

**TOWN OF CASTLE ROCK/DENVER BOTANIC GARDENS AT CHATFIELD  
SPOT WATER LEASE AGREEMENT**

THIS SPOT WATER LEASE AGREEMENT (“Agreement”) is entered into \_\_\_\_\_, 2020, 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 Denver Botanic Gardens at Chatfield (“Botanic Gardens”), as Lessee, whose address is: 8500 West Deer Creek Canyon Road, Littleton, CO 80128, 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”);

**WHEREAS**, the Town anticipates it will have Surplus Water available from time to time in 2020; and

**WHEREAS**, the Botanic Gardens desire 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 substitute or replacement supply to offset out-of-priority depletions from pumping the “Green Irrigation Well” (SEO Well ID 0809483), located in the SE1/4 of the NE1/4 of Section 10, Township 6 South, Range 69 West of the 6th P.M.

**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 the Botanic Gardens agree as follows:

1. Water Rights Lease. The Town hereby leases to the Botanic Gardens a total of 4 acre-feet (AF) of the Surplus Water (“Leased Spot Water”), which will be made available as follows:

A. On October 7, 2020 with a slug release prior to November 1, 2020;

2. Deliveries.

A. Amount. The Town has approximately 200 AF of water within its Chatfield Storage Account. Four (4) AF of this water will be withdrawn from the Town’s storage account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources, who will make the requested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 into the main stem of the South Platte River.

C. Accounting. The Botanic Gardens must provide the Town with a copy of the water accounting showing the date and quantity of the release. This information will also be used to confirm and update the Town’s Chatfield accounting forms.



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 the Botanic Gardens 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 \_\_\_\_\_, 2020 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:**

Denver Botanic Gardens at Chatfield

By: \_\_\_\_\_  
John Calderhead, Chief Financial Officer

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

The foregoing instrument as acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_.

Witness my official hand and seal.  
My commission expires:

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

