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 11TH DAY OF DECEMBER, 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

At this meeting Mr. Bennett presided as President of the Board of Directors; and W. K. Stripling acted in his capacity as Secretary.

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

1.

Minutes of the meeting of November 13, 1933, were read, approved and ordered of record.

2.

Attached to these Minutes as "Exhibit A" is a statement of the financial condition of this District, as of this day, which here is referred to as part hereof. Said statement shows voucher checks, consecutive and inclusive numbers 3434 to 3436, issued since November 13, for the total sum \$950.00. It also shows proposed checks consecutive and inclusive serial numbers 3437 to 3470, for the total sum \$3730.50, proposed to be issued. There was full consideration of said proposed voucher checks, together with the data and invoices to support the same, whereupon Director Stripling made a motion that the accounts represented by the said proposed voucher checks 3437 to 3470, inclusive, do be approved for payment; that said voucher checks do be issued in payment of said accounts and delivered to the respective persons entitled to receive the same. This motion was seconded by Director Hogsett, Upon a vote being taken the motion was carried and it was so ordered.

Attached to these Minutes, in folio, as "Exhibit B" will appear:

(a) proposed contract whereby Rube Williams, Tax Assessor for Tarrant County,

Texas, also will be established as Tax Assessor for this District to serve for

the calendar year 1934: (b) proposed contract of the District with John

Bourland, Tax Collector for Tarrant County, Texas, whereby said John Bourland

also will be established as Tax Collector for this District to serve for the

calendar year 1934: Reference here is made to said exhibits as part hereof.

There was full consideration of said matter, whereupon Director Bewley made

a motion as follows:

(a) That the proposed contract with Rube Williams do be ratified and executed as the act and deed of the District; (b) That the said proposed contract with John Bourland do be ratified and executed in behalf of the District by Director Hogsett, in his capacity as Chairman of the Committee on Organization. Further, that said Rube Williams be established as Tax Assessor for this District for the year 1934, under the conditions set forth in his signed proposal; (c) That John Bourland do be established and constituted Tax Collector for this District for the year 1934, under the conditions provided by his signed proposal; upon condition, however, that said John Bourland will on or before December 31, 1933, execute and deliver for approval by this District his lawful bond as Tax Collector, all to be under the terms and conditions set forth in the proposal of the said John Bourland.

This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

Director Bewley, in his capacity as Chairman of the Finance Committee, and Custodian of Pledges made by the Statutory Depository for the District, presented a request of the Continental National Bank of Fort Worth, as the District's Depository, to withdraw from pledge certain obligations of the United States of America, for the par sum \$55,000 now held in pledge to secure the District's R. F. C. Special Fund, and to substitute therefor certain other obligations of the United States of America for the par sum \$55,000. Director Bewley presented for approval multiple reciprocal receipts in the usual form to give evidence of the consummation of the request made. Said reciprocal receipt had been executed in behalf of the Depository Bank, and in behalf of the District, by Director Bewley. One of said multiple receipts, dated December 8, 1933, is attached to these minutes as "Exhibit C" and it here is referred to for more specific description of the securities proposed for withdrawal and those proposed for substitution. There was consideration of this matter, whereupon Director Bewley moved that the Directors authorize said withdrawal of securities and substitution of securities in the manner set forth in said reciprocal receipts, and that execution thereof by him in behalf of the District do be ratified and confirmed as the act and deed of the District; further, that one of said reciprocal receipts do be numbered "Exhibit No. 11" and attached to the bond of the depository bank and to be a part thereof as is provided for in said bond. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

5.

Director Hogsett presented to the Directors written communication made by Mr. Gay, as Land Inspector for the Dallas Joint Stock Land Bank, re-

lating to flood conditions upon a tract of land situated in Wise County, Texas, and known as the King & Whittington ranch. There was full consideration of this matter, and it was the sense of the Directors that Mr. Nichols, as Engineer for this District, and Mr. Gay, as representative of the Bank, do, as soon as practicable, meet for a joint inspection of the tract of land in question, for the purpose of endeavoring to reach a common agreement as to the conditions upon the land, and the causes of those conditions. Further that, the Directors of the District, as a body, at as early a date as could be arranged should go into the Paradise-Boyd flood area for examination of all tracts of land in that area, which are subject to flood, and which have formed sources of claims against this District. It was so ordered.

6.

There was presented to the Directors by President Bennett a letter of December 8, 1933, signed by W. Stevens, as Engineer for Tarrant County.

Said letter is attached to these Minutes as "Exhibit D" and here is referred to as part hereof. The letter relates to a request that the District without cost to the County do permit the County to take from lands of the District sufficient gravel to surface a road known as the Liberty School House Road, which skirts the Western Edge of Lake Eagle Mountain. Mr. Nichols, of the Engineers for the District, stated that the road was a well graded road, but lacked surface; that in his opinion the improvement of the road would much benefit numerous bodies of land which are owned by the district; that adequate and convenient gravel could be procured from some of the lands of the district upon which gravel pits already have been opened, without substantial injury to the land from which the gravel might be taken, it being understood that any removal of the gravel should be wholly at the expense of the County and that the County

might be taken, in a manner satisfactory to the engineers for the District.

There was full consideration of this matter, whereupon Director Stripling made a motion that the request of the County do be granted; subject only to the requirements that the Engineers for this District select the pit from which the gravel is to be taken; that the removal of the gravel be then under the supervision of the Engineers for the District; that no gravel be taken in excess of that required for surfacing of said Liberty School House Road; and that the County do smooth up the area from which the gravel may be taken in a manner approved, and under the supervision of, the Engineers for this District. 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 written request of Marathon Oil Company, dated December 6, 1933, relating to their claim for \$127.59, against Ethan A. Bond, for which said Company had filed with the District a Material Man's Claim against proceeds of compensation to McKenzie-Uvalde Construction Company, for work done on the Eagle Mountain reservoir. It appeared that Ethan A. Bond was a sub-contractor under a sub-contractor for said McKenzie-Uvalde Construction Company; further, that said sum \$127.59 was now withheld in the District's depositary and that the amount had been credited by the contractors upon their compensation as the same accrued against the District. It further appeared that Marathon Oil Company had been unable to procure from all of several parties releases deemed to be adequate to protect the district against payment of this claim. Upon consideration of said matter, Director Stripling moved that the proposal of Marathon Oil Company do

be granted and the said sum of money do be paid to them in satisfaction of said account; subject only to the requirement that: (a) Said Marathon Oil Company do tender a good and sufficient Surety Company Bond of indemnity, payable to this District, McKenzie Construction Company and Uvalde Construction Company, as their several interests might appear, and to be conditioned for the complete protection of the obligees in said bond. (b) However, that this proposal be wholly subject to the condition that the giving of said bond and the payment of said money be approved by said McKenzie Construction Company and said Uvalde Construction Company. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

8.

There was presented to the Directors for consideration a letter, dated December 7, 1933, signed by H. E. Whitaker, Assistant Chief Engineer for Reconstruction Finance Corporation, relating to the request of this District, filed with the Corporation, whereby the District desired to have authority to expend not to exceed \$3,000, under subdivision (f) of Section 2, of Schedule A, heretofore executed as between this District and the Corporation. There was full consideration of this matter, whereupon it was declared to be the sense of the Directors that all parts of said prior request (dated November 29, 1933) do be withdrawn save and except that part thereof relating to the desire of the district to plant willows and provide concrete drainage aprons at the lower berm of the Eagle Mountain Dam: It was so ordered.

9.

There was presented to the Directors for consideration a communication of Messrs. Burch & Woodruff, dated November 29, 1933. This related to the claims of Burch & Woodruff for compensation to them under their contract of

November 13, 1929. Said communication of November 29th stated that it was to be a substitute for the prior claim filed by Messrs. Burch & Woodruff, under date February 6, 1933. There was full consideration of this matter. It was the sense of all directors present, save Director Stripling, that said claim as stated under date November 29, for the total sum \$1775.00, do be approved for payment in full, at such time as the District might have available in its construction Fund a sum of money adequate therefor, and not otherwise appropriated. It was so ordered.

10.

There was presented to the Directors a communication from Mr. W. U. Blocker of Chico, Texas, dated December 4, 1933, whereby he made tender of purchase of certain land from the district. There was consideration of this matter, whereupon Director Hickman made a motion that said proposal of purchase do be rejected and that Mr. Blocker be so advised. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

11.

There was presented to the Directors for consideration a communication from Mr. Nichols of the Engineers for the District, dated November 29, 1933, containing a suggestion that the District should apply to the Public Works Administration for 30% grant on the cost of the labor and materials required to complete both the District's Lake Bridgeport and Lake Eagle Mountain works, now estimated to cost not to exceed \$41,000.00; it being understood that the remaining 70% of such cost should be defrayed by the District out of money now available to it in its Reconstruction Finance Corporation Special Fund. Upon consideration of this matter, Director

Stripling moved that the Engineers and Attorneys for the District be directed to file with the Public Works Administrator an application for grant, as is recommended by Mr. Nichols. This motion was seconded by Director Hogsett.

Upon a vote being taken the motion was carried and it was so ordered.

12.

REPORT OF LAND COMMITEE:

Directors Hickman and Stripling presented to the Directors proposals to lease land owned by the District, for the period from December 31, 1934, as follows:

	FOR LEASE OF					ACCOMP	ANYING	
PROPOSAL OF	LAND PURCHAS ED FROM	TRACT #	APPROXACRES		AL CON- ERATION	CASH	CHECK	BALANCE
S.R.Baker	R.W.Jackson	287						
	A.Gant	281 ·	137.82)	\$	125.00	-	\$25.00	\$100.00
E.L.Dunaway	VanZandt Jar-							
	vis	347	50.00		25.00	\$5.00	-	20.00-
W.M. Dunaway	E.Smith	331.	39.37)					
	W.M. Dunaway	332	3.72)		40.00	\$5.00	- 1	35.00
W.T.Steel	Perry Miller	286	71.11		60.00	35.00	-	(25.00)°
°-The \$25.	00 to repair ho	ouse -	for mater	ial	to be cr	edited o	n lease	on paid
bills fo celled.	r material - to	be re	paired by	Mar	ch 1st,	1934, or	lease i	s can-

There was full consideration of each of these proposals, whereupon Director Hickman moved that said leases do be approved and consummated; subject only to the actual payment in cash of the recited considerations, prior to December 15, 1933, and the execution of written leases containing the provisions in use by this District; further that, the proposed lease to W. T. Steel, to cover Tract No. 286, purchased by the District from Perry Miller, do be subject to these further conditions, which are: That upon recommendation of Mr. G. W. Duke, Mr. Steel shall be permitted to withhold from the consideration for the lease the sum of \$25.00, in order that he may purchase materials, the cost

not to exceed \$25.00, said materials being such as are required to repair the house used on said land, in order to better preserve the house and make it livable; further, that Mr. Steel will furnish to the District, approved by Mr. G. W. Duke, the receipts for materials so purchased and that in case said materials cost less than said \$25.00 Mr. Steel will pay to the district on or before March 1st the difference between the cost of the materials and the said sum \$25.00; further, that Mr. Steel shall complete said repairs on or before March 1st, 1934; that in case said repairs are not completed by said time and said remainder of repair allowance, if any, has not been repaid to the District by said March 1st, Mr. Steel shall forfeit the remainder of his lease and the cash payment made by him thereon. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

13.

There was presented to the Directors the fact that, on November 13, 1933, they had ordered that Mr. B. L. Brown's proposal to rent the Liles Heirs tract of land be rejected; and that Mr. B. L. Brown be notified that the District would consent to the rental of said property for the sum \$100.00 per year; further, that with Mr. Culwell's report No. 651, Mr. Culwell had sent to the District a check for the sum of \$80.00 in payment of the 1934 lease on said Liles place; that upon receipt of the \$80.00 the matter had been taken up with Dr. C. A. Hickman; that Dr. Hickman had ordered the amount accepted, subject to approval of all other directors of the district. Upon consideration of this matter, Director Stripling moved that the action of Dr. Hickman be approved and that the lease of the Liles land be consummated with Mr. B. L. Brown upon the basis of \$80.00 consideration, subject to execution of written lease in the usual form, and actual payment of the check remitted. This motion was seconded

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

14.

No further business was presented and the meeting was adjourned.

As Secretary

APPROVED:

As President

"EXHIBIT A" 12/11/33.

VOUCHER CHECKS ISSUED SINCE MEETING HELD ON NOVEMBER 13, 1933

COVERING

AMOUNT

VO. # ISSUED TO

34 34 3435 3436	CANCELLED Burch & Woodruff Burch & Woodruff	CANCELLED Attorneys' Fees Attorneys' Fees	CANCELLED 200.00 750.00
		TO #3470, INCLUSIVE MBER 11, 1933.	
vo. #	ISSUED TO	COVERING	AMOUNT
3437	W. R. Bennett	Director's Fees	\$ 20.00
	E. E. Bewley	Director's Fees	20.00
3439	W. K. Stripling	Director's Fees	20.00
3440	C. A. Hickman	Director's Fees	20.00
3441	Joe B. Hogsett	Director's Fees	20.00
3442	Sidney L. Samuels	Attorney's Fees	333.34
3443	Ireland Hampton	Attorney's Fees	500.00
3444	E. B. Cheatham	Salary	200.00
3445	Alice McConnell	Salary	90.00
3446	A. L. Culwell	Salary	100.00
3447	H. A. Hunter	Services \$100.00	
		Expense - Miscel. 53.07	153.07
3448	D. T. Riggs	Labor EM Dam	26.40
3449	Dan Jackson	Labor BP Dam	.90
3450	O. A. Welch	Labor BP Dam	1.05
3451	A-1 Typewriter Shop	Typewriter Ribbon	•75
3452	The Babcock Company	500 Sets Receipt forms	11.50
3453	Wm. Capps Building Company	Office Room Rent for December, 1933	40.00
3454	ROKKXW CANCELLED	CANCELLED	CANCELLED
3455	Clear-Copy Carbon Co.	1 Box Carbon Paper	2.50
3456	H. H. Hardin	Supplies for Bridgeport Dam	3.00
3457	Home Telephone and Electric Co.	Eagle Mountain Dam Telephone	7.50
3458	W. N. Moore, Postmaster	Postage Stamps	7.00
3459	Nash Hardware Company	Tools - C.W.A. work	60.86
3460	R. E. Cartan	4 line hand stamp	1.00
3461	Star Paper Fastener Co., Inc.	5-M Red Box Staples	1.25
3462	The Southwest Telephone Co.	Bridgeport Dam Telephone Service	3.65
3463	Southwestern Bell Telephone Co.	Office Telephone Service	14.05
3464	Texas Power & Light Company	Electric Service at Bridgeport Dam	
3465	Will Laird	Balance due re: Land Purchase	4.86
3466	John Bourland, Tax Collector	Payment due Dec. 31, 1933	250.00
3467	Rube Williams, Tax Assessor	Payment in full for assessing taxes	
3468	Fort Worth Bluprint Co.	Blueprints	13.14
3469	Ireland Hampton	Reimbursement	43.12
3470	J. V. Boley, County Clerk, Jack Co.	Recording T. H. Cherryhomes deed	2.50
			\$ 3,730.50

DISTRIBUTION OF VOUCHERS #3437 TO #3470,	INCLUSIVE
Directors	\$100.00
Legal	836.41
Office	368.05
Eagle Mountain Dam	186.97
Bridgeport Dam	117.66
Tax Assessing	1,750.00
Tax Collection	250.00
Refund-Abstract allowance-Will Laird	4.86
Recording Cherryhomes deed	2.50
Blueprints P.W.A. Application	13.14
C.W.A. Work:	
Tools \$60.86	
Traveling Expense -	
Ireland Hampton to Austin 40.05	100.91
TOTAL	\$3,730.50

CONDITION OF FUNDS

		TRUCTION	MAINTENANCE FUND	INTEREST & SINKING FUND	
Book Balance December 9, 1933	\$	322.55	\$ 10,130.08	\$ 74,197.56	
Disbursements: Vo. #3437 to #3470, inclusive	-	7.36	1,723.14	2,000.00	
Book Balance December 11, 1933		315.19	8,406.94	72,197.56	

Note — Escrow Deposit of \$127.59 is included in the Construction fund balance of \$315.19

R. F. C. SPECIAL FUND

BOOK BALANCE December 11, 1933

\$ 64,079.43

ROCK ISLAND CONDEMNATION DEPOSIT

BOOK BALANCE December 11, 1933

257,076.00

"EXHIBIT B" 12/11/33

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

OFFICE CAPPS BUILDING

PHONE 3-2848

SIDNEY L. SAMUELS (ATTORNEYS IRELAND HAMPTON)

HAWLEY AND FREESE ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

December 11, 1933

Mr. Rube Williams, Fort Worth, Texas.

BOARD OF DIRECTORS

JOE B. HOGSETT

C. A. HICKMAN

W. R. BENNETT, PRES. E. E. BEWLEY, VICE-PRES.

W. K. STRIPLING, SEC'Y

- Dear Mr. Williams:

Due to the fact that you are the qualified Tax Assessor for Tarrant County, Texas, you by law are eligible to become Tax Assessor for this District, under contract therefor. This letter is written to confirm the oral agreement heretofore made with you, and to give evidence of the terms of the agreement. The contract herein proposed has been formally approved by the Board of Directors of this District and their action thereon appears in the Minutes of the District. The specific agreement is as follows:

- (a) You are to do all things required by law to result that, property, both real and personal, subject to this District's tax for the year 1934 will be assessed, embodied in the roll (for the State and County) to be submitted to the Commissioners' Court for equalization; and, as equalized, ultimately pass to the Tax Collector as the basis for the collection of these taxes.
- (b) As soon as the approximate assessed values are known, this District will certify to you its tax rate for said year, in such manner as to prevent avoidable delay in the completion of your rolls.
- (c) For the rendition of the service above specified this District shall, on or before December 15, 1934, pay as compensation the sum SEVENTEEN HUNDRED FIFTY (\$1750.00) DOLLARS.

This letter is written in duplicate: Each of the duplicates has been executed in behalf of this District. You will please execute each duplicate and return one to the office of this District: Thereby your status as Tax Assessor for this District for the year 1934 will be established.

I hereby confirm the foregoing contract.

By

IMPROVEMENT DISTRICT NUMBER ONE,

President

TARRANT COUNTY WATER CONTROL AND

W.K. Duplings.

Rube Williams

#EXHIBIT B"
12/11/33.
(b)

Fort Worth, Texas,

December 11, 1933.

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

Gentlemen:

As part hereof, reference here is made to the contract between your District and me, dated December 31, 1932, whereby I was constituted as Tax Collector for your District, for the period from January 1, 1933, to December 31, 1933.

In order to enable you to make provisions for the collection of your district's taxes during the year 1934, I hereby agree that said contract be extended and perpetuated, so that the same will expire at 12 o'clock midnight, on December 31, 1934; subject only to the condition that, paragraph 3 (a) of said contract be amended to read as follows:

"All prior earned installments of compensation hereunder having been well and truly paid to you, if you from any cause cease actually to function as Tax Collector for this District (it being understood that you will so cease at any time at which you may cease to function as Tax Collector for the County) then the consideration provided for in subdivision 2 of this letter shall be abated as to any sum not then paid hereunder."

This proposed extension is subject to the provision that my compensation for service during the year 1934 shall be paid in amounts, at times, and under the same conditions as were fixed by said original contract for the year 1933.

This letter is written in duplicate. If you approve the proposed extension of said contract, as set out herein, please sign both of the duplicates of this letter in the space provided below, and return one of the duplicates to me: We thereby will come to firm agreement.

The foregoing agreement hereby is ratified and perfected.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

As Chairman of the Committee on Organization.

Yours very truly.

John Bourland

"EXHIBIT C" 12/11/33 EXHIBIT No. 11

WITHDRAWAL OF SECURITIES
And
SUBSTITUTION OF SECURITIES

OF FORT WORTH, TEXAS, hereby acknowledges receipt of withdrawal of securities heretofore pledged exclusively to secure deposit in the sum of \$459,008.00 made in CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, under date of August 5, 1933, for use and benefit of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, and representing the total amount paid by Reconstruction Finance Corporation to said District as the agreed purchase price for 463 bonds of said District of par principal value of \$463,000.00, being all the bonds of "Series D-2" of said District, as registered in the office of the Comptroller of Public Accounts of the State of Texas, and as set out in "Exhibit No.4"; said securities are described in "Exhibit No.4 attached to the Bond of this Bank as the District's Depository, dated June 17, 1933, and the same are specifically described as follows:

\$55,000.00

(FIFTY FIVE THOUSAND & No/100 DOLLARS)

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as of this date, does acknowledge receipt from CONTINENTAL NATIONAL BANK OF FORT WORTH, TEX., to be deposited as collateral to secure the bond of said bank as the depository of this District:

U. S. 31/4 TREASURY BONDS OF 1943-45, with April 15th, 1934 and subsequent coupons attached:

\$55,000.00

(FIFTY FIVE THOUSAND & No/100 DOLLARS)

The pledge hereby effected exclusively shall be to secure any balance of the deposit of the sum of \$459,008.00, made in Continental National Bank under date of August 5, 1933, for the use and benefit of said District, and representing the total amount paid by Reconstruction Finance Corporation to said District as the agreed purchase price for 463 bonds of said District, of par principal value \$463,000.00, and being all of the bonds of "Series D-2" of said District, as registered in the office of the Comptroller of Public Accounts of the State of Texas.

THIS RECIPROCAL RECEIPT is hereby designated "Exhibit No.11" and is to be attached to the Bond executed by said Bank on June 17, 1933.

WITNESS OUR HANDS on this 8th day of December, 1938, A.D.

CONTINENTAL NATIONAL BANK OF FORT WORTHY TEXAS,

ATTEST:

MESSELLES As Cashier

As Vice-President

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

Custodian of Pledges

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

"SEE ITEM 11-MINUTES 12/11/33-3:30 P.M. HAWLEY, FREESE AND NICHOLS

CONSULTING ENGINEERS
407-410 CAPPS BUILDING

FORT WORTH, TEXAS

Nov. 29, 1933

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

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

Gentlemen:

In connection with the installation of valves in the conduit at Eagle Mountain and also the grouting of the east hill at Eagle Mountain, we would call your attention to the provisions of the Public Works Administration act which will permit the granting of a direct grant by the Federal Government of 30% of the cost of the labor and materials with the remaining 70% to be provided by cash already in the hands of the applicant.

We would suggest that the engineers and attorneys for the District be instructed to prepare an application to the P.W.A. for the above 30% grant. The remaining 70% to be paid by the District by funds now "ear marked" in the R.F.C. special account.

We would also suggest that a second application be prepared requesting 30% grant on the labor and materials required to fill in the Berkshire gap.

Respectfully submitted,

HAWLEY, FREESE and NICHOLS

BY Marin C. Hickory

MCN: CW