

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 JUNE, 1933, AT 3:30 P.M.

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

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

President Bennett presided; Director Stripling acted in his capacity as Secretary

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

1.

Minutes of Meeting held on June 5, 1933, were read, approved and ordered of record.

2.

Attached to these Minutes as "Exhibit A" and as part hereof, is an itemized statement of the Financial Condition of this District as of June 13, 1933. With said statement were presented proposed voucher checks consecutive numbers 3188 to 3216, both inclusive, for the total sum \$1582.32. There was examination of the proposed voucher checks together with the data to support the same, whereupon Director Hickman made a motion that each of the accounts proposed to be paid by said Voucher Checks do be approved as accounts now due and payable; that said voucher checks do be executed and delivered to the respective persons entitled to receive the same. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

3.

Director Hickman presented to the Directors the recommendation of Mr. Geo. W. Duke (as Land and Rental Agent for the District) which was to the

effect that R. W. Hiatt, as lessee of the land purchased by this District from Tom Parish, should have authority to make repairs on the improvements on said premises at a cost not to exceed \$14.85, to be paid for by the District. It was reported that said improvements were needed to preserve the property and that the condition of said improvements was not due to any neglect on the part of Mr. Hiatt, whereupon Director Hickman made a motion that the recommendation of Mr. Duke do be adopted and that said improvements do be authorized on the basis stated; further, that the District's Voucher Check #3217, payable to R. W. Hiatt, for the sum \$14.85, do be executed and transmitted to Mr. Hiatt to cover said authorization. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

4.

Attached to these Minutes as "Exhibit B," is a letter written by Marvin C. Nichols, District Engineers, relating to a proposed contract between the District and the Texas Electric Service Company, concerning the provision for power at the Eagle Mountain Dam, to be used immediately for pumping water upon the grass upon the dam and later to be used in operation of the valves. There was full consideration of this matter, whereupon Director Stripling made a motion that the contract as proposed do be entered into for the account of the District, and that Mr. Marvin C. Nichols be accorded authority to therefor. This motion was seconded by Director Bewley. Upon a vote being taken, the motion was carried and it was so ordered.

5.

There was presented for consideration a proposed voucher check No. 3218, payable to W. U. Blocker for the sum \$10.00. Mr. Marvin C. Nichols

of the Engineers, explained that Mr. Blocker had been employed by him to assist in running the lines and locating corners of the lands purchased by the District from J. T. Counts, in order to qualify Mr. Blocker as a witness in the law suit between J. T. Counts and this District now pending in the District Court of Wise County, Texas. Director Bewley made a motion that said account do be approved, allowed and that said check do be issued and delivered to Mr. Blocker in payment of said account. This motion was seconded by Director Strippling. Upon a vote being taken the motion was carried and it was so ordered.

6.

There was presented to the Directors the fact that the note of the District for the sum \$4,086.98, payable to the Continental National Bank of Fort Worth, was now mature and that the same should be renewed, whereupon Director Stripling made a motion that the appropriate officers do seek a renewal of said Note for 60 days; that they be authorized to execute such renewal and that the District's Voucher Check No. 3219, for the sum \$40.87, to pay interest on the proposed renewal, do be issued and delivered to the Bank upon such renewal; further, that a copy of said renewed note do be attached to these Minutes as "Exhibit C," as part hereof. Upon a vote being taken the motion was carried and it was so ordered.

7.

No further business was presented and the meeting adjourned.

APPROVED:

W. K. Stripling  
As Secretary

E. B. Bewley  
President

"EXHIBIT A"  
6/13/33

VOUCHER CHECK ISSUED AT MEETING  
HELD ON MAY 9, 1933.

VO. NO.	ISSUED TO	COVERING	AMOUNT
3187	Ireland Hampton	Payment on Expense-Tripto Washington, D. C.	\$ 800.00

VOUCHERS #3188 TO #3216, INCLUSIVE, DATED JUNE 13, 1933.

VO. NO.	ISSUED TO	COVERING	AMOUNT
3188	Sidney L. Samuels	Legal Services	\$ 333.34
3189	Ireland Hampton	Legal Services	500.00
3190	E. B. Cheatham	Salafy	200.00
3191	Alice McConnell	Salary	90.00
3192	A. L. Culwell	Salary	100.00
3193	O. A. Welch	Labor - Bridgeport	5.78
3194	Dan Jackson	Labor - Bridgeport	5.48
3195	R. E. Warner	Labor - Bridgeport	1.50
3196	Cobb Massy	Labor - Bridgeport	1.50
3197	Wm. Capps Building Company	Office Room Rent for June	40.00
3198	R. E. Cartan	Rubber Stamp	.45
3199	The Fort Worth Press	Publishing of "Notice for Bids for Depository"	13.86
3200	Fort Worth Star-Telegram	Publishing of "Notice for Bids for Depository"	12.90
3201	Home Telephone & Electric Co.	E. M. Dam Phone	7.50
3202	M. J. Kuehn	Office Supplies	2.55
3203	Royal Typewriter Co.	Office Supplies	2.50
3204	Texas Power & Light Co.	Electric Current Bridgeport Dam	6.69
3205	The Southwest Telephone Co.	Bridgeport Dam Phone	4.00
3206	Southwestern Bell Telephone Co.	Office Phone	15.35
3207	The Western Union Telegraph Co.	Telegraphic Service	7.99
3208	H. A. Hunter	Salary \$100.00) Car Expense 24.28)	124.28
3209	D. T. Riggs	Labor - Eagle Mountain Dam	47.10
3210	C. A. Wood	Labor - Eagle Mountain Dam	9.30
3211	J. B. Gore	Labor - Eagle Mountain Dam	9.60
3212	W. N. Moore, Postmaster	100 - 3 Cent Postage Stamps	3.00
3213	Cates Abstract Co.	Field Notes, Ordered by M. C. Nichols	6.50
3214	Hawley, Freese & Nichols	Reimbursement for payment to Cates Abstract Co. for Field Notes	2.00
3215	Kaker Brothers	Barb Wire & Staples	6.75
3216	Owen Funk	Gathering daily data and reporting on floods in Paradise-Boyd Area: Services \$9.60 Car Expense 12.80	22.40
T O T A L			\$ 1,582.32

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

	CONSTRUCTION FUND	MAINTENANCE FUND	INTEREST & SINKING FUND
BOOK BALANCE June 12, 1933	\$ 2,695.03	\$ 17,764.85	\$ 130,969.12
DISBURSEMENTS: VO. #3188 TO #3216, INCLUSIVE	-	1,582.32	-
BOOK BALANCE JUNE 13, 1933	\$ 2,695.03	\$ 16,182.53	\$ 130,969.12

JOHN B. HAWLEY  
S. W. FREESE  
M. C. NICHOLS  
H. A. HUNTER

"EXHIBIT B" — 6/13/33.

HAWLEY, FREESE AND NICHOLS

CONSULTING ENGINEERS

407-410 CAPPS BUILDING

FORT WORTH, TEXAS

June 10, 1933

WATER SUPPLY  
WATER PURIFICATION  
SEWERAGE  
SEWAGE TREATMENT  
FLOOD CONTROL  
APPRAISALS

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

Gentlemen:

We hand you herewith proposed application for electric service at Eagle Mountain dam.

It will be noted from the application blank that the minimum charge will be \$15.00 per month. In the schedule D submitted, it is our estimate that the electric bills will approximate \$75.00 per month with an average rate of about 4.6 ¢ per kilowatt hour.

It is estimated that it will cost approximately \$25.00 to have the lines run from the present transformer bank to the location of our pumping equipment. This work will be done by the electric company and billed to us at cost. Under the circumstances existing with reference to the long transmission line serving this equipment and the lack of customers on the line we are of the opinion that this is the most favorable contract which we will be able to procure.

It is recommended that we be authorized to arrange for this service at an early date.

The grass is beginning to be in need of water.

Respectfully yours,

HAWLEY, FREESE and NICHOLS

BY *Morris C. Nichols*

MCN: CW

JUN 12 1933

TEXAS ELECTRIC SERVICE COMPANY

Contract Horsepower:

**RATE "D"**

**GENERAL POWER RATE—CITY LIMITS—FOR CONSUMERS HAVING A**

**CONNECTED LOAD OF THREE HORSEPOWER OR MORE**

\$1.00 net per month per Contract Horsepower or major fraction thereof, which \$1.00 includes the use of fifteen (15) Kilowatt hours per month, and

Five (5) cents net per Kilowatt hour for the next twenty (20) Kilowatt hours used per month per Contract Horsepower or major fraction thereof, and

Four (4) cents net per Kilowatt hour for the next eighty (80) Kilowatt hours used per month per Contract Horsepower or major fraction thereof, and

Two and one-half (2½) cents net per Kilowatt hour for the next two thousand (2,000) Kilowatt hours used per month, and

One and one-half (1½) cents net per Kilowatt hour used per month for all Kilowatt hours used in excess of the above.

**Fuel Clause:**

The net amount to be paid by the Consumer to the Company for power and energy supplied hereunder in any such month or service period is based upon an average fuel cost and boiler room expense to the Company of Four and One Quarter Mills (\$0.00425) per Kilowatt hour and shall be subject to readjustment as follows:

Whenever the total fuel cost and boiler room expense to the Company at the operating stations, operated and/or maintained by it for the purpose of supplying energy to the system from which energy is delivered to the Consumer hereunder shall, for the calendar month next wholly preceding the last meter reading date made for billing purposes hereunder, exceed a sum equivalent to Four and One Quarter Mills (\$0.00425) per Kilowatt hour for the total number of Kilowatt hours delivered from said generating stations to said system during such calendar month, the amount to be paid as aforesaid by the Consumer for energy delivered to it hereunder in such service period shall be increased by adding thereto an amount which will bear the same ratio to the amount of such increase in the total fuel cost and boiler room expense to the Company for such calendar month as the total number of Kilowatt hours delivered to the Consumer hereunder in such service period bears to the total number of Kilowatt hours billed by the Company in such calendar month to all Consumers served from said system.

If, for such calendar month, the Company shall have purchased any portion of the energy supplied to said system and the amount paid therefor was, by the terms of such purchase, increased by reason of an increase in the fuel cost and boiler room expense to the party or parties from which the energy so purchased was obtained, the amount to be paid as aforesaid by the Consumer for energy delivered to it hereunder in such service period shall be subject to further readjustment by adding thereto an amount which will bear the same ratio to such total increase in the amount paid by the Company for energy so purchased as the total number of Kilowatt hours of energy delivered to the Consumer hereunder in such service period bears to the total number of Kilowatt hours billed by the Company in such calendar month to all Consumers served from said system.

**Minimum Charge:**

\$1.00 net per month per Contract Horsepower or major fraction thereof.

**Contract Horsepower:**

TEXAS ELECTRIC SERVICE COMPANY

The Contract Horsepower for billing purposes under this rate will be taken as equivalent to the sum of the manufacturer's ratings of the motors or other electrical devices connected, except that for connected loads in excess of 75 Horsepower a measured demand will be taken in lieu of the connected load to establish the Contract Horsepower. In case of a measured demand the Contract Horsepower for billing purposes will be the average horsepower supplied during the fifteen minute interval of maximum use during that month, but in no case less than 75% of the Contract Horsepower so established during the preceding eleven months and in no event less than 75 Horsepower.

**Contract Period:**

This rate applies to service for a period of not less than one year.

**Application of Rate:**

This rate applies to power installations of three (3) Horsepower or more installed in the City Limits of Fort Worth, Texas, excepting that Consumers having less than three (3) Horsepower may avail themselves of this rate provided they will consent to be billed on a basis of three (3) Contract Horsepower and a minimum monthly consumption of 150 Kilowatt hours.

**Notice:**

This is the Company's established schedule for the character of service above set forth and is expressly subject to change to a decreased or increased rate in accordance with such rate as the Company may in the future establish.

Minimum Charge:

\$1.00 net per month per Contract Horsepower or major fraction thereof.

TEXAS ELECTRIC SERVICE COMPANY

RATE "D"

GENERAL POWER RATE—CITY LIMITS—FOR CONSUMERS HAVING A  
CONNECTED LOAD OF THREE HORSEPOWER OR MORE

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Five (5) cents net per Kilowatt hour for the next twenty (20) Kilowatt hours used per month per Contract Horsepower or major fraction thereof, and

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TEXAS ELECTRIC SERVICE COMPANY

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**Notice:**

This is the Company's established schedule for the character of service above set forth and is expressly subject to change to a decreased or increased rate in accordance with such rate as the Company may in the future establish.

Minimum Charge:

\$1.00 net per month per Contract Horsepower or major fraction thereof.

\$ 4,086.98

FORT WORTH, TEXAS,

June 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  
**FOUR THOUSAND EIGHTY-SIX AND 98/100** ----- 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: **Bonds of "Series D" of Tarrant County Water Control and Improvement District Number One, dated November 16, 1931, for the par principal sum One Thousand Dollars (\$1,000.00) each, with coupons numbered four and subsequent attached, and bearing serial numbers as follows, viz: 5011, 5012, 5023, 5024, and an interest equal to fifty-four per cent. of 5025, making five 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 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:

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

DUE \_\_\_\_\_  
(Signed) W. K. Stripling

By (Signed) W. R. Bennett

NO. \_\_\_\_\_  
As Secretary  
SEAL OF DISTRICT

As President.

C" - 6/13/33.

"E X H I B I T