

\* signature  
\* 25 - filing fee

## Exhibit C

Form 42-248/42-1409(6) Rev. 08/14

### STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED  
JAN 03 2017

### Notice of Change in Water Right Ownership

Department of Water Resources  
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 34-14525              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Wight Enterprises  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Dennis Moss  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address: 3286 N 3350 W City: Moore State: ID ZIP: 83255  
Telephone: 208-406-1600 Email: mx222moss@aol.com
4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.  
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 1-3-2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:  
☐ A copy of the conveyance document - warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☐ Filing fee (see instructions for further explanation):  
o \$25 per *undivided* water right.  
o \$100 per *split* water right.  
o No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Dennis Moss Title, if applicable: \_\_\_\_\_ Date: 1-3-2017  
Signature of new owner/claimant
- Signature: \_\_\_\_\_ Title, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of new owner/claimant

#### For IDWR Office Use Only:

Received by: SC Date: 1/3/2017 Receipt No.: E042671 Receipt Amt.: \$25 -  
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 required? Yes ☐ No ☐  
Name on W-9: \_\_\_\_\_ Approved by: JB Processed by: JB Date: 1/19/2017

**WATER RIGHTS PURCHASE  
AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of September, 2016, (the "Effective Date") by and between **Wight Enterprises LLC** of 3798 West 4050 North, Moore, ID 83255, hereafter "SELLER", and **Dennis Moss**, of 3286 North 3350 West, Moore, ID 83255, hereafter "BUYER";

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Water Right Purchase.** SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, the following described water right for the consideration and subject to the terms and conditions contained herein:

Idaho Department of Water Resources (IDWR)  
Water Right No. 34-14525.

|                            |                                                   |
|----------------------------|---------------------------------------------------|
| Source:                    | Ground water                                      |
| Purpose:                   | Irrigation                                        |
| Priority:                  | June 6, 1961                                      |
| Quantity (Diversion Rate): | 0.64 cfs                                          |
| Quantity (Volume):         | 112 acre feet per annum                           |
| Place of Use (Acreage):    | 32 acres set forth in Exhibit "A" attached hereto |

The above portion of Water Right No. 34-14525 is hereinafter referred to as the "Water Right." The Water Right shall be conveyed from SELLER to BUYER by Special Warranty Deed, in the form set forth in Exhibit "B" attached hereto. Said Special Warranty Deed will be executed and recorded by SELLER as grantor to BUYER as grantee, and delivered to grantee together with Idaho Department of Water Resources (IDWR) Change of Ownership Form in the form attached hereto as Exhibit "C" upon closing.

2. **Purchase Price.** The purchase price for the Water Right is One Thousand Dollars (\$1000) per acre for the total sum of Thirty-two Thousand Dollars (\$32,000) for Thirty-two (32.0) acres, lawful money of the United States, to be paid by BUYER to SELLER as follows:
  - a. **Lump Sum.** The sum of Thirty-two Thousand Dollars (\$32,000), representing the entirety of the purchase price of the water rights shall be paid after January 1, 2017 and no later than January 31, 2017.
3. **Closing.** The closing of this transaction and delivery of the executed Special Warranty Deed to BUYER and the entire purchase price for the contract to SELLER shall take place at the office of Rocky Mountain Environmental Associates, Inc., or any other location preferred by both parties. The BUYER shall be given possession and use of the water right and the water appurtenant thereto, upon closing.
4. **Signature Deadline.** SELLER hereby agrees to sign this Agreement within ten (10) business days after BUYER signs this Agreement. If SELLER does not sign the Agreement within the specified time period, BUYER may terminate this Agreement by providing written notice to SELLER within twenty (20) business days after BUYER signs this Agreement.
5. **Existing Agreement to Lease Water Right .** SELLER and BUYER both acknowledge the existing agreement between SELLER and MOSS FARMS LLC to lease the water right in perpetuity unless written notice is given to terminate the lease. By signing this agreement, SELLER gives written notice that the lease is to be terminated.
6. **Seller's Representations and Warranties.** SELLER represents and warrants to BUYER that:
  - 6.1 **Authority.** SELLER has full power and authority to enter into this Agreement and complete the Transaction.

6.2 **Binding Agreement.** Upon SELLER's execution of this Agreement, this Agreement will be binding and enforceable against SELLER in accordance with its terms.

6.3 **Title.** SELLER has fee title to the Water Right. SELLER believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right to which the BUYER is not a party.

6.4 **Other Agreements.** SELLER shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. SELLER shall not solicit any other offers for the portion of the Water Right in which BUYER and SELLER are under contract to purchase.

6.5 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect SELLER's ability to meet its obligations with respect to this Agreement. SELLER has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

6.6 Subject to the foregoing, SELLER sells the Water Right "as is," without warranty.

7. **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER that:

8.1 **Authority.** BUYER has full power and authority to enter into this Agreement and complete the Transaction.

8.2 **Binding Agreement.** Upon BUYER's execution of this Agreement, this Agreement will be binding and enforceable against BUYER in accordance with its terms, and upon BUYER's execution of the additional documents contemplated by this

Agreement, they will be binding and enforceable against BUYER in accordance with their terms.

8. **Attorney's Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.
9. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
10. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
11. **Reliance Upon Statements/Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
12. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

13. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SELLER

Wight Enterprises LLC

  
By: Gary Wight  
Its: Owner

BUYER

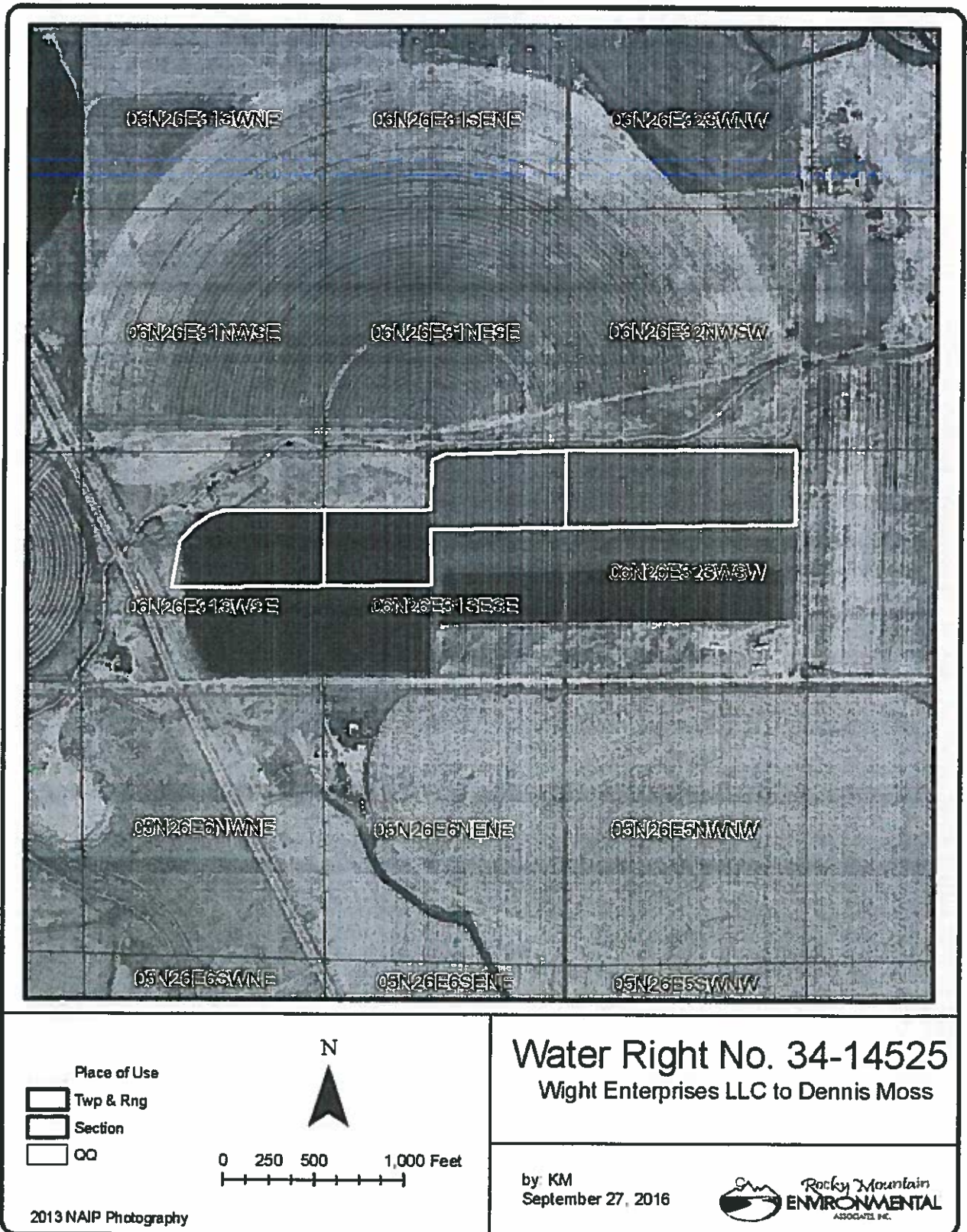
\_\_\_\_\_  
Dennis Moss

\\RMEASERVER\Shared Folders\2015\PROJECTS\15-0025\_WR\_RPRanches\_Teton\Transfer-Ponds\Water Right Purchase\Water Right Sales Agreement RP Ranches LLC wpd:cdv

Termination Date: October 30, 2016.

*If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.*

# Exhibit A



## Exhibit B Form of Deed

When Recorded Return To:

xxx

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### SPECIAL WARRANTY DEED FOR WATER RIGHT

[Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto [Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in the Water Right described in Exhibits [xxx] hereto (collectively the "Water Right").

Grantor assigns to Seller any other interest it may have in the Water Right including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Right.

To the extent the Water Right, or any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a bill of sale therefore.

Grantor retains no residual or reversionary interest in any of the Water Right.

Grantor hereby covenants and warrants to Grantee as follows:

- I. that Grantor is the owner in fee simple of the Water Right;
- II. that Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- III. that each of the Water Right is free from all liens, claims, or encumbrances;
- IV. that Grantor has the authority to convey the Water Right to Grantee;
- V. the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Right.

Grantor makes no other covenants or warranties as to the Water Right.

[end of text; signature page to follow]

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor: [NAME OF SELLER]

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name  
Title

Exhibits:

Exhibit 1 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)

Exhibit 2 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)

[Etc.]

[Add appropriate notary forms]

# Exhibit C

Form 42-248/42-1409(6) Rev. 03/14

## STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

### Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Wight Enterprises  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): \_\_\_\_\_  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

Mailing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document  
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: \_\_\_\_\_
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:  
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
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     o \$25 per *undivided* water right.  
     o \$100 per *split* water right.  
     o No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

#### For IDWR Office Use Only:

Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ Receipt Amt. \_\_\_\_\_

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 \_\_\_\_\_ Approved by \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

## SPECIAL WARRANTY DEED FOR WATER RIGHT

**Wight Enterprises LLC** of 3798 West 4050 North, Moore, ID 83255, ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto **Dennis Moss**, of 3286 North 3350 West, Moore, ID 83255, ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in the following described water right (hereinafter the "Water Right"),

Idaho Department of Water Resources (IDWR)  
Water Right No. 34-14525.

|                            |                         |
|----------------------------|-------------------------|
| Source:                    | Groundwater             |
| Purpose:                   | Irrigation              |
| Priority:                  | June 6, 1961            |
| Quantity (Diversion Rate): | 0.64 cfs                |
| Quantity (Volume):         | 112 acre-feet per annum |
| Place of Use (Acreage):    | 32.0 acres.             |

Grantor assigns to Grantee any other interest it may have in the Water Right including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Right.

To the extent the Water Right, or any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a bill of sale therefore.

Grantor retains no residual or reversionary interest in any of the Water Right.

Grantor hereby covenants and warrants to Grantee as follows:

- A. That Grantor is the owner in fee simple of the Water Right;
- B. That Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- C. That each of the Water Right is free from all liens, claims, or encumbrances;
- D. That Grantor has the authority to convey the Water Right to Grantee;
- E. The Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Right.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed on the date shown by each name.

GRANTOR: WIGHT ENTERPRISES LLC

DATE: 1-3-17

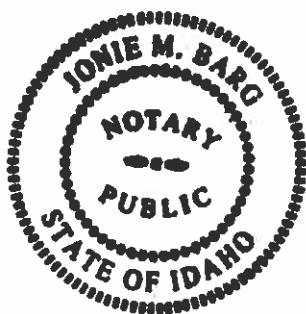
  
GARY WIGHT

STATE OF IDAHO                     )  
                                                  )ss.  
County of Bonneville             )

On this 3rd day of January, 2017, before me Jonie Barg, a notary public in and for said State, personally appeared Gary Wight, known or identified to me to be the Manager of Wight Enterprises LLC, who executed this instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My commission expires: July 24, 2019



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**  
900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718  
Phone: (208) 525-7161 FAX: (208) 525-7177 [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

**C.L. "BUTCH" OTTER**  
Governor

**GARY SPACKMAN**  
Director

January 20, 2017

Dennis Moss  
3286 N 3350 W  
Moore ID 83255

RE: Change of Ownership for Water Right No(s). 34-14525

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg  
Technical Records Specialist

Enclosure(s)

cc: Water District 34