

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 17 2011

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
78 10306	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Sylvia Dean Gerber (Strupp)

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Idaho Fish and Wildlife Foundation

Name of each new owner as listed on the conveyance document

Jim Deffenbaugh (President)

New owner continued

Name connector

☐ and

☐ or

☐ and/or

Mailing address

PO Box 2254 Boise

ID

83701-2254

City

State

ZIP

208-287-2805

jimd@pacni.org

Telephone

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: 1/4/2011

6. 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.

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

DLO

Date

2-17-11

Receipt No.

CD92445

Receipt Amt.

25.00

Approved by

Processed by

SW

Date

3-9-11

Recording Requested By:

And When Recorded Mail To:

IDAHO FISH AND WILDLIFE FOUNDATION INC.

P.O. BOX 2254

BOISE, ID 83701-2254

T.S. No.: ID-247892-C

Loan No.: 7472721539

APN: RP24N01E280350A

TRUSTEE'S DEED

PIONEER TITLE COMPANY OF ADA COUNTY dba PIONEER LENDER TRUSTEE SERVICES (herein called Trustee) as Successor Trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without warranty, to IDAHO FISH AND WILDLIFE FOUNDATION INC.

, herein called Grantee whose current address is: P.O. BOX 2254, BOISE, ID 83701-2254

, All of the real property situated in the County of Idaho, state of Idaho described as follows:

TOWNSHIP 24 NORTH, RANGE 1 EAST, BOISE MERIDIAN, IDAHO COUNTY, IDAHO, SECTION 28: ALL THAT PART OF THE WEST 1,570 FEET OF THE N1/2NE1/4 LYING SOUTH AND EAST OF THE CENTER LINE OF U.S. HIGHWAY 95 AND NORTH AND WEST OF THE LITTLE SALMON RIVER, SOMETIMES REFERRED TO AS ASSESSOR'S TAX NO. 98.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between SYLVIA D. STRUPP, A SINGLE WOMAN, as Grantor, and INLAND TITLE COMPANY, as Trustee, and CLS MORTGAGE, INC. A WASHINGTON CORPORATION, as Beneficiary, dated 3/7/2007, recorded 3/14/2007, as instrument No. 453985, Book Page , and re-recorded , Mortgage records of Idaho County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(1). Default occurred in the obligations for which such deed of trust was given as security and the beneficiary made demand upon the said trustee to sell property pursuant to the terms of said deed of trust. Notice of Default was recorded 6/22/2010, as Instrument No. 472824, Book , Page , Mortgage records of Idaho County, Idaho and in the office of each County in which the property described in said deed of trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(2). After recording of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said premises and by publishing in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale as Instrument No. 475157, Instrument No. , and Instrument No. Mortgage records of Idaho County, Idaho.

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(3). The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(4). All requirements of law regarding the mailing, personal service, posting, publication and recording of the notice of default, and Notice of Sale and for all other notices have been complied with.

(5). Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of the property.

(6). Trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder thereof, the property herein described for the sum of \$250,030.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, and advanced costs.

Dated: 1/10/2011

PIONEER TITLE COMPANY OF ADA COUNTY
dba PIONEER LENDER TRUSTEE SERVICES



Ronald W. Jantzen
Vice President

State of _____) ss.
County of _____)

On _____ before me, _____, a Notary Public personally appeared, _____ who proved to me on the basis of satisfactory evidence to 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.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE _____

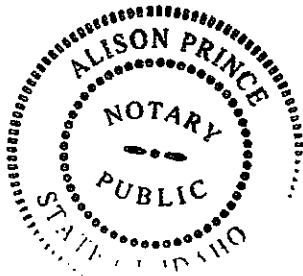
-ACKNOWLEDGEMENT- LIMITED LIABILITY COMPANY

STATE OF IDAHO)

)ss.

COUNTY OF ADA)

On this 10 day of January, in the year 2010, before me, the undersigned, a Notary Public in and for the said state, personally appeared **Ronald W. Jantzen** known to me to be the Vice President of PIONEER TITLE COMPANY OF ADA COUNTY DBA PIONEER LENDER TRUSTEE SERVICES, LLC, a Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said Company and acknowledged to me that the 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.



A handwritten signature of Alison Prince in cursive script, written over a horizontal line.

NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT: BOISE, IDAHO
EXPIRATION DATE: 8/4/2015

Property Boundarf
in Yellow

Stockwater Right is for
entire Property
Domestic is for
house only

N45°23'45.6"

NE Corner

W116°20'28.32"

SE Corner

Slatager Bridge

Residence
T 24 N R 1 E
Section 28
Part of N E NE

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Image USDA Farm Service Agency

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Eye alt 4229 ft

Imagery Date: Jun 24, 2009

45°23'43.06" N 116°20'22.81" W elev 1860 ft