



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

THIS WATER LEASE AGREEMENT ("Agreement") is entered into _____, 2023, 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 the Colorado Parks and Wildlife ("CPW"), as Lessee, whose address is: 6060 Broadway, Denver, Colorado 80216, 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 2023; and

WHEREAS, CPW 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 a supplemental supply for recreational and piscatorial use at Chatfield State Park and Cherry Creek State Park or other CPW facilities to be released from Chatfield Reservoir through the outlet manifold and Chatfield State Fish Unit.

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 Water"), which will be made available as follows:

A. Between May 3, 2023 and December 31, 2023 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 200 AF to CWP in 2023. If Surplus Water is available, at the discretion of the Town, the Leased Spot Water will be withdrawn from the Town's Storage Account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources, who will make the requested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.



B. Location. Release from Chatfield Reservoir to the reservoir outlet manifold and through the Chatfield State Fish Unit and adjacent settling ponds; Release may also consist of a book-over from Castle Rock's Chatfield Storage Account into CWP's Chatfield Storage Account.

C. Accounting. CPW must provide the Town with a copy of the water accounting showing the date(s) and quantities of the release. This information will also be used to confirm and update the Town's Chatfield accounting forms.

3. Lease Rate. Leased quantities shall be paid at the rate of \$385 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 CWP 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 Water. Leased 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. EPA authorizing discharges from the Plum Creek Water Reclamation Authority 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 Water, CPW 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. Lease Term. The term of this Agreement shall commence upon its execution and expire December 31, 2023. By mutual written agreement of the Parties, this Lease Agreement may be renewed on the same or on different terms.

6. Lessee's Obligations. CPW's obligations under this Agreement are limited to making the payments as described in paragraph 3 above.

7. Notice. 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 the State: Colorado Parks and Wildlife
Attn: Water Resources Engineer (Jon Erickson)

6060 Broadway
Jon.Erickson@state.co.us
With cc: Donald.Baggus@state.co.us

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)



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 _____, 2023 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:

Colorado Parks and Wildlife

By: _____
Kris Wahlers, Chatfield State Park Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this ___ day of _____, 2023 by _____ as _____ of the State of Colorado.

Witness my official hand and seal.
My commission expires:

Notary Public