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 JANUARY 25, 1932, AT 3 PM.

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 in his capacity as President; W. K. Stripling acted in his capacity as Secretary.

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

1.

The Minutes of the Meeting of January 19, 1932, were read, approved and ordered of record.

2.

There was presented for approval the tendered bond of L. P. Card, as Tax Collector for the District for the sum $65,000.00, dated January 25, 1932, signed by L. P. Card, as Principal, and Maryland Casualty Company, by Ed Rutledge, Attorney-in-fact, as Surety, wherein this District is the obligee. This bond was accompanied by authorizing telegram, dated January 23, and by Special Power of Attorney executed by Maryland Casualty Company on January 23, 1932. Said bond together with the authority for execution thereof is attached to these Minutes as "Exhibit A," and hereby is made part hereof. Upon consideration of this matter it was determined that the bond complied with the prior orders of this District, whereupon Director Hogsett made a motion that the bond as tendered do be approved and accepted. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

Attached to these Minutes as "Exhibit B," is a letter signed by John B.Hawley, Engineer for the District, dated January 25, 1932, relating to a claim of Mr. Jo. Johnson against the District, based on crop damage incident to the taking of earth from the fifteen (15) acres of land purchased by the District from W. H. Slay. It appeared that the estimate of the damage was made by Major Hawley, and that his agreement to pay the same was in order to prevent a claim for delay by the Contractors against the District, which constituted an emergency. It appeared that the Contractors by agreement with Major Hawley were committed to pay $14.00 on the account. Further, that the claim of Mr. Johnson should be divided by two, due to the fact that he was a crop tenant on a 50-50 basis; that one half of the amount would be payable to W. H. Slay, who was not entitled to collect due to his warranty of title. It appeared that the sum to be paid by the contractors, plus $11.25, would give the total $25.25, which would compensate Mr. Johnson for his proportion of the damage. Upon consideration of this matter, Director Hickman made a motion that the District do approve the payment of $11.25 to compensate John B. Hawley for his commitment to Mr. Johnson; further, that the District Voucher Check No. 2732, for the sum $11.25, payable to John B. Hawley, do be issued and delivered to him, to be applied on the Johnson claim. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

4.

There was consideration of the matter of procuring the registration and return of the District's bonds of "Series D," and the manner of safely keeping

the same until they were sold. Upon recommendation of Directors Bewley and Hogsett, it was the sense of the Directors that the same should be consummated as follows:

(a) That Ireland Hampton and Sidney L. Samuels (or, Mr. Lafferty) do proceed to Austin with the bonds, procure the approval of the same by the Attorney General, and deliver the same to the Austin National Bank, as correspondent for the Continental National Bank for shipment by insured registered mail.

(b) That the District do authorize postal insurance of said bonds in the sum One Million Five Hundred Fifteen Thousand ($1,515,000.00) Dollars, and that the District do reimburse the Continental National Bank for such charges as may be incident to the shipping and insurance of said bonds.

(c) That direction do be given to the Austin National Bank by the Continental National Bank of Fort Worth, to ship said bonds under direction as follows:

" Tarrant County Water Control and
" Improvement District Number One,

" % Continental National Bank,

" Notify E. E. Bewley Fort Worth, Texas."

(d) That the District do omit insurance to cover said bonds between the office of the Comptroller and the Post Office in Austin, Texas.

(e) Further, that Directors Bewley and Hogsett, in their capacity as Custodians of the District Securities, do be authorized and empowered to deliver said bonds for holding in the Trust Department of the Continental National Bank of Fort Worth, Texas, taking the Trust Receipt of said Bank therefor: Further, that they be authorized to insure said bonds in favor of the

District against loss by burglary or theft. Further that the cost of such insurance do be paid by the District. It was so ordered.

5.

There was consideration of the negotiations between the District and Mr. R. L. Morris, relating to the fencing and lease of certain lands of the District in Wise County. Upon discussion of this matter it was the sense of the Directors that Mr. A. L. Culwell, the District's Custodian of the Bridgeport Reservoir, do be requested to make a survey of practical means of fencing District lands and the lease of the same. Further, that he report his recommendations in these matters: It was so ordered.

6.

REPORT OF LAND COMMITTEE

There were presented to the District certain proposals to lease lands of the District, situated in the Eagle Mountain area, for the period between now and December 31, 1932, all covering those portions of lands situated at elevation higher than 649 feet above mean sea level (spillway elevation of the Eagle Mountain Dam), which lands will be identified by reference to the District tract numbers and the name of the owner from whom the District purchased lands, as follows:

(1) W. O. Sligar, 317 Crump St., Fort Worth, Texas: (Tract No. 302 - T. A. Gantt). Approximately 39.80 acres for pasture. The proposed consideration was $75.00, and the proposal was accompanied by check of I. H. Matthews, payable to the District, drawn on the Stock Yards National Bank of Fort Worth, for the sum $75.00. It was reported by Mr. Duke that Mr. Sligar since the proposal had discovered that certain windows had been removed from

the house, and that it was estimated that the cost to restore them would be not to exceed $7.50. Further, that if cost of the windows was not to be borne by the District, Mr. Sligar would withdraw his proposal. Upon consideration of this matter, Director Hickman moved that the proposal as made do be approved and consummated in the usual manner, subject only to the actual payment of said check and the execution of a written lease in the form required by the District. Further, that the District do authorize payment of the cost of the windows and reimburse Mr. Sligar therefor in the sum not to exceed $7.50. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

(2) L. F. Jaquess, Newark, Texas: Proposal to lease approximate 35.96 acres (District Tract No. 292 and 293 - L. F. Jaquess and W. C. Huddleston), to be used for pasture purposes. This proposed consideration was $60.00, of which amount $30.00 in money is in the possession of the District. It was reported by Mr. Duke that the balance of the consideration would be paid within a few days. This proposal bore notation that the house on the Jaquess land was immediately on the edge of the submergence area and that the house should be moved back prior to closing of the Eagle Mountain Gates. It was reported that Mr. Jaquess was willing that the house be moved back at such time as might be required. Upon consideration of this matter Director Hickman made a motion that the lease as proposed do be approved and consummated in the usual manner subject only to the payment of the balance of the rental money within ten days from this time and the execution of formal written lease as required by the District. Further, that the lease be made to include the right of the District to move the house on the Jaquess

to higher land at such time as may be required to avoid submergence. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

No further business was presented and the meeting was adjourned.

W. T. Stripling.
As Secretary

APPROVED:

W M Bennett
As President

S. & S. 42046

No.

"E X H I B I T A"
1/25/32.

Maryland Casualty Company

BALTIMORE

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, L. P. Card, as principal and Maryland Casualty Company, a corporation chartered under the laws of the State of Texas, as Surety, are held and firmly bound unto Tarrant County Water Control and Improvement District, Number One, Fort Worth, Texas, in the penal sum of Sixty-Five Thousand Dollars, ($65,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally by these presents.

The condition of this bond is such that the above bound, L. P. Card, as Tax Collector for Tarrant County, Texas, under contract between him and Tarrant County Water Control and Improvement District, Number One, also is Tax Collector for said district for a term to end September 30th, 1932. The said Card now is under bond to said district in the sum of Thirty Five Thousand Dollars ($35,000.00), which is not deemed sufficient to give adequate protection to the district for the collection of taxes made on and since January 1st, 1932, and hereafter to be made, but not to be paid over to the District until a later day. It has been agreed between said Card and said District that there shall be additional bond security in the sum of $65,000.00, to cover taxes collected on and after January 1st, 1932, and there shall be no liability hereunder concerning taxes collected prior to January 1st, 1932.

NOW THEREFORE, if the said L. P. Card shall faithfully perform his duties as Tax Collector for said Tarrant County Water Control and Improvement District Number One, and pay over to the designated depository of said district all funds or other things of value coming into his hands as such officer for the full term of such agreement, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, in the event of loss hereunder, that the surety shall only be liable for such proportion of the total loss sustained as the bond shall bear to the total amount of the bonds filed protecting such funds.

WITNESS our hands at Fort Worth, Texas, this 25th day of January, A.D. 1932.

L. P. Card
Principal

MARYLAND CASUALTY COMPANY,
By E. D. Kinley
Attorney-in-Fact, Surety.

(See letter authorizing Sanger) date attached).

Power of Attorney from Maryland Casualty Company

To DuBose, Rutledge and Miller, Fort Worth, Texas

Know all Men by these Presents:

THAT the MARYLAND CASUALTY COMPANY, a corporation created by and existing under the laws of the State of Maryland, of the City of Baltimore, Maryland, and authorized by its Charter to transact a general surety business, and qualified to act as surety on bonds to the United States of America, and authorized to act as surety in the State of Texas, in pursuance of the authority set forth in Section 5, Article 4, of the By-Laws of said Company, which said Section has not been amended nor rescinded, and of which Section of said By-Laws the following is a true, full and complete copy:

> "The President, or any of the Vice-Presidents, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto,"

does hereby nominate, constitute and appoint Leonard H. DuBose Or Edward D. Rutledge or Melvin J. Miller

at Fort Worth State of Texas

its true and lawful Attorney -in-Fact, to individually make, sign, acknowledge and to affix the Corporate Seal of the Company, as Surety, to a Public Official bond in the penalty of Sixty Five Thousand Dollars ($65,000.00)

in favor of Tarrant County Water Control and Improvement District No.1, Fort Worth, Texas

to be executed by L. P. Card, Fort Worth, Texas as principal ,

conditioned. for the faithful performance of his duties as Tax Collector for said Tarrant County Water Control and Improvement District No.1, Fort Worth, Texas

hereby approving, ratifying and confirming all that its said Attorney -in-Fact may do or lawfully cause to be done in the premises by virtue of these presents.

IN WITNESS WHEREOF, the MARYLAND CASUALTY COMPANY has caused these presents to be signed by its Vice- President, and its Assistant- Secretary, and its Corporate Seal to be hereunto affixed this 23rd day of January 19 32, at the City of Baltimore, Maryland.

MARYLAND CASUALTY COMPANY,

By R. D. Rutledge

Vice- *President.*

ATTEST: W. B. Harper

Assistant- *Secretary.*

S. & S. 42038. Printed in U. S. A. (OVER)

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 23rd day of January, A. D., 1932, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came R. F. Proctor, Vice-President, and W. T. Harper, Assistant-Secretary of the MARYLAND CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the Seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Lutter S. Lambert
Notary Public.

My commission expires May 1st., 1933

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at B. J. 815 MAIN ST. FORT WORTH, TEXAS

1932 JAN 23 PM 12 32

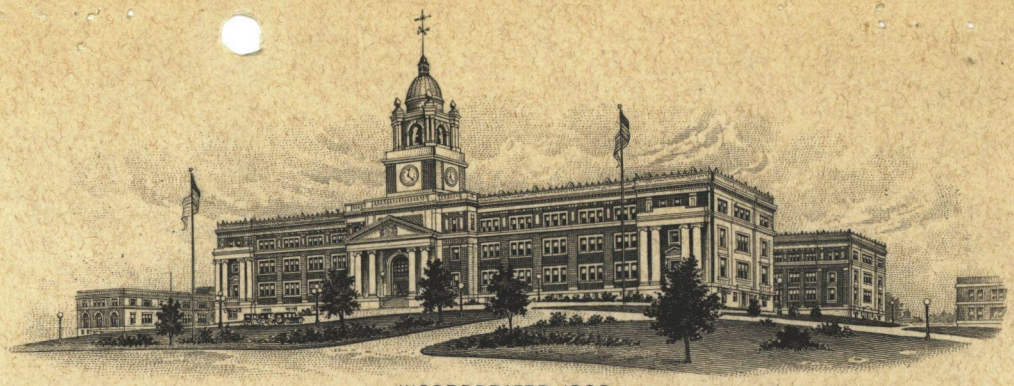
TIME IN TRANSIT 70 MINUTES

FWA85 11=BALTIMORE MD 23 112P

DUBOSE RUTLEDGE AND MILLER=
1509 FTWORTH NATL BANK BLDG=

RE CARD TAX COLLECTOR AUTHORIZE SIXTY FIVE THOUSAND DOLLAR ADDITIONAL BOND=

W T HARPER.



INCORPORATED 1898

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HOME OFFICE. - BALTIMORE

DuBOSE, RUTLEDGE & MILLER
GENERAL AGENTS
1509-10 Fort Worth National Bank Bldg.
FORT WORTH, - TEXAS
PHONE 2-4389

January 27, 1932.

Mr. Ireland Hampton, Attorney
Tarrant County Water Control & Improvement District No. One
Capps Building,
Fort Worth, Texas.

Dear Sir:-

Referring to bond executed by the writer recently on behalf of L. P. Card in favor of your District on January 21, 1932. This will be your authority to change "January 21, 1932" to "January 25, 1932", the effective date of the bond, however, being January 1st, remaining unchanged.

Yours very truly,

DuBOSE, RUTLEDGE & MILLER

By E D Rutledge

EDR*MLR

cc - Public Official Department,
Maryland Casualty Company
Baltimore, Maryland.

DU BOSE RUTLEDGE & MILLER INSURANCE LIABILITY ACCIDENT SURETY BONDS ESTAB 1898 LISHED

CASUALTY INSURANCE AND SURETY BONDS

May 14, 1932

Messrs. DuBose, Rutledge & Miller,
Fort Worth National Bldg.,
Fort Worth, Texas.

RE: Fidelity Insurance — L. P. Card, Tax Collector of this District:
ATTENTION — MR. RUTLEDGE

Gentlemen:

This will confirm telephone conversation with your Mr. Rutledge, had on May 13, 1932, to this effect:

The District desires to make partial cancellation of the Fidelity Insurance carried through you and covering L. P. Card, as Tax Collector for this District. The total insurance now in force is $100,000.00. The District desires cancellation of $45,000.00, leaving balance of coverage by two policies $55,000.00.

When this change has been effected, kindly give us detailed statement concerning the rebate of premium and let us have your check to cover.

Respectfully,
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE,

BY: Irwand Hampton
Attorney.

IH:AM