

RECEIVED

SEP 25 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

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?
87-10239	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: Paul Johnson

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John + Sara Eisenbarth

New owner(s) as listed on the conveyance document

Name connector ☐ and ☒ or19012 131st Place NE

Mailing address

Woodinville

City

WA

State

98072

Zip

206-713-5348

Telephone

jseisen3@hotmail.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

N/A

- ☐ 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: 10/26/2021

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.
 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: Sara R Eisenbarth

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by JA

Date

9-25-2023

Receipt No.

2044069

Receipt Amt.

25.00Active 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 _____

**SETTLEMENT AGREEMENT AMONG HEIRS
PURSUANT TO IDAHO CODE §15-3-912**

This Agreement is made at Moscow, Latah County, Idaho, on this 26th day of October, 2021, by and between SARA R. EISENBARTH, whose address is 19812 131st Place N.E., Woodinville, WA 98072-5767, and BRENT M. JOHNSON, whose address is 16923 S.W. Division St., Aloha, OR 97007-2158.

RECITALS

Paul Lewis Johnson, of Moscow, Latah County, Idaho, died on November 14, 2020, and left a Last Will and Testament, dated August 31, 2020, which has been duly admitted to probate in the 2nd Judicial District Court, in and for the County of Latah, Idaho, and under Case No. CV29-20-0845.

Sara R. Eisenbarth and Brent M. Johnson, as the principal parties to this Agreement, are named as beneficiaries under the Last Will and Testament of Paul Lewis Johnson, deceased.

The parties hereto are, pursuant to Idaho Code §15-3-912, desirous of making a division of that certain portion of the assets of the estate devised to them under the mentioned Last Will and Testament, and in a manner more equitable and specific than is made by the provisions of the Will.

Therefore, in consideration of the mutual love and affection of each of the parties hereto for the others, and in further consideration of the covenants and contracts set forth below, the parties hereto agree as follows:

Section I – Distribution of Estate

Pursuant to Article III of the decedent's Last Will and Testament, Paul Lewis Johnson provided for allocation by written instructions of certain items of tangible personal property from his estate pursuant to the provisions of Idaho Code §15-2-513. After due diligence, no such written instructions were located, and thus no disposition of any such tangible personal property is to be made from the decedent's estate pursuant to Article III of the decedent's Last Will and Testament.

Pursuant to Article IV, the decedent gave and devised all of the rest, residue and remainder of his property and estate share and share alike and equally to his children, namely Sara R. Eisenbarth and Brent M. Johnson.

At the time of his death, the residuary estate of decedent Paul Lewis Johnson included a certain residence and real property commonly known as 1171 Crumarine Loop Rd., Moscow, ID 83843, and more particularly described as follows:

A parcel of land located in the NE1/4SW1/4 of Section 25, T40 N, R5W, BM, and being more particularly described as follows:

Beginning at the northeast corner of the NE1/4SW1/4 of Section 25, T40N, R5W, BM; thence S. $0^{\circ}17'58''$ E., 681.59 feet along the east line of said NE1/4SW1/4 to the TRUE POINT OF BEGINNING.

Thence continuing along said east line S. $0^{\circ}17'58''$ E., 643.36 feet to the southeast corner of said NE1/4SW1/4;

Thence along the south line of said NE1/4SW1/4 N. $89^{\circ}57'19''$ W., 537.76 feet to a point of intersection with a private driveway;

Thence along the centerline of said driveway the following courses:

N. $43^{\circ}20'21''$ E., 46.07 feet;
N. $22^{\circ}25'50''$ E., 142.61 feet;
N. $30^{\circ}05'38''$ E., 50.64 feet;
N. $35^{\circ}50'43''$ E., 70.05 feet;
N. $42^{\circ}33'25''$ E., 66.45 feet;

Thence leaving said centerline N. $0^{\circ}17'58''$ W., 162.79 feet;

Thence N. $22^{\circ}00'59''$ E., 178.49 feet;

Thence S. $89^{\circ}57'19''$ E., 270.94 feet to the TRUE POINT OF BEGINNING.

ALSO INCLUDING a 20 foot square well parcel described as follows:

Beginning at the northeast corner of the NE1/4SW1/4 of Section 25, T40N, R5W, BM; thence N. $89^{\circ}47'37''$ W., 830.48 feet along the north line of said NE1/4SW1/4; thence South 250.17 feet to the TRUE POINT OF BEGINNING.

Thence N. $61^{\circ}53'32''$ E. 20.00 feet;

Thence S. $28^{\circ}06'28''$ E., 20.00 feet;

Thence S. $61^{\circ}53'32''$ W., 20.00 feet;

Thence N. $28^{\circ}06'28''$ W., 20.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 15' wide waterline easement located in the NE1/4SW1/4 of Section 25, T40N, R5W, BM, and being centered over the following described line: Beginning at the northeast corner of the NE1/4SW1/4 of the Section 25, T40N, R5W, BM; thence S. 0°17'58" E., 681.59 feet along the east line of said NE1/4SW1/4; thence N. 89°57'19" W., 270.94 feet; thence S. 22°00'59" W., 47.91 feet to the TRUE POINT OF BEGINNING.

Thence N. 48°14'55" W., 712.56 feet to the end of this easement.

SUBJECT TO AND TOGETHER WITH a 25 foot wide access easement centered over the following described line:

Beginning at the northeast corner of the NE1/4SW1/4 of said Section 25; thence S. 0°17'58" E., 681.59 feet along the east line of said NE1/4SW1/4; thence N. 89°57'19" W., 338.72 feet; thence S. 0°17'58" E., 328.32 feet to a point on the centerline of the existing driveway and the TRUE POINT OF BEGINNING.

Thence along the centerline of said driveway the following courses:

S. 42°33'25" W., 66.45 feet;
S. 35°50'43" W., 70.05 feet;
S. 30°05'38" W., 50.64 feet;
S. 22°25'50" W., 142.61 feet;
S. 43°20'21" W., 46.07 feet to a point on the south line of said NE1/4SW1/4 and also being approximately 4 feet north of the centerline of Crumarine Loop Road and the end of this easement.

Pursuant to Idaho Code §15-3-912, the parties hereto agree that said residence and real property shall be distributed in accordance with this Agreement, and per the following terms and provisions. The parties agree that the fair market value for said residence and real property, as of the date of this Agreement, is \$337,500.00. Said residence and real property shall be distributed to Sara R. Eisenbarth and John R. Eisenbarth, husband and wife, by way of a Deed by Personal Representative, a ^{copy} draft of which is attached hereto and incorporated herein by reference as Exhibit No. 1. In exchange, Sara R. Eisenbarth shall make a cash payment to Brent M. Johnson for one-half (½) the value of said residence and real property, and in the specific sum of \$168,750.00. The parties agree that John R. Eisenbarth is to be identified as a Grantee within the Deed by Personal

Representative for the reason that the funds being allocated to Brent M. Johnson herein consist of community property of Sara R. Eisenbarth and John R. Eisenbarth.

The parties further agree that all remaining assets within the Estate, not otherwise distributed per the terms and provisions of this Agreement, shall be allocated to Sara R. Eisenbarth and Brent M. Johnson, equally, share and share alike, and in accordance with Article IV of the decedent's Last Will and Testament.

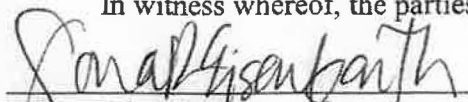
Section II – Receipt for Distributive Shares

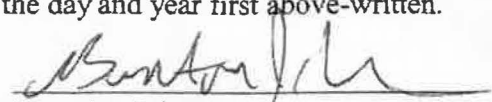
All of the parties hereto agree that they will on reasonable request by the Personal Representative of the Estate sign all necessary receipts and vouchers for their distributive shares of the Estate pursuant to the terms of the decedent's Last Will and Testament, notwithstanding the distribution as herein agreed on, and notwithstanding the Agreement, herein, that the Personal Representative of the Estate shall distribute the Estate in accordance with the provisions of this Agreement.

Section III – Release of Claims

All the parties hereto, in consideration of the covenants herein contained, do hereby mutually release each other from any and all claims of any kind or character which they or any of them may have, by reason of any matter or thing whatever. On the distribution of the portion of the estate devised to the parties hereto, the parties agree that the estate and the Personal Representative thereof shall be released from all claims and demands of whatever nature.

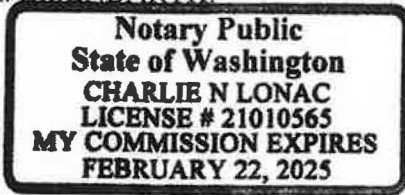
In witness whereof, the parties have set their hands the day and year first above-written.


Sara R. Eisenbarth


Brent M. Johnson

STATE OF WASHINGTON)
) ss.
County of King)

This record was acknowledged before me on this 29th day of October, 2021 by SARA R. EISENBARTH.

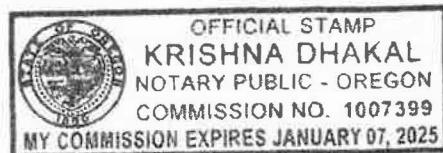


[Signature]
Notary Public for Washington,
Residing at: Woodinville
My Commission Expires: Feb 22 2025

STATE OF OREGON)
) ss.
County of Washington)

This record was acknowledged before me on this 26th day of October, 2021 by BRENT M. JOHNSON.

[Signature]
Notary Public for Oregon,
Residing at: Beaverton, OR
My Commission Expires: 01/07/2025



DEED BY PERSONAL REPRESENTATIVE

KNOW ALL BY THESE PRESENTS:

That SARA R. EISENBARTH, whose address is 19812 131st Place N.E., Woodinville, WA 98072-5767, as the duly appointed Personal Representative of the Estate of PAUL LEWIS JOHNSON (who acquired title to the below described property as "Paul L. Johnson"), deceased, pursuant to the laws of the State of Idaho, does hereby, on behalf of said Estate, quitclaim unto SARA R. EISENBARTH and JOHN R. EISENBARTH, husband and wife, whose address is 19812 131st Place N.E., Woodinville, WA 98072-5767, all of the right, title, and interest of the decedent and his estate in and to the following described real property situated in Latah County, State of Idaho, to-wit:

A parcel of land located in the NE1/4SW1/4 of Section 25, T40 N, R5W, BM, and being more particularly described as follows:

Beginning at the northeast corner of the NE1/4SW1/4 of Section 25, T40N, R5W, BM; thence S. 0°17'58" E., 681.59 feet along the east line of said NE1/4SW1/4 to the TRUE POINT OF BEGINNING.

Thence continuing along said east line S. 0°17'58" E., 643.36 feet to the southeast corner of said NE1/4SW1/4;

Thence along the south line of said NE1/4SW1/4 N. 89°57'19" W., 537.76 feet to a point of intersection with a private driveway;

Thence along the centerline of said driveway the following courses:

N. 43°20'21" E., 46.07 feet;

N. 22°25'50" E., 142.61 feet;

N. 30°05'38" E., 50.64 feet;

N. 35°50'43" E., 70.05 feet;

N. 42°33'25" E., 66.45 feet;

Thence leaving said centerline N. 0°17'58" W., 162.79 feet;

Thence N. 22°00'59" E., 178.49 feet;

Thence S. 89°57'19" E., 270.94 feet to the TRUE POINT OF BEGINNING.

ALSO INCLUDING a 20 foot square well parcel described as follows:

Beginning at the northeast corner of the NE1/4SW1/4 of Section 25, T40N, R5W, BM; thence N. $89^{\circ}47'37''$ W., 830.48 feet along the north line of said NE1/4SW1/4; thence South 250.17 feet to the TRUE POINT OF BEGINNING.

Thence N. $61^{\circ}53'32''$ E. 20.00 feet;
Thence S. $28^{\circ}06'28''$ E., 20.00 feet;
Thence S. $61^{\circ}53'32''$ W., 20.00 feet;
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TOGETHER WITH a 15' wide waterline easement located in the NE1/4SW1/4 of Section 25, T40N, R5W, BM, and being centered over the following described line: Beginning at the northeast corner of the NE1/4SW1/4 of the Section 25, T40N, R5W, BM; thence S. $0^{\circ}17'58''$ E., 681.59 feet along the east line of said NE1/4SW1/4; thence N. $89^{\circ}57'19''$ W., 270.94 feet; thence S. $22^{\circ}00'59''$ W., 47.91 feet to the TRUE POINT OF BEGINNING.

Thence N. $48^{\circ}14'55''$ W., 712.56 feet to the end of this easement.

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Beginning at the northeast corner of the NE1/4SW1/4 of said Section 25; thence S. $0^{\circ}17'58''$ E., 681.59 feet along the east line of said NE1/4SW1/4; thence N. $89^{\circ}57'19''$ W., 338.72 feet; thence S. $0^{\circ}17'58''$ E., 328.32 feet to a point on the centerline of the existing driveway and the TRUE POINT OF BEGINNING.

Thence along the centerline of said driveway the following courses:

S. $42^{\circ}33'25''$ W., 66.45 feet;
S. $35^{\circ}50'43''$ W., 70.05 feet;
S. $30^{\circ}05'38''$ W., 50.64 feet;
S. $22^{\circ}25'50''$ W., 142.61 feet;
S. $43^{\circ}20'21''$ W., 46.07 feet to a point on the south line of said NE1/4SW1/4 and also being approximately 4 feet north of the centerline of Crumarine Loop Road and the end of this easement.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

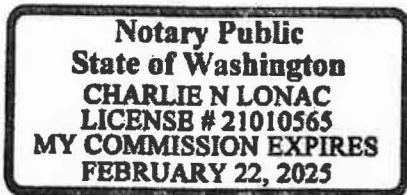
DATED this 29th day of October, 2021.

THE ESTATE OF PAUL LEWIS JOHNSON

By: Sara R. Eisenbarth
Sara R. Eisenbarth
Personal Representative

STATE OF WASHINGTON)
) ss.
County of King)

This record was acknowledged before me on this 29th day of October, 2021 by SARA R. EISENBARTH, as Personal Representative of the ESTATE OF PAUL LEWIS JOHNSON.



Charlie N. Lonac
Notary Public for Washington.
Residing at: Woodinville
My Commission Expires: Feb 22 2025



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 03, 2024

JOHN R EISENBARTH
SARA R EISENBARTH
19812 131ST PL NE
WOODINVILLE WA 98072-5767

Re: Change in Ownership for Water Right No(s): 87-10239

Dear Water Right Holder(s):

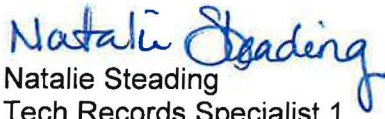
The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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) 762-2813.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)