

11/03/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 1-10412

NAME AND ADDRESS: H MICHAEL KING
5606 MESADA ST
ALTA LOMA CA 91737

CARRIE L KING
5606 MESADA ST
ALTA LOMA CA 91737

SOURCE: WATSON SLOUGH

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.020 CFS
8.08 AFY

PRIORITY DATE: 12/28/1979

POINT OF DIVERSION:
T03S R34E S20 NENE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.020 CFS 8.08 AFY

PLACE OF USE: IRRIGATION Within BINGHAM County
T03S R34E S20 Lot 6 NENE 3.0

3 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 1-7043.

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

The right holder must obtain adequate supplemental water for the irrigation season that natural flow is not available.

Use of water under this water right will be regulated by the watermaster of State Water District No. 01.

11/03/2005

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 1-10412

H MICHAEL KING
5606 MESADA ST
ALTA LOMA CA 91737
Telephone Number: (908) 987-3810

CARRIE L KING
5606 MESADA ST
ALTA LOMA CA 91737
Telephone Number: (908) 987-3810

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation, no changes need to be made.

DATE: 11/16/05 SIGNATURE: Carrie L King
Please print your name: Carrie L. King

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

PROFILED

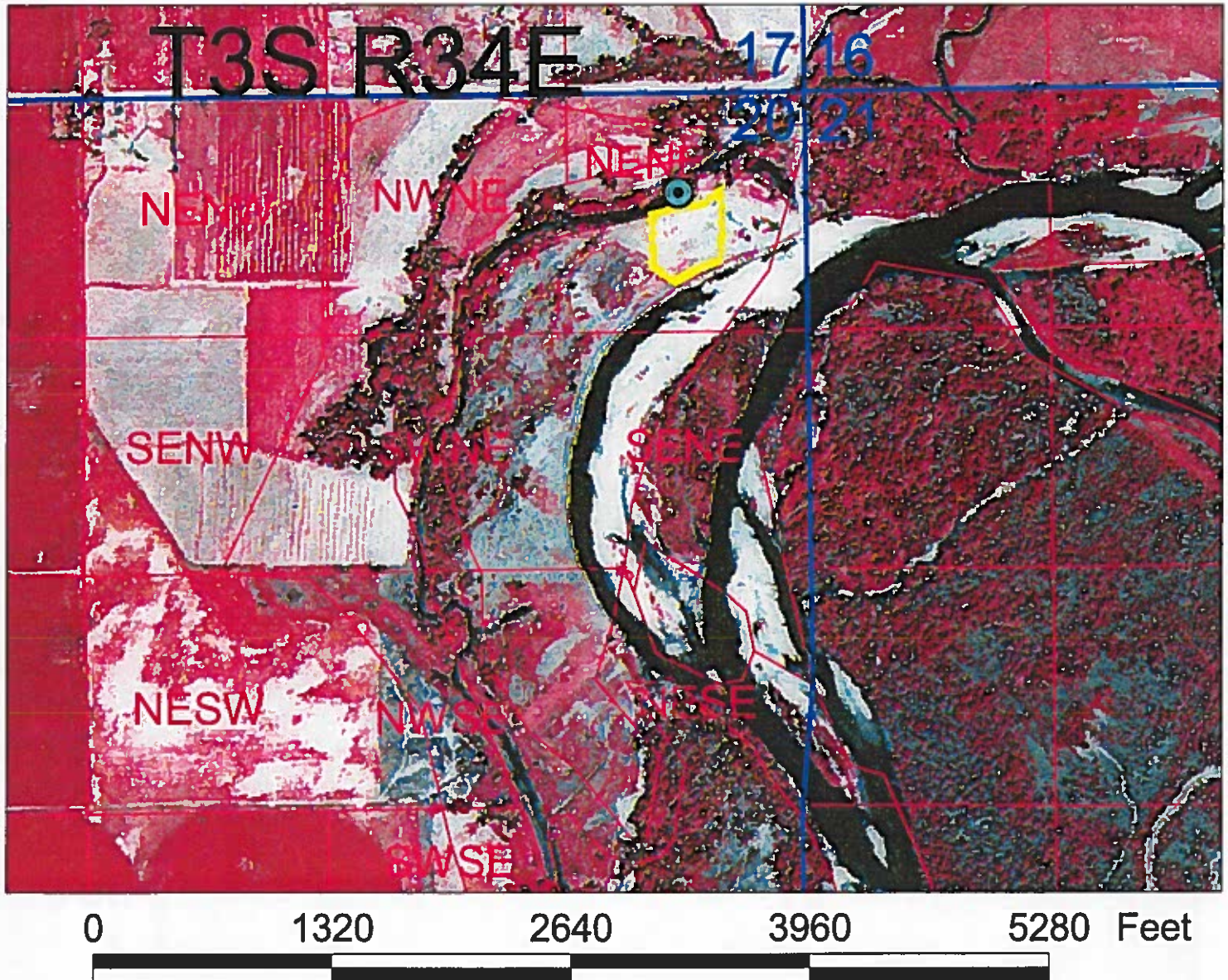
**SCANNED
DEC 05 2005**

**RECEIVED
NOV 28 2005**
Department of Water Resources
Eastern Region



Department of Water Resources

Claim No.: 01-10412



● Point of diversion

□ Place of Use

□ Sections

□ QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: November 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 3, 2003

H MICHAEL & CARRIE L KING
5606 MESADA ST
ALTA LOMA CA 91737

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 01-10412

Dear Mr. & Mrs. King:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Kristen Forsgren
Office Specialist 1

Enclosure

SCANNED
JAN 11 2005

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OK JC 12-3-03

Form 42-14842-1409(8) Feb. 2000

RECEIVED

DEC 01 2003

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
01-10412	0.02 CFS, 8.08 a/c, 3 acres				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (If necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY or SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) R. Sade + Ingrid Siddoway
318 S 1000 W Blackfoot ID 83221
4. New Owner/Claimant(s) H. Michael + Carrie L. King
 Name Connector (Check one: [] and, [] or, [] and/or)
- New Mailing Address 5606 Mesada St
- City, State and ZIP Code Alta Loma, CA 91737
- New Telephone Number 909 987-3810
5. Date you acquired the property 10/6/03

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JAN 11 2005

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6. If the change in ownership ☐ Tests the entire water right for each water right or ☐ Adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

no split

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>0226699</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.0001 8.18 AFA</u>	<u>0.0001 8.18 AFA</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) H. Michael King
(include title if applicable) Cassie King

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by _____	Date _____	Fee _____	
Received by _____	Date _____	Receipt No. _____	
Processed by _____	Date _____	WR _____	Date _____

SCANNED
JAN 11 2005

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B48945

533087 WARRANTY DEED*BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHOFEE 6.00 DEF 5.00

For Value Received R. Jade Siddoway and Ingrid L. Siddoway, husband and wife

2003 OCT -9 PM 4:41

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RECORDED AT THE REQUEST OF

Harold M. King and Carrie L. King, husband and wife

FIRST AMERICAN TITLE COMPANY

whose address is: 318 South 1000 West, Blackfoot, Id 83221

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

Parcel 1:

A portion of Lot 6 of Section 20, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, described as:

Beginning at a point on the South side of an existing Slough that is N. 89°35'00" W. 475.00 along the section line and S. 00°25'00" W. 505.39 feet from the NE corner of said Section 20 and running thence S. 00°25'00" W. 467.74 feet to the North Bank of the Snake River; thence S. 67°03'30" W. 209.61 feet along said North bank to an existing fence line; thence N. 57°55'30" W. 545.26 feet along said existing fence line to the South side of said existing Slough; thence along said Slough the following Seven (7) courses: (1) N. 78°13'27" E. 257.19 feet; thence (2) N. 61°27'58" E. 95.63 feet; thence (3) N. 45°48'10" E. 148.19 feet; thence (4) N. 50°22'26" E. 45.11 feet; thence (5) N. 60°35'32" E. 106.54 feet; thence (6) N. 81°48'34" E. 34.45 feet; thence (7) S. 63°16'49" E. 61.32 feet to the point of beginning.

Parcel 2:

A 30 foot road non-exclusive right-of-way easement for ingress and egress in the grantees and others, the centerline of which is described as: Beginning at a point on the N. line of said Section 20, which is 107.75 feet W. of the NE corner of said Section 20, and running thence S. 13°58'19" W. 45.26 feet to a point on a curve; thence to the left along said curve 88.45 feet (Curve Data: Delta = 63°46'39", Radius 80.36 feet); thence S. 49°48'20" E. 39.09 feet to a point on a curve; thence to the right along said curve 37.22 feet (Curve Data: Delta = 51°58'43", Radius = 41.03 feet); thence S. 2°10'23" W. 543.67 feet to a point on a curve; thence to the right along said curve 159.60 feet (Curve Data: Delta = 66°03'35", Radius = 138.42 feet); thence S. 68°14'18" W. 351.79 feet; thence S. 67°03'30" W. 209.61 feet to the point of terminus.

SCANNED

JAN 11 2005

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SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

X R. Jade Siddoway
R. Jade Siddoway

X Ingrid L. Siddoway
Ingrid L. Siddoway



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 1, 2003

H MICHAEL & CARRIE KING
5606 MESADA ST
ALTA LOMA CA 91737

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP 01-10412 &
CHECK NO. 9354 FOR \$25.00

Dear Mr. & Mrs. King:

I am returning the above referenced check because a fee is not required to change the ownership of this right. I will process your request as soon as possible, and send you a copy for your files.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

18-68-1220 9354

11/25/03

H. MICHAEL KING
CARRIE L. KING
5606 MESADA ST. PH. 909-987-3810
ALTA LOMA, CA 91737

Pay to the order of (DRW) \$ 25-
Twenty five & 00/100 Dollars

Bank of America
Alta Loma Branch 1173
8700 Baseline
Alta Loma, CA 91701

For _____

SCANNED

JAN 11 2005

PROFILED



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 4, 2003

R JADE & INGRID SIDDOWAY
318 S 1000 W
BLACKFOOT ID 83221

RE: CHANGE IN OWNERSHIP FOR 01-10399

Dear Mr. & Mrs. Siddoway:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

01-10399 split into:

01-10411: 0.25 cfs, 105 afa, 39 acres, Shrader

01-10412: 0.02 cfs, 8.08 afa, 3 acres, Siddoway

01-10413: 0.03 cfs, 13.46 afa, 5 acres, Sandow

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Crabtree

Technical Records Specialist

SCANNED

JAN 11 2005

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>01-7043</u>	<u>01-10399</u>	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) LARK G AND MAXINE R. SHRADER
1001 W 300 S RIVERBEND RD BLACKFOOT, ID 83221
4. New Owner/Claimant(s) B. Jade and Ingrid L. Siddoway
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 318 South 1000 West
- City, State and ZIP Code Blackfoot, ID 83221
- New Telephone Number 208 684-4926
5. Date you acquired the property 91, 92 timeframe

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 JUL 24 2003

Department of Water Resources
 Eastern Region

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JAN 11 2005

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>01-7043</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.08 cfs</u>	<u>4 ACRES</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	<u>0.08 cfs</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Ingred L. Siddaway

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

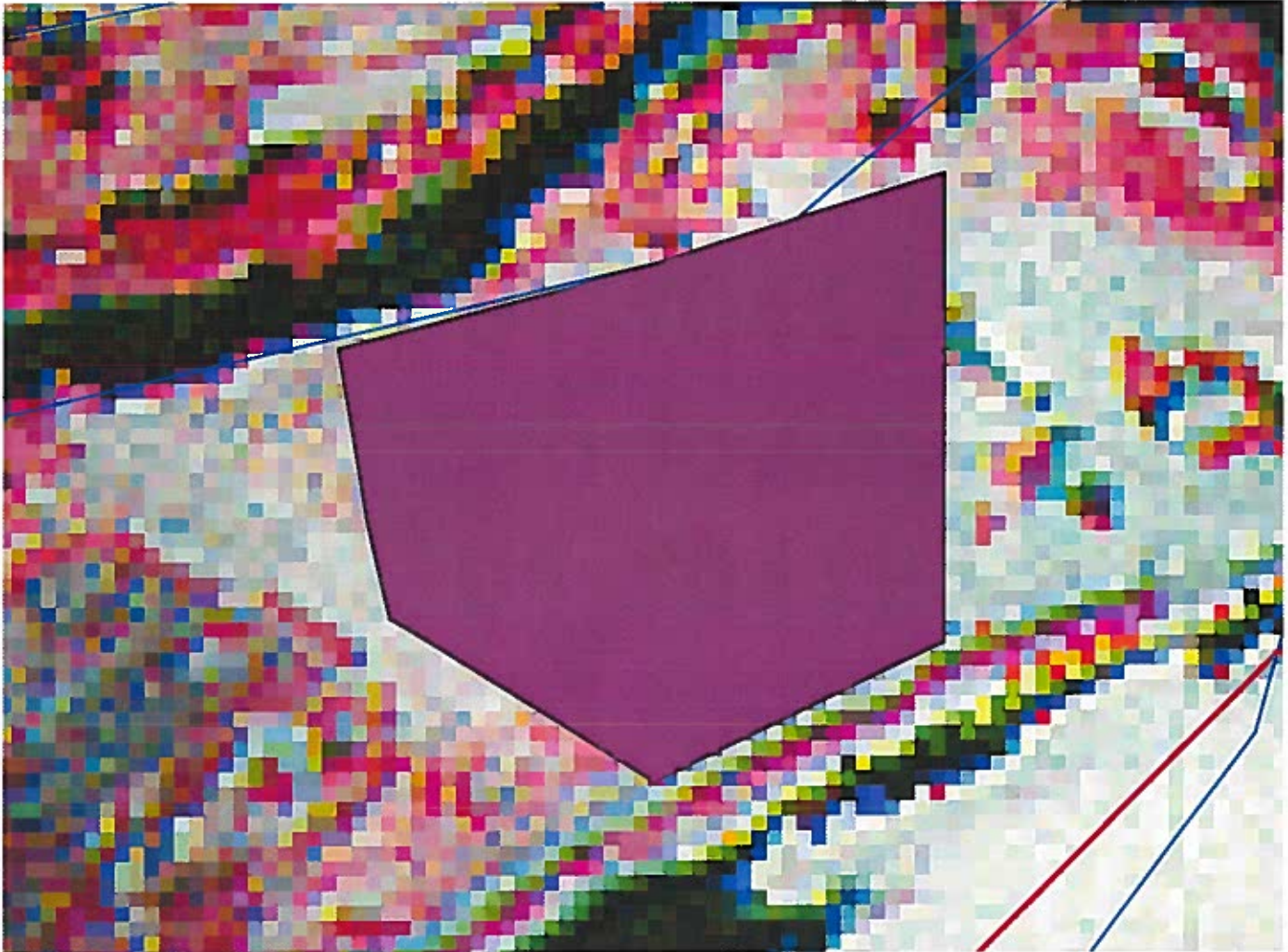
Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

FILED

SCANNED
JAN 11 2005

01-10412

Siddoway



0.02 0 0.02 0.04 Miles

-  Siddoway.shp
-  POD-AJ ClaimClaim POD
-  Administrative BasinsAdminbas.shp
-  Township/Range
-  Sections
-  QQs



SCANNED
JAN 11 2005

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 1-10412
Date Received: 8/1/2003
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

H MICHAEL KING Phone: (908) 987-3810
5606 MESADA ST
ALTA LOMA CA USA 91737

CARRIE L KING Phone: (908) 987-3810
5606 MESADA ST
ALTA LOMA CA USA 91737

2. Date of Priority: 12/28/1979

3. Source: SNAKE RIVER , SNAKE RIVER , SNAKE RIVER , SNAKE RIVER , SNAKE RIVER ,
SNAKE RIVER Trib. to: COLUMBIA RIVER , COLUMBIA RIVER , COLUMBIA RIVER , COLUMBIA
RIVER , COLUMBIA RIVER , COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
03S	34E	20	SW	SE	11	BINGHAM	
03S	34E	20	NE	SE	11	BINGHAM	
03S	34E	20	SW	NE	10	BINGHAM	
03S	34E	20	NW	NE	6	BINGHAM	
03S	34E	20	NE	NE	6	BINGHAM	
03S	34E	20	NW	SE	11	BINGHAM	

5. Description of diverting works:

PORTABLE PUMP WITH DIESEL MOTOR, PIPELINE AND SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.02	8.08

7. Total Quantity Appropriated is:
0.02 C.F.S. and/or 8.08 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03S	34E	20	NE	NE 6	IRRIGATION	3
					Section Acres	3
					Total Acres	3

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 01-10399.

15. Basis of Claim: License

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 1-10412
Date Received: 8/1/2003
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

R JADE SIDDOWAY Phone: (208)684-4926
318 S 1000 W
BLACKFOOT ID USA 83221

INGRID L SIDDOWAY Phone: (208)684-4926
318 S 1000 W
BLACKFOOT ID USA 83221

2. Date of Priority: 12/28/1979

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
03S	34E	20	SW	SE	11	BINGHAM	
03S	34E	20	NE	SE	11	BINGHAM	
03S	34E	20	SW	NE	10	BINGHAM	
03S	34E	20	NW	NE	6	BINGHAM	
03S	34E	20	NE	NE	6	BINGHAM	
03S	34E	20	NW	SE	11	BINGHAM	

5. Description of diverting works:

PORTABLE PUMP WITH DIESEL MOTOR, PIPELINE AND SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.02	8.08

7. Total Quantity Appropriated is:
0.02 C.F.S. and/or 8.08 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
03S	34E	20	NE	NE	6	IRRIGATION	3
						Section Acres	3
						Total Acres	3

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 01-10399.

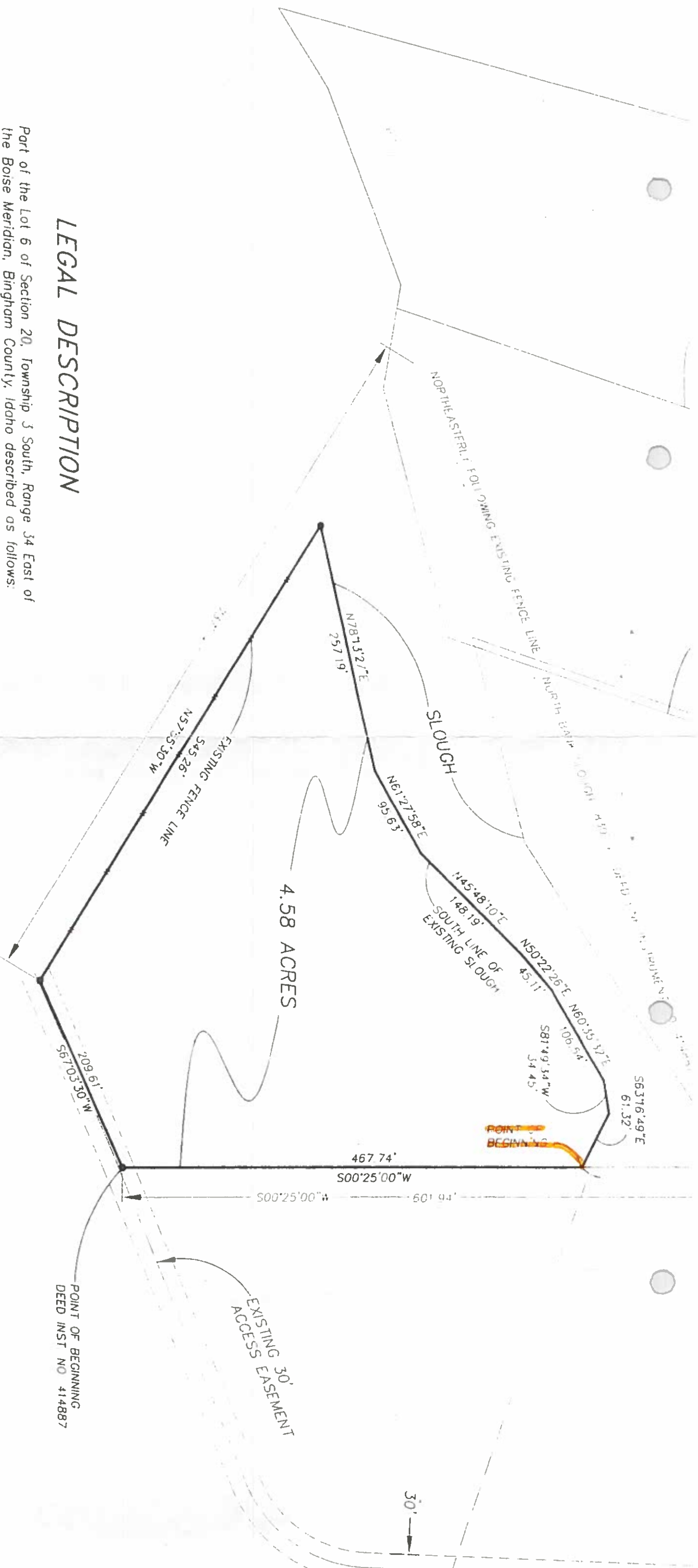
15. Basis of Claim: License

LEGAL DESCRIPTION

Part of the Lot 6 of Section 20, Township 3 South, Range 34 East of the Boise Meridian, Bingham County, Idaho described as follows:

Beginning at a point on the South side of an existing Slough that is N.89°35'00"W. 475.00 feet along the section line and S.00°25'00"W. 505.39 feet from the Northeast corner of said Section 20 and running thence S.00°25'00"W. 467.74 feet to the North bank of the Snake River, thence S.67°03'30"W. 209.61 feet along said North bank to an existing fence line; thence N.57°55'30"W. 545.26 feet along said existing fence line to the South side of said existing Slough; thence along said Slough the following seven (7) courses: (1) N.78°13'27"E. 257.19 feet; thence (2) N.61°27'58"E. 95.63 feet; thence (3) N.45°48'10"E. 148.19 feet; thence (4) N.50°22'26"E. 45.11 feet; thence (5) N.60°35'32"E. 106.54 feet; thence (6) N.81°49'34"E. 34.45 feet; thence (7) S.63°16'49"E. 61.32 feet to the point of beginning.

Parcel contains 4.584 acres.



PROFILED

SCANNED

JAN 11 2005

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

Prepared By:
F. GILBERT

[Space Above This Line For Recording Data]

3020003302
[Escrow/Closing #]

0002057423855092
[Doc ID #]

DEED OF TRUST

MIN 1000157-0001750061-8

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 03, 2002, together with all Riders to this document.

(B) "Borrower" is
R JADE SIDDOWAY, AND INGRID L SIDDOWAY, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
4500 Park Granada, Calabasas, CA 91302-1613

(D) "Trustee" is
FIDELITY NATIONAL TITLE INSURANCE CO.
P.O. BOX 32695 PHOENIX, AZ 85064-

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 03, 2002. The Note states that Borrower owes Lender
ONE HUNDRED FORTY SIX THOUSAND and 00/100

IDAHO -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP -6A(1D) (0005)
CON/V/A

CHL (08/00)

VMP MORTGAGE FORMS - (800)521-7291

Initials: JS
Form 3013 1/01

23991

020574238000002006A

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Dollars (U.S. \$ 146,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2017 .

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of BINGHAM

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: RP0260701
318 SOUTH 1000 WEST, BLACKFOOT

which currently has the address of

Idaho 83221-6085 ("Property Address"):
[Zip Code]

[Street/City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in the Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

R JADE SIDDOWAY (Seal)
-Borrower

INGRID L SIDDOWAY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF IDAHO,

County ss:

On this _____ day of _____, before me,
personally appeared _____, a Notary Public in and for said county and state,

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they 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.

Notary Public residing at:

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JAN 11 2005

Prepared by: F. GILBERT

COUNTRYWIDE HOME LOANS, INC.

BRANCH #194
277 N MILWAUKEE STREET
BOISE, ID 83704-
(208)378-0520
Br Fax No.: (208)373-7993

DATE: 12/03/2002
CASE #:
DOC ID #: 0002057423855092
BORROWER: R JADE SIDDOWAY
PROPERTY ADDRESS: 318 SOUTH 1000 WEST
BLACKFOOT, ID. 83221-6085

LEGAL DESCRIPTION EXHIBIT A

PARCEL I:

Part of the Lot 6 of Section 20, Township 3 South, Range 34 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point on the south side of an existing Slough that is North 89°35'00" West 475.00 feet along the Section line and South 00°25'00" West 505.39 feet from the Northeast corner of said Section 20 and running thence South 00°25'00" West 467.74 feet to the North bank of the Snake River; thence South 67°03'30" West 209.61 feet along said North bank to an existing fence line; thence North 57°55'30" West 545.26 feet along said existing fence line to the South side of said existing Slough; thence along said Slough the following seven (7) courses: (1) North 78°13'27" East 257.19 feet; thence (2) North 61°27'58" East 95.63 feet; thence (3) North 45°48'10" East 148.19 feet; thence (4) North 50°22'26" East 45.11 feet; thence (5) North 60°35'32" East 106.54 feet; thence (6) North 81°49'34" East 34.45 feet; thence (7) South 63° 16'49" East 61.32 feet to the Point of Beginning.

PARCEL II:

Together with and subject to a 30 foot road right-of-way easement for ingress and egress the centerline of which is described as:

Beginning at a point on the North line of said Section 20, Township 3 South, Range 34 East, Boise Meridian, Bingham County, Idaho, which is North 89°35'00" West 107.75 feet from the NE corner of said Section 20, and running thence South 13°58'19" West 45.26 feet to a point on a curve; thence to the left along said curve 89.45 feet (Curve Data: Delta=63°46'39", Radius 80.36 feet); thence South 49°48'20" East 39.09 feet to a point on a curve; thence to the right along said curve 37.22 feet (Curve Data: Delta = 51°58'43", Radius = 41.03 feet); thence South 2°10'23" West 543.67 feet to a point on a curve; thence to the right along said curve 159.60 feet (Curve Data: Delta = 66°03'35", Radius = 138.42 feet); thence South 68°14'18" West 351.79 feet; thence South 67°03'30" West 209.61 feet to the Point of Terminus

FHA/VA/CONV
Legal Description Exhibit A
2C4041XX (11/01)

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JAN 11 2005