

WASHINGTON STATE
DRYLAND GRAIN & LEGUME FARMS

AVAILABLE

SEALED BID OFFERING

WALLA WALLA COUNTY
& COLUMBIA COUNTY, WA



6,608.30

MULTIPLE FARM PARCELS

BIDS DUE TUESDAY, AUGUST 29, 2023 | 4:00 PM (PT)

《多多数量》,"我们是我们的一定,你们就是是我们的一个,我们也是一个人们





PREMIUM WASHINGTON STATE DRYLAND GRAIN & LEGUME FARMS AVAILABLE

SEALED BID OFFERING, MULTIPLE FARM PARCELS BIDS DUE TUESDAY, AUGUST 29, 2023 | 4:00 PM (PT)

Agribusiness Trading Group and Peoples Company are pleased to announce that four, noncontiguous tracts of dryland farm ground will be made available and sold via a sealed bid offering. This portfolio of farms may be purchased individually or in any combination of farms. All bids will be due by Tuesday, August 29 @ 4:00 PM (PT).

This portfolio of premium dryland farms consists of three farms located in Columbia County, Washington, and one in Walla Walla County, Washington. Farm ground located in the foothills of Washington State's Blue Mountains is highly sought after and well known for its high rainfall which allows for a continuous crop rotation of grain and legumes and production of very high yields.

Bordered by the Snake River to the north and the Columbia River to the west, this collection of farm assets is ideally situated in the heartland of Washington State's premier grain production area. This region is well known for producing high-quality grain that is primarily shipped via barge to Portland, Oregon on its way to the export markets overseas.

High-value farmland in this area is a tightly held asset with ownership often transferring from generation to generation and rarely coming up for sale to the public. These farms would be a great addition to an existing farm operation or a smart investment for a Buyer looking to diversify their asset portfolio.

For more information and to request the full information package, please contact Adam Woiblet or Steve Bruere.

ADAM WOIBLET

President & Designated Broker Agribusiness Trading Group

509.520.6117 Adam@AgTradeGroup.comWA LIC 25065

STEVE BRUERE

President
Peoples Company

515.222.1347 Steve@PeoplesCompany.comWA LIC 130577

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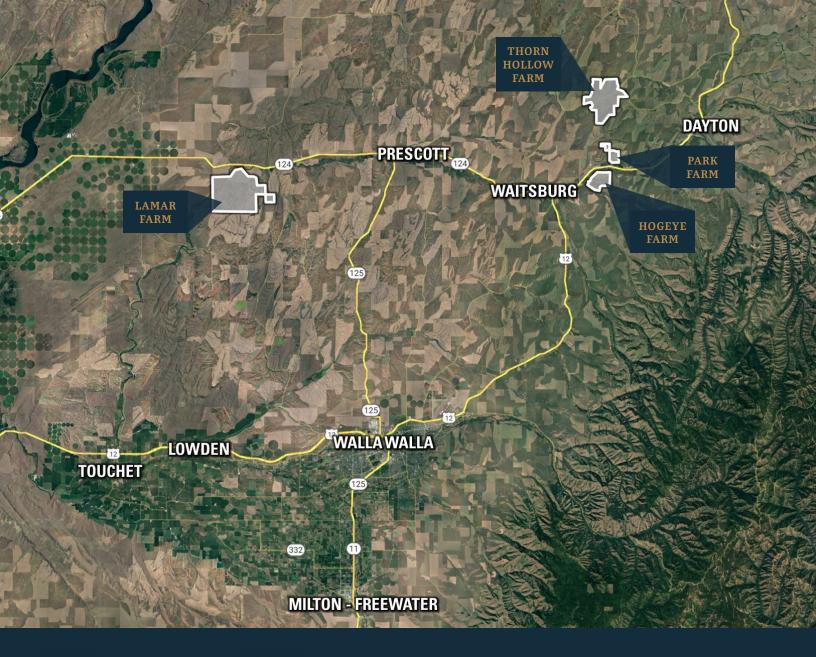












Dremium Farms

DIRECTIONS FROM WALLA WALLA, WA:

PARK FARM: 297.05 ACRES M/L

Travel northeast on US Highway 12 for 17 miles before turning right in Waitsburg, WA and continuing northeast on Highway 12 for another 4 miles. Turn left and head north on the farm driveway/easement to reach the Park Farm.

HOGEYE FARM: 571.62 ACRES M/L

Travel northeast on US Highway 12 for 17 miles before turning right in Waitsburg, WA and continuing northeast on Highway 12 for another 1.5 miles. Turn right and head east on Lower Hogeye Road for .75 miles and the Hogeye Farm will be on the north side of the road.

THORN HOLLOW FARM: 2,080.89 ACRES M/L

Travel northeast on US Highway 12 for 17 miles, turn left and travel east on Preston Avenue for 1 block. Turn right and travel north on Main Street for .25 miles before turning left on Bolles Road. Travel west on Bolles Road for 1.75 miles before turning right and heading north on Mckay Alto Road. Travel north on Mckay Alto Road for 5 miles and then turn right on Kellogg Hollow Road. Travel east on Kellogg Hollow Road for 2.5 miles and the Thorn Hollow Farm will be on both sides of the road.

LAMAR FARM: 3,658.74 ACRES M/L

Travel north out of town on Highway 125 for approximately 17 miles before turning left and heading west on Highway 124. Travel west on Highway 124 for approximately 7 miles and turn left on Lyons Ferry Road. Travel south a short distance before turning into the farm driveway/easement immediately after the bridge.

The Thorn Hollow Farm consists of 2,080.89 m/l deeded acres with approximately 1,813.44 cropland acres per the Farm Service Agency (FSA), of which 25.08 acres are currently enrolled in the Conservation Reserve Program (CRP). The farm is located west of Dayton, Washington in an area that receives 18-20 inches of rainfall per year, per the NRCS. Primary soil types include Athena and Walla Walla silt loam.

This farm has been operated by a well-respected local tenant for several years under a cash-rent lease, which expires on October 1, 2025. The terms of the lease include a base rent due in two installments, an additional rent amount that is only due if the gross proceeds per acre reach a certain threshold, and a rental payment for the CRP acres. The Tenant is responsible for all operations costs while the Landlord is responsible for all property taxes.

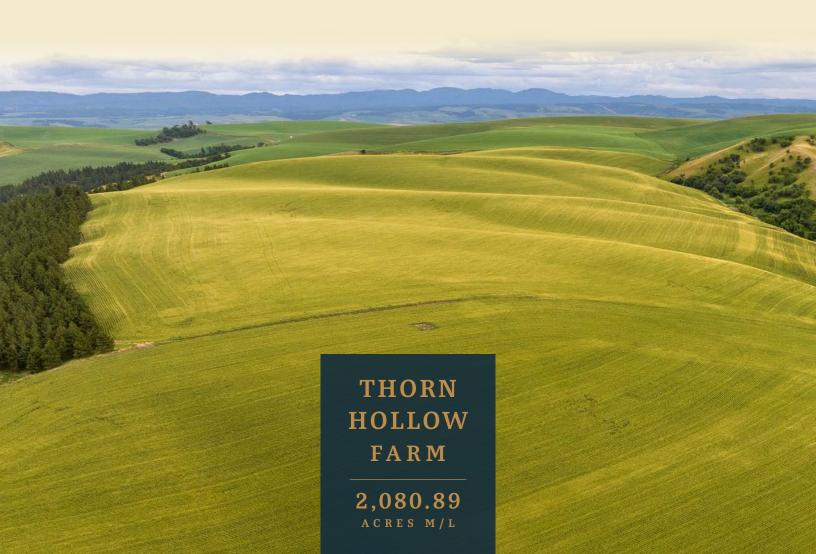
The historical crop rotation has included winter and spring wheat varieties and legumes, such as dry peas. The farm has been operated under an annual crop rotation, usually with 100% of the farm in production each year using typical

farming practices for the area. APH records show an average annual approved yield, since 2013, of 94 bushels per acre for winter wheat crops and a county T-yield of 73 bushels per acre for the area within which this farm lies.

Conservation practices have been actively applied to the farm with the establishment of permanent introduced grasses and legumes (CP-1) on 14.75 acres, which expire on September 30, 2026, and permanent native grasses (CP-2) on 10.33 acres, which expire on September 30, 2023. The Tenant receives the entire CRP payment and is responsible for all installation and mid-management activities.

The current tenant would welcome the opportunity to continue to lease and operate this farm for a new owner on a long-term basis.

There are no structures located on this farm.

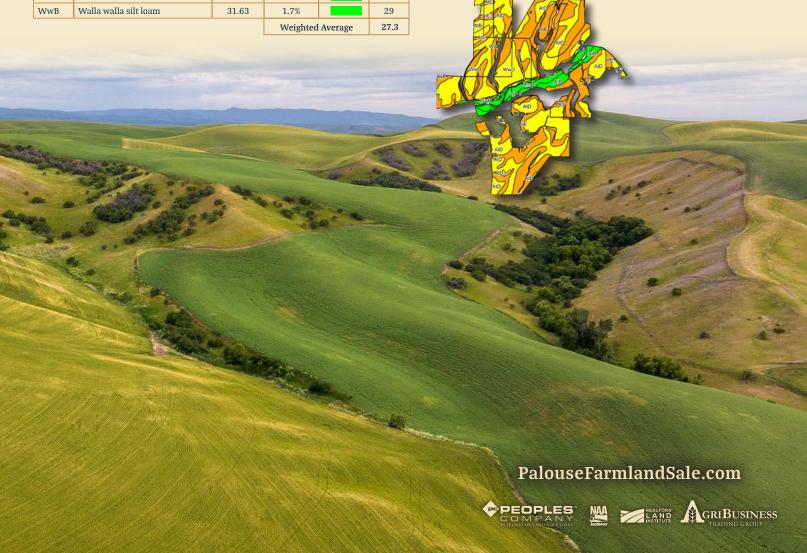






Code	Soil Description	Acres	% of field	Legend	NCCPI
Ate	Athena silt loam	667.78	36.8%		16
AtD	Athena silt loam	521.34	28.7%		48
WwD	Walla walla silt loam	285.94	15.8%		25
WwE	Walla walla silt loam	95.72	5.3%		7
HmA	Hermiston silt loam	76.83	4.2%		24
AtF	Athena silt loam	51.43	2.8%		9
AtB	Athena silt loam	39.23	2.2%		57
WwB	Walla walla silt loam	31.63	1.7%		29
		Weighted Average		27.3	

The Thorn Hollow Farm consists of 2,080.89 m/l deeded acres with approximately 1,813.44 cropland acres per the FSA, of which 25.08 acres are currently enrolled in the CRP.



LAMAR FARM

The Lamar Farm consists of 3,658.74 m/l deeded acres with approximately 2,654.03 cropland acres per the FSA, of which 237.66 acres are currently enrolled in the Conservation Reserve Program (CRP) and 18.47 acres are currently enrolled in the Conservation Reserve Enhancement Program (CREP). This farm is located northwest of Walla Walla, Washington in an area that receives 13-14 inches of rainfall per year, per the NRCS. The primary soil type is Ritzville silt loam.

This farm has been operated by a well-respected local tenant for several years under a cash-rent lease, which expires on September 1, 2025. The terms of the lease include a base rent and an additional rent that is only due if the gross proceeds per acre reach a certain threshold. The Tenant is responsible for all operations costs while the Landlord is responsible for all property taxes.

The historical crop rotation has consisted of winter wheat varieties and the farm has been operated under a summer fallow rotation with approximately 50% of the farm in production each year using typical farming practices for the area. APH records show an average annual approved yield, since 2018, of 72 bushels per acre for winter wheat crops and

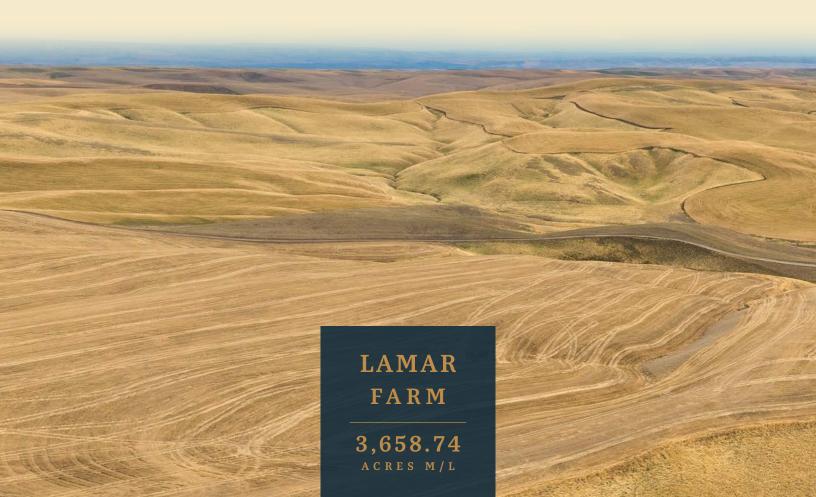
a county T-yield of 70 bushels per acre for the area within which this farm lies.

Taxes: \$12,967.50

Conservation practices have been actively applied to the farm with the establishment of permanent native grasses (CP-2) on 237.66 acres, which expire on September 30, 2023, and riparian tree buffers (CP-22) on 18.47 acres, which expire on September 30, 2027. The Tenant receives the entire payment for these contracts and is responsible for all installation and mid-management activities on these acres.

According to Walla Walla County Assessor records, there are 3 buildings located on the property and included in the sale of this farm. There is a 4,000 +/- square foot Quonset building, a 1,200 +/- square foot shop building, and a 3,072 +/- square foot implement shed.

The current tenant would welcome the opportunity to continue to lease and operate this farm for a new owner on a long-term basis.







Code	Soil Description	Acres	% of field	Legend	NCCPI
RID	Ritzville silt loam	1,740.81	65.6%		17
RIE	Ritzville silt loam	554.22	20.9%		5
RIF	Ritzville silt loam	87.56	3.3%		5
EfE	Ellisforde silt loam	78.22	2.9%		4
RIB	Ritzville silt loam	66.24	2.5%		20
RtD	Ritzville very fine sandy loam	56.61	2.1%		17
Тс	Terrace escarpments	24.70	0.9%		2
RvD2	Ritzville very fine sandy loam	16.53	0.6%		17
EfD	Ellisforde silt loam	9.75	0.4%		12
RvF	Ritzville very fine sandy loam	7.39	0.3%		5
RtE	Ritzville very fine sandy loam	5.22	0.2%		5
BcF	Basalt rockland	4.33	0.2%		3
EyA	Esquatzel very fine sandy loam	1.07	0.0%		15
		Weighted Average		13.6	

The Lamar Farm consists of 3,658.74 m/l deeded acres with approximately 2,654.03 cropland acres per the FSA, of which 237.66 acres are currently enrolled in CRP and 18.47 acres are currently enrolled in CREP.



PARK FARM

The Park Farm consists of 297.05 m/l deeded acres with approximately 272.32 cropland acres per the FSA, of which 10.10 acres are currently enrolled in the Conservation Reserve Program (CRP). The farm is located northeast of Waitsburg, Washington in an area that receives 16-18 inches of rainfall per year, per the NRCS. Primary soil types include Walla Walla and Athena silt loam.

This farm has been operated by a well-respected local tenant for several years under a 70%/30% crop-share lease, which expires on September 30, 2025. The Landlord receives 30% of the crop each year and is not responsible for any input costs to the crop. The Landlord does pay property taxes and their share of crop insurance and marketing costs for their portion of the crop. The tenant pays for all operations and input costs for the farm.

The historical crop rotation has consisted of winter and spring wheat varieties with an occasional legume and the farm has been operated under an annual crop rotation, usually with 100% of the farm in production each year using

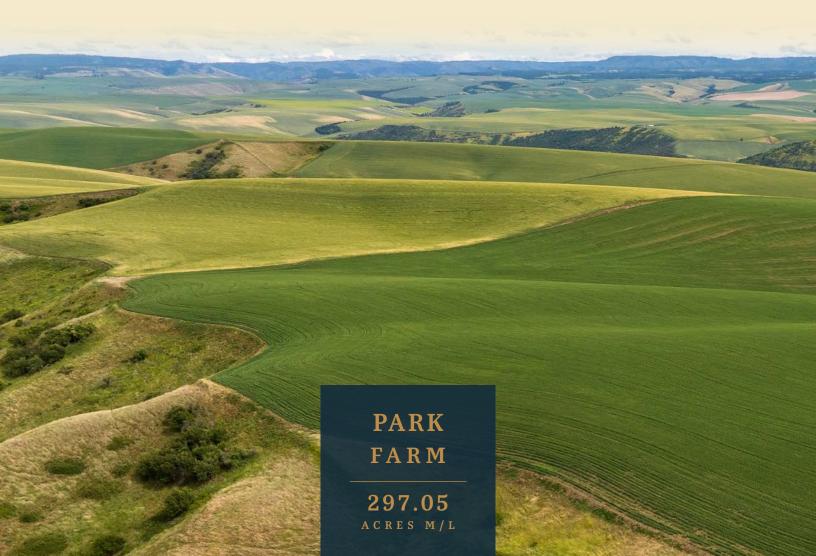
typical farming practices for the area. APH records show an average annual approved yield, since 2013, of 96 bushels per acre for winter wheat crops and a county T-yield of 89 bushels per acre for the area within which this farm lies.

Taxes: \$2,107.97

Conservation practices have been actively applied to the farm with the establishment of permanent, introduced grasses and legumes (CP-1) on 10.10 acres. The CRP contracts expire on September 30, 2031. The Tenant receives the entire CRP payment and is responsible for all installation and midmanagement activities on these acres.

There are no structures located on this farm.

The current tenant would welcome the opportunity to continue to lease and operate this farm for a new owner on a long-term basis.







Code	Soil Description	Acres	% of field	Legend	NCCPI
WwD	Walla Walla silt loam	170.92	62.8%		25
AtD	Athena silt loam	64.41	23.7%		48
AtE	Athena silt loam	22.57	8.3%		16
OlE	Oliphant silt loam	6.12	2.2%		6
AsE3	Asotin silt loam	3.62	1.3%		9
WwE	Walla Walla silt loam	2.07	0.8%		7
WwF	Walla Walla silt loam	1.11	0.4%		6
HmA	Hermiston silt loam	0.76	0.3%		24
			Weighted Average		28.8

The Park Farm consists of 297.05 m/l deeded acres with approximately 272.32 cropland acres per the FSA, of which 10.10 acres are currently enrolled in CRP.



The Hogeye Farm consists of 571.62 m/l deeded acres with approximately 545.85 cropland acres per the FSA. The farm is located east of Waitsburg, Washington in an area that receives 16-18 inches of rainfall per year, per the NRCS. The primary soil type is Walla Walla silt loam.

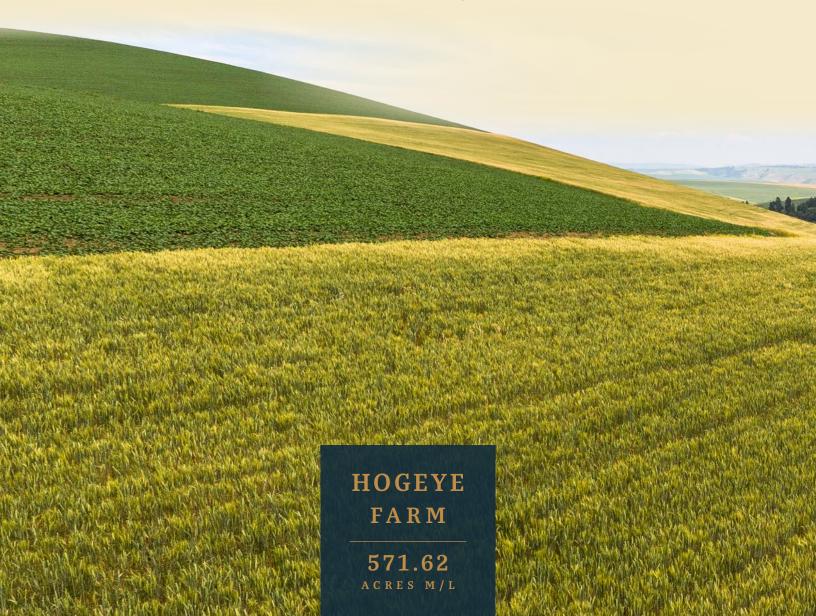
This farm has been operated by a well-respected local tenant for several years under a 70%/30% crop-share lease for all commodities, except peas which are at an 80%/20% crop share. The current lease expires on September 30, 2025. The landowner receives 30% of the grain crop each year and does not pay any input costs except in years where a second application of fungicide is required, then the Landlord shares in the cost of purchasing chemicals at a rate equal to their crop share. In addition, the Landlord pays property taxes and their share of crop insurance and marketing costs for their portion of the crop. The tenant pays for all operations and

input costs for the farm subject to the terms of the lease.

The historical crop rotation has consisted of winter wheat varieties and legumes such as dry peas and the farm has been operated under an annual crop rotation, usually with 100% of the farm in production each year using typical farming practices for the area. APH records show an average annual approved yield, since 2018, of 94 bushels per acre for winter wheat crops and a county T-yield of 89 bushels per acre for the area within which this farm lies.

There are no structures located on this farm.

The current tenant would welcome the opportunity to continue to lease and operate this farm for a new owner on a long-term basis.

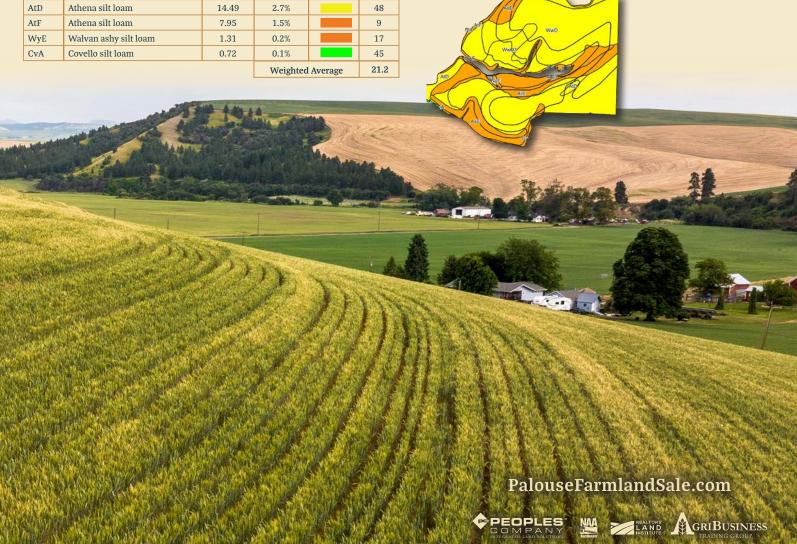






Code	Soil Description	Acres	% of field	Legend	NCCPI
WwD	Walla Walla silt loam	349.79	64.1%		25
AsE	Asotin silt loam	53.85	9.9%		5
AtE	Athena silt loam	45.42	8.3%		16
WwD3	Walla Walla silt loam	29.40	5.4%		23
AtE3	Athena silt loam	27.89	5.1%		11
GwF	Gwin extremely rocky silt loam	15.03	2.8%		3
AtD	Athena silt loam	14.49	2.7%		48
AtF	Athena silt loam	7.95	1.5%		9
WyE	Walvan ashy silt loam	1.31	0.2%		17
CvA	Covello silt loam	0.72	0.1%		45
			Weighted	Average	21.2

The Hogeye Farm consists of 571.62 m/l deeded acres with approximately 545.85 cropland acres per the FSA. The primary soil type is Walla Walla silt loam.



SEALED BID OFFERING

BIDS DUE TUESDAY, AUGUST 29, 2023 | 4:00 PM (PT)

PalouseFarmlandSale.com

Notice. The information provided herein represents the extent of the information available from Seller. Bidder understands the Offering Memorandum contains selected information pertaining to the Property and does not purport to contain all the data a prospective buyer may desire. Bidder agrees to conduct, at their own risk and expense, their own independent inspections, investigations, inquiries, and due diligence concerning the Property to verify the accuracy and completeness of any and all information obtained from the Offering Memorandum. Bidder hereby acknowledges that neither the Seller, nor any person acting on the Seller's behalf, has made any representations or warranties, expressed or implied, as to the accuracy or completeness of this information or contents herein, or the suitability of the information contained herein for any purpose. At any time, this information is subject to, among other things, corrections or errors and omissions, addition or deletion of terms, and/or change of terms. Each potential bidder shall be liable for any property damage and/or personal injuries (including death) caused by or arising from any such inspection or investigations by them or their agents or consultants. Seller reserves the right to accept or reject any bid or offer, terminate negotiations, withdraw the Property from market without notice, amend these Terms & Conditions, and negotiate with multiple prospective purchasers concurrently until a definitive, legally binding Real Estate Purchase and Sale Agreement ("PSA") is fully executed by Seller and Buyer. Seller also reserves the right to accept back up offers until the close of escrow. This information has been obtained from sources believed reliable. Seller, Peoples Company of Indianola and Agribusiness Trading Group, Inc. ("Broker") may supplement, revise, or add property information up to the time bids are due. Potential Bidders should continue to monitor Broker's website to ensure Bidder is aware of the most up-to-date information.

Seller Intent. Seller's intent is to obtain the highest value of the Property.

Data Room. Broker has set up an electric data room ("Data Room") where Bidders may examine documents pertaining to the sale including but not limited to existing leases, maps, pro forma title insurance commitments, and reports. Access to the Data Room will be made available to all Bidders upon execution of a Non-Disclosure Agreement, to be provided by Broker.

Agency. Broker is acting exclusively as the agent for the Seller. The Buyer acknowledges they are representing themselves in completing the sales transaction.

Broker Participation. A broker representing a Bidder ("Cooperating Broker"), who qualifies under Broker's broker incentive program requirements, will be paid under the terms of the program at the Closing of the Property. A Cooperating Broker must complete the registration form with the Broker, as required for this incentive program, 48-hours PRIOR to the Cooperating Broker's client's bid submission. A Cooperating Broker registration form with complete instructions will be made available upon request by the Cooperating Broker to the Broker for the Property.

Bid Submittal Process & Deadline. Sealed Bids, in written or electronic format, for the Property will be due no later than 4:00 P.M. PST, on August 29, 2023, to the following:

Adam Woiblet AgriBusiness Trading Group 109 W Poplar Street Walla Walla, WA 99362

509.520.6117 Adam@AgTradeGroup.com Sealed Bids for the Property shall be submitted on the Sealed Bid Submittal Form found in the Data Room or available by contacting the Broker directly. Handwritten bids, if legible, may be acceptable in the Seller and Broker's sole discretion. Please complete each blank field provided in the Sealed Bid Submittal Form. Bids can be submitted via mail or email but must be received by the deadline date in order to be considered.

Upon the receipt of all submitted bids, the Seller may accept or reject any bid or offer, enter into negotiations with one or more Bidders, or withdraw the Property from market without notice. Upon the Seller's acceptance of any bid or offer, the winning Bidder and Seller shall enter into a binding PSA. The Seller shall not be obligated or bound to sell the Property until Seller has entered into a fully executed, definitive PSA.

Earnest Money. Unless otherwise agreed to between the Seller and Buyer, within five (5) business days of the Effective Date of the PSA, Buyer will deposit with Escrow and Closing Agent, TitleOne in Walla Walla, WA, the required Earnest Money Deposit payable in the form of a guaranteed check or wire transfer.

Closing Date. The Closing date will be governed by the fully executed PSA.

Closing Expenses & Prorations. Buyer and Seller shall share equally all escrow fees and other closing fees and costs. Seller shall pay real estate transfer taxes for the transfer of the Real Property, and the premium for a standard owner's title insurance policy to be issued to Buyer in the amount of the Purchase Price allocated to the Real Property. Any additional title insurance coverage or endorsements requested by Buyer or its lender(s) will be paid by Buyer. Buyer shall pay all recording fees and all applicable use/sales tax on the Personal Property (if any). All real estate taxes accruing through date of Closing will be prorated as of Closing and will be paid in full by Seller as a credit to the Buyer on the Settlement Statement. All real estate taxes accruing after the date of Closing will be the responsibility of the Buyer.

Title to Property. Seller shall convey good, marketable, and insurable fee simple title to the Property to Buyer free and clear of all liens and encumbrances, subject to exceptions to be set forth in the PSA. A standard, basic owner's policy of title insurance in the amount equal to the purchase price of the Property will be furnished at Seller's cost. Any additional costs, coverages, and endorsements on the title insurance policy shall be paid by the Buyer. If Buyer desires further survey information, Buyer shall be responsible for the cost of such. Title to Real Property shall transfer pursuant to a Bargain and Sale Deed, or other agreed upon instrument. Title to Personal Property shall transfer by Bill of Sale subject to the restrictions and reservations as provided in the PSA in a form reasonably acceptable to Seller. Seller will cause any and all water rights, if any, appurtenant to the Property and owned by the Seller to transfer with the sale of the Property.

Leases. The Property is currently subject to a farm lease(s) and Buyer will purchase the Property subject to any and all leases. The Buyer shall agree to assume each respective lease for the Property and indemnify and hold the Seller, its officers, members, agents, and employees harmless from and against any and all claims, liabilities, fees, penalties, or costs resulting, directly or indirectly, from any breach of or default under the respective lease(s) as a result of Buyer's actions or any successor or assign of Buyer. Please contact Broker for details.

Possession. Possession of the Property will be given at closing, subject to tenant's rights.

Survey. A survey of the Property will not be completed by the Seller prior to close. If a potential Bidder or the successful Buyer desires to obtain a survey, it will be at the Bidder's and/or Buyer's sole expense.

Current Use Status. If the Property is in a Current Use Status, Buyer will continue the Current Use Status after Closing. If Buyer elects to discontinue the Current Use Status, Buyer will be responsible for any resulting taxes, penalties, and interest associated therewith.

Governing Law. The PSA to be executed by Seller and Buyer shall be governed by and constructed in accordance with the laws of the State in which the Property is situated.

Disclaimer. By submitting a sealed bid, each Bidder acknowledges, and represents and warrants to Seller and Broker, that the Bidder has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title (including, but not limited to, all easements, rights of way, covenants, conditions and restrictions, reservation of rights, and other encumbrances and restrictions affecting the Real Property or any portion thereof), value, condition (including, but not limited to, the physical and environmental condition of the Real Property), water rights, irrigation and water systems, and all other material aspects of the Real Property and Personal Property, and the Bidder is not relying on, nor influenced by, any statement or representation or warranty of the Real Property and Personal Property. Seller hereby disclaims any and all warranties of habitability, merchantability, and fitness for particular purpose, expressed or implied. Unless otherwise expressly agreed to in writing by the Seller, the winning Bidder is acquiring the Real Property and Personal Property "AS IS, WHERE IS, WITH ALL OF ITS FAULTS" in its current condition existing as of the Closing Date, without any representation, warranty, promise, covenant, agreement or guaranty of any kind or nature whatsoever by the Seller, whether expressed or implied, oral or written, past, present or future, of, as, to or concerning any aspect of the Real Property or Personal Property.

Information provided in the Data Room and elsewhere to prospective Bidders is believed to be substantially accurate; however, Bidders shall perform their own investigation to independently verify all information. Each Bidder hereby unconditionally waives and releases Seller and Broker from and against any and all causes of action, now existing or hereafter arising, which the Bidder may have against Seller or Broker, or their agents, with respect to the accuracy or completeness of the information provided.

Acknowledgement. By signing and submitting a bid, including via the Sealed Bid Submittal Form, the Bidder acknowledges and accepts the Terms and Conditions referenced herein, and if the Bidder's offer is accepted, Bidder agrees to enter into a PSA with Seller upon notification of successful bid. The Bidder is encouraged to submit a formal PSA when submitting the Sealed Bid if the Bidder proposes a form of PSA different than the one provided in the Data Room. Seller reserves the right to negotiate any agreements submitted by a Bidder prior to acceptance.

Thank you in advance for your consideration. If you have questions, please contact:

ADAM WOIBLET

President & Designated Broker Agribusiness Trading Group

509.520.6117 Adam@AgTradeGroup.comWA LIC 25065



STEVE BRUERE

President

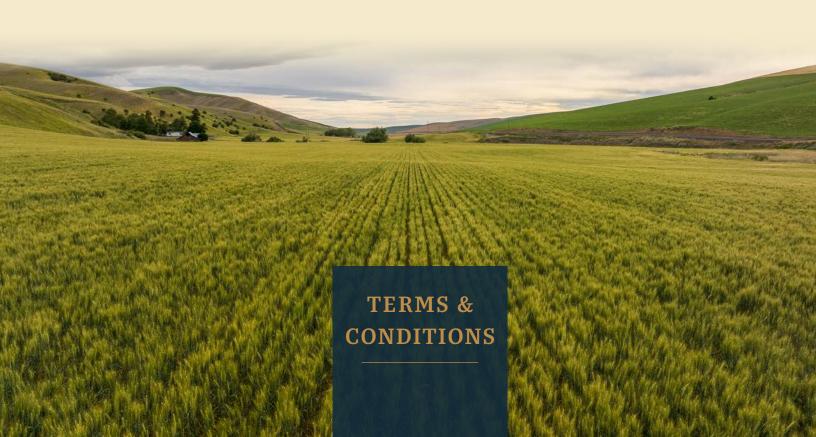
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PalouseFarmlandSale.com

SEALED BID OFFERING











 $6,608.\overline{30}$



109 W Poplar Walla Walla, WA 99362















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