

**FIRST AMENDMENT TO TOWN OF CASTLE ROCK/CENTRAL COLORADO
WATER CONSERVANCY DISTRICT
SPOT WATER LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SPOT WATER LEASE AGREEMENT (“Amendment”) is entered into September 2, 2025, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Castle Rock Water Enterprise (“Town”), as Lessor, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Central Colorado Water Conservancy District (“Central”), as Lessee, whose address is 3209 W 28th St, Greeley, CO 80634, collectively referred to as the Parties.

RECITALS

WHEREAS, the Town and Central entered into a Spot Water Lease Agreement (the “Agreement”) on January 7, 2025, which is attached hereto as *Exhibit A*; and

WHEREAS, the Agreement designated up to 400 AF as the maximum amount of water to be leased to Central; and

WHEREAS, the Town has additional water supplies that it wishes to lease to Central in 2025; and

WHEREAS, the Town and Central desire to amend the Agreement as set forth herein to increase the amount of water that may be leased to Central under the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Central agree to the following amendments to the Agreement:

1. Amendment. Section 1 of the Agreement is hereby amended to read as follows:

“1. Water Rights Lease. The Town hereby leases to Central surplus water up to 1,000 AF total (“Leased Spot Water”), which may be made available as follows:

A. Between January 7, 2025 and December 31, 2025 with no additional water released thereafter.”

2. Amendment. Section 2(A) of the Agreement is hereby amended to read as follows:

“2. Deliveries.

A. Amount. The Town may have water available within its Chatfield Storage Account to lease up to 1,000 AF to Central in 2025. The Leased Spot Water will be withdrawn from the Town’s Storage Account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources.”

EXHIBIT A
AGREEMENT

**TOWN OF CASTLE ROCK/CENTRAL COLORADO WATER CONSERVANCY
DISTRICT
SPOT WATER LEASE AGREEMENT**

THIS SPOT WATER LEASE AGREEMENT (“Agreement”) is entered into January 7, 2025, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Castle Rock Water Enterprise (“Town”), as Lessor, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Central Colorado Water Conservancy District (“Central”), as Lessee, whose address is 3209 W 28th St, Greeley, CO 80634, collectively referred to as the Parties.

RECITALS

WHEREAS, the Town owns certain water in the Chatfield Basin that is reusable and fully consumable after its first use for municipal purposes by the Town. From time to time, a certain amount of this water is surplus to the needs and obligations of the Town (“Surplus Water”); and

WHEREAS, the Town anticipates it will have Surplus Water available from time to time in 2025; and

WHEREAS, Central desires to lease a certain portion of the Surplus Water from the Town in accordance with the terms and conditions of this Agreement for municipal use.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Central agree as follows:

1. Water Rights Lease. The Town hereby leases to Central surplus water up to 400 AF total (“Leased Spot Water”), which may be made available as follows:

A. Between January 7, 2025 and December 31, 2025 with no additional water released thereafter.

2. Deliveries.

A. Amount. The Town may have water available within its Chatfield Storage Account to lease up to 400 AF to Central in 2025. The Leased Spot Water will be withdrawn from the Town’s Storage Account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources.

B. Location. Release will consist of a book-over from Castle Rock’s Chatfield Storage Account into Central’s Chatfield Storage Account.

with copy to: Town of Castle Rock
Attn: Town Attorney (Mike Hyman)
100 N. Wilcox Street
Castle Rock, CO 80104

If to Central: Central Water and Sanitation District
Attn: Randy Ray, Executive Director
3209 W 28th St
Greeley, CO 80634

9. Assignment. Central may not assign its rights hereunder without the prior written consent of the Town, which may be withheld in the Town's sole discretion. In the event that the Town consents to an assignment of Central's rights hereunder, the assignee shall execute an assumption agreement with the Town and Central pursuant to which it shall assume Central's obligations hereunder. The terms of such assumption agreement must be approved by the Town.

10. Entire Agreement. This Agreement represents the entire Agreement between the Parties on the matters set forth herein and supersedes all prior negotiations, representations or agreements respecting said matters whether written or oral.

11. Binding Effect. The execution of the Agreement by the Town as Lessor and Central as Lessee constitutes the execution of a binding lease agreement by the Parties on the terms and conditions contained herein and may not be modified except in writing signed by both Parties. This Agreement shall be binding on the Parties' respective successors and assigns.

12. Enforcement. In the event either Party commences any action to enforce the terms and provisions of the Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and all costs incurred in connection with such action, including, but not limited to, expert witness fees.

13. Controlling Law. This Agreement shall be governed under, and construed pursuant to the laws of the State of Colorado.

(signature page to follow)

