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 JULY, 1935, 3:30 P.M.

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

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

President Hickman presided; Director Stripling acted in his capacity as Secre-

tary.

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

1.

Mr. Frazier Moss appeared before the Board to give advice that he would be interested in tendering his service as a bond broker to refund 126 unsold bonds of the District, which remainder in its Treasury, on a basis of interest at $\frac{1}{42}$, all expense of refunding to be borne by the purchaser who would pay par for the substitute bonds. The Directors of the District were of the opinion that this should not be done at this time due to the uncertainty as to when the District might have need to use the money which would be derived from the sale of the bonds.

2.

Attached to these minutes as "Exhibit A" is a financial statement of the District as of this day. Reference is made thereto as part hereof. This shows voucher checks 4154 to 4159, inc., authorized and issued since the last monthly meeting, for the aggregate sum \$248,785.93. It also shows proposed voucher checks having consecutive and inclusive serial numbers 4160 to 4207, for the total sum \$2,501.20. There was full consideration of said proposed voucher checks, together with the data to support the same, whereupon Director Stripling made a motion that said accounts and each of them do be approved for payment; that said checks do be executed and delivered to the respective persons entitled to receive the same, in payment of their accounts against the District. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

3.

Mr. D. W. Mead, as Consulting Engineer for the District, appeared before the Board and made a preliminary oral report of his inspection of the District's work. The effect of his statement was that, the District's works were in good order, operating as he had expected, and that he found nothing whatever to cause worry. He further stated that he would fully state his findings in a written report to be prepared by him after his return to his home in Madison, Wisconsin.

4.

There was called to the attention of the Directors the demand of the Rock Island Railroad that the deed from the District to the Railroad for new right of way in Wise County, be written to provide for conveyance of the fee simple title. Upon consideration of this change in the deed Director Cooke made a motion that the change be granted, save that, the deed to be executed by the District be conditioned to reserve to the District all mineral rights appurtenant to the land being conveyed. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

Director Stripling called to the attention of the Directors the desire of Mr. C. E. Cunningham to now exercise the right reserved by him at the time he and his joint owners conveyed to the District its Tract No. 353, situated in Tarrant County, Texas. This reservation was that Mr. Cunningham would be given the right to repurchase from the District that part of the land not required by the District for inundation, at the same price at which Mr. Cunningham and his associates sold the land to the District. There was an examination of the record in this matter, and it was verified that this reservation was made by Mr. Cunningham; whereupon Director Hogsett made a motion that the appropriate officers of the District be hereby authorized to re-convey to Mr. Cunningham the lands out of said tract not required by the District, reserving, however, to the District all appropriate flood flowage rights; and to be further conditioned that the appropriate consideration for the conveyance do be actually paid to the District. Further that this may be done without other or further order of this Board of Directors. This motion was seconded by Director Cooke. Upon a vote being taken the motion was carried and it was so ordered.

6.

Attached to these Minutes in folio as "Exhibit B," are reciprocal receipts as between Director Bewley, as Custodian of Pledges for the District, and the Continental National Bank, as follows:

> Exhibit No. 3, dated June 8, 1935; Exhibit No. 4, dated July 9, 1935; Exhibit No. 5, dated July 9, 1935.

Exhibit No. 3 shows pledge of United States Treasury Bills of par value \$30,000.00; Exhibit No. 4 shows the withdrawal from pledge of

5.

certain securities, having pr value \$91,000.00; and also shows the giving into pledge of United States Treasury Bills having par value \$140.000.00. Exhibit No. 5 shows the withdrawal of securities from pledge, being United States Treasury Bills having par value \$240,000.00. Each of said receipts had been executed in behalf of the District and behalf of the Bank. Director Bewley stated that in his opinion the deposits of the District after the making of said withdrawals and pledges were amply secured and that said transactions should be ratified and confirmed as the act and deed of the District, whereupon Director Stripling made a motion that each of said transactions do be ratified and established to be the act and deed of the District as of the date upon which the transaction took place; further that, one copy of said reciprocal receipts do be attached to these minutes as exhibits and that another copy thereof do be attached to the bond of the Continental National Bank as an exhibit, in the manner provided for in said bond. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

7.

President Hickman laid before the Directors the plans for the construction of a home for the Custodian of the District's property at the Bridgeport Reservoir, together with appurtenances thereto. He also called to the attention of the Directors certain written proposals for the construction of said improvements, and made recommendation for entering into contract with Mr. M. S. Carr, of Decatur, Texas. He stated he had fully investigated this man and that he found him to be a dependable workman. After consideration of this matter, Director Hogsett made a motion that

President Hickman do be authorized to enter into contract for the construction of said improvements with whomsoever he might desire and under such terms of contract as might be by him deemed to be adequate, for a fair price and for the best interests of the District. This motion was seconded by Director Cooke. Upon a vote being taken the motion was carried and it was so ordered. (Copy of said contract is attached hereto).

8.

There was called to the attention of the Directors the fact that the object in making the special deposit in Condemnation, in the Continental National Bank of Fort Worth to cover the award finally to be made to the Chicago, Rock Island and Gulf Railway Company, in satisfaction of its demand against the District, had been wholly satisfied through the fact that the litigation has been terminated and that the Rock Island Railroad had actually demanded and received payment of the sum \$243,000.00, in full satisfaction of its prior claim. Further that the sum \$14,076.00, which remains in said Special Deposit, was not fulfilling any useful purpose. Counsel for the District gave advice that this remaining sum should be transferred to the District's Construction Account; whereupon Director Cooke made a motion that the District's Voucher check No. 4208, for the sum \$14,076.00 do be issued against the Special Deposit and be paid to the District's Construction fund in said Bank, in order to effect the appropriate transfer of said fund. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

There was presented to the Directors a proposal of Mr. Walter H.

Wallerich to lease from the District approximately 9.81 acres of land, purchased by the District from W. H. Hill, District Tract No. 284, for the consideration of \$12.50, the lease to terminate on December 31, 1935. Director Hogsett made a motion that the proposal do be approved and that the lease do be executed in the manner and form in use by the District. This motion was seconded by Director Cooke. Upon a vote being taken the motion was carried and it was so ordered.

10.

No further business was presented and the meeting was adjourned.

Mr. And lung. As Secretary.

APPROVED: Victom

As President

"EXHIBIT A" - 7/11/35.

VOUCHER-CHECKS ISSUED JUNE 14TH TO JULY 2ND, 1935

NO.	ISSUED TO	COVERING	AMOUNT
4154 4155	C. L. McNair Hawley, Freese & Nichols	Traveling Expense, Trip to Dallas(Engineering & Supervision Month(of May: EM\$50.00(BP150.00	\$ 9.90 200.00
4156	(James S. Gorman)As Trustees In Bank- (Frank O. Lowden)ruptcy of C. R. I. (Joseph B. Fleming)& G. Railway Co.) Payment in Full	243,000.00
4157 4158	Hawley & Freese	Payment on Estimate #39 Materials & Supplies, Water System Custodian's Quarters, BP	5,150.00 , 408.17
4159	Miller Electric Co.	Materials for Wiring Electric Pump Water System, BP T O T A L	

VOUCHER-CHECKS #4160 TO #4207, INCLUSIVE, DATED JULY 11, 1935

NO.	ISSUED TO	COVERING	AMOUNT
1,160	C. A. Hickman	Director's Fees	\$ 30.00
	E. E. Bewley	Director's Fees	20.00
	W. K. Stripling	Director's Fees	30.00
	Joe B. Hogsett	Director's Fees	30.00
	W. S. Cooke	Director's Fees	20.00
4165	Sidney L. Samuels	Legal Services	333.33
4166	Ireland Hampton	Legal Services	500.00
	E. B. Cheatham	Salary	200.00
	Alice McConnell	Salary	90.00
4169	C. L. McNair	(Salary, Custodian BP \$100.00	90.00
4-01		(Allowance 7.50	107.50
4170	E. L. Bays	Labor, BP	22.75
4171	Dan Jackson	Labor, BP	118.75
	R. D. McDaniel	Labor, BP	25.25
4173	C. F. Wilson,	Labor, BP	21.75
4174	T. T. Mitchum	Labor, BP	17.00
	H. R. McDaniel	Labor, BP	16.75
4176	T. O. Smith	Labor, BP	10.25
4177	Ferris Finley	Labor, BP	8.25
4178	A. A. Strickland	Labor, BP	12.75
	J. B. Mitchum	Labor, BP	8.50
4180	O. A. Welch	Labor, BP, \$18.00; Truck Hire	0.,0
		BP, \$22.50	40.50
4181	D. T. Riggs	Salary as Custodian, EM	60.00
	R. L. Davidson	2-Up Team & Driver, EM	52.50
	R. A. Hunter	(Construction Weir, EM, 26 hrs. @ .7	5d.
		(\$19.5	
		(Measurement of Well, EM,	
		(18 hrs. @ .75¢ 13.50	0 33.00
4184	Hawley, Freese & Nichols	Engineering Supervision month of	
		June, 1935:	
		EM \$50.0	0
		BP 150.0	
4185	A-1 Typewriter Shop	2 Typewriter Ribbons	1.50
4186		(500 Sets Custodian's Daily	10/0
		(Reports EM \$14.00	0
		(4 M Blank Paper 8.20	
4187	W. E. Bideker	Annual Premium, Fire Insurance,	
1		Furniture & Fixtures	21.15
4188	Wm. Capps Building Co.	Office Rent, July	40.00
			40.00

Contin	nuea, p. 2:		
NO.	ISSUED TO	COVERING	AMOUNT
4189	Fort Worth Brief Printing Co.	35 Copies Brief, G. I. Taylor,	100 50
4191	Home Telephone and Electric Co. John B. Hawley J. A. Feagin	et al Phone Service, EM Reimbursement, Truck Hire, EM (One-Half Cost of Original Copy (Transcript \$80.50	\$ 127.50 7.50 54.00
		(One Carbon Copy Transcript 48.30 (#650-E, J. C. Maxwell, et al,	
		(v. This District	128,80
	Fort Worth & Tarrant Co. Abstract Co.	Abstract Expense	15.00
4194	Kaker Bros.	l post digger; l yale padlock,	
1,195	C. L. McNair	etc., BP Miscel. Supplies purchased for	3.85
4-7)	O. D. MONALL	Water System, BP	3.35
4196	Magnolia Petroleum Co.	Lubrite Oil & Cup Grease, BP	3.22
	The Southwest Telephone Co.	Phone Service, BP	8.35
4198	Southwestern Bell Telephone Co.	Phone Service, Office	15.60
4199	Texas Electric Service Co.	Electric Service, EM - Minimum cha.	rge 15.00
4200	Texas Power & Light Co.	Electric Service, BP	7.11
4201	Trinity Portland Cement Co.	300 Mty. Cement Sax, BP	30.00
	Western Union Telegraph Co.	Telegram to Chicago	3.89
	E. O. Wood Metal Mfg. Co.	Iron Strips for Weir, EM	1.00
	H. D. Young, Postmaster	150-3 cent postage stamps	4.50
4205	H. H. Hardin	171 Mty. Cement Sax, 2 Sax Cement, 22# Nails, BP	19.80
4206	H. H. Hardin	Lumber, Bolts, etc., Water Tower	
1		Construction, BP	37.65
4207	C. A. Hickman	Traveling Expense, Use of Personal Car, 428 miles @ .05¢	21.40
		TOTAL	\$ 2,501.20

DISTRIBUTION OF VOUCHERS #4160 TO #4207, INCLUSIVE

.

Directors			\$ 151.40
Legal			1,093.52
Office			380.95
Land Department			15.00
Eagle Mountain Dam:	Custodian's Salary	\$60.00	
	Engineering & Supervision	50.00	•
	Team Hire	52.50	
	Truck Hire	54.00	
	Phone Service		
	Electric Service	7.50	
	Weir Construction	15.00	
		20.50	
	Measurement of Well	13.50	
	Custodian's Daily Reports	14.00	287.00
Bridgeport Dam:	Custodian's Salary and Allowance	\$107.50	
	Engineering & Supervision	150.00	
	Phone Service	8.35	
	Electric Service	7.11	
	Miscel. Labor	116.00	
	Truck Hire	21.88	
	Miscel. Supplies	56.87	
	Water System Construction:	90.01	
	Materials \$41.00		
		105 (0	
	Labor & Tack64.62	105.62	573.33
		-	
TOTAL.	· · · · · · · · · · · · · · · · · · ·		\$ 2,501.20

CONDITION OF FUNDS

minimum and the second s	CON	ISTRUCTION FUND	MAINTENANCE FUND	INTERES	T & SINKING FUND
BOOK Balance June 11, 1935 Receipts: Taxes, Penalty, etc. Interest on Bank D/B		67,074.71 14.20 67,088.91	\$ 26,569.28 839.40 5.88 \$ 27,414.56	\$	240,969.40 13,010.60 98.42 254,078.42
Disbursements: Vo. #4154 to #4159, Inclusive, June 14 to July 2, 1935	\$	5,576.03 61,512.88	209.90 \$ 27 ,204. 66	\$	254,078.42
Disbursements: Vo. 損4160 to 損4207, Inclusive		41.00	2,460.20		
BOOK Balance July 11, 1935	\$	61,471.88	\$ 24,744.46	\$	254,078.42

000000000

ROCK ISLAND CONDEMNATION DEPOSIT

BOOK Balance June	, 11,	1935	\$ 257,076.00
DISBURSEMENT June	14,	1935 By Vo. #4156	 243,000.00
BOOK BALANCE Jul	, 11,	1935	\$ 14,076.00

000000000

DISBURSEMENTS TO BE MADE OUT OF INTEREST AND SINKING FUND BY DECEMBER 31, 1935

September 15, 1935-Bond Maturities September 15, 1935-Interest Coupon (including \$3,150.00, being amount 9/15/35 Interest Coupons on 126 unsold Series "D	•	58,000.00
Bonds) Maturities		152,322.50
August 15, 1935-Payment on Contract, Assessing & Collecting Taxes		250.00
September 15, 1935-Auditing Tax Collections		525.00
November 15, 1935-Payment on Contract, Assessing & Collecting Taxes		1,000.00
December 31, 1935-Payment on Contract, Assessing & Collecting Taxes		1,250.00
TOTAL DISBURSEMENTS TO BE MADE BY DECEMBER 31, 1935	\$	213,347.50
July 11, 1935-CASH IN INTEREST AND SINKING FUND		254,078.42
UNENCUMBERED CASH BALANCE JULY 11, 1935	*	40,730.92

JUL - 9 1935

"EXHIBIT B" - 7/11/35.

EXHIBITNO.5

ON THIS the 9th day of July, 1 9 3 5, THE CONTINENTAL NA-TIONAL BANK OF FORT WORTH, T E X A S, hereby acknowledges receipt of the withdrawal of securities heretofore pledged to secure TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE; Said Securities are described in "Exhibit No.1", attached to the Bond of this Bank, as the District's Depository, and the same are specifically described, as follows:

> UNITED STATES 182-day TREASURY BILLS, dated Aug. 8, 1934, due Feb. 6, 1935:

Nos.121956-121974; inclusive, and 134809-134815, incl. @ \$10M each.....\$240,000.00 (Two HUNDRED FORTY THOUSAND DOLLARS)

THE WITHDRAWAL OF SECURITIES as hereinabove set out is due to the fact that the securities now under pledge are in excess of the amount required adequately to secure the District's deposits, and is in compliance with the law and the provisions of the contract between the Bank and the District.

THIS RECEIPT is hereby degignated as "Exhibit No.5" and is to be attached to the Bond executed by said Bank on May 14, 1935.

CONTINENTAL NATIONAL BANK OF FORT WORTH

ATTEST :

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT MUMBER ONE.

By

Custodian of Pledges

JUL - 9 1935

EXHIBITNO.4

withdrawal of securities and

SUBSTITUTION OF SECURITIES

ON THIS THE 9th day of July, 1935, THE CONTINENTAL NATIONAL BANK OF FORT WORTH, T E X A S hereby acknowledges receipt of withdrawal of securities heretofore pledged to secure TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE; Said securities are described in Exhibit No.2, attached to the Bond of this bank, as the District's Depository, and the same are specifically described, as follows:

> TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, Series B, with Sept. 15, 1935, and S.C.A.

there and apply and 7-23- ropin. weet.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as of this date, does acknowledge receipt from the CONFINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, to be deposited as collateral to secure the bond of said bank as the depository of this district, securities specifically described, as follows, viz:

> United States 182-day TREASURY BILLS, dated August 8, 1934, due Feb. 6, 1935:

Nos.121956-969, incl. @ \$10,000.00 each.....\$140,000.00

THE WITHDRAWAL of socurities and the SUBST FTUTION OF SECURITIES as hereinabove selated is in compliance with the terms of the Bond executed by the CO N-TINENTAL NATIONAL BANK OF FORT WORTH on May 14, 1935, as an Official Depository of this District.

THIS RECIPROCAL RECEIPT is hereby designated as "Exhibit No.4" and is to be attached to the Bond executed by said Bank on May 14, 1935.

WITNESS OUR HANDS on this 9th day of July, 1 9 3 5, A D.

ATTEST:

By Allburg President

TARRANT CONTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

Cuidian of Fledges



CAPITAL \$750,000 - SURPLUS \$250,000

FORTWORTH, TEXAS

July 9, 1935.

Board of Directors, Tarrant County Water Control and Improvement District Number One, Fort Worth, T e x a s.

Gentlemen:

As of close of business July 8, 1935, balances to your various accounts were as follows:

Rock Island Condemnation Deposit \$14,076.00

Securing the above Rock Island Condemnation Deposit of \$14,076.00, we have pledged at this time Treasury Bills in the amount of \$260,000.00, and securing the remaining balances, amounting to \$342,817.91, we have various securities totalling \$358,000.00.

Herewith Exhibits Nos.4 and 5; No.5 withdrawing \$240,000.00 of the Treasury Bills to secure the Rock Island fund, leaving securities at this time of \$20,000.00 to secure this balance of \$14,076.00.

Exhibit No.4 releases to us \$91,000.00 Tarrant County Water Control and Improvement District Number One, Series B, Bonds and in substitutionthereof, we are pledging \$140,000.00 Treasury Bills, leaving your other accounts, for a balance of \$342,817.91, secured by Treasury Bills and bonds amounting to \$407,000.00.

Respectfully submitted.

Cashier

MILKINSON, CHAIRMAN H. H. WILKINSON, PRESIDENT A. E. THOMAS, VICE-PRESIDENT ED. H. WINTON, VICE-PRESIDENT

> VICE-PRESIDENT AND TRUST OFFICER

H. C. BURKE, JR., Asst. VICE-PRESIDENT AND ASST. TRUST.OFFICER

H. C. WALLENBERG, ASST. VICE-PRESIDENT ZETA GOSSETT, ASST. VICE-PRESIDENT JOHN H. ERIKSEN, CASHIER

OSCAR VOGEL, Asst. Cashier

J.E. WILLIS.



5

- 919

COLEASE ADDRESS YOUR REPLY TO WRITER

EXHIBIT No. 3

(To be attached to Bond of CONTINENTAL NATIONAL BANK OFFORT WORTH, TEXAS, to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as Exhibit No.3)

The following is a descriptive list of securities delivered by the CONTINENTAL NATIONAL BANK OF FORT WORTH pledged to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, on this the Sth day of June, 1935:

> UNITED STATES OF AMERICA TREASURY BILLS, dated August 8, 1934, due February 6th, 1935: Nos.134820, 134821, 134822 @ \$10M each\$30,000.00

(THIRTY THOUSAND DOLLARS)

The foregoing securities, aggregating \$30,000.00, are pledged under the Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, as District Depository of funds of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE; Bond dated May 14, 1935.

WITNESS OUR HANDS ON THIS THE 8th day of June, 1 9 3 5.

ATTEST:

1 er C a s h

CONTINENTAL NATIONAL BANK OF FORT WORTH

Byllds Vice President

THE ABOVE DESCRIBED BONDS RECEIVED BY TARRANT COUNT WATER CONTROL AND IMPROVEMENT ISTRICT NUMBER ONE.

Catodian of Pledge By .

Decatur, Texas, July <u>23</u>, 1935.

Dr. C. A. Hickman, As President of Tarrant County Water Control and Improvement District Number One, Capps Building, Fort Worth, Texas.

Dear Sir:

This letter is written to you in your capacity as President of Tarrant County Water Control and Improvement District Number One, and is tendered as a basis of a final contract between me and the District. Subject to the conditions and payments hereinafter speci-

fied, I hereby propose and agree as follows, i. e.:

(a) I will furnish all labor and materials required for the construction of a rock veneer cottage with reinforced concrete foundation, at a location heretofore designated to me by you, near the North end of the District's Bridgeport Dam; and, said construction shall be strictly in accordance with the plans and specifications heretofore submitted to me by you as a basis for this proposal. Said plans and specifications hereby are referred to as part hereof and to the same effect as though fully set out at this place. All materials shall be of first class quality and all work shall be done in a good and workmanlike manner;

(b) I will begin work not later than July <u>23</u>, 1935, and I agree to fully complete the said house, ready for occupancy, within seventy (70) working days next after said date;

(c) I agree to make delivery of said house free of any and all mateiralmen's or mechanics' liens, or other demand which might result in a claim against the District; end. I hereby tender to execute and deliver to you as a part of the obligation created by this proposal, a good and sufficient bond to protect the District in full and complete performance of my obligation;

(d) In consideration of my performance of this obligation, the District shall pay to me at its office, in Fort Worth, Texas, the sum of Twenty-Six Hundred Seventy-Five (\$2675.00) Dollars, which shall be full consideration for performance of my obligation; it being intended that I shall deliver a turn-key job, for said sum of money;

(6) However, as the work progresses, the District shall make partial payments to me as follows, vis: 1-On Thursday of each week I will furnish to the District in its office at Fort Worth, Texas, a pay-roll to cover labor used on the job up to said day, and will include therein estimate for Friday; whereupon the District will issue checks payable to each workman, for the amount shown to be due to him, and will transmit said checks to C. L. MeNair at Bridgeport, Texas, for delivery to the persons entitled to receive them;

2--Upon a similar statement showing the value of materials incorporated in the work, or placed on the ground for the work, during the preceding week, the District will promptly remit to me its check to cover Eighty (80%) per cent. of the cost of such materials. Any part of the contract price which may remain after the deduction of the stated payments made during the progress of the work shall be paid to me when I have completed my contract and stand ready to deliver the house to the District free from any and all mechanics' liens or materialmen's liens, or other charges which might involve the District in claims or demands.

(f) This agreement is subject to one further condition, which is that, the specifications for said house, as to certain fixtures or items of construction or equipment specified prices for the given items: As to this it is agreed that if the District desires the supplying of an item which will cost a sum in excess of the particular price stated in the specifications the District shall pay to me the amount of such excess.

I tender herewith the executed bond for performance, which has $F_T W O R T H$ been signed by me as Principal, and by Mr. J. T. Morrow, S Posstar, Texas, as Surety. He has heretofore been agreed upon as a good and sufficient Surety.

Four identicals of this proposal have been executed by me: If you desire to accept and approve the proposal, kindly sign each of the four identical proposals in the space provided below: We thereby will come to firm contract. It is intended that one of the executed proposals shall be attached to each of four identicals of the Construction Bond hereunder.

I HEREBY evidence my approval of the foregoing proposal as the duly authorized act and deed of Tarrant County Water Control and Improvement District Number One:

Tor Tore

inde

M. & harr M. S. Carr

(Decatur, Texas)

Masonry-Use Native Stone That Exists In Abundance At Site - Stone Must Be Selected And Range Between 4" and 6" Thick. Only Suitable Building Stone to Be Used In Walls.

Chimney & Fireplace-To Be Built According To Detail or As Instructed By Owner or Owner's Agent.

Angle Lintels-Where Masonry Is Laid Over Openings Use 1/4"x4"x4" Angle. Doore-Allow 12.00 Each for Front Doors - Inside Doors to Be 2.6 x 6.8 Unless Marked Otherwise.

Windows Windows To Be $9x12" \ge 1-3/8" - 12$ Lt. Check Rail - Except In Kitchen & Bath Room, which are to be $2h" \ge 1h" - 2$ Lt. Ck. Rail Divided Into 6 Light Window. See Elev.

Medicine Cabinet-Install Medicine Cabinet Over Lavatory In Bath Room. Ironing Board-Install Ironing Board Cabinet As Designated on Plans. Cabinets-Cabinets To Detail - All Drawer Bottoms & Door Panels, To Be 1/4" Venser.

Screens-Window Screens To Be 2 Panel. All Screen Wire Used on Job Must Be 16 Mesh Galv. Screen.

<u>Plumbing</u>-Plumbing To Be Done In Accordance With The Ordinance Of The City of Fort Worth. Contractor To Use The Materials And Fixtures, With The Exception of The Bath Tub, That Are In The Present Dwelling. Put New White Seat On Present Closet. Use Acid Resisting Enamel Sink. Wrap All Pipes to Prevent Freezing.

Fixtures-1 - 5 Ft. P. 2315-17 Full Recess Bath Tub. K-248 Shower-C.P. Rod. 1-P. 6817 Acid Resisting Sink - K-906Y faucet, K-878 Duo Strainers, & 1/2" N. P. P-Trap. Hot Water Heater-Allow \$34.00 For The Furchase of A Suitable Hot Water Heater-Hot Water Heater Must Have Coal Oil Burner or Other Approved Type. The Heater Must Have The Approval Of The Representative Of The Water Board. Fittings-All Fittings To Be Chrome Plated.

Painting-All Floors To Be Sanded To A Smooth And Even Surface. All Oak Floors To Be Filled With AR Approved Paste Filler - Then Be Given One Coat Shelac And One Coat of Varnish And Then Waxed And Polished As Directed. All Outside Wood Work To Receive Three Coats Paint - Colors Selected By Owners - All Paint Products To Be Sherwin-Williams or Equal.

Electric Wiring-Wiring To Comply With National Underwriters Code. Wire Kitchen for Range - Living Room To Have Radio Ground & Ariel Plug. Two Base Plugs in Each Bed Room. Three B. P. in Living Room. One in Dining Room, Two in Kitchen - one on screened Porch. Ceiling Outlets in Each Room, Hall, Entry, & Screened Porch. Iron-Plug in Kitchen. Allow \$20,00 for Fixtures.

Living Room & Dining Room Walls to be finished in Knotty pine shiplap selected and milled - V edge - Width of shiplap 8 & 10 inches - and well nailed on two foot centers. All nails set and holes puttied. Place 3 inch cove mold at ceiling; also, picture mold. All base to be six inches.

Hardware to cost & Thinty fin Dallon

Painting-All outside woodwork to receive 3 coats of Paint, Sherwin-Williams or equal. Color to be selected by owner. All outside frames to be primed before setting, and all outside woodwork to be primed soon as put up. Inside woodwork to be stained and finished with two coats varnish-last coat to be cut to get rid of high gloss. Woodwork to be sanded between coats. Bath Room & Kitchen to be painted - Both walls, ceiling, cabinets and trim given one coat of undercoater - 1 coat of 1/2 undercoater & 1/2 enamel-- and one coat of enamel - Color to be selected.

Trin - All inside trim to be 4 in. wide, with moulding cut around some for finish - mould to be selected.

Plaster — Plaster two bedrooms, halls, Entry, Bath Room and Kitchen; also ceilings in Living & Dining Rooms—On Metal lath and sand finish—except, 5 foot wainscoating in Bath and Kitchen to be of portland cement smooth finish and marked off 5×5 tile pattern in Bath and 12 inch panels in Kitchen. Bath Room is to have tile floor.

Ceiling on Rear porch to be v car siding, well nailed and tight joints. Stone shall go to Ground all around house so as not to show any concrete base anywhere. All work to be done in a first class workmanship manner by all workmen. All carpenter and cabinet work shall have good neat joints in all instances as well as good smooth finish.

The Board is to furnish all reinforcing steel extra of this contract. Any changes made where same does not increase cost, no additional charge will be made. Any other changes, Board shall receive credit for reduced costs---and contractor shall be paid for additional labor and material to amount of such costs, where changes make additional costs.

All questions in doubt shall be settled by Dr. Hickman or Mr. C. L. McNair, e or both, so as not to keep contractor from proceeding with his work.

Work to be completed in 70 working days, from July 23, 1935.

Each Contractor is to clean up his own mess. Painter is to protect Hardware, plumbing fixtures, tub, sink, basin, and closet; also, tile floor, and any paint gotten on them shall be removed by him before it gets dry. He shall also keep paint off the window glass and leave them clean when job is finished.

"EXHIBIT A"

STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

Jucatur TX JFt Worth TX WE, M. S. CARR, as Principal, and J. T. MORROW, as Surety, beth Sector, Hereby do acknowledge ourselves bound and firmly held to pay to TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, at its office, in Fort Worth, Texas, or to its successors or assigns, the penal sum of TWENTY-SIX HUNDRED SEVENTY-FIVE (\$2675.00) DOLLARS.

EXERVEN, this obligation is intended as a Construction or Performance Bond, the obligation whereof is that the said M. S. CARE will well and truly, and in all things, comply with the conditions of a certain contract, dated this day, whereby he agreed to construct a house for said District upon its land near its Bridgeport Dam, in Wise County, Texas: This Bond is attached to said original contract, or agreement, as "Exhibit A," and said contract here is referred to as a part of this bond. It is understood that the obligation of the said Surety shall be responsibility for any default on the part of the said M. S. CARE, just as though he (the said J. T. MORROW) were a joint obligor in said contract.

In case said M. S. CARR does well and truly comply with the conditions of said contract, this obligation shall be without further force or effect: However, in case the said M. S. CARR fails to well and truly perform his obligations, this bond shall remain in full force and effect.

WITNESS OUR HANDS on this the 22. day of July, A. D. 1935.

J. T. Morrow As Principal. J. T. Morrow As Surety.

APPROVED

As President of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.