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TYPE OF RECORD: ACTIVE NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STEPHEN K. WOOD AND MARGARET P. WOOD

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: WATER PERMIT DATED JUNE 29, 1990, PARCEL NO. 2969-232-00-170, TO OBTAIN UNTREATED RAW WATER, KANNAH CREEK FLOWLINE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1990

EXPIRATION DATE: 06/20/20, CAN BE RENEWED FOR ANOTHER 30 YEARS

DESTRUCTION DATE: 01/27, UNLESS RENEWED

WATER PERMIT

THIS PERMIT is issued this 29th day of June, 1990, by the CITY OF GRAND JUNCTION, Mesa County, Colorado, a home rule city, hereinafter referred to as the "City," to STEPHEN K. WOOD and MARGARET P. WOOD, as joint tenants, Mesa County, Colorado, hereinafter referred to as "Permittees."

RECITALS:

A. Permittees wish to continue to obtain untreated or "raw" water from a tap located in Section 14, Township 2 South, Range 2 East of the Ute Meridian for use on and for the benefit of real property described as follows:

NW1/4SW1/4, Section 23, Township 2 South, Range 2 East, and S1/2NW1/4, Section 23, Township 2 South, Range 2 East of the Ute Meridian, Mesa County, Colorado

In this Permit, the real property will be referred to as the "Property." The Property bears Mesa County Assessor's parcel number 2969-232-00-170.

B. The existing 3/4-inch water tap on the Kannah Creek Flow Line that serves the Property is identified on the City accounting system as account number 1001 0130 04 4, and in this Permit will be referred to as the "Tap."

C. Permittees and their predecessors in interest to the Property have been provided water from the Kannah Creek Flow Line for several decades.

D. The Kannah Creek Flow Line has been and presently is the sole source of water that serves the Property.

E. The parties want to continue to provide the Property with water from the Kannah Creek Flow Line under the terms of this Permit.

Therefore, in consideration of the recitals above and the mutual covenants and conditions below, the parties agree as follows:

1. The City issues this Permit to allow Permittees to obtain, through the 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). Permittees agree 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. Permittees agree that they are solely responsible for maintenance of their pipelines. All water, including water lost in breaks or leaks, which passes through the meter shall be paid for by Permittees as provided in this Permit.

5. Permittees do not and will not assert any water right pursuant to title 37, Colorado Revised Statutes or the Colorado Constitution for water from the Tap.

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 Permittees. Within ten (10) days of mailing of such notification, Permittees 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 Kannah Creek Flow 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, Permittees agree 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, consistent with the terms and conditions of this Permit.

8. Permittees understand that, in the event the flow line is moved from its existing location or replaced during the term of this Permit, Permittees must pay all costs required to reestablish a tap on the new or alternative flow line. In such event, the City agrees to notify Permittees and to accept comments and input from Permittees regarding the engineering and planning process and to give consideration to the potential hardship and financial effect on Permittees of any alteration of the Kannah Creek Flow Line.

9. Permittees understand and accept 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. Permittees agree that the water Permittees 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, by the method set

forth in this Permit. 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, which approval shall not be unreasonably withheld.

11. Permittees agree and understand that the City does not treat any water passing through the meter in any way and the quality of the water delivered to Permittees does not presently meet water quality standards as set by any regulatory agency for a domestic water supply and is not expected to meet such standards in the future. Permittees recognize and agree to purchase and install, per manufacturer's recommendations, the Colorado State Health Department approved "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. Permittees agree 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. Permittees agree 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 Permittees. Permittees shall notify the City when the one (1) micron filter is due for replacement, and the City shall promptly replace it.

12. In the event Permittees violate any term or condition set forth in this Permit, Permittees agree the City may terminate this Permit and disconnect the Tap and meter forthwith. Provided, however, that the City shall first give Permittees ten (10) days' advance written notice of any alleged violation, during which time Permittees shall cure the alleged violation. If Permittees fail to cure a violation within the ten (10) day notice period and the City disconnects the Tap, but thereafter, Permittees are in compliance with all state, federal and local requirements, Permittees are eligible to obtain another permit on terms and conditions substantially equivalent to this Permit. Upon issuance of any such new permit, the City will reconnect the Tap and charge a reasonable reconnection fee as set by the City.

13. This Permit, unless otherwise terminated, shall be for thirty (30) years and shall expire on June 29, 2020, with an automatic right of Permittees to renew this Permit for an additional thirty (30) years.

14. 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 Permittees. If such occurs, this Permit shall terminate, and Permittees shall have the opportunity to negotiate the purchase of treated water from the City, if available, via the Kannah Creek Flow Line or any alternative or subsequent flow line, on terms and conditions which may be substantially different than set forth in this Permit, and the City agrees to act reasonably and to conduct such negotiations in good faith.

15. The authorized representative of the City will be the City Manager, or his designee, with consent of the City Council.

16. This Permit shall inure to the benefit of and be binding upon the parties and their respective heirs, assigns, successors and legal representatives.

ISSUED this 29th day of June, 1990.

CITY OF GRAND JUNCTION

By *Marbet Achen*

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