



**718.06 GROSS ACRES PLANTED TO ALMONDS WITH
CLAIMED DIVERSION RIGHTS, A CURRENT CONTRACT WITH
MERCED IRRIGATION DISTRICT AND THREE AG WELLS | **MERCED COUNTY, CA****

Ca Ag
Properties

CaAgProperties.com

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Offering Summary

- A 718.06 +/- gross acre offering of almonds benefiting from claimed diversion rights, a current contract with Merced Irrigation District and three ag wells, located in Merced County, CA.
- The property is currently planted to 650.92 +/- acres of almonds with varieties inclusive of 50% Nonpareil and 50% Independence.
- The trees were planted in 2014 making them 12th leaf for the 2025 crop year.



The Terms: Ca Ag Properties, Broker. "Broker" as used herein includes Ca Ag Properties, its Officers, Directors, agents, DBA's and employees.

Sellers Rights: Seller hereby reserves the right to accept or reject any offer, terminate negotiations, withdraw the Property from the market without notice, amend the price, terms, conditions, and acreages being offered, and negotiate with multiple prospective purchasers concurrently until a definitive, legally binding Purchase and Sale Agreement is fully executed by Seller and Buyer. Seller also reserves the right to accept backup offers until the close of escrow.

Disclaimers: This information Memorandum contains information which may assist a potential buyer in evaluating the subject property for acquisition. Although information herein is and subsequent information to be provided by Broker shall be from sources believed to be reliable, **neither Seller, Broker, nor its agents, makes any warranties or representations, express or implied, as to the accuracy, completeness or significance of such information.** Buyer should not rely on the accuracy of any such information. It shall be Buyers' sole responsibility to conduct an independent investigation and due diligence of the Property, its characteristics, production, soils, crops, water availability, and any other factors of importance to Buyer. Buyer is strongly advised to use qualified industry professionals to determine the suitability of the Property for Buyers' intended use. Buyer is also advised that this Memorandum and Property information is dated, and **that changes may have occurred prior to, during, and after the time that this Memorandum was prepared. The Property is offered for sale only in its present As-Is condition,** and on terms and conditions only as may be set forth in a fully executed, definitive Purchase and Sale Agreement. Seller referenced herein shall be deemed to include its Principals, Directors, Officers, Shareholders, Partners, Associates and Employees.

Sustainable Ground Water Management Act: California has enacted groundwater management legislation in the form of the Sustainable Groundwater Management Act ("SGMA"). All California groundwater basins and sub-basins are affected by SGMA. Each basin and sub-basin will be managed by one or more local Groundwater Management Agencies ("GMA"). Each GMA is required to adopt a Groundwater Management Plan ("GMP") which are intended to address and rectify groundwater over-drafting. Buyer is advised that the Property may be located in one or more groundwater basin or sub-basin that are subject to one or more GMPs. As a result and depending on the terms and provisions of the GMP, extraction of groundwater may be severely curtailed, restricted, measured or prohibited. In addition, costs and fees may be imposed on the extraction of groundwater if it is permitted. These rules and charges may be applicable regardless of the Property's history of groundwater production. The Buyer is strongly encouraged to investigate the applicability of SGMA to the Property by consulting the State Water Resources Board and all applicable GMAs to determine if there is a GMP in effect or planned that will affect the Property and if so, what are its terms and provisions and impact on the Buyer's intended use for the Property. Broker has not made, does not make and hereby disclaims any and all representations or warranties concerning the Property's location in any groundwater basin or sub-basin, whether it is affected by SGMA or one or more GMPs or the existence, accessibility, quantity, quality or cost of any groundwater relating to the Property.

Exclusive Representation Rights: Ca Ag Properties has been granted Exclusive Rights to represent Seller in the offering and sale of the property described herein. All communications, Letters of Intent, Offers, requests for additional copies of this Memorandum, requests for additional information, or for appointments to view may be made by contacting the following parties:

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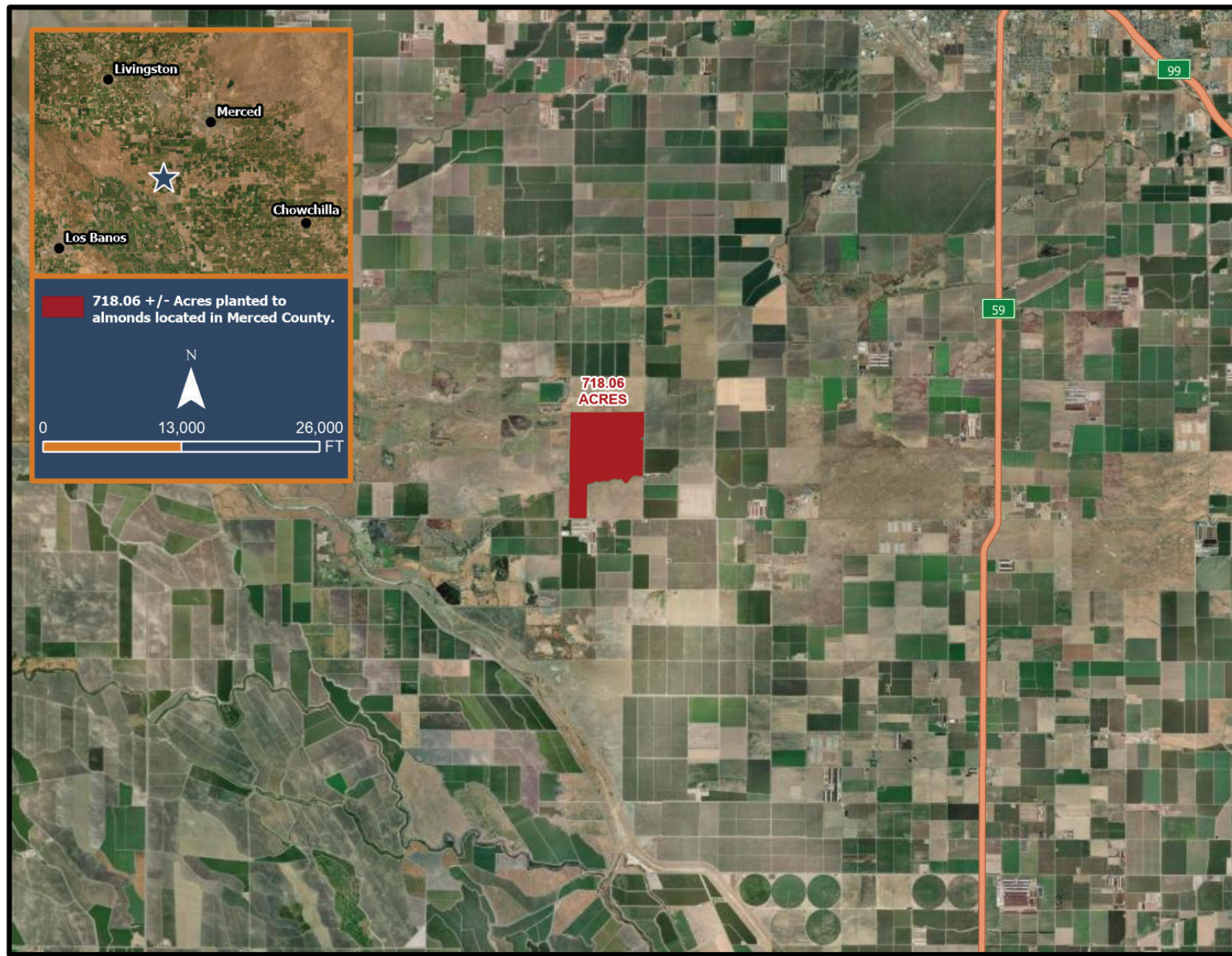
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All information contained herein or subsequently provided by Broker has been procured directly from the seller or other third parties and has not been verified by Broker. Though believed to be reliable, it is not guaranteed by seller, broker or their agents. Before entering into any contract to purchase all or any portion of the subject property, prospective purchasers are advised, as a matter of due diligence, to investigate and verify the accuracy of all such information, as well as the property's suitability for prospective purchasers intended purpose.

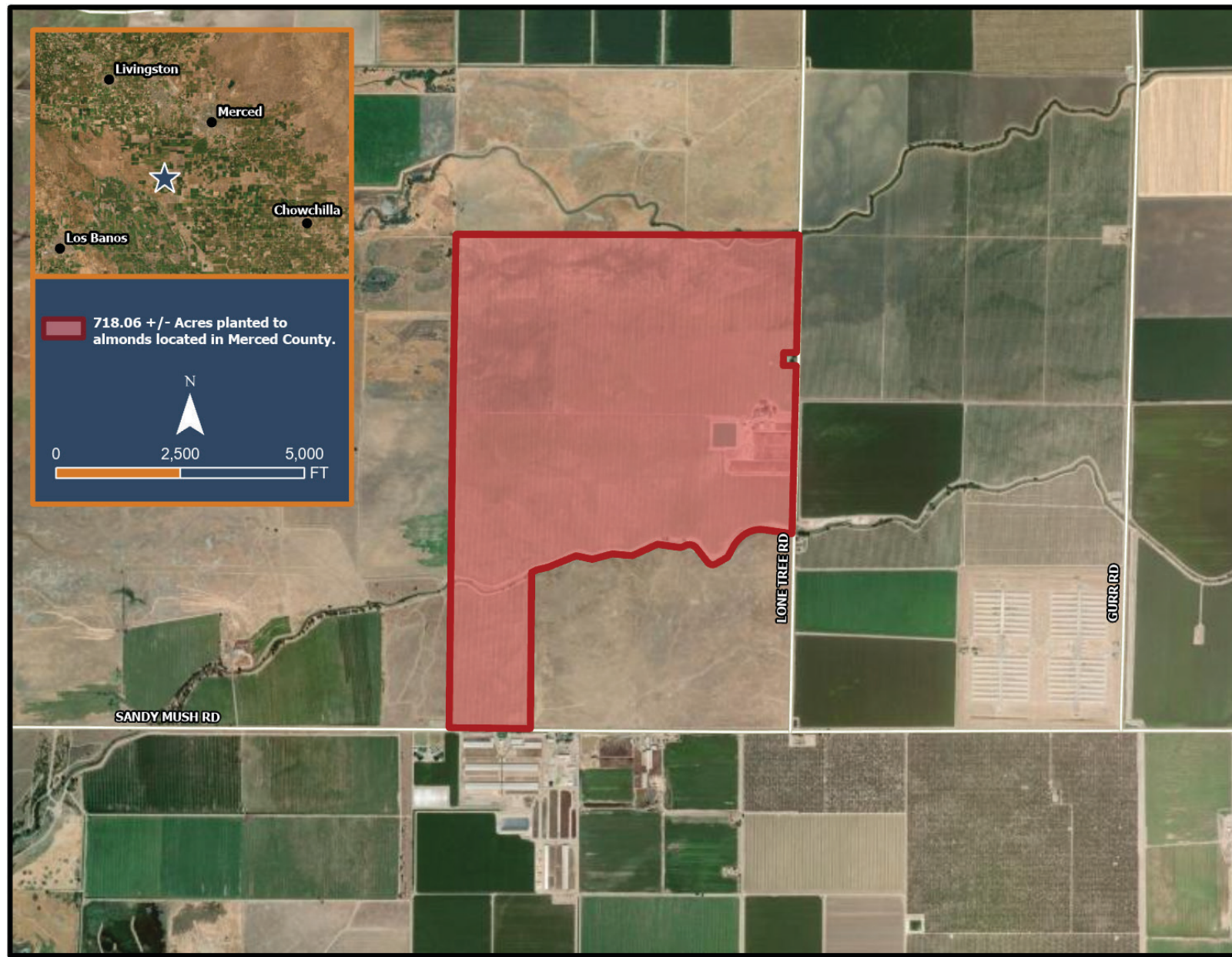
ALL OFFERINGS MAP



REGIONAL MAP



LOCAL MAP



Location, Description & Zoning

- The property is located approximately 14 miles Southwest of Merced in Merced County, CA.
- From Highway 99 South of Merced, take Exit 176 for Plainsburg Road / Sandy Mush Road. Drive West on Plainsburg Road for approximately 0.2 miles, Plainsburg Road becomes West Sandy Mush Road. Drive West for approximately 14.2 miles and the property will be on your right. The property continues North for approximately 2.96 miles.

COUNTY	APN	INTEREST HELD	ACRES (+/-)	ZONING	DESCRIPTION
Merced	065-120-020	Fee Title	718.06	A-1	ADJ PAR 2 POR SEC 30 & 31/8/13

Property Assessments

COUNTY	APN	2024-2025 PROPERTY TAXES	
		1ST INSTALLMENT	2ND INSTALLMENT
Merced	065-120-020	\$49,918.00	\$49,918.00



Purchase Price & Terms¹

- Lance Miller, in his capacity as Court-appointed receiver (the “Receiver”), has hired Cameron Kay of Ca Ag Properties (“Broker”) to act as his exclusive seller’s agent with respect to the sale of this property.

On May 1, 2025, the Court entered an *Order Establishing Marketing, Bid, and Auction Procedures for Receivership Properties* (the “Bidding Procedures Order”), which governs the marketing and sale of this property and established the “Bidding Procedures,” which work in tandem with the form Purchase and Sale Agreement (“PSA”) that you can obtain from Broker. Your offer to purchase this property must be made by modifying the PSA and redlining the changes made and blanks filled in. To be considered a “Qualified Bid” submitted by a “Qualified Bidder,” your offer must include a deposit equal to 10% of the proposed purchase price, which the Receiver will hold in trust pending approval of the sale by the Court.

To be considered a Qualified Bid, your offer must also be accompanied by a declaration signed under penalty of perjury disclosing any known connections that you have to (i) the Receiver, (ii) the Broker, (iii) any owner, borrower, or insider thereof, and (iv) any creditor or other interested party. The declaration must also state that the bidder has not, and will not, collude with any other potential purchasers or anyone else with respect to the sale. Broker will provide you with the form of the declaration. Your offer must also be accompanied by evidence of your financial ability to close unconditionally in a form acceptable to the Receiver (examples include a letter from your bank that you have the cash available or that you are approved for a loan which is enough to complete the purchase within the timeframe stated in the PSA).

Any contingency period must expire before the earlier of an auction of the property, if held, or the Court hearing to consider approval of the sale (the “Sale Hearing”) if no auction is held.

After the Receiver conditionally accepts a Qualified Bid to purchase a Property, he will file a “Sale Notice” with the Court that will disclose the terms of the proposed sale, the deadline to submit competing bids for the property, provide at least 21 days’ notice of any auction of the property, and provide the date of the Sale Hearing. Each prospective purchaser must submit its offer to purchase this property in writing so that it will be received by Broker no later than the deadline to be set forth in the Sale Notice in order to be considered. If more than one bidder submits a Qualified Bid for the property, the Receiver will hold an auction, with all Qualified Bids being subject to overbids at the auction. At the conclusion of the auction, if held, the Receiver will name the Successful Bidder and the Back-up Bidder (each as defined in the Bidding Procedures Order). If only one bidder timely submits a Qualified Bid, then the Receiver will request entry of a Court order approving the sale at the Sale Hearing without holding an auction. All sales are subject to Court approval.

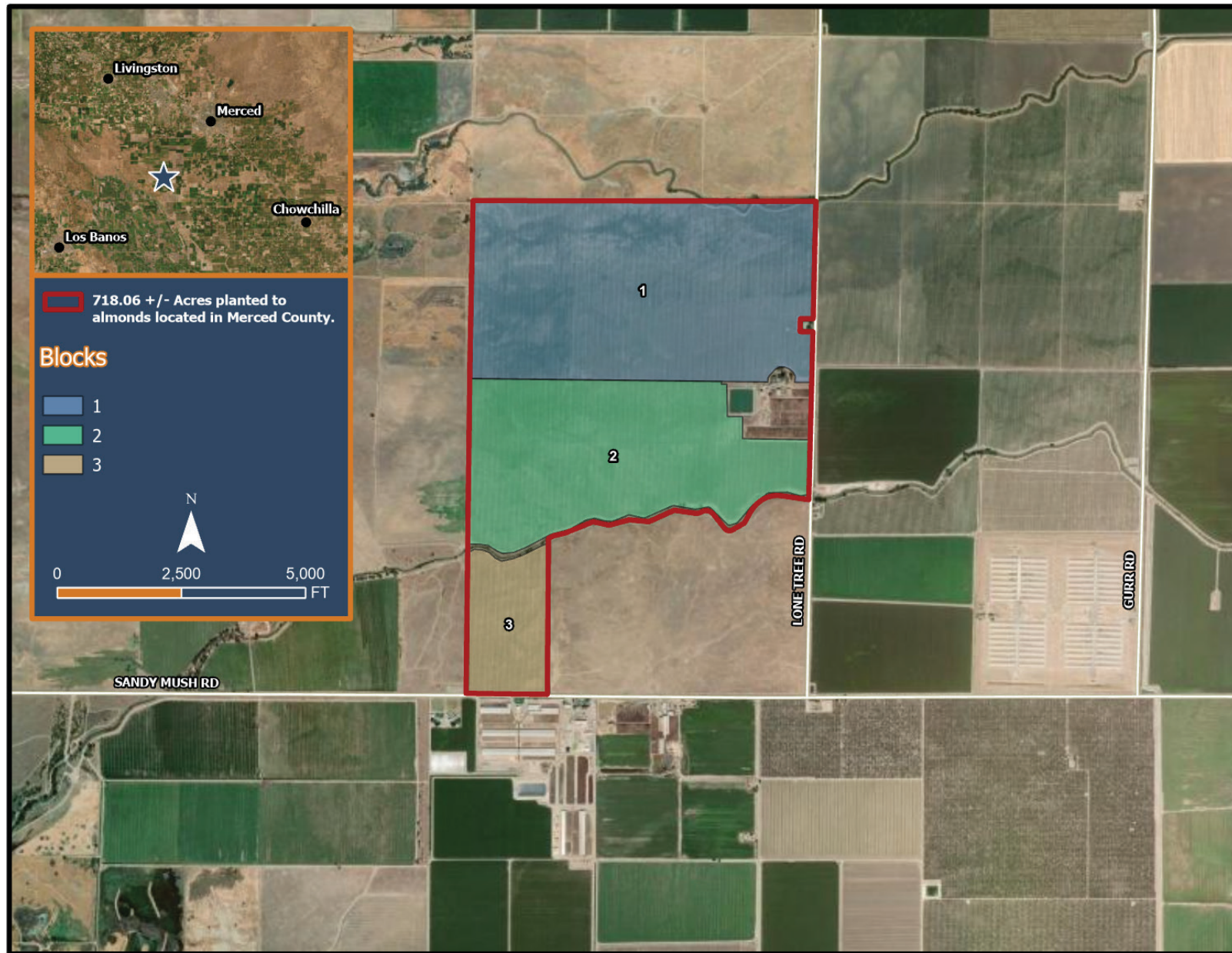
¹ The below description is summary in nature and fully qualified by the terms of the Bidding Procedures Order, which you are encouraged to read. Broker will provide you with a copy of the Bidding Procedures Order upon request.

Purchase Price & Terms (Continued)

- Your offer may include a term that the Receiver, in his sole discretion, agrees that you will serve as a “Stalking Horse Bidder,” meaning that you will submit a fully binding and irrevocable offer subject to overbid at auction. If the Receiver agrees, your Stalking Horse bid may include a “Breakup Fee” of up to 2% of the initial bid amount that will be paid if, and only if, an overbidder other than the Stalking Horse Bidder is the successful purchaser of the Property after auction, Court approval, and closing of such sale. The Receiver is not obligated to accept a Stalking Horse offer and may reject such terms as he sees fit.
- The entire property composing 718.06 +/- acres is offered for \$4,465,970 (\$6,219.49 per acre).
- The purchase price includes the now growing 2025 crop, subject to the Buyer’s reimbursement of cultural costs from the completion of the 2024 crop through the close of escrow, provided that such close is prior to harvest.
- Among other potential encumbrances, there is a feed lot lease and at least one residential lease that are currently in place with tenants, both of which are on a month-to-month basis. Broker will provide additional information upon request.
- There is a fixed term agreement with Merced Irrigation District (“M.I.D.”) that could provide the holder an additional source of supplemental water which would be purchased under the purchase agreement for this property. Such contract may be assigned to the Buyer at the Buyer’s election, with the consent of M.I.D.
- There is to be no personal property included in the sale.



BLOCK MAP



Block Data

BLOCK NUMBER	CROP	VARIETY	NET PLANTED ACRES (+/-)	PLANTING DATE	PLANTING AGE	TREE SPACING	TREES PER ACRE	TOTAL TREE COUNT OF BLOCK
1	Almonds	50% Nonpareil 50% Independence	348.63	2014	12th leaf	20' x 14'	156	54,386
2	Almonds	50% Nonpareil 50% Independence	240.64	2014	12th leaf	20' x 14'	156	37,540
3	Almonds	50% Nonpareil 50% Independence	61.65	2014	12th leaf	20' x 14'	156	9,617



Production History

2024						
BLOCK NUMBER	CROP	PLANTING DATE	NET PLANTED ACRES (+/-)	YIELD	YIELD PER ACRE	UNITS
1	Almonds	2014	348.63	283,579	813	Lbs.
2	Almonds	2014	240.64	169,027	702	Lbs.
3	Almonds	2014	61.65	40,539	658	Lbs.

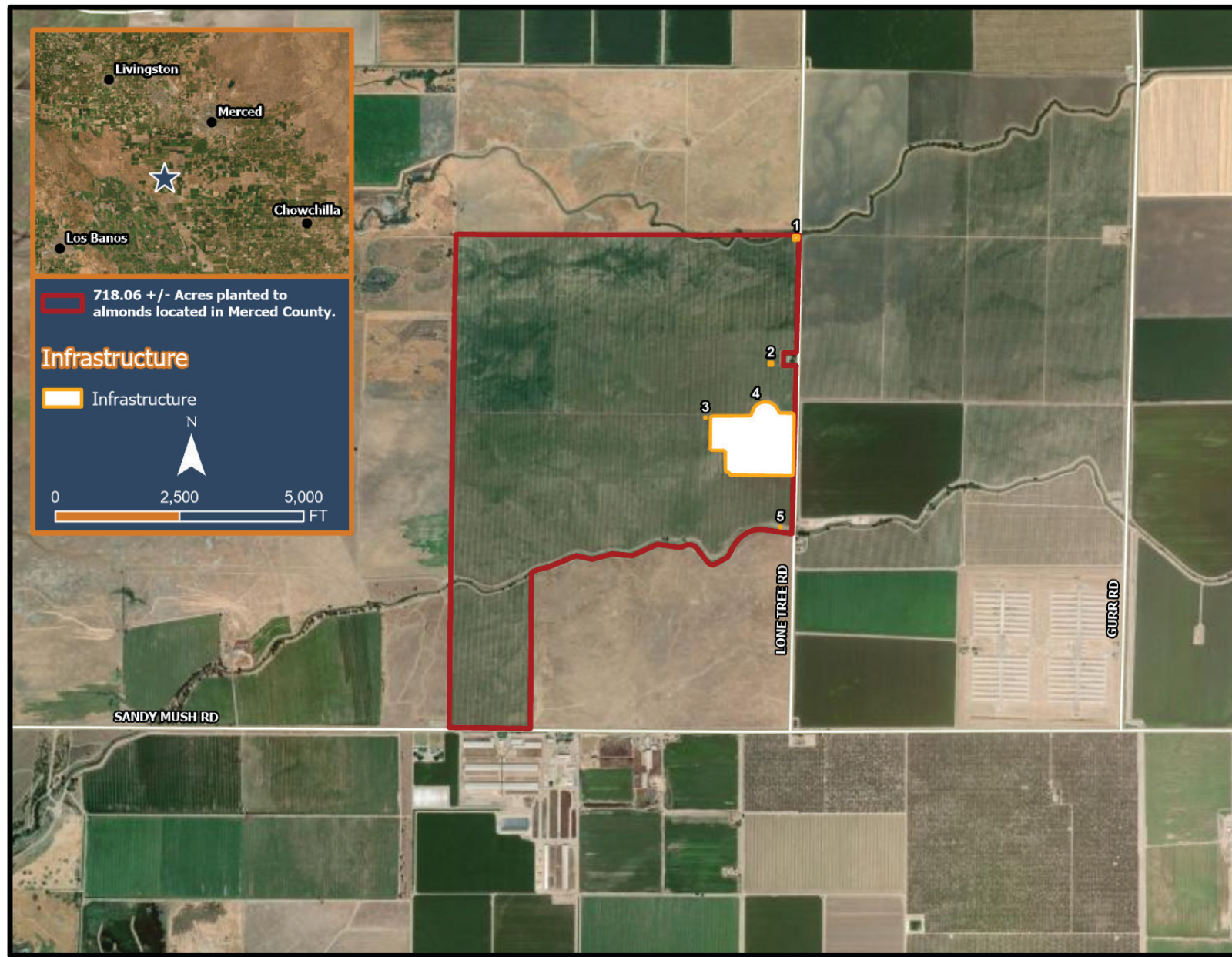
2023						
BLOCK NUMBER	CROP	PLANTING DATE	NET PLANTED ACRES (+/-)	YIELD	YIELD PER ACRE	UNITS
1	Almonds	2014	348.63	302,343	867	Lbs.
2	Almonds	2014	240.64	186,483	775	Lbs.
3	Almonds	2014	61.65	87,394	1,418	Lbs.

2022						
BLOCK NUMBER	CROP	PLANTING DATE	NET PLANTED ACRES (+/-)	YIELD	YIELD PER ACRE	UNITS
1	Almonds	2014	348.63	546,594	1,568	Lbs.
2	Almonds	2014	240.64	335,259	1,393	Lbs.
3	Almonds	2014	61.65	88,417	1,434	Lbs.

2021						
BLOCK NUMBER	CROP	PLANTING DATE	NET PLANTED ACRES (+/-)	YIELD	YIELD PER ACRE	UNITS
1	Almonds	2014	348.63	659,689	1,892	Lbs.
2	Almonds	2014	240.64	450,478	1,872	Lbs.
3	Almonds	2014	61.65	135,745	2,202	Lbs.



INFRASTRUCTURE MAP

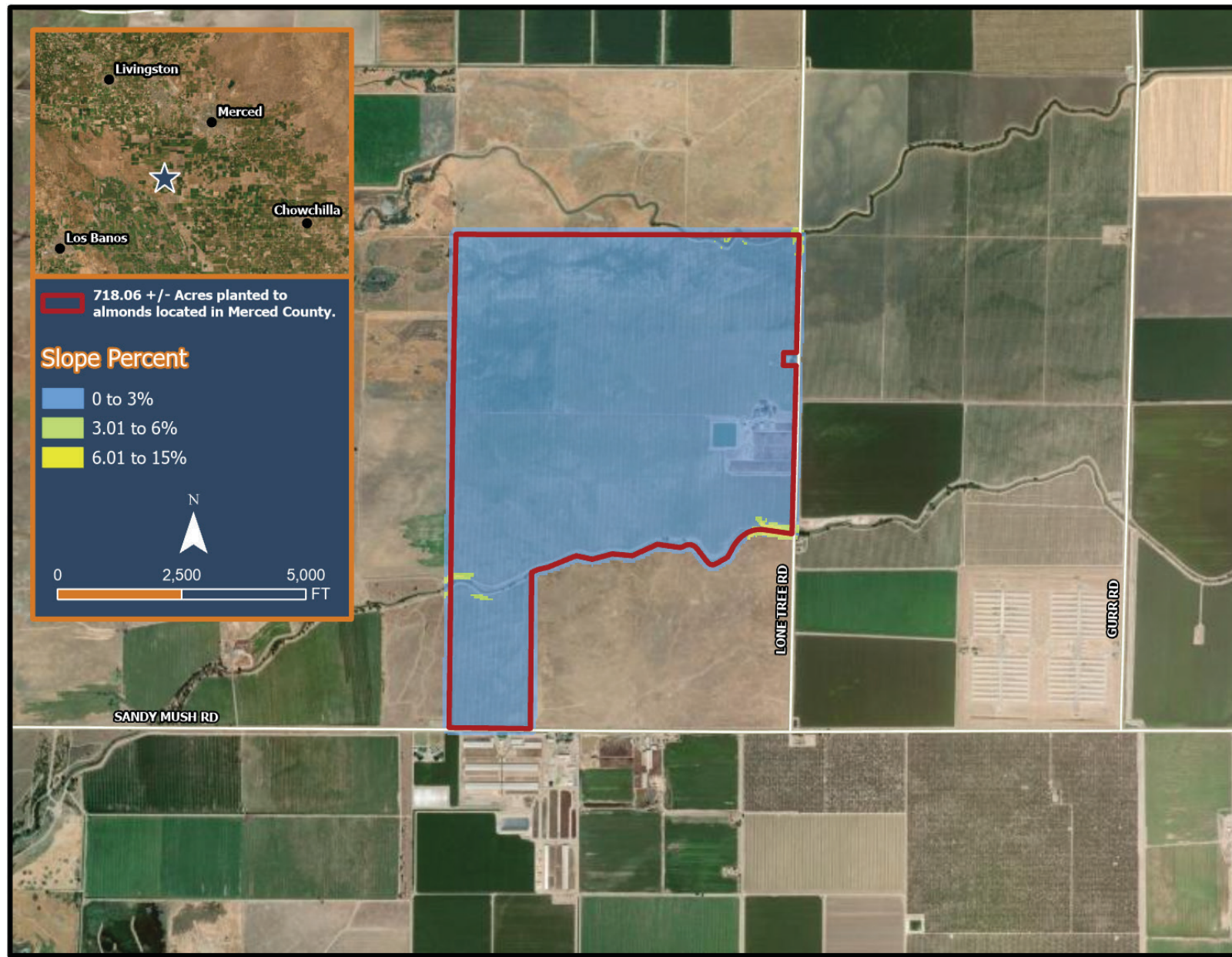


Infrastructure Data

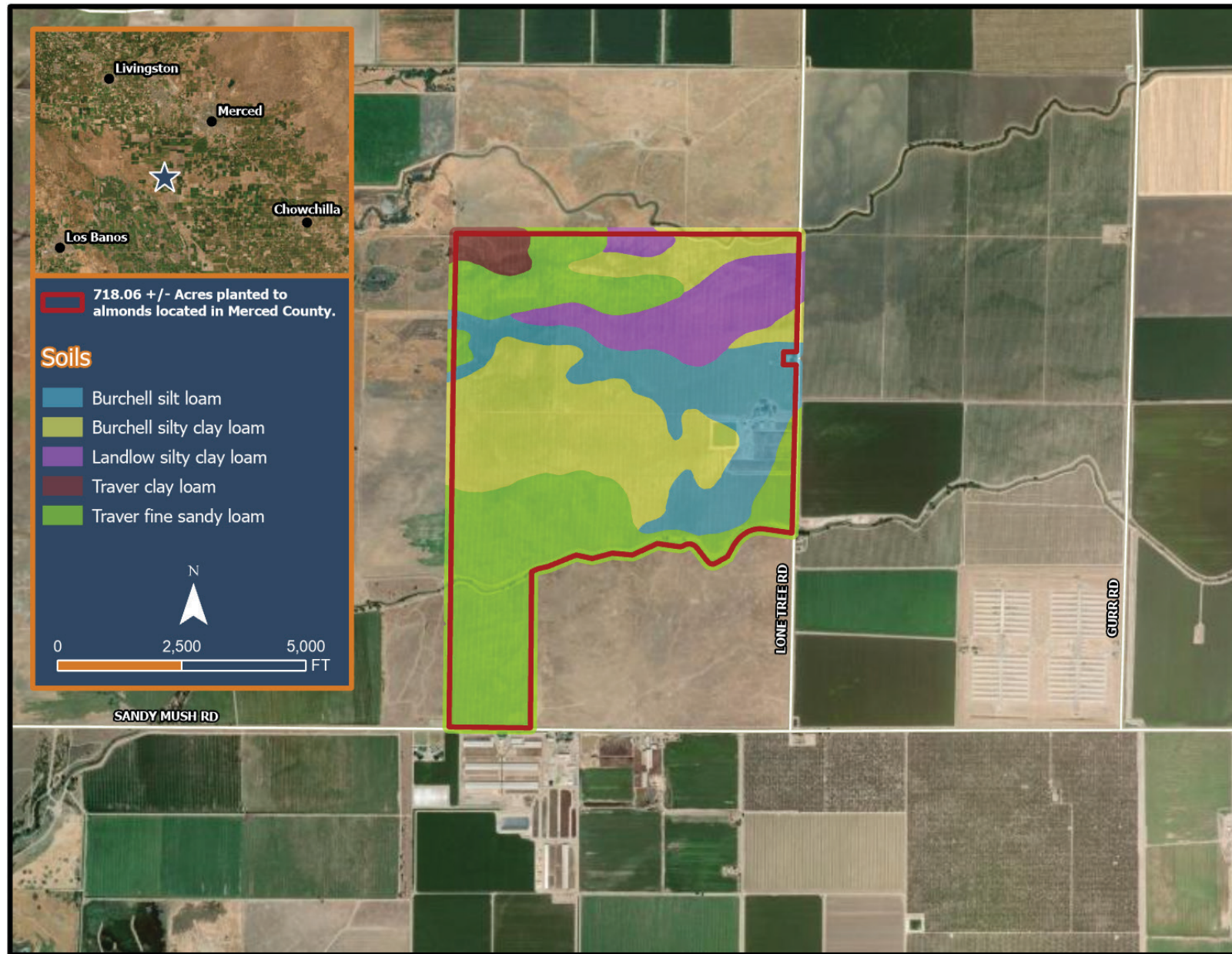
SITE I.D.	NAME	DETAILS
1	Diversion Point	One diversion point for surface water supplies.
2	Ag Well	One ag well with a 100 horsepower UROR brand electric motor.
3	Ag Well	One ag well with a 300 horsepower UROR brand electric motor.
4	Sand Media Filters, Electric Motors, Fertilizer Tanks, Gypsum Silo	Two sets of ten sand media filters, one US Motors brand lift pump, one 150 horsepower UROR brand lift pump, seven fertilizer tanks, one gypsum silo, five covered structures, one feed station with permits from the water board, one 360' by 360' reservoir and two residential homes.
5	Ag Well and Diversion Point	One ag well with a 200 horsepower UROR brand electric motor and a diversion point for surface water supplies.



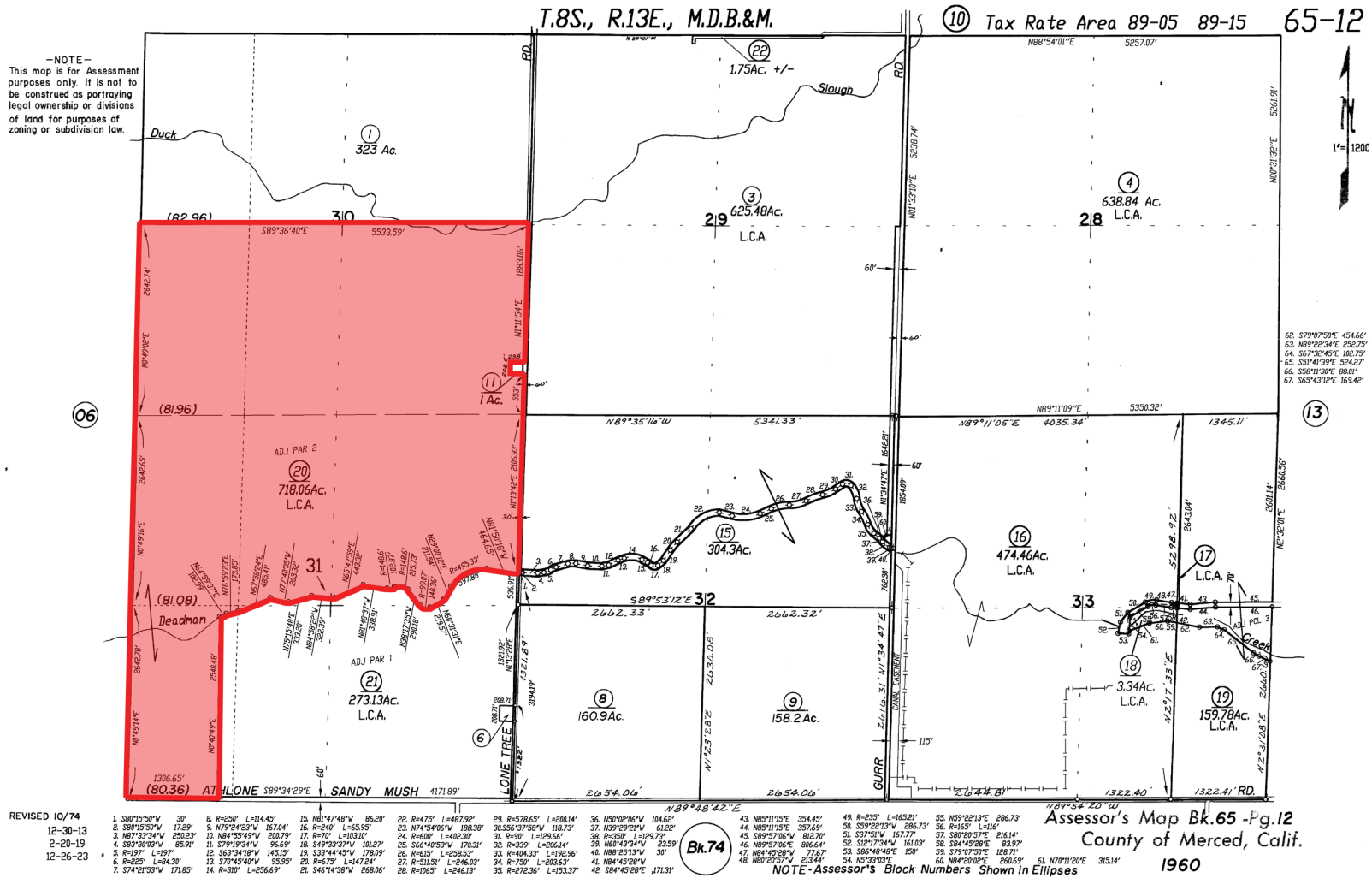
SLOPE MAP



NRCS SOILS MAP



ASSESSOR'S MAP



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PHOTOS



PHOTOS

