

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE PUEBLO CONSERVANCY DISTRICT SEPTEMBER 27, 1968

A meeting of the Board of Directors was held at the office of the District, 113 East Fifth Street at 4:00 P.M., September 27, 1968.

DIRECTORS PRESENT? L. M. Rhoades, J. M. Martin, R. W. Taylor
ENGINEER PRESENT : S. F. Elliot
ATTORNEY PRESENT : Walter Predovich

The minutes of the August 20, 1968 meeting were read and approved.

The treasurer reported a balance of \$12,044.52 in the checking acct.

The Directors approved the action of Mr. Rhoades in authorizing Pueblo Chemical Co. to spray weed killer on weeds growing on the back side of the levee, opposite the area of the Union Depot.

The Directors acknowledged receipt of the Land Purchase Contract with the United States Department of the Interior, Bureau of Reclamation, in regards to Section 36, Twp. 20 S., Range 66 W. of the 6th P.M., and as recorded on September 17, 1968, in Book 1641 at Page 271, and directed that the instrument and Resolution be attached to and made a part of these minutes.

Concerning the above Section 36, Engineer Elliot reported that search of the District's records revealed that the original land was acquired from Helen Mary Stanton Smith, at a consideration of \$6,500; and that the cost of the Barrier Dam was carried on the books of the District at \$376,876.32, these two items totaling a capital cost of \$376,876.32. The Directors indicated that this matter should be brought to the attention of the District's Auditor at the time of the next annual audit.

The following vouchers were read and approved:

14914	Walter W. Predovich	100.00
14915	Lewis M. Rhoades	95.60
14916	James M. Martin	71.70
14917	Rose M. Hutchison	67.42
14918	Steve Hutchison	19.12
14919	Elliot & Associates, Inc.	150.00
14920	U. S. Postmaster	5.00
14921	Southern Colorado Power Co.	2.61
14922	Pueblo Gas & Fuel Co.	.95
14923	Mrs. Edward Boyle	21.72
14924	Walter Predovich	100.00
14925	Lewis M. Rhoades	95.60
14926	James M. Martin	71.70
14927	Rose M. Hutchison	67.42
14928	Steve Hutchison	19.12
14929	Elliot & Associates, Inc.	150.00
14930	Lewis M. Rhoades	35.00
14931	J. M. Martin	35.00
14932	R. W. Taylor	35.00
14933	S. F. Elliot	35.00

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

Read and Approved:

J. M. Martin, Secretary

1:52 P.M.

SEP 17 1968

BOOK 11 PAGE 271

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Fryingpan-Arkansas Project

Contract No. 14-06-700-6070
COST CODE 210.382.4-301.1

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 5th day of September, 1968, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and PUEBLO CONSERVANCY DISTRICT

hereinafter styled Vendor,

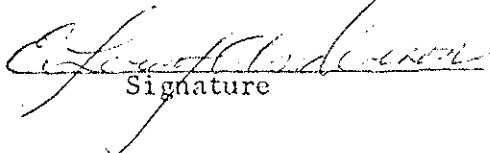
2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Pueblo, State of Colorado, to-wit:

A tract of land being Section Thirty-Six (36), Township Twenty South, Range Sixty-Six West (T20S, R66W), Sixth Principal Meridian (6th P.M.), situate in Pueblo County, State of Colorado, excluding the following: Pueblo and Arkansas Railroad as entered in Book 40, Page 205, and containing 12.14 acres, more or less; the Denver and Rio Grande Railroad as entered in Book 40, Page 322, and containing 10.20 acres, more or less; the Bessemer Ditch entered in Book 69, Page 346, and containing 15.01 acres, more or less; Hamp-Bell Irrigation Ditch entered in Book 87, Page 194, and containing 0.68 acre, more or less; Pueblo County roadrights-of-way entered in Book 1120, Page 29, and containing 0.029 acre, more or less. The aforementioned tract with all entered exclusions contains 602 acres, more or less.

Together with all the Vendor's right, title, and interest to any oil, gas, and mineral rights, and together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, subject to any oil, gas, or mineral rights reserved to or outstanding in third parties at the date of this Contract, and subject to any existing rights-of-way in favor of the public or in third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over, or across said lands, including all rights-of-way heretofore granted the United States.

I hereby certify that I have carefully checked the within legal description and find that it is correct to the best of my knowledge.

 Engineering Technician (Civil) June 17, 1968
Signature Title Date

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by article 3, the signing of the usual vouchers, and their further approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Thirty-Nine Thousand and No/100 - - - - - dollars (\$ 39,000.00) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by article 3 shall be borne by the United States.

6. In the event that liens or encumbrances, other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

7. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

8. After execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to said property to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor, ^{except as hereinafter provided} The Vendor may retain possession of said property until December 31, 1968, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until December 31, 1968, subject to the rights of the United States as set forth above.

9. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

10. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

12. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Witnesses:

Address _____

Address _____

Address _____

THE UNITED STATES OF AMERICA

By

James M. Douglas

Regional Director

Region 7

Bureau of Reclamation

Vendor

Pueblo Conservancy District

L. M. Rhoades

Vendor

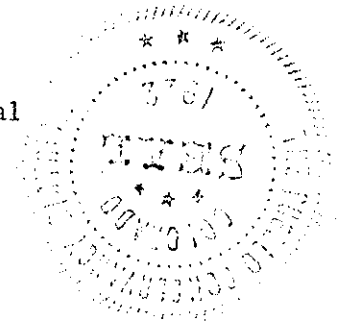
by L. M. Rhoades, President

James M. Martin

Vendor

Attest: James M. Martin, Secretary

Corporation Seal



ACKNOWLEDGMENT OF VENDOR

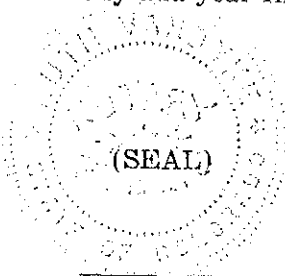
State of COLORADO

County of PUEBLO

} ss.

On this 5th day of September, 1968, personally appeared Pueblo before me L.M. Rhoades, President, & James M. Martin, Secretary, Conservancy District to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
 Notary Public in and for the
 State of Colorado
 Residing at Pueblo, Colorado
 My commission expires
 September 20, 1970

CERTIFICATE OF COUNTY RECORDER

State of

County of

} ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
 M., _____, 19 _____ and is duly recorded in Vol. _____ of
 Page No. _____

County Recorder

By _____

Fees, \$ _____

367782

STATE OF COLORADO)
 COUNTY OF PUEBLO) SS

I hereby certify that this instrument was
 filed for record at 1:52 o'clock, P. M.
 SEP 17 1968
 Book 1641 Page 271 and duly recorded in

[Signature]
 Recorder
[Signature]
 Deputy
 Fee

SEP 17 1968
 4:30 PM
 1641-271

R E S O L U T I O N

Be It Resolved by the Directors of the Pueblo
Conservancy District:

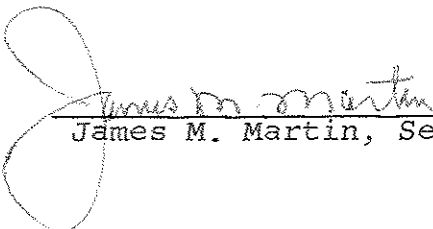
That the District sell to the United States Department
of the Interior, Bureau of Reclamation, for the sum of
Thirty Nine Thousand Dollars and No Cents (\$39,000.00)
the following described property:

A tract of land being Section Thirty-Six (36),
Township Twenty South, Range Sixty-Six West,
(T20S, R66W), Sixth Principal Meridian (6th P.M.),
situate in Pueblo County, State of Colorado,
excluding the following:
Pueblo and Arkansas Railroad as entered in Book
40, Page 205, and containing 12.14 acres, more or
less; the Denver and Rio Grande Railroad as entered
in Book 40, Page 322, and containing 10.20 acres,
more or less; the Bessemer Ditch entered in Book
69, Page 346, and containing 15.01 acres, more
or less; Hamp-Bell Irrigation Ditch entered in
Book 87, Page 194, and containing 0.68 acre, more
or less; Pueblo County road rights-of-way entered
in Book 1120, Page 29, and containing 0.029 acre,
more or less. The aforementioned tract with all
entered exclusions contains 602 acres, more or
less.

* * * * *

I hereby certify that the above is the true and correct
resolution passed at the meeting of the Directors of the
Pueblo Conservancy District, on the 27th day of September,
1968. All members being present, constituted a quorum.

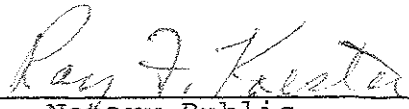
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)


James M. Martin, Secretary

The foregoing instrument was acknowledged before me
this 27TH day of SEPTEMBER, 1968, by
James M. Martin, in the City of Pueblo, Colorado.

Witness my hand and official seal.

My commission expires FEBRUARY 23, 1969.


Notary Public