

RECEIVED

JUN 02 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. 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?
22-2048E OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Sheryl Martin, et al
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Broadway LLC ATTN: Kathy Justice
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

PO Box 4246
Mailing address
609. 507. 4920
Telephone

JACKSON WY 83001
City State Zip
Kathy. justice@3@gmail.com
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: 11-9-22
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):

☒ \$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: Kathy Justice member/msr 5/27/25
Signature of new owner/claimant Title, if applicable Date
Kathy Justice
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date
Print name

Received by JB Date 6/2/2025 For IDWR Office Use Only: Receipt No. E050889 Receipt Amt. \$25 -
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 JB Processed by JB Date 6/6/2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**CHANGE IN ADDRESS**

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.

(Please print or type)

Water Right Number(s):

22-2084E

Name(s):

Broadway LLC

ATTN: KATHY JUSTICE

Old Mailing Address:

?

New Mailing Address:

PO Box 4246

JACKSON WY 83001

Telephone Number:

619-507-4920

Email:

Kathy.justice23@gmail.com

Signature(s) of Owner(s)

KJ Justice

Member/MSR

(Include your title if on behalf of company or organization.)

Date:

5-27-25

Send a signed original to your closest regional office:

IDWR Northern Region
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

SPECIAL WARRANTY DEED

Order No 614830

FOR VALUE RECEIVED

Northcom 93, LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Broadway, LLC

whose current address is

PO Box 4246, Jackson, WY 83001

the grantee(s), the following described premises, in Teton County, Idaho: TO WIT

A portion of the Southwest Quarter Southwest Quarter Section 6, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

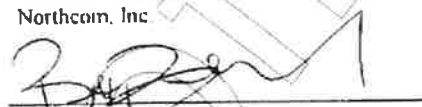
Commencing at the Southwest corner of said Section 6; thence North 0°07'09" West 496.80 feet along the Western section line to a point in-line with an existing fence line, the Point of Beginning; Thence North 0°07'09" West, 824.35 feet further along the Western section line to the Northwest corner Southwest Quarter Southwest Quarter of said Section 6; Thence North 89°50'49" East, 1336.24 feet to the Northeast corner Southwest Quarter Southwest Quarter of said Section 6; Thence South 0°20'32" East, 1322.59 feet to the Southeast corner Southwest Quarter Southwest Quarter of said Section 6; Thence South 89°54'30" West, 859.40 feet along the South Section line to a point in-line with an existing fence line; Thence North 0°12'30" West, 499.11 feet along said fence line to a fence corner; Thence South 89°38'00" West, 481.21 feet along an existing fence line to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises, that no encumbrances were initiated during the ownership of the undersigned nor is the undersigned aware of any such

And that (s)he will warrant and defend the same from all lawful claims whatsoever

Dated: 11/9/2022

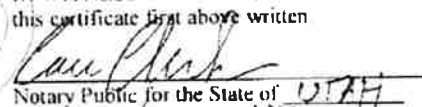
Northcom 93, LLC
Northcom, Inc.

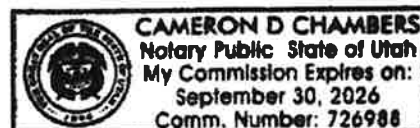

Brett Broadhead, Organizer

State of Utah ss
County of Cache

On this 9 day of November 2022, before me, the Undersigned, a Notary Public in and for said state, personally appeared Brett Broadhead known or identified to me to be the Organizer in the Corporation known as Northcom, Inc who is the Member in the Limited Liability Company known as Northcom 93, LLC who executed the foregoing instrument in said LLC name.

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


Notary Public for the State of UTAH

Residing at: WoodsCommission Expires: 9-30-26



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 614830

FOR VALUE RECEIVED

Sheryl L. Morton, a single woman

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Northcom 93, LLC

whose current address is

**11 West Center
Logan, UT 84321**

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A portion of the Southwest Quarter Southwest Quarter Section 6, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southwest corner of said Section 6; thence North 0°07'09" West 496.80 feet along the Western section line to a point in-line with an existing fence line, the Point of Beginning;

Thence North 0°07'09" West, 824.35 feet further along the Western section line to the Northwest corner Southwest Quarter Southwest Quarter of said Section 6;

Thence North 89°50'49" East, 1336.24 feet to the Northeast corner Southwest Quarter Southwest Quarter of said Section 6;

Thence South 0°20'32" East, 1322.59 feet to the Southeast corner Southwest Quarter Southwest Quarter of said Section 6;

Thence South 89°54'30" West, 859.40 feet along the South Section line to a point in-line with an existing fence line;

Thence North 0°12'30" West, 499.11 feet along said fence line to a fence corner;

Thence South 89°38'00" West, 481.21 feet along an existing fence line to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 26, 2022

Sheryl L. Morton
Sheryl L. Morton

State of Idaho } ss
County of Bonneville

On this 26th day of August, 2022, before me, the Undersigned, a Notary Public in and for said state, personally appeared Sheryl L. Morton, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.

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

Andy Hansen
Notary Public for the State of Idaho

Residing at:

Commission Expires:

ANDY HANSEN
COMMISSION NO. 67931
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/21/2028

**CORRECTED
PERSONAL REPRESENTATIVE'S
DEED OF DISTRIBUTION**

This Corrected Personal Representative's Deed of Distribution is being recorded in substitution for, and to correct the legal description contained in, that certain Personal Representative's Deed of Distribution recorded March 15, 2022, as Instrument No. 274712, Official Records of Teton County, Idaho.

THIS INDENTURE is made this 24th day of June, 2022, between Sheryl Lynn Morton, Personal Representative of the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton, the "Grantor", and Sheryl L Morton, a single woman, whose mailing address is 5666 East 65 North, Idaho Falls, Idaho, 83401, the "Grantee".

WHEREAS, Grantor is the duly appointed and acting personal representative of the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton, Bonneville County Case No. CV10-21-3385, deceased; and

WHEREAS, Grantee is entitled to receive distribution of the Estate's interest in the property hereafter described in this deed under the terms of the Last Will and Testament of the decedent and pursuant to the provisions of the Idaho Uniform Probate Code;

NOW, THEREFORE, WITNESSETH, that the Grantor, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton, deceased, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the Estate's interest in that certain parcel of land, situate, lying, and being in Teton County, State of Idaho, and more particularly described as follows:

See Attached Exhibit "A"

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof;

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and

regulations, encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey or inspection of the premises.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural. The property distributed hereunder shall be the sole and separate property of the Grantee and the income thereon shall be the sole and separate property of the Grantee.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Sheryl Lynn Morton
Sheryl Lynn Morton
Personal Representative

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 24 day of June, 2022, by Sheryl Lynn Morton, as Personal Representative of the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton.

(stamp)

Peter Christoff
Signature of Notary Public
My Commission Expires: 12-21-2027

G:\WPDATA\PDC\21426 Morton Est\PR Deed of Distribution_Corrected.wpd

EXHIBIT "A"

Legal Description

A portion of the Southwest Quarter Southwest Quarter Section 6, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southwest corner of said Section 6; thence North $0^{\circ}07'09''$ West 496.80 feet along the Western section line to a point in-line with an existing fence line, the Point of Beginning;

Thence North $0^{\circ}07'09''$ West, 824.35 feet further along the Western section line to the Northwest corner Southwest Quarter Southwest Quarter of said Section 6;

Thence North $89^{\circ}50'49''$ East, 1336.24 feet to the Northeast corner Southwest Quarter Southwest Quarter of said Section 6;

Thence South $0^{\circ}20'32''$ East, 1322.59 feet to the Southeast corner Southwest Quarter Southwest Quarter of said Section 6;

Thence South $89^{\circ}54'30''$ West, 859.40 feet along the South Section line to a point in-line with an existing fence line;

Thence North $0^{\circ}12'30''$ West, 499.11 feet along said fence line to a fence corner;

Thence South $89^{\circ}38'00''$ West, 481.21 feet along an existing fence line to the Point of Beginning.

**PERSONAL REPRESENTATIVE'S
DEED OF DISTRIBUTION**

THIS INDENTURE is made this 4th day of March, 2022, between Sheryl Lynn Morton, Personal Representative of the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton, the "Grantor", and Sheryl L Morton, a single woman, whose mailing address is 5666 East 65 North, Idaho Falls, Idaho, 83401, the "Grantee".

WHEREAS, Grantor is the duly appointed and acting personal representative of the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton, Bonneville County Case No. CV10-21-3385, deceased; and

WHEREAS, Grantee is entitled to receive distribution of the Estate's interest in the property hereafter described in this deed under the terms of the Last Will and Testament of the decedent and pursuant to the provisions of the Idaho Uniform Probate Code;

NOW, THEREFORE, WITNESSETH, that the Grantor, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton, deceased, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the Estate's interest in that certain parcel of land, situate, lying, and being in Teton County, State of Idaho, and more particularly described as follows:

See Attached Exhibit "A"

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof;

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey or inspection of the premises.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

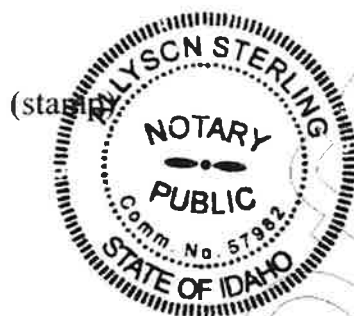
In construing this deed and where the context so requires, the singular includes the plural. The property distributed hereunder shall be the sole and separate property of the Grantee and the income thereon shall be the sole and separate property of the Grantee.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Sheryl Lynn Morton
Sheryl Lynn Morton
Personal Representative

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 4th day of March, 2022, by Sheryl Lynn Morton, as Personal Representative of the Estate of Keith Morton, a/k/a D. Keith Morton, a/k/a Dana Keith Morton.



Allyson Sterling
Signature of Notary Public
My Commission Expires: 6-8-2023

G:\WPDATA\PDC\21626 Morton Est-PR Deed of Distribution.wpd:

EXHIBIT "A"

Legal Description

A portion of the Southwest Quarter Southwest Quarter Section 6, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southwest corner of said Section 6; thence North $0^{\circ}97'09''$ West 496.80 feet along the Western section line to a point in-line with an existing fence line, the Point of Beginning;

Thence North $0^{\circ}07'09''$ West, 824.35 feet further along the Western section line to the Northwest corner Southwest Quarter Southwest Quarter of said Section 6;

Thence North $89^{\circ}50'49''$ East, 1336.24 feet to the Northeast corner Southwest Quarter Southwest Quarter of said Section 6;

Thence South $0^{\circ}20'32''$ East, 1322.59 feet to the Southeast corner Southwest Quarter Southwest Quarter of said Section 6;

Thence South $89^{\circ}54'30''$ West, 859.40 feet along the South Section line to a point in-line with an existing fence line;

Thence North $0^{\circ}12'30''$ West, 499.11 feet along said fence line to a fence corner;

Thence South $89^{\circ}38'00''$ West, 481.21 feet along an existing fence line to the Point of Beginning.

Peter D. Christofferson, Esq., ISB No. 8329
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518
Email: pchristofferson@holdenlegal.com
iCourt eService: efiling@holdenlegal.com



STATE OF IDAHO } ss
County of Bonneville
I HEREBY CERTIFY that above and foregoing
is a full and correct copy of the original
thereof, on file in my office.
Dated 2-17 2022
PENNY MANNING
Clerk of the District Court
By [Signature]
Deputy Clerk

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE

Case No. CV10-21-3385

OF

LETTERS TESTAMENTARY

KEITH MORTON, A/K/A D. KEITH
MORTON, A/K/A DANA KEITH
MORTON,

Deceased.

Instrument # 274299

TETON COUNTY, IDAHO
02-18-2022 09:00:00 No. of Pages: 3
Recorded for: ALLIANCE TITLE - IDAHO FALLS OFFICE
KIM KEELEY Fee: \$16.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: LETTERS TESTAMENTARY

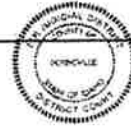
1. Sheryl Lynn Morton was duly appointed and qualified as personal representative of the estate of the above named decedent as of the date below by the Magistrate acting as Registrar with all authority pertaining thereto.
2. Administration of the estate is unsupervised.
3. These letters are issued to evidence the appointment, qualification, and authority of said personal representative.

WITNESS, my signature and the seal of this court, dated 6/14/2021.

6/11/2021 2:41:32 PM

[Handwritten signature]

Magistrate



CERTIFICATE OF SERVICE

I hereby certify that I served a true copy of the foregoing document upon the following, by the method indicated below.

DOCUMENT SERVED:**LETTERS TESTAMENTARY****ATTORNEYS SERVED:**

Peter D. Christofferson
Holden, Kidwell, Hahn & Crapo, PLLC
P. O. Box 50130
Idaho Falls, ID 83405
Email: efiling@holdenlegal.com

- ☐ Mail
- ☐ Hand Delivery
- ☐ Facsimile
- ☐ Email
- ☒ Electronic Filing/Service

Dated: 6/14/2021 7:57:00 AM

Penny Manning
CLERK OF THE DISTRICT COURT

By: *KL*

Deputy Clerk

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:434352

Instrument # 254988

TETON COUNTY, IDAHO
06-10-2019 12:09:00 No. of Pages: 2
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

FOR VALUE RECEIVED

Del Ray Bevan and Reta Barnhurst Bevan, Trustees of the Del Ray Bevan and Reta Barnhurst Bevan Living Trust, dated the 11th day of January, 2006.

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Dana Keith Morton and Sheryl L Morton, husband and wife

whose current address is

**5666 E 65th North
Idaho Falls, ID 83401**

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A portion of the Southwest Quarter Southwest Quarter Section 6, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southwest corner of said Section 6; thence North 0°07'09" West 496.80 feet along the Western section line to a point in-line with an existing fence line, the Point of Beginning; Thence North 0°07'09" West, 824.35 feet further along the Western section line to the Northwest corner Southwest Quarter Southwest Quarter of said Section 6; Thence North 89°50'49" East, 1336.24 feet to the Northeast corner Southwest Quarter Southwest Quarter of said Section 6; Thence South 0°20'32" East, 1322.59 feet to the Southeast corner Southwest Quarter Southwest Quarter of said Section 6; Thence South 89°54'30" West, 859.40 feet along the South Section line to a point in-line with an existing fence line; Thence North 0°12'30" West, 499.11 feet along said fence line to a fence corner; Thence South 89°38'00" West, 481.21 feet along an existing fence line to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 5, 2019

Del Ray Bevan and Reta Barnhurst Bevan Living Trust, dated the 11th day of January, 2006.

✓ Del Ray Bevan
Del Ray Bevan, Trustee

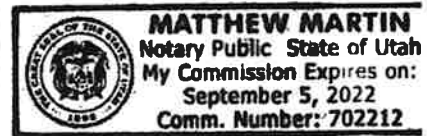
✓ Reta Barnhurst Bevan
Reta Barnhurst Bevan, Trustee

State of UTAH ss.
County of SALT LAKE

On this 7 day of JUNE 2019 before me, MATTHEW MARTIN a Notary Public in and for said state, personally appeared Del Ray Bevan and Reta Barnhurst Bevan known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Del Ray Bevan and Reta Barnhurst Bevan Living Trust, dated the 11th day of January, 2006, and acknowledged to me that THEY executed the same as Trustee.

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

MATTHEW MARTIN
Notary Public for the State of UTAH
Residing at: CYPRESS CREDIT UNION
Commission Expires: SEPTEMBER 5, 2022



174523

FEB 1 2006

TETON CO., ID
CLERK RECORDER

Recording requested by
DEL RAY BEVAN, Co-Trustee
RETA BARNHURST BEVAN, Co-Trustee
When Recorded mail to
4184 Jensen Circle
West Valley City, UT 84120

Instrument # 174523
DRIGGS, TETON, IDAHO
2006-02-01 12:00:08 No. of Pages: 1
Recorded for: BRENT K WAMSLEY
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

Space above this line for Recorders Use

Mail tax statements to: DEL RAY BEVAN & RETA BARNHURST BEVAN, Trustees
By
Title

WARRANTY DEED

DEL RAY BEVAN and RETA BEVAN, grantors of 4184 Jensen Circle, West Valley City, UT 84120, hereby convey and warrant to DEL RAY BEVAN and RETA BARNHURST BEVAN, Trustees of the DEL RAY BEVAN AND RETA BARNHURST BEVAN LIVING TRUST, dated the 11th day of January, 2006, grantees, of 4184 Jensen Circle, West Valley City, UT 84120, for the sum of ten dollars (\$10.00), the following described tract of land in Boise Meridian Teton County, Idaho, to wit:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 6, Township 4 North, Range 45 East of the Boise Meridian Teton county, Idaho described as:

Commencing at the Southwest corner of said Section 6; Then North 0°07'09" West 496.80 feet along the West section line to a point in line with an existing fence line, the point of beginning.

Then North 0°07'09" West 824.35 feet further along the West section line to the Northwest corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,

Then North 89°50'49" East, 1136.24 feet to the Northeast corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,

Then South 0°20'32" East 1322.59 feet to the Southeast corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,

Then South 89°54'30" West 859.40 feet along the South section line to a point in line with an existing fence line.

Then North 0°12'30" West 499.11 feet along said fence line to a fence corner

The South 89°38'00" West 481.21 feet along an existing fence line to the point of beginning.

Together With:

1. All water rights appurtenant to the property;
2. All appurtenant mineral rights, if any;
3. All reversions and remainders;
4. All rents, issues and profits; and
5. The tenements, hereditaments, appurtenances, improvements and fixtures, and the right to prorata use (based on acreage) of the pump, panel, screen box, and portable mainlines with the adjoining land owners to the east, subject to paying the prorata share (based on acreage) of all maintenance and electricity costs to include the responsibility for and obligation to pay costs pursuant to the Agreement for Electrical Service dated April 16, 1991.

Witness the hands of said grantors this 11th day of January, 2006, at the City of SALT LAKE, State of UTAH.

State of Utah }
 } ss
County of Salt Lake }

Del Ray Bevan
DEL RAY BEVAN

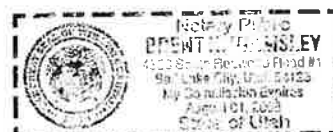
Reta Bevan
RETA BEVAN

On the 11th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DEL RAY BEVAN and RETA BEVAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

B K Wamsley



174523

RECEIVED

174523

FEB 3 1 2006

TETON CO. ID
CLERK RECORDER

Recording requested by
DEL RAY BEVAN, Co-Trustee
RETA BARNHURST BEVAN, Co-Trustee
When Recorded mail to
4184 Jensen Circle
West Valley City, UT 84120

Instrument # 174523
DRIGGS, TETON, IDAHO
2006-02-01 12:00:08 No. of Pages: 1
Recorded for: BRENT K WAMSLEY
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY
Fee: 3.00
(Bak)

Rerecord to correct legal

Space above this line for Recorders Use

Mail tax statements to: DEL RAY BEVAN & RETA BARNHURST BEVAN, Trustees
By
Title

WARRANTY DEED

DEL RAY BEVAN and RETA BEVAN, grantors of 4184 Jensen Circle, West Valley City, UT 84120, hereby convey and warrant to DEL RAY BEVAN and RETA BARNHURST BEVAN, Trustees of the DEL RAY BEVAN and RETA BARNHURST BEVAN LIVING TRUST, dated the 11th day of January, 2006, grantees, of 4184 Jensen Circle, West Valley City, UT 84120, for the sum of ten dollars (\$10.00), the following described tract of land in Boise Meridian Teton County, Idaho, to wit:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 6, Township 4 North, Range 45 East of the Boise Meridian Teton county, Idaho described as:

Commencing at the Southwest corner of said Section 6; Then North 0°07'09" West 496.80 feet along the West section line to a point in line with an existing fence line, the point of beginning.

Then North 0°07'09" West 824.35 feet further along the West section line to the Northwest corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, *1324.24* feet to the Northeast corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,

Then North 89°50'49" East, *1326.24* feet to the Southeast corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, Then South 0°20'32" East 1322.59 feet to the Southeast corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,

Then South 89°54'30" West 859.40 feet along the South section line to a point in line with an existing fence line.

Then North 0°12'30" West 499.11 feet along said fence line to a fence corner
The South 89°38'00" West 481.21 feet along an existing fence line to the point of beginning.

Together With:

1. All water rights appurtenant to the property;
2. All appurtenant mineral rights, if any;
3. All reversions and remainders;
4. All rents, issues and profits; and
5. The tenements, hereditaments, appurtenances, improvements and fixtures, and the right to prorata use (based on acreage) of the pump, panel, screen box, and portable mainlines with the adjoining land owners to the east, subject to paying the prorata share (based on acreage) of all maintenance and electricity costs to include the responsibility for and obligation to pay costs pursuant to the Agreement for Electrical Service dated April 16, 1991.

Witness the hands of said grantors this 11th day of January, 2006, at the City of SALT LAKE, State of UTAH.

State of Utah }
County of Salt Lake }

Del Ray Bevan
DEL RAY BEVAN

Reta Bevan
RETA BEVAN

On the 11th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DEL RAY BEVAN and RETA BEVAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature *B K Wamsley*



174523

Instrument # 254987

TETON COUNTY, IDAHO
06-10-2019 12:09:00 No. of Pages: 1
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

STATE OF IDAHO } ss
County of Teton }

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the original thereof, on file in my office

Dated *May 11, 2019*

Ex-Officio Auditor & Recorder
Clerk of the District Court
By *He* Deputy Clerk

RECEIVED

FEB 05 1998

TETON CO., ID
CLERK RECORDER129433
WARRANTY DEEDAlliance Title & Escrow Corp.
P.O. Box 644
Driggs, Idaho 83422

Instrument # 254986

TETON COUNTY, IDAHO
06-10-2019 12:09:00 No. of Pages: 4
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

1. DATE Rerecord to correct legal
December 8, 1995

2. PARTIES

Grantor: Eric E. Thompson and Sandra A. Thompson

Current Address: 1101 Hidden ^{Bevan} Valley Road
Lake Almanor, CA 96137

Grantee: Del Ray Bevan and Reta Bevan

Current Address: 4184 South 4050 West
West Valley City, UT 84120

3. PROPERTY

Transferred interest: All

Idaho county: Teton

Description:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 6, Township 4 North, Range 45 East of the Boise Meridian Teton county, Idaho described as:

Commencing at the Southwest corner of said Section 6; then North 0°07'09" West 496.80 feet along the West section line to a point in line with an existing fence line, the point of beginning,

Then North 0°07'09" West 824.35 feet further along the West section line to the Northwest corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,Then North 89°50'49" East, ~~1136.24~~ ^{1336.24} feet to the Northeast cornerSW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, ~~1336.24~~ ^{1336.24} feet to the Southeast corner SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6,

Then South 89°54'30" West 859.40 feet along the South section line to a point in line with an existing fence line,

Then North 0°12'30" West 499.11 feet along said fence line to a fence corner

129433

FILED

AT THE REQUEST OF

ALLIANCE TITLE AND ESCROW

At 46 MINUTES PAST 10 a.m.

DATE Feb. 5, 1998

By Asa J. Drake

CLERK OF RECORD

By Nora R. Rigby

The South 89°38'00" West 481.21 feet along an existing fence line to the point of beginning.

Together With:

1. All water rights appurtenant to the property;
2. All appurtenant mineral rights, if any;
3. All reversions and remainders;
4. All rents, issues and profits; and
5. The tenements, hereditaments, appurtenances, improvements and fixtures, and the right to prorata use (based on acreage) of the pump, panel, screen box, and portable mainlines with the adjoining land owners to the east, subject to paying the prorata share (based on acreage) of all maintenance and electricity costs to include the responsibility for and obligation to pay costs pursuant to the Agreement for Electrical Service dated April 16, 1991.

Subject To:

1. Taxes for 1995 and subsequent years.
2. Development for housing purposes shall be limited to no more than one (1) single-family residence and associated out-buildings on this parcel. Seller's adjoining parcel east of the property subject of this contract is subject to a like restriction. The seller may construct a third single-family residence with associated out-buildings on the parcel the seller is retaining. No more than three single-family residence may be constructed on the two parcels, i.e. SW¼SW¼ (less tax #2689) and SE¼SW¼. This provision is a covenant running with the land to be permanently enforced.
3. All conditions, covenants, restrictions and ordinances effecting the property.
4. All easements of records

4. CONSIDERATION

Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged.

5. GRANT

For the consideration stated, grantor grants, bargains, sells, and conveys to grantee and to grantee's heirs and assigns forever the transferred interest in the property described in this deed.

129433

6. WARRANTIES

Grantor, for himself, his heirs, successors and assigns, covenants with grantee, his heirs, successors, and assigns as follows:

Grantor is currently the owner of the property as described in this deed.

Grantor has good right to convey the property described in this deed to grantee.

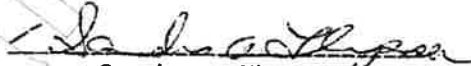
The property described in this deed is free from all encumbrances, except as otherwise shown in this deed.

Grantor and his heirs and successors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to grantee, his heirs, successors and assigns against the lawful claims of all persons.

7. CONSTRUCTION

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.


Eric E. Thompson


Sandra A. Thompson

STATE OF)
(ss.
County of)

On December ____, 1995, before me, _____, a(n) _____ notary public, personally appeared Eric E. Thompson and Sandra A. Thompson, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for _____
Residing at: _____
My Commission expires: _____

(SEAL)

Thompson Bevan Deed.doc

129433

WARRANTY DEED - 3 OF 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT 129433

No. 5907

State of CaliforniaCounty of PlumasOn December 8, 1995 before me, Robin L. Schumacher

DATE

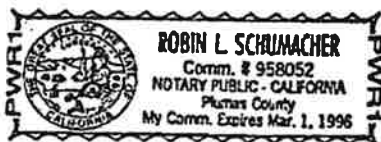
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Eric E. Thompson

NAME(S) OF SIGNER(S)

Sandra A. Thompson

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Robin L. Schumacher
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Warranty Deed
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

12/8/95
DATE OF DOCUMENT

None
SIGNER(S) OTHER THAN NAMED ABOVE

129433

From: Tom Hill thill@silverstar.com
Subject: RE: Water rights agreement
Date: July 12, 2024 at 11:16 PM
To: Kathy Justice kathy.justice23@gmail.com
Cc: SRunningM@gmail.com, Bill Fay bill@tetonvalleyrealty.com



Hi Kathy,

The agreement says that it runs with the land. To me that means that it automatically transferred to you at the time you purchased the property. I am thinking of other agreements such as county road easements. Because they run with the land, it is not necessary for each owner to amend these. It is understood that each new owner is bound by the previous agreement. You may want to ask an attorney if this is correct.

If you do need to amend the agreement, I probably could find email addresses for the other party's. I am not a party to this agreement, so I have no authority to do anything with it. The people who signed it are the ones you would need to talk to.

Thanks,

Tom Hill

From: Kathy Justice [mailto:kathy.justice23@gmail.com]
Sent: Friday, July 12, 2024 12:39 PM
To: Tom Hill
Cc: SRunningM@gmail.com; Bill Fay
Subject: Fwd: Water rights agreement

Hi Tom and Sheryl,

This water agreement was not amended two years ago when we purchased the property in Driggs from Mrs. Morton. Could one of you please update this and remove Mrs. Morton from the agreement and replace her with Broadway LLC, Kathy Justice, Member. Our mailing address is PO Box 4246, Jackson, Wy 83001.

Thank you for your help,

Kathy Justice

kathy justice
kathy.justice23@gmail.com
619/ 507-4920

Begin forwarded message:

From: Kathy Justice <kathy.justice23@gmail.com>
Subject: Water rights agreement
Date: July 11, 2024 at 3:38:11 PM MDT
To: Kathy Justice <kathyjustice23@gmail.com>

**October 2021 Mahogany Creek Lower Hill Ditch 2048 Irrigation Agreement Between
Sheryl Morton, Stanley Edwards, Amanda Laykaiya /Tom Fergusson, and Robert
Schleicher**

1. Sheryl Morton, Stanley Edwards, Amanda Laykaiya/Tom Fergusson, and Robert Schleicher ("the Owners") agree to enter into this Irrigation Agreement.
2. This Irrigation Agreement is the exclusive means by which each Owner and/or their lessees will receive delivery of the Owner's water rights from Mahogany Creek, unless all the Owners agree to a modification.
3. Any lessee's interest in this Irrigation Agreement arises from the interest of the Owner from which they are leasing.
4. Under this Irrigation Agreement, the "Irrigation System" is used to deliver each Owner's water rights to their property.
5. The Irrigation System is comprised of an intake from Mahogany Creek including one 40 HP pump, one electrical panel, and approximately 3300 feet of mainline.
6. The Irrigation System does not include hand line pipe or wheel line pipe, to be provided by Owners and/or lessees.
7. Each Owner is entitled to "shares" in the Irrigation System that are equal to the number of acres that each owner has water rights for from Mahogany Creek. The table below reflects each Owner's water right and the acres that are served by each Owner's water right. To wit:

Shares:

Owner	Water Right No.	Acres	Shares
Morton	22-2048E	35	35
Edwards	22-2048B	20	20
Fergusson	22-2048D	20	20
Schleicher	22-2048F	20	20
			Total= 95

8. Capacity in the Irrigation System is distributed to each Owner by dividing the pump output by 95 and then multiplying by each Owner's number of shares.
9. Deliveries through the Irrigation System will be comprised solely of water rights identified in this Agreement and owned by each Owner.
10. However, to the extent the Owners unanimously agree, additional water rights may also be delivered through the Irrigation System.

- a. Tom Hill is not an Owner of the Irrigation System agreement Tom Hill agrees to maintains the Irrigation System for the collective benefit of the Owners.
 - b. In consideration for his work to maintain the Irrigation System. the Owners agree that Tom Hill is authorized to use a pro rata portion of each Owners' capacity in the Irrigation System to delivery water from Mahogany Creek to Hill's property located east of Schleicher under Hill's water right number 22-13459.
11. Notwithstanding the foregoing paragraph, repair, maintenance, and improvement costs will be prorated amongst the Owners by dividing the total cost by 95 and then multiplying by each owners' number of shares.
 12. Electricity costs will be prorated amongst the Owners by dividing the cost by 95 and then multiplying by each Owner's number of shares.
 13. The Owners agree that this Agreement shall run with the land, and the owners also agree that this Agreement shall be recorded in Teton County, Idaho.

Dated this 18 day of October, 2021.

Sheryl Morton



Stanley Edwards



Amanda Laykaiya/Tom Fergusson



Robert Schleicher



American Land Title Association

ALTA Settlement Statement - Buyer
Adopted 05-01-2015File No./Escrow No.: 614830
Officer/Escrow Officer: Jeanne Atkinson**Alliance Title & Escrow, LLC**
39 W Little Ave.
Ste. 1
Driggs, ID 83422
(208)354-2285Property Address: 1845 S 5000 W
DRIGGS, ID 83422 (TETON)
(RP 04N45E066052 A, OC04N45E066052)Buyer: NORTHCORP 93, LLC
11 West Center
Logan, UT 84321Seller: SHERYL L. MORTON
2827 Galway Court
Idaho Falls, ID 83404

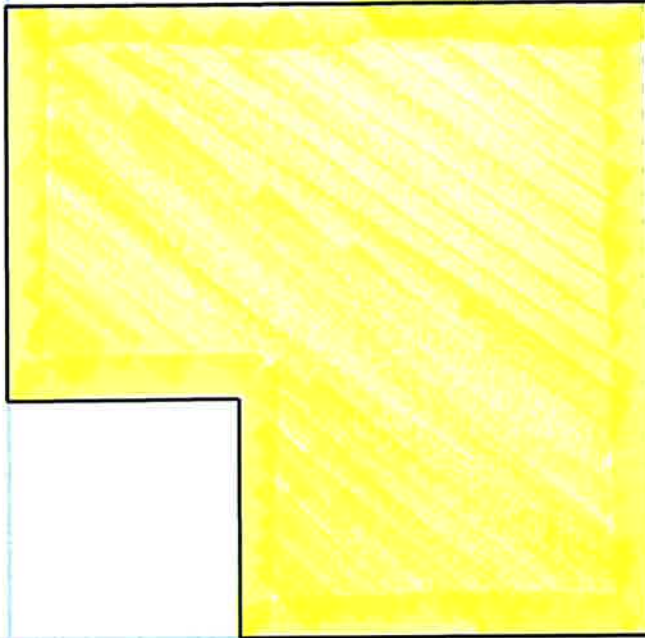
Settlement Date: 8/26/2022

Disbursement Date: 8/26/2022

Description	Buyer	
	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	\$1,450,000.00	
Deposit		\$50,000.00
Reverse 1031 Exchange Fee to Northern Exchange Inc.	\$2,500.00	
Prorations		
County Taxes 1/1/2022 to 8/26/2022 @ \$1,550.46/Year		\$1,006.74
Title Charges		
Title - END 107.9-06 Endorsement(s) to Alliance Title & Escrow, LLC	\$35.00	
Title - Settlement or closing fee to Alliance Title & Escrow, LLC	\$2,225.00	
Title - Wire Processing Fee to Alliance Title & Escrow, LLC	\$40.00	
Title - eRecording Fee paid to Simplifile - Buyer/Borrower to Alliance Title & Escrow, LLC	\$4.75	
Title - eRecording Fee paid to Simplifile - Buyer/Borrower to Alliance Title & Escrow, LLC	\$4.75	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
Recording fees: Deed \$15.00	\$15.00	
	Debit	Credit
Subtotals	\$1,454,839.50	\$51,006.74
Due From Buyer		\$1,403,832.76
Totals	\$1,454,839.50	\$1,454,839.50

TO 1031
guy

CONSUMER PROTECTION ALERT: Alliance Title & Escrow, LLC does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information. If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.



6/2/2025

Scale: 1 inch= 400 feet

File:

Tract 1: 35.1220 Acres, Closure: s61.0616w 0.01 ft. (1/715985), Perimeter=5323 ft.

01 /sw,6,4n,45e
02 /n00.0709w 496.80
03 n0.0709w 824.35
04 n89.5049e 1336.24
05 s0.2032e 1322.59
06 s89.5430w 859.40
07 n00.1230w 499.11

08 s89.3800w 481.21



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 06, 2025

BROADWAY LLC
PO BOX 4246
JACKSON WY 83001-4246

Re: Change in Ownership for Water Right No(s): 22-2048E

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: WATER DISTRICT 01



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 23, 2025

BROADWAY LLC
PO BOX 4246
JACKSON WY 83001

RE: Updating Water Right Ownership/Address

Dear Interested Party,

On February 14, 2025, the Idaho Department of Water Resources (Department) mailed a Notice of Public Meeting to the water right owners of record regarding the initiation of the process to create a water district or modify existing water districts to administer ground water rights in Administrative Basin 22 (Basin 22). The proposed action may affect Basin 22 surface water rights that are currently administered by Water District 01. Undeliverable correspondence was returned to the Department from the United States Postal Service. After reviewing property ownership records of the returned mail, the Department believes you may be the current owner of a property with a recorded water right that requires updating to reflect the current ownership or address.

When a change in ownership or address involving a water right occurs, Idaho Code § 42-248 requires that the current owner submit the appropriate forms, documentation, and fees to the Department. If you are a surface water user in Basin 22 and believe you are the current owner of a water right(s), please follow the instructions on the enclosed forms to update the Department's records. Please disregard this letter if it was sent in error.

You can also find these forms and information about water rights on the Department's website at www.idwr.idaho.gov.

→ Please return the completed form(s) along with the required supporting documentation and fees to: IDWR Eastern Region, 900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718.

If you have any questions regarding this letter, please contact me at (208)-287-4959 or email at riley.kafka@idwr.idaho.gov

Sincerely,

Riley Kafka
Water Resource Agent

Enclosures:

IDWR Change in Address Form
IDWR Notice of Change in Water Right Ownership Form
Map of Water Right Place of Use: 22-2048E

State of Idaho
Department of Water Resources

Water Right

22-2048E

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 5/12/2025



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary



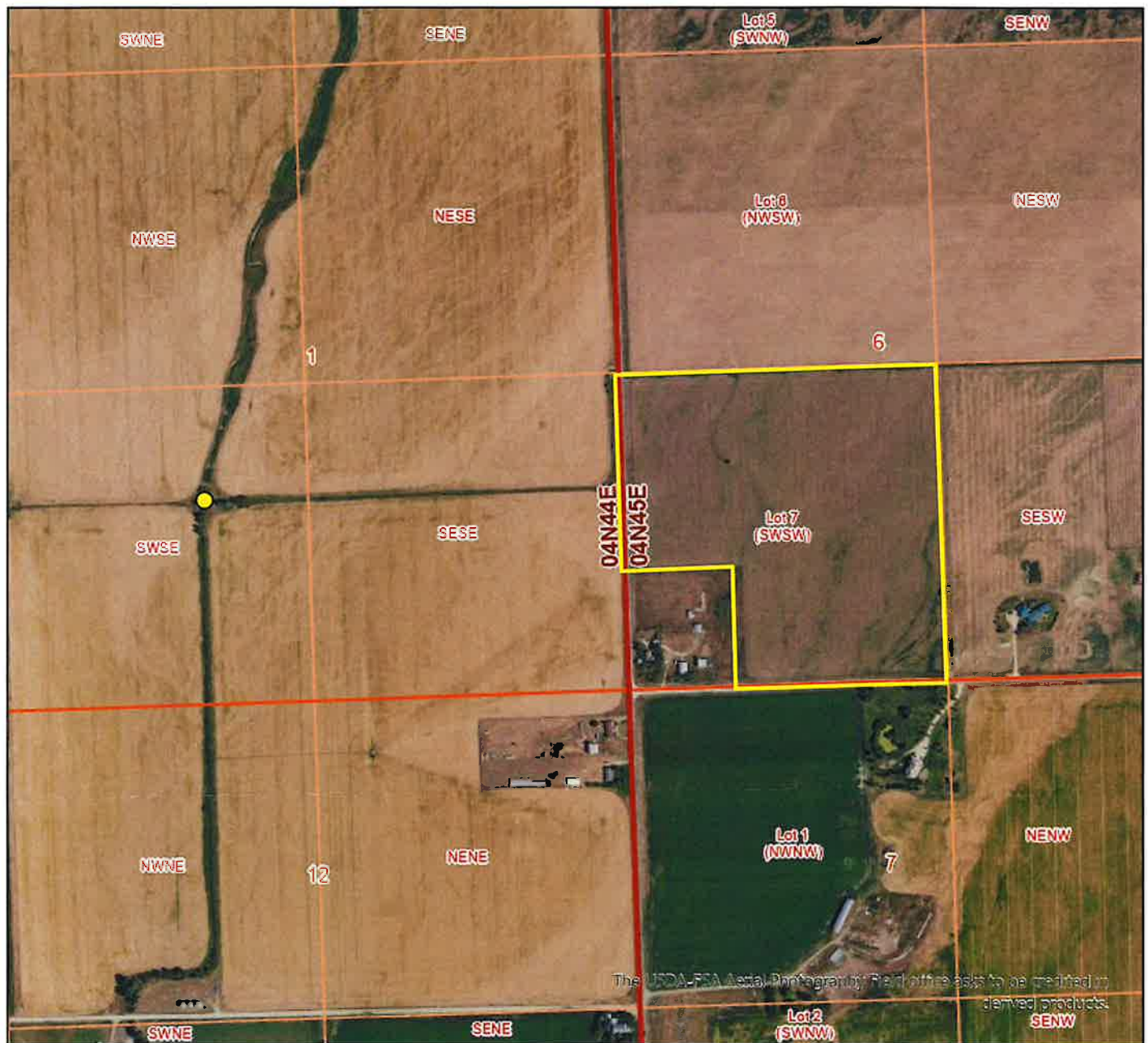
State of Idaho
Department of Water Resources

Water Right

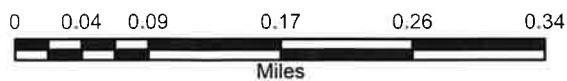
22-2048E

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 5/12/2025



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion

