

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE PUEBLO CONSERVANCY DISTRICT

July 9, 1953

A Special Meeting of the Board of Directors of The Pueblo Conservancy District was held at the office of the District, 113 West Fifth Street, at 10:00 o'clock A. M. on July 9, 1953.

Directors Present: John M. Holmes, W. T. Mathis, Frank Pryor

The minutes of the meeting of May 4, 1953, were read and approved.

The following Vouchers were read and approved:

12127	Rio Grande Motor Way, Inc.	\$	2.93
12128	Colorado State Penitentiary		77.50
12129	First National Bank of Pueblo		.70
12130	First National Bank of Pueblo		200,000.00
12131	First National Bank of Pueblo		100,029.03
12132	First National Bank of Pueblo		4,465.00
12133	First National Bank of Pueblo		6.22
12134	Blackburn Engineering Co. Const. Div.		5,279.62
12135	Blackburn Engineering Co. Eng. Div.		584.00
12136	Taylor Fence Company		5,288.30
12137	Taylor Fence Company		175.25
12138	Abell-Beaty Agency		180.00
12139	Abell-Beaty Agency		125.00
12140	Mountain St. Tel & Tel Co.		22.40
12140-A	Charles M. Rose - May		100.00
12141	John M. Holmes - May		118.20
12142	Elbert D. Greene - May		266.43
12143	Director of Internal Revenue		53.70
12144	J. E. Creel, County Treasurer		1.25
12145	Holmes Hardware Company		41.40
12146	State Treasurer, State of Colorado		23.85
12147	First National Bank of Pueblo		10,350.00
12148	Mountain St Tel & Tel Co.		15.09
12149	Taylor Fence Company		30.00
12150	Pueblo Title Guaranty Co.		42.50
12151	Charles M. Rose - June		100.00
12152	John M. Holmes - June		77.00
12153	Elbert D. Greene - June		256.29
12154	Director of Internal Revenue		53.70
12155	State Treasurer, State of Colorado		38.55
12156	Underwood and Underwood		185.00
12157	Midwest Glass Co.		1.36
12158	John M. Holmes		10.00
12159	W. T. Mathis		10.00
12160	Frank Pryor		10.00

Greene submitted records of Certificates cancelled by Court Decree where property has been acquired by Tax Title based on delinquent taxes (general). Cancellation records submitted are numbered 78 and 79 inclusive, which are attached hereto and made a part hereof. Greene reported that to the best of his knowledge these cancellations were in order. Upon motion of Mr. Mathis, seconded by Mr. Pryor, the cancellation of taxes as shown on pink sheets Nos. 78 and 79, were ratified and approved.

THE PUEBLO CONSERVANCY DISTRICT

TAX CERTIFICATES LISTED BELOW HAVE
BEEN CANCELLED BY COURT DECREE

R. C. No. A 184

Plaintiff L. A. WEBBER and VIRGINIA B. WEBBER

Docket No. 35888 Judgment Entered June 25, 1953 Conservancy File No. 818

Description of Property:

All 6 SW 4th of NW 80th of Lot 7,
Block 58, South Pueblo

CERTIFICATES CANCELLED

<u>Year</u>	<u>Cert. No.</u>	<u>Amount</u>	<u>Year</u>	<u>Cert. No.</u>	<u>Amount</u>
1948					
1948	103635	40.08			
1949	104624	40.07			
1950	105482	40.02			
1951	106318	40.09			
1952	107100	40.07			

Number Certs. Cancelled 5 Total Amount Cancelled \$ 200.33

FUTURE ASSESSMENTS CANCELLED

19 to 1954, Inc. years @ \$ \$

1955 - 1 year @ \$ \$

Total Future Cancelled \$ \$

Total Canc. Certs and Future Assess. \$

THE PUEBLO CONSERVANCY DISTRICT

TAX CERTIFICATES LISTED BELOW HAVE
BEEN CANCELLED BY COURT DECREE

R. C. No. B 184

Plaintiff L. A. WEBBER and VIRGINIA B. WEBBER

Docket No. 35888 Judgment Entered June 25, 1953 Conservancy File No. 819

Description of Property:

NW 80' of NE 24' 8" of Lot 7 and SE 60' of Lot 7,
Block 58, South Pueblo

CERTIFICATES CANCELLED

<u>Year</u>	<u>Cert. No.</u>	<u>Amount</u>	<u>Year</u>	<u>Cert. No.</u>	<u>Amount</u>
1948	103636	76.92			
1949	104625	77.90			
1950	105483	76.92			
1951	106319	74.76			
1952	107101	76.90			

Number Certs. Cancelled 5 Total Amount Cancelled \$ 383.40

FUTURE ASSESSMENTS CANCELLED

19 to 1954, Inc. years @ \$ \$

1955 - 1 year @ \$ \$

Total Future Cancelled \$ \$

Total Canc. Certs and Future Assess. \$

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ESCROW AGREEMENT

This Escrow Agreement, Made and entered into this 3rd day of July, A.D., 1953, by and between The Pueblo Conservancy District, party of the first part, and Pueblo Labor Temple Association (inc. 1951), party of the second part:

WITNESSETH:

I.

That The Pueblo Conservancy District, by virtue of a tax deed issued and recorded May 20th, A.D., 1953, is the owner of the following described property, to-wit:

The North East 6 feet of fractional Lot 14, all of fractional lots 15 and 16, Block 44, Kretschmer's Subdivision, of Block 44, Pueblo, Also: All of fractional lot lying North West of alley and South West of a line drawn parallel to and 110 feet distant from the North East line of Richmond Avenue, Block 62, Hobson's Subdivision.

(Shown on Pueblo Conservancy District records as being in Lot 8, Block 62, Hobson's Subdivision);

all of which the party of the second part acknowledges by their quitclaim deed hereinafter mentioned.

II.

That the party of the second part agrees to purchase said property and the party of the first part agrees to sell the same on the terms and conditions hereinafter set forth:

- (1). The transfer of property aforesaid shall be made by deposit in escrow of deeds and other instruments and the First National Bank of Pueblo shall be the holder in escrow.

- (2). The party of the first part shall execute and deposit as a part of said escrow its quitclaim deed to the party of the second part.
- (3). The party of the second part shall execute and deposit as part of said escrow its quitclaim deed to the party of the first part together with abstract of title to said property and policies of insurance on said property payable to the party of the first part to the amount of its insurable interest.
- (4). The total purchase price of said property is \$14,783.85 which includes the amount of \$225.59, the redemption of Pueblo County Tax Sale Certificate No. 106091 issued for delinquent taxes for the year 1950, and also includes existing annual installments of Conservancy District assessments not yet delinquent; and the party of the first part acknowledges receipt of \$1783.85 leaving a balance due of \$13,000.00 to be paid by party of the second part to the holder in escrow for the benefit of the party of the first part.
- (5). The sum of \$13,000.00 aforesaid shall be paid to the escrow holder herein named as follows:

Sept. 1, 1953	\$1300.00
Dec. 1, 1953	1300.00
Mar. 1, 1954	1300.00
June 1, 1954	1300.00
Sept. 1, 1954	1300.00
Dec. 1, 1954	1300.00
Mar. 1, 1955	1300.00
June 1, 1955	1300.00
Sept. 1, 1955	1300.00
Dec. 1, 1955	1300.00
	<u>\$13,000.00</u>

To each of such quarterly payments shall be added three (3) months interest on the unpaid balance at the rate of two (2%) percent per annum.

III.

It is especially agreed between the parties hereto that time is of the essence of this contract; that the quarterly payments as above set forth are in special consideration of prompt payment, reduced amount and extended time by the party of the first part; that failure to pay to the

escrow holder on the date when due or within ten (10) days after each such date shall constitute a default and work a forfeiture without notice of all rights of the party of the second part under this agreement including any claim to moneys previously paid by the party of the second part.

IV.

It is especially agreed between the parties hereto that the party of the second part shall have the right to possession of said property until a default on its part, and upon such default shall forthwith vacate the said property; provided however, that the party of the second part shall not rent or sublet any portion of said property except subject to the terms of this agreement, and during the possession period the party of the second part shall preserve and maintain said property in substantially its present condition.

V.

The party of the second part shall pay all general taxes heretofore levied, or hereafter levied during the life of this agreement and shall not permit delinquency as to any such tax. Failure on the part of the second party to pay on or before ^{August} ~~October~~ 1st of any year all general taxes assessed for the preceding year shall constitute a default and work a forfeiture without notice of all rights of the party of the second part under this agreement including any claim to moneys previously paid by the party of the second part.

VI.

It is especially agreed between the parties hereto that no extension of the time of payment of any amount due as set forth in paragraph (5) Agreement II shall be made except in writing by the party of the first part and no extension of one or more installments shall be effective as to subsequent installments.

VII.

It is especially agreed between the parties hereto that the party of the second part may at any time pay the full amount due with interest and thereupon fulfill all of its obligations under this contract and be entitled to the delivery of all deeds and instruments in escrow.

VIII.

The condition of the escrow herein provided for is such that if the party of the second part shall make all payments provided herein at the time and place provided therefor and without further notice, then the party of the second part shall be entitled upon demand to the escrow holder to the delivery of all deeds and instruments in escrow free from any and all claims of party of the first part; and if the party of the second part shall fail or refuse to make such payments in amount, at the time and in the manner herein provided, then upon demand to the escrow holder the party of the first part shall be entitled to the delivery of all deeds and papers in escrow free

from any and all claims of the party of the second part.

DONE This 3rd day of July, A.D., 1953
at Pueblo, Colorado.

THE PUEBLO CONSERVANCY DISTRICT

By John M. Holmes (Sgd)
President

PARTY OF THE FIRST PART.

PUEBLO LABOR TEMPLE ASSOCIATION

By J. R. Allenbach (Sgd)
President

PARTY OF THE SECOND PART.

STATE OF COLORADO }
COUNTY OF PUEBLO } SS:

Personally appeared before me John M. Holmes
_____, who, being first duly sworn,
deposes and says that he is the President of The Pueblo
Conservancy District and that he has been authorized by
The Pueblo Conservancy Board of Directors to execute the
foregoing instrument for and on behalf of The Pueblo
Conservancy District and that he has subscribed the same
accordingly.

Barbara Greene

Subscribed and sworn to before
me this 3rd day of July,
A.D., 1953.

Notary Public
My Commission Expires _____

STATE OF COLORADO

COUNTY OF FUEBLO

SS:

Personally appeared before me G. R. Allenbach
_____, who, being first duly sworn, deposes
and says that he is the President
of the Pueblo Labor Temple Association and that he has been
authorized by the Pueblo Labor Temple Association Board of
Trustees to execute the foregoing instrument for and on
behalf of the Pueblo Labor Temple Association and that he
has subscribed the same accordingly.

Barbara Greene

Subscribed and sworn to before
me this 3rd day of July
A.D., 1953.

Notary Public

My Commission Expires _____

Pueblo, Colorado

July 3, A.D., 1953

First National Bank of Pueblo
Pueblo, Colorado

Gentlemen:

In Re: Escrow Agreement.

By agreement of the Pueblo Conservancy District and the Pueblo Labor Temple Association you have been selected as escrow holder under a certain escrow agreement executed by them.

The instruments deposited in escrow with you are as follows:

- (a). Quitclaim deed to the property described in the escrow agreement from the Pueblo Conservancy District to the Pueblo Labor Temple Association.
- (b). Tax deed from the Treasurer of Pueblo County to the Pueblo Conservancy District.
- (c). Quitclaim deed from the Pueblo Labor Temple Association to the Pueblo Conservancy District covering the same property.
- (d). Abstract of title to the same property.
- (e). Insurance policies covering the property described in the deeds.
- (f). A copy of the escrow agreement between the parties.

The condition of the escrow herein provided for is such that if the party of the second part shall make all payments provided therein at the time and place provided therefor and without further notice, then the party of the second part shall be entitled upon demand to the escrow holder to the delivery of all deeds and instruments in escrow ~~free from any and all claims of party of the first~~

Deletion
W.K.
GRA (Sgt)
JMA (Sgt)

~~part~~; and if the party of the second part shall fail or refuse to make such payments in amount, at the time and in the manner therein provided, then upon demand to the escrow holder the party of the first part shall be entitled to the delivery of all deeds and papers in escrow ~~free from any and all claims of the party of the second part.~~

Deletion
U.R.
J.R.A. (Sgd)
J.M.H. (Sgd)

Yours very truly,

THE PUEBLO CONSERVANCY DISTRICT

By John M. Holmes (Sgd)
President

PUEBLO LABOR TEMPLE ASSOCIATION

By G. R. Allenbach (Sgd)
President

The above Escrow accepted this 7th day of July, A.D., 1953.

FIRST NATIONAL BANK OF PUEBLO

By W. R. Hoge (Sgd)
President

Pursuant to the Resolution by the Directors at the meeting of May 4, 1953, the Pueblo Conservancy District and the Pueblo Labor Temple Association executed an Escrow Agreement setting forth the terms and conditions of the sale of the Labor Temple property by the Conservancy District to the Labor Temple Association. The terms and conditions are explained in detail in the Escrow Agreement, a copy of which is attached hereto and made a part hereof. Also attached is a copy of a letter to the First National Bank requesting that they be the Escrow holder, the Bank having accepted the Escrow as evidenced by the signature of the President of the Bank.

The Secretary submitted to the Directors, copies of Turner S. Underwood's audit report for the fiscal year ending May 31, 1953. The Directors commented on various items and were well pleased with the report.

Mr. Holmes reported that the planting of vines on 1000 feet of the levee west of the Union Avenue viaduct had not proven successful. The vines were planted in the spring of 1952 and were watered all summer. However, the very hot dry summer, in spite of the watering, caused many of the vines to die. Clyde Young, the landscape specialist, who planted the vines expressed hope in the fall that a high percentage of the vines would be alive in the spring of 1953. However, such did not prove to be the case and there is nothing to do but abandon the project. Mr. Mathis moved and Mr. Pryor seconded the motion that the District endeavor to find a purchaser for the pipe, valves and sprinklers the District acquired in connection with this project. The motion, which was carried, also authorized Mr. Holmes to sell this equipment if he found a purchaser who offered a satisfactory price.

Mr. Holmes reported on the operations of the Certified Concrete Company. The Company began digging gravel and sand on land owned by the District near the Southern Colorado Power Company waste water spillway last September. To date, the Company had paid at the rate of 5¢ a ton for 40,311.00 tons, making the amount paid the District - \$2,015.56. The tonnage is lower than had been hoped for and Mr. Holmes said he would keep a close check on the Concrete Company's future operations. He was authorized by the Directors to continue or discontinue relations with the Concrete Company as he saw fit.

There being no further business, the meeting adjourned.

Edith J. Brown
Secretary

Read and approved:

J. M. Holmes
W. J. Mathis
Frank Payer