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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
20TH DAY OF DECEMBER, A. D. 1932, AT 11:30 A. M.

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

PRESENT

W. R. Bennett
W. K. Stripling
E. E. Bewley
C. A. Hickman

ABSENT

Joe B. Hogsett

There were also present:

- (1) D. K. Woodward, Jr., Representing Trinityfarm Construction Company, Inc.,
- (2) W. P. Bentley, Representing Uvalde Construction Company,
- (3) A. J. McKenzie, Representing McKenzie Construction Company,
Said named companies jointly being "the contractor" for
this District under its Construction Contract dated February 4, 1930.

At this meeting W. R. Bennett presided as President of the Board; W. K. Stripling

Acted as Secretary of the Board.

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

1.

Attached to these Minutes, in folio, and as "EXHIBIT A" and here referred to as part hereof, are instruments of writing as follows, viz: [see Ex. B.]

(1) Letter of date December 21, 1932, directed to the Board of Directors of this District, signed McKenzie Construction Company, by A. J. McKenzie, President; Uvalde Construction Company, by W. P. Bentley, President; and Trinityfarm Construction Company, by D. K. Woodward, Jr., Vice-President.

(2) Letter dated December 16, 1932, and addressed to Trinityfarm Construction Company, signed by Uvalde Construction Company, by W. P. Bentley, President.

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(3) Affidavit by J. D. Kirven, Vice-President, and Manager, of Trinityfarm Construction Company, concerning the payment of debts, and designating outstanding debts, growing out of work done, or procured to be done, by Trinityfarm Construction Company, under said contract of February 4, 1930.

(4) Affidavit by C. E. Barker, a member of the firm of Barker Bros., showing that there are no outstanding debts because of work done by Barker Bros., as subcontractors under Trinityfarm Construction Company.

(4a) Letter signed by Barker Bros., by C. E. Barker, a member of the firm, dated December 9, 1932, directed to the Board of Directors of this District. This letter gives consent for the District to pay to Trinityfarm Construction Company the proceeds of two hundred sixty-two (262) bonds of this District, and agrees that as between the joint contractors such proceeds be charged against Trinityfarm Construction Company.

(5) Certified copy of Minutes of a meeting of the Board of Directors of Jacobson, Sweeney & Jacobson, Inc., sub-contractors under Trinityfarm Construction Company, giving John E. Jacobson authority to make final settlement for the corporation, and to sign releases required.

(5a) Affidavit by John E. Jacobson, showing the names of creditors of Jacobson, Sweeney & Jacobson, for materials and labor incurred by them in performing this District's work as sub-contractors under Trinityfarm Construction Company, and being for the total sum \$8908.08; also showing that other than the claims stated, no other claims are outstanding.

(5b) Agreement by Jacobson, Sweeney & Jacobson, that the District pay the proceeds of two hundred sixty-two (262) bonds directly to Trinityfarm Construction Company, and that such payment as between the joint contractors may be charged to Trinityfarm Construction Company.

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(6) Letter of Fort Worth National Bank, signed by R. E. Harding, President, stating that the Bank would await final payment to become due to Trinityfarm Construction Company by the District, in order to procure satisfaction of a note for \$26,000.00, due by Trinityfarm Construction Company to the Bank. This note was secured by assignment given by said Construction Company to the Bank and heretofore accepted by the District. Director Bewley, who also is Vice-President of the Fort Worth National Bank, stated that he understood this letter to agree that the proceeds of two hundred sixty-two (262) bonds might be paid to Trinityfarm Construction Company, and the Bank's debt later satisfied out of money to be procured from the Reconstruction Finance Corporation, or some other source. From the letter signed by all contractors, dated December 21, 1932, it appears that after the District may deliver the proceeds of 262 bonds to the Trinityfarm Construction Company, there will remain a balance due them by the District, in the sum \$38,345.22.

(7) Written proposal executed by and in behalf of all the Contractors, dated December 17, 1932, proposing to purchase from the District two hundred sixty-two (262) of its bonds of "Series D," having maturities and serial numbers as shown in said proposal. This proposal was to pay for the bonds Nine Hundred (\$900.00) Dollars each, plus interest accrued thereon from September 15, 1932, to date of actual delivery of such bonds under said proposal. Said proposal contains a further condition that the entire proposed consideration for said bonds be paid by the joint contractors crediting the District with the full amount of said consideration, and to include both principal and interest. Said proposal further provided that the joint contractors as between themselves would charge the entire payment against Trinityfarm Construction Company, and not against Uvalde Construction, and, or, McKenzie Construction Company.

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In addition to the facts established by the foregoing instruments of said "Exhibit A," by the Minutes of a Meeting of this Board of Directors, held on December 7th, 1932, it appeared that the balance due by this District to the joint contractors for completion of the District's works, under the construction contract of date February 4, 1930, as of date October 25, 1932, is the sum \$521,577.90 (covering Engineer's Estimates No. 30, No. 31, and No. 32 and Final), plus interest on Estimate No. 30 from August 10, 1932, interest on Estimate No. 31 from September 10, 1932, and interest on Estimate No. 32 and Final from October 25, 1932, at Eight (8%) per cent. per annum until paid. It further appeared that the District had been unable to find a market for its bonds at a price within the law, and that money was not available to satisfy said past due demand.

The Engineers and Attorneys for the District reported that they had made thorough search to discover any outstanding claims against the Contractors, and that they had discovered no claims which would operate to cause the District to deny to the Contractors sale of said bonds and the crediting of proceeds, as of this day, in the manner proposed in said tender of purchase of said 262 bonds. They, however, called to the attention of the Directors certain unsettled items as between the District and Trinityfarm Construction Company, as follows:

- (1) One-half of proposed payment of \$300.00, to be paid to Wise County, in payment for the loss of a bridge over Hunt's Creek\$ 150.00
- (2) Maintenance or replacement of earth in the embankment of the Bridgeport Dam 129.80
- (3) Claim for replacement of earth in the embankment at Eagle Mountain Dam 37.20
- (4) Mechanic's Lien filed with the County Clerk of Tarrant County, Texas, by F. W. Heitmann Co., on May 13, 1930 1321.00

(5) Claim of Texas Electric Service Company (Mr. Woodward produced receipt of Texas Electric Co. showing payment in full of said claim as of this day)	\$ 1436.90
(6) Claim of Mitchell, Gartner & Walton against Trinityfarm Construction Company in the sum (for premium on Construction Bond)	725.63

It was the sense of the Directors that items 1, 2 and 3 should be deferred for settlement until a later time. The attorneys gave advice that if the claim of Heitmann & Co. was ever valid, it had become barred by the statute of limitations and might safely be disregarded. It was called to the attention of the Directors that the District held copy of an indemnity bond from the National Surety Company, given by Trinityfarm Construction Company to Mitchell, Gartner & Walton, for the penal sum \$1500.00, to protect the payment of said claim. They therefore gave advice that this item should be disregarded in making settlement proposed for this day. It was the sense of the Directors that all of said items should be disregarded for the present purpose, and as of this day.

There was full consideration of all of said matters, whereupon Director Stripling did move the adoption of a motion that:

(a) The joint proposal of the contractors to purchase those two hundred sixty-two (262) bonds of the District specifically described in "Exhibit A," attached to these Minutes, of the par value Two Hundred Sixty-Two Thousand (\$262,000.00) Dollars, with coupons maturing March 15, 1933, and subsequently attached, do be approved, confirmed and consummated as of this day, and that delivery of said bonds do be made by Director Bewley, as Custodian of Securities for the District.

(b) Further, that the sale and delivery of said bonds do be covered by written evidence of the receipt of said bonds, which should also give evidence that the

joint contractors had given the District credit on the balance due by the District to the Contractors as of this day, in the sum Two Hundred Thirty-Nine Thousand Two Hundred Fifty-Six and 93/100 (being 90¢ on the dollar of the par value of said bonds, plus interest accrued thereon from September 15, 1932, to this date, at the rate Five (5%) per centum per annum).

(c) Further, that the District should take cognizance of the fact that such credit, as between the joint contractors, should be charged exclusively to Trinityfarm Construction Company.

(d) Further, that payment of the note of Trinityfarm Construction Company to the Fort Worth National Bank, for the principal sum \$26,000.00; and payment of claims against the subcontractors, Jacobson, Sweeney & Jacobson, for the aggregate sum \$8908.08 be not required at this time due to the fact that after credit of the proceeds of said 262 bonds there would remain due and payable by the District to Trinityfarm Construction Company (under the written agreement as between them and their co-contractors) the sum Thirty-Eight Thousand Three Hundred Forty Five and 22/100 (\$38,345.22) Dollars. Further, that when the receipt showing the delivery of said bonds and the application of credit of the proceeds thereof has been procured by Director Bewley, the same shall be attached to these Minutes as part hereof and marked "EXHIBIT B" for identification.

(e) Further that the sum of \$3,456.93, representing the interest accrued on said 262 bonds, as of this day, do be placed to the credit of the District's Interest and Sinking Fund, and that the District's Voucher Check No. 3054, drawn on the District's Construction Fund, payable to the Continental National Bank, for said sum \$3,456.93, for credit of the District's Interest and Sinking Fund, do be executed and delivered to effect the purpose hereof.

Adoption of this motion was seconded by Director Hickman. Upon a vote being taken Directors Bennett, Bewley, Hickman and Stripling voted for the motion; and no director voted against the motion: The motion was carried and it was so ordered.

During all of said proceedings and during the consideration and reading of all of the documents contained in "Exhibit A," Mr. A. J. McKenzie (President of McKenzie Construction Company) and Mr. W. P. Bentley (President of the Uvalde Construction Company) were present and did concur in the action hereinbefore set forth.

2.

Director Hickman in his capacity as Chairman of the Land Committee presented four proposals for the lease of lands for the year 1933, from the District, as follows:

PROPOSAL OF	FOR LEASE OF LAND PURCHAS ED FROM	TRACT NO.	APPROX. ACRES	TOTAL CON- SIDERATION	ACCOMPANYING PROPOSAL		BALANCE DUE
					CASH	CHECK	
W. M. Wiley	R. H. Foster	303	41.58	\$ 80.00	\$25.00—	-	\$ 55.00
W. H. Norton	W. N. Younger	306	196.00	126.00	30.00—	-	96.00
R. H. Foster	R. H. Foster	328	53.18	40.00	-	\$40.00—	NONE
W. W. Wiley	I. W. Cole	309	131.00	100.00	100.00—	-	NONE

It was explained to the Board that the application of W. M. Wiley was subject to the condition that he be given until February 1, 1933, to pay the balance of \$55.00, recited in his application, and that the application of W. H. Norton was subject to the condition that he be given until January 1st, 1933, to pay the balance of \$96.00 recited in his application. Director Hickman made recommendation that all of the proposed leases do be approved, and moved that each be consummated, subject only to these following conditions: (1) That the balances due by Mr. Wiley and Mr. Norton do be paid by February 1, 1933 and January 1, 1933, respectively; (2) That the check for \$40.00, paid by Mr. R. H. Foster be actually paid; and (3) that each of these lessees do actually enter into formal written contract for lease, to be con-

ditioned as required by the District. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

3.

No further business was presented and the meeting was adjourned.

W. A. Stripling
As Secretary

APPROVED:

J. M. Bennett
As President ✓

MCKENZIE CONSTRUCTION COMPANY
AND
UVALDE CONSTRUCTION COMPANY
GENERAL CONTRACTORS

(4)

MAIN OFFICE
EAGLE MOUNTAIN
P. O. BOX 1869
FORT WORTH, TEXAS

DALLAS OFFICE
920 SANTA FE BUILDING

SAN ANTONIO OFFICE
2800 SMITH-YOUNG TOWER

SAN ANTONIO, TEXAS
December 21, 1932

To the Board of Directors,
Tarrant County Water Control and
Improvement District #1,
Fort Worth, Texas.

Gentlemen:

The undersigned contractors under contract of date, February 4, 1930, have agreed, and do hereby agree, between themselves, as follows, and hereby petition your Honorable Board to give effect to, and make payments in accordance with the terms hereof, to-wit: ✓

1. The subject matter of this agreement is the balance due the contractors, McKenzie Construction Company, Uvalde Construction Company, and Trinityfarm Construction Company, by the District on account of construction of the Eagle Mountain Dam and Levee Section. ✓

2. The final estimate upon such work, exclusive of interest, is \$521,577.90, which is owned by the contractors in the following proportions:

McKenzie-Uvalde Company	\$248,786.74
Trinityfarm Construction Co	<u>272,791.16</u>
Total.....	\$521,577.90

3. Included in the foregoing sums are current estimates due the contractors, as follows:

(a) MCKENZIE-UVALDE COMPANY:

July Estimate, due Aug. 10, 1932	21,879.84
Aug. Estimate, due Sept. 10, 1932	23,481.55
Sept. Estimate, due Oct. 10, 1932	<u>32,922.33</u>
Total	\$78,283.72

(b) TRINITYFARM CONSTRUCTION CO:

July Estimate, due Aug. 10, 1932	26,680.31
Aug. Estimate, due Sept. 10, 1932	4,832.33
Sept. Estimate, due Oct. 10, 1932	<u>13,640.01</u>
Total.....	\$45,152.65

4. Interest at eight (8%) per cent per annum , to October 25, 1932, upon such current estimates is as follows:

(a) MCKENZIE-UVALDE COMPANY:

Interest on July Estimate Aug.10 to Oct 25	\$ 364.66
Interest on Aug. Estimate Sept.10 to Oct 25	234.81 <i>RFC</i>
Interest on Sept. Estimate Oct.10 to Oct 25	<u>109.74</u> <i>RFC</i>
Total.....	\$ 709.21

(b) TRINITYFARM CONSTRUCTION CO:

Interest on July Estimate Aug.10 to Oct. 25	\$ 444.67
Interest on Aug. Estimate, Sept.10 to Oct.25	48.32 <i>RFC</i>
Interest on Sept. Estimate, Oct 10 to Oct.25	<u>45.47</u> <i>RFC</i>
Total.....	\$ 538.46

5. The amounts due the contractors, respectively, as of December 21, 1932, are as follows:

(a) MCKENZIE-UVALDE COMPANY:

Principal sum (Par. 2)	\$ 248,786.74
Interest thereon 10/25/32 to 12/21/32	3,096.01
Interest on current estimates (Par. 4)	<u>709.21</u>
Total as of December 21, 1932.....	\$ 252,591.96

(b) TRINITYFARM CONSTRUCTION CO:

Principal sum (Par. 2)	\$ 272,791.16
Interest thereon 10/25/32 to 12/21/32	3,394.73
Interest on current estimates to 10/25/32 (Par. 4)	<u>538.46</u>
Total as of December 21, 1932.....	\$ 276,724.35

6. It is agreed, in the event the District shall not now pay the contractors in full in cash, that the first-maturing 464 bonds, par value \$1,000.00 each, of the District remaining unsold be allocated to the security and/or payment of amounts due the contractors, respectively, as follows:

<u>Year</u>	<u>Maturities 464 Bonds No. Bonds</u>	<u>McKenzie-Uvalde Co Maturities</u>	<u>Trinityfarm Const. Co Maturities</u>
1937	1	1	
1938	2	2	
1939	1		1
1940	3		3
1941	4	4	
1942	4		4
1943	3		3
1944	4	4	
1945	5		5
1946	4		4
1947	4	4	
1948	4		4
1949	14	6	8
1950	16	6	10
1951	15	15	
1952	18	10	8
1953	15	5	10
1954	17		17
1955	22	10	12
1956	25	10	15
1957	27	12	15
1958	28	13	15
1959	30	15	15
1960	27	14	13
1961	31	15	16
1962	46	20	26
1963	48	20	28
1964	46	17	29
Total	464	203	261

7. It is agreed that after first paying McKenzie-Uvalde Company the balance of \$250.00, with interest at eight (8%) per cent per annum from February 10, 1932, until paid, under the contract on the Bridgeport Dam, then the balance due the contractors for constructing the Eagle Mountain Dam, after deducting the value of the bonds listed above at \$900.00 each, plus accrued interest to December 21, 1932, amounting to \$13.33 per bond, from the total amount due each contractor, including interest to December 21, 1932, will be paid in cash out of the money in the construction fund, plus such cash as may become available from the R.F.C. loan as follows:

December 21, 1932

<u>Name</u>	<u>Amount Due</u>	<u>Paid in Bonds at \$900 each, and Int.</u>	<u>Paid in Cash</u>
McKenzie-Uvalde Co.	252,591.96	185,405.99	67,185.97
Trinityfarm Const. Co	276,724.35	238,379.13	38,345.22

(All principal sums, or parts thereof, not paid on December 21, 1932, shall continue to bear interest at eight (8%) per cent per annum until payment is made, and such interest shall be paid to the contractors in cash.

8. Trinityfarm Construction Company hereby expressly agrees and covenants that it has no interest or claim in and to the sum of \$252,591.96, aforesaid, owing by the District to McKenzie-Uvalde Company as of December 21, 1932, and/or in and to the 203 bonds above allocated to the security or payment of said sum, and it hereby expressly authorizes McKenzie Construction Company, and Uvalde Construction Company, (herein thruout for convenience styled McKenzie-Uvalde Company), to make any and all collections, in whole or on account, of same sum, and to make any and all disposition, of said 203 bonds by negotiation with Tarrant County Water Control and Improvement District No. 1, and/or its representatives, which said McKenzie-Uvalde Company may deem proper or desirable, and Trinityfarm Construction Company hereby authorizes A.J. McKenzie or W. P. Bentley to execute in its name and on its behalf, and to deliver all receipts, releases, transfers, contracts, or other documents, necessary to carry out the provisions of this paragraph with reference to said sum of \$252,591.96, and said 203 bonds, hereby expressly ratifying and confirming any and all acts and things done by said parties, or either of same, pursuant hereto.

9. McKenzie Construction Company and Uvalde Construction Company hereby expressly agree and covenant, jointly and severally, that neither of said companies has any interest or claim in and to the sum of \$276,724.35, aforesaid, owing by the District to Trinityfarm Construction Company, as of December 21, 1932, and/or in and to the 261 bonds above allocated to the security or payment of said sum, and said companies, and each of same, hereby expressly authorize Trinityfarm Construction Company to make any and all collections, in whole or on account, of said sum, and to make any and all disposition of said 261 bonds by negotiation with Tarrant County Water Control and Improvement District No. 1, and/or its representatives, which said Trinityfarm Construction Company may deem proper or desirable, and McKenzie Construction Company, and Uvalde Construction Company, hereby jointly and severally, hereby authorize J. D. Kirven or D. K. Woodward, Jr., to execute in its name and on its behalf, and to deliver all receipts, releases, transfers, contracts, or other documents, necessary to carry out the provisions of this paragraph with reference to said sum of \$276,724.35, and said 261 bonds, hereby expressly ratifying and confirming any and all acts and things done by said parties, or either of same, pursuant hereto. ✓

10. Each of the undersigned contractors expressly agrees and covenants that no act or thing done or omitted pursuant hereto shall ever, at any time or place, or in any proceeding, be construed or held to release or discharge any one of the undersigned, or the surety upon

To the Board of Directors

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December 21, 1932

their bond, from any liability which may exist against the undersigned, jointly or severally, by reason of the maintenance provision of said contract first above referred to.

11. The purpose of this contract is to provide that, from and after the delivery hereof, the obligation of the District to McKenzie-Uvalde Company on the one part, and the Trinityfarm Construction Company on the other part, shall be several and not joint, without in any way impairing any joint responsibility which the undersigned contractors now have, or hereafter may have to said District on account of said contract of February 4, 1930, and to authorize the District to deal with McKenzie-Uvalde Company, or Trinityfarm Construction Company, severally in all matters and things relating to the satisfaction or security of the obligation due said companies respectively.

12. This agreement shall be binding upon the undersigned their successors and legal representatives.

WITNESS OUR HANDS the day and year first above written.

MCKENZIE CONSTRUCTION COMPANY,

By

A. McKenzie
President

UVALDE CONSTRUCTION COMPANY,

By

W. P. Hawley
President

TRINITYFARM CONSTRUCTION COMPANY,

By

D. H. ...
Vice-President

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(2)
"EXHIBIT A"
12/20/32
MCKENZIE CONSTRUCTION COMPANY
AND
UVALDE CONSTRUCTION COMPANY
GENERAL CONTRACTORS

MAIN OFFICE
EAGLE MOUNTAIN
P. O. BOX 1869
FORT WORTH, TEXAS
—
DALLAS OFFICE
920 SANTA FE BUILDING
—
SAN ANTONIO OFFICE
2800 SMITH-YOUNG TOWER

DALLAS, TEXAS
December 16, 1932

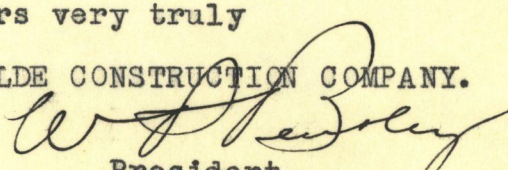
Trinityfarm Construction Co.,
Tower Petroleum Building,
Dallas, Texas.

Dear Sirs:

Herewith find attached original letter with a number of copies attached, directed to the Board of Directors of Tarrant County Water Control & Improvement District and dated December 21, 1932, which letter pertains to the division of the cash and bonds in final settlement for payment for the construction of the Eagle Mountain Dam. This letter was transmitted to us by McKenzie Construction Company and we have joined them in signing the original copy. Will you kindly sign this original copy of this letter also and forward same direct to the Board of Directors of the Tarrant County Water Control & Improvement District, unless you find some correction or change which you consider is advisable to make in this letter. Unless we hear from you to the contrary, we will assume that the letter is approved by you and will be forwarded immediately as requested.

Yours very truly

UVALDE CONSTRUCTION COMPANY.


President.

cc-McKenzie Const. Co.

3- E.A.H.

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(3)
"EXHIBIT A"
12/20/32.

STATE OF TEXAS:

COUNTY OF TARRANT:

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared J.D.Kirven, Vice-President and Manager of Trinityfarm Construction Company, to me well known, who, being by me first duly sworn upon his oath deposes and says:

That all claims of any character whatsoever against Trinityfarm Construction Company in favor of material men, laborers, equipment rentals, and subcontractors, on account of the construction of the Eagle Mountain Dam and Levee Section, under Contract dated February 4, 1930, between Tarrant County Water Control and Improvement District Number One, as owner, and Trinityfarm Construction Company, McKenzie Construction Company and Uvalde Construction Company, as contractors (with the exception of the claim of Barker Brothers, a subcontractor, and the claim of Jacobson, Sweeney & Jacobson, a subcontractor, as to each of which written consent for final payment is hereto attached) have been fully paid and discharged;

That the only subcontractors under Trinityfarm Construction Company on said contract on said Eagle Mountain Dam and Levee Section, other than Barker Brothers and Jacobson, Sweeney & Jacobson, were certain men engaged in clearing operations on a small scale, each of whom was fully paid in cash as his contract was completed;

That no claim of any character exists which can be asserted against Tarrant County Water Control and Improvement District Number One on account of work done, or materials furnished, by Trinityfarm Construction Company on said Eagle Mountain Dam and Levee Section, by any person other than Trinityfarm Construction Company, and that the payment of final estimate thereon will satisfy in full the claims of said Company.

TRINITYFARM CONSTRUCTION COMPANY

BY J. D. Kirven
J. D. Kirven, Vice-President.

Subscribed and sworn to before me this the 19th day of December,

A.D. 1932.

Carrie L. Miller
Notary Public, County, Texas.

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EXA
S.H.

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S.H.
C.L.

(4)
"EXHIBIT A"
12/20/32.

STATE OF TEXAS:

COUNTY OF DALLAS :

BEFORE ME THE UNDERSIGNED AUTHORITY, on this
day personally appeared C.E. Barker, to me

well known, who, being by me first duly sworn upon his oath deposes and
says;

That he is a member of the firm of Barker Brothers, con-
sisting of himself and James Barker, and that he is personally familiar
with the facts herein stated and is authorized to execute this affidavit;

That Barker Brothers is a subcontractor under Trinityfarm
Construction Company, in connection with the construction of Eagle Moun-
tain Dam and Levee Section, under contract dated February 4, 1930, between
Tarrant County Water Control and Improvement District Number One, as owner,
and Trinityfarm Construction Company, McKenzie Construction Company and
Uvalde Construction Company, as contractors;

That all claims of any character whatsoever against Barker
Brothers in favor of material men, laborers, equipment rentals and sub-
contractors, on account of work done upon the contract aforesaid, have been
fully paid and discharged;

That no claim of any character exists which can be asserted
against Tarrant County Water Control and Improvement District Number One
on account of work done, or materials furnished, by Barker Brothers on
said Eagle Mountain Dam and Levee Section, by any person other than Trinity-
farm Construction Company, and that the payment of final estimate thereon
will satisfy in full the claims of said Company.

C.E. Barker
C.E. Barker, Member of firm of
Barker Brothers.

Subscribed and sworn to before me this the 19 day of December,
A.D. 1932.

Carrie L Miller
Notary Public, Dallas County, Texas.

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J.H.

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J.H.

(4a)
"E X H I B I T A#
12/20/32.

Dallas, Texas.

December 19th-1932.

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

Gentlemen:

As subcontractor under Trinityfarm Construction Company, we hereby consent that payment of proceeds of two hundred and sixty two (262) bonds of the District, at Nine Hundred Dollars (\$900.00) per bond, and accrued interest, be made to the joint contractors under the contract of date February 4th, 1930, and as between such joint contractors charged against Trinityfarm Construction Company.

Yours very truly,

BARKER BROTHERS

BY

B. E. Barker
A member of the Firm.

EXA
5/16
17
(5)
"EXHIBIT A"
12/20/32.

Jacobson Sweeney & Jacobson, Inc.

CONTRACTORS & ENGINEERS

HYDRAULIC DREDGING HARBOR AND RIVER IMPROVEMENTS

HOME OFFICE 2311½ AVE. C PHONE 223

JNO. JACOBSON
WM. P. SWEENEY
JNO. E. JACOBSON
O.W. JACOBSON

Galveston, Texas December 17, 1932

A special meeting of the Board of Directors of Jacobson, Sweeney & Jacobson, Inc., was called to order at 12:30 noon, December 17th, 1932, and a majority of the members being present or represented by proxy the following business was taken up.

Notice has been received that the Trinityfarm Construction Company is ready to make final settlement with Jacobson, Sweeney & Jacobson, Inc., for the work in Tarrant County on the Eagle Mountain Dam job, and desires a representative to act for Jacobson, Sweeney & Jacobson, Inc., with full authority.

Upon motion duly made, seconded and passing unanimously Jno. E. Jacobson was appointed to act with full authority and sign all releases for Jacobson, Sweeney & Jacobson, Inc., in closing out transactions for the work in Tarrant County on the Eagle Mountain Dam.

There being no further business to come before the Board, the meeting was adjourned.

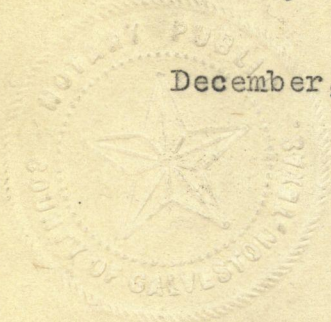
Jno. E. Jacobson
President

No seal

This is to certify that the above is a copy of the minutes of the meeting of the Board of Directors of Jacobson, Sweeney & Jacobson, Inc., at 12:30 noon, on December 17th, 1932.

Subscribed and sworn to before me this 17th day of December, 1932.

L. Lee Beckler
Notary Public in and for Galveston County,
Texas.



EXA
S.H.
5A

OK J.H.

(5a)
"E X H I B I T A"
12/20/32.

STATE OF TEXAS:
COUNTY OF DALLAS:

BEFORE ME THE UNDERSIGNED AUTHORITY on this day

personally appeared J.E. Jacobson, to me well known,
who, being by me first duly sworn upon his oath deposes and says:

That he is President of Jacobson, Sweeney & Jacobson, Inc., and that
he is personally familiar with the facts herein stated, and duly authorized to
make this affidavit;

That Jacobson, Sweeney & Jacobson, Inc., is a subcontractor under
Trinityfarm Construction Company, heretofore engaged in the construction of
Eagle Mountain Dam, under contract dated February 4, 1930, between Tarrant County
Water Control and Improvement District Number One, as owner, and Trinityfarm Con-
struction Company, McKenzie Construction Company and Uvalde Construction Company,
as contractors;

That all claims of any character whatsoever against Jacobson, Sweeney
& Jacobson, Inc., in favor of material men, laborers, equipment, rentals, and
subcontractors, on account of the construction by it of work under said contract,
have been fully paid and discharged, with the exception of the following:

American Manganese Steel Company	\$1185.10
Briggs-Weaver Machinery Company	892.51
Ft. Worth Well Machinery & Supply Company	236.10
Houston Foundry & Machine Company	1344.81
Morris Machine Works	2450.00
Mobile Pulley & Machine Works	200.00
Magnolia Petroleum Company	124.01
Sloan Lumber Company	121.60
Texas Electric Service Company	579.04
Union Indemnity Company	477.09
Wyatt Metal & Boiler Works	1165.60
U.S. National Bank	132.22
	<u>\$8908.08</u>

That no claim of any character exists which can be asserted against
Tarrant County Water Control and Improvement District Number One on account of work
done, or materials furnished, by Jacobson, Sweeney & Jacobson, Inc., on said Eagle
Mountain Dam, by any person other than those before mentioned, and Trinityfarm
Construction Company, and that payment of final estimate thereon will satisfy in
full the claims of said Trinityfarm Construction Company.

JACOBSON, SWEENEY & JACOBSON

BY J. E. Jacobson
President.

Subscribed and sworn to before me this the 19th day of December, A.D. 1932.

Carrie L Miller
Notary Public, Dallas County, Texas.

ExA
J.H.

OK-J.H.

OK-J.H.
5B

(5b)
"EXHIBIT A"
12/20/32.

Dallas, Texas.

December 19th-1932.

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

Gentlemen:

As subcontractor under Trinityfarm Construction Company, we hereby consent that payment of proceeds of two hundred and sixty two (262) bonds of the District, at Nine Hundred Dollars (\$900.00), per bond, and accrued interest, be made to the joint contractors under the contract of date February 4th, 1930, and as between such joint contractors charged against Trinityfarm Construction Company.

Yours very truly,

JACOBSON, SWEENEY & JACOBSON

BY

E. Jacobson
Pres.

Ex A
S.H.
6-

(6)
"EXHIBIT A"
12/20/32

THE FORT WORTH NATIONAL BANK

ESTABLISHED 1873

FORT WORTH, TEXAS

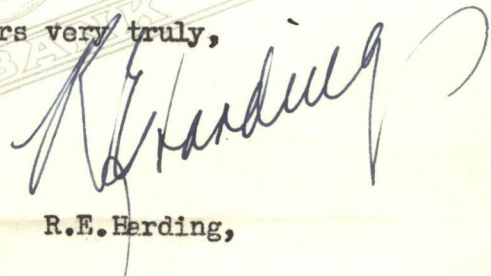
December 14, 1932

Mr. D.K.Woodward, Jr., Vice-President,
Trinityfarm Construction Company,
Dallas, Texas.

Dear Dudley:

Replying to your letter of the 13th beg to advise that it will be agreeable to us to hold ~~all but~~ the final estimate due you under your contract as security for your note for \$26,000.00 and release the balance due you by the Water District, which we understand is the retention due you under your contract.

Yours very truly,



R.E. Harding,

R.E. Harding,

President.

REH:JBT

(7) A

(7)
"EXHIBIT A"
12/20/32

Dallas, Texas,
December 17, 1932.

Tarrant County Water Control
and Improvement District No. 1,
Capps Building,
Fort Worth, Texas.

The undersigned, Trinityfarm Construction Company, hereby submits this its official bid to purchase from you, at Nine Hundred (\$900.00) Dollars per bond and accrued interest, the following bonds of the District, known as Lot 2, Series D, of bonds dated November 16, 1931, as described in Circular of the District of date December 10, 1932, said bonds being Two Hundred Sixty-two (262) in number, and having maturity dates and serial numbers as follows:

<u>YEAR</u>	<u>LOT NO. 2 MATURITIES</u>	<u>SERIAL NUMBERS</u>
1939	\$ 1,000.00 —	5069
1940	3,000.00 —	5081 to 5083
1942	4,000.00 —	5114 to 5117
1943	3,000.00 —	5133 to 5135
1945	5,000.00 —	5171 to 5175
1946	4,000.00 —	5193 to 5196
1948	4,000.00 —	5238 to 5241
1949	8,000.00 —	5252 to 5259
1950	10,000.00 —	5276 to 5285
1952	8,000.00 —	5329 to 5336
1953	10,000.00 —	5362 to 5371
1954	17,000.00 —	5391 to 5407
1955	12,000.00 —	5418 to 5429
1956	15,000.00 —	5450 to 5464
1957	15,000.00 —	5485 to 5499
1958	15,000.00 —	5522 to 5536
1959	15,000.00 —	5560 to 5574
1960	13,000.00 —	5604 to 5616
1961	16,000.00 —	5644 to 5659
1962	26,000.00 —	5675 to 5700
1963	28,000.00 —	5721 to 5748
1964	<u>30,000.00</u> —	5769 to 5798.
TOTAL	\$ 262,000.00	

We offer to pay for said bonds the sum of NINE HUNDRED (\$900.00) DOLLARS each, plus interest accrued thereon from September 15, 1932, to date of actual delivery of such bonds to us, and agree to pay for said bonds by way of a credit of the purchase price thereof as of the date of delivery of such bonds to us on the indebtedness owing the joint contractors by the District, such payment as between the joint contractors to be charged against Trinityfarm Construction Company, and not against Uvalde Construction Company or McKenzie Construction Company.

It is understood that each of such bonds shall have attached thereto coupon maturing March 15, 1933, and all subsequent coupons; that the same shall be accompanied by preliminary approving opinion of Chapman & Cutler; that final approving opinion will be delivered in due course; and that delivery of such bonds shall be made to the First National Bank in Fort Worth for account of Trinityfarm Construction Company.

This bid is joined in below, pro forma, by Uvalde Construction Company and McKenzie Construction Company, pursuant to paragraph 9 of letter of the joint contractors to the District, dated as of December 21, 1932.

TRINITYFARM CONSTRUCTION COMPANY

By *W. H. Woodward Jr.*
Vice President.

UVALDE CONSTRUCTION COMPANY

By *W. H. Woodward Jr.*
Agent and Attorney in Fact.

McKENZIE CONSTRUCTION COMPANY

By *W. H. Woodward Jr.*
Agent and Attorney in Fact.

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>BOND NUMBERS INCLUSIVE</u>	
1939	\$1,000.00		5068
1940	3,000.00	5081	To 5083
1942	4,000.00	5114	To 5117
1943	3,000.00	5133	To 5135
1945	5,000.00	5171	To 5175
1946	4,000.00	5193	To 5196
1948	4,000.00	5238	To 5241
1949	8,000.00	5252	To 5259
1950	10,000.00	5276	To 5285
1952	8,000.00	5329	To 5336
1953	10,000.00	5362	To 5371
1954	17,000.00	5391	To 5407
1955	12,000.00	5418	To 5429
1956	15,000.00	5450	To 5464
1957	15,000.00	5485	To 5499
1958	15,000.00	5522	To 5536
1959	15,000.00	5560	To 5574
1960	13,000.00	5604	To 5616
1961	16,000.00	5644	To 5659
1962	26,000.00	5675	To 5700
1963	28,000.00	5721	To 5748
1964	<u>30,000.00</u>	5769	To 5798
TOTAL	\$262,000.00		

"EXHIBIT B"
12/20/32

FORT WORTH, TEXAS.

DECEMBER 20th, 1932.

RECEIVED OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE THE SUM OF \$-----239,256.93, BEING PROCEEDS OF 262 BONDS OF SAID DISTRICT DESCRIBED IN BID OF TRINITYFARM CONSTRUCTION COMPANY, AND OTHERS, THEREFOR, OF DATE DECEMBER 17, 1932, THE SUM HEREBY RECEIPTED FOR HAVING THIS DAY BEEN CREDITED AGAINST THE INDEBTEDNESS OWING THE JOINT CONTRACTORS, UNDER CONTRACT OF DATE FEBRUARY 4, 1930, SUCH CREDIT AS BETWEEN THE JOINT CONTRACTORS BEING CHARGEABLE EXCLUSIVELY TO TRINITYFARM CONSTRUCTION COMPANY AND NOT TO UVALDE CONSTRUCTION COMPANY OR MCKENZIE CONSTRUCTION COMPANY.

WITNESS OUR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

TRINITYFARM CONSTRUCTION COMPANY

BY *[Signature]*
VICE PRESIDENT.

MCKENZIE CONSTRUCTION COMPANY

BY *[Signature]*
AGENT AND ATTORNEY IN FACT.

UVALDE CONSTRUCTION COMPANY

BY *[Signature]*
AGENT AND ATTORNEY IN FACT.

FORT WORTH, TEXAS

DECEMBER 20th 1932.

RECEIVED OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE TWO HUNDRED SIXTY TWO THOUSAND (\$262,000.00) DOLLARS PAR VALUE OF ITS SERIES "D" BONDS, DATED NOVEMBER 16, 1931, BEING LOT NO.2 OF BONDS DESCRIBED IN CIRCULAR OF SAID DISTRICT OF DATE DECEMBER 10, 1932, WHICH BONDS ARE DESCRIBED, AS FOLLOWS:

Handwritten notes:
10 3/10
6 2/10
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964

<u>YEAR</u>	<u>LOT NO.2 MATURITIES</u>	<u>SERIAL NUMBERS</u>
1939	\$ 1,000.00	5068
1940	3,000.00	5081 to 5083
1942	4,000.00	5114 to 5117
1943	3,000.00	5133 to 5135
1945	5,000.00	5171 to 5175
1946	4,000.00	5193 to 5196
1948	4,000.00	5238 to 5241
1949	8,000.00	5252 to 5259
1950	10,000.00	5276 to 5285
1952	8,000.00	5329 to 5336
1953	10,000.00	5362 to 5371
1954	17,000.00	5391 to 5407
1955	12,000.00	5418 to 5429
1956	15,000.00	5450 to 5464
1957	15,000.00	5485 to 5499
1958	15,000.00	5522 to 5536
1959	15,000.00	5560 to 5574
1960	13,000.00	5604 to 5616
1961	16,000.00	5644 to 5659
1962	26,000.00	5675 to 5700
1963	28,000.00	5721 to 5748
1964	30,000.00	5769 to 5798
	\$262,000.00	

RECEIPT OF ABOVE BONDS IS ACKNOWLEDGED IN COMPLETION OF SALE THEREOF BY THE DISTRICT TO THE UNDERSIGNED, PURSUANT TO ITS BID THEREFOR AT NINETY CENTS ON THE DOLLAR AND ACCRUED INTEREST, OF DATE DECEMBER 17, A.D. 1932.

TRINITYFARM CONSTRUCTION COMPANY
BY OK Woodward
VICE PRESIDENT