

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 13 2018
Department of Water Resources
Eastern Region

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
31- 7489	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
31- 7489 31-12446	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: TOAHUAN FOODS LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): 72 POTTER ROAD LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 376 ST. JOHNS GOLF DR. ST. AUGUSTINE FL 32092
Mailing address City State ZIP
- 904-392-7201 KEVIN@HUMICGROWTH.COM
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ 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: MAY 21 2018
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- 135 ACRES FOOT
- ☐ 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: [Signature] MANASON 8/13/18
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 JB Date 8/13/2018 Receipt No. E044298 Receipt Amt. \$100.-

Active 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 JB Processed by JB Date 11/9/2018

IN FILE # 31-7489

INDUSTRIAL REAL ESTATE PURCHASE AGREEMENT

This Industrial Real Estate Purchase Agreement ("Agreement") is entered into this 17th day of October, 2017, by and between Idahoan Foods LLC ("IFLLC"), on the one hand, and Humic Growth Solutions, Inc. ("HGS"), on the other.

1. **PARTIES TO CONTRACT** - The Parties to this contract are IFLLC, sometimes referred to as "Seller," whose address is 357 Constitution Way, Idaho Falls, ID 83402, on the one hand; and HGS, sometimes referred to as "Buyer," whose address is 709 Eastport Road, Jacksonville FL 32218. Buyer reserves the right to substitute another owned or controlled entity to take title to the Property, upon consummation of this Agreement.
2. **PROPERTY** - The property ("Property") is that certain real property constituting not less than eleven acres and containing an industrial building of 100,000 square feet, located at 72 Potato Road, Dubois ID. The legal description is attached hereto as Exhibit "A."
3. **TOTAL PURCHASE PRICE**: Five hundred thousand dollars US (\$500,000.00).
4. **DEPOSIT**: Upon execution of this Agreement, HGS will deliver to IFLLC the sum of twenty-five thousand dollars (\$25,000), an amount equal to five percent of the purchase price, intended as earnest money.
5. **TERMS**: This is a cash purchase, to be paid at closing. There is no financing contingency.
6. **TITLE**: IFLLC shall convey merchantable title by Warranty Deed, subject to conditions, zoning, restrictions and easements of record, which do not restrict or interfere with the intended use of the Property. An abstract of title shall be furnished promptly to HGS upon execution of this Agreement.
7. **ESCROW AND CLOSING**: This sale shall be scheduled for closing in ninety (90) days, or if possible, sooner.
8. **CLOSING COSTS**: Seller shall pay for title insurance. Other closing costs shall be split by Buyer and Seller as customary in the State of Idaho. Buyer and Seller represent there are no real estate brokers or agents involved in this transaction.
9. **CONDITION OF PROPERTY**: This purchase and sale is intended to be "As Is Where Is," with the Property in its present condition, subject to the "Additional Terms," included herewith in paragraph 12.
10. **WATER RIGHTS**: IFLLC will include with the sale and effect the transfer of water rights related to the Property, in the amount of 135 acre feet per year, which is equivalent to one hundred twenty thousand (120,000) gallons per day.
11. **PHYSICAL INSPECTION**: HGS shall have the right to inspect the Property for a period of thirty (30) days, after the execution of this Agreement by IFLLC. HGS's obligation to close the purchase is contingent on its approval of the current condition of the Property. HGS's right to cancel and withdraw from this Agreement, based on the results of its physical inspection, shall expire after thirty days.
12. **ADDITIONAL TERMS**:
 - (1) IFLLC will provide HGS with a copy of the existing Phase One Environmental Reports from 2006, for HGS's review and approval.
 - (2) All equipment, including but not limited to the existing storage silos, shall remain on the Property and be part of the purchase herein, except for the small boiler that has already been sold by IFLLC to another party. This additional equipment (to be included in the purchase) shall be identified by HGS, after a walk through inspection. Any equipment that HGS does not identify to be part of the purchase shall be removed from the Property by IFLLC, at IFLLC's cost and expense.
 - (3) IFLLC shall provide to HGS any and all information pertaining to the Property in the possession or control of IFLLC, upon request.
 - (4) Time is of the essence for this Agreement. HGS's offer shall be deemed withdrawn if no acceptance is received by close of business on October 21st, 2017.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

AGREED TO THIS 17th DAY OF OCTOBER 2017

IDAHOAN FOODS, L.L.C

 *Oct. 20, 2017*
By: Drew Facer, its CEO

HUMIC GROWTH SOLUTIONS, INC.


By: Ryan Merritt, Its Vice-President



WARRANTY DEED

Order No.: 204526AM

FOR VALUE RECEIVED

Idahoan Foods LLC, fka North American Foods, LLC, a Delaware Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

72 Potato Road, LLC, a Florida limited liability company

whose current address is:

376 Saint Johns Golf Drive
Saint Augustine, FL 32092

the grantee(s), the following described premises, in Clark County, Idaho, TO WIT:

See Attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: February 23, 2018

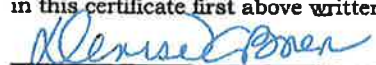
Idahoan Foods LLC

BY 
Drew Facer, CEO

State of Idaho} ss
County of Bonneville}

On this 26 day of February, 2018, before me, the undersigned a Notary Public in and for said state, personally appeared Drew Facer known or identified to me to be the Managing Member in the Limited Liability Company known as Idahoan Foods LLC, fka North American Foods, LLC, a Delaware Limited Liability Company who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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 for the State of Idaho

Residing at: Ammon, Idaho
Commission Expires: My Commission Expires: 2/27/2021

DENISE O'BRIEN
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "A"

374759

Part of the Northeast Quarter of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as:

Beginning at a point on the West right of way line of the Union Pacific Railroad and the South line of a county road that is North $89^{\circ}55'48''$ West 1135.67 feet along the North line of said Section 28 from the Northeast corner of said Section 28 and running thence South $03^{\circ}41'19''$ East 1325.33 feet along said West right of way line to a point on the South line of the North Half of the Northeast Quarter; thence North $89^{\circ}54'00''$ West 416.17 feet along said South line of the North Half of the Northeast Quarter; thence North $00^{\circ}19'20''$ West 526.61 feet; thence North $88^{\circ}56'01''$ West 17.03 feet; thence North $01^{\circ}34'54''$ West 40.69 feet; thence North $87^{\circ}24'18''$ East 16.50 feet; thence North $01^{\circ}15'43''$ West 38.23 feet; thence North $89^{\circ}11'36''$ West 6.32 feet; thence North $00^{\circ}20'38''$ East 715.64 feet to the North line of said Section 28 and also the South line of the county road; thence South $89^{\circ}55'48''$ East 338.41 feet along the Section line and the South line of the county road to the Point of Beginning.

EXHIBIT "A"

Part of the NE 1/4 of Section 28, Township 9 North, Range 36 East, Boise Meridian, Clark County, Idaho, described as: Beginning at a point on the West right of way line of the Union Pacific Railroad and the South line of a county road that is North 89°55'48" West 1135.67 feet along the North line of said Section 28 from the NE corner of said Section 28 and running thence South 03°41'19" East 1325.33 feet along said west right of way line to a point on the South line of the N 1/2 of the NE 1/4; thence North 89°54'00" West 416.17 feet along said South line of the N 1/2 of the NE 1/4; thence North 00°19'20" West 526.61 feet, thence North 88°56'01" West 17.03 feet; thence North 01°34'54" West 40.69 feet, thence North 87°24'18" East 16.50 feet, thence North 01°15'43" West 38.23 feet, thence North 89°11'36" West 6.32 feet, thence North 00°20'38" East 715.64 feet to the North line of said Section 28 and also the South line of the county road; thence South 89°55'48" East 338.41 feet along the section line and the South line of the county road to the point of beginning

TOGETHER with all improvements, easements, hereditaments and appurtenances therein

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations, and other agreements apparent or of record

A handwritten signature in blue ink is located above a circular stamp. The stamp contains the letters 'S' and 'D' in a stylized, overlapping arrangement.

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/18/2015

WATER RIGHT NO. 31-7489

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IDAHOAN FOODS LLC PO BOX 130 LEWISVILLE, ID 83431-0130 (208)374-5600
Original Owner	RDO PROCESSING LLC PO BOX 265 DUBOIS, ID 83423 (208) 374-5600
Original Owner	BLAINE LARSEN FARMS INC PO BOX 188 HAMER, ID 83425 (208)662-5295

Priority Date: 11/06/1987

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	01/01	12/31	1 CFS	676 AFA
Total Diversion			1 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNE|Sec. 28|Township 09N|Range 36E|CLARK County

GROUND WATER|NWNE|Sec. 28|Township 09N|Range 36E|CLARK County
 GROUND WATER|NWNE|Sec. 28|Township 09N|Range 36E|CLARK County

Licensed Diversion Capacity: 1.66

Place(s) of use:

Place of Use Legal Description: COMMERCIAL CLARK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
09N	36E	16		SWNE										
				NWSE										
		21		NWNE			SWNE							
				SESE										
		22		SWNW			SENE							
				NESW			NWSW			SWSW			SESW	
		27		NWNE										
				NENW										
		28		NENE			NWNE							
				NESE			SESE							

Conditions of Approval:

- Commercial use is for a potato processing plant.
The place of commercial use authorized by this approval includes land upon which wastewater may be applied for irrigation purposes to satisfy water quality requirements. Water diverted under this approval shall not be used for irrigation unless the water is first used in the commercial facility as authorized by this water right.
- WD8 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T07 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
- R02 Prior to the diversion and use of water under Transfer approval 76848, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion, in accordance with Department specifications.
- 115 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T08 Prior to the diversion and use of water under this approval, the right holder shall comply with applicable water quality permitting requirements administered by the Department of Environmental Quality or the Department of Agriculture.
- 106 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 110.
- R05

Dates:

Licensed Date: 05/27/1997

Decreed Date:

Permit Proof Due Date: 4/1/1990

Permit Proof Made Date: 2/22/1990

Permit Approved Date: 3/27/1989

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 11/06/1987

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 110

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

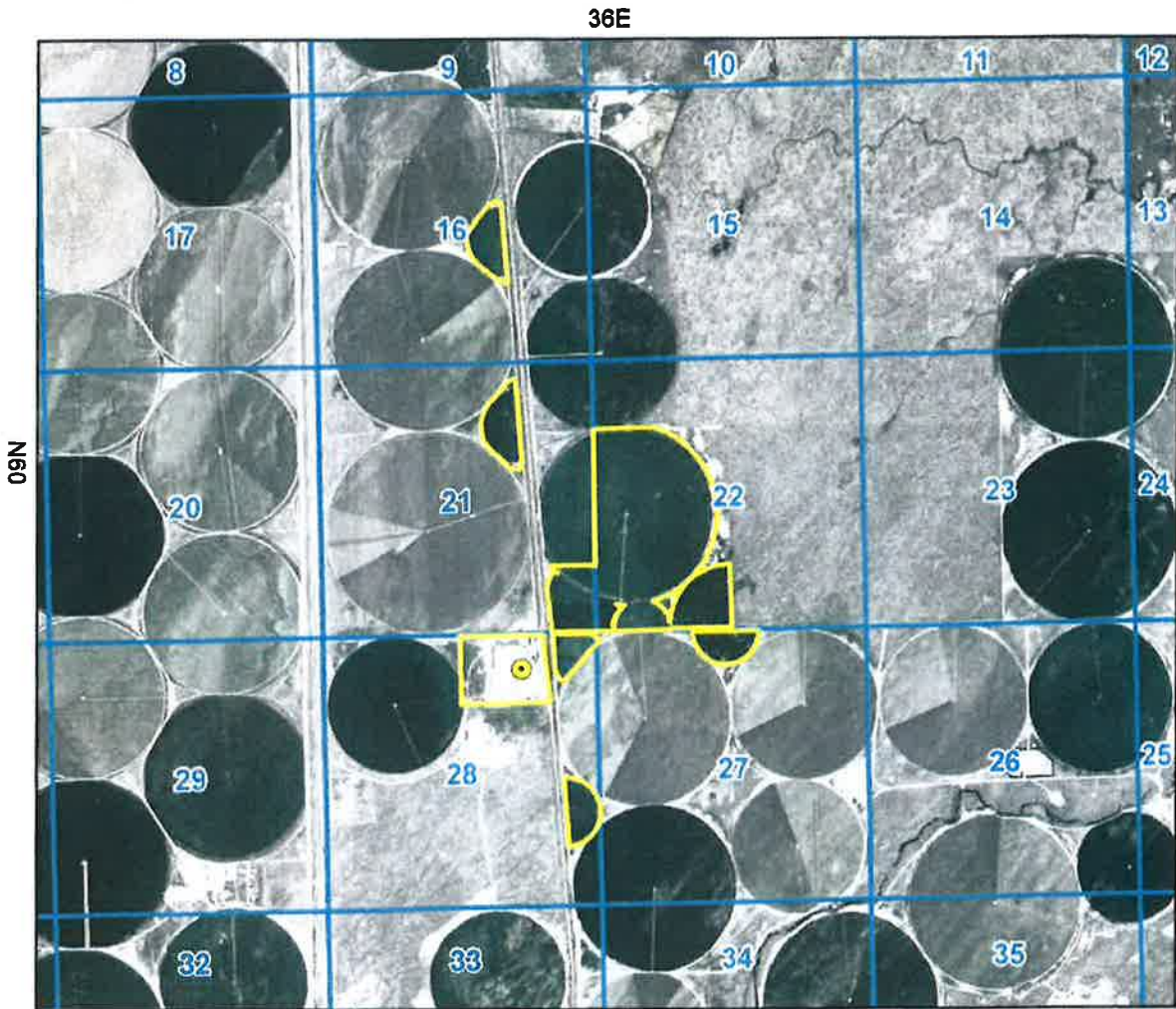
Close

State of Idaho
Department of Water Resources

Water Right
31-7489

COMMERCIAL

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



0 0.425 0.85 1.7 Miles

-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections



Water Right Split to 72 Potato Road LLC

Pre-sale

Water Right #	Source	CFS	AF	Water Use	Owner
31-7489	GROUND WATER	1.00	676.00	COMMERCIAL	IDAHOAN FOODS INC

Sold to 72 Potato Road LLC

31-7489	GROUND WATER	0.20	135.00	COMMERCIAL	72 POTATO ROAD, LLC
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Retained by Idahoan

31-7489	GROUND WATER	0.80	541.00	COMMERCIAL	IDAHOAN FOODS INC
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State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 13, 2018

72 Potato Road LLC
376 St Johns Golf Dr
St Augustine FL 32092

RE: Change of Ownership for Water Rights 31-7489 (split into 31-7489 and 31-12446)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Idahoan Foods LLC
Water District 110
Jefferson Clark Ground Water District



Idahoan Foods, LLC
357 Constitution Way, Idaho Falls, ID 83402-3538
208.542.3700 800.635.6100 www.idahoan.com

RECEIVED
AUG 13 2018

Department of Water Resources
Eastern Region

May 21, 2018

72 Potato Road, LLC
376 Saint Johns Golf Drive
Saint Augustine, FL 32092

Re: Water Right Split

To whom it may concern:

Idahoan Foods, LLC, recently sold to 72 Potato Road, LLC, a 135 acre-foot portion of water right no. 31-7489 as part of the Dubois Plant. It appears that 72 Potato Road, LLC, has not yet filed a notice of change in water right ownership with the Idaho Department of Water Resources (IDWR) to reflect this change. We kindly ask that 72 Potato Road promptly file an ownership change so that the records of IDWR can be updated to reflect current ownership. To facilitate this, I have enclosed for your convenience copies of the following documents:

1. IDWR Notice of Change in Water Right Ownership
2. Industrial Real Estate Purchase Agreement
3. Deed from Idahoan to 72 Potato Road
4. IDWR Water Right Report for water right no. 31-7489. This shows Idahoan as the sole owner of this right. Upon filing the Notice of Change of Water Right Ownership IDWR will split this right, with the 135 acre-feet owned by 72 Potato Road being assigned a new water right number.
5. Spreadsheet showing how water right no. 31-7489 has been split between Idahoan Foods and 72 Potato Road.

I would appreciate it if you would provide me with a courtesy copy of your ownership change filed with IDWR so that I know this has been taken care of.

Should you have any questions, please give me a call at (208) 525-2256.

Sincerely,

TODD SCOTT
Director of Engineering