

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

May 10, 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., May 10, 1960.

Directors Present: John M. Holmes, W. T. Mathis and L. M. Rhoades
Engineer Present: S. F. Elliot

The minutes of the meeting of April 6, 1960, were read and approved.

The following Vouchers were read and approved:

2 SA	First National Bank	4,500.00
13336	Mountain States T&T Co.	19.09
13337	Rufus Stephens	19.40
13338	Charles M. Rose	100.00
13339	Elbert D. Greene	88.10
13340	Director of Internal Revenue	8.40
13341	Barbara Greene	48.50
13342	S. F. Elliot	150.00
13343	Southern Colorado Power Co.	2.00
13344	Pueblo Gas and Fuel Co.	4.89
13345	John M. Holmes	10.00
13346	W. T. Mathis	10.00
13347	L. M. Rhoades	10.00
13348	S. F. Elliot	10.00

As Holmes term as a Director of the Pueblo Conservancy District expired as of April 12, 1960, Vice-President Matis then read the notice of Holmes reappointment by the District Court, and a copy of the appointment is made a part of these minutes. Rhoades then nominated Holmes as President for the duration of his term as Director. Mathis seconded the motion and same was carried.

Attached hereto is a copy of a letter received from the Pueblo Gas and Fuel Company under date of April 22, 1960, with a map of the changes they desire made in their agreement of November 16, 1945 and January 8, 1947. The necessary changes were incorporated into a new agreement which was approved by the Board and attached hereto and made a part hereof.

There being no further business, the meeting adjourned.

Elbert D. Greene
Secretary

Read and approved:

J. M. Holmes
L. M. Rhoades
W. T. Mathis

GRANT OF PERMIT

This agreement between the Pueblo Conservancy District, a public corporation hereinafter referred to as the District, and The Pueblo Gas and Fuel Company, a Colorado corporation hereinafter referred to as the Gas Company, without consideration to said public corporation except the promises and covenants of The Pueblo Gas and Fuel Company hereinafter set forth, WITNESSETH:

1. That paragraph 2, as contained in the Grant of Permit as executed by the Pueblo Conservancy District and the Pueblo Gas and Fuel Company on 16 November 1945 and subsequently modified on 8 January 1947 is hereby modified to read as follows: That the Gas Company shall have and is hereby granted permission to lay a fourteen inch gas pipe line with appropriate cement support on the top of the levee owned by the District and extending from the west side of Santa Fe Avenue to the west side of Main Street in the City of Pueblo.

2. That the Gas Company shall have and is hereby granted permission to construct a gas regulator station, having dimensions approximately 20 feet by 20 feet, to be situated immediately adjacent to the southwesterly end of the Main Street Bridge on lands owned by the District. (See attached sketch).

3. That the Gas Company shall have and is hereby granted permission to install a ten inch low pressure gas pipe line from said regulator station as provided for in paragraph 2, above, to the easterly line of Union Avenue, across lands owned by the District. Said gas pipe line shall be installed below the ground line where no rip-rap work is presently located, and above ground on adequately designed supports where rip-rap work is presently located. (See attached sketch).

*Revised Sept 12, 1960
Registration No 130658*

4. The permission herein granted is subject to the inspection and approval of the entire installation by the District's Engineer, or representative, and is revocable at any time by the District, and the Gas Company agrees to remove its said line and regulator station at any time upon 60 days notice in writing of such revocation.

5. Public roads, streets and ways and public carrier or utility rights-of-way, with accompanying rights in the lands under the Official Plan of the District for the same, and for extension thereof and structures thereon, shall not be interfered with or affected in any way by the permission herein granted except by the consent and agreement of the county, city, carrier or utility corporation, or other party directly concerned, as the case may be.

6. The Gas Company agrees to make the installation for the gas line hereinabove mentioned without damage or injury to said lands and/or structures located thereon, and upon completion of such installation or removal or repair thereof, to leave said lands and/or structures located thereon unimpaired to the satisfaction of the District.

7. The Gas Company agrees to maintain its structures aforesaid on said lands and/or structures thereon in good condition and without damage to the lands and/or structures thereon or other property of the District.

8. The Gas Company agrees to defend and hold harmless the District from any and all claims of third parties arising out of the location, maintenance, operation and use of the said gas line, including damage from escape of gas.

9. The District shall not be obligated to the Gas Company in any way, directly or indirectly, to maintain its lands or other works or property for the use herein granted to the Gas Company. On the contrary, the Gas Company waives all claims with respect to said pipeline and regulator station arising from failure of the District to maintain the same; and the Gas Company further agrees that it will save the District harmless as provided in paragraph eight hereof without respect to any maintenance of its lands and/or structures or other property by the District; and in case of repair or restoration of the levee or other works of the District, the Gas Company agrees to make its pipeline conform to such changes at its own expense and to indemnify the District for any added expense of repair or restoration occasioned by the pipeline and structures of the Gas Company.

10. The Gas Company hereby agrees to save harmless and defend the District against any and all claims against the District arising out of the use of the property of the District by the Gas Company and whether the use, operation and maintenance of said pipe-line shall be the proximate, concurring or contributing cause of such claims; and further the Gas Company agrees to compensate and indemnify in full the District for all damages to land and/or structures or other property of the District arising out of the use of the levee by the Gas Company as aforesaid, and whether the use or acts of the Gas Company are the proximate, concurring or contributory causes of such damage; and nothing set forth in the preceding paragraphs of this instrument shall be construed as limiting the liability of the Gas Company as set forth in this paragraph.

11. Nothing herein shall be construed to exclude grants by the District to other utilities or persons for any use not inconsistent with the public purposes and uses of the property of the District.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, by their proper officers at Pueblo, Colorado this 20 day of August, 1960.

PUEBLO CONSERVANCY DISTRICT

BY John M. Holmes
President.

Attest:

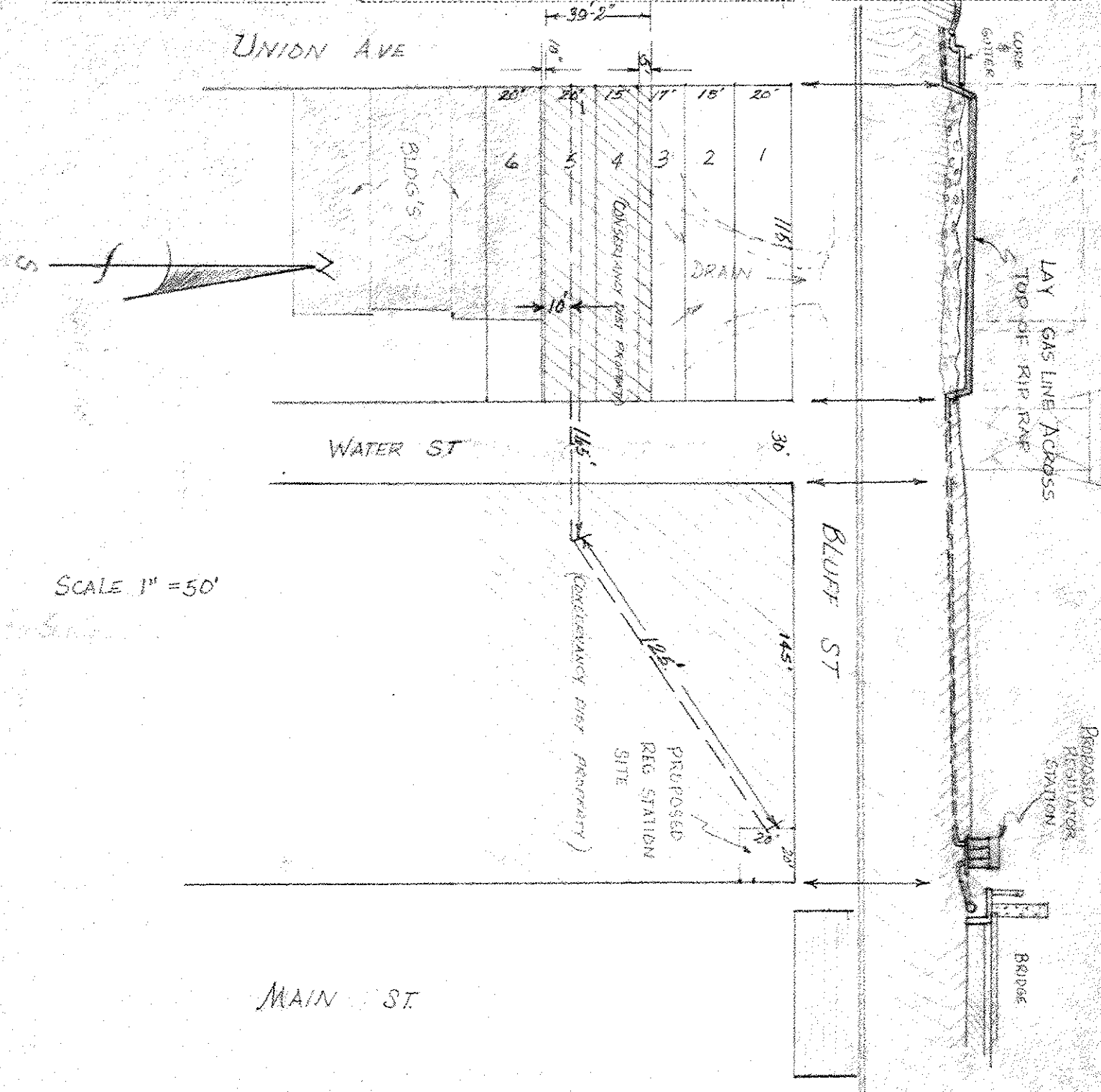
Ernest D. Greene
Secretary.

THE PUEBLO GAS AND FUEL COMPANY

By James P. Arsen
Vice-President.

Attest:

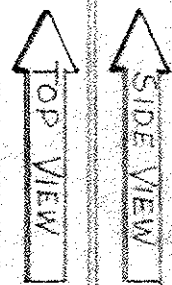
Walter J. [unclear]
Assistant Secretary.



SCALE 1" = 50'

PROPOSED GAS LINE FROM MAIN ST BRIDGE TO REGULATOR STATION - SIZE 6"
 GAS LINE FROM REGULATOR STATION TO UNION AVE - SIZE 10" (2" Control Line)

- ALL GAS LINES TO BE BURIED 3 TO 3 1/2 FT DEEP EXCEPT IN FENCED IN RIP-RAP AREA.
- ALL CONSTRUCTION IN RIP-RAP AREA WILL CONSIST OF PIPE SUPPORT TO CARRY GAS LINE ACROSS AND OVER RIP-RAP AREA WITH MINIMUM DISTURBANCE TO RIP-RAP



IN THE DISTRICT COURT IN AND FOR THE COUNTY
OF PUEBLO, STATE OF COLORADO.

IN THE MATTER OF THE)
PUEBLO CONSERVANCY)
DISTRICT)

No. 17664

ORDER OF APPOINTMENT OF DIRECTOR.

At this day, it appearing to the Court that the term of office of John M. Holmes, as Director of the Pueblo Conservancy District, has expired herein, and the Court being fully advised in the premises and it being right and proper so to do, it is hereby

ORDERED That John M. Holmes, be and he is hereby reappointed as director of the Pueblo Conservancy District, for the statutory term of five years.

Done this 12 day of April 1960.

BY THE COURT:

Philip Cabler
Judge

THE PUEBLO GAS AND FUEL COMPANY

210 WEST EIGHTH STREET

PHONE LI 2-6110

PUEBLO, COLORADO

April 22, 1960.

The Pueblo Conservancy District,
113 West Fifth Street,
Pueblo, Colorado.

Gentlemen:

At present we are expanding our facilities in the area south of the Arkansas river with the construction of a 10" intermediate pressure gas line on Main Street south of the Main Street bridge.

A gas regulator station is presently located on the levee at the Main Street bridge with a 10" low pressure gas line extended west from the regulator station along the top of the levee to Union Avenue bridge.

We are proposing the following changes with your approval and permission:

- To abandon present regulator station on levee at Main Street bridge.
- To abandon present 10" low pressure gas main on levee from Main Street bridge to Union Avenue bridge.
- To relocate regulator station south of Arkansas river at a point just west of the Main Street bridge and south of Bluff Street.
- To relocate 10" low pressure gas main south of Arkansas River, beginning at new proposed regulator station site west of Main Street bridge and extending westerly to Union Avenue across Conservancy District property.
- Upon entering area covered with rip-rap, to extend 10" gas main above and across top of rip-rap with minimum of disturbance.

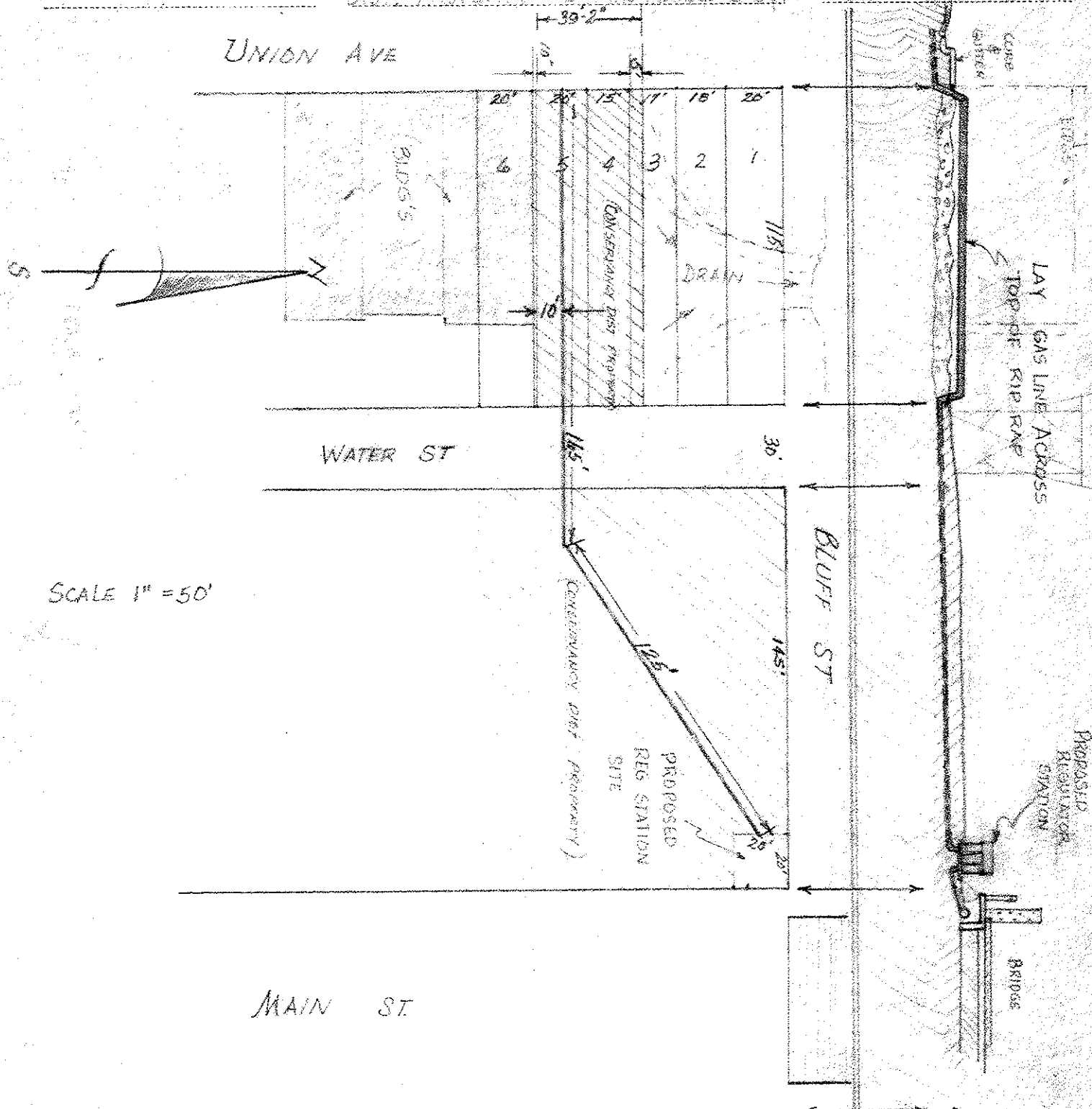
Please see attached sketch and if further information is required, please advise.

Very truly yours,


T. C. Calvert
Superintendent.

TCC/n

Encl.



SCALE 1" = 50'

PROPOSED GAS LINE FROM MAIN ST BRIDGE TO REGULATOR STATION - SIZE 6"
 GAS LINE FROM REGULATOR STATION TO UNION AVE - SIZE 10" (2" Central Line)

- ALL GAS LINES TO BE BURIED 3 TO 3 1/2 FT DEEP EXCEPT IN FENCED IN RIP-RAP AREA.
- ALL CONSTRUCTION IN RIP-RAP AREA WILL CONSIST OF PIPE SUPPORT TO CARRY GAS LINE ACROSS AND OVER RIP-RAP AREA WITH MINIMUM DISTURBANCE TO RIP-RAP

