

OK  
S.H.

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 FEBRUARY 10, 1932, 1:30 P.M.

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

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

1.

Reading of Minutes of prior meetings was omitted due to pressure of time.

2.

Attached to these Minutes as "Exhibit A" is a statement of the financial condition of this District as of February 10, 1932. This statement shows voucher checks 2731 to 2735, both inclusive, for the total sum \$2060.65, as having been issued since January 8, 1932. Said statement further shows proposed Voucher Checks, Numbers 2736 to 2768, both inclusive, for the total sum \$63,500.48, proposed to be issued in payment of sums now due and payable by the District. There was full consideration of Voucher Checks Nos. 2736 to 2764, incl. (Nos. 2765 to 2768, inclusive, being reserved for later consideration), together with the data to support the same, whereupon Director Bewley moved that the District's proposed Voucher checks, consecutive numbers 2736 to 2764, both inclusive, do be issued in payment of the approved accounts and delivered to the

respective persons entitled to receive the same. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

3.

Attached to these Minutes as "Exhibit B" is the Engineers' Estimate of the Progress of the District's Eagle Mountain Work, No. 24, together with data to support the same. This Estimate shows the sum payable to the Contractors of date February 5, 1932, to be \$55,659.20. After consideration of this matter, Director Hickman made a motion that said Estimate do be approved for payment, and that the District's Voucher Check No. 2765, payable to the Contractors, for the sum \$55,659.20, do be issued and delivered to the Contractor as a payment on account; subject, however, to all prior exceptions and all exceptions hereafter which may be made to said account. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

4.

Attached to these Minutes as "Exhibit C" is a letter dated February 9, 1932, from the District's Engineers, reporting that the Contractors now have set the 48 in. gate valves in the South Conduit of the Bridgeport Dam, and that they now should be paid the value of said work in the sum \$1750.00. There was consideration of this matter, whereupon Director Hogsett made a motion that the District's proposed voucher no. 2766, payable to the Contractor, for the sum \$1750.00, do be issued and delivered to the Contractors in payment of said account. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

5.

Attached to these Minutes as "Exhibit D," is a written request of Hawley and Freese, the District's Engineers, being their Estimate No. 29, covering fees claimed as being due to the Engineers by the District. This shows claimed balance due as of February 5, \$4303.76, and requests payment of \$1500.00 on account. This matter was considered, whereupon Director Stripling made a motion that the said request do be granted and that the District's proposed Voucher Check No. 2727, payable to Hawley & Freese, do be issued as a payment on account; subject, however, to all past exceptions. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

6.

Attached to these Minutes as "Exhibit E" is a true copy of a Note, proposed to be executed as the act and deed of the District, dated this day, payable to the Continental National Bank of Fort Worth, on or before 180 days after date, for the sum \$40,000.00. Director Bewley explained that said loan had been agreed to by the Continental National Bank, and that the proposed Note had been drawn in order to effect an emergency loan for the Construction fund of the District, under the provisions of the prior order of this Board, passed on January 14, 1932, as the same appears of record in Minute Book 22, pages 29 and Exhibit referred to.

There was full consideration of this matter, whereupon Director Bewley made a motion that said Note be executed as the act and deed of this District, by W. R. Bennett, as President, and that the same be attested by W. K. Stripling, as Secretary; further, that the sum \$40,000.00

to be loaned by the Continental National Bank to the District do be placed to the credit of the District, in the Continental National Bank, in the Construction Fund of this District. Further, that the District's proposed voucher check Number 2768, payable to the Continental National Bank for the sum \$1200.00, do be executed and delivered to the Bank as interest in advance on the proposed loan at the rate of six (6%) per centum per annum. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

7.

There was presented to the Directors for consideration the following facts: On this day at 10:30 a. m. A. L. Culwell, Custodian of the Bridgeport Reservoir, by telephone reported:

(a) That a son of J. T. Counts had moved into the house on the land purchased from J. J. Boyd, and that he was preparing to make a crop on that land.

(b) Mr. J. T. Counts was soliciting cattle to be pastured on the land now under order of condemnation by this District.

There was full consideration of these matters, whereupon Director Stripling moved as follows: (1) That the Attorneys for the District request Messrs. Burch & Woodruff to secure from the County Judge of Wise County, writ of possession for the land formerly owned by J. T. Counts, and now under order of condemnation by this District; (2) That Messrs. Burch & Woodruff be further requested to proceed against the son of Mr. J. T. Counts, for immediate possession of the Boyd land. This motion was seconded by Director Hickman. Upon a vote being taken, the motion was carried and it was so ordered.

8.

The Directors gave full consideration to the question of the advisability of placing stop logs in the North Conduit of the Bridgeport Dam, whereupon Director Stripling made a motion that the Engineers do be directed promptly to provide for the placing of stop logs in said open conduit, and further that the Engineers give instructions to the Custodian of said Dam to regulate the gates in the South Conduit of said Dam so as to avoid probable threat of inundation of the Rock Island Railway. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

9.

Mr. Nichols of the Engineers made a report concerning power for use at the Bridgeport Dam as follows:

That the Texas Power and Light Company had not yet decided upon the quotation of a permanent rate; that Mr. Dodson, the Local Manager, for the Texas Power and Light Company had quoted a temporary rate as follows:

First 35 K. W. ....	\$4.50
Next 200 K. W. ....	@ \$0.03
All over 235 K. W. ....	@ \$0.02

Further, that there would be adjustment with the Contractors for electric service to February 10.

There was no objection to this temporary arrangement.

10.

REPORT OF LAND COMMITTEE:

(1) Reference is here made to files of this District concerning the lease of land to J. W. Carroll, for the year 1932. Special re-

ference is made to a letter written by S. J. Callaway, as Attorney for J. W. Carroll, dated February 5, 1932, wherein claim is made on behalf of H. W. Wilson, the son-in-law of Mr. J. W. Carroll, that he is the owner of certain property now located on said land and that he will be entitled to remove the same at the expiration of the lease to J. W. Carroll. The property so claimed is specified as follows:

(a) A number of bales of Hog Wire which is rolled up and located on the place;

(b) Two small chicken houses with poultry wire forming a poultry yard around same;

(c) Barbed wire from inside or cross fences, but not to disturb the line or outside fences; and

(d) About 200 fence posts that have never been used, which were cut and placed on the premises by Mr. Wilson, at his expense.

There was full consideration of this matter, whereupon Director Hogsett made a motion that the stated claim be allowed; that the check of J. W. Carroll on the Fort Worth National Bank, payable to the District, for the sum \$150.00, do be cashed and applied in payment of the consideration for the proposed lease. Further, that said lease do be actually executed in the usual manner. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

(2) It was called to the attention of the Directors that the District heretofore had actually approved and executed the lease with Earl Reed, covering parts of the District's Tracts Nos. 316 and 320; further, that the District on January 12, 1932, actually received \$108.15, being the consideration for said lease; and that said lease had been ac-

tually executed in the usual manner required by the District; further, that through omission the District records did not show authorization of said lease. Upon consideration of this matter, Director Hickman made a motion that said lease as consummated do be confirmed as the act and deed of the District. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

(3) It was the sense of the Board of Directors that Mr. Culwell be advised to secure a proposal for lease of the District's lands formerly under proposal for lease by R. L. Morris.

Further that Mr. J. W. Barnes be advised that the Consideration for the lease now desired by him would be at the rate of 30¢ per acre, for the entire acreage covered in the tracts which he proposes to lease; and that he must actually pay the consideration and promptly close his lease.

Further, that Mr. John I. Burgess do be urged to pay his past due rent and requested to give immediate possession of the land under lease to him for the year 1931.

It was so ordered.

11.

No further business was presented and the meeting was adjourned.

W. K. Dupling  
As Secretary

APPROVED:

E. G. Bewley  
As President *acting president*

**"EXHIBIT B" TO MINUTES OF 2/10/32.**  
**TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 1**  
**EAGLE MOUNTAIN DAM—GENERAL CONTRACTOR'S ESTIMATE No. 24.....**

DATE Feb. 8 1932 PERIOD Jan. 5 TO Feb. 5

ITEMS	This Month	Previous	Total to Date	Price	AMOUNT
1. Wetted and rolled emb., cu. yds. (Main Dam)	31,730	399,988	431,718	\$ 0.361	155 850 20
2. Core trench excavation, cu. yds.	None	140,538	140,538	0.20	28 107 60
3. Hydraulic fill embankment, cu. yds.	63,509	1,249,756	1,313,265	.361	474 088 67
4a Puddled core wetted & rolled emb. levee, cu. yds.				.322	
5. Dragline (or team) embankment, cu. yds.				.20	
8. Bermuda Grass sodding, acres	None	6	6	250.00	1 500 00
11. Earth spoil bank, cu. yds.	None	38,343	38,343	.30	11 502 90
12. Loose rock excavation, cu. yds.	None	204,270	204,270	.70	142 989 00
13. Solid rock excavation, cu. yds.	None	40,427	40,427	1.00	40 427 00
27. Clearing, acres	None	5,319	5,319	30.00	159 570 00
28. Light clearing, acres	None	353	353	23.00	8 119 00
29. Dewatering river channel (complete)	1/3 comp.	2/3 comp	Complete	1,500.00	1 500 00
30. Materials as per attached statement "A"	Same as previous Estimates				5 232 99
32. Extra work as per attached statement "B"	Same as previous Estimates				
34. Wetted and rolled emb. (Levee) cu. yds.	None	523,335	523,335	.322	168 513 87
35. Overhaul (Sta. Yds.)	None	920,393	920,393	.03	27 611 79
36. Clay Ball Exc.	12,940	None	12,940	.14	1 811 60
37. Berms	66,581	None	66,581	.24	15 979 44
6. Rip rap paving, cu. yds.	1,965	11,506	13,471	4.30	57 925 30
7a. Crushed stone blanket, cu. yds.	671	5,646	6,317	2.70	17 055 90
9. Gravel roadway, cu. yds.	894	None	894	2.85	2 547 90
10. Sheet steel piling, sq. ft. Alt. "B"	None	5,588.23	5,588.23	1.10	6 147 05
a. To 40' length Alt. "A"	None	93,713	93,713	1.40	131 198 20
b. 40' to 60' length	None	15,666.06	15,666.06	1.50	23 499 09
c. 60' to 100' length	None	13,808.77	13,808.77	2.12	29 136 50
14. Gate house and valves (complete)				41,000.00	
15. 2500-lb concrete, cu. yds.	None	11,658	11,658	14.50	169 041 00
16. 1500-lb. concrete, cu. yds.	None	13,481	13,481	10.00	134 810 00
17. 1-14 concrete, cu. yds.				9.00	
18. Wooden guard fence, lin. ft.				.80	
19. Pipe hand rail and link fabric, lin. ft.				1.70	
20. Eight-inch Vit. pipe slope drains, lin. ft.	None	303	303	.55	166 65
21. Grouted paving inlets for slope drains, cu. yds.	None	7	7	8.00	56 00
22. Six-inch tile drains under structure, lin. ft.	None	5,007	5,007	.80	4 005 60
23. Wooden foundation piling, lin. ft.				.95	
24a. Three "Caterpillar" gates (complete)	None	Complete	Complete	53,500.00	53 500 00
25. Portland cement, bbls.	None	31,990	31,990	2.55	81 574 50
26. Reinforcing steel, lbs.	None	1,516,959	1,516,959	.0425	64 470 76
31. Materials as per attached statement "C"	Same as previous Estimates				
33. Extra work as per attached statement "D"	Same as previous Estimates				24 400 01
38. 10d 40' Lengths M108 1/2" Web	None	1,008	1,008	1.51	1 522 08
39. 10e 40' to 60' Lengths M108 1/2" Web	None	51,611.66	51,611.66	1.61	83 094 77
40.					
41.					

Total work to date.....	\$	2 126 955 37	✓
Less 15% retained.....		319 043 31	✓
		1 807 912 06	✓
Less previous payments.....		1 752 252 86	✓
Balance due General Contractor this estimate.....	\$	55 659 20	✓

HAWLEY, FREESE and NICHOLS, Consulting Engineers

By John B. Hawley

27  
14  
13  
16



JOHN B. HAWLEY  
S. W. FREESE  
M. C. NICHOLS  
H. R. F. HELLAND  
A. H. WOOLVERTON  
H. A. HUNTER  
ROSS S. MASON

"EXHIBIT D"  
2/10/32.

HAWLEY, FREESE AND NICHOLS  
CONSULTING ENGINEERS  
411-17 CAPPS BUILDING  
FORT WORTH, TEXAS

WATER SUPPLY  
WATER PURIFICATION  
SEWERAGE  
SEWAGE TREATMENT  
GAS SUPPLY  
GAS DISTRIBUTION  
FLOOD CONTROL

Feb. 8, 1932

Honorable the Board of Directors,  
Tarrant County Water Control and  
Improvement District Number One,  
Fort Worth, Texas.

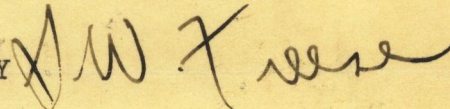
Gentlemen:

Attached hereto please find Estimate  
No. 29 for \$4,303.76 in favor of ourselves.

Please authorize payment of \$1,500.00  
on account to us.

Respectfully submitted,

HAWLEY and FREESE

BY 

JOHN B. HAWLEY  
 S. W. FREESE  
 M. C. NICHOLS  
 H. R. F. HELLAND  
 A. H. WOOLVERTON  
 H. A. HUNTER  
 ROSS S. MASON

WATER SUPPLY  
 WATER PURIFICATION  
 SEWERAGE  
 SEWAGE TREATMENT  
 GAS SUPPLY  
 GAS DISTRIBUTION  
 FLOOD CONTROL

HAWLEY, FREESE AND NICHOLS  
 CONSULTING ENGINEERS  
 411-17 CAPPS BUILDING  
 FORT WORTH, TEXAS

Feb. 8, 1932

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

In Account With

HAWLEY and FREESE

Estimated Cost - Construction & Lands

Eagle Mountain Dam	\$2,646,703.02 ✓	
Bridgeport Dam	1,568,938.06 ✓	
Lands	1,313,467.02 ✓	
Levees	250,000.00 ✓	
Rock Island Ry.	128,500.00 ✓	
Tarrant County Roads	50,000.00 ✓	
Wise County Roads	45,000.00 ✓	
Jack County Roads	5,000.00 ✓	
Texas Pipe Line Company	25,000.00 ✓	
Telephone & Power Lines	8,210.00 ✓	
	<u>6,040,818.10</u> ✓	@ 2 1/2% \$151,020.45 ✓

Completed Work

Eagle Mountain	2,126,955.37 ✓	
Bridgeport	1,534,333.07 ✓	
* Lands	1,303,667.02 ✓	
Wise County Roads	45,000.00 ✓	
Texas Pipe Line Company	25,000.00 ✓	
Telephone & Power Lines	4,210.00 ✓	
	<u>5,039,165.46</u> ✓	@ 2% 100,783.31 ✓

Total Engineering to Date

251,803.76 ✓

Amount Paid to Date

247,500.00 ✓

Balance

\$ 4,303.76 ✓

\* Included in this amount is \$17,500.00 being the amount awarded J. T. Counts for land, by Commissioners of Appraisal in Condemnation. This District has made deposit with the County Clerk of Wise County, Texas, funds for twice the amount awarded.

E.B.C.

*Handwritten initials and signature*

JOHN B. HAWLEY  
S. W. FREESE  
M. C. NICHOLS  
H. R. F. HELLAND  
A. H. WOOLVERTON  
H. A. HUNTER  
ROSS S. MASON

"EXHIBIT C"  
2/10/32.

WATER SUPPLY  
WATER PURIFICATION  
SEWERAGE  
SEWAGE TREATMENT  
GAS SUPPLY  
GAS DISTRIBUTION  
FLOOD CONTROL

HAWLEY, FREESE AND NICHOLS  
CONSULTING ENGINEERS  
411-17 CAPPS BUILDING  
FORT WORTH, TEXAS

Feb. 9, 1932

Mr. Walter R. Bennett, Pres.,  
Tarrant County Water Control and  
Improvement District Number One,  
Fort Worth, Texas.

Dear Sir:

In Estimate No. 22 (final) in favor  
of Contractors on Bridgeport dam, we retained  
\$2000.00, \$1750.00 to cover setting the 48 in.  
gate valves in South Conduit, and \$250.00 on ac-  
count of defective Bermuda grass.

The gate valves have been satisfac-  
torily set.

We therefore recommend that the  
\$1750.00 be paid the Contractors.

Respectfully,

HAWLEY and FREESE

BY

*John B. Hawley*

JBH:CW

"EXHIBIT A"  
2/10/32.

CORRECTED STATEMENT FEBRUARY 11, 1932.

VOUCHERS NOS. 2731 TO 2735, INCLUSIVE  
ALLOWED SINCE MEETING HELD ON  
JANUARY 8, 1932

NO.	ISSUED TO	COVERING	AMOUNT
2731	G. W. Duke and Lula Duke	Land Purchase	\$ 1715.00
2732	John B. Hawley	Settlement of Claim	11.25
2733	Peoples Life Insurance Company	Payment of Interest Coupons lost	125.00
2734	Continental National Bank Fort Worth	Expense Registration of Bonds	119.83
2735	Ireland Hampton	Expense Registration of Bonds	89.57
			\$ 2060.65

VOUCHERS NOS. 2736 TO 2768, INCLUSIVE  
ALLOWED AT MEETING HELD ON  
FEBRUARY 10, 1932

NO.	ISSUED TO	COVERING	AMOUNT
2736	W. R. Bennett	Director's Fees	\$ 50.00
2737	E. E. Bewley	Director's Fees	50.00
2738	W. K. Stripling	Director's Fees	50.00
2739	C. A. Hickman	Director's Fees	50.00
2740	Joe B. Hogsett	Director's Fees	50.00
2741	Sidney L. Samuels	Attorney's Fees	416.66
2742	Ireland Hampton	Attorney's Fees	625.00
2743	Ed B. Cheatham	Salary	250.00
2744	Alice McConnell	Salary	125.00
2745	L. P. Card, Tax Collector Tarrant Co.	1931 Taxes on District's land	67.60
2746	C. B. Cross, Tax Collector Wise Co.	1931 Taxes on District's land	487.24
2747	Guy S. Morgan, Tax Collector Jack Co.	1931 Taxes on District's land	187.28
2748	Orville Beall, County Clerk Tarrant Co.	Recording Fees	2.50
2749	Wm. Capps Building Company	Office Room Rent	41.50
2750	DuBose, Rutledge & Miller	Premium on Bond of L. P. Card	325.00
2751	Fort Worth Blueprint Co., Inc.	12 White Prints	1.80
2752	Mitchell, Gartner & Walton	Premium on Directors' Bonds	85.00
2753	CANCELLED		CANCELLED
2754	Geo. W. Parker, Clerk of U. S. Dist. Crt.	Expense Preparation & Sale Bonds	2.50
2755	Ritchie, Cartan & Turner Company	Office Supplies	8.28
2756	Royal Typewriter Company	Office Supplies	3.25
2757	Sorrels & Johnson Furniture Company	Election Expense January 13, 1932	123.00
2758	Southwestern Bell Telephone Co.	Exchange Service & Toll	12.90
2759	W. N. Moore, Postmaster	Postage Stamps - 250-2¢	5.00
2760	A. L. Culwell	Salary - Last Half January	50.00
2761	Ireland Hampton	Expense Rock Island Case	5.42
2762	W. O. Sligar	Repairs for Renters	4.35
2763	G. G. Melton	Repairs for Renters	12.00
2764	L. P. Card, Tax Collector for District	Payment on Account	300.00
2765	Trinityfarm Construction Co., Inc. ) McKenzie Construction Company ) Uvalde Construction Company )	Estimate No. 24 Progress of Work	55659.20
2766	Trinityfarm Construction Company, Inc. ) McKenzie Construction Company ) Uvalde Construction Company )	Setting of 48 in. gate valves in South Conduit of Bridgeport dam (money retained Estimate 22)	1750.00
2767	Hawley and Freese, Engineers	Payment on Account	1500.00
2768	Continental National Bank Fort Worth	Interest @ 6% on \$40,000.00 Note	1200.00
			\$ 63,500.48

DISTRIBUTION OF VOUCHERS NOS. 2736 TO 2768, INCLUSIVE

Directors	\$ 335.00	Election	124.05
Legal	1044.56	Tax Collection Expense	625.00
Office	443.28	Bridgeport Dam Custodian	50.50
Land Department	766.39	Construction	57,409.20
Preparation & Sale of Bonds	2.50	Engineering	1,500.00
Interest	1200.00	T O T A L	\$ 63,500.48

CONDITION OF FUNDS FEBRUARY 10, 1932

	<u>CONSTRUCTION FUND</u>		<u>INTEREST &amp; SINKING FUND</u>
BOOK BALANCE January 8, 1932	\$ 26,090.81	\$	130,955.09
Receipts: Interest D/B	64.87		259.02
Land Rentals	2,210.15		
Miscellaneous	5.00		125.00
Temporary Loan (Continental National Bank)	40,000.00		
Taxes, Penalty, etc.			24,288.12
Interest Collector's D/B			50.36
	<hr/>		<hr/>
	\$ 68,370.83	\$	155,677.59
Disbursements by Vouchers Numbers (Inclusive):			
	<u>CONSTRUCTION FUND</u>		<u>INT. &amp; SINK. FUND</u>
2731 to 2735	\$ 1,935.65	\$	125.00
2736 to 2768	62,875.48		625.00
			<hr/>
			64,811.13
			<hr/>
			750.00
BOOK BALANCE FEBRUARY 10, 1932	\$ 3,559.70	\$	154,927.59

COMPARISON OF DEPOSITORY SECURITY AND  
DISTRICT FUNDS

BOOK BALANCE:	
Construction Fund	\$ 3,559.70
Interest & Sinking Fund	<u>154,927.59</u>
TOTAL	\$ 158,487.29
DEPOSITORY SECURITY	<u>230,000.00</u>
EXCESS DEPOSITORY SECURITY	\$ 71,512.71

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
BONDS AUTHORIZED \$6,500,000.00

"Series A" Bonds #1 to 2000, Incl. OUTSTANDING	\$2,000,000.00
"Series B" Bonds #2001 to 3500, Incl. OUTSTANDING	1,500,000.00
"Series C" Bonds #3501 to 5000, Incl. OUTSTANDING	1,500,000.00
UNSOLD BONDS	<u>1,500,000.00</u>
TOTAL	\$6,500,000.00

\$ 40,000.00

FORT WORTH, TEXAS, February 10,

1932

On or before 180 days

AFTER DATE, WITHOUT GRACE, FOR VALUE RECEIVED, I, WE, OR EITHER

OF US PROMISE TO PAY TO THE ORDER OF

**CONTINENTAL NATIONAL BANK**

OF FORT WORTH

AT ITS OFFICE IN FORT WORTH, TEXAS, THE SUM OF

**FORTY THOUSAND AND NO/100** ----- "DOLLARS

WITH INTEREST FROM MATURITY AT THE RATE OF TEN PER CENT. PER ANNUM.

IF THIS NOTE IS NOT PAID AT MATURITY AND IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, OR SUIT IS INSTITUTED THEREON, OR IF COLLECTED THROUGH THE PROBATE COURT, THEN I, WE, OR EITHER OF US AGREE TO PAY AS ATTORNEY'S FEES AN ADDITIONAL SUM OF TEN PER CENT ON THE PRINCIPAL AND INTEREST DUE. ALL SIGNERS AND ENDORSERS OF THIS NOTE ARE TO BE REGARDED AS PRINCIPALS, SO FAR AS THEIR LIABILITY TO PAYEE IS CONCERNED, AND EACH OF US (INCLUDING ENDORSERS) WAIVE PRESENTATION FOR PAYMENT, PROTEST AND NOTICE OF NON-PAYMENT, AND I, WE, AND EACH OF US (INCLUDING ENDORSERS) CONSENT THAT THE PAYEE MAY AT ANY TIME AND FROM TIME TO TIME, UPON REQUEST OF OR BY AGREEMENT WITH ANY OF US, EXTEND THE DATE OF MATURITY HEREOF WITHOUT CONSULTING THE OTHER SIGNERS OR ENDORSERS, WHO SHALL REMAIN BOUND FOR THE PAYMENT HEREOF. WE AND EACH OF US (INCLUDING ENDORSERS) AGREE THAT IN CASE OF RENEWAL OR OF EXTENSION OF MATURITY OF THIS NOTE, ANY AND ALL SECURITIES OR LIENS GIVEN THE PAYEE BY US OR ANY OF US AT ANY TIME SHALL REMAIN IN FULL FORCE AND EFFECT AS SECURITY FOR PAYMENT OF THE RENEWED OR EXTENDED NOTE.

FOR THE PURPOSE OF SECURING THE PAYMENT OF THIS NOTE OR ANY RENEWAL OR EXTENSION HEREOF AND OF ANY AND ALL OTHER INDEBTEDNESS TO SAID BANK, EITHER DIRECT OF CONTINGENT, WHETHER NOW EXISTING OR WHICH MAY HEREAFTER ARISE, ON WHICH I, WE, OR EITHER OF US ARE NOW OR MAY HEREAFTER BECOME LIABLE AS PRINCIPAL DEBTOR SURETY, ENDORSER OR OTHERWISE, WHETHER IN CONNECTION WITH OTHERS NOT PARTIES TO THIS INSTRUMENT OR NOT, I, OR WE, OR EITHER OF US DO HEREBY PLEDGE, TRANSFER AND DELIVER TO SAID BANK THE FOLLOWING COLLATERALS AND SECURITIES, OWNED BY US OR SOME OF US IN GOOD FAITH AND FREE OF ANY CLAIM OR LIENS EXCEPT THIS, TO-WIT: **44 Bonds of the maker hereof, "Series D," dated November 16th, 1931,**

**par value One Thousand Dollars each, with coupons maturing March 15th, 1932 and subsequent dates attached, being bonds Serial Nos., both inclusive, as follows:**

5001 - 5002	5054 - 5055	5118 - 5120	5197 - 5200
5013 - 5014	5069 - 5071	5136 - 5138	5219 - 5222
5026 - 5027	5084 - 5086	5155 - 5157	5242 - 5245
5040 - 5041	5101 - 5103	5176 - 5178	and 5266

IT IS AGREED THAT THE BANK MAY FROM TIME TO TIME CALL FOR ADDITIONAL SECURITY OF SUCH KIND AND VALUE AS WILL BE SATISFACTORY TO IT, AND ON FAILURE OF US OR ANY OF US TO COMPLY WITH SUCH REQUEST, OR IF IN THE JUDGMENT OF SAID BANK THE ABOVE SECURITY OR ANY ADDITIONS THERETO OR SUBSTITUTES THEREFOR OR ANY PART THEREOF SHALL HAVE DEPRECIATED IN VALUE TO THE EXTENT THAT THIS NOTE IS NOT BY THE BANK REGARDED AS PROPERLY SECURED, THEN AT THE ELECTION OF THE BANK THE ABOVE NOTE SHALL BECOME IMMEDIATELY DUE AND PAYABLE. ON AND AFTER MATURITY OF SAID NOTE EITHER BY ITS TERMS OR BY ELECTION AS AFORESAID, OR ON THE NON-PAYMENT AT MATURITY THEREOF OF ANY OF THE OTHER LIABILITIES TO THE BANK AS MENTIONED ABOVE, THE LATTER IS HEREBY EXPRESSLY AUTHORIZED AT ANY TIME AND FROM TIME TO TIME TO SELL, TRANSFER AND DELIVER THE WHOLE OR ANY PART OF THE ABOVE DESCRIBED SECURITIES AND ANY ADDITIONS AND SUBSTITUTES THEREFOR, EITHER AT PUBLIC OR PRIVATE SALE, AT THE OPTION OF THE BANK, WITHOUT NOTICE AND WITH OR WITHOUT ADVERTISING THE TIME OR PLACE OF SUCH SALE, WHICH SHALL BE IN THE OFFICE OF SAID BANK, AND THE BANK, IF THE HIGHEST BIDDER THEREFOR, WHETHER AT PUBLIC OR PRIVATE SALE, IS EXPRESSLY AUTHORIZED AND PERMITTED TO BECOME THE PURCHASER OF SAID COLLATERALS OR ANY PART THEREOF AT ANY SUCH SALE OR SALES; AND IN EVENT OF ANY SALE OR PURCHASE HEREUNDER, NO MATTER BY OR TO WHOM MADE, ANY AND ALL EQUITY OR RIGHT OF REDEMPTION WHETHER BEFORE OR AFTER SUCH SALE, IS HEREBY EXPRESSLY WAIVED. WE AND EACH OF US FURTHER AGREE THAT AFTER DEDUCTING ALL COSTS AND EXPENSES OF SUCH SALE, INCLUDING TEN PER CENT ATTORNEY'S FEES, AND AFTER THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE ON THIS NOTE, THEN THE BALANCE OF THE PROCEEDS OF SUCH COLLATERALS, IF ANY, MAY BE APPLIED UPON ANY OTHER INDEBTEDNESS OF US OR ANY OF US TO SAID BANK, WHETHER DUE OR NOT DUE, WHETHER DIRECT OF CONTINGENT, AND WHETHER OWING INDIVIDUALLY OR IN CONNECTION WITH OTHERS NOT PARTIES HERETO.

IT IS AGREED THAT THE PAYEE MAY AT THE REQUEST OF OR BY AGREEMENT WITH ANY PARTY HERETO OR ANY ENDORSER HEREOF ACCEPT IN EXCHANGE OTHER AND DIFFERENT COLLATERALS AND SECURITIES FOR THOSE ABOVE DESCRIBED OR FOR ANY PART THEREOF, AND MAY TAKE ADDITIONAL COLLATERALS OR SECURITIES, WITHOUT CONSULTING THE OTHERS OF US AND WITHOUT IN ANY RESPECT AFFECTING OUR LIABILITY FOR THE PAYMENT OF THIS NOTE OR ANY OTHER SAID INDEBTEDNESS. IT IS FURTHER AGREED THAT THE PAYEE SHALL NOT BE HELD LIABLE FOR LOSS OR DAMAGE TO ME, US, OR ANY OF US ON ACCOUNT OF FAILURE TO PRESENT FOR PAYMENT OR TO PROTEST OR TO SUE UPON OR TO COLLECT ANY OF THE ABOVE DESCRIBED COLLATERALS OR ANY MONEYS DUE OR THAT MAY BECOME DUE THEREON.

TO FURTHER SECURE THE PAYMENT OF SAID NOTE, DEMANDS OR OTHER INDEBTEDNESS, SAID BANK IS HEREBY AUTHORIZED TO AT ANY TIME CHARGE SAID NOTE, DEMANDS OR OTHER INDEBTEDNESS AGAINST THE DEPOSIT ACCOUNT OF THE UNDERSIGNED AND EACH OF US

Attest W. K. Stripling,  
(Signed) As Secy.

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,

DUE \_\_\_\_\_

NO. \_\_\_\_\_ P. O. \_\_\_\_\_

BY: W. R. Bennett  
(Signed) As President.

"E X H I B I T" 2/10/32.

STANDARD BUSINESS FORM NO. 10