

Discussion with Evan at Coeur d'Alene
office
suggested ~~ad~~ send information plus
check to Boise then 14 items
plus map of well location would be
returned to Coeur d'Alene office
for water right license to be official
or claim

SCANNED

MAY 28 2021

RECEIVED
SEP 23 2019
DEPARTMENT OF
WATER RESOURCES

Date Received _____

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time to file an adjudication claim as allowed under Section 42-1409(8), Idaho Code.

TERRY and PATSY GREGORY 208 882-7098
Name of Claimant Phone Number
800 PARK DRIVE MOSCOW ID. 83843
Mailing Address City State Zip
LATAH 1st Water Right License 4-7-2016
County(ies) where place of use is located Date claim originally due
Water right stays with Gregory's - water share agreement 4-2017
Identify water right(s) for which extension is requested

State why an extension of time is requested, explaining how a diligent effort has been made to meet the deadline:

1st water right registered in Gregory's Custom Sausage.
owner informed that water right stayed with meat plant
However contract with new owners of meat plant an agreement
was signed to leave water right with Gregorys and
share water and operating expenses of private well
with Terry and Patsy Gregory retaining water right license

Claimant requests an extension to Correspondence with Coeur d'Alene, 2019

Started and August 2019 - Completion ~ before Sept 30, 2019
Signature Date of request

Terry Gregory - Owner
Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [☒ granted] [☐ denied] for the following reasons:

and if granted the filing deadline is extended to September 23, 2019

Signed this 23rd day of September, 2019

Cathy Fritcher
Director or his designated agent

4.6 Well Water. The Real Property is provided with water via a private well located on what will be the remaining property retained by the Seller. A shared well water agreement shall be prepared by Seller and provided to Buyer on or before April 10, 2017. Buyer shall have until 3 p.m. on April 12, 2017 to provide written objects or the Buyer will be deemed to have approved the agreement. The shared well water agreement will provide that the Buyer and Seller shall each benefit in the production of water from the private well; that the power for the operation of the shared well will be paid by the owner of the Real Property; that each property owner using the water from the well will share in the other costs for the maintenance of the well; that if the well shall cease to provide sufficient water for both parties, then the owner of the Real Property subject to this Agreement shall be required to drill a new well within the said Real Property; and that each property owner shall be responsible for each of the property owner's respective water distribution system. Additional terms and conditions shall be set forth in the agreement. All water rights associated with the Real Property shall be retained by the Seller.

C
*Item 4.6 as STATED IN commercial
Real Estate purchase sale and
agreement.*

Gregory's Custom SAUSAGE - Terry and PATSY
Gregory entered an agreement to sell small meat
plant to SAM HUNT - C+L Lockers, 2017

Terry and Patsy Gregory own Property
The well is located on and the water Right
license # 87-10083.

In contract Terry and Patsy Gregory agreed
to a shared well water agreement with
Sam Hunt. The Gregory's and Sam Hunt
will share in costs of maintenance of the well.

Enclosed is a check for \$54.00
for recording fee of water right
to Terry and Patsy Gregory

8027 H.W. 8'E Moscow ID 83843
or 800 PARK DRIVE MOSCOW ID 83843

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 PALOUSE RIVER BASIN WATER
SYSTEM

CIVIL CASE NUMBER: 59576

Ident. Number: 87-10083
Date Received:
Receipt No:
Claim Fee:
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

~~GREGORYS CUSTOM SAUSAGE~~
~~3025 HWY 8 E~~
~~MOSCOW ID 83843~~

Phone: ~~(208) 883-8870~~

TERRY GREGORY
~~3025 HWY 8 E~~
~~MOSCOW ID 83843~~

AND/OR

Terry Gregory
Gregory's SAUSAGE Seasonings
3027
AND/OR Moscow Idaho
83843

Phone: ~~(208) 883-8870~~ ThC.

PATSY GREGORY
~~3025 HWY 8 E~~
~~MOSCOW ID 83843~~

Patsy Gregory
800 PARK DRIVE
Moscow Idaho
83843

Phone: ~~(208) 883-8870~~ ThC.

2. Date of Priority: 4/7/2016

3. Source: GROUND WATER ✓

Trib. to:

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
39N	05W	15	NE SW		LATAH	

5. Description of diverting works:

WATER FROM DRILLED WELL 87-70-N-9 PUMPED TO INSIDE OF MEAT PROCESSING FACILITY &
~~EXTERNAL HOSES-SPIGOTS~~

by pass extends water to C+L lockers (previously Gregory's
Custan Sausage)

6. Water is used for the following purposes:

Purpose	From	To
Domestic use in seasoning building Then to small meat plant		(C.F.S.) (or) (A.F.A.) (0.04) (2.8)

DOMESTIC

01/01 12/31

0.04

2.8

7. Total Quantity Appropriated is:

0.04 C.F.S. and/or 2.8 A.F.A.

8. Non-irrigation uses:

9. Place of use:

DOMESTIC within LATAH County

Township	Range	Section	¼	of	¼	Lot	Acres
39N	05W	15	NW		SW		

10. Do you own the property listed above as place of use? No

If your answer is no, describe in remarks below the authority you have to claim this water right.

yes Latah County

11. Other Water Rights Used:

This water right is contracted to share water with existing small meat plant previously sold (Gregory's Custom Sausage)

12. Remarks:

Priority Date Explanation:

sausage seasoning business. + share water with small meat plant.

Domestic use is for a small meat processing facility.

This right does not grant any right-of-way or easement across the land of another.

The irrigation occurring under this domestic use shall not exceed 1/2 acre.

13. Basis of Claim: License current license filed to Gregory's made April 7 2016

14. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the PALOUSE River Basin Adjudication." (b.) I/We do do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

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): *Perry Gregory* Date: 9-15-2019
Patsy Gregory Date: 9-15-2019

For Organizations:

I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____
Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
Title Organization

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

