

Agreement Between Arkansas Land, Town and Canal Company
and

Abraham Armentrout

Filed for Record at 9 O'clock a.m. Feb. 26, 1890
J.E.Gauger Recorder; A.R. Bartholomew Dep.

This Agreement made and entered into this eleventh day of March 1884 by and between The Arkansas River Land Town and Canal Company, party of the first part, and Abraham Armentrout party of the second part. Witnesseth Whereas the said second party has heretofrom obtained certain Water rights by taking a ditch out of the Arkansas River for the purpose of conducting water through the same for irrigation , and said ditch is constructed through the following described land, to wit: beginning at a point about Six hundred feet up the River in a North Westerly direction from a point South 71 degrees West true magnetic course from the S.E. Cor of Sec. 29, T. 23S., R. 55W 6P.M. and seventeen hundred and five (1705) feet district therefrom running thence in a S.Easterly direction through the N.E. 1/4 of Sec. 32 and the N 1/2 of Sec. 33 all being in 2 or 3 S. R.55W 6 P.M. all lying and being in the County of Bent and State of Colorado, the property of said party, and Whereas the said first party did, on the 15th day of December 1883 incorporate a company for the purpose of constructing a canal, locating the head-gate of said Canal and a portion of said Canal, on the said land, of the size and diversions in the Articles of Incorporation named. Therefore in consideration of Mutual advantage to the parties hereto as hereinafter named, it is hereby agreed First That said finest party shall have, upon the signing of this Contract, the right to enter on said land for the purposes of surveying, locating and constructing its head-gate and Canal and operating the same, as provided by law it may. Second That said first party shall locate its Canal through said property at such place as its Engineer may deem the most practible. Third That when so much of said ditch is completed and in condition to be operated to supply the said second party to irrigate six hundred and twenty acres of land of the said land above described, then the second party will execute to the said first party a good and sufficient deed to 4 the land upon which said head-gate and ditch are located on said land, a strip of said land one hundred feet in width and one acre of land situated on the North side of a line of said Canal fronting on the river adjoining and North of the head-gate of said Canal as the said engineer may determine to be for the best interest of said first party. Fourth That upon the signing and delivery of such deed for said land by said first deed for said land by said second party, said first party, as full consideration therefor sell make and issue to second party his heirs or assigns a perpetual water-right for Six Hundred and twenty acres of land of the said above described land as said second party may elect, and such Water right shall be free from any future tax or assessment by said first party, and of such

form in other respects as the Company may adopt for its water-right System.

Fifth That second party, by sufficient transfer in writing, will convey to first any and all right he may now have in any and all water-rights by reason of taking water out of the Arkansas River as aforesaid.

Sixth That the first party will, without being subject to any damage on account of seepage or otherwise from said ditch or Canal on said land, have the right to operate the same as provided by law, and it is hereby agreed that the advantages and water privileges hereby agreed to be conveyed when conveyed to second party will be full compensation for any in convenience or damage that may hereafter happen to said land by using and operating said Canal by first party or its successor, successors, or assigned.

This Contract signed and sealed this 11th day of March. A.D. 1884 attest the Arkansas Land and Canal Company.

H.D. Perkey, Secretary

A.L. Haskell, President
Abraham Armentrout

Water Deed

The Arkansas River Land Reservoir and Canal Co.

TO

Armentrout and John A. Himebough

Filed for Record Feby 26, 1890 9:30 a.m.

J.E. Gauger Recorder

A.R. Bartholomew Dep.

Known all men by these presents that the Arkansas River Land, Reservoir and Canal Company. (A Corporation existing under the laws of the State of Colorado) of the first part for and in consideration of the sum of one Dollar to it in hand paid by Abraham Armentrout and John A. Himebaugh of the County of Elpaso and State of Colorado, of the second part the receipt whereof is hereby acknowledged, and in consideration of the covenants; and promises contained in a certain agreement, dated March 1, 1884 and made by and between The Arkansas River Land Town and Canal Company and said Abraham Armentrout one of the parties of the second part, and in first consideration of the Mutual Covenants and agreements in this deed contained, to be performed and kept by both of said parties, and hereafter specially mentioned, hereby grants, bargains, sells and conveys to the said second parties, their heirs and assigns forever, Six Hundred and twenty (620) statutory inches of water, that is to say, the right to the use of Waters flowing through the Canal of said first party to the amount of six hundred and twenty (620) inches thereof subject however to the following reservations and conditions, to which said parties of the second part expressly agree:

First Said Company to furnish the said water to the second parties or assigns continuously during the irrigating seasons of every year except as hereinafter provided, and at no other time, unless with consent of the Company thereto in writing.

Second Said water shall be used only for irrigating and domestic purposes on the following described tract of land to wit:

Any of the lands lying between said Canal and the Arkansas River, and between a North and South line passing through the head-gate of said Canal and the east line of Section thirty-four of Range fifty-five West.

Third The said second parties, their heirs or assigns, shall not permit said water or any portion thereof, to be furnished as aforesaid, to run to waste, but as soon as a sufficient quantity shall have been used for the purposes herein allowed, the second parties their heirs or assigns shall in such manner as the first party may prescribe notify the first party that the said water may be shut off, and shall also give the first party timely notice when the same shall be again needed for the purposes aforesaid; but in no case shall the amount of said water taken or received at any, by

the said second parties, their heirs or assigns, exceed the quantity first herein referred to i.e Six Hundred and twenty (620) statutory inches at gate opening.

Fourth The said company shall deliver said water at such point or points along the line of said Canal or ditch or from any of its reservoirs, or either or all, as may be the most p and as here after provided with the manners of withdrawing and regulating the supply of said water from said Company's Canal, ditch or reservoir. Shall be prescribed by said Company, and shall at all times be under its control, as determined and directed by the Board of Directors of said Company. The headgates, flumes, weirs or other arrangements through which the water hereby sold shall be drawn off from the said Company's Canal ditch or reservoirs, shall be made and place in position by said Company. But at the cost of said second parties, who shall also be liable for the expense of keeping the same in good repair and condition, and the said Company may collect and enforce the payment of all sums expended for said purposes in the same manner as other assessments or collected by said Company.

Fifth The said first party agrees to keep and maintain said main canal or ditch in good order and condition, and in case of accident to the same to repair the injury thereby occasioned as soon as practicable and expedient: but the water rights hereby granted shall not be assessed for any purpose except as above provided in Paragraph 4.

Sixth The said first party to have and the said second parties hereby grant to the said first party, a right of way across said above described land of the width of Fifty (50) feet on each side of the center of the main canal of said first party as now located and also the right of roadway on the banks of the Canal, and in case a fence is constructed by said second parties across said roadway they should construct and maintain a gateway across said bank, when said first party finds it necessary to use said bank as a roadway, in which case said first party shall close said gate when opened by it. And the parties of the second part hereby grant and convey to the party of the first part one acre of land on the north side of said right of way and fronting the Arkansas River at the headgate of said Canal in Section thirty two (32) also, the franchise, water rights and priorities of the second parties in and to the waters of the Arkansas River, dating somewhere between the years 1860 and 1870 and referred to in the contract above recited, and bearing date March 11, 1884

Seventh It is hereby distinctly understood and agreed by and between the parties hereto, that in case the Canal of said Company shall be unable to carry and distribute a volume of water equal to its estimated capacity either from casual, or unforeseen or avoidable accident, or if the volume of water prove insufficient from drought, or from any other cause beyond the control of said company, the company shall not be liable in any way for the shortness or deficiency of supply occasioned by any of said causes,

Eighth And the first party further agrees, for itself its successors and assigns, that the parties of the second part, their heirs, representatives and assigns may keep and maintain at least four gates or weirs in said Canal between the headgate thereof and

the point where the same intersects the line between Sections thirty-four (34) and thirty five (35) township twenty three (23) south of Range fifty five (55) west, each of which gates or weirs shall have a flowing capacity of twelve inches in height by thirty six inches in width or four hundred and thirty two (432) inches, and the said gates or weirs shall be located at such points as the parties of the second part shall select due regard being had to the character of the bands of said Canal: And the said Six hundred and twenty (620) inches of water may be flowed and taken from said Canal by the second parties through said several weirs or gates in such amounts or proportions as the second parties may from time to time desire: but no more than six hundred and twenty (620) inches of water shall be taken and flowed through all said gates or weirs by the second parties at any one time

Ninth And it is further covenanted and agreed by the first party that the right to the use of six hundred and twenty (620) inches of water from said Canal hereby granted to the second parties shall not, in times of scarcity of water in said Canal, be subject to pro rata diminution with other owners of water rights therein. But the second parties, their heirs, representatives and assigns shall at all times be entitled to the full amount of water hereby granted and to the use thereof for the purposes aforesaid

Tenth The party of the first part has succeeded to all the rights and interests in the premises of the Arkansas River Land, Town and Canal Company above named and John A. Himebaugh, one of the parties of the second part, has purchased and acquired, and is now the owner of, an undivided one half interest in and to the land premises, ditches and water rights owned by Abraham Armentrout, the other party of the second part, and referred to in said Contract dated March 11, 1884 above recited.

In Witness Whereof, the said the Arkansas River Land, Reservoir and Canal Company has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be hereunto affixed by its Secretary, and the parties of the second part have here unto set their hands and seals this 12th day of February 1890

The Arkansas River
Land Reservoir and
Canal CO
Seal

The Arkansas River Land Reservoir
and Canal Company
By T C Henry
Vice President

Attest A B Conlson
Secretary

Abraham Armentrout (Seal)
John A. Himebaugh (Seal)

State of Colorado)ss
County of Arapahoe)

I Chas E Howard a Notary Public in and for the County and State aforesaid do hereby certify that T.C. Henry the Vice President of the Arkansas River Land, Reservoir and Canal Company, personally known to me to be the person whose name is subscribed to the annexed deed, and to be the Vice President of

said Company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing and affixed thereto the corporate seal of said company as his free and voluntary act as said Vice President and as the free and voluntary act of said company for the uses and purposes therein set forth

Witness my hand and Official Seal this
Notary 12th (12) day of February A.D. 1890
Public Chas E Howard
Notary Public

My Commission expires January 25th 1893

State of Colorado)ss
County of Arapahoe) On this 12th (12) day of February A D
1890, before me, the undersigned a Notary Public within and for
said County in the State aforesaid, personally appeared Abraham
Armentrout and John A. Himebaugh personally known to me to be the
same persons whose names are subscribed to the foregoing deed, and
acknowledged the execution thereof as their free and voluntary acts
for the uses and purposes therein set forth

In Witness whereof I have
hereunto set my hand and
Notarial seal the day and
year aforesaid

Notary
Public

Chas E Howard
Notary Public

My Commission expires January 25th 1893

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Bond for Deed

Isaac Freshour

to

John B Moore

Filed for Record

Feb 25" 1890 11 am

JEGauger Recorder

AR Bartholemew Dep

States to be paid to the said John B Moore his executors,
administrators, and assigns: for which payment will and timely to
be made. I do bind myself, my heirs, executors, or administrators
firmly by these presuits sealed with my seal: dated this Thirty
First day of January 1890

Whereas the above boulder Isaac Freshour has agreed to sell to the
said John B Moore the following described property in the County of
Otero in the State of Colorado to wit:

The South East quarter of the North East quarter of
Section Eleven Township Twenty Three South of Range Fifty Seven
West of the Sixth Principal Meridian

SE 1/4 NE 1/4 Sec 11-23-57

Know all men by these presents
that I Isaac Freshour of the County
of Otero in the State of Colorado
am held and firmly bound unto
John B Moore of the County of
Otero and State of Colorado in the
sum of Nine Hundred dollars

good and lawful money of the United

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AGREEMENT COVERING THE DIVISION OF THE
WATERS OF THE ARKANSAS RIVER
AND OPERATION OF CADDOA RESERVOIR
DURING THE PERIOD
APRIL 1 to OCTOBER 1, 1943.
REACHED ON APRIL 5, 1943

1. Factual Situation:

(a) Caddoa Dam has been constructed to spillway elevation 3,240 feet above sea-level, permitting Caddoa Reservoir to be operated to an initial capacity of about 270,000 acre-feet.

(b) Authority was granted March 30, 1943 by the War Department, Corps of Engineers, to the States of Colorado and Kansas to utilize about 100,000 acre-feet of the constructed reservoir capacity, during the present food emergency period of World War II, for the purposes of stream flow regulation and water conservation for the benefit of irrigated agriculture in the two States, upon the understanding that the remaining 170,000 acre-feet of the constructed reservoir capacity will be reserved for the purposes of flood control and the prevention or reduction of damages from floods to lands and property along the channel of the Arkansas River downstream from Caddoa.

(c) Beginning January 15, 1943, the gross storage of water and accumulated silt in Caddoa Reservoir as of April 5, 1943 (elevation 3798.75) amounted to 47,381 acre-feet. Allowing 1,179 acre-feet of unavailable capacity below the outlets of the reservoir, and 11,275 acre-feet for siltation, the stored water available for release from the reservoir approximates 35,000 acre feet.

(d) As of April 7, 1943 the flow of the Arkansas River into and out of Caddoa Reservoir approximated 75 cubic feet per second; diversions from the Arkansas River by ditches in Colorado below Caddoa amounted to 132 cfs. (Ft. Bent 23; Keese 14; Lamar 75; and Buffalo 15, - other ditches out); Stateline