

ONLINE-ONLY AUCTION

RATTLESNAKE HILLS AVA VINEYARD & WINERY

ZILLAH, WA | YAKIMA COUNTY, WA | 664.39 +/- DEEDED ACRES

ONLINE BIDS DUE JULY 29, 2025 @ 4:00 PM (PT)



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OVERVIEW

AgriBusiness Trading Group is pleased to announce an online-only auction of a licensed and bonded vineyard, winery, and distillery located in the Rattlesnake Hills AVA of Washington State's Yakima Valley.

The property is offered in three separate tracts with a total of 664.39 ± deeded acres available. The tracts are available for purchase individually or together as a complete, vertically integrated vineyard, winery, and distillery operation. The online-only auction will be conducted on a price-per-tract basis, and bids must be submitted by Tuesday, July 29, 2025, at 4:00 PM (PT). The Seller will consider all bids, including combinations of tracts.

- **Tract 1** is for Real Estate and associated fixtures only and includes 659.98 ± total deeded acres, with approximately 227.95 ± measured, planted vineyard acres included in the total. This tract also includes several structures located on the vineyard, including housing and a large building currently used as an on-vineyard winery and distillery.
- **Tract 2** is for Real Estate and associated fixtures only and includes 4.41 ± total deeded acres. This tract features a licensed winery with a tasting room, covered patio, and outdoor event space.
- **Tract 3** offers the opportunity to acquire the entire operating vineyard, winery, and distillery - including grape production, wine and spirit processing facilities and equipment, retail, and event operations and bottled and bulk inventory as well as brands. This tract includes Tract 1, Tract 2, and all equipment in its current configuration.

If Tract 3 is not purchased, individual Buyers of either Tract 1 or Tract 2 may have an a la carte option to purchase, equipment and/or inventory (see 'Additional Lots' pages for details). A separately deeded residential parcel, located contiguous to the vineyard, is also available for purchase and features a home, detached shop, and vineyard acreage. See listing broker for additional details on these options.

The total acres included in the sale of this asset are subject to pending boundary line adjustments being completed by the Seller on Tract 2. All pending boundary line adjustments will be finalized and recorded prior to closing on the affected tract. Tract 2 boundaries, as depicted herein, are a close representation of what the post-BLA property will be.

VINEYARD TRACT 1



WINERY TRACT 2



VINEYARD & WINERY TRACT 3



OVERVIEW MAP



AMERICAN VITICULTURAL AREA (AVA) RATTLESNAKE HILLS

Awarded appellation status in 2006, the Rattlesnake Hills AVA is the ninth federally recognized American Viticultural Area in Washington State and is entirely contained within the Yakima Valley AVA. The region spans approximately 68,500 acres and is centered around the city of Zillah. It includes land between the north bank of the Sunnyside Canal and the southern slopes of the Rattlesnake Hills, stretching from Outlook, WA to the Wapato Dam. With elevations ranging from 850 to 3,085 feet, it also encompasses the highest point in the Yakima Valley AVA.

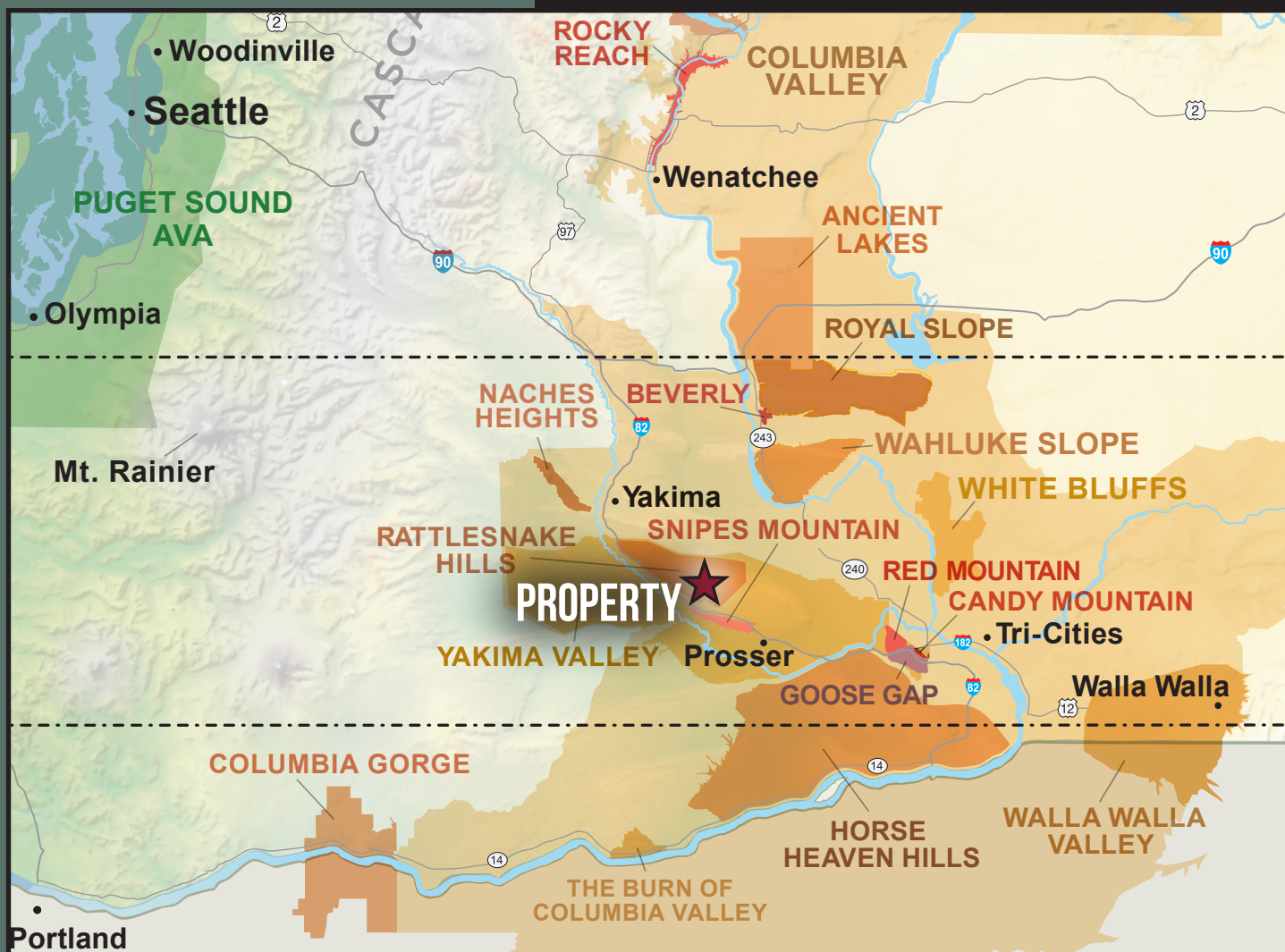
Vineyards in the Rattlesnake Hills AVA are typically located on ridges, terraces, and well-drained slopes—locations that benefit from strong air drainage and reduced risk of spring and fall frost. The AVA is almost evenly planted with red and white wine grapes, with reds holding a slight edge. Primary grape varieties include Riesling, Merlot, Cabernet Sauvignon, and Chardonnay.

Riesling stands out among white varieties, producing wines with bright citrus and green apple notes, while some vineyard sites also yield expressive stone fruit characteristics like peach. Red varieties such as Cabernet Sauvignon, Merlot, Syrah, and Malbec thrive in the region's diverse microclimates and elevations. The first vines in the AVA were planted in 1968, and today the area is home to over 18 wineries and 29 vineyards.

The broader Yakima Valley AVA, which encompasses Rattlesnake Hills, supports more than 40 grape varieties. Its success stems from the region's unique range of microclimates, soil types, and growing conditions, which collectively enable a wide spectrum of wine styles and expressions.



AVA MAP



TRACT 1 OVERVIEW - ROZA HILLS VINEYARDS

Tract 1 comprises 659.98 ± total deeded acres with approximately 227.95 ± measured vineyard acres planted within the total. This tract consists of four tax parcels and is located north of Zillah, Washington, in an area that receives 7-8 inches of rainfall per year, per the NRCS. The total property taxes for 2025 are \$32,510.51. According to the Yakima County Planning Division, this tract is located within an Agricultural Zone where the minimum parcel size is 40 acres.

The vineyard has been historically operated by a tenant, using typical farming practices for the area. The fruit has been sold under year-to-year contracts. This asset has a total of 227.95 ± acres of vines currently in production and is primarily comprised of the following grape varieties: Cabernet Sauvignon, Chardonnay, Merlot, and Riesling. There are five propane-powered wind machines located on this tract for frost mitigation.

Irrigation water for the tract is provided by groundwater rights and surface water rights from the Roza Irrigation District (RID). There are four wells located on the property, which are authorized for up to 1,700 gallons per minute, 1,040 acre-feet per year, and the irrigation of 250.0 ± acres. In addition, 67.0 ± acres are shown as irrigable by the Roza Irrigation District adding an additional 201 acre feet of water per year. These water allocations, included in the sale, are not subject to the Reclamation Reform Act acreage limitations. The 2024 RID irrigation assessment for these rights totals \$13,534.00.

This information is deemed reliable but not guaranteed - Buyer is responsible for verifying all information before closing.

Access to the data room containing production records and other confidential information will be granted upon executing a Non-Disclosure Agreement.

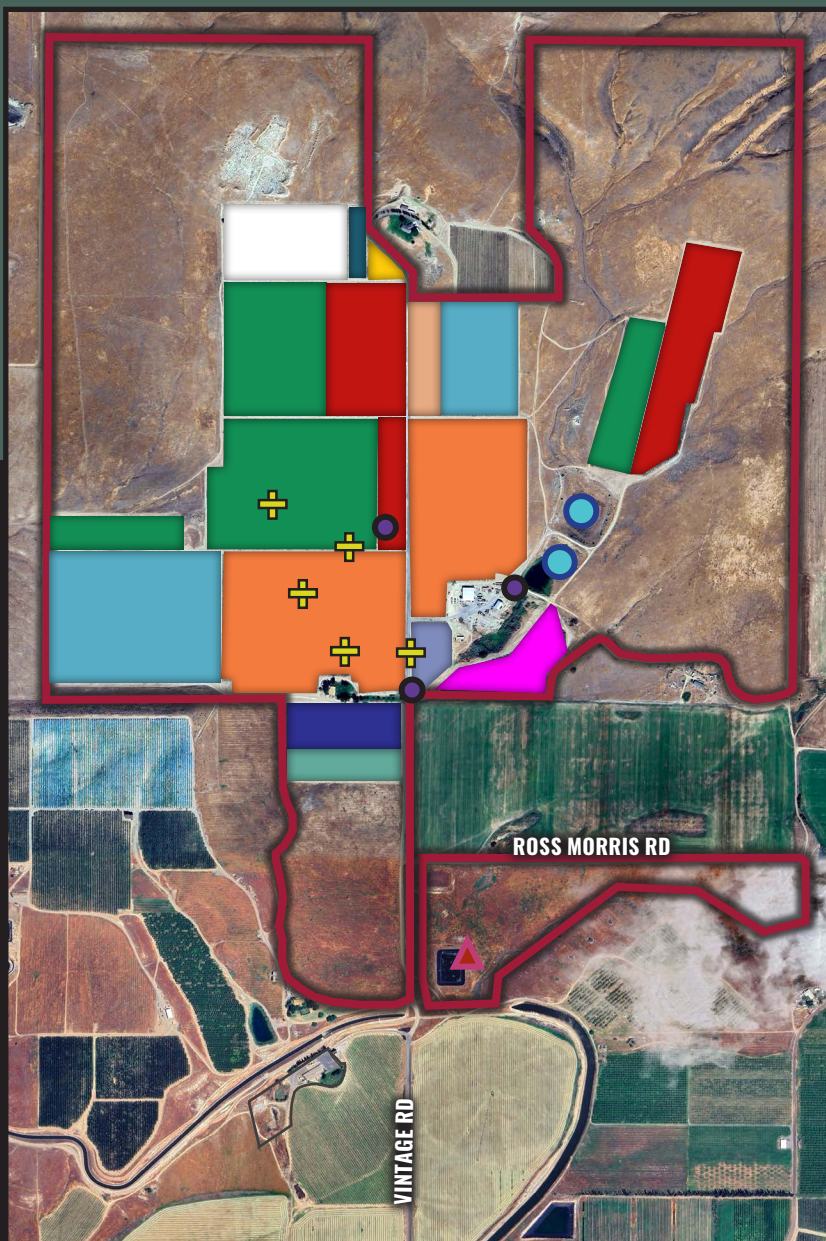


TRACT 1 OVERVIEW MAP



	Variety	Planted Acres
	Cabernet Franc	1.00
	Cabernet Sauvignon	57.20
	Chardonnay	41.90
	Chenin Blanc	4.00
	Gewurztraminer	3.00
	Moscato	4.00
	Merlot	35.50
	Petite Verdot	1.00
	Pinot Gris	6.00
	Riesling	56.80
	Sauvignon Blanc	11.85
	Syrah	5.70
	Total Planted Acres	227.95

-  WIND MACHINE
-  IRRIGATION POND
-  WASTEWATER POND FOR WINERY
-  IRRIGATION WELL



TRACT 1 BUILDING INFO

There is a building that currently houses an active wine and spirits operation and contains barrel storage. Also on site is an equipment shop, two manufactured homes, and a carport that will be included in the sale of this tract.

The 8,000 ± square-foot wine and spirit production and barrel storage building is located within the vineyard and is licensed as a bonded winery and distillery. This facility has historically been used for wine and spirit production.

A 2,160± square-foot vineyard equipment shop is also located on this tract.

The two manufactured homes are currently occupied by vineyard foremen. A new owner could continue using them for vineyard staff or lease them as an additional source of income. The residences and shop buildings are served by domestic wells and private septic systems for water and sanitation.

If a Buyer is interested in purchasing wine and spirits production equipment and/or farming equipment, in addition to the real estate included in Tract 1, please refer to the **Additional Lots** pages for details.



TRACT 1 PICTURES



TRACT 2 OVERVIEW - SILVER LAKE WINERY

Tract 2 comprises 4.41 ± deeded acres and consists of two tax parcels located north of Zillah, Washington. The total acres included in the sale of this tract are subject to pending boundary line adjustments being completed by the Seller prior to closing. The total property taxes for 2025 are \$10,904.33. According to the Yakima County Planning Division, this tract is located in an Agricultural Zone with a minimum parcel size of 40 acres.

The property is currently licensed as a bonded winery and features production areas, a tasting room, covered patio, and outdoor event space. Historically, the site has been used for wine production, retail sales, tastings, weddings, and special events. A buyer could potentially continue these uses or explore additional uses in this beautiful area.

A shared-use agreement exists between Tract 2 and Tract 1, allowing wastewater from wine production on Tract 2 to be discharged into a waste pond located on Tract 1. This agreement includes a perpetual, nonexclusive easement for ingress and egress, granting current and future owners of Tract 2 reasonable access across a designated Easement Area on Tract 1 to reach the waste pond. The owners of both tracts share equal responsibility for the costs associated with the proper operation, maintenance, and repair of the waste pond.

This information is deemed reliable but not guaranteed - Buyer is responsible for verifying all information before closing.

Final acres and property taxes are subject to change post-boundary line adjustment, which will be finalized and recorded prior to closing on this tract. Tract 2, as shown herein, represents the anticipated post-BLA size and scope.



TRACT 2 OVERVIEW & BLDG MAP

Within the boundaries of Tract 2 exists a large winery building separated into retail, production, and event areas comprised of the following types and sizes of interior space per the Yakima County Assessor:

- 5,940 ± square feet of retail tasting and event space.
- 2,104 ± square feet of office space.
- 6,732 ± square feet of production, bottling, and storage space.
- 1,656 ± square feet of laboratory space.

All fixtures attached to the building are included in the sale. This includes, but is not limited to some large bulk tank storage and other permanently affixed systems.

If a Buyer is interested in purchasing the existing production and bottling equipment, in addition to the real estate included in Tract 2, please refer to the **Additional Lots** pages for details.



TRACT 2 PICTURES



TRACT 2 PICTURES



TRACT 3 - VINEYARD, DISTILLERY & WINERY

Tract 3 represents the combined sale of all real estate included in both Tracts 1 and 2. Including all existing equipment, inventory and brands making a complete, fully integrated vineyard, distillery, and winery operation offered "as is", including bonded facilities, event space, production infrastructure, vineyard acreage, and all equipment.

Together, Tract 3 comprises 664.39 ± deeded acres across six tax parcels. The offering includes both vineyard and winery assets - spanning grape production, wine and spirit production, retail sales, and event hosting with all associated infrastructure and equipment in place. Tract 3 also includes the 2025 crop currently being grown on the farm, representing a potential harvest of 800 tons of fruit for 2025 which is a significant income opportunity for a new owner.

This is a rare opportunity to acquire a ready-to-operate wine estate in one of Washington's most established winegrowing regions. Using the current vineyard, facility, and equipment at its full capacity, an operator could potentially produce 50,000 ± cases of wine annually, within the onsite operation.

Final acres and property taxes are subject to change following a boundary line adjustment (BLA) specific to Tract 2, which will be finalized and recorded prior to closing. Tract 2, as shown herein, represents the anticipated post-BLA size and scope.



BRANDS INCLUDED IN TRACT 3:

- **Silver Lake**
- **Brown Box**
- **Vitis Spirits**

TRACT 3 BUILDINGS & EQUIPMENT

All of the buildings from Tracts 1 and 2 are included in the sale of Tract 3, which consists of:

- Vineyard Buildings:
 - » 8,000 ± square-foot commercial building, currently used as a licensed and bonded winery and distillery.
 - » 2,160 ± square-foot utility building, currently used as an equipment maintenance shop.
- Wind Machines:
 - » 5 propane-powered wind machines.
- Winery Building:
 - » 6,732 ± square-foot production, bottling, and storage space.
 - » 5,940 ± square-foot retail, tasting, and event space.
 - » 2,104 ± square-foot office space.
 - » 1,656 ± square-foot laboratory space.
- Residences:
 - » 1,792 ± square-foot manufactured home with 288 ± square foot carport.
 - » 576 ± square-foot manufactured home.



ADDITIONAL LOTS - INCLUDED IN TRACT 3 OR AVAILABLE AS ADD-ONS TO TRACT 1 OR 2

If there is no winning bidder on Tract 3, a selection of winery and vineyard farming equipment is available for separate purchase by winning bidders of either Tract 1 or Tract 2. These additional lots include, but are not limited to, semi-trucks and trailers, pruning tools, bottling equipment and lines, tractors and sprayers. Interested parties are encouraged to contact the listing broker for a detailed inventory, pricing, and terms.



WINERY & VINEYARD EQUIPMENT



ADDITIONAL PROPERTY FOR SALE - AVAILABLE SEPARATELY, ASKING PRICE \$950,000

There is an additional residential home and lot available, including a 2,596 ± square-foot, three-bedroom, three-bathroom home, built in 1993 and situated on a separate parcel. The parcel consists of 50.40 ± deeded acres, and the 2025 property taxes are \$6,646.99.

Along with the house, there is some limited farm and winemaking equipment, a 1,536 ± square-foot detached shop and approximately 7.84 ± measured vineyard acres. This home offers flexibility as a primary residence, vacation rental, or on-site housing for vineyard management. Interested parties are encouraged to contact the listing broker for pricing details, to schedule a viewing, or for more information.



HOUSE & 50 ACRE PARCEL



ONLINE BIDS DUE JULY 29, 2025 @ 4:00 PM (PT)

TERMS & CONDITIONS

1. Bidding Ends: Tuesday, July 29, 2025 at 4:00 PM (PT).
2. Online Bidding: A bid placed within 3 minutes of the scheduled close of the auction will extend bidding by 3 minutes until all bidding is completed. If you plan to bid, please register 24 hours prior to the close of the auction. Under no circumstances shall Bidder have any kind of claim against AgriBusiness Trading Group or its affiliates if the Internet service fails to work correctly before or during the auction. Register to bid at <http://peoplescompany.bidwrangler.com/>.
3. Notice. The information provided herein represents the extent of the information available from Seller. Bidder understands the Offering Memorandum contains selected information about 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 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 the 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 backup offers until the close of escrow. This information has been obtained from sources believed to be reliable. Seller and Agribusiness Trading Group, Inc. ("Broker") may supplement, revise, or add property information until bids are due. Potential Bidders should continue to monitor the Broker's website to ensure that the Bidder is aware of the most up-to-date information.
4. Seller Intent. Seller intends to obtain the highest value for the property.
5. Data Room. Broker has set up an electric data room ("Data Room") where Bidders may examine documents about 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 the Broker.
6. Agency. Broker is acting exclusively as the agent for the Seller. The Buyer acknowledges they are either representing themselves or have their own representation to assist them in completing a sales transaction.
7. Broker Participation. A broker representing a Bidder ("Cooperating Broker") who qualifies under the 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 before 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.
8. Earnest Money. An Earnest Money Deposit equal to 5% of the purchase price will be required upon mutual acceptance of a Purchase and Sale Agreement. Within five (5) business days of Mutual Acceptance of the Purchase and Sale Agreement, Buyer shall deposit the Earnest Money with the Escrow and Closing Agent, First American Title Insurance Company, located at 200 SW Market, Suite 250, Portland, OR 97201, in the form of a guaranteed check or wire transfer.
9. Closing Date. The Closing Date shall be on or before 30 days following mutual acceptance of a binding Purchase and Sale Agreement.
10. 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. The Buyer will pay any additional title insurance coverage or endorsements requested by the Buyer or its lender(s). Buyer shall pay all recording fees and all applicable use/sales tax on the Personal Property (if any). All real estate taxes accruing through the Closing Date will be prorated as of closing and paid in full by the Seller as a credit to the Buyer on the Settlement Statement. The buyer will be responsible for all real estate taxes after closing.
11. 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 outlined 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 the Seller's cost. The Buyer shall pay any additional costs, fees, coverages, and endorsements on the title insurance policy. If the Buyer desires further survey information, the Buyer shall be responsible for the cost of such. Title to Real Property shall transfer pursuant to the terms provided in the PSA in a form

TERMS & CONDITIONS CONT.

reasonably acceptable to Seller. Title to Personal Property shall transfer by Bill of Sale subject to the restrictions and reservations provided in the PSA in a form reasonably acceptable to Seller. Seller will cause any water rights if any, appurtenant to the property and owned by the Seller to transfer with the sale of the property.

12. Leases. The property may be subject to a farm lease(s), and the Buyer will purchase the Property subject to any 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 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 the Broker for details.

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

14. Survey. The Seller will not complete a survey of the property before closing. 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, the 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 PSA to be executed by Seller and Buyer shall be governed by and constructed by the laws of the State where the property is situated.

17. Disclaimer. By submitting a bid, each Bidder acknowledges, represents, and warrants to Seller and Broker that the Bidder has assessed, or has had the opportunity to evaluate, 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 warranties of habitability, merchantability, and fitness for a 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 verify all information independently. Each Bidder hereby unconditionally waives and releases Seller and Broker from and against any causes of action, now existing or hereafter arising, which the Bidder may have against Seller or Broker, or their agents, concerning the accuracy or completeness of the information provided.

18. Purchase and Sale Agreement. Upon notification of winning the auction, Buyer shall enter into a binding Purchase and Sale Agreement (PSA) with the Seller. Please see the Data Room for a draft of the Purchase and Sale Agreement(s) to be agreed to between Buyer and Seller. The Seller reserves the right to set minimum sales price(s) and does not guarantee the sale of the Property unless said minimum(s) is/are met. Furthermore, the Seller reserves the right to sell the Property at a price below the set minimum, but this reservation shall be at the sole discretion of the Seller. Upon the Seller's acceptance of any bid or offer, the winning Bidder and Seller shall enter into a binding PSA within three (3) business days after notification of being awarded the winning bid. The Seller shall not be obligated or bound to sell the property to a Buyer until the Seller has entered into a fully executed, definitive PSA.

19. Acknowledgement. By submitting a bid, the Bidder acknowledges and accepts the Terms and Conditions referenced herein.

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

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