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ORDINANCE

Town of Fleming

to

Whom It May Concern

I hereby certify that this instrument was filed
for record in my office, at 11:35 o'clock

on Dec. 22 1954 and is duly

recorded in book 251 page No. 176

Donna Paulsen

Recorder

By Howard E. Smith Deputy

6-21

Seal



Town Clerk of Fleming, Colorado

11:25 o'clock A M. Donnell Lawrence, RecorderBOOK 451 PAGE 176ORDINANCE NO. 1

SERIES OF 1954.

AN ORDINANCE AUTHORIZING THE MAYOR AND TOWN CLERK, ON BEHALF OF THE TOWN OF FLEMING, COLORADO, TO ENTER INTO AND EXECUTE A CERTAIN AGREEMENT RELATING TO THE ACQUISITION OF WATER WELL SITES FOR THE PURPOSE OF FURNISHING WATER FOR THE USE OF THE INHABITANTS OF THE TOWN OF FLEMING, COLORADO.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF FLEMING, COLORADO:

Section I. That the Mayor and Town Clerk of the Town of Fleming, Colorado, are hereby authorized to enter into and execute a certain Agreement for, on behalf of, and binding on, the Town of Fleming, Colorado, relating to the acquisition of certain water well sites for the benefit of the inhabitants of the Town of Fleming, Colorado, which said Agreement is in words and figures as follows, to-wit:

"A G R E E M E N T

THIS AGREEMENT made and entered into this 15th day of December A. D. 1954, by and between R. LLOYD ROWAN and GEORGIA ROWAN, as parties of the first part, and THE TOWN OF FLEMING, COLORADO, a Municipal corporation, under and by virtue of the authority given and granted by Ordinance No. 1, Series of 1954, of the Ordinances of the Town of Fleming, Colorado, said Ordinance being in full force and effect as of this date, as party of the second part; witnesseth,

WHEREAS, the second party hereto is desirous of acquiring water for the use of the inhabitants of the Town of Fleming, Colorado; and,

WHEREAS, the first parties hereto are desirous of furnishing said second part with water well sites to accomplish such purpose, in consideration of being furnished with so much water produced from said water wells as may be desired by said first parties for their domestic uses; and,

WHEREAS, said first parties are the owners of certain real property, hereinafter referred to as the land herein first described, described as follows, to wit:

The South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), and the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Three (3), Township Eight (8) North, Range Forty-nine (49) West of the Sixth Principal Meridian, Logan County, Colorado,

which said land is suitable for the location and drilling of said water wells,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter agreed and assumed by the parties hereto, the said first parties do hereby give, grant and convey unto the party

of the second part an exclusive right to the use and enjoyment of two parcels of the above described land, hereinafter referred to as Lot "A" and Lot "B", so long as, and only so long as, water is produced from either or both of said Lots "A" and "B" for the use of the inhabitants of the Town of Fleming, Colorado, described as follows, to wit:

LOT "A"

Commencing at a point 1591 feet North and 30 feet East of the Southwest (SW) corner of Section Three (3), Township Eight (8) North, Range Forty-nine (49) West of the Sixth Principal Meridian, Logan County, Colorado, as the point of beginning; thence due East a distance of fifty (50') feet, thence due North a distance of fifty (50') feet, thence due West a distance of fifty (50') feet, thence due South a distance of fifty (50') feet, to the point of beginning; said parcel being located in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Three (3), Township Eight (8) North, Range Forty-nine (49) West of the Sixth Principal Meridian, Logan County, Colorado.

LOT "B"

Commencing at a point on the West boundary line of Section Three (3), Township Eight (8) North, Range Forty-nine (49) West of the Sixth Principal Meridian, Logan County, Colorado, 1616 feet due North of the Southwest (SW) corner of Section Three (3), Township Eight (8) North, Range Forty-nine (49) West of the Sixth Principal Meridian, Logan County, Colorado, thence North $65^{\circ} 50'$ East a distance of 1240 feet, to a point; thence due South a distance of twenty-five (25') feet to the point of beginning, thence due East a distance of twenty-five (25') feet, thence due North a distance of fifty (50') feet, thence due West a distance of fifty (50') feet, thence due South a distance of fifty (50') feet, thence due East a distance of twenty-five (25') feet, to the point of beginning; said parcel being located upon the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Three (3), Township Eight (8) North, Range Forty-nine (49) West of the Sixth Principal Meridian, Logan County, Colorado,

said Lots "A" and "B" to be used as sites for the drilling of water wells, and upon each of which said Lots "A" and "B", water wells may be drilled and a water pump and pumping station may be erected and maintained by the said second party. Said second party to receive any and all water produced from the said Lots "A" and "B", free of any and all charges therefor.

Further, said first parties do hereby give, grant and convey unto the said second party so much of the land hereinabove first described as may be necessary to furnish reasonable access to the said Lots "A" and "B" for the purpose of drilling said water wells and maintaining said water pumps and pumping stations located on said Lots "A" and "B", along with so much

of the said property hereinabove first described as may be necessary to erect and maintain an electrical power transmission line connecting the above described Lots "A" and "B" with the now existing electrical transmission power lines of said second party, for the purpose of furnishing electrical power to the said Lots "A" and "B", and the right to lay water pipes through, under and across so much of the said property hereinabove first described as may be necessary for the purpose of conveying the water produced from the said water wells erected on said Lots "A" and "B", as herein contemplated, to the now existing water pipes belonging to the said second party hereto.

The parties hereto do further mutually covenant and agree as follows:

First: That the said second party shall, at its expense, maintain the electric transmission lines and water pipe lines, as contemplated in this agreement, and the said first parties do hereby agree to allow the said second party the use of so much of the property hereinabove first described as may be necessary for such purpose.

Second: Said second party agrees to furnish to said first parties so much water as they may desire for domestic purposes only, which may be produced from the said water wells contemplated in this agreement, said first parties to pay therefor at the prevailing rate charged for said water by said second party within the corporate limits of the Town of Fleming, Colorado, and said first parties, at their own expense, to construct and maintain such water pipes as may be necessary to furnish said water for their said domestic purposes.

Third: In the event that a producing water well is located upon Lot "B" hereinabove described, and only in such event, said second party agrees to pay to said first parties, their heirs and assigns, the sum of Fifteen (\$15.00) Dollars per year, due and payable upon the 10th day of January, commencing the first year after such producing well is located, and payable each and every year thereafter so long as, and only so long as, said water well located upon said Lot "B" continues to produce water for the use and enjoyment of the inhabitants of the Town of Fleming, Colorado.

Fourth: Said second party agrees that any water pipes laid as contemplated in this agreement shall be laid at a depth of not less than four (4') feet from the surface of the ground.

Fifth: Said first parties agree, for themselves, their heirs and assigns, that no water wells will be drilled upon the said property hereinabove first described, within three hundred and thirty (330') feet of the external boundaries of said Lots "A" and "B" hereinabove described.

Sixth: It is agreed by and between the parties hereto that this agreement shall have the force and effect of an easement running to and with the said land of the parties of the first part hereinabove first described, and shall be binding

upon the administrators, executors, heirs and assigns of the parties hereto.

WITNESS our hands and seals the day and year first above written.

P. Lloyd Rowan (SEAL)
Party of the First Part

Georgia Rowan (SEAL)
Party of the First Part

THE TOWN OF FLEMING, COLORADO

BY: Lester B. Harms



John D. McMillan
Town Clerk.

Section II. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section III. In the opinion of the Council of the Town of Fleming, Colorado, an emergency exists and this Ordinance is necessary for the immediate preservation of the public peace, health, and safety; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

INTRODUCED, READ, AND ORDERED POSTED this 1st day of November A. D. 1954, there being no newspaper within the Town of Fleming, Colorado, in six public places within the corporate limits of the Town of Fleming, Colorado, from the 2nd day of November A. D. 1954, to the 6th day of December A. D. 1954.

RE-READ, ADOPTED, APPROVED, AND ORDERED RE-POSTED this 6th day of December A. D. 1954.

POSTED, there being no newspaper within the Town of Fleming, Colorado, by order of the Council of the Town of Fleming, Colorado, in three public places within the corporate limits of the Town of Fleming, Colorado, from the 7th day of December A. D. 1954, to the 14th day of December A. D. 1954.

ATTEST:

John D. McMillan
Town Clerk

Lester B. Harms
Mayor

