

IRRIGATION WATER AGREEMENT

This Agreement is effective as of the 1st day of January, 2023, by the City of Fruita, a Colorado home-rule municipality, hereinafter referred to as (“City”) and Glade Park Pipeline Water Users Association, hereinafter referred to as (“GPPWUA”).

RECITALS

WHEREAS, the City of Fruita is the owner of certain water rights located on Glade Park, and

WHEREAS, the City is willing to continue providing water to Glade Park tap holders, provided that such is feasible at no additional cost to the City, and

WHEREAS, the Glade Park pipeline tap holders have formed a legal entity, the Glade Park Pipeline Water Users Association (GPPWUA), which shall deal directly with the City regarding all aspects of the water to be provided, and

WHEREAS, the parties entered into an initial agreement for the provision of irrigation water by the City to GPPWUA on September 15, 1998, which expired at the end of the 1999 irrigation season, and

WHEREAS, the parties have renewed the agreement biannually until January 1, 2009 and,

WHEREAS, on January 1, 2009, the parties renewed their agreement in five (5) year increments, and

WHEREAS, on January 1, 2015, the parties renewed their agreement to expire on December 31, 2019, and

WHEREAS, in 2018, the parties amended their agreement to revise the maintenance and repair provisions and add some new provisions regarding the City’s reservoirs, which amendment extended the term of the agreement to expire on December 31, 2022, and

WHEREAS, the parties desire to once again renew said agreement for the provision of irrigation water, by the City to GPPWUA for another five years, that will expire on December 31, 2027.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and GPPWUA agree as follows:

AGREEMENT

1. The Glade Park tap-holders agree to maintain a legal entity, known as THE GLADE PARK PIPELINE WATER USERS ASSOCIATION (GPPWUA).
1. GPPWUA shall be solely responsible for providing all necessary repairs and maintenance of the pipeline within the applicable area, more specifically described as the maintenance and repair of the pipeline beginning at the following locations:
 - A. Reservoir #1 & Big Spring – Beginning with valve in parking lot area; also known as N 38°51.031’ W 108° 45.366’; EXCEPTING AND EXCLUDING the weir box for East Creek

- B. Reservoir #2 – Beginning at the valve northwest of Fruita #1 Campground; also known as N 38° 52.161' W 108° 45.876'
- C. Reservoir #3 – Beginning at the collection /distribution box below Reservoir #3
- D. Haypress – Beginning at a point ten feet downstream from the Haypress diversion structure.

GPPWUA's maintenance and repair responsibilities will end at: 1971 N. 16.5 Road (N39°2.9343'W44.9515'). Annually and upon termination of this Agreement, it shall be GPWUAA's responsibility to drain and shut down the pipeline within their area of responsibility.

2. Necessary repairs and maintenance shall be provided by GPPWUA and/or a reputable contractor familiar with the water line requirements. The contractor shall be subject to approval by the City, although he or she shall be retained and paid by GPPWUA. The contractor shall be required to furnish proof of adequate insurance coverage satisfactory to the City.
3. The City hereby grants to GPPWUA a license to use any and all easements held by the City necessary to maintain the pipeline. As an agent of the City for this limited purpose, GPPWUA will have the same rights granted by the U.S. Forest Service to the City under special use permits to maintain the pipeline.
4. In order to oversee the operation, maintenance and repair of the pipeline the City's Public Works Department shall be involved in this on-going project.
5. The City will be responsible for replacement or repair of water meters, weir box replacement or repair, distribution valves, etc.
6. The City shall assist GPPWUA in repair or maintenance of the main pipeline crossing the roadway, however, GPPWUA (or a new tap holder) shall be responsible for installing any taps or service lines.
7. GPPWUA shall not be responsible for any issues related to taps issued by the City to landowners who are not members of GPPWUA.
8. GPPWUA will be responsible for metering flows along the pipeline (downstream from the points of delivery as described in Section 1) at locations established by the City on a weekly basis, or as otherwise required by the State Water Commissioner, and be responsible for reporting flow measurements to the City.
9. GPPWUA will assist the City in collecting reservoir level and flow metering data at up to three separate locations at a frequency of once every two weeks. Any additional reservoir or flow data required will be collected by the City and/or Water Commissioner.
10. The City will continue to operate and maintain the Fruita Reservoirs, including but not limited to, the operation of the reservoir outlet works, reservoir monitoring, and any reporting to the State Water Commissioner.
11. The City will continue to maintain the pipeline from South 16 ½ Road to Enochs Reservoir, as depicted on Exhibit A as the Enochs Pipeline, to serve other water customers along this section of the line.

12. The State Engineer's Office has issued a storage restriction on Fruita Reservoir #2 that does not allow for storage of water and the City does not anticipate that this restriction will be lifted prior to the expiration of the current agreement. The City will, therefore, not be able to deliver water to the pipeline from Fruita Reservoir #2 and GPPWUA will not be expected to prioritize any repairs along the Reservoir #2 pipeline while the restriction remains in effect.
13. City has developed Standard Operating Procedures (SOP's) to assist in operation of the pipeline system. The City will provide these SOP documents to GPPWUA for their reference. It shall be the responsibility of both parties to treat these SOP's as working documents and coordinate revisions on a regular basis.
14. It is understood and agreed that the future availability of untreated water to be provided under this Agreement is uncertain and contingent on issues which may include the City Council's decision to annually appropriate funds to operate the water system. Nevertheless, to the extent a legal and physical supply of water is available; the City will endeavor to provide GPPWUA untreated water for livestock and irrigation purposes, pursuant to an individually executed Water Delivery Contract to be signed by property owner/tap-holder. The parties state and agree that the untreated water supplied by the City will not be used for human consumption or for domestic purposes, and that GPPWUA has communicated this to all of its members and signs below on behalf of the same. GPPWUA and its members shall indemnify and hold the City harmless from any and all claims arising from any use of this untreated water for human consumption (including domestic use for washing dishes, laundry, teeth brushing or showering). The parties understand that such untreated water may be hazardous to the health of any person who ingests it in any manner.
15. To the extent water is legally and physically available as described herein, the City will endeavor to provide the untreated water to GPPWUA on an annual basis until the termination of the Agreement on December 31, 2027. Parties agree to work jointly in determining how to control water flow and water pressure. However, ultimately such decision shall rest solely with the discretion of the City. The parties further agree that the City assumes no responsibility for a lack of availability of water during any irrigation season.
16. The water use provided to GPPWUA under this Agreement are non-exclusive, and the City is authorized to enter into separate agreements to provide water which shall be wholly apart from this Agreement.
17. This Agreement shall be in effect for a 5-year period, unless otherwise terminated as provided in the Agreement. Any renegotiation, either during this Agreement period, or thereafter, shall be approved by both parties. This Agreement may be renewed by the City for an additional 5-year term by the City providing notice thereof to GPPWUA on or before November 1, 2027.
18. Either party may terminate this Agreement by providing sixty days (60) days written notice, via United States Postal Service, Certified Mail, Return Receipt Requested and mailed as follows:

City of Fruita
325 E. Aspen Avenue
Fruita, CO 81521

GPPWUA
P.O. Box 23222
Glade Park, CO 81523

Termination shall be effective on the sixtieth (60th) day. GPPWUA shall remain responsible for all necessary repairs, maintenance and any costs and fees involved in shutting down the line.

19. It is agreed that by entering into this Agreement, neither GPPWUA, or any property owner/tap holder are entitled to claim any ownership interest in the City's water rights.
20. There are no other agreements between the parties beyond what is provided in this written Agreement.
21. GPPWUA may sell one inch (1") taps to Glade Park landowners, for the amount authorized by the GPPWUA Board of Directors, as approved by the City. The City of Fruita shall be notified by submission of the City of Fruita, Water Delivery Contract, duly signed by the new tap holder. All proceeds from sale of new taps shall be used by GPPWUA for waterline maintenance and improvements.
22. GPPWUA shall notify the City of Fruita of the change in ownership of property included in the Association's membership which has a tap for irrigation and livestock purposes. Such notification shall be in the form of an email directed to the Public Works Director, or her designee, or by United States Mail. Said City of Fruita, Water Delivery Contract shall be in a form approved by said City of Fruita.
23. This Agreement may be executed in counterparts and by electronic signatures, which together shall constitute the original.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed on the day and year first above written.

City of Fruita, Colorado, acting by and through
The Fruita City Council

Joel Kincaid, Mayor

ATTEST:

Fruita City Clerk

Glade Park Pipeline Water Users Association

Pamela Sharpe, President

STATE OF COLORADO)
) SS:
COUNTY OF MESA)

The foregoing **IRRIGATION WATER AGREEMENT** was subscribed and sworn to before me, a Notary Public, this ____ day of _____ 2022, by _____

Witness my hand and official seal.

My commission expires: _____

Notary Public