

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

TERMS AND CONDITIONS

- ## Agreement for Purchase and Sale of Water Right –1

of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer will remain in the name of Idaho Water Company LLC until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a Special Warranty Deed Will be signed by Idaho Water Co. LLC (Delbert Kohtz)

6. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

9. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Seller.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. Buyer will be consulted on any changes of the amount of acres. The amount of money Buyer pays will be adjusted to reflect any change in the amount of acres transferred.

11. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

12. Signing this Contract by Buyer gives Seller permission to transfer the water rights in this contract to buyer's point of diversion.

13. A Special Water Rights Deed of the form attached will be signed at closing for the transfer of ownership to Buyer.

OTHER PROVISIONS

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

SELLERS

Wahkiakum Company LLC
Delbert F. Fitch Managing Member

BUYERS

Ralph or Donna Wheatley
