

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 15 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
32-7045A <i>OK</i>	Yes ☐	Yes ☐	32-07110B <i>OK</i>	Yes ☐	Yes ☐
32-23-7055B <i>OK</i>	Yes ☐	Yes ☐	32-07112B <i>OK</i>	Yes ☐	Yes ☐
32-12387 <i>OK</i>	Yes ☐	Yes ☐	32-13228 <i>OK</i>	Yes ☐	Yes ☐
32-7029B <i>OK</i>	Yes ☐	Yes ☐	32-7055A <i>OK</i>	Yes ☐	Yes ☐
32-07045B <i>OK</i>	Yes ☐	Yes ☐	32-13224 <i>OK</i>	Yes ☐	Yes ☐

2. Previous Owner's Name: Sullivan LTD Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): David and Melissa Ward
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 2700 N 628 E Montevue ID 83435
Mailing address City State Zip
- 208-589-7669 dwardfarms@yahoo.com
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: 4/10/2026
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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: [Signature] Title, if applicable: _____ Date: 4.23.26
 Signature of new owner/claimant

Print name: David Ward

Signature: [Signature] Title, if applicable: _____ Date: 4.23.26
 Signature of new owner/claimant

Print name: Melissa Ward

Received by M. Pethis Date 6-15-26 For IDWR Office Use Only: Receipt No. E051721 Receipt Amt. \$75. (250. this o/c)

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 [Signature] Processed by [Signature] Date 7/14/2026

SUPPORT DATA

IN FILE # 32-7029B

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 15 2026

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
32-13222 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
32-13286 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Sullivan, Frank
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): David and Melissa Ward
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 2700 N 628 E Montevue ID 83435
Mailing address City State Zip
- 208-589-7669 dwardfarms@yahoo.com
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: 4/10/2026
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ 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] Title, if applicable _____ Date 4.23.26
Signature of new owner/claimant
- Signature: [Signature] Title, if applicable _____ Date 4.23.26
Signature of new owner/claimant
- Print name _____ Print name _____

For IDWR Office Use Only:

Received by MP Date 6/15/2026 Receipt No. E051721 Receipt Amt. \$2050.- *(50.- for this app)*

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 _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 15 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
32-13230 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
32-13232 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Sullivan LTD Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): David and Melissa Ward
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 2700 N 628 E Montevue ID 83435
Mailing address City State Zip
- 208-589-7669 dwardfarms@yahoo.com
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: 4/10/2026
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ 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: *David Ward* Title, if applicable _____ Date 4.23.26
Signature of new owner/claimant
David Ward
Print name
- Signature: *Melissa Ward* Title, if applicable _____ Date 4.23.26
Signature of new owner/claimant
Melissa Ward
Print name

For IDWR Office Use Only:

Received by: MP Date: 6/15/2026 Receipt No. E051721 Receipt Amt. \$2650. -

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 _____

(50. - for this app.)
\$2650. -

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Microfile No. 60272
27 Day Apr 26
At 01 O'Clock 16 PM
Clark Co. Recorder Stephenie Stewart
Fee \$15.00
AL Deputy
Recorded at Request of
Flying S Title and Escrow - Rigby

(Space Above For Recorder's Use)

WARRANTY DEED

For value received, the receipt and sufficiency of which are hereby acknowledged, M. Frank Sullivan aka Michael Frank Sullivan aka Michael F. Sullivan, a single person, ("Grantor"), grants, bargains, sells and conveys and to David Z. Ward and Melissa L. Ward, husband and wife, ("Grantee") whose address is PO Box 32, Montevue, Idaho 83435, and successors and assigns forever, the following described real property situated in Clark County, State of Idaho:

See Exhibit A

SUBJECT TO taxes and assessments for the year 2026 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

Grantor covenants to Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and that Grantor will warrant and defend the same from all lawful claims.

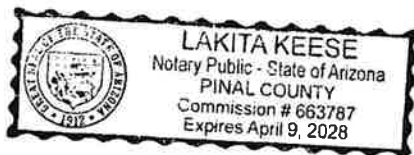
IN WITNESS WHEREOF, Grantor has executed this instrument on this 23 day of April, 2026.


M. Frank Sullivan
aka Michael Frank Sullivan
aka Michael F. Sullivan

STATE OF Arizona
) ss.
County of Maricopa

On this 23 day of April, 2026, before me Lakita Keese,
personally appeared M. Frank Sullivan aka Michael Frank Sullivan aka Michael F. Sullivan,
known or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he 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.



Lakita Keese
NOTARY PUBLIC FOR ARIZONA
Residing at PINAL
My Commission Expires 04/09/2028

EXHIBIT A

Parcel 1:

Township 9 North, Range 33 East, B. M., Clark County, Idaho.

Section 1: E1/2SW1/4 and W1/2SE1/4, lying North of Highway 22; E1/2SW1/4 and SE1/4, lying South of Highway 22;

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 1, Township 9 North, Range 33 East, B. M., more particularly described as follows:

Beginning at the Southeast corner of Section 1, T. 9 N., R. 33 E.; thence N 00°14'06" E, along section line of said section, 1380.68 feet to the south right-of-way line of State Highway 22; thence S 63°14'06" W, 33.67 feet along said south right-of-way line; thence S 00°14'06" W, 1365.33 feet; thence S 89°38'00" E, 30.00 feet to the point of beginning.

Parcel 2:

Township 9 North, Range 33 East, B. M., Clark County, Idaho.

Section 12: NW1/4; NE1/4;

Excepting Therefrom: State Highway 22.

Also Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 12, Township 9 North, Range 33 East, B. M., more particularly described as follows:

Beginning at the Northeast corner of Section 12, T. 9 N., R. 33 E.; thence S 00°14'06" W, 30.00 feet along the section line; thence N 89°38'00" W, 30.00 feet; thence N 00°14'06" E, 30.00 feet; thence S 89°38'00" E, 30.00 feet, along the section line to the point of beginning.

Parcel 3:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 6: SE1/4; Government Lots 1, 2 and 5, S1/2NE1/4, SE1/4NW1/4, lying South of

Parcel 4:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 6: Government Lot 6, lying South of Highway 22; Government Lot 7; E1/2SW1/4;

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 6, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the Southwest corner of Section 6, T. 9 N., R. 34 E.; thence N 00°14'06" E along the section line 1380.68 feet to the south right-of-way line of State Highway 22; thence N 63°14'06" E, 33.67 feet; thence S 00°14'06" W, 1365.95 feet; thence S 89°38'00" E, 2615.46 feet; thence South along the center of section line 30.00 feet to the South section line of Section 6, T. 9 N., R. 34 E.; thence N 89°38'00" W, 2645.46 feet along said section line to the point of beginning.

Parcel 5:

Township 9 North, Range 34 East, B. M., Clark County, Idaho. 
Section 7: Government Lots 1 and 2; E1/2NW1/4;

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 7, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the Northwest corner of Section 7, T. 9 N., R. 34 E.; thence S 89°38'00" E, 2645.46 feet; thence South along the center section line 30.00 feet; thence N 89°38'00" W, 2645.46 feet; thence N 00°14'06" E, along the section line to the point of beginning.

Parcel 6:

Township 9 North, Range 34 East, B. M., Clark County, Idaho. 
Section 7: NE1/4;

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 7, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at a point which is S 89°38'00" E, 2645.46 feet along the section line from the Northwest corner of Section 7, T. 9 N., R. 34 E.; thence S 89°38'00" E, 2645.22 feet along the section line to the Northeast corner of Section 7, T. 9 N., R. 34 E.; thence S 0°11'00" W, 30.00 feet along the section line; thence N 89°38'00" W, 2645.22 feet; thence North 30.00 feet along the center of section line to the point of beginning.

Parcel 7:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.
Section 7: Government Lots 3 and 4; E1/2SW1/4; SE1/4;

Excepting Therefrom:

Beginning at the Southeast corner of Section 7, Township 9 North, Range 34 East, B. M., Clark County, State of Idaho; thence North 30 feet; thence West 10,560 feet, more or less to the West line of the Montevue Road which is on the West line of Section 12, Township 9 North, Range 33 East; thence South 60 feet; thence East 10,560 feet, more or less, to the East line of Section 18, Township 9 North, Range 34 East; thence North 30 feet to the point of beginning.

Also Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 7, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the Southeast corner of Section 7, Township 9 North, Range 34 East; thence North along the East line of said Section 7, 2,640 feet; thence West 30 feet; thence South 2,640 feet; thence East 30 feet to the point of beginning.

Parcel 8:

Township 9 North, Range 34 East, B. M., Clark County, Idaho. ✱
Section 8: W1/2NW1/4;

Excepting Therefrom:

A parcel of land in Clark County, Idaho, in the NW¼ of Section 8, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the NW corner of Section 8, thence S. 89°41'47" E. 2648.59 feet, more or less, along the North section line to the center section line; thence South along center section line 30 feet; thence N. 89°41'57" W. 2618.59 feet, more or less; thence S. 00°02'39" W. 2608.94 feet, more or less, to the center section line; thence West along the center section line 30 feet to West section line of said section; thence N. 00°02'39" E. 2638.94 feet, more or less, along the West section line to the Point of Beginning.

Parcel 9:

Township 9 North, Range 34 East, B. M., Clark County, Idaho. ✱
Section 8: E1/2NW1/4;

Excepting Therefrom:

A parcel of land in Clark County, Idaho, in the NW¼ of Section 8, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the NW corner of Section 8, thence S. 89°41'47" E. 2648.59 feet, more or less, along the North section line to the center section line; thence South along center section line 30 feet; thence N. 89°41'57" W. 2618.59 feet, more or less; thence S. 00°02'39" W. 2608.94 feet, more or less, to the center section line; thence West along the center section line 30 feet to West section line of said section; thence N. 00°02'39" E. 2638.94 feet, more or less, along the West section line to the Point of Beginning.

Parcel 11:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 18: Government Lots 1 and 2; E1/2NW1/4; NE1/4;

Excepting Therefrom:

Beginning at the Southeast corner of Section 7, Township 9 North, Range 34 East, B. M., Clark County, State of Idaho; thence North 30 feet; thence West 10,560 feet, more or less to the West line of the Montevue Road which is on the West line of Section 12, Township 9 North, Range 33 East; thence South 60 feet; thence East 10,560 feet, more or less, to the East line of Section 18, Township 9 North, Range 34 East; thence North 30 feet to the point of beginning.

Microfile No. 60273
27 Day Apr 26
At 01 O'Clock 16 PM
Clark Co. Recorder Stephenie Stewart
Fee \$34.00
AL Deputy
Recorded at Request of
Flying S Title and Escrow - Rigby

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

WRIGHT LAW OFFICES, PLLC
ATTN: Steven J Wright
477 Shoup Ave., Ste. 109
Idaho Falls, Idaho 83405

(Space Above For Recorder's Use)

ACCESS EASEMENT AND WELL CONVEYANCE AGREEMENT

This Access Easement is made effective on the 24th day of April, by and between Dave Ward and Melissa Ward, a married couple ("Grantor"), and MNS LLC, an Idaho Limited Liability Company, with the principal address of 792 Trails End, Idaho Falls, ID 83402 ("Grantee"). The Grantor and Grantee may be collectively referred to as the parties.

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Clark County, Idaho, as more fully described in *Exhibit A*, which exhibit is attached hereto and incorporated herein ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located in Clark County, Idaho, as more fully described in *Exhibit B*, which exhibit is attached hereto and incorporated herein ("Grantee's Property"); and

WHEREAS, Grantor desires to grant and Grantee desires to receive an easement for ingress and egress, for water and well access, and to make any improvements related thereto; and

WHEREAS Grantor desires to convey and Grantee desires to receive, all of Grantors right, title, and interest in and to the well and all associated equipment and improvements located on Grantor's Property and described on *Exhibit C*, which exhibit is attached hereto and incorporated herein;

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant.** Grantor hereby grants a non-exclusive perpetual access easement from Grantee's Property over, under, on, across, and through the Grantor's Property to that certain Well located in the northeast corner of Grantor's property.

2. Purpose of Easement. The Easement shall be used by Grantee, and Grantee's agents and assigns, for ingress and egress for pedestrian travel, vehicular travel, water and well access, and to make any improvements related thereto, by Grantee and Grantee's respective representatives, invitees, and agents.

In addition, the Easement shall be used by Grantee, and Grantee's agents and assigns, for any and all purposes reasonably necessary to access, operate, maintain, repair, replace, and improve the well, including without limitation: (a) accessing the wellhead and all associated surface equipment; (b) excavating, repairing, replacing, and maintaining the water pipeline and associated appurtenances running from the well across Grantor's Property to Grantee's Property; (c) drilling, deepening, re-completing, or replacing the well; and (d) inspecting, repairing, replacing, and maintaining all electrical and power lines, conduit, and controls serving the well.

3. Binding on Successors. This Easement shall be recorded in the official records of Clark County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

4. Counterparts. This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.

5. Remedies. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

6. Easement Obstructions. No fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit (i) the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, including the Easement, on the Grantor's Property, it being agreed by the parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement by Grantor, and such work shall be diligently prosecuted to completion, or (ii) the construction of limited curbing or other forms of traffic controls along the outer perimeter of the Easement.

7. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantee: Mackray Sullivan

792 Trails End
Idaho Falls, ID 83402
mackrays@yahoo.com

Grantor: Dave Ward
P.O. Box 32
Monteview, ID 83435
dwardfarms@yahoo.com

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

8. Conveyance of Well and Associated Equipment. In addition to the easement granted herein, Grantor hereby grants, conveys, transfers, and quitclaims to Grantee all right, title, and interest in and to the well and all associated equipment and improvements described on *Exhibit C* attached hereto and incorporated herein by reference (collectively, the "Well"). The parties acknowledge and agree that the Well, notwithstanding its physical location on or affixation to the Grantor's Property, shall be and remain the sole and exclusive property of Grantee, shall not constitute a fixture or appurtenance of the Property, and shall not pass with title to Grantor's Property upon any subsequent conveyance, transfer, encumbrance, or devise of the Property by Grantor or Grantor's successors or assigns.

9. No Merger. The conveyance of the Well set forth herein shall not merge with the easement rights granted in this Agreement, and the Well shall remain the personal property of Grantee independent of the easement. Termination or release of the easement shall not affect Grantee's ownership of the Well.

10. Further Assurances. Grantor shall execute and deliver to Grantee, promptly upon request and without further consideration, any additional instruments reasonably necessary to evidence, confirm, or perfect Grantee's ownership of the Well.

11. Binding Effect on Successors. Grantor covenants that any subsequent conveyance, lease, mortgage, or other transfer of Grantor's Property shall be made expressly subject to Grantee's ownership of the Well, and Grantor shall provide written notice of Grantee's ownership of the Well to any prospective transferee, lessee, or lienholder prior to the effective date of any such transfer or encumbrance.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

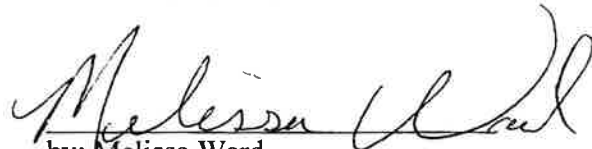
GRANTOR

DATE: April 22, 2026



by: Dave Ward
P.O. Box 32
Monteview, ID 83435

DATE: April 22, 2026



by: Melissa Ward
P.O. Box 32
Monteview, ID 83435

GRANTEE

DATE: April 22, 2026

MNS LLC

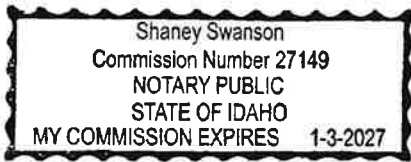


By: Mackray Sullivan
792 Trails End
Idaho Falls, ID 83402

STATE OF IDAHO)
) ss.
County of Jefferson)

On this 22nd day of April, 2026, before me, the undersigned, personally appeared Dave Ward, known or identified to me (or proved to me on oath), to be the person whose name is subscribed to the within Instrument and acknowledged to me that he 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.

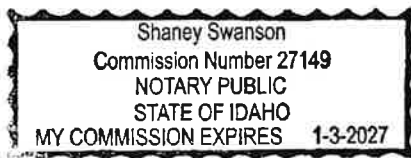


Shaney Swanson
NOTARY PUBLIC FOR IDAHO
Residing at 2222 Falls - 10
My Commission Expires 1-3-27

STATE OF IDAHO)
) ss.
County of Jefferson)

On this 23rd day of April, 2026, before me, the undersigned, personally appeared Melissa Ward, known or identified to me (or proved to me on oath), to be the person whose name is subscribed to the within Instrument and acknowledged to me that she 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.

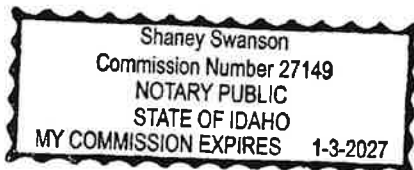


Shaney Swanson
NOTARY PUBLIC FOR IDAHO
Residing at 2222 Falls - 10
My Commission Expires 1-3-27

STATE OF IDAHO)
) ss.
County of Latah)

On this 22 day of April, 2026, before me, the undersigned, personally appeared Mackray Sullivan, known or identified to me (or proved to me on oath), to be a Member and authorized representative of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Shaney Swanson
NOTARY PUBLIC FOR IDAHO
Residing at 2222 Falls Rd
My Commission Expires 1-3-27

EXHIBIT A
(Grantor's Property)

NE1/4 NE1/4 of Section 18, Township 9 North, Range 34, E.B.M., Clark County, Idaho

EXHIBIT B

(Grantee's Property)

The Southwest quarter of Section 8, Township 9 North, Range 34 East, Boise Meridian, Clark County, Idaho.

Exhibit C

(Well Description)

The well located on Grantor's Property, including without limitation: the wellbore and well casing; wellhead and all associated caps, seals, and fittings; submersible or above-ground pump and pump motor; drop pipe, pitless adapter, and all connecting pipe and fittings from the wellhead to the point of connection with Grantee's distribution or delivery system; pressure tank and pressure switch; electrical wiring, conduit, and controls serving the pump and motor; and any other equipment, components, or improvements installed in, on, or immediately appurtenant to the well, whether now existing or hereafter installed by Grantee.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Microfile No. 60270
27 Day Apr 26
At 01 O'Clock 16 PM
Clark Co. Recorder Stephenie Stewart
Fee \$15.00
AL Deputy
Recorded at Request of
Flying S Title and Escrow - Rigby

FSTE
1217486-RT

(Space Above For Recorder's Use)

WARRANTY DEED

For value received, the receipt and sufficiency of which are hereby acknowledged, The Sullivan Limited Partnership, a defunct Idaho limited partnership, winding up its affairs, ("Grantor"), grants, bargains, sells and conveys and to M. Frank Sullivan, a single person, ("Grantee") whose address is 8102 E Culver St., Mesa, Arizona, 85207, and successors and assigns forever, the following described real property situated in Clark County, State of Idaho:

See Exhibit A

SUBJECT TO taxes and assessments for the year 2026 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

Grantor covenants to Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 23 day of ~~April~~, 2026.

The Sullivan Limited Partnership,
an Idaho limited partnership


M. Frank Sullivan, Authorized Representative
of The Sullivan Limited Partnership

STATE OF Arizona)
) ss.
County of Maricopa

On this 23 day of April, 2026, before me, the undersigned, personally appeared M. Frank Sullivan, known or identified to me to be the authorized representative of the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



Lakita Keese
NOTARY PUBLIC FOR Arizona
Residing at: Pine
My Commission Expires: 04/09/2028

EXHIBIT A

Clark County:

Parcel 1:

Township 9 North, Range 33 East, B. M., Clark County, Idaho.

Section 1: E1/2SW1/4 and W1/2SE1/4, lying North of Highway 22; E1/2SW1/4 and SE1/4, lying South of Highway 22;

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 1, Township 9 North, Range 33 East, B. M., more particularly described as follows:

Beginning at the Southeast corner of Section 1, T. 9 N., R. 33 E.; thence N 00°14'06" E, along section line of said section, 1380.68 feet to the south right-of-way line of State Highway 22; thence S 63°14'06" W, 33.67 feet along said south right-of-way line; thence S 00°14'06" W, 1365.33 feet; thence S 89°38'00" E, 30.00 feet to the point of beginning.

Parcel 2:

Township 9 North, Range 33 East, B. M., Clark County, Idaho.

Section 12: NW1/4; NE1/4; ✓

Excepting Therefrom: State Highway 22.

Also Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 12, Township 9 North, Range 33 East, B. M., more particularly described as follows:

Beginning at the Northeast corner of Section 12, T. 9 N., R. 33 E.; thence S 00°14'06" W, 30.00 feet along the section line; thence N 89°38'00" W, 30.00 feet; thence N 00°14'06" E, 30.00 feet; thence S 89°38'00" E, 30.00 feet, along the section line to the point of beginning.

Parcel 3:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 6: SE1/4; Government Lots 1, 2 and 5, S1/2NE1/4, SE1/4NW1/4, lying South of

NNE SSW ✓

Highway 22;

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 6, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the Southeast corner of Section 6, T. 9 N., R. 34 E.; thence, N. 89°38'00" W, along south section line of said Section 6, 2645 feet, more or less; thence North 30 feet; thence S. 89°38'00" E. 2645 feet, more or less; to the East section line of Section 6, T. 9 N., R. 34 E.; thence South along the East section line 30 feet to the point of beginning.

Parcel 4:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 6: Government Lot 6, lying South of Highway 22; Government Lot 7; E1/2SW1/4; ✓
WSW

Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 6, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the Southwest corner of Section 6, T. 9 N., R. 34 E.; thence N 00°14'06" E along the section line 1380.68 feet to the south right-of-way line of State Highway 22; thence N 63°14'06" E, 33.67 feet; thence S 00°14'06" W, 1365.95 feet; thence S 89°38'00" E, 2615.46 feet; thence South along the center of section line 30.00 feet to the South section line of Section 6, T. 9 N., R. 34 E.; thence N 89°38'00" W, 2645.46 feet along said section line to the point of beginning.

Parcel 7:

Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 7: Government Lots 3 and 4; E1/2SW1/4; SE1/4; ✓

W S W

Excepting Therefrom:

Beginning at the Southeast corner of Section 7, Township 9 North, Range 34 East, B. M., Clark County, State of Idaho; thence North 30 feet; thence West 10,560 feet, more or less to the West line of the Montevue Road which is on the West line of Section 12, Township 9 North, Range 33 East; thence South 60 feet; thence East 10,560 feet, more or less, to the East line of Section 18, Township 9 North, Range 34 East; thence North 30 feet to the point of beginning.

Also Excepting Therefrom:

A parcel of land situated in Clark County, State of Idaho, Section 7, Township 9 North, Range 34 East, B. M., more particularly described as follows:

Beginning at the Southeast corner of Section 7, Township 9 North, Range 34 East; thence North along the East line of said Section 7, 2,640 feet; thence West 30 feet; thence South 2,640 feet; thence East 30 feet to the point of beginning.

Parcel 11:

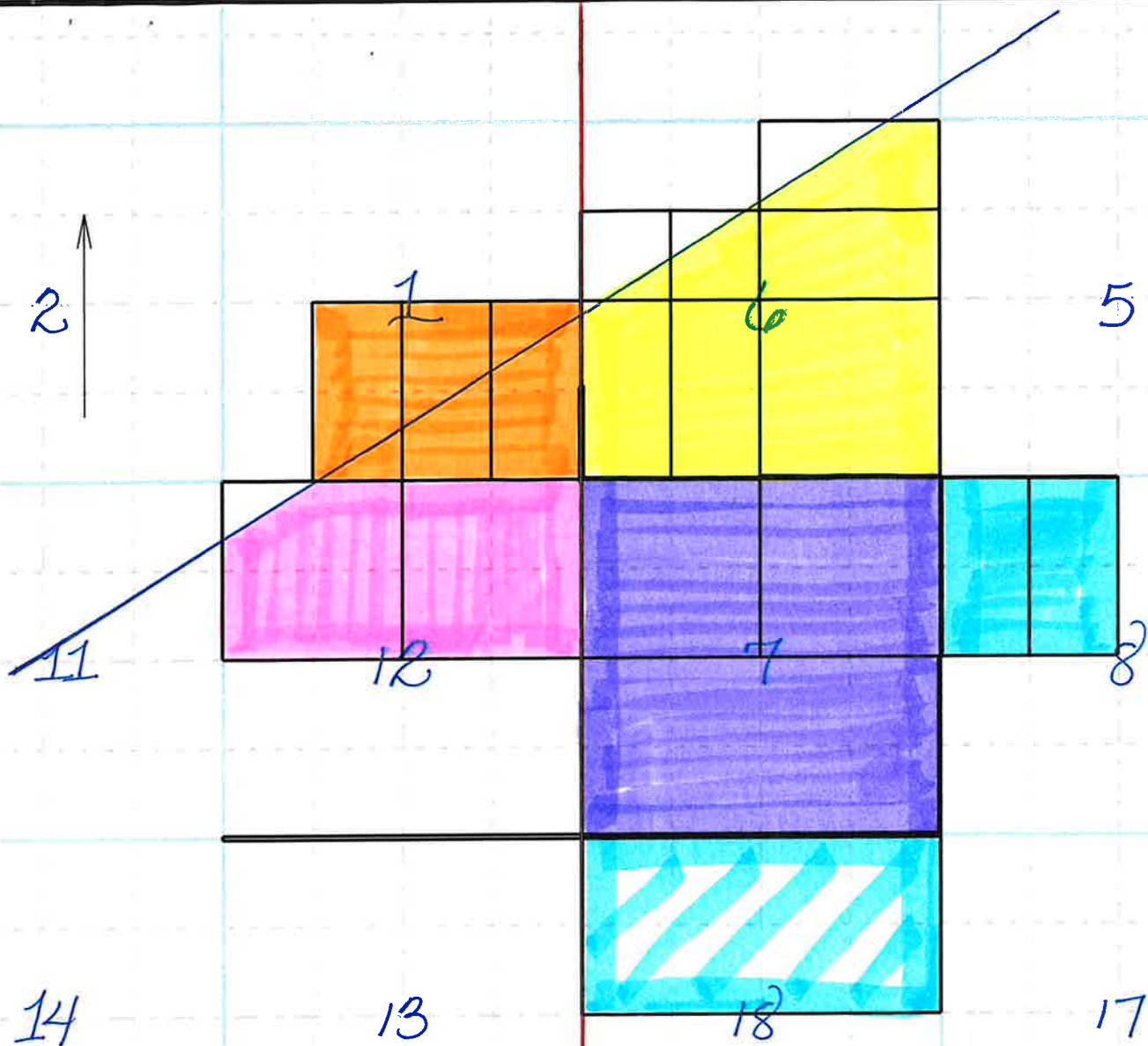
Township 9 North, Range 34 East, B. M., Clark County, Idaho.

Section 18: Government Lots 1 and 2; E1/2NW1/4; NE1/4; ✓

W N W

Excepting Therefrom:

Beginning at the Southeast corner of Section 7, Township 9 North, Range 34 East, B. M., Clark County, State of Idaho; thence North 30 feet; thence West 10,560 feet, more or less to the West line of the Montevue Road which is on the West line of Section 12, Township 9 North, Range 33 East; thence South 60 feet; thence East 10,560 feet, more or less, to the East line of Section 18, Township 9 North, Range 34 East; thence North 30 feet to the point of beginning.



Parcel 1

Parcel 2

Parcel 3+4

Parcel 5+7

Parcel 8+9

Parcel 10

60272 M Frank Sullivan To David Z +
Melissa L Ward

Tract Data and Deed Calls: File= ward 2026 clark.ndp

Tract 01: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 02: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 03: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 04: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 05: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 06: 0.9456 Acres (41190 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/584243), Perimeter=2810 ft.
Tract 07: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 08: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 09: 0.0207 Acres (900 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=120 ft.
Tract 10: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 11: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 12: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 13: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 14: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 15: 1.8216 Acres (79348 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5350 ft.
Tract 16: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 17: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 18: 2.7584 Acres (120156 Sq. Feet), Closure: s55.3824w 0.15 ft. (1/53879), Perimeter=8071 ft.
Tract 19: 320.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=15840 ft.
Tract 20: 14.5455 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21240 ft.
Tract 21: 1.8182 Acres (79200 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5340 ft.
Tract 22: 320.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=15840 ft.
Tract 23: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 24: 0.9071 Acres (39513 Sq. Feet), Closure: s45.1743w 42.24 ft. (1/249), Perimeter=10515 ft.
Tract 25: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 26: 0.9071 Acres (39513 Sq. Feet), Closure: s45.1743w 42.24 ft. (1/249), Perimeter=10515 ft.
Tract 27: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 28: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 28: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.

1: /ne,nw,8,9n,34e
2: s0w 2640.00
3: s90w 2640.00
4: n0e 2640.00
5: n90e 2640.00
6: @0
7: /ne,e,sw,1,9n,33e
8: s0w 2640.00
9: s90w 1320.00
10: n0e 2640.00
11: n90e 1320.00
12: @0
13: /ne,w,se,1,9n,33e
14: s0w 2640.00
15: s90w 1320.00
16: n0e 2640.00
17: n90e 1320.00
18: @0
19: /ne,e,sw,1,9n,33e
20: s0w 2640.00
21: s90w 1320.00
22: n0e 2640.00
23: n90e 1320.00
24: @0
25: /ne,se,1,9n,33e
26: s0w 2640.00
27: s90w 2640.00
28: n0e 2640.00
29: n90e 2640.00
30: @0
31: /se,1,9n,33e
32: n00.1406e 1380.68

Tract Data and Deed Calls: File= ward 2026 clark.ndp

33: s63.1406w 33.67
34: s00.1406w 1365.33
35: s89.3800e 30.00
36: @0
37: /ne,nw,12,9n,33e
38: s0w 2640.00
39: s90w 2640.00
40: n0e 2640.00
41: n90e 2640.00
42: @0
43: /ne,ne,12,9n,33e
44: s0w 2640.00
45: s90w 2640.00
46: n0e 2640.00
47: n90e 2640.00
48: @0
49: /ne,12,9n,33e
50: s00.1406w 30.00
51: n89.3800w 30.00
52: n00.1406e 30.00
53: s89.3800e 30.00
54: @0
55: /ne,se,6,9n,34e
56: s0w 2640.00
57: s90w 2640.00
58: n0e 2640.00
59: n90e 2640.00
60: @0
61: /ne,n,ne,6,9n,34e
62: s0w 1320.00
63: s90w 2640.00
64: n0e 1320.00
65: n90e 2640.00
66: @0
67: /ne,sw,nw,6,9n,34e
68: s0w 1320.00
69: s90w 1320.00
70: n0e 1320.00
71: n90e 1320.00
72: @0
73: /ne,s,ne,6,9n,34e
74: s0w 1320.00
75: s90w 2640.00
76: n0e 1320.00
77: n90e 2640.00
78: @0
79: /ne,se,nw,6,9n,34e
80: s0w 1320.00
81: s90w 1320.00
82: n0e 1320.00
83: n90e 1320.00
84: @0
85: /se,6,9n,34e
86: n89.3800w 2645
87: n00e 30
88: s89.3800e 2645
89: s00e 30
90: @0
91: /ne,w,sw,6,9n,34e
92: s0w 2640.00
93: s90w 1320.00

Tract Data and Deed Calls: File= ward 2026 clark.ndp

94: n0e 2640.00
95: n90e 1320.00
96: @0
97: /ne,e,sw,6,9n,34e
98: s0w 2640.00
99: s90w 1320.00
100: n0e 2640.00
101: n90e 1320.00
102: @0
103: /sw,6,9n,34e
104: n00.1406e 1380.68
105: n63.1406e 33.67
106: s00.1406w 1365.95
107: s89.3800e 2615.46
108: s00e 30.00
109: n89.3800w 2645.46
110: @0
111: /ne,s,7,9n,34e
112: s0w 2640.00
113: s90w 5280.00
114: n0e 2640.00
115: n90e 5280.00
116: @0
117: /se,7,9n,34e
118: n00e 30
119: n90w 10560
120: s00e 60
121: n90e 10560
122: n00e 30
123: @0
124: /se,7,9n,34e
125: n00e 2640
126: n90w 30
127: s00e 2640
128: n90e 30
129: @0
130: /ne,n,18,9n,34e
131: s0w 2640.00
132: s90w 5280.00
133: n0e 2640.00
134: n90e 5280.00
135: @0
136: /ne,e,nw,8,9n,34e
137: s0w 2640.00
138: s90w 1320.00
139: n0e 2640.00
140: n90e 1320.00
141: @0
142: /nw,8,9n,34e
143: s89.4147e 2648.59
144: n89.4157w 2618.59
145: s00.0239w 2608.94
146: n00.0239e 2638.94
147: @0
148: /ne,w,nw,8,9n,34e
149: s0w 2640.00
150: s90w 1320.00
151: n0e 2640.00
152: n90e 1320.00
153: @0
154: /nw,8,9n,34e

Tract Data and Deed Calls: File= ward 2026 clark.ndp

155: s89.4147e 2648.59
156: n89.4157w 2618.59
157: s00.0239w 2608.94
158: n00.0239e 2638.94
159: @0
160: /ne,nw,7,9n,34e
161: s0w 2640.00
162: s90w 2640.00
163: n0e 2640.00
164: n90e 2640.00
165: @0
166: /ne,ne,7,9n,34e
167: s0w 2640.00
168: s90w 2640.00
169: n0e 2640.00
170: n90e 2640.00



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 14, 2026

DAVID WARD
MELISSA WARD
628 E 2700 N
MONTEVIEW ID 83435-5083

Re: Change in Ownership for Water Right No(s): 32-7045A, 32-7055B, 32-13287, 32-7029B, 32-7045B, 32-7110B, 32-7112B, 32-13228, 32-7055A, 32-13224, 32-13222, 32-13286, 32-13230, 32-13232

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: RABO AGRIFINANCE LLC
WATER DISTRICT 110
JEFFERSON CLARK GROUND WATER DISTRICT



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 16, 2026

DAVID WARD
MELISSA WARD
2700 N 628 E
MONTEVIEW ID 83435

RE: Change in Ownership Water Right No. 32-7045a, 32-7055b, 32-13287, 32-7029b, 32-7045b, 32-7110b, 32-7112b, 32-13228, 32-7055a, 32-13224, 32-13230, 32-13232, 32-13222, 32-13286, 31-7182a, 31-11699, 31-11692, 31-11696

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. information required is indicated below:

**** **Evidence of Ownership:** On June 15, 2026, we received a Notice of Change in Water Right Ownership. In order for the department to update the ownership a full copy of the recorded Warranty Deed(s) is required. The department received a copy of the Deed of Trust; along with a security interest, however, we need a copy of the vesting deed, warranty deeds, quit claim deed et for the ownership change. Also note the deed must be from the previous owner of the water right, otherwise a full chain of title will be required.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

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.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

cc: RABO AGRIFINANCE LLC

SCANNED
JUN 16 2026