

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

February 18, 1960

A Meeting of the Board of Directors of the Pueblo Conservancy District was held at the office of the District, 113 East Fifth Street, Pueblo, Colorado, at 10:00 o'clock A.M., on February 18, 1960.

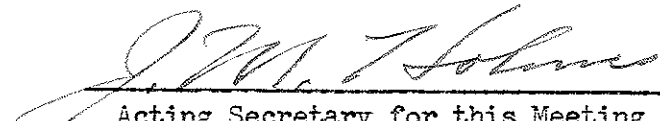
Directors Present: J. M. Holmes and L. M. Rhoades  
Director Absent: W. T. Mathis  
Engineer Present: S. F. Elliot

Due to the illness of the Secretary-Treasurer, the minutes of the previous meeting and the approval of the vouchers was postponed.


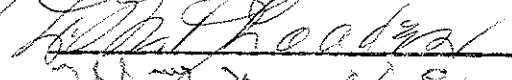

It was explained that the District's lease on the quarters will expire on March 1, 1960.

S. F. Elliot having taken over the building from V. R. Blackburn and having an arrangement with Blackburn which will expire on January 1, 1963 - a lease with Elliot can not be made to go beyond that date. A review of the rental values in the area was discussed. Considering the square footage area of our occupancy, the service rendered by Elliot, parking conditions, etc., it was unanimously decided to make a lease with Elliot beginning March 1, 1960, to expire on January 1, 1963. The rent is to be \$150.00 per month payable to S. F. Elliot - same service conditions to be embodied in the new lease as were in the old one. One additional provision is to be made in the lease - that if at any time prior to January 1, 1963, Elliot should decide to move from the present location, the District at its option will have the privilege of cancelling this lease without any further obligation on the part of the District.

There being no further business, the meeting adjourned at 11:30 A.M.

  
Acting Secretary for this Meeting only

Read and approved:

L E A S E

THIS LEASE, WITNESSETH: That S. F. Elliot hereby leases to The Pueblo Conservancy District, A Public Corporation, the following described premises:

That certain rear room space, 19 feet by 39 feet in dimension, located in the Northeast portion of the building owned by Lessor, located at 113 East Fifth Street, on Lot Sixteen (16), Block Twenty-three (23), in that part of the present City of Pueblo which was surveyed and platted by H. N. Fosdick, Civil engineer, for the Probate Judge of said Pueblo County, in March 1869, as shown by the recorded plat thereof;

for the term of thirty-four (34) months commencing March 1st, 1960 and ending January 1st, 1963, at a rent of One Hundred Fifty and No/100 (\$150.00) Dollars per month, payable each month.

Said Lessor covenants that he owns an undivided one-half interest in said property, and that he has leased the remaining undivided one-half interest of said property from V. R. Blackburn for a term which expires 1 January 1963.

Said Lessee agrees to pay said rent unless the premises shall be destroyed or rendered untenable for its use by fire or other cause; not to use said premises for any unlawful purposes; not to assign this lease without the written consent of the Lessor; and at the expiration of this lease to surrender said premises in as good condition as the premises were in at the beginning of occupancy of this space on 1 March 1955, reasonable wear and tear, use under this lease, and unavoidable casualties excepted.

It is further especially covenanted and agreed between the Lessor and the Lessee as follows:

1. To supply exclusive parking space for Lessee for three (3) cars; and additional space on necessary special occasions.

2. That the Lessor will furnish and supply a rear entrance to the room aforesaid; and also a front entrance through a hall for common use opening on 113 East Fifth Street with privilege of signs of Lessee in hall and at front entrance.
3. The Lessor agrees not to put the unleased portion of the premises to any use that diminishes the value of the leased portion for general office use by the Lessee; and the Lessee agrees to use and occupy the leased portion of said premises for general office purposes.
4. The Lessee shall have the privilege of remodeling the leased portion of said premises for its own use; and may install equipment and fixtures therein including vault, lighting, telephone, heating and cooling apparatus and toilet facilities, all at the expense of the Lessee. At the termination of this lease such installations and fixtures may be removed by the Lessee using reasonable care to avoid damage to the premises.
5. The Lessor agrees to render office services to Lessee as follows: To answer telephone calls and inquire during the daytime office-hour absence of representative of the Lessee from the office of the Lessee, upon satisfactory installation by Lessee of telephone connections and interchange between the leased room and the office of the Lessor.
6. The Lessee agrees to pay the expense of all utilities furnished for the leased room except water charges which shall be paid by the Lessor.

7. The Lessee is hereby granted by the Lessor the right and option to renew and extend this lease at the termination thereof for a like period upon such terms as are agreeable to both parties, and upon 90 days prior notice of intent.

8. The Lessee is hereby granted the right to cancel this lease in the event that the Lessor vacates the portion of this building not covered by this lease.

And to the full performance of the terms of this lease the Lessor and Lessee hereby bind themselves, their heirs, assigns and successors.

DONE this 11<sup>th</sup> day of March, 1960 at the City of Pueblo, Pueblo County, Colorado.

S.F. Elliot  
S.F. Elliot  
LESSOR

The Pueblo Conservancy District

By: John M. Holmes  
President

LESSEE

STATE OF COLORADO )  
                          ) SS  
COUNTY OF PUEBLO )

The foregoing Instrument was acknowledged before me this 11<sup>th</sup> day of MARCH 1960, by S.F. Elliot and by John M. Holmes, President of The Pueblo Conservancy District, a Public Corporation.

Ray F. Koster  
Notary Public

My Commission Expires FEBRUARY 21 1961.