

WATER SUPPLY AGREEMENT 2026 IRRIGATION SEASON

This Agreement is entered into by and between Keith Cyrus and Arland Keeton ("Sellers") and Three Sisters Irrigation District ("District").

1. TERM

This Agreement becomes effective upon approval by the District's Board of Directors and once Keith Cyrus' 300-horsepower well is operational.

This Agreement expires December 31, 2026.

2. SOURCE OF WATER

Water provided under this Agreement shall come from the well jointly owned by Keith Cyrus and Arland Keeton.

The parties acknowledge that Keith Cyrus will use his 300-horsepower well to irrigate his own property. Water from the jointly owned well shall not be made available under this Agreement until the 300-horsepower well is operational.

3. WATER RATE

Water made available under this Agreement shall be sold at \$40.00 per acre-foot.

The \$40.00 per acre-foot rate includes all costs associated with providing water from the source well, including electricity, operation, maintenance, and repairs. No additional charges shall be assessed to the District or participating patrons without prior written approval from the District.

4. DISTRICT FEE

The District shall collect and retain an administrative fee of \$20.00 per acre-foot.

5. METERING

The Sellers shall maintain a functioning meter on the source well.

The District shall track and account for water delivered under this Agreement.

6. PAYMENT

Of the \$40.00 per acre-foot water charge:

- \$20.00 per acre-foot shall be paid to Keith Cyrus.
- \$20.00 per acre-foot shall be paid to Arland Keeton.

Amounts due to either Seller shall first be applied to any outstanding balance owed to the District. Any remaining amount shall be paid by District check.

7. DISTRICT RESPONSIBILITY

The District's role under this Agreement is limited to administration, accounting, and payment processing.

The District shall have no responsibility for the ownership, operation, maintenance, repair, or replacement of the source well.

8. NO GUARANTEE

This Agreement does not guarantee any minimum quantity of water use, sales, or availability.

9. COMPLIANCE

All activities under this Agreement shall comply with applicable laws, regulations, water rights, and District policies.

10. BOARD APPROVAL

This Agreement is subject to approval by the Three Sisters Irrigation District Board of Directors.

KEITH CYRUS

Date: _____

ARLAND KEETON

Date: _____

THREE SISTERS IRRIGATION DISTRICT

Emilia Ellington
District Manager

Date: _____

Approved by the Three Sisters Irrigation District Board of Directors on _____, 2026.