

**TOWN OF CASTLE ROCK/COLORADO PARKS AND WILDLIFE  
SPOT WATER LEASE AGREEMENT**

THIS SPOT WATER LEASE AGREEMENT (“Agreement”) is entered into March 24, 2026, by and between the Town of Castle Rock, a Colorado home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise, as Lessor (the “Town”), and Colorado Parks and Wildlife, as Lessee (“CPW”) (collectively, the Town and CRW are referred to as the Parties).

**RECITALS**

**WHEREAS**, the Town owns certain water stored at Chatfield Reservoir that is reusable and fully consumable after its first use for municipal purposes by the Town; and

**WHEREAS**, 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 2026; and

**WHEREAS**, CPW desires to lease a certain portion of the Surplus Water from the Town and make it available for use at all CPW state parks, wildlife areas, and other properties within the South Platte River Basin, including but not limited to Chatfield State Park, the Chatfield Fish Unit and associated settling ponds and Cherry Creek State Park.

**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 CPW agree as follows:

1. Water Rights Lease. The Town hereby leases to CPW up to 200 acre-feet (AF) of the Surplus Water (“Leased Spot Water”), which will be made available as follows:
  - A. Between March 24, 2026, and December 31, 2026, with no additional water released thereafter.
2. Deliveries.
  - A. Amount. Subject to availability, the Leased Surplus Water will be withdrawn from the Town’s Chatfield Storage Account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources, who will make the requested release from Chatfield.
  - B. Location. The Leased Surplus Water will be released from Chatfield Reservoir either: (i) through the Reservoir outlet manifold directly into the fish hatchery pond gate and adjacent settling ponds; or (ii) by means of a book-over from the Town’s Chatfield Storage Account into CPW’s Chatfield Storage Account.



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 CPW, 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 Lease shall be binding on the Parties' respective successors and assigns.

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

*(signature page to follow)*

