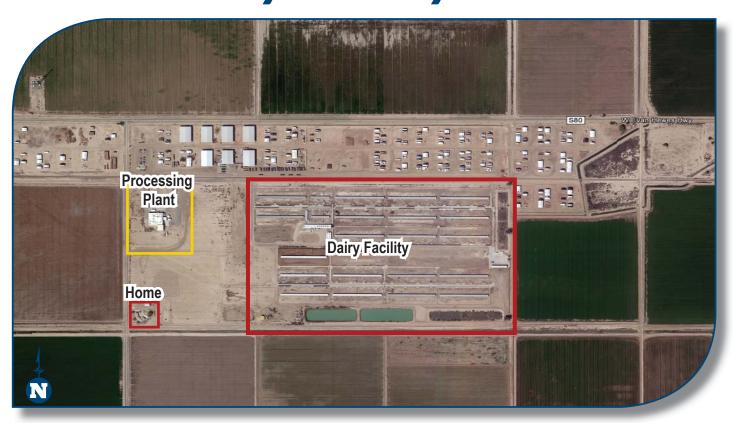


FOR SALE by Sealed Bid K F Dairy Facility and Home



129.29± Acres Imperial County, California

- 2.300± SF Custom Built Home
- Office, Milking Barn, Commodity Barn & Hospital Barn
- Property is Adjacent to Railroad Spur
- Milk Processing Plant Adjacent to Property
- Imperial Valley Water Rights Entitlement

Exclusively Listed By:

The Dahm Team Real Estate Company, Inc.

Doug Dahm, Listing Broker BRE # 01896237

With:

THE RANCH COMPANY

A Dairy Division of Pearson Realty





K F Dairy Facility and Home

129.29± Acres

\$2,995,000

DESCRIPTION:

The property consists of two parcels for a total of 129.29± acres that includes a 2,300± SF custom home with swiming pool and a complete dairy facility. The dairy is CAFO permited for 3,200 milking cows with additional corrals for dry cows and young stock up to 3,000 head. Property features a double 36 parallel milking parlor with Expressway Boumatic stainless steel milking stanchions and 72 Boumatic Integrated Signature auto-detach milking machines on 28" centers to accommodate both Holsteins or Jersey dairy cows. Other milking parlor equipment includes a back flush system, milk sweep, air pressure systems, pulsation equipment, double loop stainless steel milk lines and pressure lines, milk pump receivers, pvc air lines, galvanized water lines, back up diesel generator, two (2) 8,000± gallon stainless steel milk tanks, four (4) stainless steel milk filter, AGC chiller-plate cooler, two (2) stainless steel acid wash basins, stainless steel soap wash basin, two (2) Anderson Guardian Pen meters, Partlow meter, LC Penner tank wash system, and six (6) Copland Discus refrigeration compressors with motor package, two (2) Therma-Stor heat recovery systems, a DeLaval ERS heat recovery system; CIP washing system for milk trucks, one Universal Commercial hot water heater, Parker boiler, Curtis Master Line dual air compressor, two (2) Robusch vacuum pumps with AC tech controllers, Square D Switch boards and control panels for booster, milk and vacuum pumps, wash pen motors, pumps and sprinkler system. Boumatic controllers and pulsation system, laundry system and electrical transformer. The milk barn and sprinkler pen are also improved with Korral Kool and ADS tracking fan air conditioning units.

IMPROVEMENTS:

<u>Miscellaneous Improvements</u> - include grading, earthwork, large dairy lagoon and water management system consisting of an eight million gallon water storage pond. There are 12 sand media filters with 3 micro-media filters, a chlorine injection pump with 500± gallon storage tanks and a 360,000± gallon water storage tank with VS pumping system. There is also PVC piping, water tanks, flush system with gates, pumps, motors, and piping, as well as electrical work, lighting, generator, additional fencing, transfer lanes and concrete.

LOCATION:

The property is located between Jeffery Road and Westmoreland Road just south of W. Even Hewes Highway (S80) at 1870 B Jeffery Road, El Centro, CA 92243.

LEGAL:

Imperial County APN #'s 051-020-033 (125.29± acres) and 051-020-031 (4± acres with residence).

PRICE/TERMS:

\$2,995,000.

SEALED BID:

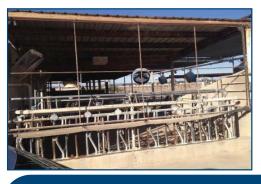
The property is being sold under a "Sealed Bid" process. Bid instruction are included in this package.\$2,995,000.

NOTE:

This property is listed by: The Dahm Team Real Estate Company, Inc. Doug Dahm, Listing Broker BRE #01896237

With: Pearson Realty

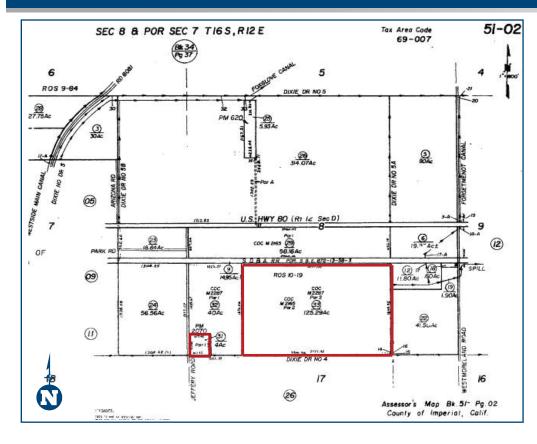








APN MAP













SOIL MAP



Imperial County, California, Imperial Valley Area (CA683)				
Map Unit Symbol	Map Unit Name	Percent of AOI		
110	Holtville silty clay, wet	0.1%		
114	Imperial silty clay, wet	99.8%		
115	Imperial-Glenbar silty clay loams, wet, 0 to 2 percent slopes	0.1%		
Totals for Area of Interest		100.0%		

BID INSTRUCTIONS

KF DAIRY FACILITY & HOME, El Centro, California

Listing Broker:

Ed Camara Pearson Realty

3447 S. Demaree Street

Visalia, CA 93277 559-410-5557

ecamara@pearsonrealty.com

BRE 01773451

Listing Broker:

Doug Dahm

The Dahm Team Real Estate Company, Inc.

1450 Broadway, Suite D El Centro, CA 92243

760-427-6741

doug@dahmteam.com

BRE 01342528

1. Shown by Appointment Only:

Property showings are to be arranged through the Listing Broker.

2. **Confidentiality:**

Seller requests that Potential Buyer and Buyer's Agent keep all information and reports obtained from Seller or relating to the property confidential and will not disclose any such confidential information to any other person or entity without obtaining the prior written consent of Seller. Buyers to sign a Non-Disclosure Agreement (NDA) provided by the Listing Broker. If Buyer is represented by a Broker, the Broker must also sign the NDA as well as a Broker Participation Agreement (provided by Listing Broker).

3. **Deposit**:

In order to qualify as a bidder, a deposit of \$100,000 must be submitted with this bid in the form of Cashier's check.

The Buyer's sealed bid shall be accompanied by a cashier's check, made payable to Chicago Title, for the initial deposit of \$100,000 which shall be non-refundable to the winning bidder and shall be credited to the purchase price upon Seller's acceptance.

4. **Buyer Premium:**

Buyer will add an additional three percent (3%) to the final purchase price. This fee will be paid at close of escrow and collected by the Escrow Company.

5. Submission of Sealed Bid:

Submit your sealed bid, purchase agreement and \$100,000 deposit to either Listing Broker's office on or before May 7, 2018 by I2:00PM. The sealed bid form and purchase contract is provided in the complete bid package.

6. **Broker Representation:**

If the Buyer is represented by another Broker, the Broker shall submit a signed copy of the Broker Participation Agreement, Non-Disclosure Agreement form and Buyer's purchase agreement, which you will find in the complete bid package.

7. <u>Seller Representation:</u>

Other than specifically disclosed herein Seller has not made, does not make and expressly disclaims any warranties, representations, covenants or guarantees expressed or implied or arising out of operation of law as to the merchant ability, habitability, quantity, quality or environmental conditions of the property or its suitability of fitness for any particular purpose or use.

8. Due Diligence:

Prior to submitting a Vacant Land Purchase Agreement and Joint Escrow Instructions (purchase contract), Buyer shall have the right to conduct all due diligence inspections at Buyer's expense to determine if property is suitable for Buyer's intended use. If a survey is necessary, the survey will be at Buyer's expense. Purchase price will not be adjusted based on acreage variations determined with a survey.

A complete bid package which includes all disclosures and property information may be obtained from Listing Brokers.

9. Representations, Warranties and Disclaimer:

All Prospective Bidders are advised to conduct their own respective due diligence investigations and reviews of the Property files and collateral. Buyer and/or Buyer's Agent shall bear the responsibility to confirm all calculations prior to sealed bid deadline.

Seller reserves the right, at their sole and absolute discretion, to withdraw any or all of the Property from the Property Sale, at any time. In addition, the Seller may accept or reject any bid submitted by a Prospective Buyer in its sole and absolute discretion.

Dimensions and acreage are based on information provided by the Sellers and public records, and are believed to be correct. We believe the information contained herein to be true and correct. It is obtained from sources which we regard as reliable, but Sellers, The Ranch Company and The Dahm Team Real Estate Company and real estate brokers assume no liability for its accuracy, errors or omissions. All property is being sold AS-IS/WHERE-IS and Seller or its Agents make no warranties or guarantees expressed or implied.

10. Terms and Conditions of Sale:

This sale is considered absolute with minimum reserve price of \$2,450,000 and the highest bidder will be awarded immediately the property subject to the terms and conditions of this auction and purchase agreement.

The highest bid shall be considered an agreement to buy and is final. Buyers acknowledge that these properties are being sold at private sealed bid subject to all existing covenants, conditions, restrictions, reservations, easements, rights of way, assessments, zoning and all governmental doctrines. See Preliminary Title Report.

Financing – be sure you have arranged financing, if needed, and are capable of paying cash at closing.

11. Property Transfer:

The winning bidder will be required to sign a completed purchase contract within 1 business day after notification of acceptance. The Bidder must be prepared and qualified to complete this transaction for this property on or before May 16th, 2018.

The winning bidder's deposit and mutually signed contract will be delivered to Chicago Title Company, 1425 West Main Street, El Centro, CA 92243 with Peggy Cole to open escrow on May 9th, 2018 and the close of escrow and transfer of property will be on or before May 16th, 2018.

KF Dairy Facility and Home Non-Disclosure Agreement

Thank you for your interest in acquiring property owned by the Kuhn Farms Owners in Imperial County, California. The land owners are willing to provide you with confidential information concerning the property for the purpose of evaluating a possible purchase. However, as you can understand, the land owner must insure that any information disclosed to you remain confidential. Therefore, the land owner is willing to enter into discussions regarding a possible sale and to make confidential information relating to the land available to you solely on the following terms and conditions:

- (1) You agree to use any confidential information that the land owner may provide to you regarding the land solely for the purpose of evaluating it and formulating an offer, negotiating the terms, and concluding a purchase of the land or other acquisition of rights related to the land. You further agree that you will not at any time, in any fashion, form or manner, either directly, indirectly or through your officers, directors or agents divulge, disclose or communicate to any person, entity, or governmental body in any manner whatsoever, or use to the land owner's detriment or the detriment of the property, the fact that we have entered into discussions regarding a possible sale or other disposition of the land, or any information of any kind that the land owner may provide with respect to the land, including without limitation, its soil condition, environmental condition, suitability for development, value, the quantity and quality of water available to the land, or any other information concerning the land. Notwithstanding the foregoing, you may share the fact that we have entered into discussions, and information that the land owners provide, with your management level employees, accountant, legal counsel, consultants and advisors, including without limitation your water consultants or advisors, only as is necessary to evaluate the land and to formulate an offer, negotiate the terms and conclude a purchase or other acquisition of rights related to the land, provided that all of such consultants and advisors agree to maintain such information in confidence in accordance with the foregoing agreement as well. The obligations under this agreement with respect to confidential information do not apply to the extent that: (i) land owners have authorized the disclosure of such information; (ii) the particular information is already known at the time of disclosure by the land owners, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information is or becomes generally known in the relevant industry without your fault; (iv) you independently develop such information without access to or use of the confidential information, as evidenced by written records; or (v) you rightfully obtain such information from a third party who has the right to disclose it without violation of any confidentiality obligations.
- (2) In the event that you do not make an offer to purchase the land or acquire any rights related thereto, or any offer that you make is rejected, or we are unable to complete an agreement for the sale or other disposition of the land, you agree to return immediately all of the information that the land owners have provided intact, including any copies that you or your consultants and advisors may have made. In such an event, you also agree to continue to hold as confidential the fact that we had discussions related to the possible sale or other disposition of the land, and not to disclose or release the fact that we have had discussions or any information the land owners have provided to you to third parties without the land owners' prior written consent, except pursuant to a court order requiring such disclosure or release or as otherwise may be required by law.

Assuming the foregoing is acceptable, please execute the enclosed copy of this agreement evidencing your acceptance of the foregoing terms and conditions, and return it.

-SIGNATURES APPEAR ON THE NEXT PAGE-

KF Dairy Facility and Home Non-Disclosure Agreement

Seller: Kuhn Farms			
By: Heidi L. Kuhn Title: Trustee			
Purchaser:			
Name of Company or Individual:	,	· · · · · · · · · · · · · · · · · · ·	
Signature:			
Printed Name of Signer:		-	
Title of Signer:			
Date:			

LOCATION MAP Moss (78) Orita Curlew Fuller Meloland (115) Plaster City Dixieland Edgar El Centro Ocotillo (98) Bonds Corner (98)

Mt Signal

Calexico

(98)

REGIONAL MAP opiniya MIIand Vista (79) Anza-Borrego Calipatria Escondido Amos Santa Ysabel Desert Julian State Park (78) Acolita Westmorland (67) Brawley (79) Mt Laguna Imperial Cleveland El Cajon National Forest Plaster City El Centro Ocotillo 8 San Diego (98) (98) (98) Calexico Boulevard Chula Vista Jacumba Mexicali Campo Hot Springs 1 2 Tecate 905 (2D) Ciénega La Rumorosa 2D) Redonda Tijuana Michoacán 2) de Ocampo Japá Nuevo León Palm Valley Rosarito La Ponderosa 201 Las Calabazas Guadalu

We believe the information contained herein to be correct. It is obtained from sources which we regard as reliable, but we assume no liability for errors or omissions. Policy on cooperation: All real estate licensees are invited to offer this property to prospective buyers. Do not offer to other agents without prior approval.

Offices Serving The Central Valley

FRESNO 7480 N. Palm Ave, #101 Fresno, CA 93711 559.432.6200

VISALIA 3447 S. Demaree Street 1801 Oak Street, #159 Visalia, CA 93277 559.733.3232

BAKERSFIELD Visalia, CA 93301 661.334.2777







La Pluma

