

**TOWN OF CASTLE ROCK/UNITED WATER AND SANITATION DISTRICT  
SPOT WATER LEASE AGREEMENT**

THIS SPOT WATER LEASE AGREEMENT (“Agreement”) is entered into \_\_\_\_\_, 2021, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town the Castle Rock Water Enterprise (“Town”), as Lessor, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 and United Water and Sanitation District (“United”), as Lessee, whose address is 8301 E. Prentice Ave. #120, Greenwood Village, Colorado 80111, 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 2021; and

**WHEREAS**, United desires to lease a certain portion of the Surplus Water from the Town in accordance with the terms and conditions of this Agreement for use as an augmentation source for municipal purposes for its partners.

**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 United agree as follows:

1. Water Rights Lease. The Town hereby leases to United a minimum of 20 acre-feet (AF) of Surplus Water and up to 400 AF total (“Leased Spot Water”), which will be made available as follows:

A. Between April 7, 2021 and December 31, 2021 with no additional water released thereafter.

2. Deliveries.

A. Amount. The Town has approximately 1,300 AF of water within its Chatfield Storage Account. The Leased Spot Water will be withdrawn from the Town’s Storage Account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources, who will make the requested release from Chatfield Reservoir.

B. Location. Release from Chatfield Reservoir into the main stem of the South Platte River.



If to United: United Water and Sanitation District  
Attn: Drew Damiano  
8301 E. Prentice Ave. #120  
Greenwood Village, CO 80111

with copy to: Arista H. Shippy  
DiNatale Water Consultants  
5777 Central Avenue, Suite 228  
Boulder, CO 80301  
[arista@dinatalewater.com](mailto:arista@dinatalewater.com)

with copy to: Tod Smith  
Law Office of Tod J. Smith, LLC  
5777 Central Ave., Suite 228  
Boulder, Colorado 80301  
[tod@tjs-law.com](mailto:tod@tjs-law.com)

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

9. 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.

10. Binding Effect. The execution of the Agreement by the Town as Lessor and United 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.

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

**(signature page to follow)**

**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

**STATE OF COLORADO )**  
**) ss.**  
**COUNTY OF DOUGLAS )**

The foregoing instrument as acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021 by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

**LESSEE:**

United Water and Sanitation District

By: \_\_\_\_\_  
Robert A. Lembke, President

**STATE OF COLORADO )**  
**) ss.**  
**COUNTY OF ARAPAHOE )**

The foregoing instrument as acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ as \_\_\_\_\_ of the United Water and Sanitation District.

Witness my official hand and seal.  
My commission expires:

\_\_\_\_\_  
Notary Public