SEALED BID AUCTION

BIDS DUE NOVEMBER 30TH, 2022 AT 4:00 PM (PT)

Hilltop Farm

WASHINGTON COUNTY, IDAHO

663.90 ACRES M/L | INCLUDING 520.88 TILLABLE ACRES M/L

IrrigatedAuctionPNW.com

663.90 Acres M/L

Adam Woiblet
Agribusiness Trading Group
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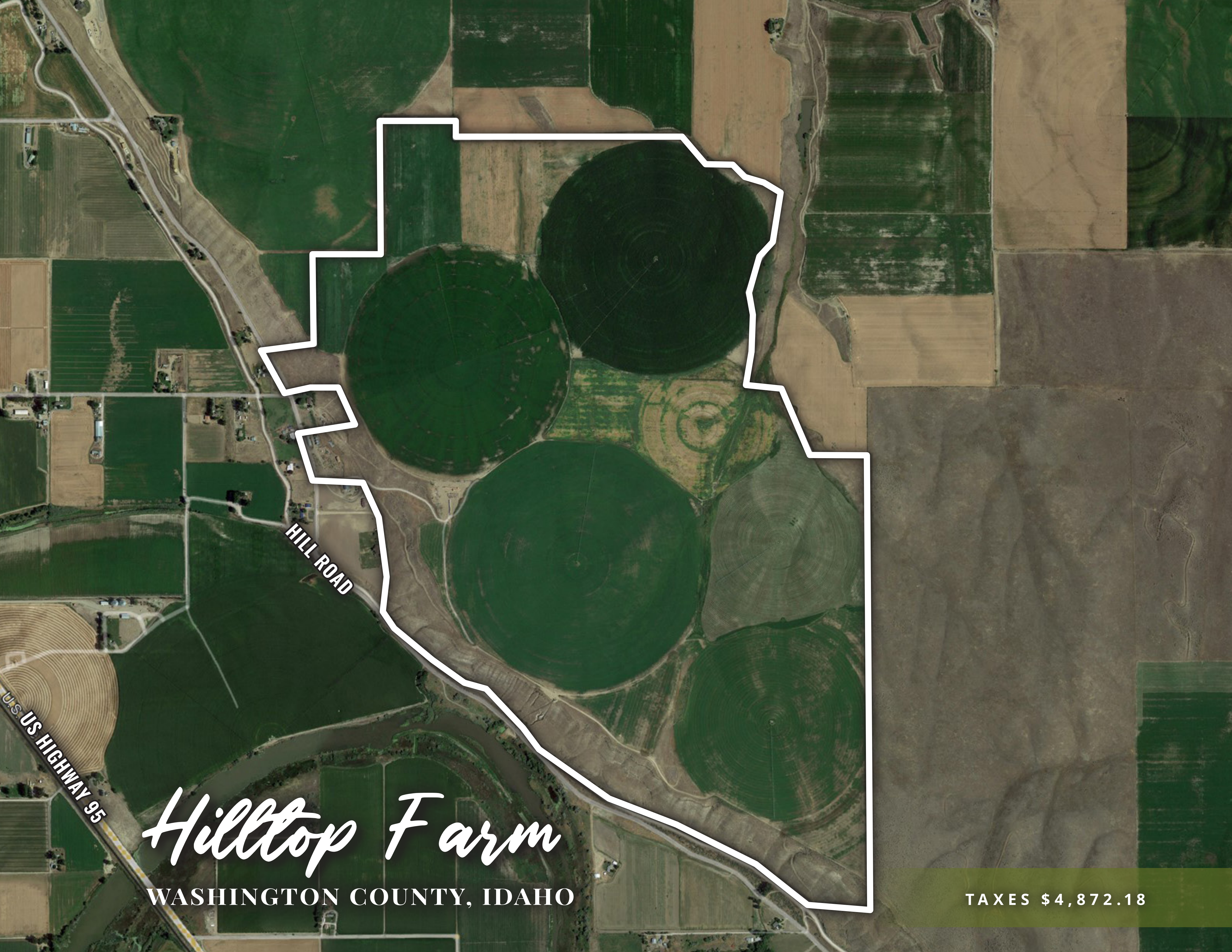
HILL ROAD
US HIGHWAY 95
Hilltop Farm
WASHINGTON COUNTY, IDAHO
TAXES $4,872.18

663.90 Acres M/L

INCLUDING 520.88 TILLABLE ACRES M/L

Located in the highly productive Treasure Valley, this irrigated farm asset is comprised of 663.90 +/- deeded acres near Weiser, Idaho in the southwestern portion of the state. Approximately half of the land in the valley is irrigated, primarily through an extensive series of canals originating from the Snake River. The agriculture sector is a fundamental part of Idaho's economy, communities, and way of life.

There are 520.88 tillable acres per the Washington County Farm Service Agency. The tillable acres are currently under a lease through 2023 to a local farmer who pays annual cash rent. The farm has historically been farmed under an annual crop rotation, using typical farming practices for the area. The primary crops grown on this farm have included alfalfa, corn, and wheat with an occasional vegetable crop such as potatoes. The tenant is responsible for all farming costs, including utilities and pumping costs; the landowner pays all property taxes.

Water rights are served via surface water from the Buttermilk Slough and Lower Payette Ditch Company. Irrigation water is pumped via a farm-owned pumping station to a mainline, which then distributes the water to the individual pivot systems and wheel lines that cover the corners of the farm.

Structures, included in the sale, consist of a 3,800 +/- square foot Quonset shop and 4 grain bins. The grain bins are currently used for miscellaneous storage by the tenant. The farm sits atop a plateau that overlooks the surrounding valley and provides magnificent views; a future homestead could be built onsite, subject to Washington County's approval. Per the Washington County Planning & Zoning Department, the property is in an 'A1 Agricultural Zone.' Parcels must be 1 acre or 20 acres or greater, anything between 1-19 acres are non-conforming lot sizes.

Access to the data room containing full information on the leases, buildings, etc. will be granted upon execution of a Non-Disclosure Agreement.

CONTACT

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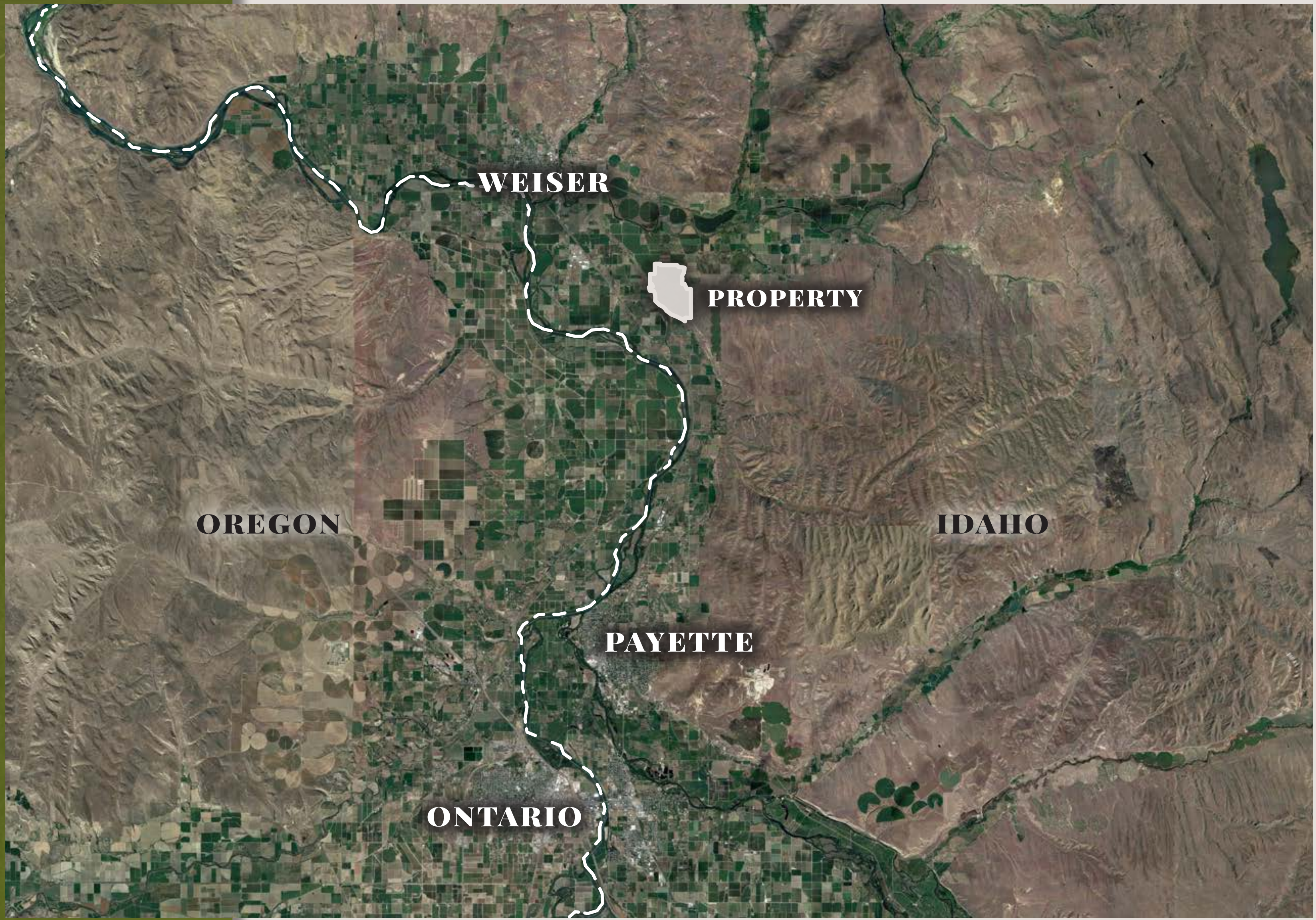
AGRIBUSINESS TRADING GROUP

TREASURE VALLEY

Idaho ranks number two in the country for the production of alfalfa hay due to its high desert elevations and arid climate, which create ideal drying conditions. Alfalfa seed companies have developed superior and proprietary seed genetics tailored to Idaho's unique climate. Idaho hay is known for its high-protein content and is often marketed for dairy and horse operations around the world.

The Treasure Valley is one of five hubs of the global seed industry, producing over 50 seed crops in the region and shipping them to 120 countries across the globe. The valley, along with neighboring Malheur County, Oregon, also produces more than one-quarter of the nation's yellow onions. The region's climate, high-tech irrigation systems, and producers' strict quality control measures ensure that all of its agricultural commodities meet superior quality standards and make them highly sought after in today's commercial markets.



IDAHO

Idaho ranks as the fifth largest state agriculture economy in the United States; in 2020, export sales of Idaho food and agriculture products totaled over $2.3 billion dollars! The state may be best known for its status as the number one producer of potatoes in the country, however, Idaho farmers produce over 185 commodities including alfalfa hay, sugar beets, asparagus, onions, and wheat.

For more information visit:
IrrigatedAuctionPNW.com

Irrigation Infrastructure Map

IRRIGATION INFRASTRUCTURE

The farm asset includes 505 irrigable acres via all or portions of 2 separate water rights. The primary source for irrigation is a private surface water right from the Buttermilk Slough and district water from the Lower Payette Ditch Company.

Irrigation water is pumped from the slough, via a farm-owned pumping station, to a booster pump station, which then delivers water to the irrigation pivots and wheel lines throughout the property. The tenant is responsible for the cost of all water assessments and utilities associated with the delivery of irrigation water to the farm. The tenant is also responsible for routine maintenance of all irrigation infrastructure, including pivots, pumps, pipes, and other equipment.

CROP PRODUCTION

This farm asset has been operated by a local tenant for several years under a cash-rent lease. Under this lease, the landlord receives a set dollar amount per year for the entire farm and is responsible for paying all real property taxes. The tenant is responsible for all costs of producing, harvesting, and delivering the crops grown.

The tillable acres under pivot and wheel line are currently planted to a combination of alfalfa hay and rotational crops. The farm has historically been farmed using typical farming practices for the area where farmers usually rotate alfalfa stands every 4-6 years, depending on production yields, to a cereal grain crop. This rotation tends to decrease the development of weeds and/or pests, thereby greatly reducing the need for insecticides and herbicides.

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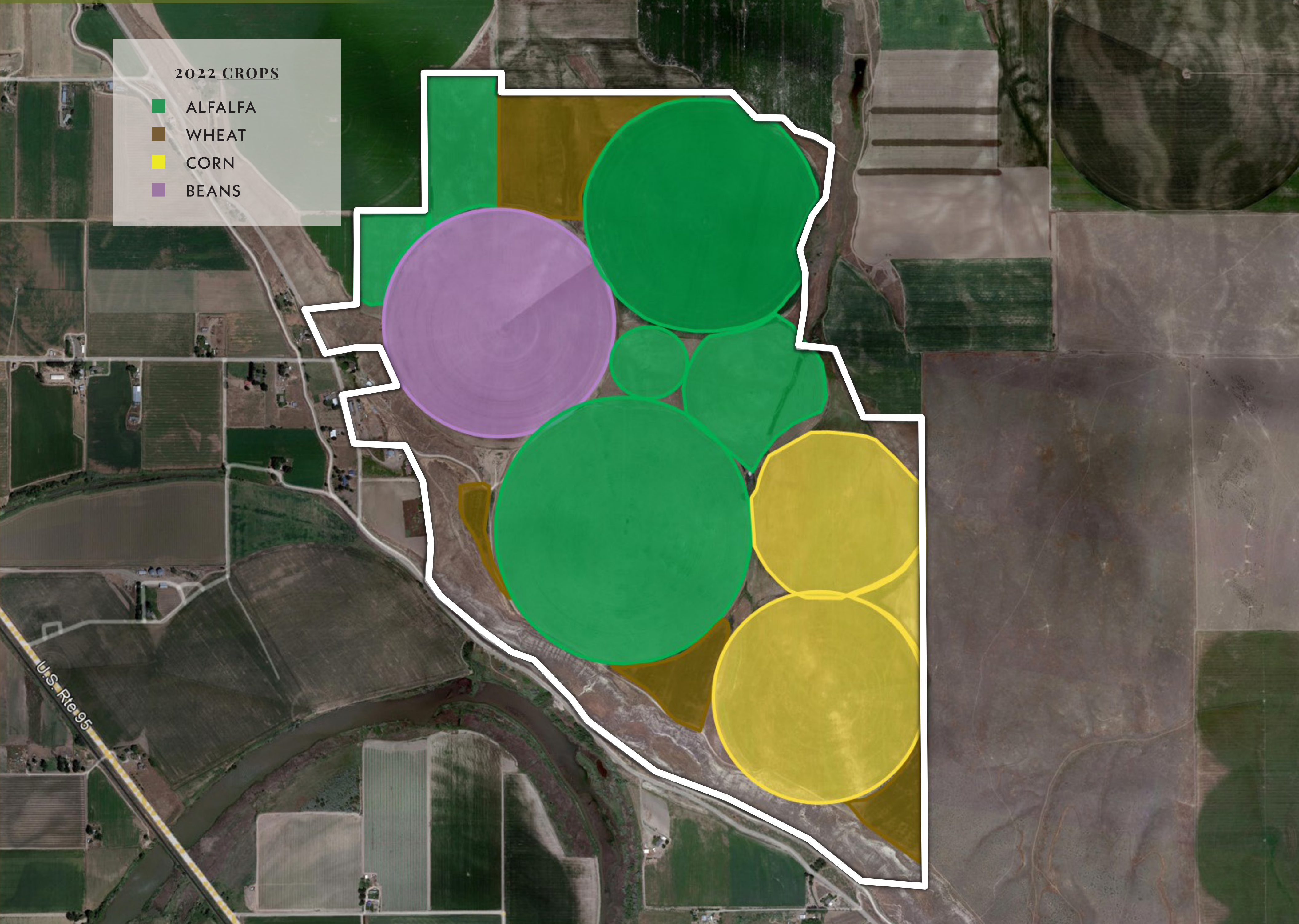
2022 Crop Map



FSA Reported Information

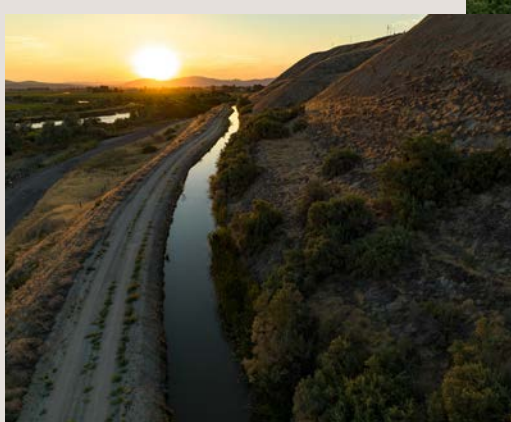
Crop	Base Acres	PLC Yield	Crop Election
Wheat	300.7	72	PLC
Barley	54.2	85	PLC
Oats	90.3	60	PLC
	445.2		

FSA Reported Information

Farm #	Tract #	Farmland	Cropland	DCP Cropland	Effective DCP
2784	2396	584.55	520.88	520.88	520.88
		584.55	**520.88**	**520.88**	**520.88**

SOILS

The farm asset consists primarily of variations of the Owyhee soil series, which is sought after for irrigated cropland and mostly found in the valleys of southwestern Idaho and eastern Oregon. The Owyhee series consists of very deep, well-drained soils that formed in lacustrine material or old alluvium on level to sloping terraces. The permeability is slow or moderately slow and slopes range from 2 to 20 percent on the farm. The climate in this area is semiarid, with dry summers, which allow for an average freeze-free period of 110 to 170 days.



Tillable Soils Map

Code	Soil Description	Acres	% of Field	Non-Irr	Irr	NCCPI	
167	Owyhee silt loam	182.86	35.1%	VIc	VIe	15	
166	Owyhee silt loam	152.43	29.3%	VIc	IVe	16	
165	Owyhee silt loam	110.66	21.2%	VIc	IIIe	16	
168	Owyhee silt loam	36.49	7.0%	VIc	VIe	14	
85	Greenleaf silt loam	31.29	6.0%	VIc	VIe	17	
83	Greenleaf silt loam	5.13	1.0%	VIc	IIe	18	
204	Water	1.55	0.3%				
79	Glasgow clay loam	0.47	0.1%	VIIe		4	
					Weighted Average	15.5	

SEALED BID AUCTION

TERMS & CONDITIONS

CONTACT

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1. Notice. The information provided 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 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 their contents, or the suitability of the information contained therein 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 the terms, conditions, and negotiate with multiple prospective purchasers concurrently until a definitive, legally binding Real Estate Sale and Purchase Agreement is fully executed by Seller and Buyer. Seller also reserves the right to accept back up offers until the close of escrow and have the sale of the Property subject to Seller affecting a 1031 tax exchange for suitable property. This information has been obtained from sources believed reliable. Seller, Peoples Company & Agribusiness Trading Group (the "Auction Company") may supplement, revise, or add property information up to the time bids are due. Potential bidders should continue to monitor IrrigatedAuctionPNW.com to ensure Bidder is aware of the most up-to-date information.

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

3. Data Room. The Auction Company has set up an electric data room ("Data Room") where Bidders may examine documents pertaining to the sale including but not limited to pro forma title insurance commitments, purchase agreement templates, and water rights reports. Access to the Data Room will be made available to all Bidders upon execution of a Non-Disclosure Agreement, to be provided by Seller and Auction Company.

4. Agency. Auction Company is acting exclusively as the agents for the Seller. The Buyer acknowledges they are representing themselves in completing the sales transaction.

5. Broker Participation. A broker representing a Bidder ("Cooperating Broker"), who qualifies under Seller's and Auction Company'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 Auction Company, 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 listing agent for the Property.

6. Bid Submittal Process & Deadline. Sealed Bids for the Property will be due prior to 4:00 P.M. PST, on November 30, 2022, 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 at IrrigatedAuctionPNW.com or by contacting the Auction Company. Handwritten bids, if legible, may be acceptable in the Seller and Auction Company's sole discretion. Please complete each blank field

provided in the Sealed Bid Submittal Form. Bids can be submitted via mail or email.
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 Real Estate Sale and Purchase Agreement. The Seller shall not be obligated or bound to sell the Property until Seller has entered into a fully executed definitive Real Estate Sale and Purchase Agreement.

7. Earnest Money. Unless otherwise agreed to between the Seller and Buyer, on the Effective Date of the Real Estate Sale and Purchase Agreement, Buyer will immediately deposit with an Escrow and Closing Agent agreed to by the parties the required Earnest Money Deposit payable in the form of guaranteed check or wire transfer.

8. Closing Date. The Closing date will be governed by the fully executed Real Estate Sale and Purchase Agreement.

9. Closing Expenses & Prorations. Buyer and Seller shall share equally all escrow fees and other closing fees and costs. Seller shall pay real estate 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.

10. 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 set forth in the Real Estate Sale and Purchase Agreement. 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 Statutory Warranty Deed, or other agreed upon instrument, subject to (i) current city, state, and county ad valorem and property taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving only the land; and (iii) any easement, right-of-way, or reservations of record or other Permitted Exceptions. Title to Personal Property shall transfer by Bill of Sale subject to the restrictions and reservations of the Real Estate Sale and Purchase Agreement in a form reasonably acceptable to Seller. Seller will cause any and all water rights owned by the Seller to transfer with the sale of the Property.

11. Farm Program Information. The Farm Program Information is provided by the County Farm Service Agency. The figures stated in the marketing material reflect the best knowledge of the Seller and its representatives; however, Farm Program Information such as base acres, cropland acres, etc. are subject to change if/when the Property is reconstituted by the County Farm Service Agency.

12. Leases. The Property is currently subject to a lease 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 as a result of Buyer's actions or any successor or assign of Buyer. Please contact agent for details.

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

14. 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.

15. 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.

16. Governing Law. The Real Estate Sale and Purchase Agreement 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.

17. Disclaimer. By submitting a sealed bid, each Bidder acknowledges, and represents and warrants to Seller and Auction Company, 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 and the satisfaction or waiver of all of Bidder's conditions to closing will be evidenced solely by the Closing of this transaction and without any other act or confirmation by the winning Bidder. 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 are believed to be substantially accurate; however, Bidders shall perform their own independent investigation to independently verify all information. Each Bidder hereby unconditionally waives and releases Seller and Auction Company from and against any and all causes of action, now existing or hereafter arising, which the Bidder may have against Seller or Auction Company, or their agents, with respect to the accuracy or completeness of the information provided.

18. Acknowledgement. By signing and submitting the Sealed Bid, 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 Real Estate Sale and Purchase Agreement with Seller upon notification of successful bid. The Seller has provided a template Real Estate Sale and Purchase Agreement for review in the Data Room, and the Bidder is encouraged to submit a formal Real Estate Sale and Purchase Agreement when submitting the Sealed Bid. 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:

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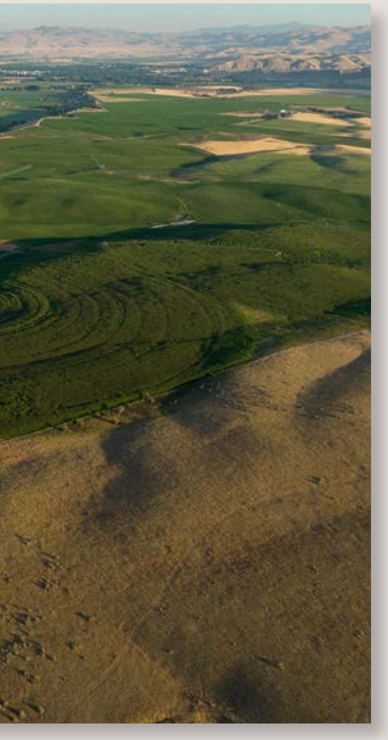
WASHINGTON COUNTY, IDAHO



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