

ALE90WTR

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	GENE ALEXANDER
SUBJECT/PROJECT:	WATER PERMIT DATED MAY 31, 1990 TO OBTAIN UNTREATED RAW WATER, KANNAH CREEK FLOWLINE
LOCATION:	9444 KANNAH CREEK
PARCEL NO.:	2973-333-00-021
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1990
EXPIRATION DATE:	STILL IN USE 4/5/2010 – ALTHOUGH AGREEMENT NOT RENEWED - NEW EXPIRATION DATE 12/31/2010
DESTRUCTION DATE:	01/2017

WATER PERMIT

This PERMIT is issued this 21<sup>st</sup> day of May, 1990, by the City of Grand Junction, Mesa County, Colorado, a home rule city, hereinafter referred to as the "City" to GENE ALEXANDER, Mesa County, Colorado, hereinafter referred to as the "Permittee".

Permittee wishes to continue to obtain a source of untreated or "raw" water from a tap located in Section 33, Township 12 South, Range 97 West of the 6th Principal Meridian for use on the property described by Assessor's parcel number as 2973-333-00-021, Mesa County Colorado; the existing 3/4 inch tap is identified on the City accounting system as account number 1001 0100 01 3.

1. The City issues this permit to allow the Permittee to obtain, through the above listed tap at its present size and location, and provided the tap is not moved, untreated (raw) water.
2. The City will read the meter at the existing location and bill for the water passing through the meter at the rate set by the City to wit: minimum charge for first three thousand (3000) gallons plus 1.72 times the block rates for all usage over 3000 gallons as established in Part 1.A.(1), Section 31-12 of Chapter 31 of the Code of Ordinances of the City of Grand Junction and as amended from time to time (See Attachment A). Permittee agrees to pay the amount(s)

billed within thirty (30) days of the bill.

3. The City will maintain the meter at its present location.

4. Permittee agrees that he is solely responsible for maintenance of his pipelines. All water, including water lost in breaks or leaks, which passes through the meter shall be paid for by the Permittee as provided in this permit.

5. Permittee agrees that the City is not acting as a public utility in furnishing raw water to Permittee, and Permittee, has no and does not obtain any vested right to receive water from the City by virtue of this permit or otherwise.

6. If, in the event of drought, the City determines that the water supply is not adequate to supply City residents, the City shall declare that a shortage exists and shall notify Permittee. Within ten days of mailing of such notification Permittee shall institute reductions of service commensurate with reductions of service to City residents. In the event of an emergency, as determined solely by the City, no notice will be provided. If the emergency will result in the line being out of service for more than seven (7) days then notice will be given as soon as practicable.

7. By acceptance of the benefits of this permit, Permittee agrees to hold the City harmless from and to indemnify the City, its officers, agents, and employees from all claims, causes of action, damages, or injury to persons or property arising out of supplying of water or any failure to supply water.

8. Permittee understands that, in the event the flow line is moved from its existing location or replaced during the term of the agreement, Permittee must pay all costs required to reestablish a tap on the new or alternative flow line.

9. The Permittee understands and accepts that the City provides the raw water at a pressure that exists as a result only of gravity; no increase in pressure will be provided nor will the City maintain any particular water pressure.

10. The Permittee agrees that the water Permittee will receive is for use for fire fighting, irrigation and livestock watering purposes, but not for domestic purposes unless treated in accordance with Federal and State standards. No lease, sale, donation, transfer or other disposition of any kind of this permit or any water obtained as a result of this permit may be made without the prior written approval of the authorized representative of the City of Grand Junction.

11. Permittee agrees and understands that the City does not treat any water passing through the meter in any way and the quality of the water delivered to the Permittee does not, and will not, meet present or future water quality standards as set by any regulatory agency for a domestic water supply. The Permittee recognizes and agrees to purchase and install, per manufacturers recommendations, the Colorado State Health Department approved Culligan "point of use" treatment system if the water supplied by the City is to be used for domestic purposes, i.e., piped into the residence. No other system will be accepted. Permittee agrees to upgrade or replace

any treatment system, as required by the City, when such system fails to provide treated water that meets Federal and State Safe Drinking Water Standards. Permittee agrees to provide access to the City for purposes of water quality sampling and system maintenance as required by State and Federal regulations. System maintenance by the City shall be limited to replacing ultraviolet bulbs on a yearly basis and changing one (1) micron filter as required. Other system maintenance as recommended by the manufacturer shall be performed by the Permittee. Permittee shall notify the City when the one (1) micron filter is due for replacement. Permittee shall not attempt to hold the City liable for any costs associated with the obtaining or installing of any "point of use" treatment system.

12. In the event Permittee violates any term or condition set forth in this permit, Permittee agrees the City may terminate this permit and disconnect the tap and meter forthwith. If Permittee is in compliance with all State, Federal and local requirements, Permittee is eligible to obtain another permit, if issued, the City will reconnect the tap and charge a reconnection fee as set by the City.

13. This permit, unless otherwise terminated, shall be for ten (10) years and shall expire on 5/31, 2000. The City may in the future, at its discretion, build a treatment plant which would replace the existing plant. In such event, there may not be any untreated water in the flow lines above the existing tap used by the Permittee. If such occurs, this permit shall terminate.

14. The authorized representative of the City of Grand Junction will be the City Manager with consent of the City Council or his designee.

15. No assignment or transfer of this permit or any rights or duties created herein, shall be valid unless approved in writing by an authorized representative of the City of Grand Junction.

ISSUED THIS 9 DAY OF July, 1990.

CITY OF GRAND JUNCTION

Greg Brown  
Utilities Manager

PERMITTEE

Gene Alexander  
Gene Alexander  
9444 Kannah Creek Road  
Whitewater, CO 81527