

WATER RIGHTS PURCHASE AND TRANSFER AGREEMENT

This Water Rights Purchase and Transfer Agreement (the "Agreement") is entered into and made effective as of _____, 20_____, by and between:

SELLER: _____, residing at/with principal place of business at

(hereinafter referred to as "Seller"), and

BUYER: _____, residing at/with principal place of business at

(hereinafter referred to as "Buyer").

RECITALS

WHEREAS, Seller is the legal and beneficial owner of certain water rights more particularly described below; and

WHEREAS, Seller desires to sell, transfer, and convey all of Seller's right, title, and interest in and to said water rights to Buyer, and Buyer desires to purchase and acquire the same from Seller, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF WATER RIGHTS

The water rights subject to this Agreement (the "Water Rights") are described as follows:

Permit / Decree / Certificate Number	_____
Source of Water	_____
Quantity / Flow Rate (cfs or gpm)	_____
Volume (Acre-Feet Per Annum)	_____
Priority Date	_____
Point of Diversion Description	_____ _____
Place of Use Description	_____ _____

2. PURCHASE PRICE AND PAYMENT TERMS

The total purchase price for the Water Rights shall be \$_____ (the "Purchase Price"), payable by Buyer to Seller as follows:

a) **Earnest Money Deposit:** \$_____ shall be paid upon the execution of this Agreement to be held in escrow by _____.

b) **Balance:** The remaining balance of \$_____ shall be paid in immediately available funds at the Closing.

3. CONDITIONS PRECEDENT TO CLOSING

The obligations of both parties to consummate the transaction contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions on or before the Closing Date:

a) **Regulatory Approval:** Approval of the transfer of the Water Rights by the _____ (State regulatory agency/water authority) without conditions adverse to Buyer.

b) **Title Review:** Buyer's satisfaction with the title search and verification of the Water Rights.

c) **Due Diligence:** Buyer's satisfactory completion of due diligence regarding the historical use, validity, and status of the Water Rights.

4. CLOSING

The closing of the transaction (the "Closing") shall take place on or before _____, 20_____, or at such other time and place as the parties may mutually agree in writing. At Closing, Seller shall execute and deliver to Buyer a deed or assignment transferring the Water Rights, and Buyer shall deliver the balance of the Purchase Price.

5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that:

a) Seller has good and marketable title to the Water Rights, free and clear of all liens, encumbrances, or adverse claims.

b) The Water Rights are in good standing, have not been abandoned or forfeited, and are fully authorized under applicable state law.

c) Seller has the full right, power, and authority to enter into this Agreement and transfer the Water Rights.

6. MISCELLANEOUS

a) **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

b) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation preceding the date of this Agreement.

c) **Amendments:** This Agreement may be modified or amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Water Rights Purchase and Transfer Agreement as of the date first written above.

SELLER:

Signature

Printed Name

Title (if applicable)

BUYER:

Signature

Printed Name

Title (if applicable)