# SECOND AMENDMENT TO TOWN OF CASTLE ROCK/CENTRAL COLORADO WATER CONSERVANCY DISTRICT SPOT WATER LEASE AGREEMENT

THIS SECOND AMENDMENT TO SPOT WATER LEASE AGREEMENT ("Amendment") is entered into November 18, 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, and a First Amendment to Town of Castle Rock/Central Colorado Water Conservancy District Spot Water Lease Agreement, both which are attached hereto as *Exhibit A-1* and are referred to collectively herein as the "Agreement"; and

**WHEREAS**, the Agreement designated up to 1,000 acre feet ("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:

- **2. Amendment.** Section 2(A) of the Agreement is hereby amended to read as follows:
  - "2. <u>Deliveries</u>.
  - A. <u>Amount</u>. The Town may have water available within its Chatfield Storage Account to lease up to 1,200 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 The Leased Spot Water will be withdrawn from the Town's Storage Account upon coordination with the Colorado Department of Natural Resources Division of Water Resources."
- 3. Ratification. In all other respects, the Agreement shall remain in full force and effect.

#### **ATTACHED EXHIBITS:**

EXHIBIT A-1 – AGREEMENT

The Parties hereby accept the above amendments and terms as evidenced by their signatures below.

LESSOR:	
ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	Approved as to content:
Michael J. Hyman, Town Attorney	Mark Marlowe, Dir. of Castle Rock Water
LESSEE:	
Central Water and Sanitation District	
By: Randy Ray, Executive Director	
STATE OF COLORADO ) ) ss. COUNTY OF DOUGLAS )	
The foregoing instrument as acknowled	lged before me this day of,
2025 by as District.	of the Central Colorado Water Conservancy
Witness my official hand and seal. My commission expires:	
	Notary Public

## **EXHIBIT A-1**

## 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. <u>Water Rights Dease</u>. The Town hereby leases to Central surplus water up to 400 AF total ("Leased Spot Water"), which may be made available as follows:
  - A. Detween January 7, 2025 and December 31, 2025 with no additional water released thereafter.

#### 2. <u>Deliveries.</u>

- A. <u>Amount.</u> 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. <u>Location</u>. Release will consist of a book-over from Castle Rock's Chatfield Storage Account into Central's Chatfield Storage Account.

- C. <u>Delivery to Central.</u> Central will take delivery of the Leased Spot Water within its Chatfield Storage Account. Deliveries will be made by mutual agreement of the Parties.
- D. <u>Accounting</u>. Central must provide the Town with a copy of the water accounting showing the date(s) and quantities of the release of Leased Spot Water. This information will also be used to confirm and update the Town's Chatfield accounting forms.
- 3. <u>Lease Rate.</u> Leased quantities shall be paid at the rate of \$110.00 per acre-foot. Payment for quantities leased shall be made thirty (30) days following the issuance of an invoice from Castle Rock. The Town shall invoice Central and payment shall be remitted to Castle Rock Water; 175 Kellogg Court; Castle Rock, CO 80129; ATTN: Matt Benak, Water Resources Manager.
- 4. Quality of Leased Spot Water. Leased Spot Water shall be delivered "as is," but shall be of a quality that meets all standards and effluent limitations specified in Colorado Discharge Permit System Permit No. CO-0038547, as amended, or in any other discharge permit issued by the Water Quality Control Division or by the U.S. RPA authorizing discharges from the Plum Creek Water Reclamation Authority (PCWRA) facility, such quality to be measured at the authorized discharge point(s) specified in any such discharge permit. By entering into this Agreement and utilization of the Leased Spot Water, Central acknowledges that water meeting the requirements of this paragraph is suitable for its purposes and will accept such water as meeting the terms of this Agreement.
- 5. <u>Lease Term.</u> The term of this Agreement shall commence upon its execution and expire December 31, 2025. By mutual written agreement of the Parties, this Agreement may be renewed on the same or on different terms.
- 6. <u>Central's Obligations.</u> Central's obligations under this Agreement are limited to making the payments as described in paragraph 3 above.
- 7. Town Obligations. The Town shall allow Central to divert, store, use, reuse, and successively reuse to extinction and make all decreed uses of all Leased Spot Water, and shall confirm to Central's satisfaction that all Leased Spot Water is decreed for all such uses and has been recognized and is administered by the Colorado State Engineer for all such uses.
- 8. <u>Notice.</u> All notices which may be required to be given by either Party to the other shall be made in writing and either hand delivered or sent by first class United States mail, postage prepaid, addressed as follows, or by facsimile, or via electronic means:

If to Town:

Town of Castle Rock (Castle Rock Water) Attn: Water Resources Manager (Matt Benak) 175 Kellogg Court Castle Rock, CO 80109 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. <u>Assignment.</u> 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. <u>Entire Agreement.</u> 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. <u>Binding Effect.</u> The execution of the Agreement by the Town as Lessor and Central as Lessee constitutes the execution of a binding dease 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. <u>Enforcement.</u> 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. <u>Controlling Law.</u> This Agreement shall be governed under, and construed pursuant to the laws of the State of Colorado.

(signature page to follow)

LESSOR:	
ATTEST:  Docusigned by:  SEAL  298A8A4EDEE34AF  Lisa Anderson, Town Clerk	TOWN OF CASTLE ROCK  Docusigned by:  A7938A42F3A848A  Jason Gray, Mayor
Approved as to form:	Approved as to content:
DocuSigned by:	Signed by:
Mike Hyman	Mark Marlowe
Michael J. Hyman, Town Attorney	Mark Marlowe, Dir. of Castle Rock Water
LESSEE:	
Central Water and Sanitation District	
By: Randy Ray, Executive Director	
STATE OF COLORADO )	
COUNTY OF DOUGLAS	lu.
The foregoing instrument as acknowledged 2025 by Runling River District.	before me this May of May of Ontervancy
Witness my careta hand and seal. My commission expires:	Notary Public

ALISON DONOVAN FORRER Notary Public State of Colorado Notary ID # 20234022964 My Commission Expires 06-20-2027

# 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. <u>Amendment</u>. 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. <u>Amount.</u> 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."

3. Ratification. In all other respects, the Agreement shall remain in full force and effect.

### **ATTACHED EXHIBITS:**

EXHIBIT A – AGREEMENT

The Parties hereby accept the above amendments and terms as evidenced by their signatures below.

LESSOR:	
DocuSigned by:  298A8A4EDE34AF  Lisa Anderson, Town Clerk  Approved as to form:  DocuSigned by:  Mike Hyman  F7347F32A6794D1	COWN OF CASTLE ROCK  Docusigned by:  A7938A42F3A848A  Ason Gray, Mayor  Approved as to content:  Signed by:  MANAMAL  Ark Marlowe  JEEABD2E651B241D  Jark Marlowe, Dir. of Castle Rock Water
LESSEE:	
Central Colorado Water Conservancy District	
By:  Randy Ray, Executive Director	
Randy Ray, Executive Director	
STATE OF COLORADO )	
COUNTY OF DOUGLAS ) ss.	
The foregoing instrument as acknowledged before	fore me this 2 day of Stember, the Central Colorado Water Conservancy
Witness my official hand and seal.  My commission expires: June 2, 2027	Joseph Kamer
	ctary Public
LYNN KRAMER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20034018159 MY COMMISSION EXPIRES JUNE 2, 2027	

#### **EXHIBIT A**

#### **AGREEMENT**

(Duplicative exhibits removed from Second Amendment)

PREMIOUSLY EXECUTIVED