

Water Rights Acknowledgment



1 This Water Rights Acknowledgment is in reference to the Buy/Sell Agreement between
2 _____
3 _____ (Seller) and
4 _____
5 _____ (Buyer)
6 dated _____, covering the following described property _____
7 _____
8 and legally described as:
9 _____

14 A water right is the right to use water, both surface and subsurface. In Montana, water rights are
15 the rights to the use of water and not ownership of the water itself. Water rights are private
16 property and may not automatically transfer with land.

18 All water in Montana is property of the State of Montana for the use of the people of Montana. The
19 actual ownership of water rights in Montana may not be known as many water rights are still the
20 subject of a statewide adjudication process. The transfer of water rights is recorded with the
21 Department of Natural Resources and Conservation in the State of Montana. The transfer of any
22 right may or may not warrant that right until the adjudication process has been completed

24 **Buyer's Acknowledgment.** The undersigned Buyer acknowledges and agrees that the brokerage
25 firms, brokers and salespersons involved in the transaction anticipated by the Agreement set forth
26 above do not warrant or make any representations either concerning the quantity or quality of any
27 water rights or any legal entitlement to use of water including statements of claim, certificates of
28 water right, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
29 ditch rights, or ditch easements appurtenant to or constituting a burden upon the Property
30 (hereinafter in this section referred to as "Water Rights"). The Buyer further acknowledges and
31 agrees that any Water Rights affecting the Property may or may not have been fully or finally
32 adjudicated and that Buyer has been advised to make this Agreement contingent upon and to such
33 independent inspections, evaluations and advice concerning Water Rights and the adjudication
34 process as Buyer might deem prudent. The Buyer is aware that the brokerage firms, brokers and
35 salespersons involved in the transaction anticipated by the Agreement set forth above have not
36 conducted an expert inspection or analysis of the Water Rights to and for this Property.

38 _____
39 Buyer Signature Date

41 _____
42 Buyer Signature Date

44 _____
45 Buyer Signature Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.