

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 COEUR D'ALENE-SPOKANE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 49576

Claim ID: 91-8084

Date Received: _____

Receipt No: _____

Claim Fee: 25.00 By: _____

RECEIVED

AUG 18 2025

DEPT. OF WATER RESOURCES

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW For Domestic and/or Stockwater Purposes Where Daily Use is less than 13,000 gallons per day

Please type or print clearly

- Name of claimant(s) Katie L. Cain Phone (208) 582-0589
Mailing address 19856 B St. Joe River Rd St. Maries ID Zip 83861
Street or Box City State
Email address (optional) katiepriddy@gmail.com
- Date of priority: (Only one per claim) ? ? 1967 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water or Other () (a) _____
which is tributary to (b) _____
- Location of point of diversion is: Township T46N, Range R1E, Section 36,
SE 1/4 of SE 1/4, or Govt. Lot _____ BM, County of Shoshone;
Parcel no. 46N01E369400
Additional points of diversion, if any: _____
If available, GPS coordinates: _____
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
Well with pump + pipe line, hose spigot
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For Domestic purposes from 1-1 to 12-31 amount .04
Month/Day Month/Day cfs or AFY ()
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed .04 cfs (X) or AFY ()
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
RV Hookup not to exceed 13,000 gpd and not to exceed 1/2 acre of irrigation

SCANNED

AUG 21 2025

9. Location of place of use is: Township TYON, Range R1E, Section 36,
SE 1/4 of SE 1/4, Govt. Lot _____ BM, Parcel no. _____

for (check one) Domestic Stock Domestic and Stock If different than shown in Item 4

Additional places of use, if any _____

10. In which county(ies) are lands listed above as place of use located? Shoshone Id

11. Do you own the property listed above as place of use? Yes No
If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None

13. Remarks (include an explanation of the priority date selected):
On or about the year the original owner S. William Hoag
Purchased the land and built the R.V. cover and drilled well.

14. Basis of claim (check one) Beneficial Use Posted Notice License Permit Decree
Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

- (a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Coeur d'Alene-Spokane River Basin Water System Adjudication."
- (b.) I/We do do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 5

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Kenny J Cain Date: 7/20/25

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____ of _____,
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. Notice of Appearance:

Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) _____ Claim ID _____

Date: 08/01/2018

Warranty Deed
- continued

File No.: 691059-SM (ps)

EXHIBIT A

The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 36, Township 46 North, Range 1 East, Boise Meridian, Shoshone County, State of Idaho.

AND

That portion of Lot 8, Section 31, Township 46 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho that lies West of the St. Joe River highway right of way as shown by survey recorded as Instrument No. 330211.

EXCEPT: The South 270 feet of said Lot 8, Section 31, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho

ALSO EXCEPT: A parcel of land situated in the Southeast 1/4 of the Southeast Quarter of Section 36, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at the Government brass cap which marks the Southeast corner of Section 36, Township 46 North, Range 1 East, Boise Meridian, thence

North along the section line between Sections 36 and 31, a distance of 465 feet, to the True Point of Beginning which is point number 1, marked with a steel rod driven 3 feet into the ground; thence

North 45° West a distance of 600 feet to point number 2, marked with a steel rod driven 3 feet into the ground; thence

Due South a distance of 889.26 feet to an intersection with the East-west section line between Section 36 and Section 1 to point number 3 which is a steel rod driven three (3) feet into the ground; thence

North 45° East, 600 feet the True point of beginning.

495174 '18 AUG 8 PM 2:53

Instrument # 495174

WALLACE, SHOSHONE COUNTY, IDAHO

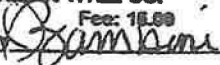
8-8-2018 02:53:58 PM No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE CO.

PEGGY DELANGE-WHITE Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED





RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# SMR 8108 DATE July 5, 2018

2 LISTING AGENCY St Maries Realty Office Phone # (208) 245-4502 Fax # (208) 245-4508

3 Listing Agent Suzy Epler E-Mail suzyrhe@hotmail.com Phone # (208) 245-4502

4 SELLING AGENCY St Maries Realty Office Phone # (208) 245-4502 Fax # (208) 245-4508

5 Selling Agent Suzy Epler E-Mail suzyrhe@hotmail.com Phone # (208) 245-4502

6

7 **1. BUYER: Wade J Priddy & Katie L Priddy**

8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

9 "PROPERTY" COMMONLY KNOWN AS 19856 B St. Joe River Rd

10 St. Maries City Shoshona County, ID, Zip 83361 legally described as:

11 9200:342213 SESE LESS PRT 38-46-1, 9400:348166 38-46-1, PORTION LOT 8 W OF COUNTY ROAD 31-46-2 143-42

12 OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initialed by BUYER

13 and SELLER.)

14

15 **2. \$300,000.00 PURCHASE PRICE: Three Hundred Thousand Dollars And Zero Cents**

16 payable upon the following TERMS AND CONDITIONS (not including closing costs):

17 This offer is contingent upon the sale, refinance, and/or closing of any other property Yes No

18

19 **3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.**

20 (A) \$1,000.00 EARNEST MONEY: BUYER hereby offers One Thousand Dollars And Zero Cents

21 DOLLARS as Earnest Money in the following form cash personal check cashier's check note (due date): _____

22 other _____ and receipt is hereby acknowledged OR BUYER will deliver

23 Earnest Money within _____ business days (three [3] if left blank) of acceptance.

24 Earnest Money to be deposited in trust account upon receipt or upon acceptance by BUYER and SELLER or other _____

25 and shall be held by: Listing Broker Selling Broker Closing Agency other _____

26 for the benefit of the parties hereto.

27 **THE RESPONSIBLE BROKER SHALL BE: Charles Epler**

28 (B) ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH

29 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER

30 within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or

31 proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement

32 Cash proceeds from another sale: Yes No

33 (C) \$250,000.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing

34 FIRST LOAN of \$ 250,000.00 not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL

35 DEVELOPMENT, OTHER _____ with interest not to exceed 5% for a period of 30 year(s) at: Fixed Rate Other _____

36 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

37 SECOND LOAN of \$ _____ through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER _____

38 with interest not to exceed _____ % for a period of _____ year(s) at: Fixed Rate Other _____

39 LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance

40 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt

41 ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject

42 to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less

43 than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to

44 reduce the purchase price to meet the appraised value. SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt thereof

45 to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other

46 terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

47 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of

48 the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in

49 accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct

50 Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

51 If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel

52 this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was

53 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written

54 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably

55 withheld.

56 (D) \$0.00 ADDITIONAL FINANCIAL TERMS:

57 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

58 Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

59 (E) \$49,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at

60 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

61 BUYER'S initials WJP X KLP Date 7/5/2018 11:38 AM PDT SELLER'S initials CEH X PEA Date 7/5/2018

PROPERTY ADDRESS: 19856 B St. Joe River Rd, St. Maries, Idaho 83861

ID#: SMR 18108

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing. 1. Buyer to have First Right of Refusal when Seller sells adjoining house and acreage. 2. Buyer would have option to rent house at \$800.00 a month, calculated per diem, beginning July 15, 2018.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: None

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: None

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Within 5 business days (six [6] if left blank) of final acceptance of all parties SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees. If any

(B). TITLE COMPANY: The parties agree that First American Title Company Title Company located at 831 Main Ave. St. Maries, ID 83861 shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials WDP Date 7/5/2018 11:36 AM PDT

SELLER'S Initials SMR, P.S.H. Date July 5 2018

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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

July 12, 2024

KATIE L PRIDDY
19856 B ST JOE RIVER RD
ST MARIES ID 83861

RE: Water Right Change in Ownership

Dear Interested Parties:

The Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 31, 2024. However, no water right was found in relation to the property.

Because there is no water right on the property in question, the Department is returning your Notice. A refund of \$25 has been requested and will be mailed to you under a separate cover letter.

If you have any questions regarding this matter, please contact me at (208) 762-2800.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)