ANNUAL WATER USER

AGREEMENT FOR IRRIGATION WATER SERVICE

DURING 2026

This Agreement made by and between Central Arizona Irrigation and Drainage District, an irrigation district organized under the laws of the State of Arizona ("District"), and the undersigned, herein referred to as "Water User".

The parties stipulate and recite that:

A. Water User desires that District deliver Project Water ("Water") to Water User by means of District's irrigation distribution system and irrigation wells for use by Water User for the irrigation of certain lands in the District ("Lands").

B. District will have available from said irrigation distribution system Excess CAP irrigation water, and/or groundwater from irrigation wells to deliver to the lands in the District. District reserves the right to choose which wells to run at its sole discretion according to cost and efficiency.

C. District is willing to deliver such Water to Water User in the quantities, at the price and on the respective terms and conditions hereinafter specified.

For the reasons recited above, and in consideration of the mutual covenants herein contained, District and Water User agree as follows:

1. District will use its best efforts to ensure the timely delivery of Water ordered by Water User, or Water User's designee, subject to: (1) any limitations or restrictions imposed by Federal or State law, **(2) availability of water from irrigation wells,** (3) necessary operational interruptions in water service as determined by the District, (4) the Districts current Procedures for Water Orders and Deliveries, and (5) all other provisions of the District's Rules and Regulations and the Agreement for Project Water Service with the owner of the Lands which includes irrigation grandfathered rights flexibility account compliance as determined by the Arizona Department of Water Resources.

2. Water User shall make payment to District in advance of delivery of Water ordered by Water User. The charge for Water for the current year shall be established by the Board of Directors of the District.

3. The District will accept the minimum payment in an amount sufficient only to pay for the requested irrigation requirement plus an additional 24 hours projected at the scheduled rate. Irrigation service will be terminated as close as possible to the grower's requested turn off time without further notice. **No exceptions to this policy will be made.** Any extension of the irrigation service will require an additional deposit prior to the previously scheduled turn off time.

4. District will not be responsible for the control, carriage, handling, use, disposal, or distribution of Water beyond the delivery point(s). Water User shall hold District harmless on account of damage or claim of damage of any nature whatsoever for which there may be legal responsibility, including property damage, personal injury, or death arising out of the negligence of Water User or connected with the control, carriage, handling, use, disposal or distribution of Water beyond the delivery point(s) by Water User.

5. Water User hereby acknowledges that all Water supplied hereunder is untreated and is intended and offered solely for irrigation purposes. Any other use is prohibited. District makes no warranty of any kind either express or implied concerning the quality of the Water or its fitness for use by Water User.

6. District will exercise reasonable care and diligence to furnish Water to Water User hereunder, but District shall not be liable for any damage resulting from curtailment, interruption or apportionment of such Water occasioned by necessary repairs or maintenance of District's irrigation distribution system, threatened or actual water shortage, limitations imposed by the Central Arizona Water Conservation District or the United States Bureau of Reclamation, or any other causes beyond District's control.

7. The term of this Agreement shall begin on the date hereof and continue until December 31, 2026.

8. All deliveries of Water hereunder shall be made in accordance with the District's Rules and Regulations and will not be made until this Agreement has been signed by the Water User and Exhibit A hereto has been fully completed to the District's satisfaction.

DATED this _____ day of _____, 2026.

WATER USER:

Signed _____

For: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Email: _____

CENTRAL ARIZONA IRRIGATION AND DRAINAGE DISTRICT

BY_____

Its: Accounting Clerk II