

RESOLUTION NO. 1621

A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING LEASE OF WATER TO THE
CONSOLIDATED MUTUAL WATER COMPANY

WHEREAS, the City of Golden has excess water rights during certain periods of the year; and

WHEREAS, the Consolidated Mutual Water Company has requested lease of up to 12 acre feet of excess Golden water.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

City Council hereby approves the lease with Consolidated Mutual Water Company in essentially the same form as the copy of such lease accompanying this resolution.

Adopted the 17th day of November, 2005.



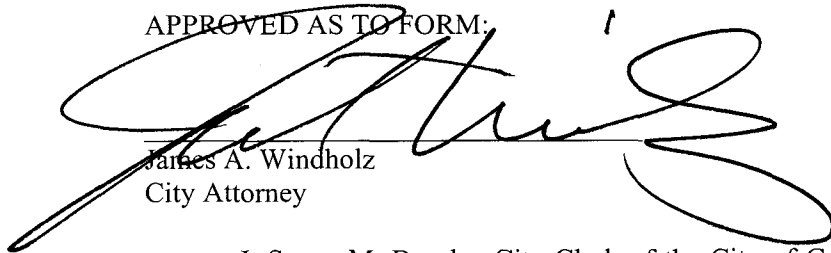
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

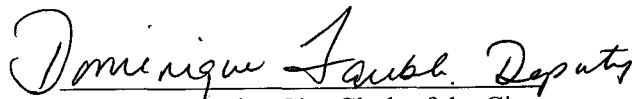
APPROVED AS TO FORM:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 17th day of November, A.D., 2005.

(SEAL)

ATTEST: 

Susan M. Brooks, City Clerk of the City
Golden, Colorado

AGREEMENT FOR LEASE OF WATER RIGHTS

This **AGREEMENT FOR LEASE OF WATER RIGHTS**, ("Lease") is entered into this ____ day of _____, 2005 by and between the City of Golden ("Golden"), and The Consolidated Mutual Water Company ("Consolidated"):

WHEREAS, Golden is the owner of certain water rights (hereinafter referred to as the "Subject Water Rights") that Golden is willing to lease up to twelve (12) acre feet annually to Consolidated for Consolidated's use to make winter returns to Clear Creek as a part of Consolidated's change application 02CW226;

WHEREAS, Consolidated anticipates it will need this water during the winter months of 2006 (November through March) and each year thereafter;

NOW, THEREFORE, in consideration of the forgoing recitals, and in consideration of the promises, payments and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, Golden and Consolidated agree as follows:

1. **Term:** This lease shall be perpetual unless mutually terminated.
2. **Volume:** Consolidated will be entitled under this Lease to divert and use twelve (12) acre-feet of consumptive use water from the Subject Water Rights that is not used by Golden, said diversion shall include a river transportation lose of 5% or 0.6 acre-feet for a net delivery to Consolidated of 11.4 acre feet.
3. **Delivery:** Consolidated shall provide Golden an annual schedule of releases and shall notify Golden of its desire for water releases by contacting William Stambaugh via telephone ((303) 591-7653) as confirmed by e-mail to wstambaugh@ci.golden.co.us. Requests for water will follow the schedule as nearly as possible and shall specify the amount and timing of water deliveries desired by Consolidated. Upon such notification, to the extent that it has sufficient water available, Golden will release or otherwise provide water from the Subject Water Rights to meet the request of Consolidated Mutual, or so much thereof as Golden may possibly meet.
4. **Measurement:** Consolidated Mutual and Golden shall measure and record the diversions of water delivered from the Subject Water Rights and incorporate such measurements in Consolidated's water accounting records, copies of which shall be available to Golden.
5. **No Warranties:** City does not warrant: i) the quality of the water diverted by City under this Lease; ii) the administration for delivery of water released or otherwise provided pursuant to this Lease; or iii) the amount of water that will actually be yielded by, or delivered from, the Subject Water Rights.

6. **Rate and Payment:** Consolidated shall pay City \$525.00 per acre foot of water actually delivered annually to and diverted by Consolidated Mutual under this Lease including transportation losses. Consolidated shall transmit such payment(s), based on and with a copy of its measured and recorded diversions, on a monthly basis no later than thirty days after the last day of the month in which such diversions occur. Such payments shall be payable to the City of Golden and transmitted to the following address:

City of Golden
911 10th Street
Golden, CO 80401
Attention: Don Warn

7. **Adjustments to the Annual Rate:** The rate for the water Consolidated leases shall be adjusted in January of each year by the most recent Consumer Price Index for the Denver/Boulder metropolitan area.

8. **Modification:** City reserves the right to reduce the volume of water deliverable under this Lease at its sole discretion upon five days advance notice to Consolidated Mutual.

9. **Termination:** This lease may be terminated by mutual consent.

10. **Non-Assignability:** Consolidated may not assign its rights under this Lease.

The Consolidated Mutual Water Company

CITY OF GOLDEN

By: _____
Walter S. Welton, President

Date: _____

Attest: _____
Secretary/Treasurer

Date: _____

By: _____
Mr. Charles Baroch
Mayor, City of Golden
City Hall
911 10th Street
Golden, CO 80401

AGREEMENT FOR LEASE OF WATER RIGHTS

This **AGREEMENT FOR LEASE OF WATER RIGHTS**, ("Lease") is entered into this 5th day of December, 2005 by and between the City of Golden ("Golden"), and The Consolidated Mutual Water Company ("Consolidated"):

WHEREAS, Golden is the owner of certain water rights (hereinafter referred to as the "Subject Water Rights") that Golden is willing to lease up to twelve (12) acre feet annually to Consolidated for Consolidated's use to make winter returns to Clear Creek as a part of Consolidated's change application 02CW226;

WHEREAS, Consolidated anticipates it will need this water during the winter months of 2006 (November through March) and each year thereafter;

NOW, THEREFORE, in consideration of the forgoing recitals, and in consideration of the promises, payments and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, Golden and Consolidated agree as follows:

1. **Term:** This lease shall be perpetual unless mutually terminated.
2. **Volume:** Consolidated will be entitled under this Lease to divert and use twelve (12) acre-feet of consumptive use water from the Subject Water Rights that is not used by Golden, said diversion shall include a river transportation lose of 5% or 0.6 acre-feet for a net delivery to Consolidated of 11.4 acre feet.
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4. **Measurement:** Consolidated Mutual and Golden shall measure and record the diversions of water delivered from the Subject Water Rights and incorporate such measurements in Consolidated's water accounting records, copies of which shall be available to Golden.
5. **No Warranties:** City does not warrant: i) the quality of the water diverted by City under this Lease; ii) the administration for delivery of water released or otherwise provided pursuant to this Lease; or iii) the amount of water that will actually be yielded by, or delivered from, the Subject Water Rights.

6. **Rate and Payment:** Consolidated shall pay City \$525.00 per acre foot of water actually delivered annually to and diverted by Consolidated Mutual under this Lease including transportation losses. Consolidated shall transmit such payment(s), based on and with a copy of its measured and recorded diversions, on a monthly basis no later than thirty days after the last day of the month in which such diversions occur. Such payments shall be payable to the City of Golden and transmitted to the following address:

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The Consolidated Mutual Water Company

By: Walter S. Welton 12/5/05
Walter S. Welton, President

Date: _____
Attest: Renee S. Allen
Secretary/Treasurer

Date: 12-5-2005

CITY OF GOLDEN

By: C. J. Barock
Charles Barock
Mayor, City of Golden
City Hall
911 10th Street
Golden, CO 80401

Attest: Susan M. Brooks
Susan M. Brooks, MMC, City Clerk