

real estate **auCTION** 2pm Fri August 28



Westbend Vineyards & Brewhouse



5394 Williams Rd, Lewisville, NC

RETIREMENT SALE

Award winning Westbend Vineyards and Brewhouse is located in the Yadkin Valley and was the first winery in North Carolina to plant vinifera grapevines. The commercial brewery was added in 2012 and made an immediate impact on the North Carolina craft beer scene.

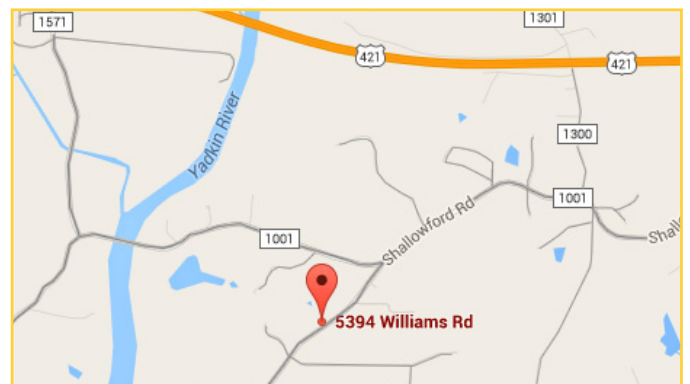
Original vineyard was planted in 1972 with additional plots added up to 1986. The owners built the winery in 1988 and that same year it became a bonded winery. The first wines were released in 1990 under the Westbend Vineyards label.

The property totals 41+/- acres and will sell separately in two parcels.

Also selling separately are commercial brewery equipment, winery bottling line, labeling machine, vehicles, tractors and attachments.

Open to the Public: 11-2pm Friday August 7, 14 and 2 hours before auction.

Auction Location: The Pergola in front of the winery on Lot 1



Bid on location or live online at

auCTIONnetwork.com

williamsauCTION.com/westbend • 800.801.8003



NC DEAN C. WILLIAMS RE LIC 220266. WILLIAMS & WILLIAMS RE LIC C6474. EDDIE BURKS AUC LIC 9202. WILLIAMS & WILLIAMS AUC LIC 7725. 5% BUYER'S PREMIUM.

Lots 1 - 8



Lot #1

16.08+/- acres and includes the 4,845+/- sf winery, tasting room, office with conference room and vineyards.



Lot #2

25+/- acres including the 4,177+/- sf historic farmhouse built in 1850 by Joel Benjamin Hauser and his wife Margaret. This lovely, old cabin, known as Hauser House, has been completely restored and is recognized as the logo for Westbend Vineyards and is used as event space. 2,030+/- sf Winemaker's Cottage, 973+/- sf Storage Building and vineyards.



Lot #3

2013 Husqvarna Mower RZ48241.
ID #: FR730VB04636



Lot #4

2004 Ford F-150XL Triton V8. 94,701 miles. ID #: 2FTRX18W14CA16188



Lot #5

Isuzu Refrigerated Box Truck Supra850.
ID #: FW215WC55W91



Lot #6

Brewhouse Equipment (Specific Mechanical Systems). ID #: 31092
See website for details



Lot #7

Prospero Bottling Line GAI 6023 and
Prospero Label Maker GAI 1301
See website for details



Lot #8

Ford Tractor 4630
2,458 hours.

Auctions 2pm Friday August 28

Lots 9 - 19



Lot #9

New Holland Bobcat Loader. 3,183 hours. ID #: 830123



Lot #10

Kubota Tractor L4310. 4,305 hours. ID #: 24216728



Lot #11

2007 John Deer Tractor 5425N. 1,565 hours. ID #: LVSG097006986



Lot #12

Seppe Mulcher
ID #: 191330014



Lot #13

Cima Vineyard Sprayer



Lot #14

Shaver Vineyard Hedger



Lot #15

Victair Mistifier



Lot #16

Hydraulic Auger 750L



Lot #17

Agrimetral Tractor Blower



Lot #18

Sitrex Brush Hog SM150

Personal Property Disclosures

- All items sold "as-is, where-is" in current condition with no warranty. Buyers are advised to fully inspect items prior to bidding.
- All personal property will need to be paid in full day of sale. Credit cards are not accepted on site.
- **When paying with anything other than cash for vehicles/tractors, Buyer will have to wait for funds to clear prior to taking possession of purchased items.** If purchased with Cash, title will be delivered at purchase and Buyer can remove item day of auction.
- Motor vehicle odometer and/or hour meters reflect accurate information to the best of Seller's knowledge.
- Buyer responsible for removal of all personal property & equipment, as well as uninstallation of Brewhouse equipment and bottling line.
- Brewhouse equipment and bottling line can be sold with a 10% deposit at the auction and the balance due at time of removal.
- Buyer shall have 14 days from time of seller acceptance to remove brewery equipment, bottling line and label maker at their expense.
- Non-titled merchandise subject to 6.75% Sales Tax.
- Lot numbers and order of sale subject to change.

41^{+/-} Acres



Brewery Operations



Bottling Line



Tasting Room



Fermentation Tanks



Historic Cabin/Event Center



Event Hosting

The Yadkin Valley begins in the rolling countryside in the northwest corner of Forsyth County. "Westbend" was derived its location near the Yadkin River, which bends towards the west before joining the South Yadkin River and continuing to South Carolina.

Westbend Vineyards has won multiple awards including six gold medals to win the title of "Best Winery of 1995". The owners, the Kroustalis family, were key in their efforts to establish the Yadkin Valley American Viticulture Area.

williamsauction.com/Westbend
800.801.8003

Terms of Sale

Registration at the auction confirms your agreement to the terms and conditions of sale as stated in the Contract for Sale and its Addenda (the "Contract") which are incorporated by reference into your bidding. DO NOT BID unless you have registered, received a Bidder's Card and Auction Day Notes and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming a high bidder.

All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale. Williams & Williams represents the Sellers only and does not inspect properties on bidder's behalf. Read the Contract and Auction Day Notes to determine the existence of any disclosures, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). By bidding you agree to all disclosures.

Buyers receive a deed and Title Insurance Policy as provided by the Closer indicated in the Contract (any mobile/manufactured housing not legally affixed to the property shall only be conveyed by a Hold Harmless Agreement or Quit Claim Bill of Sale unless otherwise noted in the Disclosures). Current year's taxes are pro-rated through day of closing as is customary.

An Auction Services Fee of \$3,000 OR a Buyer's Premium (Buyer's Fee in WI) of 5% (\$2,500 minimum) will be added to the high bid and included in the total purchase price. Please see the Auction Day Notes, The Contract for Sale, and/or the Auctioneer for specifics about the property you wish to bid on.

Each high bidder must make a 10% non-refundable deposit per property (\$5,000 MINIMUM - whichever is greater) immediately following auction. Cash, cashier's checks, personal checks and business checks (electronically processed) are accepted. If you are a resident / citizen of a country outside of the US, certified funds (bank check, wire transfer, certified checks) are required for the down payment and closing. The balance of the purchase price and all closing costs are due at closing. Closing costs generally total approximately \$1,500 and include title exam, title policy, closing fee, filing costs and any other fees noted.

Bidding starts at the nominal Opening Bid(s) indicated and is open to the public. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to sell out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding, to accept or reject any or all bids, and to cancel or re-schedule an auction. The Auctioneer will call the sale and control any increments of bidding. To make a bid, raise your hand or Bid Card to be recognized. The bidding usually takes less than 3 minutes for each property. Absentee bids may be accepted at the discretion of the Auctioneer. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any mistakes during bidding as to who has the high bid and/or at what price may be called to the Auctioneer's attention and corrected. The Auctioneer is the sole arbiter and controller of the conduct of the auction and shall be the final and absolute authority without liability to any party.

Your inspection of the property(ies) and attendance at this auction are at your own risk. Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damage to their person or property while in, on or about these properties, nor shall they be liable for any defects, dangers or conditions on the property(ies). All persons enter the property(ies) and attend the auction at their own risk and shall defend, indemnify, and save harmless Broker and Seller, their agents and employees, from any and all liability attendant thereto.

All auctions are subject to court or seller approval. Most sales are approved within 14 days. Buyers are not allowed possession until Closing and filing of the deed, at which time the property should be re-keyed. If for any reason the court or Seller approval is not granted, the Down Payment shall be returned in its entirety to the high bidder. "Showing" requests from Buyers after the auction may not be able to be accommodated.

If more than one property is being auctioned, the Auctioneer may choose to offer a group of the properties for auction at the same time. This is called "BUYER'S CHOICE" and is to accommodate buyers who have an interest in more than one property and/or have 2nd and 3rd choices if they are out bid for a favorite property. Upon winning the bid, please choose which property, or properties, you want. You pay the high bid price for each property selected. Each sale is final and stands alone. Remaining properties are then offered in another round of bidding. Anyone may bid at any time, including prior High Bidders.

Williams & Williams and the Seller expressly disclaim any liability for errors, omissions or changes regarding any information provided for these sales. Please read the Contract and Auction Day Notes for a full and complete understanding of Williams & Williams and Seller's disclaimers. Bidders are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are expressly advised to not rely on any representations made by the Seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

Disclosures

- Deed Restrictions: Buyer acknowledges receipt of the Deed recorded on Book 1028, pages 466-468, Forsyth County, which contains certain provisions, agreements, covenants and restrictions relating to the Property and agrees to be bound by the same.

Right of First Refusal: Buyer acknowledges receipt Right Holder's 60 day Right of First Refusal as described on the Deed recorded on Book 1028, page 466-468, Forsyth County and agrees to be bound by the same. *The Right Holder has agreed to expedite the right of first refusal process. If the Right Holder exercises its Right of First Refusal, Seller shall immediately terminate this Contract without liability. In the instance thereof, Buyer's sole remedy shall be return of its down payment.

*The above referenced Deed is provided solely for reference to the provisions, covenants, restrictions and Right of First Refusal contained therein and should not be relied upon for future conveyance.