

# EXCLUSIVE OFFER

## THE NORTH GILA VALLEY FARM

824± GROSS ACRE PRODUCE FARM

OFFERED THROUGH SEALED BID SALE

3 BID OPPORTUNITIES (2 TRACTS & TOTAL)

## YUMA PRODUCE FARM INVESTMENT

**PRIVATE VIEWINGS BEGIN MARCH 26, 2018**

**SEALED BIDS DUE BY APRIL 27, 2018 @ 5PM PST**

### RARE OPPORTUNITY TO SUBMIT BID(S) ON ALL & PORTIONS OF THE NORTH GILA VALLEY FARM

|                         |                   |
|-------------------------|-------------------|
| NGV NORTHEAST TRACT     | 554± Acres        |
| NGV SOUTHWEST TRACT     | <u>270± Acres</u> |
| NORTH GILA VALLEY TOTAL | 824± Acres        |

**EXCLUSIVE REPRESENTATION BY:**  
**ARID STATE LAND & AG ASSOCIATES, LLC**  
**SHAWN T. WOOD, AG & LAND BROKER**  
**C: (602)290-7516 O: (623)386-7597**

## EXECUTIVE SUMMARY

### **OFFERED North Gila Valley Farm 824± Acre Property**

- ◇ 824.96± Gross Acres (County Assessor)
- ◇ 757.06 Water Buy Acres in North Gila Valley Irrigation District
- ◇ Yuma County Zoned RA-20, minimum lot size 20 acres
- ◇ 2017 Yuma County Taxes \$68,954.64
- ◇ Farm is leased through June 30, 2019
- ◇ Electricity and telephone are at property
- ◇ Per FEMA Flood Map approximately 85% designated Zone A & 15% Zone C

### **ADDITIONAL BID OPTIONS**

#### **OFFERED NGV Northeast Tract**

- ◇ 554.96± Gross Acres (County Assessor)
- ◇ 498.41 Water Buy Acres in NGVID

#### **OFFERED NGV Southwest Tract**

- ◇ 270± Gross Acres (County Assessor)
- ◇ 258.65 Water Buy Acres in NGVID

## SEALED BID SUMMARY

### **EXCLUSIVE OFFERING BY ARID STATE LAND & AG ASSOCIATES, LLC**

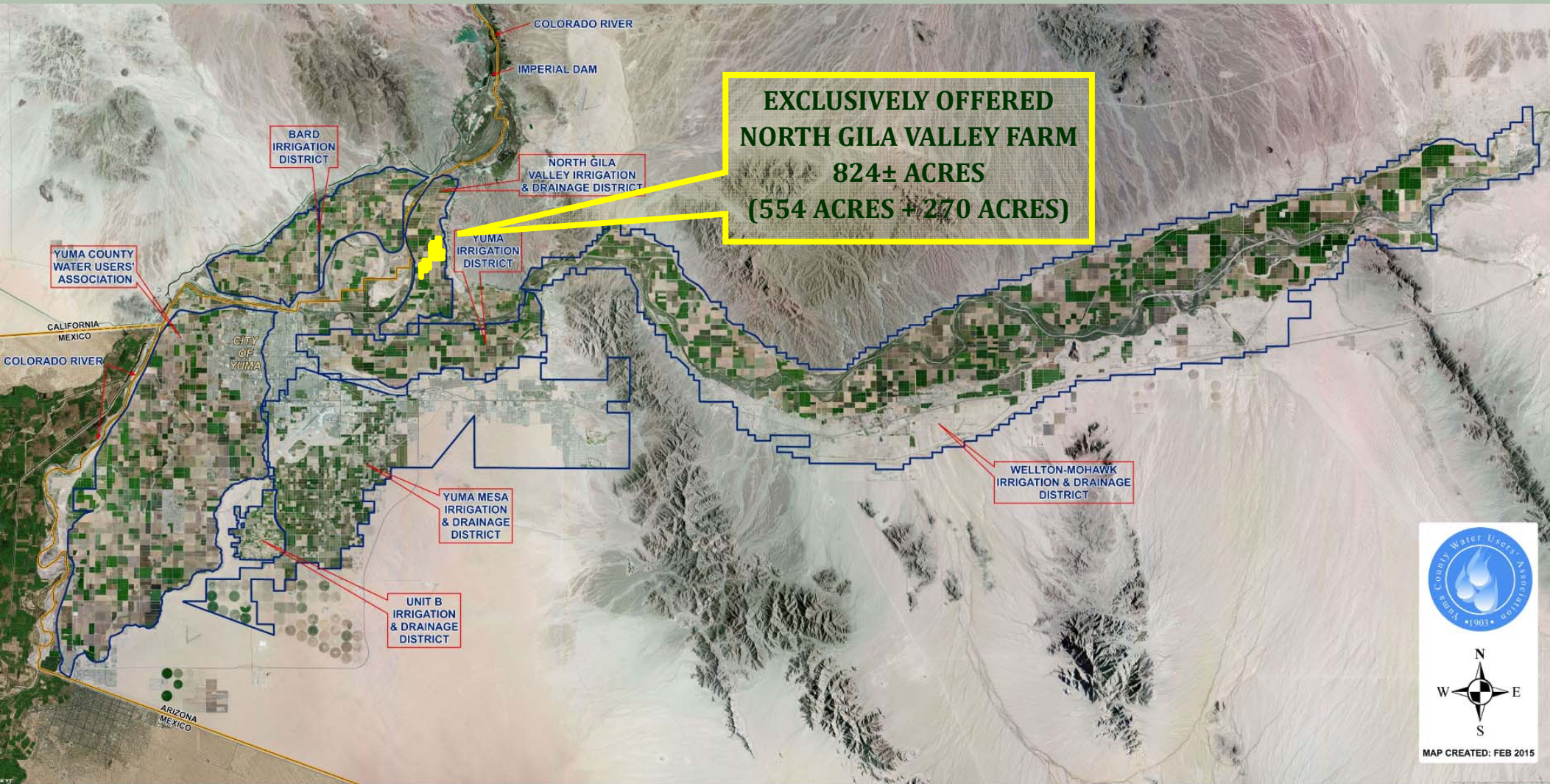
- ◇ The North Gila Valley Northeast Tract, Southwest Tract and Total Farm is offered as 3 Bidding Opportunities in the Sealed Bid Sale.
- ◇ Submit 1, 2, or 3 individual or combined party bids for the North Gila Valley 824 Acre Farm (northeast, southwest and/or total).
- ◇ Private property viewings by appointment only begin March 26, 2018.
- ◇ Sealed Bids due to Arid State Land & Ag Associates, LLC by 5:00 p.m. PST on April 27, 2018.
- ◇ Minimum Bid (3 Bidding Opportunities):

|                                |                             |   |
|--------------------------------|-----------------------------|---|
| <b>NGV Northeast Tract</b>     | <b>554.96± Acres</b>        | <b>\$14,500,000 (Fourteen Million Five Hundred Thousand Dollars)</b>    |
| <b>NGF Southwest Tract</b>     | <b><u>270.00± Acres</u></b> | <b>\$ 8,000,000 (Eight Million Dollars)</b>                             |
| <b>North Gila Valley Total</b> | <b>824.00± Acres</b>        | <b>\$ 22,500,000 (Twenty Two Million Five Hundred Thousand Dollars)</b> |
- ◇ Close of Escrow on or before June 6, 2018.
- ◇ Due diligence materials available upon Buyer's execution of Seller's Confidentiality & Non-Disclosure Agreement attached herein.
- ◇ Buyer's Property tours and due diligence inspections shall be coordinated through Arid State Land & Ag Associates, LLC  
Shawn T. Wood - C: (602) 290-7516 - shawn@westagvest.com

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# LOCATION

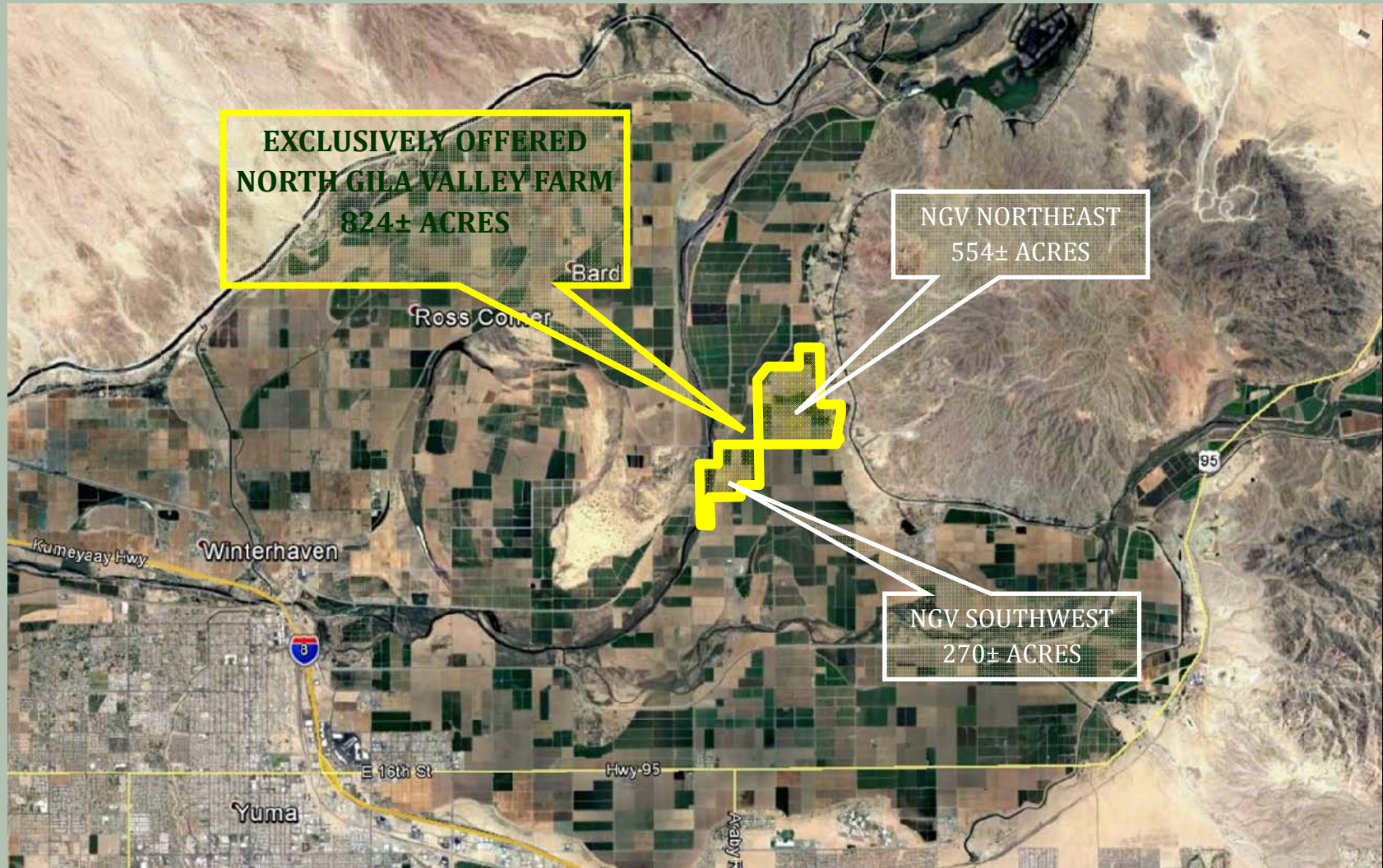
## NORTH GILA VALLEY IRRIGATION DISTRICT IN YUMA, ARIZONA



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# NORTH GILA VALLEY AREA MAP

## HISTORICAL PRODUCE FARM WITH WATER RIGHTS



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# NORTH GILA VALLEY FARM— 824± ACRES

## PROPERTY VIEWS



**NORTH GILA VALLEY FARM 824± ACRES**  
**MINIMUM BID \$22,500,000**

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# NORTH GILA VALLEY FARM— 824± ACRES

## PROPERTY OVERVIEW



◇ **Property Location & Access** The Property is located 7 miles northeast of downtown Yuma, on the northeast and southwest corners of Avenue 7E and County 5th Street. The property from Interstate 8 is via Araby Road north 1.4 miles to Highway 95, thence east .50 mile to Avenue 7E, then north 4 miles to the center of the property.

◇ **Acreage**

|                         |        |
|-------------------------|--------|
| Yuma Co. Assessor Acres | 824.96 |
| NGVID Water Buy Acres   | 757.06 |
| USDA FSA Cropland Acres | 643.1  |

◇

◇ **Assessor Parcel Number** 181-09-005, -009, -016, -015, -014 and 181-03-006, -007, -002, -003, 167-34-016

◇ **Taxes** The Yuma County Tax bill for 2017 is \$68,954.64. The 2018 taxes are not available.

◇ **Farm Lease** The farm is currently leased. Lease expires on June 30, 2019. Crops currently grown and in the past, include row crop and produce.

◇ **Irrigation Water** The Property receives irrigation water from the North Gila Valley Irrigation District. The subject has a right to purchase water for 757.06 acres. The 2018 NGVID assessment is \$65 per district acre (includes district canal acres) for the first five-acre feet with excess water being \$18.00 per acre foot paid to the district, if excess water is available. Water is delivered through multiple turnouts located throughout property.

◇ **Yuma Basin** The Property is located in the Yuma Basin which is 792 square miles with two reservoirs. For more information on the Yuma Basin please visit: [www.azwater.gov](http://www.azwater.gov)

**NORTH GILA VALLEY TOTAL FARM 824± ACRES**  
**MINIMUM BID \$22,500,000**

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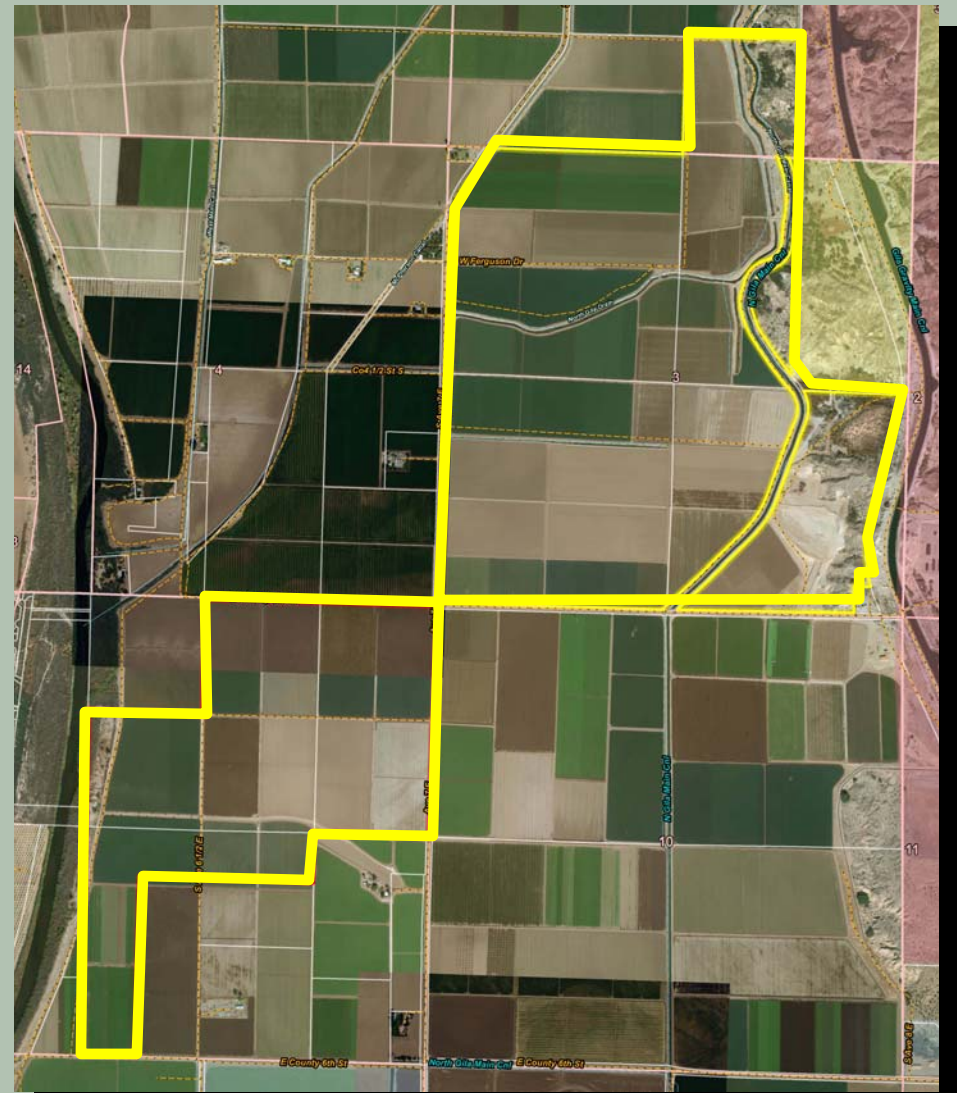
# NORTH GILA VALLEY FARM— 824± ACRES

## PROPERTY OVERVIEW

- ◇ **Zoning** The farm is in Yuma County jurisdiction zoned Yuma County RA-20. The zoning allows for a minimum lot size of 20 acres.
- ◇ **FEMA Designation** The Per FEMA Flood Map #04027, Panel# C1220E, Dated 8/28/2008 & Map #04027, Panel #C1535F, Dated 1/16/2014 the property is designated 85% Zone A, areas of 100 year flooding & 15% Zone C, areas of minimal flooding . Further information can be found at FEMA's website: [www.fema.gov/flood-zones](http://www.fema.gov/flood-zones)
- ◇ **Utilities** Electricity and telephone are at the property, no sewer services.
- ◇ **Soils & Topography:** 17.2% Class I, 16.8% Class II, 51% Class III, 1.5% Class IV, 13.5% Unclassified (desert land). The topography is generally level to sloping, with the exception of the desert land undulating land which lies on the eastern portion.

| NRCS Symbol | NRCS Unit Name                | NRCS Class Ranking | Percent of AOI |
|-------------|-------------------------------|--------------------|----------------|
| 8           | Gadsden clay                  | 3                  | 16.4%          |
| 10          | Glenbar silty clay loam       | 1                  | 17.2%          |
| 12          | Holtville clay                | 3                  | 34.6%          |
| 13          | Indio silt loam               | 2                  | 16.8%          |
| 16          | Indio-Lagunita-Ripley Complex | 4                  | 1.5%           |
| 30&35       | Torriorthens & Water          | -                  | 13.5%          |

- ◇ **Nearby Cities & Airports** The proximity of the Property to various cities and their local airport phone numbers are as follows; Yuma International Airport 7 miles (928) 726-5882, Calexico Airport 60 miles (760) 768-2175, Brawley Municipal Airport 60 miles (760) 344-4581, Phoenix Sky Harbor International Airport 150 miles (602)278-3300, San Diego International Airport 160 miles (619)400-2404.



**NORTH GILA VALLEY TOTAL FARM 824± ACRES**  
**MINIMUM BID \$22,500,000**

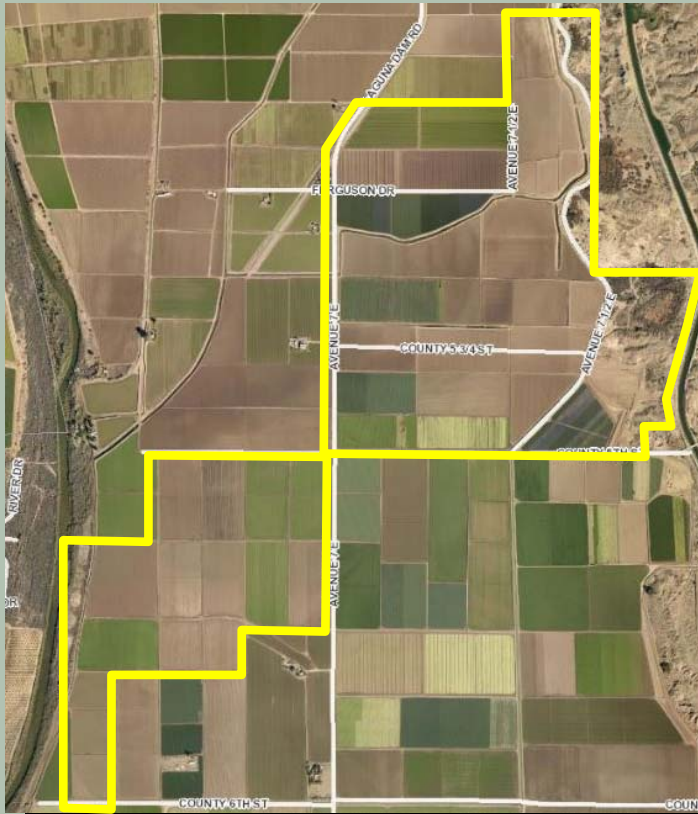
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# NORTH GILA VALLEY FARM— 3 BIDDING OPPORTUNITIES

# NORTH GILA VALLEY 824 ACRE FARM

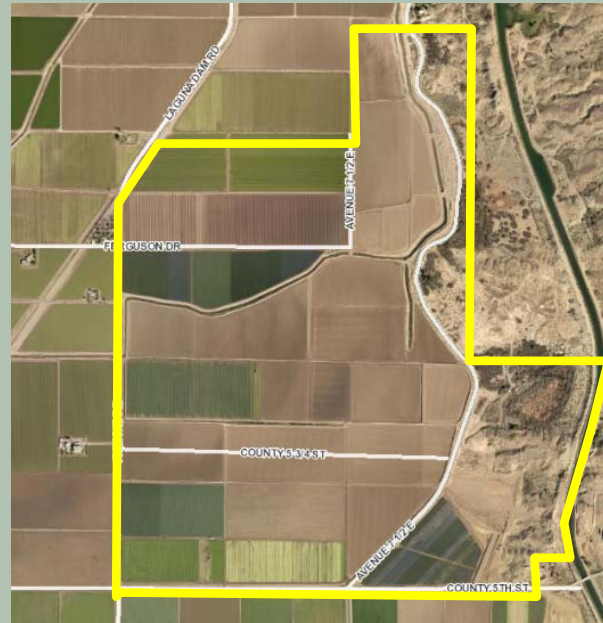
# NGV NORTHEAST TRACT 554.96 ACRE

# NGV SOUTHWEST TRACT 270 ACRE



## OFFERED North Gila Valley Total Farm

- ◇ 824.96± Gross Acres (County Assessor)
- ◇ 757.06 Water Acres in NGV Irrigation District
- ◇ 2017 Yuma County Taxes \$68,954.64
- ◇ Farm is leased through June 30, 2019

**OFFERED NGV NORTHEAST TRACT**

- ◇ 554.96± Gross Acres (County Assessor)
- ◇ 498.41 Water Buy Acres in NGV Irrigation District
- ◇ Yuma County Zoned RA-20
- ◇ 2017 Yuma County Taxes \$45,647.16
- ◇ Leased through June 30, 2019
- ◇ Electricity and telephone to property



## OFFERED NGV SOUTHWEST TRACT

- ◇ 270± Gross Acres (County Assessor)
- ◇ 258.65 Water Buy Acres in NGV Irrigation District
- ◇ Yuma County Zoned RA-20
- ◇ 2017 Yuma County Taxes \$23,307.48
- ◇ Farm is leased through June 30, 2019
- ◇ Electricity and telephone to the property

**NORTH GILA VALLEY FARM**  
**824± ACRES**  
**MINIMUM BID \$22,500,000**

**NGV NORTHEAST TRACT**  
**554.96± ACRES**  
**MINIMUM BID \$14,500,000**

**NGV SOUTHWEST TRACT**  
**270± ACRES**  
**MINIMUM BID \$8,000,000**

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# NGV NORTHEAST TRACT — 554.96± ACRES

## PROPERTY DETAILS



FROM SOUTH LOOKING NORTHEAST

- ◇ **FEMA Designation** The Per FEMA Flood Map #04027, Panel# C1220E, Dated 8/28/2008 & Map #04027, Panel #C1535F, Dated 1/16/2014 the property is designated 85% Zone A, areas of 100 year flooding & 15% Zone C, areas of minimal flooding . Further information can be found at FEMA's website: [www.fema.gov/flood-zones](http://www.fema.gov/flood-zones)
- ◇ **Utilities** Electricity and telephone are at the property, no sewer services.
- ◇ **Soils & Topography:** 10% Class I, 15% Class II, 75% Class III. The topography is generally level to sloping, with the exception of the desert land undulating land which lies on the eastern portion.

- ◇ **Property Location & Access** The Property is located approximately 7 miles northeast of downtown Yuma. More specifically located on the northeast corner of Avenue 7E and County 5th Street. The property from Interstate 8 is via Araby Road north 1.4 miles to Highway 95, thence east .50 mile to Avenue 7E, then north 4 miles to the southwest corner of property.

### ◇ Acreage

|                         |        |
|-------------------------|--------|
| Yuma Co. Assessor Acres | 554.96 |
| NGVID Water Buy Acres   | 498.41 |
| USDA FSA Cropland Acres | 409.5  |

- ◇ **Assessor Parcel Number** 181-03-002, 003, 006, 007, 7 167-34-016
- ◇ **Taxes** The Yuma County Tax bill for 2017 is \$45,647.16. The 2018 taxes are not available.
- ◇ **Farm Lease** The farm is currently leased, & expires on June 30, 2019. Crops currently grown and in the past, include row crop and produce.
- ◇ **Irrigation Water** The Property receives irrigation water from the North Gila Valley Irrigation District. The subject has a right to purchase water for 498.41 acres. The 2018 NGVID assessment is \$65 per district acre (includes district canal acres) for the first five-acre feet with excess water being \$18.00 per acre foot paid to the district, if excess water is available.
- ◇ **Yuma Basin** The Property is located in the Yuma Basin which is 792 square miles with two reservoirs. For more information on the Yuma Basin please visit: [www.azwater.gov](http://www.azwater.gov)
- ◇ **Zoning** The farm is located in Yuma County jurisdiction and zoned Yuma County RA-20. The zoning allows for a minimum lot size of 20 acres.

**NGV NORTHEAST TRACT 554.96± ACRES**  
**MINIMUM BID \$14,500,000**

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# NGV SOUTHWEST TRACT — 270± ACRES

## PROPERTY DETAILS



SOUTHWEST TRACT FROM EAST VIEWING SOUTHWEST

- ◇ **FEMA Designation** The Per FEMA Flood Map #04027, Panel# C1220E, Dated 8/28/2008 & Map #04027, Panel #C1535F, Dated 1/16/2014 the property is designated 70% Zone A, areas of 100 year flooding & 30% Zone C, areas of minimal flooding. Further information can be found at FEMA's website: [www.fema.gov/flood-zones](http://www.fema.gov/flood-zones)
- ◇ **Utilities** Electricity and telephone are at the property, no sewer services.
- ◇ **Soils & Topography:** 35% Class I, 30% Class II, 35% Class III. The topography is generally level to sloping, with the exception of the land that lies along the west against the Colorado River.

- ◇ **Property Location & Access** The Property is located approximately 7 miles northeast of downtown Yuma. More specifically located on the southwest corner of Avenue 7E and County 5th Street. From Interstate 8 travel Araby Road north 1.4 miles to Highway 95, thence east .50 mile to Avenue 7E, then north 4 miles to the southwest corner of property.

- ◇ **Acreage**

|                         |        |
|-------------------------|--------|
| Yuma Co. Assessor Acres | 270    |
| NGVID Water Buy Acres   | 258.65 |
| USDA FSA Cropland Acres | 233.6  |

- ◇ **Assessor Parcel Number** 181-09-003, 009, 014, 015, & 016
- ◇ **Taxes** The Yuma County Tax bill for 2017 is 23,307.48. The 2018 taxes are not available.
- ◇ **Farm Lease** The farm is currently leased, & expires on June 30, 2019. Crops currently grown and in the past, include row crop and produce.
- ◇ **Irrigation Water** The Property receives irrigation water from the North Gila Valley Irrigation District. The subject has a right to purchase water for 258.65 acres. The 2018 NGVID assessment is \$65 per district acre (includes district canal acres) for the first five-acre feet with excess water being \$18.00 per acre foot paid to the district, if excess water is available.
- ◇ **Yuma Basin** The Property is located in the Yuma Basin which is 792 square miles with two reservoirs. For more information on the Yuma Basin please visit: [www.azwater.gov](http://www.azwater.gov)

**NGV SOUTHWEST TRACT 270± ACRES**  
**MINIMUM BID \$8,000,000**

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# PROPERTY INSPECTION & ACCESS

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

## Viewing of the North Gila Valley Farm NORTHEAST, SOUTHWEST & TOTAL FARM

- BY APPOINTMENT ONLY -

Access is only allowed when accompanied by a representative of Arid State Land & Ag Associates, LLC or Owners.

### CONTACT

**ARID STATE LAND & AG ASSOCIATES, LLC**  
**SHAWN T. WOOD**  
**AGRICULTURE REAL ESTATE**  
**C: (602)290-7516 O: (623)386-7597**  
**SHAWN@WESTAGVEST.COM**

# SEALED BID PROCESS

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

- ☐ Private property viewing begins **MONDAY, MARCH 26, 2018.**
- ☐ Due diligence materials available upon execution of Seller's Confidentiality & Non-Disclosure Agreement.
- ☐ Buyer's Property tours and due diligence inspections shall be coordinated through Arid State Land & Ag Associates, LLC  
Shawn T. Wood C: (602) 290-7516 shawn@westagvest.com
- ☐ Sealed bids are due to Arid State Land & Ag Associates, LLC by **FRIDAY, APRIL 27, 2018 5:00 PM PST.**
- ☐ 3 Bid Options Available: NGV Northeast Tract 554 Acre, NGV Southwest Tract 270 Acres & North Gila Valley Total 824 Acre Farm
- ☐ Bids may be submitted by individual or multiple parties. All buying parties must be listed (use additional forms if needed).
- ☐ Parties may submit bids for each option. Bids must be clearly marked & submitted on separate forms.
- ☐ Bids must be submitted by Sealed Bid Form.
- ☐ Arid State Land & Ag Associates, LLC will send email with time and date of receipt of Sealed Bid Form.
- ☐ Minimum Bid is agreed to by Owner(s) and set forth for the offering. Minimum Bid:  
**BID OFFER #1: NGV Northeast Tract 554.96± Acres \$14,500,000 (Fourteen Million Five Hundred Thousand Dollars)**  
**BID OFFER #2: NGF Southwest Tract 270.00± Acres \$ 8,000,000 (Eight Million Dollars)**  
**BID OFFER #3: North Gila Valley Total 824.00± Acres \$22,500,000 (Twenty Two Million Five Hundred Thousand Dollars)**
- ☐ Seller reserves the right to accept or reject any bids.
- ☐ Highest bid or combination of highest bid(s) will be awarded by **MONDAY, APRIL 30th, 2018 at 5:00 p.m.**
- ☐ Successful Bidder(s) will be provided with Seller's Formal & Binding Real Estate Purchase Contract by **MONDAY, MAY 7th, 2018.**
- ☐ Real Estate Purchase Contract to be signed by both Buyer & Seller by **MONDAY, MAY 14, 2018.**
- ☐ Close of Escrow on or before **WEDNESDAY, JUNE 6TH, 2018.**

Potential bidders agree to assume all liability for and shall indemnify Broker, Seller, and their affiliates, and their respective officers, employees, and agents, against any and all claims, demands, or causes of action, of every kind, nature and description, whatsoever, arising out of or in any way connected with potential bidders' due diligence process or entry upon and inspection of the NGV NORTHEAST TRACT, NGV SOUTHWEST TRACT OR THE NORTH GILA VALLEY TOTAL FARM.

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# SELLER'S RIGHTS AND DISCLAIMERS

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

- ◇ **Seller's Rights:** *The Seller(s) are offering the property through a Sealed Bid Offering. The Seller(s) rights and disclaimers for the Sealed Bid Offering are included within this document. Within the Sealed Bid Offering the Seller reserves the right in its sole discretion to accept or reject any offer or bid. The Seller reserves the right to select the highest bid or to negotiate with multiple prospective bidders. The Seller reserves the right to terminate negotiations, withdraw the Property from the market without notice, amend the price, terms, conditions, and acreages being offered. Seller also reserves the right to accept back up offers until the close of escrow.*
- ◇ **Seller's Disclaimers:** *The Sealed Bid Offering has been prepared to provide an overview of the property for Buyer and Buyer's Representative's use. The information contained herein and additional information provided are considered to be from reliable sources. Neither the Seller(s) nor Broker make any warranties or representations (expressed or implied) as to the accuracy and completeness of the information provided herein.*
- ◇ **Buyer's Responsibility to Perform Due Diligence:** *It is the sole responsibility of the Buyer(s) to perform an independent investigation and due diligence of the Property. The interested parties and buyer(s) are advised to use qualified professionals to determine the suitability of the Property for Buyer's intended use. Buyer is also advised that the Property information included in the Sealed Bid Offering package is dated, and that changes may have taken place after the property information was prepared. The Property is being sold in its present As-Is condition, subject to the terms and conditions of a fully executed Purchase Sale Agreement (PSA). Seller referenced herein include; Principals, Directors, Officers, Board Members, Shareholders, Partners, Legal Counsel, Accountants, Brokerage and Advisory firms, of Seller(s).*
- ◇ **Exclusive Representation Rights & Agency:** *Arid State Land & Ag Associates, LLC exclusively represents the Sally Hughes Church Foundation, Joanne Taylor Trust, Patricia McNamara Trust, Sally McNamara Melton Trust, Kathryn McNamara Trust and Thomas McNamara Trust collectively referred to from here on out as "The Owners" and their representatives, Ottone Leach & Ray LLP for the offering and sale of the North Gila Valley Farm, NGV Farm (Northeast) and NGV Farm (Southwest), located in Yuma County, Arizona, U.S.A. The owners request that Arid State Land & Ag Associates, LLC, as exclusive representation, present the property in 3 configurations (entire farm, southwest farm & northeast farm) to solicit bids or a combination of bids that results in the highest bid.*
- ◇ **No Compensation to Buyer's Representatives:** *There will be no compensation offered to Buyer's or Bidder's representatives from the Owner (s) or it's representatives Ottone Leach & Ray LLP and Arid State Land & Ag Associates, LLC. Any representation the Bidders and or Buyers utilize will be at their own expense and will not be compensated by or from the proceeds of the accepted bid.*
- ◇ **Communications:** *The Buyer's Communications, copies of this Sealed Bid Offering, viewing of the Property, delivery of sealed bids and Property due diligence requests shall be directed through Seller's exclusive representative, Arid State Land & Ag Associates, LLC. All sealed bids will be presented to owners in conjunction with Legal Representation Ottone Leach & Ray LLP at the close of bid date.*

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# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

**THIS CONFIDENTIALITY AGREEMENT** (the “Agreement”) is made and entered into as of the day of \_\_\_\_\_, 2018, by and among \_\_\_\_\_ (“Receiving Party”) and “The Owners” which represent the Sally Hughes Church Foundation, Joanne Taylor Trust, Patricia McNamara Trust, Sally McNamara Melton Trust, Kathryn McNamara Trust and Thomas McNamara Trust and their Legal Representatives, Ottone Leach & Ray LLP, and Arizona Brokerage Exclusive Representation Arid State Land & Ag Associates, LLC. (“Disclosing Party”). Disclosing Party and Receiving Party are hereinafter also referred to as the “Party” and “Parties” as the context requires.

The Receiving Party desires to evaluate **The NORTH GILA VALLEY FARMS** (hereinafter the “Transaction”). Therefore, the parties agree as follows:

1. The term “Confidential Information” shall mean any technical, financial and commercial information, whether in written, oral or other tangible or intangible form, relating to the Disclosing Party and/or its Affiliates including, without limitation, any information with regard to the Disclosing Party’s and/or its Affiliates’ accounts, financial data, mapping, products, costs, sales, marketing, prices, customers, personnel, discoveries, ideas, concepts, drawings, tracings, diagrams, models, data, which is disclosed by or on behalf of the Disclosing Party and/or its Affiliates in connection with the Transaction. The existence of the Parties’ discussion and collaboration relating to the Transaction and the content of this Agreement shall be considered part of the Confidential Information. An “Affiliate” shall mean any entity which controls a Party, is controlled by a Party or is under common control with a Party.
2. The confidentiality obligations of this Agreement shall not apply to any Confidential Information which: (a) is generally known to the public at the time of disclosure or later becomes generally known through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party; (c) is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; or (d) is at any time independently developed by the Receiving Party as proven by its written records.
3. The Receiving Party shall keep all Confidential Information received from the Disclosing Party as strictly confidential and shall not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party.
4. If the Receiving Party is required by law, court order, auditors, regulatory or a governmental authority to disclose the Confidential Information, the Receiving Party will give the Disclosing Party a notice thereof as soon as reasonably practicable, if permitted, so that the Disclosing Party may seek a protective order or other appropriate remedy at its own expense. In the event such protective order or other remedy is not obtained, disclosure will be done only to the extent required, and subject to confidentiality protection to the extent reasonably possible. Notwithstanding the foregoing, the Receiving Party shall have no obligation to delay or withhold disclosure of Confidential Information if such delay or withholding could subject the Receiving Party to civil or criminal sanctions, penalties, or enforcement.
5. The Receiving Party shall not use the Confidential Information in any other connection or for any other purpose than the Transaction without the prior written consent of the Disclosing Party.
6. The Receiving Party shall restrict the access to Confidential Information to only those of its own directors, officers, employees, sources of equity and financing and third party advisors (the “Representatives”) who need to know the Confidential Information for carrying out the Transaction. The Receiving Party shall be responsible for ensuring that such Representatives to whom Confidential Information is disclosed are aware of and adhere to the terms of this Agreement. The Receiving Party shall be liable for any unauthorized use or disclosure of Confidential Information by any Representatives to whom the Receiving Party has disclosed Confidential Information.
7. The Receiving Party shall use at least the same degree of care in protecting Confidential Information as it uses in respect of its own Confidential Information and business secrets.
8. Each Party may be a member of a group of companies consisting of several legal entities and it may be necessary for each Party to provide Confidential Information to its Affiliates. The Parties agree that of an Affiliate but only to the extent that such Affiliate and its Representatives need to know such Confidential Information in connection with the Transaction;
  - (a) the Receiving Party shall ensure that an Affiliate and its Representatives to whom Confidential Information is disclosed are aware of and adhere to the terms of this Agreement;
  - (b) disclosure by or to an Affiliate shall be deemed to be a disclosure by or to that Party, as applicable;
  - (c) each Party shall be responsible for the observance and proper performance by all of its Affiliates and their Representatives of the terms of this Agreement.
9. This Agreement and the obligations of the Parties set forth in this Agreement shall terminate two (2) years from the date hereof.

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

10. At the request of the Disclosing Party at any time for any reason, the Receiving Party shall immediately return to the Disclosing Party or permanently destroy all tangible documents and materials in its possession which contain Confidential Information, except that the Receiving Party may retain copies of such documents as required by law, regulation or internal document retention policies. At the request of the Disclosing Party, the Receiving Party shall confirm in writing its compliance with such request.

11. This Agreement shall not oblige either Party to provide Confidential Information to the other Party. Other than as provided in any definitive agreement between the Parties regarding the Transaction, the Disclosing Party makes no representation or warranty with respect to the reliability, accuracy or completeness of the Confidential Information, and the Disclosing Party expressly disclaims any liability arising from the use of the Confidential Information by the Receiving Party or its Representatives.

12. All Confidential Information shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be deemed to constitute the grant of any license or other rights to the Receiving Party in the Confidential Information except for the right to use the Confidential Information for the Transaction as expressly set forth in this Agreement.

13. The Parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the Disclosing Party and that, in addition to its other remedies, the Disclosing Party may be entitled to injunctive relief from any court of competent jurisdiction to restrain any threatened or continued breach of this Agreement.

14. Neither Party shall be entitled to transfer this Agreement or any of its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

15. Any amendments to this Agreement shall be made in writing and shall be signed by each Party.

16. Any delay or failure by either Party in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy by such Party unless such waiver has been given in writing.

17. If any term of this Agreement is held invalid or unenforceable, such determination shall not invalidate or render unenforceable any other term of this Agreement.

18. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and excludes and supersedes any other oral or written agreements, undertakings or commitments of the Parties relating to the subject matter of this Agreement.

19. This Agreement shall be governed by and construed in accordance with the laws of Arizona. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by the courts of Arizona.

20. For the convenience of the Parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties.

breach, termination or validity thereof shall be resolved by the courts of Arizona.

20. For the convenience of the Parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties.

DISCLOSING PARTY: ARID STATE LAND & AG ASSOCIATES, LLC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

shawn@westagvest.com

21151 W. Highway 85  
Buckeye, AZ 85326  
Office#: (623) 386-7597  
Cell #: (602) 290-7516  
Fax#: (480) 336-2880

RECEIVING PARTY: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

# CONFIDENTIAL DOCUMENTS

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

Due diligence documents are available to potential Bidders that execute the Confidentiality and Non-Disclosure document. Upon receipt of Bidders and Sellers fully signed CNDA, Arid State Land & Ag Associates, LLC will provide Bidders with a Digital Folder containing the following

- \*Preliminary Title Report (ePre) dated January 17, 2017,

- \*Lease Agreement.

Digital file will also contain the following non-confidential documents:

- \*Subject boundary aerial with flood overlay.

- \*Subject boundary aerial with USDA FSA Cropland acre overlay.

- \*Subject boundary aerial with USDA Soil Survey overlay.

The Property is subject to State, County and Federal laws and regulations. All potential bidders should check with the appropriate responsible agencies to verify approved uses. All information included and provided as part of the Sealed Bid Sale is for the potential bidders' convenience only and is neither guaranteed nor warranted in any way by Broker, Seller, or any of its affiliates. The purchase of the Property shall be on an "AS IS" basis without representations or warranties of any kind or nature, including without limitation, any warranty of quantity, quality, age, species mix, site classification, or boundaries of the Property included in the sale.

All potential bidders understand, acknowledge, and agree that any information, whether written or oral or whether in response to questions asked by potential bidders or third parties, or in the form of maps, surveys, information, soil reports, or any other information whatsoever, without exception, pertaining to the Property and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with the law, or other attribute or aspects of the Property is furnished to bidders and potential bidders solely as a courtesy and bidders shall not rely upon any such information provided by or on behalf of Broker, Seller, or any of its affiliates in the development of any binding Real Estate Purchase Contract. Potential bidders should satisfy themselves as to the adequacy of all information prior to submission of their offer. Neither Seller nor its representatives have verified the accuracy of any statements or any other information contained therein or the qualifications of the persons preparing such information. Neither Broker or Seller nor its representatives warrant the accuracy of any information contained therein in any way. Seller reserve the right to reject any and all bids and to waive technical deficiencies in bids in its sole discretion.

**EXCLUSIVE REPRESENTATION BY:  
ARID STATE LAND & AG ASSOCIATES, LLC  
SHAWN T. WOOD, AG & LAND BROKER  
C: (602)290-7516 O: (623)386-7597**

# SEALED BID FORM

NORTH GILA VALLEY FARM—3 OFFERINGS NORTHEAST TRACT 554.96 ACRE, SOUTHWEST TRACT 270 ACRE & TOTAL 824 ACRE FARM

- All bids must be submitted to Arid State Land & Ag Associates, LLC by April 27, 2018 @ 5:00 PM PST.
- Undersigned Bidder acknowledges and agrees to have read and understand the Sealed Bid Process.
- The bidder understands that the Seller reserves the right to reject or accept any bid.

## SEALED BID

### SELECT BID SUBMISSION:

(SELECT ONE)

☐

NORTH GILA VALLEY NORTHEAST TRACT 554± Acres

☐

NORTH GILA VALLEY SOUTHWEST TRACT 270± Acres

☐

NORTH GILA VALLEY TOTAL FARM 824± Acres

\*MULTIPLE PROPERTY BIDS MUST INCLUDE SEPARATE SEALED BID FORMS

|                            |    |       |                     |       |
|----------------------------|----|-------|---------------------|-------|
| Bid Amount:                | \$ | _____ | Bidders Name        | _____ |
| Deposit Amount:            | \$ | _____ | Print Full Name)    | _____ |
| All Cash Purchase:         | \$ | _____ | Company Name:       | _____ |
| Obtaining Loan-Lender:     |    | _____ | Street Address:     | _____ |
| Due Diligence Time Needed: |    | _____ | City, State, Zip:   | _____ |
| Projected Close of Escrow: |    | _____ | Office Number:      | _____ |
|                            |    |       | Cell Number:        | _____ |
|                            |    |       | Fax Number :        | _____ |
| ADDITIONAL INFO            |    | _____ | E-mail Address:     | _____ |
|                            |    | _____ |                     |       |
|                            |    | _____ | Bidder's Signature: | _____ |

**EXCLUSIVE REPRESENTATION BY:**  
**ARID STATE LAND & AG ASSOCIATES, LLC**  
**SHAWN T. WOOD, AG & LAND BROKER**  
**C: (602)290-7516 O: (623)386-7597**