

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD ON THE 18TH DAY OF OCTOBER, 1976 AT 3:30 P. M.

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

<u>PRESENT</u>	<u>ABSENT</u>
Wayne E. Newton	C. Victor Thornton
Clyde A. Penry	
J. Oliver Shannon	
Murray Kyger	

Also present were Messrs. John M. Scott, General Counsel for the
District and Ben Hickey, General Manager of the District.

Director Newton acted in his capacity as President and
Director Shannon acted in his capacity as Secretary, whereupon pro-
ceedings were had and done as follows:

1.

On motion duly made and seconded, the minutes of the
meeting held September 13, 1976 were read and approved by the
Directors, and it was accordingly ordered that such minutes be
placed in the permanent files of the District.

2.

On motion of Director Penry, seconded by Director Kyger,
voucher-checks #18403 thru #18540 inclusive, Maintenance Fund, in
the amount of \$134,712.22; voucher-checks #5215 thru #5266 inclusive,
Revenue Fund, in the amount of \$494,522.91; voucher-checks #3522 thru
#3525 inclusive, Construction Fund, in the amount of \$2,438.99; voucher-
checks #4242 and #4243, Cedar Creek Construction Fund, in the amount
of \$10,010.00 and voucher-check #545, Interest and Sinking Fund, in

the amount of \$75.03 were approved and ordered paid. All Directors present voted aye thereon.

3.

Mr. Ben Hickey presented, and recommended, the proposed sale of the following tracts of land now surplus to requirements of the District, to wit:

CEDAR CREEK LAKE - WATER BOARD'S SUBDIVISION:

<u>PURCHASER</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE AND CONSIDERATION</u>
Deryle A. Hammans et ux, and Mark S. Hammans	Lot 15, Block 1	\$ 3,000.00

LAKE BRIDGEPORT - LAKEVUE ESTATES, WISE COUNTY

CLIFTON T. Walling et ux	Part of Lot 5, Block 4, Unit One below 840 Mean Sea Level	\$1,000.00 and a Submergence Ease- ment over all of Land
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Following a discussion and upon recommendation of Management of the District, Director Penry moved that the above described surplus lands be sold at the prices shown; whereon Director Shannon seconded the motion with all Directors present voting aye.

4.

The Directors were presented the Monthly Financial Reports regarding Receipts and Disbursements for Program "A", "B" and "D" and Cedar Creek Project, for the months of August and September, 1976 from the Auditor of the District, which was ordered accepted and placed in the permanent files of the District.

5.

President Newton presented the following proposed Agreement For Corporate Custody Account between the District and the Continental

National Bank, prepared by General Counsel of the District, to wit:

AGREEMENT FOR CORPORATE CUSTODY ACCOUNT OF

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

Continental National Bank
714 Houston Street
Fort Worth, Texas 76102

Gentlemen:

We, the undersigned, desire and hereby authorize you to open a Custody Account in our name and to hold therein upon the following terms all such property as shall be received and accepted by you for such Custody Account, and to similarly hold hereby all property as you may presently be holding for us. The property to be held hereunder will be referred to as the "Property" and includes, without limitation, all types of securities.

You are not responsible for the form in which any Property held hereunder is registered. Further, you are not responsible for the manner in which the ultimate ownership of any Property is affected by (1) the form in which the Property is registered, (2) the terms of this agreement, or (3) any receipt given by you for the Property.

1. Unless your Safekeeping Department receives contrary written instructions from us, you are authorized:

(a) To receive all principal and income with respect to the Property and to credit all cash receipts as follows:

Credit to Demand Account No. List to be furnished

(b) To convert monies with respect to securities of foreign issue into United States dollars whenever it is practicable to do so through customary banking channels.

2. You will be responsible for the performance of only such duties as are set forth herein or contained in express instructions given to you. It is expressly understood that you do not assume any obligation to review the Property or to advise or recommend to us the purchase, retention, sale or exchange of any Property. You will use the same care with respect to the safekeeping of the Property as you use in respect to your own similar property, but you need not maintain any insurance for our benefit. You will use your best efforts to collect securities and other Property at maturity and at dates that call for payment, but you assume no responsibility for your failure to do so, and you shall not be obligated to institute or participate in any legal proceedings relative thereto. You will not be responsible

for any act or omission, or for the solvency, of any broker or agent selected by you to effect any transaction for the Custody Account. We warrant our authority to deposit in the Custody Account any Property received by you therefor and to give instructions relative thereto.

3. You shall have no liability for any loss occasioned by delay in the actual receipt of notice by you of any payment, redemption or other transaction regarding the Property in respect of which you are authorized to take some action.

4. In the absence of express instructions, you are to forward to us only such communications relative to the Property as call for voting or the exercise of rights or other specific action (including material relative to legal proceedings intended to be transmitted to security holders) to the extent sufficient copies are received by you in time for forwarding to each customer.

5. We will pay (and you may charge our account) such charges for your services as may be mutually agreed upon from time to time and any out-of-pocket or incidental expenses.

6. Special Instructions:

See Letter dated October 15, 1976

7. This agreement will be governed by the laws of the State of Texas and will be binding upon our successors and assigns.

DATED the 18th day of October, 1976.

Very truly yours,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE
800 East North Side Drive
P. O. Box 4508
Fort Worth, Texas 76106

By _____
President

ACCEPTED:

CONTINENTAL NATIONAL BANK
OF FORT WORTH

By _____
Secretary

By _____

Following a detailed discussion of the Agreement and with

recommendation of General Counsel and Management of the District,
Director Kyger made a motion, seconded by Director Penry and
unanimously approved, that the Agreement be approved.

6.

There being no further business before the Board of
Directors, the meeting adjourned.

Wayne E. Newton J. C. Harrison
President Secretary