

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF MEETING ON 25 SEPTEMBER 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., September 25, 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 August 25, 1964 was read and approved. The following vouchers were read and approved:

14155	Predovich & Ward Attorneys	\$100.00
14156	Lewis M. Rhoades	96.38
14157	James M. Martin	72.28
14158	Rose M. Hutchison	68.97
14159	Wayne T. Hutchison	19.27
14160	Simon F. Elliot	150.00
14161	The Southern Colorado Power Company	1.44
14162	Krasovec Sign Company	32.00
14163	Taylor Fence Company	29.00
14164	The Pueblo Gas & Fuel Company	2.85
14165	The Mountain States Tel & Tel Company	17.01
14166	L. M. Rhoades	35.00
14167	J. M. Martin	35.00
14168	R. w. Taylor	35.00
14169	S. F. Elliot	35.00

Mr. Martin presented to the Directors a check from the Naegel Outdoor Advertising of Colorado Springs, Inc., in the amount of \$115.00 covering payment for lease rental from May 1, 1964 through May 1, 1965, covering the placement of a sign at the South end of Main St. Viaduct, in the amount of \$100.00, and ingress and egress to 608 South Union, in the amount of \$15.00, said \$115.00 to cover the lease for 1 year.

It was through the efforts of Mr. Predovich that the above check was received. It was directed that a copy of the lease be forwarded to Naegel Outdoor Advertising, and a copy of same be attached to and made a part of these minutes.

It came to the attention of the Directors that a lease with the Naegel Outdoor Advertising of Colorado Springs, Inc., covering land being used by the Advertising Company for a sign on the land adjoining the north bank of the Arkansas River between the new Freeway and South Santa Fe Avenue, adjacent to South Santa Fe Avenue Bridge, had expired on the 15th of August 1964. The secretary was directed to advise Naegel Advertising Company that the lease had expired, and that if they desired to maintain the space for advertising purposes, a new lease was to be drawn, and the amount of the lease deposited with the Directors immediately.

Mr. Predovich presented to the Directors, a lease drawn between the District and Graham Construction Co., for the ensuing year. The Directors approved the lease and authorized the proper officers to execute same, and directed that a copy of the lease be attached to and made a part of these minutes.

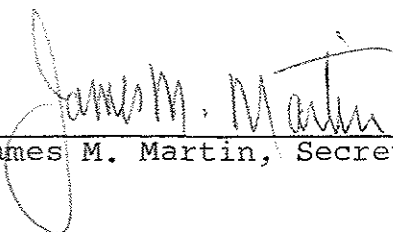
Mr. Rhoades advised the Directors that considerable maintenance work, consisting mostly of clearing and dredging, should be done on the Fountain River north of 29th Street. Mr. Rhoades mentioned in particular, the drainage which enters the Fountain River from the West, originating West of the intersection of U. S. Highway 85 and 50.

The Directors discussed the project, and Engineer Elliot advised the Directors that the original project for flood protection in this area had been constructed by the WPA forces in the late 1930's, and that it was his opinion that, in obtaining the project either the County or the City had to sponsor the project, in which perpetual maintenance was guaranteed by the sponsor.

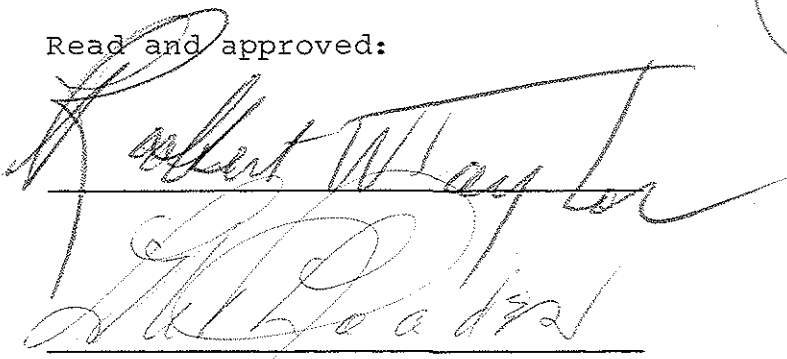
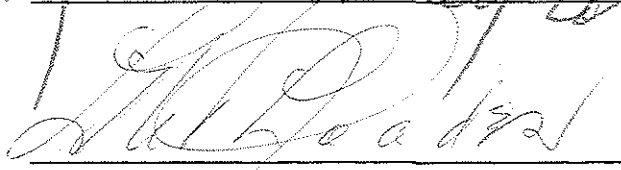
In view of this, the Directors authorized Engineer Elliot to determine, if possible, who was the sponsor of the project, in order to determine which government agency should be doing the maintenance work on the project.

Attorney Predovich was instructed to render an opinion for the Directors, to determine if it is legal for the District to deposit surplus funds in a Savings & Loan Association.

There being no further business coming before the Board, the meeting was adjourned at 4:55 P.M.


James M. Martin, Secretary

Read and approved:

NAEGELE OUTDOOR ADVERTISING COMPANY, INC.

A Ground Lease No. _____

AGREEMENT of lease made this 16th day of September, 19 64, by and between Pueblo Conservancy District as Lessor and NAEGELE OUTDOOR ADVERTISING CO., INC., as Lessee, WITNESSETH:

The Lessor does hereby lease and demise to the Lessee, the entire plot or premises described as follows:

South end of the Main Street Viaduct and ingress and egress at 608 S. Union, Pueblo, Colorado

_____ in the City of Pueblo
for the term of one years, beginning on the 1st day of May, 19 64,
and ending on the 1st day of May, 19 65, at the yearly rental
of One Hundred Fifteen and 00/100 DOLLARS
(\$ 115.00) payable in equal annual installments at the office of the Lessee with the right to the Lessee

~~to extend this lease from year to year upon the same terms and conditions, it being understood that this lease shall automatically renew itself from year to year after the term hereof, the total of such extensions not to exceed ten years.~~

The Lessee shall have the right to erect, place and maintain advertising sign structures and equipment therefor on the demised premises and post, paint, illuminate and maintain advertisements on such structures. All structures, equipment and materials placed upon the said premises by the Lessee shall always remain the personal property of, and may be removed by the Lessee at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof.

If at any time (a) the signs or structures of the Lessee on the demised premises shall be or become entirely or partially obscured or destroyed; or (b) the said premises shall be or become unsafe for the maintenance of the Lessee's structures thereon, or unable to support such structures; or (c) the value of said location for advertising purposes shall be or become diminished; or (d) there be a temporary or permanent diversion of traffic from the street or streets adjacent to, or leading to or past, the said premises, or a change in the direction of traffic on such street or streets; or (e) the Lessee be unable to obtain from the authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the Lessee may desire to construct or maintain for the purpose of its business; or (f) the Lessee be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from constructing or maintaining on said premises such signs (of special or standard size, design and construction), as the Lessee may so desire to construct or maintain — then and in such event, at the option of the Lessee, this lease shall terminate on fifteen (15) days' notice in writing to the Lessor, by registered mail addressed to him at his address shown below, or such other address as the Lessor may hereafter in writing specify, and the Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term; provided, however, that if the conditions described in (a), (b), (c) and (d) hereof, or any of them, shall at any time temporarily exist, then the Lessee shall at its option, in lieu of such termination of this lease, be entitled to an abatement of the rent payable hereunder, for and during the period of the existence of such conditions, or any of them, and to the return of any rent paid in advance for the period of such abatement.

The Lessor represents and warrants that they are the owners of the premises above described and has authority to make this lease and covenants that he will not permit any adjoining premises, owned, or controlled by him, to be used for advertising purposes or permit Lessee's signs to be obstructed.

It is expressly understood that neither the Lessor nor the Lessee is bound by any stipulations, representations or agreements not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

Lessee hereby reserves the right, and said right is granted to Lessee to sell, assign and set over all of the Lessee's right, title and interest in this lease to any financially responsible assignee upon the express and written assumption by the assignee of all of the obligations of the Lessee herein named and upon such assumption, Lessee shall be fully discharged from any and all obligations under this instrument

NAEGELE OUTDOOR ADVERTISING CO., INC.

LESSOR _____ (L. S.)

By Douglas C. Nagle Address 113 East 5th Street

Pueblo, Colorado

Pueblo Conservancy District

A G R E E M E N T

THIS AGREEMENT between the PUEBLO CONSERVANCY DISTRICT, a public corporation, as party of the first part, hereinafter called the district, and the GRAHAM CONSTRUCTION COMPANY OF PUEBLO, 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:

That land located in Section 36 belonging to the Pueblo Conservancy District and located in the southeast corner of said Section in an area which would be east from a line running north and south through the Rock Canyon Barrier and south of the right-of-way of the Bessemer Ditch and bounded by the Section line on the south and on the east.

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.

4. Excavation and removal of gravel by the licensee shall be in such location as is agreeable to the district and shall in no way interfere with the Denver & Rio Grande Western Railroad or the Bessemer Ditch Company.

5. All overburden accumulated by reason of excavation shall be filled into the excavated space as soon as practical after excavation is started and continued.

6. Stock piling of excavated material is hereby permitted.

7. To insure to the district the advantages of performance by the licensee, the licensee agrees that the property above mentioned shall be the main source of gravel supply of the licensee, and that the work of excavation shall be continued expeditiously during the term of this contract, subject to the terms thereof.

8. For all gravel excavated the licensee shall pay to the district the fair market value thereof but not less than a minimum of 5 cents per ton and in no event shall the rental be less than \$600.00 per year. In the event of failure of the parties to agree on a price at a fair market value, the determination thereof subject to such minimum shall be left to arbitrators as provided by Rule 109 of the Rules of Civil Procedure (Colo.). Such arbitration proceedings shall not interrupt the progress of the work under this agreement. Payment shall be made by the licensee before the 20th day of each month following date of removal of processed material from the property of the district.

9. Reports to the district of processed material removed from the district's property shall be made monthly to the district by the licensee by mail on forms satisfactory to the district, designating the information required by the district.

10. It is hereby expressly agreed between the district and the licensee that the licensee hereby assumes the obligations of an independent contractor including all risks and hazards due to his operations 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 Pueblo Conservancy District.

11. In case of public necessity or condemnation, the determination of which by the district shall be conclusive, the district may order cessation of the operations of the licensee and the removal of all machinery from the channel within 96 hours by the licensee at its own expense, and this agreement shall be terminated.

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 flood protection purposes of the district, 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 one year from the date of execution thereof subject however to renegotiation at option of the parties at the expiration thereof.

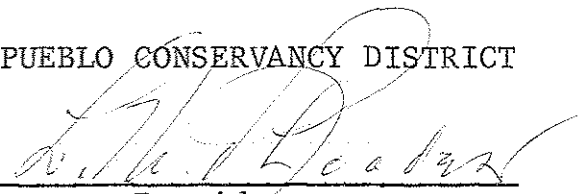
14. This contract shall not be assignable by the licensee except with the consent and the approval of the district.

15. The officers of the respective parties to this agreement, hereby aver and affirm that they sign this agreement for and in behalf of their respective parties and are duly authorized thereunto by a resolution of the board of directors of such respective parties.

Done this 6th day of June, 1964.

THE PUEBLO CONSERVANCY DISTRICT

By


President

THE GRAHAM CONSTRUCTION COMPANY

By

