

OK
S.H.

MINUTES OF A CALLED MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON THE
9TH DAY OF APRIL, 1934, 3 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

There were also present:

J. I. Short, Commissioner of Precinct #4 of Tarrant County;
Mr. David Greines, as Attorney for Tarrant County;
Mr. Wesley Stephens, Engineer for Tarrant County;
A delegation of citizens of the Peden neighborhood, headed by Mr. Peden;
a delegation of citizens of the Harmon neighborhood, headed by Mr. Yoakum.

At this meeting 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.

Mr. J. I. Short, Commissioner of Precinct #4 of Tarrant County, presented his contentions as to certain items relating to roads and bridges in the Eagle Mountain Reservoir area, as to which he insisted certain expenditures should be borne by this District. He thereupon called upon Mr. Stephens, to present a detailed statement of the County's demand. Copy of this statement is on file with the Engineers for the District. After full discussion of this matter, it appeared that the County had no estimates as to the cost of the bridge at the Harmon crossing, and that the people of the Harmon area were in contention with the people of the Peden area as to the proper location of the bridge, if one is to be provided. Commissioner Short in conclusion stated that if the District would absorb the cost of a bridge to be placed as the

County Commissioners might determine (either at the Peden or the Harmon crossing) that the County would waive all other claims made by it as against the District. President Bennett explained the financial limitations of the District. It was agreed that the Engineer for the County would submit to the Engineers for the District his estimates of the various items embraced in the claim presented by the County, including an estimate of the cost of a bridge at Harmon crossing; that when such estimates had been received, the District would refer the claims to their Attorneys for an opinion as to the liability of the District; that in case the Attorneys gave advice to the Directors of the District that liability existed as to any elements of the claims stated by the County, the estimates relating thereto would be referred to the Engineers of the District for analysis and report.

2.

Minutes of the meeting of March 26, 1934, were read, approved and ordered of record.

3.

Attached to these Minutes as "Exhibit A" is a statement of the Financial Condition of this District as of this day. Reference is made thereto to the same effect as though it were here fully set up. Therewith were presented proposed voucher checks Numbered consecutively and inclusively from 3589 to 3615, for the total sum \$1988.36. There was examination of the said proposed voucher checks, together with the data to support the same; whereupon Director Stripling made a motion that the accounts as stated do be approved as being now due and payable; that said voucher checks do be executed in the usual manner and that they be 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.

4.

There was presented to the Directors by President Bennett a letter received by him, dated April 3, signed by Mr. Dan Priest. This letter contained a suggestion that the District release water slowly from the Eagle Mountain Dam into Lake Worth, in order to preserve a constant water level in Lake Worth and so make practical various improvements suggested by Mr. Priest. It was the sense of the Directors that President Bennett be authorized to write to Mr. Priest, giving him advice that it had been the intention of the Board to adopt the policy suggested, insofar as related to the gradual release of water from Eagle Mountain Lake, at all times save those at which flood conditions would require the release of unusual amounts of water. It was so ordered.

5.

There was presented to the Directors proposal of Messrs. Burch & Woodruff, of date April 3, 1934, concerning service by them as lawyers in the district's law matters arising in Wise County. [There was full discussion of this matter, whereupon director Bewley made a motion that the proposal as submitted be not approved; but that in lieu thereof the attorneys for the district formulate a proposal to be made by the District to Burch & Woodruff, and seek agreement thereto, which would embrace substantially these features, viz:

① 1. That the district agree to pay a retainer of \$50.00 per month, payable monthly, the initial payment of retainer to include all months expired since December 1, 1933; and to end December 1, 1934.

2. That specific service rendered by Messrs. Burch & Woodruff be charged according to the schedules set out in their proposal of April 3; but:

3. That Burch & Woodruff render to the District monthly statements prior to the 5th day of each calendar month, for service rendered by them and expense incurred by them, such expenses to be such as are incurred in case Messrs. Burch & Woodruff are required to leave Decatur, in order to perform their services; and:

4. In case the successive monthly payments made by the District to Burch & Woodruff hereunder, at any time prior to December 1st, 1934, become equal to \$600.00, no further sum shall be paid to Messrs. Burch & Woodruff until final adjustment for their service for the stated year, in accordance with the provisions of subdivision 2 hereof; provided that:

5. If on December 1st, 1934, the total value of the service rendered hereunder shall have exceeded the sum \$600.00, the District shall promptly pay to Messrs. Burch & Woodruff, or their order, the excess over and above said sum \$600.00; and:

6. No compensation for service may be exacted, unless specific request has been made therefor by some one authorized thereto by the District. ①

It was further moved that the attorneys for the district be requested to prepare a proposal conforming hereto, that copies thereof be submitted to the individual members of the Board and that upon approval thereof by them the proposal be executed and tendered to Messrs. Burch & Woodruff for confirmation. The motion was seconded by Director Hogsett. Upon a vote being taken all the directors voted for the motion, save Director Stripling, who voted no; the motion was carried and it was so ordered.

6.

Marvin C. Nichols, one of the District's Engineers, presented to the Directors for consideration proposed contract between the District and Texas Electric Service Company, of date April 1, 1934, and to expire October 1, 1934. Copy of said contract is hereto attached as "Exhibit B" and here is referred to as a part hereof. It was explained by Mr. Nichols that the contract was identical with the contract which had been in effect prior to April 1, 1934. He also presented proposal of Trinityfarm Construction Company, to lease to the District until November 1, 1934, the pump, motor and pipe now in use by the District in putting water upon the Bermuda grass on the Eagle Mountain Dam, for the sum of \$150.00, payable as of the time of the contract.

There was full consideration of these matters, whereupon Director Hickman made a motion that both of said proposed contracts do be approved and carried into effect as the act of the District. Further, that the District do issue its voucher check No. 3614, payable to Trinityfarm Construction Company, for the sum \$150.00, to be delivered to them in full payment of their compensation for the use of said pipe and pumping equipment at Eagle Mountain Dam. The motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

7.

There was presented to the Directors for consideration report of Messrs. Pitner & Adams, as Independent Auditors for the District, dated March 26, 1934, covering the period from the month of February, 1934, and year to date. Each of the Directors had received a copy of said report at a prior time and was familiar with the contents thereof. In said report

appears the following recitals, viz:

"There appears to be no unfinished business except the old matter of the District Engineers' contract."

There was full discussion of this matter, and it was the sense of the Directors that the prior matters held under contention as between the District and the Engineers, as referred to in said report, had long since been adjusted and the District released from any liability by reason thereof. It was directed that there do be prepared and presented to the Board at its next meeting a resolution which would clear the record of the exception made by the Auditors; whereupon the report was ordered received and filed.

8.

There was presented to the Directors proposal to authorize the Engineers to employ an aerial map photographer to photograph the area involved in the claims against the District because of flooding lands along the Trinity River from Paradise to Boyd, concerning which there are now five pending law suits, and the prospect of the filing of nine or ten more suits. The desirability of this evidence was presented, together with a statement that the service could be procured for a sum of money to be approximately \$200.00, or less. Director Stripling made a motion that the service and expenditure as proposed be authorized. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

9.

REPORT OF LAND COMMITTEE:

(a) Director Hickman, as Chairman of the Land Committee, presented for approval and confirmation by the Directors a certain lease as follows, viz:

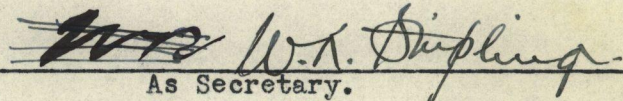
PROPOSAL OF	FOR LEASE OF LAND PURCHAS ED FROM	TRACT #	APPROX AC RES	TOTAL CON- SIDERATION	AMOUNT ACCOMPANYING PROPOSAL		BALANCE DUE
					CASH	CHECK	
D.H.Whitten	B.O.Wilkerson	13-14	221.00)	\$ 95.67		\$95.67	-
	S.Tex.Com.N.B.	12	107.00)				

There was full consideration of this proposal, whereupon Director Hickman moved that the District do ratify and approve the lease as drawn. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

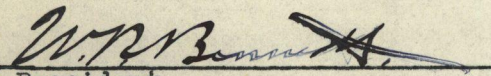
(b) There was presented to the Directors proposal of W. U. Blocker to lease approximately 31 acres of land out of the Lisenby tract from the present time to December 31, 1934, for the consideration \$5.00. It was the sense of the Directors that the proposal should be rejected and Mr. Blocker so advised. It was so ordered.

10.

No further business was presented and the meeting was adjourned.


As Secretary.

APPROVED:


As President

"E X H I B I T A"
4/9/34.

VOUCHER CHECK AUTHORIZED AT MEETING HELD ON
March 26, 1934

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
3588	Marathon Oil Company	Contractors' Escrow Deposit	\$ 127.59

VOUCHERS #3589 TO #3615, INCLUSIVE
DATED APRIL 9, 1934

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
3589	W. R. Bennett	Director's Fees	\$ 20.00
3590	E. E. Bewley	Director's Fees	20.00
3591	W. K. Stripling	Director's Fees	20.00
3592	C. A. Hickman	Director's Fees	20.00
3593	Joe B. Hogsett	Director's Fees	20.00
3594	Sidney L. Samuels	Legal Services	333.33
3595	Ireland Hampton	Legal Services	500.00
3596	E. B. Cheatham	Salary	200.00
3597	Alice McConnell	Salary	90.00
3598	A. L. Culwell	Salary	100.00
3599	Hawley, Freese & Nichols	Eng. Supervisory Services EM \$50.00	
		Eng. Supervisory Services BP 150.00	200.00
3600	Home Telephone & Electric Co.	Telephone Service EM for April, 1934	7.50
3601	Texas Power & Light Company	Electric Service BP Dam	8.10
3602	D. T. Riggs	Labor at EM Dam	33.60
3603	Owen T. Funk	Expense-Boyd-Paradise flood suits	3.75
3604	A. L. Easley	Expense-Boyd-Paradise flood suits	2.40
3605	The Babcock Company	Office Supplies	16.15
3606	Wm. Capps Building Company	Office Room Rent for April, 1934	40.00
3607	Continental National Bank,	Telegraphic costs-transfer of funds to Central Hanover Bank & Trust Co.	3.72
3608	Fort Worth Star-Telegram	Published Notice to Contractors	38.80
3609	The Southwest Telephone Co.	BP Dam Telephone Service	3.50
3610	Southwestern Bell Telephone Co.	Office Telephone Service	11.60
3611	Fort Worth Structural Steel Co.	Making two hooks for removing stop logs	11.10
3612	H. A. Hunter	Services as Temporary Custodian \$100.00 Expense during March, 1934	21.81
3613	James Rowland, Acting Postmaster	100-3 cent postage stamps	3.00
3614	Trinityfarm Construction Company	Payment of rental for watering equipment at EM Dam	150.00
3615	Waynock's Sheet Metal Works	Making covers for valve stems EM & BP Dams	10.00
			<u>\$ 1,988.36</u>

DISTRIBUTION OF VOUCHERS #3589 TO #3615, INCLUSIVE

Directors	\$100.00	Bridgeport Dam	266.60
Legal	833.33	Publication Notice to Contractors	38.80
Office	346.75	Survey-Boyd-Paradise area	6.15
Eagle Mountain Dam	243.01	Telegrams transferring Funds to New	
Rental Watering Equipment	150.00	York	3.72
			<u>\$ 1,988.36</u>

CONDITION OF FUNDS

	<u>CONSTRUCTION FUND</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST & SINKING FUND</u>
BOOK BALANCE March 6, 1934	\$ 1,796.02	\$ 20,290.81	\$ 76,878.45
RECEIPTS:			
Taxes, Penalty, etc.		1,237.12	12,371.24
Accrued Int. on Bonds delivered to Jack County			67.71
Int. on Bank D/B	.81	8.32	229.91
Int. on Sinking Fund Investments			2,100.00
Land Rentals		95.67	
Miscellaneous		1.95	
	<u>\$ 1,796.83</u>	<u>\$ 21,633.87</u>	<u>\$ 91,647.31</u>
DISBURSEMENTS:			
Vo. #3588	\$127.59		
Vo. #3589 to)			
Vo. #3615, Incl.)	<u>38.80</u>	<u>166.39</u>	<u>1,949.56</u>
			-
BOOK BALANCE April 9, 1934	\$ 1,630.44	\$ 19,684.31	\$ 91,647.31

R. F. C. SPECIAL FUND

BOOK BALANCE April 9, 1934 \$ 64,079.43

ROCK ISLAND CONDEMNATION DEPOSIT

BOOK BALANCE April 9, 1934 \$257,076.00

SHEEP
SHEP

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 (\$.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 (\$.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:

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.

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 (4.25) 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 there- to 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.

APR 24 1934

Form 411—Stock 1862—1-34

"EXHIBIT B"
4/9/34.

SERVICE CONTRACT

Contract No.

Fort Worth

District

Agreement for Electric Service Texas Electric Service Company

AND

Customer Tarrant County Water Control & Improvement
District Number 1
Address Eagle Mountain Dam

Date of Contract April 1st, 1934

Expiration Date October 1st, 1934

RATE SCHEDULE "D"

On or before the first day from the date of billing each month the Customer shall pay to the Company the amount of the bill rendered hereunder between the last and next regular billing periods. Payment of the bill shall constitute payment of the amount of the bill and the Company shall not be required to make any further collection or to sue for the amount of the bill. If the Customer fails to pay the amount of the bill when due, the Company shall be authorized to disconnect the service and to re-energize the same at any time without notice. The Company shall not be liable for any damage to property or for any loss of business or other loss of any kind resulting from the disconnection of the service. The rate schedule herein set forth is subject to change without notice and the Company shall not be bound by any rate schedule in effect at the time of the execution of this agreement and the rate schedule in effect at the time of the execution of this agreement shall be the rate schedule in effect at the time of the execution of this agreement.

When the rate schedule specified in Article III requires the measurement of the amount of power supplied to the Customer, the measurement shall be made by means of a meter installed by the Company in a suitable place provided by the Customer at the point of connection; said meter shall be read monthly by the Company and the readings shall be furnished to the Customer in the form of a bill rendered by the Company. The amount of power supplied in the Customer shall be determined by means of the meter installed by the Company in a suitable place provided by the Customer at the point of connection; said meter shall be read monthly by the Company and the readings shall be furnished to the Customer in the form of a bill rendered by the Company. The amount of power supplied in the Customer shall be determined by means of the meter installed by the Company in a suitable place provided by the Customer at the point of connection; said meter shall be read monthly by the Company and the readings shall be furnished to the Customer in the form of a bill rendered by the Company.

When the rate schedule specified in Article III requires the measurement of power, the measurement shall be made by means of a meter installed by the Company in a suitable place provided by the Customer at the point of connection; said meter shall be read monthly by the Company and the readings shall be furnished to the Customer in the form of a bill rendered by the Company.

AGREEMENT made as of the day of 19 ³⁴, between

TEXAS ELECTRIC SERVICE COMPANY, a Texas Corporation (herein called the "Company"), and.....

Tarrant County Water Control & Improvement District No. 1

(Name)

(If not an individual, specify if Texas Corporation, partnership, joint stock association, etc.)

(herein called the "Customer"), WITNESSETH:

ARTICLE I.

Subject to the terms and conditions herein stated, the Company will, until the expiration or other termination of this agreement (unless prevented by one or more of the causes mentioned in Article VI hereof) deliver to the Customer at a point where the Company's wires are connected to those of the Customer, at

Eagle Mountain Dam

(State street number, if any, otherwise give location reference)

Fort Worth
(Town)

Texas
(State)

(herein called "Point of Delivery"), electric power and energy of the char-

acter commonly known as alternating current of approximately sixty (60) cycles and 2300 volts and 3 phase

for power purposes, and volts and phase for lighting purposes, (with a reasonable variation in either

direction to be allowed) at any rate of supply up to, but not exceeding 50 Contract KW
(State whether Contract HP, Maximum Demand, or Contract KW)

for the operation of Customer's pump
(State nature of business)

From and after the date upon which the Company shall begin to deliver electric power and energy hereunder the Customer will take electric power and energy supplied by the Company to the extent of the Customer's full requirements, subject to the limitations contained herein, and will operate his electrical equipment with such electric power and energy.

ARTICLE II.

The Customer, at his own cost and expense, will grant to or secure for and in the name of the Company all rights-of-way and permits, upon property owned, controlled, or leased by Customer, necessary for the performance of this Agreement.

ARTICLE III.

On or before the tenth day from the date of billing each month the Customer will pay the Company for service rendered hereunder between the last two meter readings taken for billing purposes (herein called the "Billing Period") in accordance with the Company's established rate schedule. "D", for the character of service which it herein agrees to furnish. It is understood and agreed, however, that this rate is expressly subject to any change authorized by law. The rate schedule herein referred to and attached hereto is expressly made a part of this contract as fully and completely as if the same had been fully written into this agreement and shall be as fully and completely binding upon the parties hereto.

ARTICLE IV.

When the rate schedule specified in Article III requires the measurement of the amount of power (Contract HP, Maximum Demand, or Contract KW) supplied to the Customer, such amount of power may be determined by the demand meter, installed by the Company in a suitable place provided by the Customer at the point of metering, and the readings of said meter shall be conclusive as to the power supplied hereunder, unless upon having same tested, said meter shall be found to register inaccurately, and its error shall exceed four per cent (4%) of accuracy.

The amount of energy supplied to the Customer shall be determined by means of the watt-hour meter, installed by the Company in a suitable place provided by the Customer at the point of metering; said meter shall be read monthly and the readings thereof shall be deemed conclusive evidence as to the quantity of energy supplied hereunder, unless upon being tested said meter shall be found to register inaccurately, and its error shall exceed two per cent (2%) of accuracy.

When the rate schedule specified in Article III requires the measurement of power factor maintained by the Customer it shall be determined by the meter or meters installed by the Company in a suitable place provided by the Customer, and

the readings of said meter or meters shall be conclusive as to the power factor maintained hereunder, unless upon having same tested said meter or meters shall be found to register inaccurately and the error shall exceed four per cent (4%) of accuracy.

Either party may, upon not less than two (2) days' notice to the other, inspect and test such meters in the presence of a representative of the other party, and whenever any such test shall show any such meter to be registering in error beyond the limits specified as to each in this Article, such meter shall be readjusted to register within the limits of error so specified, and whenever said meters are so readjusted, the readings thereof shall be corrected, and payments made accordingly. No such corrections shall be made, however, as to any bill rendered by the Company, unless requested in writing before the expiration of the calendar month next succeeding the month in which such reading was made.

ARTICLE V.

The Customer will install and maintain his electrical equipment in a thoroughly safe and efficient manner and in full compliance with all the laws and local ordinances and rules and requirements of the Company effective at any time during the term of this agreement. The duly authorized agents of the Company shall have free access at reasonable hours to the premises of the Customer for the purpose of inspecting wiring and apparatus, removing the Company's property, reading meters, and for other purposes incident to the performance of this agreement. The Company, however, does not assume the duty of inspecting the Customer's wiring, machinery or apparatus, and shall not be responsible therefor. The Customer will properly protect the Company's property on the Customer's premises, and permit no one to inspect or tamper with the Company's wiring and apparatus, except the Company's agent or persons authorized by law. The Customer assumes all responsibility for the electric current upon the Customer's premises, and at and from the point of delivery of power, and for the wires, apparatus and appurtenances used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to person or property occurring upon the Customer's premises, or at and from such point of delivery, occasioned by such electric current or said wires and apparatus, except where said injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will provide on his premises at points to be mutually agreed upon, a suitable space for the installation of such equipment as Company may deem necessary to enable it to deliver the power and energy herein described.

ARTICLE VI.

The Company will make reasonable provision to insure satisfactory and continuous service, but does not guarantee a continuous supply of electrical energy, and shall not be liable for damages occasioned by interruptions or failure to commence delivery caused by an act of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission or tribunal having jurisdiction in the premises; or, without limitation by the preceding enumeration, any other act or things reasonably beyond its control; or interruptions necessary for repairs or changes in the Company's generating equipment or distributing system. No payment, however, shall be required from the Customer for service which the Company herein agrees but fails to furnish.

ARTICLE VII.

If the Customer shall default in any of said payments for ten (10) days, or shall make default in the performance of any other agreements hereunder, the Company may, at any time during the continuance of such default, without notice and without liability therefor, discontinue service hereunder to the Customer until such default is cured; but such discontinuance shall not lessen or change the Customer's obligation or affect the amount which shall become due and payable hereunder. During any such default, and after thirty (30) days warning, the Company may, at its option, by written notice to the Customer, terminate its obligations hereunder. Nothing herein contained, however, nor any action taken by the Company in pursuance hereof, shall impair any other remedy which the Company may have at law or in equity for any breach of this agreement by the Customer. In the event of cancellation by the Company or breach by the Customer as aforesaid, in addition to the amount then due for service hereunder there shall immediately become due and payable to the Company as liquidated damages and not as a penalty a further sum equal to the minimum amounts guaranteed for the unexpired term of this agreement.

ARTICLE VIII.

It is further expressly understood and agreed that should the Customer be or become in default under the terms of any other application and agreement with the Company, now existing or hereafter during the continuance of this agreement entered into, whether the same be at the place herein indicated or at some other place, where the Company may be doing business in Texas, in respect to payment for service or the performance of any other agreement, the right shall exist upon the part of the Company during the continuance of such default, without notice and without liability therefor, to discontinue service to the Customer hereunder until all such default is cured, but such discontinuance shall not lessen or change the Customer's obligation or affect the amount which shall become due or payable under any such application and agreement. It is the intent hereof, to give and vest in the Company the right to discontinue service on account of default upon the part of the Customer, whether the same arises under this application and agreement or under some other application and agreement existing between the Customer and the Company, or which may hereafter exist, whether the same be at the place herein indicated or at some other place.

ARTICLE IX.

The Customer will not use or permit to be used electric power and energy delivered hereunder except for lighting, heating and power purposes upon his premises and will not sell or otherwise dispose of any of the electric power and energy delivered hereunder.

ARTICLE X.

This agreement supersedes all prior agreements between the Company and the Customer for service mentioned herein, and all representations, promises or other inducements, written or verbal, made with respect to the matters herein con-

tained. It is subject to all laws and governmental regulations and to the provisions of the Company's franchises now in effect or which may hereafter become effective, and is not binding upon the Company unless and until signed by one of its officers or an agent thereof authorized in writing. No modification of any provision of this agreement shall be binding unless reduced to writing and signed by the parties hereto, and modification of any one or more provisions of this agreement by mutual consent of the parties hereto whether verbally or in writing shall not affect any of the remaining provisions hereof not so modified.

ARTICLE XI.

Upon the expiration, or other termination of this agreement, the Company, may at its option, without liability for injury or damage, dismantle and remove all lines, equipment, apparatus and/or other facilities which it may have constructed or installed for the use of, or for the purpose of rendering service to the Customer and shall be under no obligation to again serve Customer at this point of delivery. Provided, however, that written notice of such intent shall be given the Customer not less than thirty (30) days prior to the expiration or termination of this agreement.

ARTICLE XII.

This agreement may be terminated at the option of the Company if this agreement or any interest in it is assigned without the written consent of the Company by the Customer or by operation of law.

ARTICLE XIII.

Subject to the provisions of Article VI hereof, the obligations of both parties shall commence, and the Company's rate schedule hereinabove referred to, with the guarantee therein set forth, shall begin to apply on April
1st,.....1934....., or upon such earlier date as the Customer shall have begun to take electric power and energy hereunder, and shall continue, unless terminated as herein provided, until October 1st,.....1934....., and shall, subject to the provisions of Article XII hereof, bind and benefit the respective successors and assigns of the Customer and the Company.

Unless written notice is given by either party hereto to the other not less than thirty (30) days before the expiration of this agreement, it shall be continued for another year and thereafter from year to year until terminated by said written notice served not less than thirty (30) days before the expiration of one such yearly period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in triplicate as of the day and year first above written.

In the presence of:

1.....
2.....

In the presence of:

X 1.....
2.....

TEXAS ELECTRIC SERVICE COMPANY,

By.....

Title..... Commercial Manager

Customer TARRANT COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 1

X By.....

Title.....

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

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

HAWLEY, FREESE AND NICHOLS

CONSULTING ENGINEERS
407-410 CAPPS BUILDING
FORT WORTH, TEXAS

March 21, 1934.

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

Dear Sir:

We hand you herewith in triplicate proposed agreement with Texas Electric Service Co. for power at Eagle Mountain Dam for watering grass for the period April 1, 1934 to October 1, 1934.

This has the same terms as the contract executed last year. The minimum bill per month is \$15.00.

As you know, a blanket of selected soil is now being placed on the main dam - making it important that we encourage grass growth during April.

We recommend approval of this contract.

If approved by the Board, the three copies should be endorsed sending all copies to Texas Electric Service Co. One copy will be signed by the Company and returned to the District.

Respectfully submitted,

HAWLEY, FREESE and NICHOLS,

By *Marvin C. Nichols*

MCN:AM

my