



MEMBERSHIP MASTER CONTRACT

FOR OFFICE USE ONLY

ARKANSAS GROUNDWATER AND RESERVOIR ASSOCIATION MEMBERSHIP CONTRACT

MEMBER NAME: Martin Marietta Materials, Inc.

CONTRACT NO(S)/WDID NO(S): SEE ADDENDUM A

(List all WDIDs associated with Member's Wells. If multiple WDIDs, attach Addendum A listing all WDIDs. Each well will receive a Membership Contract No. that corresponds to the WDID.)

1. This Membership Contract serves as the basis for membership in and establishes the Member's right to receive water from the Arkansas Groundwater and Reservoir Association ("AGRA") for the augmentation of Member's well(s), gravel pit(s) or other structure(s) requiring augmentation water (hereinafter referred to as "Member's Well(s)").
2. Member has paid in full the Membership Fee and all other fees required and set by the Board of Directors.

As a condition of membership, Member agrees to the following terms and conditions of membership in AGRA:

3. Member is subject to and agrees to comply with AGRA's Articles of Incorporation, Bylaws, rules, regulations, and policies as may be modified from time to time in the manner provided for therein, including without limitation payment of all fees, dues, and assessments owed to AGRA. **Failure by the Member to comply with this provision may result in termination of this Membership Contract and forfeiture of all of Member's rights in AGRA in the manner provided in the Bylaws.**
4. Member certifies that the information provided in the Application for Membership is accurate. If AGRA discovers a substantial or material error in the information provided by Member, AGRA may suspend Member's enrollment in AGRA's replacements plans, deny a Member their allocation, and/or terminate this Membership Contract in the manner provided for in the Bylaws, until Member takes corrective action satisfactory to AGRA, or if necessary, to the State or Division Engineer.
5. AGRA shall allocate water to members in the manner set forth in the AGRA's Articles of Incorporation, Bylaws, rules, regulations, and policies as may be modified from time to time. AGRA will use best efforts to obtain and provide replacement water for the Member's Well use but makes no representations or warranties as to the amount of such replacement water AGRA will provide. Member understands and acknowledges that the amount of water provided by AGRA is subject to legal and physical availability of replacement water owned or controlled by AGRA and is determined by many factors that will vary from year to year.

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6. If Member's well(s) will be included in AGRA's Rule 14 Plan, Member is responsible for obtaining all necessary permits and approvals from the State Engineer prior to operation of the Member's well(s). Member shall also pay all engineering costs associated with or required to add Member's well(s) to AGRA's Rule 14 plan.
7. If Member's well(s) are not eligible for, or will not be included in a Rule 14 Plan operated by AGRA, and the Board of Directors determines Member's well(s) are eligible to be included in AGRA's post-1985 augmentation plan, decreed in Case No. 07CW128, Water Division No. 2, Member shall pay all engineering and legal costs associated with or required to add Member's well(s) to the 07CW128 augmentation plan.
8. If Member's well(s) are not eligible for or will not be included in a Rule 14 Plan operated by AGRA, or not eligible to be included in AGRA's 07CW128 augmentation plan, Member shall be responsible for obtaining approval of and for operating a plan for augmentation or substitute water supply plan required to utilize the replacement water provided by the AGRA ("Member's plan"). Member shall obtain permission from the Board of Directors in advance of filing an application for Member's plan that seeks to include water provided by AGRA as a replacement source, which approval may be conditioned on Member's agreement to reimburse AGRA for engineering, legal, and other costs incurred by AGRA in conjunction with the Member's Plan.
9. The Member agrees to comply with all federal, state, and local regulations or other applicable laws. AGRA shall not be responsible or liable to any party regarding any Member's compliance with applicable laws and regulations. Members shall hold AGRA harmless from any claims of injury, violations, or damages of any nature whatsoever arising out of or connected with Member's use of water supplied by AGRA. AGRA reserves the right to pursue all legal remedies available in the event of a Member's non-compliance, including, but not limited to, collection of legal fees.
10. The Member agrees to comply with all AGRA policies regarding use of AGRA's replacement water for growth of hemp and/or marijuana.
11. This Membership Contract may be transferred with approval of the Board of Directors in accordance with AGRA's Articles of Incorporation, Bylaws, rules, regulations, and policies. If approved, the Membership Contract will be replaced with a New Membership contract upon transfer. Transfers of Membership Contracts will be approved if the transfer can be made without injury to the Association and its members, the Association's water rights and other replacement supplies, or to the Association's augmentation and other replacement plans. Prior to transfer, Members must be in compliance with the Membership Contract, including without limitation, current on payments of all fees, dues, and assessments owed to AGRA.
12. This Membership Agreement is continuing and binding between the Member and AGRA until terminated by the Member, or by AGRA in accordance with the Articles of Incorporation, Bylaws, rules, regulations, and policies of AGRA.
13. In any dispute arising from or related to this Membership Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
14. This Membership Contract shall be effective only after approved by the Board of Directors of the AGRA and signed by both parties.

Member:

Martin Marietta Materials, Inc.

Date:

John Anderson
Print Name:

[Signature]

12/14/24

AGRA:

[Signature]

Date:

2/20/25

Print Name:

Kent Ricken, General Manager

ADDENDUM A

List all WDIDs associated with Member's Wells

WDID NO(S).

1. 1205065 (Parkdale Quarry)
- 2.

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