

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 IN FORT WORTH, TEXAS, ON THE
27TH DAY OF NOVEMBER, 1933, AT 3 P. M.

The call of the roll disclosed the presence of all Directors, as follows, v i z:

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

At this meeting W. R. Bennett presided as President; Director Stripling acted in his capacity as Secretary.

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

1.

Minutes of meetings of the Board of Directors were read, approved and ordered of record, as follows:

Minutes of October 16, 1933, 3:30 P. M.
Minutes of October 24, 1933, 3:00 P. M.
Minutes of October 30, 1933, 3:00 P. M.
Minutes of November 13, 1922, 7:45 P. M.

2.

President Bennett and Mr. Nichols (of the Engineers for the District) made oral report of the action in procuring Civil Works labor for the removal of second growth trees in the Eagle Mountain Reservoir. This report included statements that the labor had been procured upon the agreement of the District to provide axes, and other small tools. It was stated that such tools had been provided at a total cost not to exceed \$60.00. On consideration of this matter, Director Hickman moved that the agreement be approved; that the purchase of the tools now made be approved and that other tools, if required, be purchased to care for additional labor, if the same becomes obtainable. This motion was seconded by

Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

3.

There was presented to the Directors a communication from the District Engineers, dated November 20, relating to a desire for authorization of two metal signs for mounting at the Bridgeport Dam. It was suggested that these signs should bear the legend: "Public Property. Please Help Us Preserve It." Director Hogsett made a motion that authorization of purchase of the signs be made. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

4.

There was presented to the Directors a communication from the District Engineers, dated November 20, relating to the probability that the State Highway Department was considering giving aid to Wise County on secondary roads; that this probably would include providing a stone surface on the road from the city of Bridgeport to the Bridgeport Dam. It was the understanding that this would be done upon a condition that this District would permit the Highway Department to take stone from the lands owned by the District, and conveniently located. On consideration of this matter, Director Hickman made a motion that the District approve the proposal and that it do permit stone for that purpose to be taken from the District's open quarry on the land purchased from the Liles heirs. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented for consideration a communication from the Engineers, dated November 21, 1933, relating to the efforts being made by the

Engineers and Attorneys for the District, to induce Wise County Water Control and Improvement District Number One, and Wise County, to make application to the Wise County Unemployment Relief Board, for the furnishing of labor and tools to be used in increasing the flow-way in the Boyd-Paradise area, in Wise County, under plans now in the file of the District's Engineers. It was the sense of the Directors that these efforts should be continued and it was so ordered.

6.

There was presented to the Directors a proposed petition to Reconstruction Finance Corporation, for authority to use not to exceed \$3,000.00, from the District's R. F. C. Special Fund, under subdivision (f) of Section 2 of Schedule A, for making available to the District money to be used in providing superintendence, some materials and tools, in order to procure cooperation of the Civil Works authorities, upon certain projects set out in the petition. Director Bewley made a motion that the petition be executed in the name of the District and sent forward to Reconstruction Finance Corporation for its action thereon. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

7.

(1) There was presented to the Directors a letter written by H. C. McClure, as County Judge of Jack County, Texas, dated November 18, 1933, wherein it was stated that Jack County cannot accede to the recent proposal made by this District, in settlement of the road claims of Jack County against the District; but, that the County would receive in settlement of the claim either five bonds and \$500.00 in cash, or six bonds. Upon consideration of this matter, Director Stripling made a motion that the District do tender to Jack County, in

settlement of said claims, five bonds of the district, of the first maturities available plus the interest accrued on the coupons maturing Sept. 15, 1934, and a balance to make up \$500.00 (the cash and accrued interest to equal \$500), the cash involved to be paid to Jack County at such time as the required sum might be available in the District's Construction Fund. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered. (See "Ex. A"—Settlement Jack County Road Damage).

8.

There was brought to the attention of the Directors absolute necessity for the District to procure a file of width for legal documents. Mr. Cheatham explained that he had been unable to find a used file in the city, and that a new file would cost \$57.15. He urged the purchase of the same, whereupon Director Hogsett made a motion that the purchase of a file be authorized. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

9.

Director Hickman, on behalf of the Land Committee, reported upon proposed leases to cover the period from December 31, 1933, to December 31, 1934. as follows:

PROPOSAL OF	FOR LEASE OF LAND PURCHASED FROM	TRACT #	APPROX ACRES	TOTAL CON- SIDERATION	AMOUNT ACCOMPANYING PROPOSAL		BALANCE DUE
					CASH	CHECK	
L.E.Gilley	T.M.Dunaway	313	83.94	\$ 50.00	\$ 50.00	-	-
F.A.Hudgins	Albert Shaw	271	82.00	76.50	76.50	-	-
Harry M. Courtney	J.W.Carroll	262	109.00	120.00	\$80.00	-	\$ 40.00
J.E.Williams	L.H.Hill	311	75.00	75.00	20.00	-	55.00
J.H.Spencer	Knox Hutchison	280	101.50	125.00	-	125.00	-
J.D.Portwood	T.A.Gantt	299) 300) 302)	63.34	75.00	25.00	-	50.00
J.W.Pope	A.B.Harmon	269	71.00	98.00	84.00	-	14.00

There was full consideration of each of said proposals, and consummation of said proposal was recommended by Director Hickman and Director Stripling. Thereupon Director Stripling moved that said leases do be approved and consummated; subject only to the actual payment in cash of the recited considerations, prior to December 15, 1933, and the execution of written lease containing the provisions in use by this District. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

10.

No further business was presented and the meeting was adjourned.

W. K. Stripling
As Secretary

APPROVED:

W. K. Stripling
As President

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MINUTES OF A Called SESSION OF THE COMMISSIONERS'
COURT OF JACK COUNTY, TEXAS, HELD IN THE COMMISSIONERS' COURT ROOM
IN THE COURT HOUSE AT JACKSBORO, TEXAS, ON THE 23rd
DAY OF DECEMBER, A. D. 1933, AT 2 O'CLOCK P. M.

At this time and place there appeared H. C. McClure, the duly qualified County Judge of Jack County, Texas, W. E. Lanham, Commissioner of Precinct No. 1, L. E. Johnson, Commissioner of Precinct No. 2, T. M. Bruce, Commissioner of Precinct No. 3, and D. D. Gillespie, Commissioner of Precinct No. 4, which named Commissioners are the duly constituted and qualified Commissioners for the respective County Commissioners' Precincts of Jack County, wherefrom it appears that there were present and participating in this Session all persons designated by law to constitute the Commissioners' Court of Jack County, Texas. The Honorable H. C. McClure presided in his capacity as County Judge of Jack County, Texas, and J. V. Boley 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 McClure 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 Jack County and Tarrant County Water Control and Improvement District Number One, and relating particularly to the payment of money to Jack County by said District, as a compromise of existing disputes, and for the primary purpose of avoiding litigation.

1.

Thereupon Commissioner W. E. Lanham, 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

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Tarrant County Water Control and Improvement District Number One (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, has constructed a reservoir known as 'Lake Bridgeport' for the storage and control of water, which reservoir in time to come will cause water to cover certain portions of a road in Jack County, known as 'The Sand-Flat Wizard Wells Road.' The dam behind which water will accumulate is to have spillway elevation at 830 feet above mean sea level. It is predicted by the engineers for said District that at times of high flood, when the flood gates of said dam are closed, there will be a temporary water line, producing a maximum flood line at 851 feet above mean sea level, to be determined from the Federal Government's benchmarks in the affected area. There is now on file in the records of this Court a map of said area, showing the road herein referred to, and showing the elevation of water at spillway level and at time of maximum high water, in accordance with the elevations hereinbefore stated. Reference here is made to said map as part hereof.

The construction, maintenance and operation of said reservoir, with approximate constancy will cover that part of said road lying lower than elevation 830 feet, and at time of high flood may cause temporary inundation of said road up to the elevation designated as 851 feet above mean sea level, as indicated on said map. This condition will result in severing said road and leaving other parts thereof as stub-roads leading to, or from, water's edge. By reason of the conditions hereinbefore related, the Commissioners' Court of Jack County, Texas, have deemed it necessary to make certain changes in its road system, in such manner as will permit convenient highway travel in the area affected, and heretofore have contended that said District should pay to said County the value of the road to be submerged, and should pay for, or contribute to, the cost of

providing other facilities for travel: This claim has not been recognized by said District, it being contended by it that it was not lawfully liable to Jack County for any sum whatever by reason of the premises, and that said District would have no lawful power to construct roads or to contribute to the cost of roads, save and except such roads as reasonably were required to enable it to construct, maintain and operate its works; and, or, to enable it to have access to marginal lands owned by it; to relieve it from possible claims by owners of marginal lands in case means of access to such lands were destroyed; and finally, to enable said district to police its body of water and the lands forming margins thereto for the purpose of preserving the purity of the water to be stored by it.

2.

The map hereinbefore referred to as part hereof shall be considered as fixing the degree to which said road may be submerged by reason of the construction and operation of said reservoir, and the accord and satisfaction hereinafter provided for shall not be deemed to cover any injury growing out of submergence substantially exceeding that indicated upon said map, viz: Exceeding 851 feet above mean sea level. Flood lines which may occur in the state of nature and independently of the effect of the construction and the maintenance of said works by said District have not been considered, and shall not be considered, in determining any prior or future liability of said District to Jack County. The recitations herein contained shall not be held to preclude said District from showing that injury to roads at elevations higher than the marginal flood line hereinbefore referred to have been caused independently of the construction, maintenance and operation of said works. Further, it is anticipated that Chicago, Rock Island and Gulf Railway Company may desire to relocate its railroad so that it will run approximately parallel to the Southerly edge of said Lake Bridgeport and that in so doing it may require that Jack County relocate certain parts of its road in the area to be affected by the relocation of the railroad. In case such relocation of the railroad occurs, and there be a consequent relocation of the County road, Jack County is to have and retain, free from any effect of the accord to be effected hereunder, all lawful rights, if any, which it may have as against

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said railroad and as against said District, in the same manner as would exist in the absence of this accord.

3.

There has been long and continued contention and negotiations as between Jack County and said District, in the effort to reach an accord, to the end that both of said parties might avoid litigation which would prove expensive and protracted, in such manner that the financial affairs of both parties would long remain in a condition of uncertainty: Therefore, in consideration of the premises: Said District has agreed to make compensation to said County as hereinafter is specified and Jack County has agreed to accept said compensation, as effecting a complete accord and satisfaction of all controversies, claims and matters herein set forth and as to which specific exception has not been made herein. It now has been agreed by the Board of Directors of said District that it deliver to Jack County compensation and consideration as follows: The delivery to the Commissioners' Court of Jack County of five (5) bonds of said District, of its "Series D," each for the principal sum One Thousand (\$1,000.00) Dollars, bearing interest payable semi-annually at the rate of five (5%) per centum per annum, maturing one (1) bond in each of the years, 1965, 1966, 1967, 1968 and 1969, having attached the interest coupons maturing on March 15, 1934, and subsequent years. The interest accrued on said bonds between September 15, 1933 and this date (\$ 67.71), shall be credited by Jack County upon additional compensation in the sum Five Hundred (\$500.00) Dollars, and the balance required to complete satisfaction of said additional sum shall be paid by said District to Jack County, as soon as money may be made available therefor in the Construction Fund of the District. The representative for said District is present in this Court at this time and has delivered to the Court for the use and benefit of Jack County the five (5) bonds hereinbefore described, together with a certified copy of the minutes of a meeting of the Board of Directors of said District showing authority for the agreement to be evidenced hereby, which agreement is as follows:

(a) Jack County, Texas, save and except as limited by the reservations hereinbefore set forth, does in all things release 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 Jack County against said District, by reason of the construction, maintenance and operation of said Bridgeport Reservoir, together with the works and appurtenances 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 said construction, maintenance and operation, hereby are established to have been precompensated, liquidated and extinguished by virtue of the valuable consideration this day placed by said District in the possession and control of Jack County. This order, save as to the express reservation made herein, is intended to evidence and establish a complete and absolute accord and satisfaction of all present and as well of all potential claims or demands having relation, or to have relation, to the construction, maintenance and operation of said Bridgeport Reservoir.

(b) As further consideration for the compensation this day made by said District, Jack County, Texas, hereby does stipulate and agree that it will not abandon any existing road crossing the basin of said reservoir, which road after submergence of parts thereof, will be stub roads leading to lands forming the margins to said lake. On the other hand, Jack County hereby agrees that it will perpetuate and maintain the same as stub roads in condition as good as, or better than, the same now are; or, alternately, that it will provide and maintain a suitable substitute for any abandoned stub road in such manner that said stub road, or roads, will form connections with other County roads affording reasonable facilities for access to the land forming the margin of said reservoir.

(c) It is further ordered that the statutory depository of Jack County do receive into its possession for safe keeping the bonds hereinbefore described and that the same do be held by said depository subject to the further orders of this Court. It is further ordered that the Clerk of this Court fur-

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nish and deliver to said District, without cost to it, a true and certified copy of the minutes of this session of the Court.

(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 Courts and all persons as the best evidence of the intent and effect hereof: In all things, so be it ordered."

There was full consideration of the foregoing statement of conditions, facts and agreements, and the resolution based thereon, whereupon Commissioner W. E. Lanham moved that said resolution be adopted as the order of this Court and as the act and deed of Jack County, Texas. This motion was seconded by Commissioner D. D. Gillespie. Upon a vote being taken Commissioners W. E. Lanham, L. E. Johnson, T. M. Bruce, and D. D. Gillespie, 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 Jack County, Texas, by H. C. McClure, County Judge of Jack County, Texas; W. E. Lanham, Commissioner of Precinct No. 1; L. E. Johnson, Commissioner of Precinct No. 2; T. M. Bruce, Commissioner of Precinct No. 3; and D. D. Gillespie, Commissioner of Precinct No. 4, with the attesting hereof by J. V. Boley, County Clerk of Jack County, Texas, who shall affix hereto the seal of said Court.

JACK COUNTY, TEXAS,

By H. C. McClure
County Judge of Jack County, Texas.

W. E. Lanham
Commissioner of Precinct No. 1

L. E. Johnson
Commissioner of Precinct No. 2

T. M. Bruce
Commissioner of Precinct No. 3

D. D. Gillespie
Commissioner of Precinct No. 4

ATTESTED:

J. V. Boley
County Clerk of Jack County, Texas.

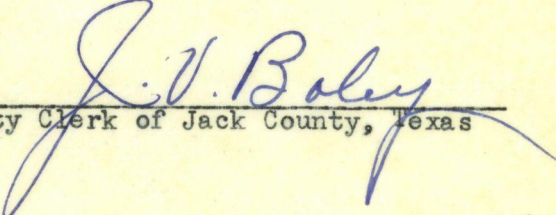
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STATE OF TEXAS)

JACK COUNTY)

I HEREBY certify that the hereto attached instrument of writing is a true copy of the Minutes of the Called Session of the Commissioners' Court of Jack County, Texas, held on December 23, 1933, as is set forth in said Minutes.

For identification of said document I have written my initials upon each page thereof.

WITNESS MY HAND AND SEAL of office on this the 23rd day of December, 1933.


County Clerk of Jack County, Texas

EXCERPT FROM:

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 IN FORT WORTH, TEXAS, ON THE
27TH DAY OF NOVEMBER, 1933, AT 3 P.M.

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

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

At this meeting W. R. Bennett presided as President; Director Stripling acted
in his capacity as Secretary.

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

x x x x

7.

There was presented to the Directors a letter written by H. C. McClure as County Judge of Jack County, Texas, dated November 18, 1933, wherein it was stated that Jack County cannot accede to the recent proposal made by this District, in settlement of the road claims of Jack County against the District; but, that the County would receive in settlement of the claim either five bonds and \$500.00 in cash, or six bonds. Upon consideration of this matter, Director Stripling made a motion that the District do tender to Jack County, in settlement of said claims, five bonds of the district, of the first maturities available plus the interest accrued on the coupons maturing March 15, 1934, and a balance to make up \$500.00 (the cash and accrued interest to equal \$500.00), the cash involved to be paid to Jack County at such time as the required sum might be available in the District's Construction Fund. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

x x x x

10.

No further business was presented and the meeting was adjourned.

APPROVED:

(Signed) W. R. Bennett
As President

(Signed) W. K. Stripling
As Secretary

STATE OF TEXAS)

TARRANT COUNTY)

I HEREBY CERTIFY that the hereto attached instrument of writing is a true copy of the Minutes of the Called 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 27th day of November, 1933, at 3 P. M., as appears from the Minutes of record in the records of said District. For identification of said copy, I have written my initials upon the same.

WITNESS MY HAND and seal of Tarrant County Water Control and Improvement District Number One, on this the 20th day of December, A. D. 1933.



J. R. Chatham

As Custodian of Records and Acting Secretary.

Jacksboro, Texas,

December 23, 1933.

RECEIVED OF Tarrant County Water Control and Improvement District Number One, Five Thousand (\$5,000.00) Dollars, par value of its Series "D" 5% Bonds, dated November 16, 1931, with interest coupons maturing March 15, 1934, and subsequent coupons, attached: Said five bonds are described as follows:

<u>BOND NUMBER</u>	<u>MATURITY YEAR</u>	<u>PRINCIPAL</u>
5872	1965	\$1,000.00
5929	1966	1,000.00
5988	1967	1,000.00
6050	1968	1,000.00
6115	1969	1,000.00

Receipt of the above described bonds is acknowledged in accordance with an order passed at a Special Session held on December 23, 1933, by the Commissioners' Court of Jack County, Texas.

JACK COUNTY, TEXAS,

By H. C. [Signature]
County Judge of Jack County,
Texas.