

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
13TH DAY OF FEBRUARY, A. D. 1933, 8:30 P.M.

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

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

At this meeting W. R. Bernett 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

1.

Minutes were read, approved and ordered of record as follows,

viz:

Minutes of Regular Meeting held on	December 12, 1932
Minutes of Called Meeting held on	December 20, 1932
Minutes of Regular Meeting held on	December 26, 1932
Minutes of Called Meeting held on	December 30, 1932
Minutes of Called Meeting held on	December 31, 1932
Minutes of Regular Meeting held on	January 9, 1933
Minutes of Regular Meeting held on	January 16, 1933

2.

Attached to these Minutes as "Exhibit A," is an itemized statement of proposed voucher checks of the District, bearing consecutive serial numbers from 3086 to 3110, both inclusive, for the total sum \$3419.40. There was full consideration of those voucher checks bearing consecutive numbers 3086 to 3107, together with the data to support the same, whereupon Director Stripling made a motion that the supporting accounts and each of said voucher checks do be approved and that each of said checks do be executed and delivered to the respective persons entitled to receive the same. Director Hogsett seconded the adoption of this motion. Upon a vote being taken the motion was carried and it was so ordered.

3.

Thereupon there was presented to the Directors the fact that Mr. A. L. Culwell, through error had sold an old house which did not belong to the District; that he had paid into the District's Treasury the sum \$15.00; and

that he personally had made restitution to the true owner of the house. Upon consideration of this matter Director Hogsett made a motion that the District do reimburse Mr. Culwell for the amount paid in error to the District, and that the District Voucher Check No. 3109, for the sum \$15.00, payable to the order of A. L. Culwell, do be executed and delivered to Mr. Culwell, in payment of said claim. Director Stripling seconded the adoption of this motion. Upon a vote being taken the motion was carried and it was so ordered.

4.

Attached to these Minutes as "Exhibit B" is an itemized list of service rendered by G. W. Duke, as Agent for the District, and showing the total income of the District through service of Mr. Duke as such agent to be \$3151.58. Said statement, in conformity to the agreement of Mr. Duke with this District, recites commission due and payable to Mr. Duke in the sum \$157.58, being 5% commission on the total amount of money so received by the District. There was full consideration of this matter, whereupon Director Hogsett made a motion that said claim do be approved as just and payable, and that the District's Voucher Check No. 3110, payable to the order of G. W. Duke for the sum \$157.58, do be executed and delivered to the payee therein, in satisfaction of said account. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was full consideration of the balance due and owing by this District to McKenzie Construction Company and Uvalde Construction Company, as joint contractors for this District, whereupon Director Stripling made a motion that W. R. Bennett in his capacity as President of the District do be hereby authorized to make tender of certain of the authorized bonds of this District to the said contractors in partial payment of the sum now due and owing to them by this District, but upon the express conditions, viz:

(a) 20% of said bonds shall be of the earliest maturities now available to this District for sale or delivery.

(b) Said contractors shall be required to credit on the indebtedness due by this District to them jointly, \$900.00 for each of said bonds, plus

the interest which may have accrued thereon from September 15, 1932, to the day of the delivery of said bonds.

(c) Said credit shall be entered as of the date of the delivery of said bonds.

(d) Insofar as may be done under the agreement between said named contractors and their co-contractor, Trinityfarm Construction Company, as confirmed by this District, money derived by the District from its contemplated loan from the Reconstruction Finance Corporation next shall be applied to the extent required to satisfy the debt of this District to the contractors; provided, however, that if any balance then remain due from the District to said contractors the same shall be paid by the delivery and sale of bonds of this District, to said contractors, which bonds shall be bonds having maturity in the year 1971. These bonds shall be sold and delivered under like conditions as are provided for the 206 bonds hereinabove designated. Any adjustment as against even thousand of dollars (the par sum of each of said bonds) shall be made by the District paying to the contractors money or the contractors paying to this District money, as may be required for such adjustment. Copy of said tender shall be attached hereto as "Exhibit C."

Adoption of this motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

6.

Attention of the Directors was called to the fact that the note of the District to the Continental National Bank of Fort Worth, for the sum \$6,000.00, matured on February 12, 1933. There was full consideration of the present financial condition of the District and it was the sense of the Directors that the District should seek to procure renewal of said loan by the Continental National Bank, whereupon Director Bewley made a motion that W. R. Bennett, in his capacity as President of the District, do be authorized to seek such renewal for the period of sixty days; further that he in the name of the District do execute a renewal note payable to the Continental National Bank of Fort Worth, Texas, in the sum \$6,000.00, in the manner, form and under the provisions of obligation set forth in the duplicate of said proposed note, which is attached to these minutes as "Exhibit D." Further, that Director Stripling in his capacity as Secretary of the District do attest said proposed note and imprint there-

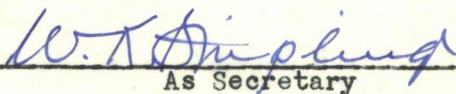
on the seal of this District; further, that the District's voucher check No. 3108, payable to Continental National Bank of Fort Worth, Texas, for the prepayment of the interest on said renewal note, for the period of 60 days, do be executed and delivered to said Bank in payment of said interest, as and when the Bank may agree to the extension hereby sought. Director Hogsett seconded the adoption of this motion, as the act and deed of the District. Upon a vote being taken the motion was carried and it was so ordered.

7.

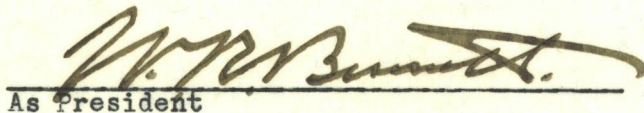
Attached to these minutes as "Exhibit E" is a copy of a letter dated February 13, 1933, addressed to Continental National Bank of Fort Worth, the official depository for this District. Said letter relates to the Bank signing the agreement borne on the back of each note proposed to be delivered by the District to Reconstruction Finance Corporation as a means of procuring for the District a loan of \$450,000.00. Reference here is made to said Exhibit to the same effect as though it were embodied herein. There was consideration of said matter, whereupon Director Hogsett made a motion that said letter be executed as the request, act, deed and binding obligation of this District, as in said letter is set forth. Further that same be executed in the name of the District by W. R. Bennett "As President," and that same do be attested by W. K. Strippling, "As Secretary," with the official seal of this District, for delivery to said Bank, together with a certified copy of the Minutes of this meeting. Adoption of said motion was seconded by Director Hickman. Upon a vote being taken all directors voted for the motion and it was carried.

8.

No further business was presented and the meeting was adjourned.


As Secretary

APPROVED:


As President

"E X H I B I T A"
2/13/33
8:30
MEMORANDUM

VOUCHERS #3086 TO #3110, INCLUSIVE, DATED FEBRUARY 13, 1933

VOUCHER NO.	ISSUED TO	COVERING	A M O U N T
3086	Sidney L. Samuels	Legal Services	\$ 333.33
3087	Ireland Hampton	Legal Services	500.00
3088	E. B. Cheatham	Salary	200.00
3089	Alice McConnell	Salary	90.00
3090	A. L. Culwell	Salary	100.00
3091	Dan Jackson	Labor, Bridgeport Dam	7.50
3092	O. A. Welch	Labor, Bridgeport Dam	6.45
3093	H. A. Hunter	Salary \$100.00 Gasoline, Oil, etc. 25.78	125.78
3094	D. T. Riggs	Labor, Eagle Mountain Dam	6.60
3095	Buck Riggs	Labor, Eagle Mountain Dam	2.40
3096	Wm. Capps Building Company	Office Room Rent	40.00
3097	Ireland Hampton	Reimbursement, Expense	52.35
3098	Kaker Brothers	Supplies for Bridgeport Dam	1.10
3099	W. N. Moore, Postmaster	200 Postage Stamps	6.00
3100	Ritchie-Cartan & Turner Co., Inc.	Office Supplies	1.58
3101	Royal Typewriter Company	Office Supplies (typewriter)	5.75
3102	The Southwest Telephone Co.	Bridgeport Dam Telephone Service	5.35
3103	Southwestern Bell Telephone Co.	Office Telephone Service	23.70
3104	Texas Power & Light Company	Bridgeport Dam Electric Service	7.86
3105	The Western Union Telegraph Co.	Telegraph Service	11.07
3106	Pitner & Adams	Audit Services for 1932	410.00
3107	John Bourland, Tax Collector	Payment in accordance with contract	1250.00
3108	Continental National Bank, Fort Worth, Texas	Interest on 60 day note	60.00
3109	A. L. Culwell	Refund, a/c sale old house off of Mitchum Tract	15.00
3110	G. W. Duke	Commission on land leases and Miscellaneous Sales	157.58
T O T A L			\$ 3419.40

C O N D I T I O N O F F U N D S

1 9 3 3	CONST. FUND	MAINTENANCE FUND	INT. & SINKING FUND
February 11, 1933 Book Balance	\$ 3,584.89	\$ 16,583.29	\$ 214,506.33
Disbursements by Vo. #3086, to #3110, incl.	<u>642.58</u>	<u>1,526.82</u>	<u>1,250.00</u>
February 13, 1933 Book Balance	\$ 2,942.31	\$ 15,056.47	\$ 213,256.33

February 13, 1933.

"EXHIBIT B"
2/13/33 - 8:30

LIST OF 1933 LAND RENTALS HANDLED BY G. W. DUKE
AS LAND AGENT

<u>LEASED TO</u>	<u>LAND PURCHASED FROM</u>	<u>LEASE MONEY PAYMENTS</u>
Lloyd Baker	Lennie Kidd, W. C. Huddleston)	\$ 130.00
	L.F. Jaquess)	
S. R. Baker	R. W. Jackson, O. L. Marshall)	205.50
	A. Gant)	
Mrs. I. W. Cole	I. W. Cole	150.00
Dent Brothers	John I. Burgess	100.00
Doughty & Melton	A. B. Harmon	98.00
E. L. Dunaway	VanZandt Jarvis	25.00
W. M. Dunaway	E. Smith and W. M. Dunaway	10.00
Harry M. Courtney	J. W. Carroll	100.00
R. V. Beauchamp	Albert Shaw	76.50
R. H. Foster	R. H. Foster	40.00
J. C. Gaither	T. M. Dunaway	50.00
J. D. Harris	R. A. Stuart	60.00
R. W. Hiett	Tom Parish	150.00
O. L. Kimbrough	Anna H. Kimbrough & E. A. Corbett	40.00
W. H. Lasater	R. A. Hudson	22.00
O. G. Lowry	O. G. Lowry & J. N. McKee	100.00
Ross Lowrie	Perry Miller	35.00
Massey Brothers	Stock Yards National Bank	80.00
W. H. Norton	W. N. Younger	126.00
Robt. P. Pope	R. A. Pope	250.00
W. J. Porter	W. J. Porter	16.60
J. D. Portwood	T. A. Gantt	75.00
Benton Reed	W. M. Dunaway	25.00
Earl Reed	J. A. & J. C. Culver $\frac{1}{2}$	108.15
O. W. Sparks	Q. K. Dent	15.00
J. H. Spencer	Knox Hutchison	125.00
G. E. Splawn	M. M. Ford and Morris Heirs	50.37
M. S. Smith	G. W. Buck, J. D. Craft,)	326.00
	J. L. Roberson, W. T. Smith)	
W. F. Straw	J. L. Pierce	53.00
W. M. Wiley	R. H. Foster	25.00
W. W. Wiley	I. W. Cole	100.00
J. E. Williams	L. H. Hill	75.00
R. L. Williams	Foster Stanfield	75.00
TOTAL		\$ 2917.12

COMMISSION DUE G. W. DUKE ON 1932 LAND RENTALS AND SALES MADE SUBSEQUENT TO COMMISSION SETTLEMENT ON MARCH 7, 1932

<u>DATE</u>	<u>NAME</u>	<u>FOR</u>	<u>A M O U N T</u>
3/9/32	C. B. Reynolds	Windmill -- Carter-Meacham land	\$ 25.00
3/17/32	W. D. Scoggins	Lease: Tom Parish Land	100.00
3/22/32	T. C. Banks	Earnest money: O. L. Marshall land	34.46
3/22/32	W. I. Yoakum	Silo fragments: Carter-Meacham land	25.00
8/11/32	D. H. Horton	Land Rental, Perry Miller land, 1/1/32 to 8/31/32	40.00
2/11/33	D. H. Horton,	Land Rental, Perry Miller land, 9/1/32 to 10/31/32	10.00
GRAND TOTAL			\$ 234.46
GRAND TOTAL			\$ 3151.58

CORRECT: DUE G. W. DUKE 5% COMMISSION ON \$3151.58\$ 157.58

(ORIGINAL IS ATTACHED TO VOUCHER NO. 3110, AS SIGNED BY MR. DUKE)

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

BOARD OF DIRECTORS

W. R. BENNETT, PRES.
E. E. BEWLEY, VICE-PRES.
W. K. STRIPLING, SEC'Y
JOE B. HOGSETT
C. A. HICKMAN

OFFICE CAPPS BUILDING

PHONE 3-2848

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

SIDNEY L. SAMUELS } ATTORNEYS
IRELAND HAMPTON }

HAWLEY AND FREESE
ENGINEERS

February 18, 1933.

McKenzie Construction Company,
San Antonio, Texas.

Uvalde Construction Company,
Dallas, Texas.

ATTENTION MESSRS. MCKENZIE AND BENTLEY.

RE: Tender of Bonds in partial payment of the balance due by this District to you.

Gentlemen:

At a meeting of the Board of Directors of this District held on February 13, 1933, the Board of Directors did adopt an order which is in words, figures and symbols as follows:

"There was full consideration of the balance due and owing by this District to McKenzie Construction Company and Uvalde Construction Company, as joint contractors for this District, whereupon Director Stripling made a motion that W. R. Bennett in his capacity as President of the District do be hereby authorized to make tender of certain of the authorized bonds of this District to the said contractors in partial payment of the sum now due and owing to them by this District, but upon the express conditions, viz:

(a) 206 of said bonds shall be of the earliest maturities now available to this District for sale or delivery.

(b) Said contractors shall be required to credit on the indebtedness due by this District to them jointly, \$900.00 for each of said bonds, plus the interest which may have accrued thereon from September 15, 1932, to the day of the delivery of said bonds.

(c) Said credit shall be entered as of the date of the delivery of said bonds.

McKensie Construction Company
Uvalde Construction Company
February 18, 1933
Page 2.

(d) Insofar as may be done under the agreement between said named contractors and their co-contractor, Trinityfarm Construction Company, as confirmed by this District, money derived by the District from its contemplated loan from the Reconstruction Finance Corporation next shall be applied to the extent required to satisfy the debt of this District to the contractors; provided, however, that if any balance then remain due from the District to said contractors the same shall be paid by the delivery and sale of bonds of this District, to said contractors, which bonds shall be bonds having maturity in the year 1971. These bonds shall be sold and delivered under like conditions as are provided for the 206 bonds hereinabove designated. Any adjustment as against even thousand of dollars (the par sum of each of said bonds) shall be made by the District paying to the contractors money or the contractors paying to this District money, as may be required for such adjustment.

Adoption of this motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered."

In accordance with the direction contained in said minutes, this District hereby does make tender to sell and deliver to you bonds of the District in principal amount, for the price and upon the conditions provided for in the quoted order.

Kindly let us have your prompt written answer as to the acceptance or rejection of the tender hereby made to you.

Respectfully,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

By _____
As President.

\$ 6,000.00

FORT WORTH, TEXAS,

February 13

1933

ON OR BEFORE SIXTY 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

SIX 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 OR 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: Bonds of "Series D" of Tarrant County Water Control and Improvement District Number One, dated November 16, 1931, for the par principal sum \$1000.00 each, with coupons numbered three and subsequent attached, and bearing serial numbers as follows, viz: 5011, 5012, 5023, 5024, 5025, 5037, and an interest equal to sixty per cent of 5038, making seven bonds delivered herewith.

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 OR 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:

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE,

DUE _____

NO. As Secretary P. O. _____

BY:

As President.

"EXHIBIT D" - 2/13/33 - 8:30

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

BOARD OF DIRECTORS

W. R. BENNETT, PRES.
E. E. BEWLEY, VICE-PRES.
W. K. STIFLING, SEC'Y
JOE B. HOGSETT
C. A. HICKMAN

OFFICE CAPPS BUILDING

PHONE 3-2848

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

SIDNEY L. SAMUELS /
IRELAND HAMPTON / ATTORNEYS

HAWLEY AND FREESE
ENGINEERS

February 13, 1933.

Continental National Bank,
Fort Worth, Texas.

Gentlemen:

Attached hereto find certain documents as follows, viz:

- 1--Certified copy of the minutes of this District authorizing the writing of this letter, and binding the District to the observance and keeping of the obligations herein set forth;
- 2--A copy (hereby certified to be a true copy) of "Schedule B" of Reconstruction Finance Corporation, containing the express provisions of forty-five (45) promissory notes of this District, to be executed and delivered to said corporation, as the means of procuring a loan of \$450,000.00 to this District, by said corporation.

In said "Schedule B" are specifically set out certain requirements relating to a "Special Fund", which here are referred to as part hereof. Further, at the end of said "Schedule B," and to be the same upon each of the forty-five notes to be executed in conformity thereto, there is a certain agreement which is proposed for execution by you as the present qualified statutory depository of this District.

In consideration that you will cause the same to be executed in your name, and as an obligation on your part, as an act to render aid to this District in procuring the desired loan, it is agreed by this District to be binding on it and all future directors, officers and agents of the District, as follows, viz:

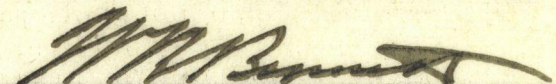
a--All checks to be drawn on said "Special Fund" (in which only net income from the commercial revenues of this District is to be deposited) shall be drawn on a check form whereon shall be printed: "To be deliv-

ered to the payee hereof, and paid only after the issuance hereof has been approved by a responsible officer of this bank," and "Issuance approved by _____, as _____." The "responsible officer" hereinbefore referred to shall be held to mean the Chairman of your Board, your President, a Vice-President or your Cashier.

b--As further consideration for your having assumed the obligations hereby contemplated, it expressly and irrevocably is agreed that this District will and shall hold and save you wholly harmless against any claim or demand of whatever nature which may grow out of your having assumed the obligation aforesaid, and whether with or without fault on the part of any employee or agent of yours: This agreement, however, shall not operate to relieve you of your duty to safely keep and lawfully pay out money deposited in said "Special Fund." It further is agreed that this District shall indemnify and hold you harmless against any expense, to include reasonable attorney's fees, which may arise as an incident of your having assumed the obligation hereby proposed to you.

Respectfully,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE



As President.

ATTEST:

As Secretary.