



LAND & TIMBER OFFERING

SHEPPARD'S PLACE

(Wheeler Family Estate)

Total Volume Estimate = 5,200 MBF(net)

Conifer Volume Estimate = 4,700 MBF (net)

Douglas-fir Volume Estimate = 4,200 MBF (net)



Linn County, Oregon

Tax Lot 400, Section 8, T13S, R2W, WM

Tax Lot 100, Section 17, T13S, R2W, WM

484 Acres m/l

SEALED BID AUCTION

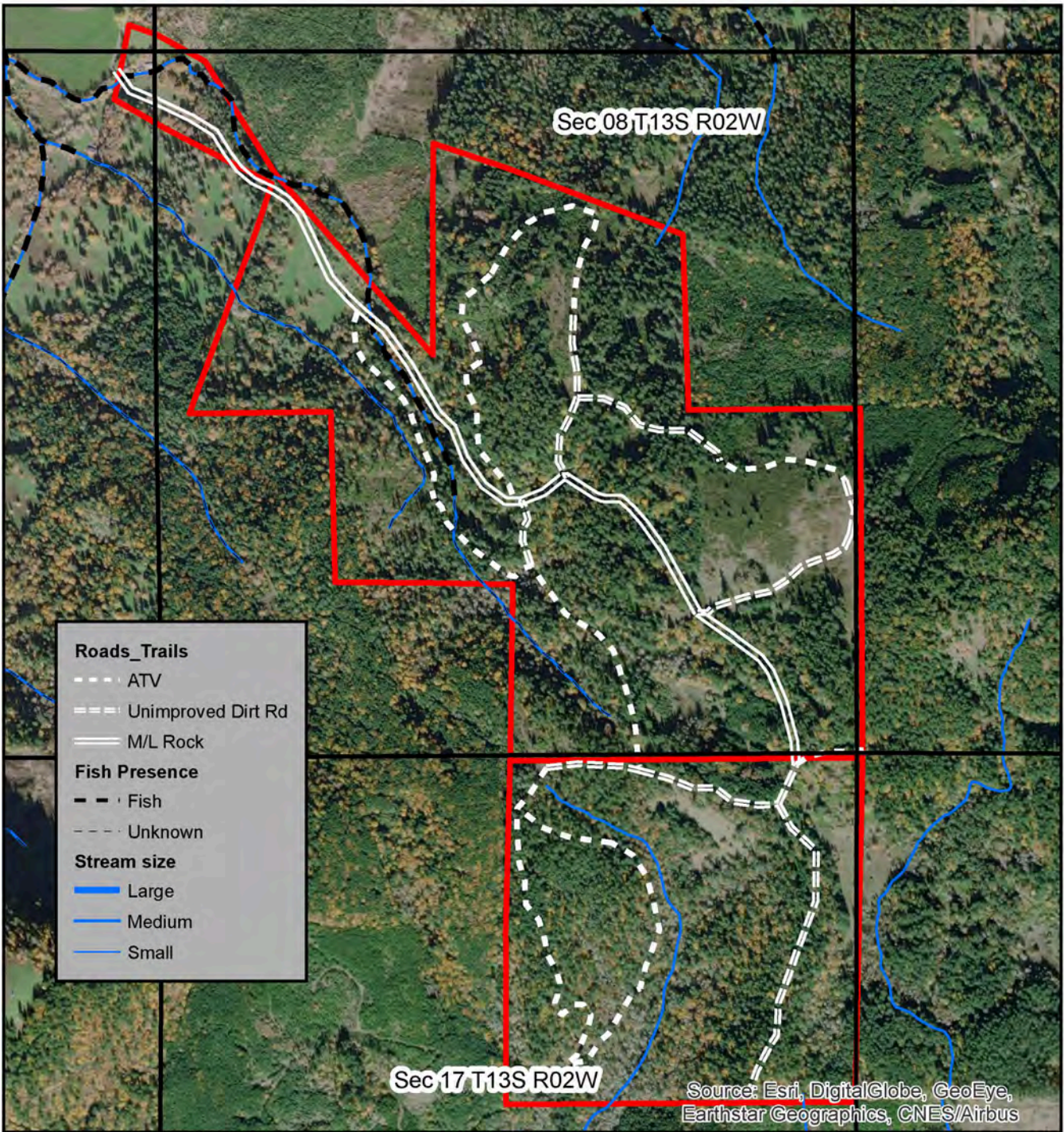
BID DEADLINE: May 10, 2019 (3:00 pm)

Fred Sperry, *Principal Broker*
NW Forest Properties
fred@nwforestproperties.com
541) 868-6567

Lauren Read, *Broker*
NW Forest Properties
lauren@nwforestproperties.com
(541) 206-9248



SHEPPARD'S PLACE
 Tax Lot 400, Section 8, T13S, R2W (324.14 acres)
 Tax Lot 100, Section 17, T13S, R2W (160.0 acres)
 Linn County, Oregon



- | Roads_Trails | |
|---------------|--------------------|
| - - - | ATV |
| == | Unimproved Dirt Rd |
| — | M/L Rock |
| Fish Presence | |
| - - - | Fish |
| - - - | Unknown |
| Stream size | |
| — | Large |
| — | Medium |
| — | Small |

Source: Esri, DigitalGlobe, GeoEye,
 Earthstar Geographics, CNES/Airbus



1 inch = 1,000 feet





PROPERTY DESCRIPTION

This beautiful multiple-use property offers many immediate as well as long-term possibilities. It is located on the eastern edge of the Oregon's Willamette Valley seven miles north of Brownsville and nine miles southwest of Lebanon.

There is **substantial revenue** which can be realized through immediate harvesting of the **5,000,000 plus board feet of merchantable timber** or by spreading the revenue over time with smaller, periodic entries. Multiple log markets are located less than an hour from the property.

The quiet, serene atmosphere offers a peaceful haven away from the hectic activities of life. Yet, it is very conveniently located with **easy access to I-5** and other nearby points of civilization. Salem and Eugene are both within 40 miles and Corvallis is only 22 miles away.



This is also an **amazing recreation property** with many exciting possibilities. There are numerous trails and unimproved roads throughout the 484 acres that can offer dispersed recreational experiences to hikers, horseback riders, ATV's, stargazers, campers and more. Several locations offer very impressive views of Mary's Peak, the Willamette Valley and the Cascade foothills. This is an excellent hunting property. Deer, elk and turkey are a few of the more common game species that frequent the property. The mosaic nature of forest cover provides excellent habitat.

Land Use. The Farm/Forest (F/F) zoning allows forestry, farming and other activities outright. Also included outright are dwellings if the tract is 160 acres or larger. The potential for three total home sites is highly probable. There is one home site established. Tax lot 400 will need to be partitioned to get the 3rd homesite. Ask broker for details. Other uses are allowed with conditional county approval. These include private campgrounds, youth camps, outdoor festivals of up to 3,000 persons, rock quarries and others. *While these uses are the Brokers' understanding of the Linn County Land Use Code, neither the Brokers nor the Sellers warrant that the above-mentioned activities will be permitted. Prospective Buyers should consult with Linn County, land use consultants and/or other resources to determine the required process and permissibility of intended activities. (Reference Linn County Land Use Code 928.600).*

TIMBER CRUISE DATA

A timber cruise was conducted by J. Abe Mantle (RPF) in 2018. The data presented in this prospectus are from reports dated September 22, 2018. A total of 164 plots were installed on 275.6 acres of merchantable timber. The cruise yielded a sampling error of 7.2% on a net MBF/acre basis.

SPECIES	NET MBF
Douglas-fir	4,154
Grand fir	462
Ponderosa pine	55
TOTAL CONIFER VOLUME	4,671
Hardwood	451
TOTAL COMBINED VOLUME	5,122

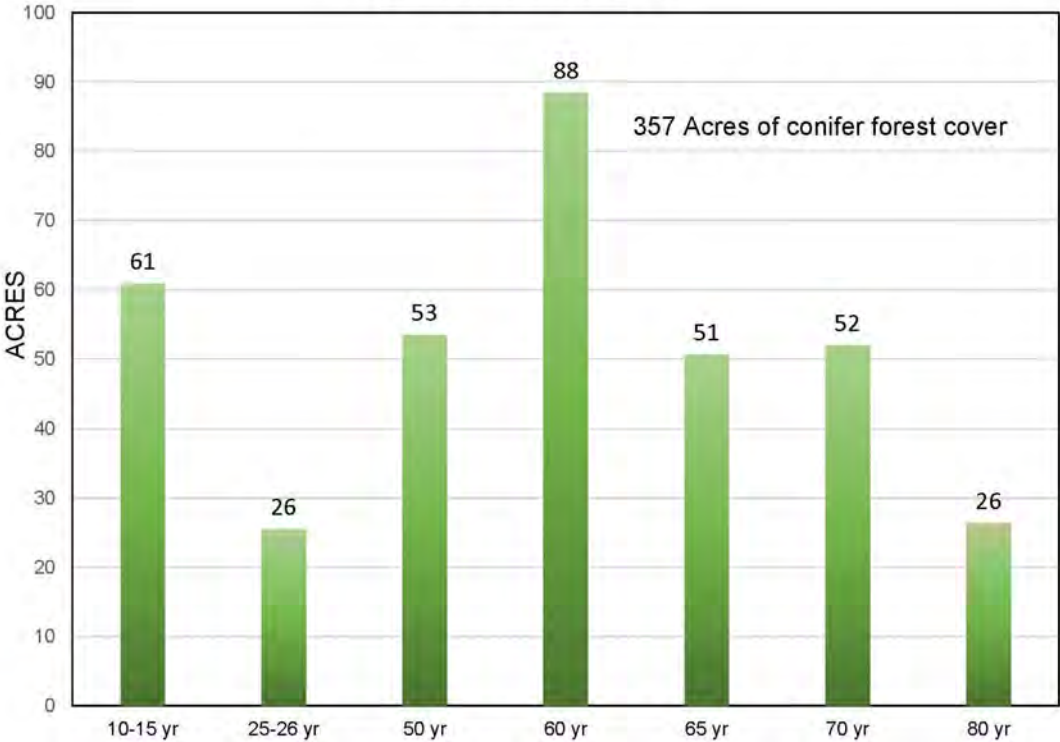
The following site description is excerpted from the timber cruise report.

“The project contains slopes ranging from 0% to 60%. Overall, slopes on this property are moderate. The property varies in aspect. Approximately 90 to 95 percent of the timbered portion of this property could be logged with ground-based methods (cat, skidder, and/or shovel), with the remaining area requiring logging by cable-based systems.

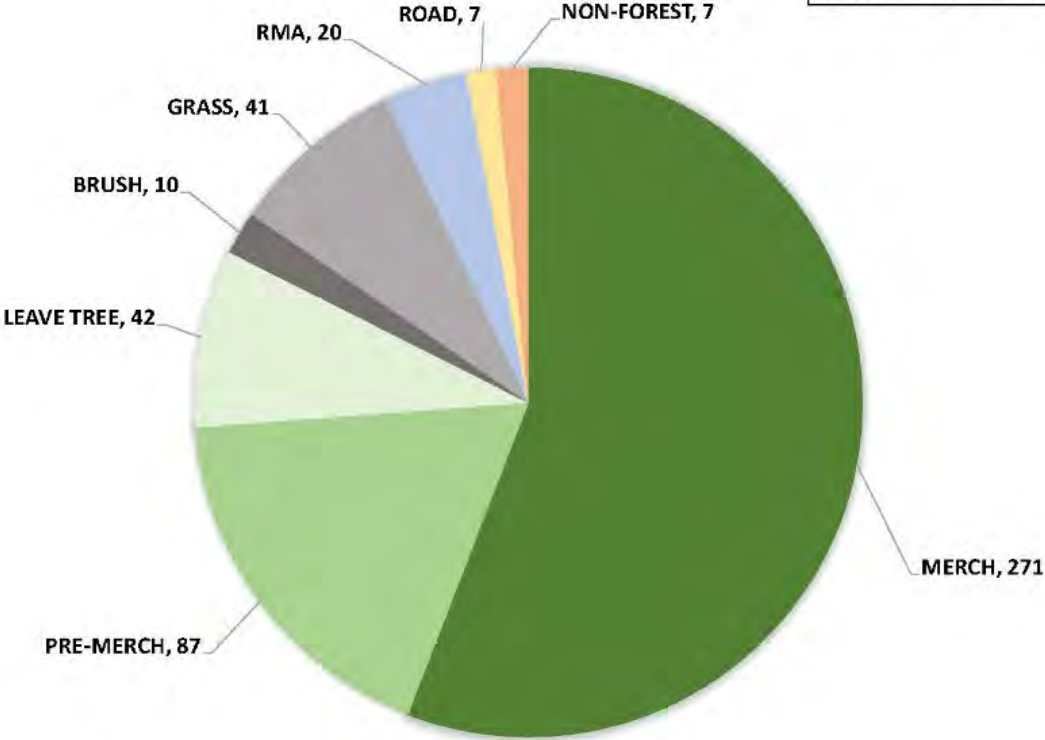
“The forested area consists of merchantable stands and smaller pre-merchantable and reprod stands. Merchantable conifer species include Douglas-fir, grand fir, and Ponderosa pine. Hardwood species include Oregon white oak, Oregon ash, bigleaf maple, and red alder. The merchantable timber stands are approximately 50 to 70 years old, with scattered old-growth residual Douglas-fir trees. The overall average Douglas-fir 50-year site index is approximately 106 [*range 84 to 120*], which equates to a Site Class III. Himalayan blackberry is prevalent across the property. Non-forested areas include graze land, meadows, and areas of heavy brush.”

Timber cruise reports are available upon request.

CONIFER STAND AGES



ACRES BY COVER TYPE



Logging Methods

Ground-based logging systems can be conducted on an estimated 90 to 95 percent of the property.

Roads

The main access road has a rock base with the rock coming from an on-site source (see map). An undeveloped source of higher-quality rock is reportedly located in the NE ¼ of Section 17. There is an extensive network of roads and trails from which to view the property. Except for the main access road, the roads are dirt and generally unimproved. An ATV is encouraged to conduct a complete reconnaissance of the property. It is anticipated that the purchaser will want to do significant road improvement prior to harvest. Please limit vehicle traffic on dirt roads to ATVs (no motorcycles).

Property Inspection

The family requests that a NW Forest Properties broker accompany all parties for their initial showing. Thereafter interested parties may visit the property unattended with prior notice.

Much of the property is best seen from the unimproved roads and trails. Vehicle travel, except for ATVs, is limited to the rock road. A 4-seat ATV is available for the initial showing with an NWFP broker. Interested parties are encouraged to bring their own ATV for subsequent viewings or to plan on walking.

There is livestock on the front/lower end of the property. Please close all gates (3) behind you. The first gate off of Brownsville Road has a combination lock. The combination will be provided to interested parties for follow-up visits.

The double-wide at 30515 Brownsville Road is personal property. It is not a part of the sale. The resident is not to be disturbed.

Timber Buyer & Land Buyer Partnerships

It is sometimes beneficial to parties that wish to acquire merchantable timber but not the land, or vice versa, to purchase a property in partnership. To effect this type of transaction, a "simultaneous closing" can be scheduled. At closing, the buyer of the land and the buyer of the timber deposit their respective funds into escrow. Those combined funds are then distributed to the Seller at closing.

As a courtesy, NW Forest Properties will facilitate communication between the parties. Please contact us if you are interested in such a partnership and let us know whether your interest is in the land or the timber. The full list of interested parties will be provided to all parties expressing interest in partnering on the purchase.

NW Forest Properties does not endorse and has not researched the parties contained on the list and therefore makes no representations regarding the parties. Anyone interested in partnering in this type of transaction should seek the advice of industry professionals, to include an attorney and CPA, before entering into any agreement."

Gates

There are three gates. Only the first gate will be locked. The combination will be provided to interested parties for follow-up visits. The second and third gates are also on the lower portion of the property. There is livestock present. Please shut all gates behind you.

Elevation: 400' to 1200'

Hydrology

There is a small fish-bearing stream in the NW ¼ of Section 8. It is assumed to have fish by Oregon Department of Forestry (ODF). It has not been verified. Two other small streams show on the ODF stream layer. The stream in the NW ¼ of Section 8 is a small stream, fish presence unknown. The stream in the NE ¼ of Section 17 has been verified as not being fish-bearing. There are several springs on the property.

Surveys & Corners. The property boundary has not been surveyed. A limited number of adjacent property surveys are available upon request.

Proximity: *(approximate mileages)*

Lebanon	9 miles
Albany	16 miles
Sweet Home	21 miles
Corvallis	22 miles
Salem	30 miles
Eugene	36 miles
Cottage Grove	54 miles
Portland	85 miles
Roseburg	103 miles
Longview, WA	132 miles

Mileages are to city center as determined by MapQuest and are not intended to reflect actual mileage to specific haul destinations.

Directions:

From I-5 South:

- Take exit 228 (Hwy 34)
- East on Hwy 34 ~3 miles
- Right on Steckley Rd.
- After 1.1 miles Steckley Rd turns into Sand Ridge Rd.
- Go ~5 miles on Sand Ridge Rd.
- Turn left onto Brownsville Rd.
- ~0.8 miles to 30515 Brownsville Rd.

From I-5 North:

- Take exit 216 (Hwy 228) towards Brownsville
- Go ~3.76 miles east on Hwy 228
- Turn left onto N. Main Street. After ~1 mile N. Main St. turns into Brownsville Rd.
- Go ~5.6 miles to 30515 Brownsville Rd.

Other Resources Available at <http://northwestforestproperties.com/>

- Property photos
- Aerial video
- Vicinity map
- Aerial photo map
- Aerial reference point map
- Contour map
- Timber inventory summary
- KMZ file (Google Earth)

Other Resources Available Upon Request

- Timber cruise reports
- 2018 timber valuation
- Sale agreement
- Lease agreements
- 2018-2019 tax statements
- NRCS soils report
- Preliminary title report

Contact Fred Sperry at 541-868-6567, fred@nwforestproperties.com, Lauren Read at (541) 206-9428, lauren@nwforestproperties.com, for additional information.

Disclaimer: This information is provided to assist prospective purchasers' in their preliminary assessment of the property. No guarantee is made as to its accuracy. Prospective buyers should perform their own due diligence.

BID INSTRUCTIONS

WHEELER FAMILY ESTATE FORESTLAND OFFERING

SUBMIT BIDS TO: Fred Sperry
NW Forest Properties
4115 Berrywood Dr.
Eugene, OR 97404
(541) 868-6567
fred@nwforestproperties.com

BID DEPOSIT: \$25,000 in the form of a cashier's check or certified bank check made out to First American Title. Please put "Wheeler Bid Deposit" in the memo line.

Please submit your bid on the attached bid form. A sealed bid is the preferred method. Sealed bids will be stored unopened until the official bid opening. Bids submitted by email will be kept confidential. Bids and bid deposits must be physically received prior to 3:00 PM on May 10th to be considered. Bids can be hand delivered to the address above.

NO CONTINGENCIES: All due diligence must be completed prior to the bid date. Bidder will be given the opportunity to review the final preliminary title report to confirm that there have been no changes from the preliminary title report previously provided.

BUYER'S AGENT COMMISSION: 1.5% to licensed Buyer's agents.

Seller reserves the right to refuse any and all bids

BID DEADLINE: 3:00 pm, May 10, 2019

TERMS OF SALE: Cash due at closing
Property sold "As is – Where is"
Seller to provide title insurance
Escrow fees shared 50:50

CLOSING: May 31, 2018

ESCROW: First American Title
2892 Crescent Ave.
Eugene, OR 97408-7397

Tonya Silke, Escrow Officer
tsilke@firstam.com
(541) 465-8774

Sellers' Sale Requirements – Two (2) Bids

Many of the terms and conditions of the sale are dictated by a Settlement Agreement (Agreement) dated November 1, 2018. Per the terms of the Agreement, all bidders are required to submit two bids. ***“No buyer’s bid will be considered if that buyer fails to submit the two required bids.”***

Bid Scenario 1. In addition to the real property and timber, the Buyer shall enter into a 50-year lease in favor of the current resident at 30515 Brownsville Road *“for that certain portion of Sheppard’s Place they now occupy, including their manufactured home site and fenced-off pasture area (approximately 36.33 acres). The lease shall have a commencement and a termination date so that it commences at the time of closing and terminates 50 years after the date of closing.”* (see map)

Bid Scenario 2. In addition to the real property and timber, the Buyer shall enter into a six (6) month lease in favor of the current resident at 30515 Brownsville Road “so that they may have enough time to vacate their premises.”

Successful Bid. The successful bidder will be based on the highest of either bid scenario 1 or bid scenario 2. Presumably the highest bid submitted under scenario 1 will be lower than the highest bid under scenario 2.

The current resident of 30515 Brownsville road (an owner) has the option to elect the highest bid under scenario 1, in which case she will be responsible to make up the difference between the highest bid under scenarios 1 and 2. This is an internal settlement between the current owners. The successful bidder will be responsible only for the amount of their bid.

Sale Award & Timeline. The Agreement provides for a period of 20 days from bid opening to determine which highest bid will be accepted.

Reserve Bid Amount. The Agreement states that there will not be a reserve bid amount.

No Bid Refusal. The Agreement states that the elected high bid may not be refused except by a unanimous decision of the owners (11).

**SHEPPARD'S PLACE
FORESTLAND OFFERING**

BID FORM

BIDDER: _____

SCENARIO 1 BID AMOUNT: _____ **(50 year lease)**

SCENARIO 2 BID AMOUNT: _____ **(6 month lease)**

NO CONTINGENCIES: All due diligence must be completed prior to the bid date. Bidder will be given the opportunity to review the final preliminary title report to confirm that there have been no changes from the preliminary title report previously provided.

BIDDER ADDRESS: _____

PHONE NUMBER: _____ **(cell)** _____ **(office)**

EMAIL: _____

By submitting this bid form Bidder acknowledges the following:

- Bidder has inspected the property and has determined its bid based on its own assessment and due diligence. Information that was provided by Seller was intended to assist prospective purchasers in their preliminary assessment of the property. No guarantee is made as to its accuracy.
- Bidder has been provided a copy of the preliminary title report and the Purchase and Sale Agreement stating the terms of agreement.
- The signatory to this bid form is an authorized representative of the Bidder.

SUBMITTED BY:

SIGNATURE _____ **DATE** _____

PRINT NAME _____

Seller reserves the right to refuse any and all bids



**OREGON REAL ESTATE INITIAL AGENCY
DISCLOSURE PAMPHLET
OAR 863-015-215 (4)**

This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents and Principal Brokers are required to provide this information to you when they first meet you.

This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and an agent or Principal Broker.

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction.

Oregon law provides for three types of agency relationships between real estate agents and their clients:

Seller's Agent - Represents the seller only;

Buyer's Agent - Represents the buyer only;

Disclosed Limited Agent - Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of both clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of "Confidential Information"

Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information" does not mean information that:

- a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer; and
- b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

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A Seller's Agent owes the seller the following affirmative duties;

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a Seller's Agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale.

None of the above affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between seller and agent.

Under Oregon law, a Seller's Agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of Buyer's Agent

An agent, other than the Seller's Agent, may agree to act as the Buyer's Agent only. The Buyer's Agent is not representing the seller, even if the Buyer's Agent is receiving compensation for services rendered, either in full or in part, from the seller or through the Seller's Agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A Buyer's Agent owes the buyer the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

None of these affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between buyer and agent.

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Under Oregon law, a Buyer's Agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent; and
2. To the buyer, the duties listed above for a buyer's agent;
3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the other person:
 - a. That the seller will accept a price lower or terms less favorable than the listing price or terms;
 - b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
 - c. Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

When different agents associated with the same Principal Broker (a real estate agent who supervises other agents) establish agency relationships with different parties to the same transaction, only the Principal Broker will act as a Disclosed Limited Agent for both buyer and seller. If applicable, see Disclosed Limited Agency Agreement for identification of Disclosed Limited Agent. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The Principal Broker and agents representing either seller or buyer shall owe the following duties to the seller and buyer:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instruction of both parties.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation.

You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make an agent your agent without the agent's knowledge and consent, and an agent cannot make you their client without your knowledge and consent.

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