

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF MEETING ON 23 JULY 1964

A meeting of the Board of Directors of the Pueblo Conservancy District was held at the Office, 113 E. Fifth Street, Pueblo, Colo., at 4:00 P.M., July 23, 1964.

Directors Present: L. M. Rhoades, J. M. Martin & 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 June 11, 1964 was read and approved. The following vouchers were read and approved:

14119	The Mountain States Tel & Tel Co.	\$17.86
14120	Predovich & Ward Attorneys	100.00
14121	Lewis M. Rhoades	96.38
14122	James M. Martin	72.28
14123	Rose M. Hutchison	68.97
14124	Wayne T. Hutchison	19.27
14125	Simon F. Elliot	150.00
14126	U. S. Treasury Dept. of Internal Revenue	36.00
14127	State of Colorado Dept. of Revenue	2.85
14128	State of Colo. Dept. of Employment	60.90
14129	Simon F. Elliot	25.00
14130	The Pueblo Gas & Fuel Company	2.49
14131	Southern Colorado Power Co.	1.89
14132	L. M. Rhoades	35.00
14133	J. M. Martin	35.00
14134	R. W. Taylor	35.00
14135	S. F. Elliot	35.00
14136	Peter A. Dell, C. P. A.	175.00

It was brought to the attention of the Directors that the three leases of the Naegel Advertising Company, covering space leased by the District to the Advertising Company for billboards had expired, and that the District was not in receipt of a renewal lease, or advance payment. Mr. Martin was authorized to contact the Naegel Advertising Company to determine their intentions of renewing the leases.

It was the decision of the Directors that if the lease with Graham Construction Company is to be renewed, that it be renewed with the additional provision of \$600.00 minimum per year. The Directors were in agreement, and directed Attorney Predovich to prepare the new lease with the \$600.00 minimum provision added to the provisions of the present lease.

A letter was received from Al Woelk, wanting a history of the Pueblo Conservancy District. The letter was given to Engineer Elliot for a reply.

The final draft of the new lease with Certified Concrete Company was presented by Attorney Predovich, and approved by the Directors. The Directors further authorized the proper officers to execute the lease on behalf of the District, and ordered that same be attached to and made a part of these minutes.

The Directors approved granting an easement to the Southern Colorado Power Company for a power line to be constructed on a 30 foot easement, for a length of 108.26 feet, immediately east of Santa Fe Avenue at the underpass, across a small strip of land presently owned by the District. The Directors authorized the proper officers to execute the easement, and directed that a copy of same be made a part of Conservancy Records.

There being no further business to come before the Board, the meeting adjourned at 5:00 P.M.

Read and Approved:

Secretary

James M. Martin
Robert W. Taylor
L. H. Padden

AGREEMENT

This Agreement made between THE PUEBLO CONSERVANCY DISTRICT, party of the first part, and THE CERTIFIED CONCRETE COMPANY, a Colorado Corporation, party of the second part, WITNESSETH:

1. The party of the first part hereby grants to the party of the second part the use of the following described property for general plant operation purposes, excluding the gravel excavation and removal, in connection with the work of the party of the second part under a contract with the party of the first part dated July 1, 1964:

A certain parcel of land, situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 20 South, Range 64 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at a point on the south right-of-way line of the Missouri Pacific Railroad, whence the north one-quarter corner of the said Section 6 bears N. 28°-45' E., a distance of 567.0 feet; thence easterly along said south right-of-way line, a distance of 708.6 feet; thence S. 1°-30' E., a distance of 22.7 feet to the point of beginning of the herein described parcel of land; thence S. 31°-24' W., a distance of 78.48 feet; thence S. 19°-00' W., a distance of 65.0 feet; thence S. 21°-36' W., a distance of 140.0 feet; thence N. 73°-36' E., a distance of 180.0 feet; thence N. 1°-30' W., a distance of 153 feet, more or less, to the point of beginning; said described parcel of land contains 0.75 acres, more or less.

2. The term of this agreement shall be for five years from the date of execution and for any additional period of time which may be granted by the District resulting from cessation of operations resulting from conditions referred to under Sections 10 and 11 of the agreement dated this same date entered into by the same

parties. It is agreed by the parties hereto that this agreement may be renegotiated at the expiration thereof.

3. In case of public necessity the District may order cessation of the operations of the second party and the removal of all equipment within a reasonable time by the second party, at its own expense.

4. The party of the second part shall pay a rental for the above premises at \$100.00 per year, payable in advance.

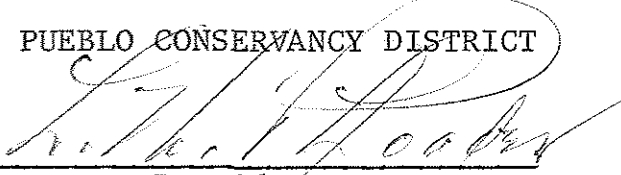
5. The party of the second part shall save free and harmless the party of the first part, from any and all claims arising out of the use hereby granted and shall properly safeguard the public from injuries and shall submit evidence of insurance for the protection of the District in an amount satisfactory to the Pueblo Conservancy District.

6. Party of the second part further covenants and agrees that if it shall be in default of any of the covenants or agreements herein contained, first party may declare this agreement terminated after first giving a five day notice by registered mail, and if said default is not cured five days from the date of receipt of said notice, then party of the first part shall be entitled to possession of the premises without any further notice or demand and party of the second part shall surrender and deliver up the possession of said premises.

Dated this 1st day of July, 1964.

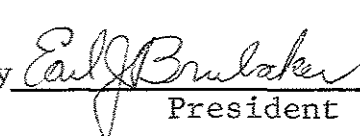
THE PUEBLO CONSERVANCY DISTRICT

By


President

THE CERTIFIED CONCRETE COMPANY

By


President

AGREEMENT

Whereas certain lands of the Pueblo Conservancy District acquired and devoted to channel purposes of the Arkansas River are subject to channel improvements by lowering the level thereof and eliminating consequences of filling by stream action by methods and plans of excavation as directed or approved by the said district, now therefore:

This Agreement between THE PUEBLO CONSERVANCY DISTRICT, a public corporation, as party of the first part, hereinafter called the District, and THE CERTIFIED CONCRETE COMPANY, a Colorado Corporation, party of the second part, hereinafter called the Licensee, WITNESSETH:

1. The District hereby permits the Licensee to excavate and remove gravel from the property hereinafter described upon the terms and for the purposes set forth in this instrument.

2. The land area from which gravel may be excavated and removed by Licensee is described as follows:

All lands acquired by the District for stream channel and flood protection purposes lying between the Santa Fe Avenue Highway Bridge across the afore-said new river channel on the west, and the Colorado and Southern Railroad Bridge on the east; and lying and situated south of the northern embankment of the said channel as constructed by the District.

3. Ingress and egress to the above lands over and across other lands of the district shall be allowed in such place, manner and time as the District shall direct; second party may use the existing road.

4. Excavation and removal of gravel by the licensee shall be on the general planned system of longitudinal channels which plan and the general execution thereof shall be directed or approved by the district as to place, depth, manner, form and time.

5. No excavation shall be made within 125 feet from the base of any embankment or levee of the district, nor within 100 feet of the sewer lines of the city of Pueblo located on original Locust Street.

6. All overburden removed by the Licensee shall be filled into the excavation space prior to the first day of May of each successive year leaving no overburden above the ground surrounding the excavation space; time is the essence of the obligation of this section (6).

7. Stock piling of excavated gravel in an unlimited amount is hereby permitted between October 15th and April 15th of each year. Stock piling of excavated gravel is permitted between April 15th and October 15th of each year up to a maximum of 10,000 yards, providing said stock piling is done in such manner as to provide proper valleys between piles.

8. The Licensee shall pay to the District the sum of \$21,000.00 payable in the following manner: the sum of \$350.00 on July 1, 1964 and a like sum on the first day of each and every month thereafter up to and including June 1, 1969.

9. It is hereby expressly agreed between the District and the Licensee that the Licensee hereby assumes the obligations of an independent contractor including the risks and hazards of

stream action involving damage to its property; and that the licensee shall hold the District free and harmless from all claims arising from operations of the Licensee; and that the Licensee shall properly safeguard the public from injuries and shall submit evidence of insurance for the protection of the District in an amount satisfactory to the District.

10. In case of public necessity the District may order cessation of the operations of the Licensee and the removal of all machinery from the channel within twenty-four hours by the Licensee at its own expense.

11. In the event that owing to flood conditions in the channel which render excavation and removal or other operations of the Licensee impracticable, upon application to the District by the Licensee setting forth the necessity of cessation of operations and the reasons therefor, the District may permit such cessation by the Licensee for such time and under such conditions as to the District shall seem equitable; and the decision of the District shall be conclusive in the premises. The terms of this section shall apply only in the event of such application by the Licensee and without respect to cessations ordered under Section 10 of this agreement.

12. It is especially understood and agreed between the parties of this agreement that the lands above described are part of a public stream devoted by law to all channel purposes of the Arkansas River, now or hereafter existing, and that such purposes are paramount and that nothing in this instrument shall

be construed as waiving the exercise by the Pueblo Conservancy District of such governmental powers as may be of necessity required to protect and effect such purposes; and no claim shall be made by the Licensee arising from the exercise by the District of such powers.

13. The term of this agreement shall be for five years from date of execution, and for any additional period of time which may be granted by the District resulting from cessation of operations resulting from conditions referred to under Sections 10 and 11 of this agreement. It is agreed by the parties hereto that this agreement may be renegotiated at the expiration thereof.

14. This contract shall not be assignable by the Licensee except with the consent and the approval of the District.

15. Licensee further covenants and agrees that if it shall be in default of any of the covenants or agreements herein contained, first party may declare this agreement terminated after first giving a five day notice by registered mail, and if said default is not cured five days from the date of receipt of said notice, then party of the first part shall be entitled to possession of the premises without any further notice or demand and party of the second part shall surrender and deliver up the possession of said premises.

16. The officers of the respective corporation, parties to this agreement, hereby aver and affirm that they sign this agreement for and in behalf of their respective corporations and

are duly authorized thereunto by a resolution of the board of directors of such respective corporations.

Done this 1st day of July, 1964.

THE PUEBLO CONSERVANCY DISTRICT

By

W. B. Headen
President

THE CERTIFIED CONCRETE COMPANY

By

Earl J. Brubaker
President