

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE PUEBLO CONSERVANCY DISTRICT 26 NOVEMBER 1963

A meeting of the Board of Directors of the Pueblo Conservancy District was held at the office, 113 East Fifth Street, Pueblo, Colorado at 3:00 P.M.

Directors Present: L. M. Rhoades, J. M. Martin and R. W. Taylor
Engineer Present : S. F. Elliot
Attorney Present : Walter Predovich

Mr. Rhoades called the meeting to order. The minutes of the meeting of 24 October 1963 were read and approved.

The following vouchers were read and approved:

13987	Predovich and Ward	\$100.00
13988	Lewis M. Rhoades	96.38
13989	James M. Martin	72.28
13990	Rose M. Hutchison	65.47
13991	Rufus Stephens	19.27
13992	Mountain States Tel & Tel Co.	17.01
13993	Simon F. Elliot	150.00
13994	Simon F. Elliot	170.00
13995	The Pueblo Gas & Fuel Co.	2.27
13996	Southern Colorado Power Company	VOID
13997	Southern Colorado Power Company	1.44
13998	Predovich and Ward	100.00
13999	Lewis M. Rhoades	96.38
14000	James M. Martin	72.28
14001	Rose M. Hutchison	65.47
14002	Rufus Stephens	19.27
14003	L. M. Rhoades	35.00
14004	J. M. Martin	35.00
14005	Robert W. Taylor	35.00
14006	S. F. Elliot	35.00
14007	Simon F. Elliot	150.00

Mr. Martin reported that he had contacted Mr. A. L. Allen concerning the lease covering Section 36, Twp. 20 South, Range 65 West. Mr. Allen stated that he had rented the Section since 1934 for \$125.00 per year, and that it was the mutual understanding that if the Conservancy needed the Section that Mr. Allen would immediately vacate the premises for the use of the Conservancy District. Mr. Allen further stated that there was no agreement, to his knowledge, in writing concerning his rental of this Section.

The Directors instructed Mr. Predovich to write a letter covering these facts, and that in the letter have Mr. Allen acknowledge them so that in the future there would be a record as to the rental of this Section.

The Board directed the bookkeeper, Mrs. Hutchison, to re-bill the Certified Concrete Company for the August statement and address the statement to the Rocky Ford Address, attention Mr. Bruebacker.

The Gas Company presented to the Directors, a request for an easement for a pipeline to serve the Certified Concrete Company, the easement beginning on Stanton Avenue, across Conservancy land adjacent to the Ball Park, and ending at the Certified Company's property line on the East. The request was accompanied by a certified survey and description of the easement as made by Mr. Elliot.

The Board directed that Mr. Predovich draw an easement from the Directors to the Pueblo Gas & Fuel Company, using the description as furnished by Mr. Elliot.

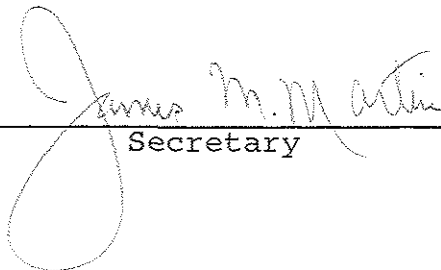
Mr. Rhoades stated that Mr. Krasovec had requested that the District lease to him a triangular piece of ground owned by the District immediately north and west of the Santa Fe Avenue bridge.

The Directors agreed to enter into a lease for this piece of ground for \$125.00 per year, with the understanding that the property would be used for parking of vehicles only, and that the District would have immediate access to the property in case of emergency, and that the lease would be cancellable with 30 days notice on the part of the Directors to Mr. Krasovec. The Directors further instructed Mr. Predovich to draw the lease, the description to be compiled by Mr. Elliot.

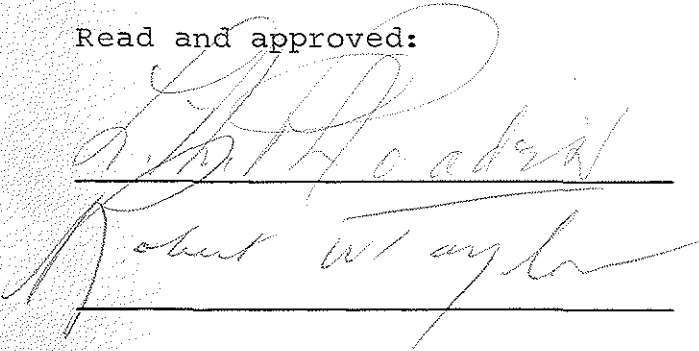
The Directors approved a revised deed from the Directors to the Western Power and Gas Company, this correction deed correcting the one executed by the Directors, 9 April 1963, recorded 16 April 1963, and recorded in Book 1513 at Page 126, and directed that a copy of the corrected deed be attached to and made a part of these minutes.

The Directors approved an insurance policy in the amount of \$100,000 - \$300,000 limit covering bodily injury only, at a premium of \$143.00 annually, to be insured by the Employers Liability Assurance Corp., Ltd. This action was taken in continuance of the Director's actions of the last meeting, in which they instructed Mr. Martin to look into the matter of Liability Insurance for the District.

There being no further business coming before the Board, the meeting adjourned at 4:00 P.M.


Secretary

Read and approved:


Robert W. Taylor

Corrected Deed dated
4/9/63 4/16/63

November

Book 1513 P 26

THIS DEED, made this 26th day of _____, in the year of our Lord one thousand nine hundred and sixty-three, between THE PUEBLO CONSERVANCY DISTRICT, a body corporate and a political subdivision of the State of Colorado, organized and existing under the Conservancy Act of Colorado, hereinafter called the Grantor, of the first part, and WESTERN POWER & GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware, and lawfully doing business in the State of Colorado, hereinafter called the Grantee, of the second part.

WITNESSETH, That the Grantor for and in consideration of the sum of One Dollar and other valuable consideration, less than One Hundred Dollars, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUITCLAIMED, and by these presents does remise, release, sell, convey and QUITCLAIM unto the said Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described tract or parcel of land located in, and being a part or portion of, the old channel of the Arkansas River, situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

A tract of land in the South Half of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 36, Township 20 South, Range 65 West, of the Sixth Principal Meridian, more particularly described as follows:

Beginning at a point whence the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section 36, bears North 62°42' 30" East, a distance of 1382.0 feet, said point being on the center-line between two existing lines of four foot concrete pipe conduits, and said point being a distance of 99.0 feet Northeasterly at right angles from the center-line of the now existing West Bound main line track of The Denver & Rio Grande Western Railroad Company; thence Southeasterly, at right angles from the center-line between said concrete pipe conduits, a distance of 35.0 feet more or less, to an intersection with the Southerly line of said old channel of the Arkansas River, described in the records in the office of the County Clerk and Recorder of Pueblo County, in book 568 at page 187; thence Easterly along the said Southerly line of said old channel, on a curve to the left with a radius of 2173.80 feet, a distance of 319.0 feet more or less, to a point of tangency; thence on a tangent, South 82°49' East, a distance of 409.4 feet more or less, to its intersection with the Northerly line of the right of way of the Loop Line of the Atchison, Topeka & Santa Fe Railway Company; thence Easterly, along the said Northerly line of said right of way, on a curve to the right, with a radius of 580.686 feet, a distance of 160.0 feet, to a point of tangency; thence on tangent, South 80°56'20" East, a distance of 156.0 feet; thence North 60°46'20" West, a distance of 120.0 feet; thence North 68°56'36" West, a distance of 351.80 feet; thence North 82°11' West, a distance of 774.0 feet more or less, to a point which is 64.0 feet Northeasterly at right angles from the now existing center-line of the West Bound main line track of the Denver & Rio Grande Western Railroad Company; thence South 32°57'20" East, a distance of 150.0 feet more or

less, to its intersection with the Northwesterly line of Parcel 3, described in the deed from the Grantor to Southern Colorado Power Company, the predecessor of the Grantee, filed for record on August 19, 1926, in the office of the County Clerk and Recorder of Pueblo County, Colorado, and recorded in Book 649 at page 1 of the records in that office; thence North 57°03'40" East, a distance of 33.0 feet; thence South 32°37'20" West, a distance of 25.0 feet, to the place of beginning.

Said tract or parcel of land hereinbefore described is Parcel 4 described in said last mentioned deed recorded in Book 649, Page 1 of the records in the office of said County Clerk and Recorder, on which an easement was granted by said deed for the flow, pondage and circulation of water, subject to, and governed by, a certain proviso following the description of said Parcel 4, which proviso is hereby continued in full force and effect as if the same were reproduced herein,

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said Grantor, party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF said Grantor has caused this instrument to be executed in its corporate name by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

THE PUEBLO CONSERVANCY DISTRICT.

BY A. H. H. O'Brien
President

ATTEST:

James M. Morth
Secretary

STATE OF COLORADO,)
COUNTY OF PUEBLO,) SS.

The foregoing instrument was acknowledged before me this 26th day of November, 1961, by _____ SS. _____ and _____ SS. _____ of The Pueblo Conservancy District, a corporation.

Witness my hand and official seal.

My commission expires _____

Notary Public