\$128,538.00) Dollars, which amount has been arrived at by splitting the difference between the value as found by our engineers and as found by yours.

(b) The value of the 9.54 miles of right of way (which represents the linear extent of right of way which you now propose to abandon) shall be agreed to be Two Hundred Forty-three Thousand Two Hundred Eighteen & No/100 (\$243,218.00) Dollars, an amount which has been arrived at in same manner as that stated in subdivision "a" hereof.

(c) At such time as the condemnation has proceeded to an actual award by the appraising Commissioners, then in lieu of statutory deposit, we will actually pay to your Company the sum of One Hundred Twenty-eight Thousand, Five Hundred Thirty-eight & No/100 (\$128,538.00) Dollars (representing the agreed value of the 3.98 miles of right of way above mentioned) which payment is to be made upon condition that the Railroad Company will give to this District satisfactory assurance that it can and will proceed with the utmost diligence to provide its substitute facility and thereby enable this District to close the gap in the Berkshire levee, and proceed at the earliest practicable date, to the full use of the Bridgeport Reservoir.

(d) The payment of the amount of money set up in subdivision "c" herein, and the acceptance thereof by the Railroad Company, shall not in anywise operate to estop the Railroad Company from contending for an amount in excess thereof during further progress of the condemnation proceedings; nor, on the other hand, shall such payment operate to estop this District from contending for a less amount than the award of said Commissioners provided that such amount exceeds said sum of One Hundred Twenty-eight Thousand, Five Hundred Thirty-eight & no/100 (\$128,538.00) Dollars.

(e) The proposals contained in subdivision II of this letter are to be accepted or rejected in their entirety by November 1st, 1931.

Very respectfully,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

By (Signed) W. R. Bennett,
President.