

**ACKNOWLEDGMENT, RELEASE AND CONSENT TO  
TRANSFER WATER ALLOTMENT**

\_\_\_\_\_, who are all of the persons or entities being entitled to possession or holding title to the real estate describe below (the "Transferor"), acknowledge and consent to the transfer of all or a portion of the Midvale Irrigation District water allotment for the real property described below:

\_\_\_\_\_, Section \_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, WRM

The Transferor hereby requests and authorizes Midvale Irrigation District to transfer the following quantity of water, or, percentage of the allotment for said real estate to the following persons or entity:

<b>Person(s) or entity to whom Transferred (Transferee):</b>	<b>Amount or percentage of allotment transferred:</b>
_____	_____ % of allotment
_____	_____ acre-feet

The Transferor and Transferee represent to Midvale that they are parties to an agreement concerning use and possession of the above-described property, such as a lease of the real estate or crop sharing arrangement. The Transferor and Transferee desire to provide for such transfer and have agreed to do so only after becoming fully informed concerning the advantages, risks and disadvantages of requesting the transfer. The Transferor hereby authorizes Midvale Irrigation District to deliver the transferred water according to the instructions and orders of the Transferee. In consideration of Midvale Irrigation District's consent to the foregoing transfer, the Transferor and Transferee release, acquit and forever discharge the United States Bureau of Reclamation and Midvale Irrigation District, and their respective officials, commissioners, officers, employees, contractors, agents and successors from any and all claims for damage or loss arising from, or in any way related to, the foregoing transfer of water, including without limitation, any damage or loss caused by the action of Transferee.

The Transferor and Transferee acknowledge that Midvale Irrigation District has not supplied any information or opinion concerning the validity or enforceability of their agreement to transfer water. The Transferor and Transferee have arrived at their own conclusions concerning the validity and enforceability of this water transfer. Furthermore, the Transferor and Transferee acknowledge and agree that this instrument shall not be interpreted or construed to create an obligation or duty on the part of Midvale Irrigation District or the United States of America to deliver any specific quantity of water to the transferring parties.

The Transferor and Transferee agree that in the event they have a disagreement concerning this transfer of water, that Midvale Irrigation District may require the written consent of both parties before taking any orders for the delivery of the transferred water.

This authorization to transfer water shall automatically expire on the last day the irrigation season of the year for which the parties sign this agreement.

This instrument shall be binding upon and inure the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TRANSFEROR:

TRANSFeree:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness by hand and official seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness by hand and official seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_