

MINUTES OF A MONTHLY 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 APRIL, 1935, AT 3:30 P.M.

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

Present
C. A. Hickman
W. K. Stripling
Joe B. Hogsett
W. S. Cooke

Absent
E. E. Bewley

At this meeting President C. A. Hickman presided; Secretary 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 meetings were read, approved and ordered of record as follows:

March 12, 1935; and, March 19, 1935.

2.

Attached to these Minutes as "Exhibit A," is a statement of the Financial condition of the district as of this day, which here is referred to as part hereof. This shows checks 4047 and 4048, issued since the last formal order of approval, and proposed voucher checks consecutive and inclusive serial numbers 4049 to 4078, giving a grand total of \$1,843.68. There was full examination of the proposed checks, together with the data to support the same, whereupon Director Stripling made a motion that each of the accounts covered by the proposed voucher checks do be approved for payment; that each of said checks do be executed and delivered to the respective persons entitled to

receive the same, and that issuance and delivery of checks 4047 and 4048 do be hereby confirmed. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

3.

Mr. Geo. Q. McGowan, Jr., of Fort Worth Boat Club, appeared before the directors and made a statement concerning the plans of his Club and sought advice as to the probable stages of water in the Eagle Mountain Reservoir. He extended to the Directors an invitation to make an inspection of the Club from the deck of the Club's tender boat. He also agreed to submit to the engineers for the District for approval the plans of the Club concerning sanitary facilities to be provided at the Boat Club.

4.

There was presented to the Directors for consideration report of the District's Auditors for the month of March and the year to date. Each of the Directors had at a prior time received a copy of said report and was familiar with the contents of same. Director Stripling made a motion that said report be received and filed in the usual manner. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented to the Directors a proposed deed from the District to convey to Mr. A. G. Carter and Maggie B. Meacham, and others, having an interest in the estate of H. C. Meacham, deceased, 5.43 acres of land out of the J. Armendaris Survey, Abstract No. 1770, the consideration whereof was: To correct a mutual error of the parties whereby the land described in the deed was inadvertently included in a prior deed by Carter and Meacham to the District, and the sum \$244.35 paid therefor; and, to satisfy a claim of the grantees against the District for the value of certain materials used in the construction of the dam, which materials had an appraised value equaling said sum \$244.35. There was

full consideration of this matter, whereupon Director Stripling moved that said deed be executed by the proper officers of the District in the manner provided by law, and that said deed be delivered to the grantees therein, in satisfaction of said claim for construction materials. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

6.

In pursuance of the District's advertisement for bids upon which to base the selection of a depository of the District for the ensuing two years, on April 8, 1935, the District received only one bid, which was from the Continental National Bank of Fort Worth, Texas. By agreement with the bidder on April 8, 1935, the filed bid of said bank was not opened until the time of this meeting. In pursuance of said agreement the Directors of the District publicly opened the sealed bid of said Bank. This bid was accompanied by a Cashier's good-faith Check of the bidder for the sum of One Thousand (\$1,000.00) Dollars, and the bid was found to be in all things in compliance with the form for bids furnished by the District to said Bank. There was full consideration of this matter, whereupon Director W. S. Cooke made a motion as follows:

"(a) That said bid of the Continental National Bank of Fort Worth, Texas, do be approved as the highest and best and only bid received by the District;

(b) That the contract for depository service for the consideration of one-fourth of one per cent. (1/4th of 1%) upon the average daily balances

(to include all accounts of the District) shall hereby specifically be approved and confirmed; subject, however, to the conditions which follow:

1—That said Bank do be required to enter into a lawful bond and contract for the pledge of collateral securities, to secure deposits of the District, to contain such provisions and conditions as may be required by the District, under the appropriate law.

2—That upon the execution of said bond and contract by said bank, the same, together with the security offered under the bond, do be presented to this Board of Directors for approval.

3—That upon such approval said Bank shall be selected as depository of the District, to serve for the two year period expiring in the year 1937.

4—That after such qualification by the said Bank, the Bank shall be designated as the statutory depository for the District for said period of time, or, until its successor may have qualified under the appropriate law; subject, however, to the condition that said designation shall not become final until the selection and designation of said Bank shall have received confirmation and approval by the Honorable Emmett Moore, in his capacity as County Judge of Tarrant County, Texas, as required by the provisions of Section 114 of Chapter 25 of the Acts of the Regular Session of the 39th Legislature of Texas, which confirmation is necessary by reason of the fact that Director W. K. Stripling also is a Directors in said Continental National Bank of Fort Worth."

Adoption of this motion was seconded by Director Hogsett. Upon a vote being taken Director Stripling asked to be recorded as present but not voting, and Directors W. S. Cooke, J. B. Hogsett and C. A. Hickman, voted

for the motion. The motion was carried and it was so ordered.

7. \

There was presented to the Directors for consideration the letter of John B. Hawley, of the Engineers, wherein he asked for authority to incur the cost of electricity to be used in pumping water for the Bermuda grass which has been planted on the 3 foot levee on the low edge of the 60 foot berm, on the down-stream side of the Eagle Mountain Dam. Upon consideration of this matter, Director Hogsett made a motion that the engineers do be authorized to proceed to incur the cost of electric service, when in their opinion such service was necessary, for the stated purpose, under the proposed contract between the District and the Texas Electric Service Company; further that, said proposed contract for service do be confirmed for execution and that the appropriate officers of the District do be hereby authorized to enter into said contract. This motion was seconded by Director Cooke. Upon a vote being taken, the motion was carried and it was so ordered. °

8.

Mr. Freese, of the Engineers, presented to the Directors in detail his reasons for urging that the District should, with all possible dispatch, endeavor to place itself in position where it could proceed to remodel the levees in the city of Fort Worth, in accordance with the plan for improvements in order to abate the hazards which now exist by reason of the exposure of floods which may be expected to come from the water shed of the Clear Fork of the Trinity River. He particularly noted that the District should urge the State Highway Department to proceed without delay

Note° Original Contract with Texas Electric Co. attached as "Ex. B."

to increase the flow-way under the West Seventh Street Bridge, in compliance with the authorization heretofore given by the Highway Commission.

9.

Director Stripling, as Chairman heretofore appointed to make recommendation concerning the appointment of a Custodian of the District's Bridgeport Reservoir properties, as a successor of Mr. A. L. Culwell, deceased, made oral report wherein he recommended the appointment of Mr. C. L. McNair, of Decatur, Texas, for appointment, his service to be at the same rate of compensation and under the same conditions as to service and expense as applied to the case of the prior Custodian, A. L. Culwell. He explained that Mr. McNair was a graduate engineer who had had good practical experience in construction work and maintenance, which qualifications, in his opinion, favored the appointment of Mr. McNair over the many other dependable good persons who have become applicants for the position. There was full consideration of this matter, whereupon Director Hogsett made a motion as follows:

"(a) That Mr. C. L. McNair do be appointed Custodian of the District's Bridgeport reservoir properties, his service to begin April 20, 1935, for such period of time as his services might be deemed satisfactory to the District.

(b) That he do be accorded the use of the dwelling and other living facilities now in place at the Bridgeport Dam, to be occupied by him as soon as Mrs. A. L. Culwell might be able to surrender possession, and in any event to be by May 15, 1935.

(c) That Mr. McNair's compensation and allowance of expense, per month, do be the same as the compensation and expense allowance accorded to the prior Custodian.

(d) Further that, Mrs. A. L. Culwell do be advised of the effect of this action by the Board of Directors and that she do be compensated for service as Custodian, at the rate heretofore paid to her, up to and including May 15, 1935."

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

10.

The attorneys of the District made report of their pending negotiations with Mr. R. W. Harrison, relating to a desired written agreement whereunder the District would grant to the Rock Island 90 days from March 26, 1935, wherein it might endeavor to perfect arrangements which would enable it to surrender possession of its tracks now under condemnation by the District, without interruption of its service in Interstate Commerce. It was explained that the conditions insisted upon by the Attorneys for the District were such as required confirmation by the Receivers of the Railroad, and that the proposed agreement was now in their possession in Chicago. It further was explained that Mr. Robert W. Harrison had this day given advice that he expected definite instructions within the present week, and that the Attorneys for the District would press Mr. Harrison for an early execution of an agreement satisfactory to the District. It was the sense of the Directors that such agreement be reached or that the negotiations for suspension by the District be withdrawn: It was so ordered.

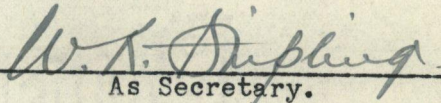
11.

Mr. Hampton made report to the Directors concerning the pending Senate Bill No. 194, which would, if enacted, control a depository for the District's funds. It was explained that if the bill were enacted as written,

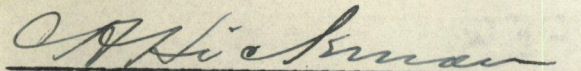
it would result that the District would be unable to procure any depository service, and that the same condition would apply to the County, the City and to the Fort Worth School District. He further explained that by request of Sen. Duggan, a substitute for the pending bill had been prepared and sent to Austin (to Sen. Woodruff), together with a full exposition of the reasons why the pending bill would produce harm, and also why the written proposed substitute would prove workable and beneficial. It was the sense of the Directors that the District should urge the passage of its substitute bill, and the abandonment of the pending bill.

12.

No further business was presented and the meeting was adjourned.


As Secretary.

APPROVED:


As President.

"EXHIBIT A"
4/11/35 - 3:30 P. M.

VOUCHER-CHECKS ISSUED MARCH 12, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4047	Ireland Hampton	Expense Trip to Austin, Texas March 10 & 11	\$ 14.00
4048	J. B. Singleton ¹ / ₂	Payment for Pump, on Burgess land	15.00

VOUCHER-CHECKS #4049 TO #4078, INCLUSIVE, DATED APRIL 11, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4049	C. A. Hickman	Director's Fees	\$ 20.00
4050	E. E. Bewley	Director's Fees	20.00
4051	W. K. Stripling	Director's Fees	20.00
4052	Joe B. Hogsett	Director's Fees	20.00
4053	W. S. Cooke	Director's Fees	20.00
4054	Sidney L. Samuels	Legal Services	333.33
4055	Ireland Hampton	Legal Services	500.00
4056	E. B. Cheatham	Salary	200.00
4057	Alice McConnell	Salary	90.00
4058	Mrs. A. L. Culwell	Salary as Custodian BP \$100.00 Allowance, March 7.50	107.50
4059	Hawley, Freese & Nichols	Engineering & Supervision EM \$50.00 " & " BP 150.00	200.00
4060	D. T. Riggs	Salary as Custodian EM	60.00
4061	R. A. Hunter, Foreman	Foreman, EM 80 hrs. @ 75¢	60.00
4062	R. L. Davison	2-up Team & Driver EM 20 hrs @ 50¢	10.00
4063	W. C. Davison	Miscel. Labor EM 42 hrs @ 40¢	16.80
4064	J. C. Linville	Miscel. Labor EM 44 hrs @ 40¢	17.60
4065	O. A. Welch	Truck Hire BP 6 days @ \$5.00	30.00
4066	John B. Hawley	Reimbursement—Truck Hire EM	6.00
4067	A-1 Typewriter Shop	Rental Typewriter W/E 3-9-35	1.00
4068	The Babcock Company	Supplies	7.80
4069	Wm. Capps Building Company	Office Rent, April	40.00
4070	R. E. Cartan	Supplies	.75
4071	The Fort Worth Press	Publication "Notice Bids for Depository"	14.70
4072	Fort Worth Star-Telegram	" " " " "	9.90
4073	Home Telephone & Electric Co.	Phone Service, EM	7.50
4074	James Rowland, Acting Postmaster	Postage Stamps	3.00
4075	Stafford-Lowdon Co.	Ring Binder	1.60
4076	The Southwest Telephone Co.	Phone Service, BP	7.15
4077	Southwestern Bell Telephone Co.	Phone Service, Office	10.80
4078	Texas Power & Light Co.	Electric Current BP	8.25
T o t a l			\$1,843.68

Agreement for Electric Service
Texas Electric Service Company
AND

Customer Tarrant County Water Control & Improvement
District No. 1

Address Eagle Mountain Dam

Date of Contract April 8th, 19 35

Expiration Date October 8th, 19 35

RATE SCHEDULE "D"

SERVICE CONTRACT

Contract No.

Fort Worth District

AGREEMENT made by and between
TEXAS ELECTRIC SERVICE COMPANY, a Texas Corporation (hereinafter referred to as the "Company"), of the County of Tarrant, State of Texas, and
(herein called the "Customer"), of the County of Tarrant, State of Texas.

WITNESSETH, that the parties hereto have entered into this Agreement for the purpose of providing electric service to the Customer, and the Company has agreed to furnish electric service to the Customer at the rate and schedule hereinafter set forth, subject to the terms and conditions hereinafter set forth.

On or before the date hereof, the Customer has agreed to pay to the Company the sum of \$100.00 as a deposit for the electric service to be furnished hereunder. The Company has agreed to furnish electric service to the Customer at the rate and schedule hereinafter set forth, subject to the terms and conditions hereinafter set forth.

AGREEMENT made as of the day of 19..³⁵ , between

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

Tarrant County Water Control & Improvement Dist. 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 K. W.
(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

TEXAS ELECTRIC SERVICE COMPANY

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 per net 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.

(over)

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 maximum 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 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 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 sup- plied to said system and the amount paid therefor was by the terms of such purchase increased by rea- son 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.

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 8th, 1935, 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 8th, 1935, 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.

ARTICLE XIV.

The company reserves the right to cancel this contract at any time they see fit.

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. [Signature]
2. _____

In the presence of:

1. _____
2. _____

TEXAS ELECTRIC SERVICE COMPANY,
By [Signature]
Title Commercial Manager

Customer TARRANT COUNTY WATER CONTROL & IMPROVEMENT
DISTRICT NUMBER 1
By [Signature]
Title Pres. Board