



LAND & TIMBER OFFERING

SEALED BID AUCTION

BID DEADLINE: March 18, 2021(3:00 pm)

OFFERED BY THE FORTHRIGHT FAMILY TRUST



Lane County, Oregon

Tax Lot 3800, Section 7, T18S, R5W, WM

Tax Lots 101,103,104,105,106, Section 18, T18S, R5W, WM

262 Acres m/l

Total Volume Estimate = 9,550 MBF (net) m/l

50-70 Year-Old Conifer Volume Estimate = 9,310 MBF (net) m/l

30-40 Year-Old Volume Estimate = 240 MBF (net) m/l

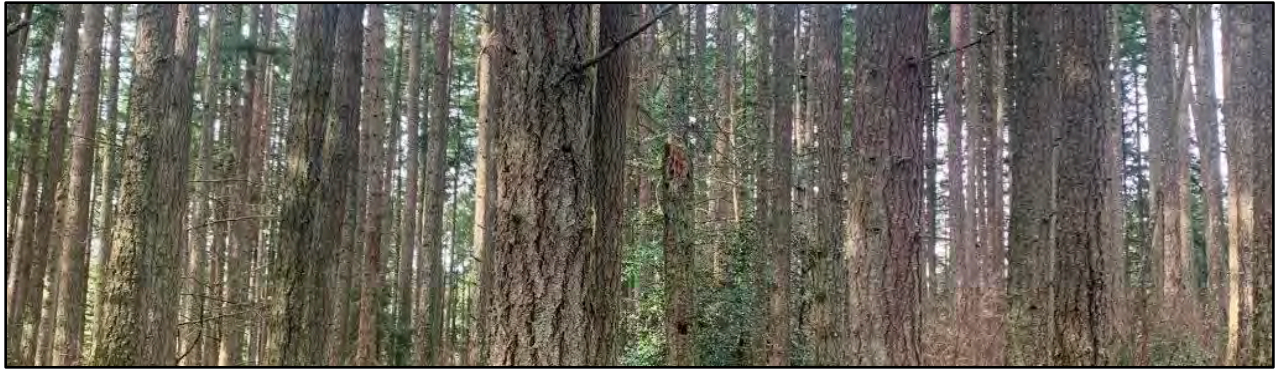
Fred Sperry, Principal Broker

NW Forest Properties

fred@nwforestproperties.com

(541) 868-6567





PROPERTY DESCRIPTION

IT'S A GEM!

For Buyers in search of timber to log – it's ready to harvest and will come out fast!

- Shovel logging
- Low elevation
- Close to timber markets
- High volume/acre
- Good average log-size
- Direct access to paved public roads
- High residual value

For Buyers with priorities other than immediate, wholesale harvest – beauty, solitude and money in the ground!

- A minimum of 2 great home sites
- Views of the Three Sisters and Cascade Mountains
- Productive tree growing site (Bellpine & Willakenzie soils)

The timber will continue to grow in size and value until such time, if ever, you are ready to cash some or all of it in. In the meantime, build your dream home surrounded by your magnificent, personal forest. Enjoy miles of trails in your own backyard. The adjacent Sarver Winery with its spectacular view is a short walk away!

Disclaimer: *The information herein 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.*

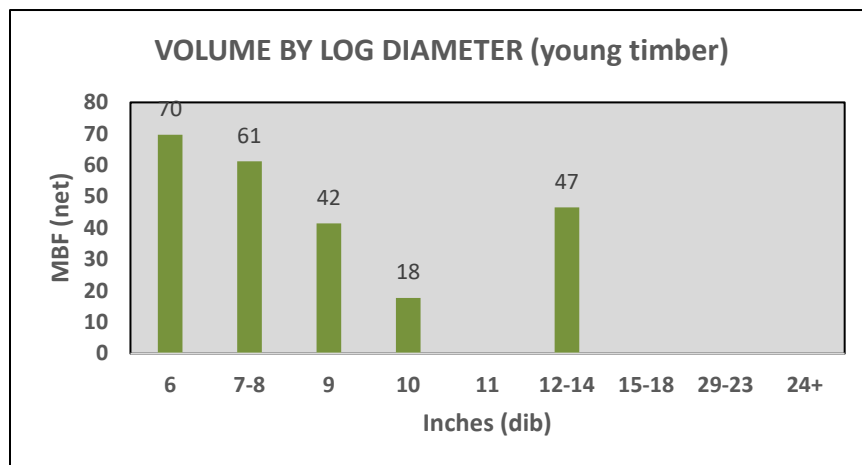
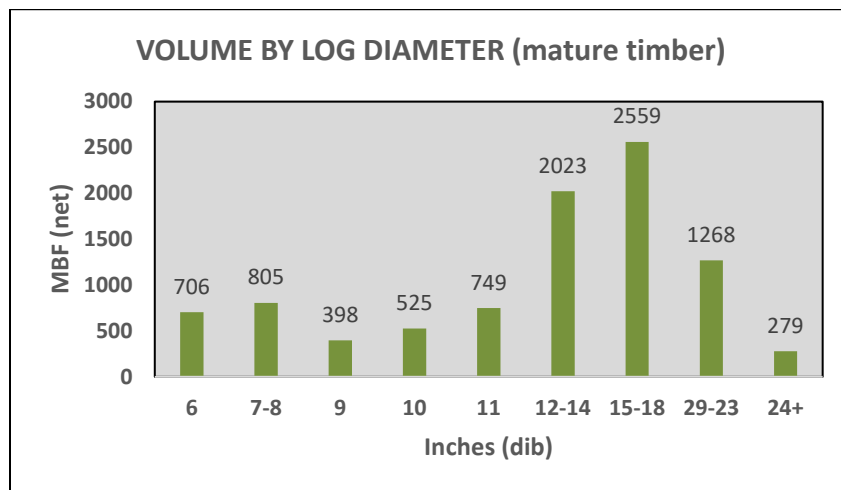
TIMBER CRUISE INFORMATION

A timber cruise was performed by Marc Setchko, professional forester, in the fall of 2020. Data was collected from 224 plots on a 220' x 220' grid in 245 acres of merchantable timber. There is an estimated 9,550 MBF of Douglas-fir timber. There are 232 acres of 50-70 year-old timber that average 40.2 MBF/acre (net) and 13.1 acres of 30-40 year-old that average 18.1 MBF/acres (net). The combined volume averages 39.0 MBF/acre (net).

Volumes were calculated for three distinct areas.

- 1) Main block mature merchantable timber;
- 2) Main block young merchantable timber;
- 3) Tax Lot 104 (zoned RR10). Mature merchantable timber.

| STAND | ACRES | MBF (net) | MBF/ac (net) |
|------------------|------------|--------------|--------------|
| Main Block 50-70 | 222 | 8,968 | 40.4 |
| Main Block 30-40 | 13 | 237 | 18.1 |
| TL 104 (RR10) | 10 | 345 | 34.8 |
| Non-Forest | 17 | - | - |
| | 262 | 9,549 | 39.0 |



PROPERTY DETAILS

Land Use. The property is comprised of six (6) tax lots. Except for tax lot 104, the tax lots are zoned as Impacted Forest (F2). A primary purpose of the F2 zone is to conserve forest land for uses consistent with Lane County's forest land policies, which includes the management of timber for harvest. The F2 zone allows for a residence under certain conditions. See Lane County Code for other allowable and conditional uses.

Tax Lot 104, which abuts Territorial Highway, is zoned as Rural Residential 10 (RR10). One residence is an allowed use on RR10. The Rural Residential District is intended to provide opportunities for persons who desire to live in a rural neighborhood setting. Rural Residential zoning allows one single-family or two-family dwelling per lot, or one mobile home per lot. A guest house is also a permitted use. See Lane County Code for other allowable and conditional uses.

Lane County code sections for F2 and RR10 are available upon request.

Improvements. There are two existing addresses associated with tax lot 105 (86381 & 86375). There is currently one residence that is in disrepair and currently unsuitable for occupation. The single-wide mobile home is personal property and is titled to a former tenant.

A barn/large shed is currently being used for storage.

The well was drilled in 1974. Well log 18418. It is 104' deep. At the time of drilling the static water level was at 41.5'. The yield was 20 gallons/minute.

There appear to be two septic systems. The records indicate there may have been an installation in 1975 and a second in 1979. The records and diagrams are not clear.

SELLER MAKES NO WARRANTY REGARDING THE STATUS OR FUNCTIONING OF THE STRUCTURES, WELL(S) OR SEPTIC SYSTEMS. REMOVAL OF PERSONAL ITEMS, GARBAGE OR OTHER MATERIALS WILL NOT BE ACCEPTED AS A CONTINGENCY. THE PROPERTY IS BEING SOLD AS-IS, WHERE-IS.

Higher and Better Use (HBU).

A preliminary, unofficial template overlay indicates all the F2 parcels exceed the minimum requirements for the number of lots (11). The legal lot status of the parcel or the lots within the template was not researched. HB 2225 which was passed in 2019 may limit the number of template home sites allowed.

Buyers will need to make their own determination regarding the potential to build or further develop the property.

Access. Access is directly from Territorial Highway at the southwest corner of the property. Tax Lot 104 connects Territorial Highway to the main block (see map) providing a potential alternative access point.

Roads. There is a network of primitive, unimproved roads throughout the property. All internal roads are dirt after leaving the home site area. Viewing is to be walk-in or by ATV only (motorcycles not allowed).

Hydrology. There are two small, intermittent “streams”. One drains to the west from tax lot 101. The other drains to the north from tax lot 3800.

Logging Method. 100% shovel logging.

Elevation. 550’ to 800’

Surveys and Corners. There is not a survey of the entire property. Tax lot 105 was surveyed in 1982 for partition 1982-8674. There are numerous surveys of the surrounding properties. An excel spreadsheet of county record search results is available upon request.

DISCLOSURE

A first right of refusal exists on the property. Recording No. 2007-068431. Available upon request.

Key terms:

- *“When Grantee receives the Notice and a copy of the Offer, Grantee shall have the prior and preferential right to purchase the Property (or the part of or interest in the Property covered by the Offer, as the case may be) and at the same price and the same terms contained in the Offer...”*
- *“Grantee shall have 15 days from the date Grantee receives the Notice and a copy of the Offer to notify Owner whether Grantee elects to purchase the Property pursuant to the terms of the Offer.”*

Other Resources Available at <http://northwestforestproperties.com/oregon-forest-land-sale>

- | | |
|--|--|
| <ul style="list-style-type: none">• Drone video• Vicinity map• Aerial photo map• Contour map• Agency disclosure pamphlet | <ul style="list-style-type: none">• Timber cruise reports• NRCS soils report• 2020-2021 tax statements• KMZ file (Google Earth) |
|--|--|

Available Upon Request

- Sale agreement
- Preliminary title report
- Right of first refusal
- Well log
- County records index

Contact. Fred Sperry (541) 868-6567, fred@nwforestproperties.com

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. The area and volume to be harvested could possibly be negotiated between the timber buyer and the land buyer prior to submitting a bid.

To affect 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. The combined amount is the total value conveyed to the Seller. The combined funds are distributed to the Seller at closing. The timber purchaser will receive a deed for the agreed upon timber only. The land buyer will receive title to the land, which will include any timber not included in the timber deed.

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 parties that have expressed interest in this type of partnership to NW Forest Properties will be provided upon request.

NW Forest Properties does not endorse and has not researched the parties contained on the list and therefore makes no representation regarding the parties. Anyone interested in partnering in this type of transaction is encouraged to seek the advice of professionals before entering into any agreement. Such professionals may include CPAs and attorneys.

PROPERTY INSPECTION

All parties will need to be accompanied by Fred Sperry for the initial viewing. NW Forest Properties' six-person ATV (masks required) will enable a quick overview of the property, after which parties will be able to walk the property at their leisure. Inspection will be walk-in or by ATV. There is ample parking inside the gate.

Each individual visiting the property is required to sign a liability waiver prior to entering the property.

Please contact Fred Sperry to arrange for the initial viewing. (541) 868-6567 or fred@nwforestproperties.com.

Directions From I-5 South Bound (from approximately Cottage Grove and north)

- Take Exit 195 westbound on the Randy Pape Beltline (OR 569) in Eugene.
- In approximately 10 miles turn right (west) at the traffic signal onto West 11th/Hwy 126. Proceed approximately 6 miles to Veneta.
- Turn left at the traffic signal onto Territorial Highway. Proceed approximately 5 miles to the property.
- Turn left onto the property. 86381 Territorial Highway.

Directions From I-5 North Bound (from approximately Cottage Grove and south)

- Take Exit 162 onto OR 99/OR 38 toward Drain for approximately ¾ mile.
- Turn right onto Curtin Road/OR-99
- Take the first right onto Territorial Highway.
- Proceed approximately 23.5 miles to the property.
- Turn right onto the property. 86375 Territorial Highway.

Proximity: *(approximate mileages)*

| | |
|----------------------|-----------------|
| Noti | 9 miles |
| Eugene | 16 miles |
| Springfield | 25 miles |
| Cottage Grove | 27 miles |
| Philomath | 44 miles |
| Florence | 51 miles |
| Lebanon | 63 miles |
| Sweet Home | 63 miles |
| Roseburg | 64 miles |
| North Bend | 96 miles |
| Longview | 176 miles |

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

BID INSTRUCTIONS

FORTHRIGHT FAMILY TRUST LAND & TIMBER 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 made out to Western Title. Put "Forthright Family Trust bid deposit" in the memo line.

ADDITIONAL EARNEST MONEY: Upon entering into a purchase and sale agreement, an additional amount shall be deposited with escrow which combined with the bid deposit shall equal 5% of the sale price.

Please submit your bid on the attached bid form. All bids must be signed and dated. A sealed bid is the preferred method. Sealed bids will be stored unopened until the official bid opening. Bids submitted by email prior to bid opening will be kept confidential. Bids and bid deposits must be physically received prior to 3:00 PM on March 18th 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, March 18, 2021

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

SUCCESSFUL BIDDER NOTIFICATION: April 8, 2021 (on or before)

CLOSING: April 23, 2021 (on or before)

ESCROW: Western Title & Escrow
497 Oakway Road, Suite 340
Eugene, OR 97401
Tonya Silke, Escrow Officer
Tonya.Silke@westerntitle.com
(541) 284-8016

**FORTHRIGHT FAMILY TRUST
LAND & TIMBER OFFERING**

BID FORM

BIDDER NAME: _____

AMOUNT: _____

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 must be an authorized representative of the Bidder.

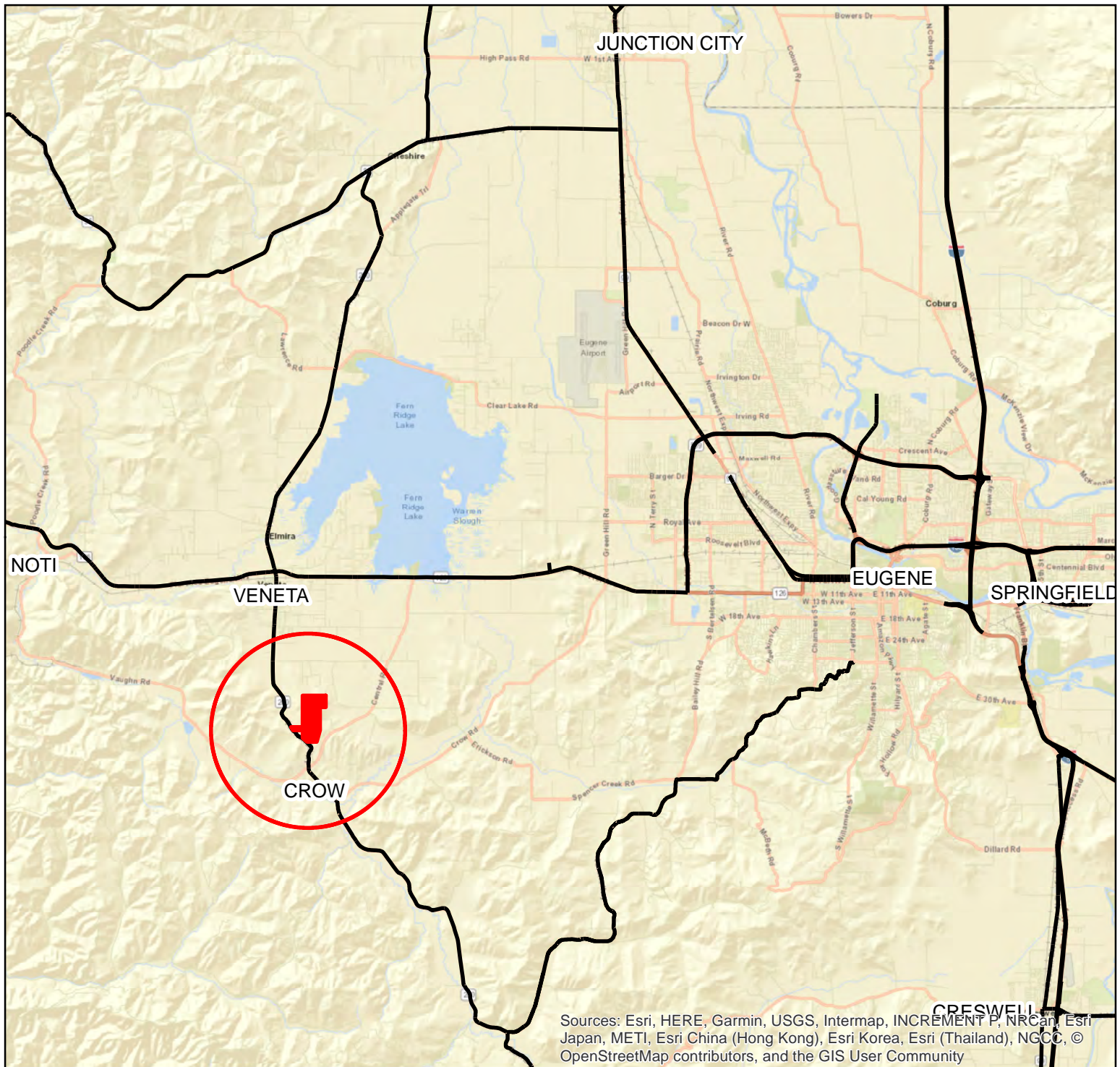
SUBMITTED BY:

SIGNATURE _____ **DATE** _____

PRINT NAME _____

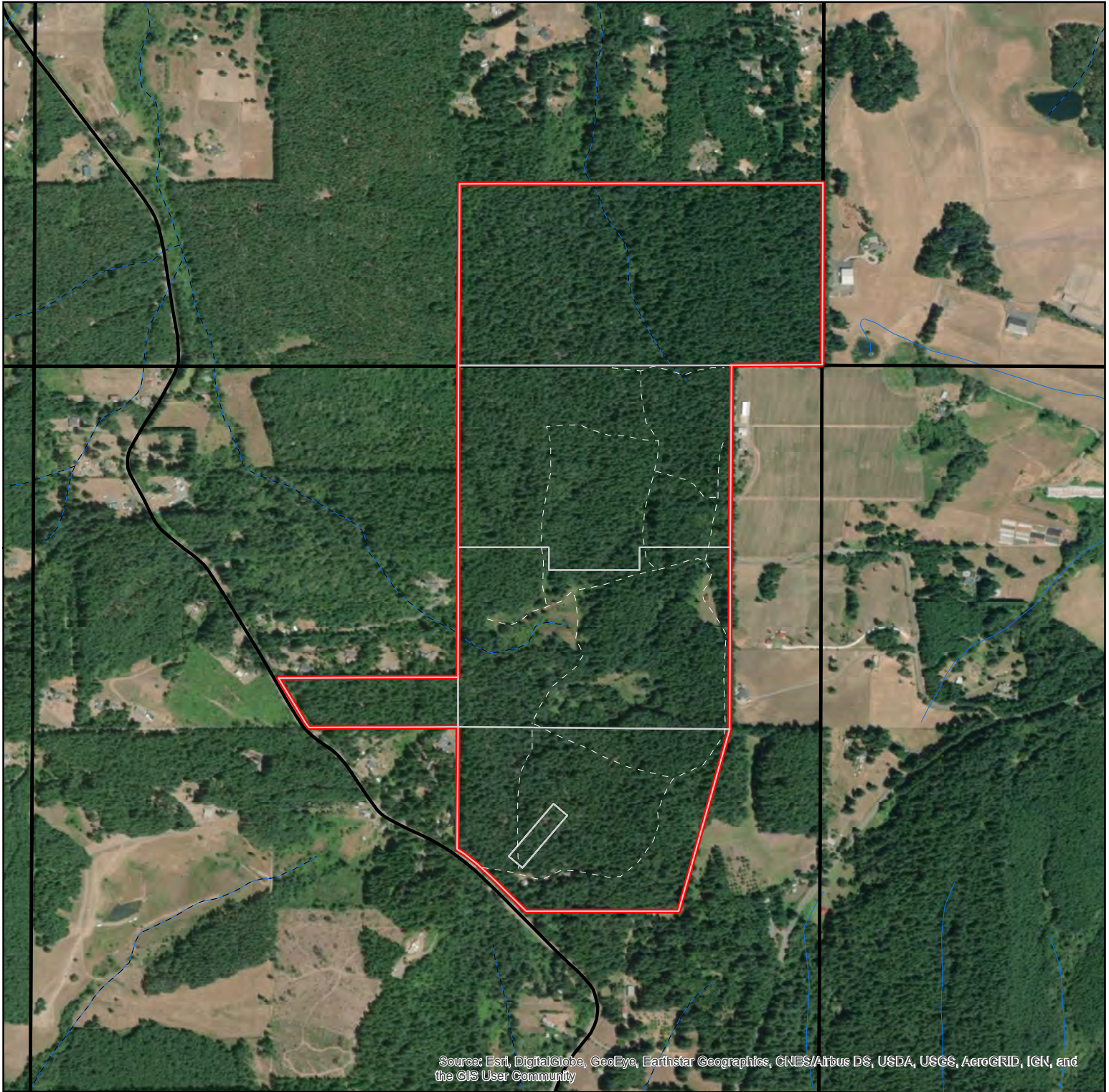
Seller reserves the right to refuse any and all bids

FORTHRIGHT FAMILY TRUST
Tax Lot 3800, Section 7, T18S, R5W
Tax Lots 101, 103, 104, 105, 106, Section 18, T18S, R5W
Lane County, Oregon
262 Acres (m/l)



1 inch equals 3 miles

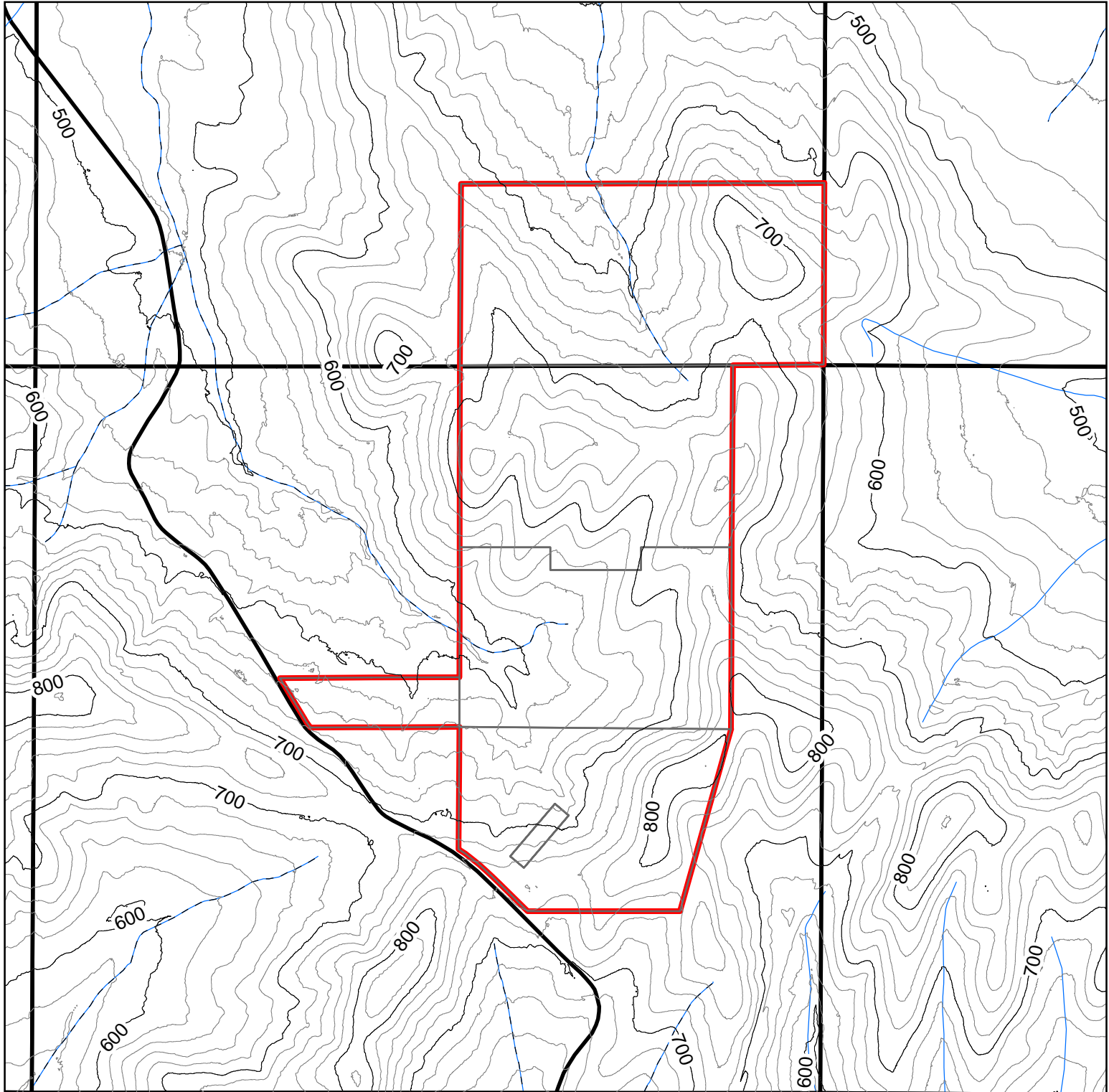
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Lane County, Oregon



1 inch = 1,000 feet

- | | | |
|---|---|---|
| Property Boundary | ■ ■ ■ Fish | — Stream Size |
| Tax Lots | --- Unknown | — Large |
| Section Line | | — Medium |
| | | — Small |
| | | --- Unknown |

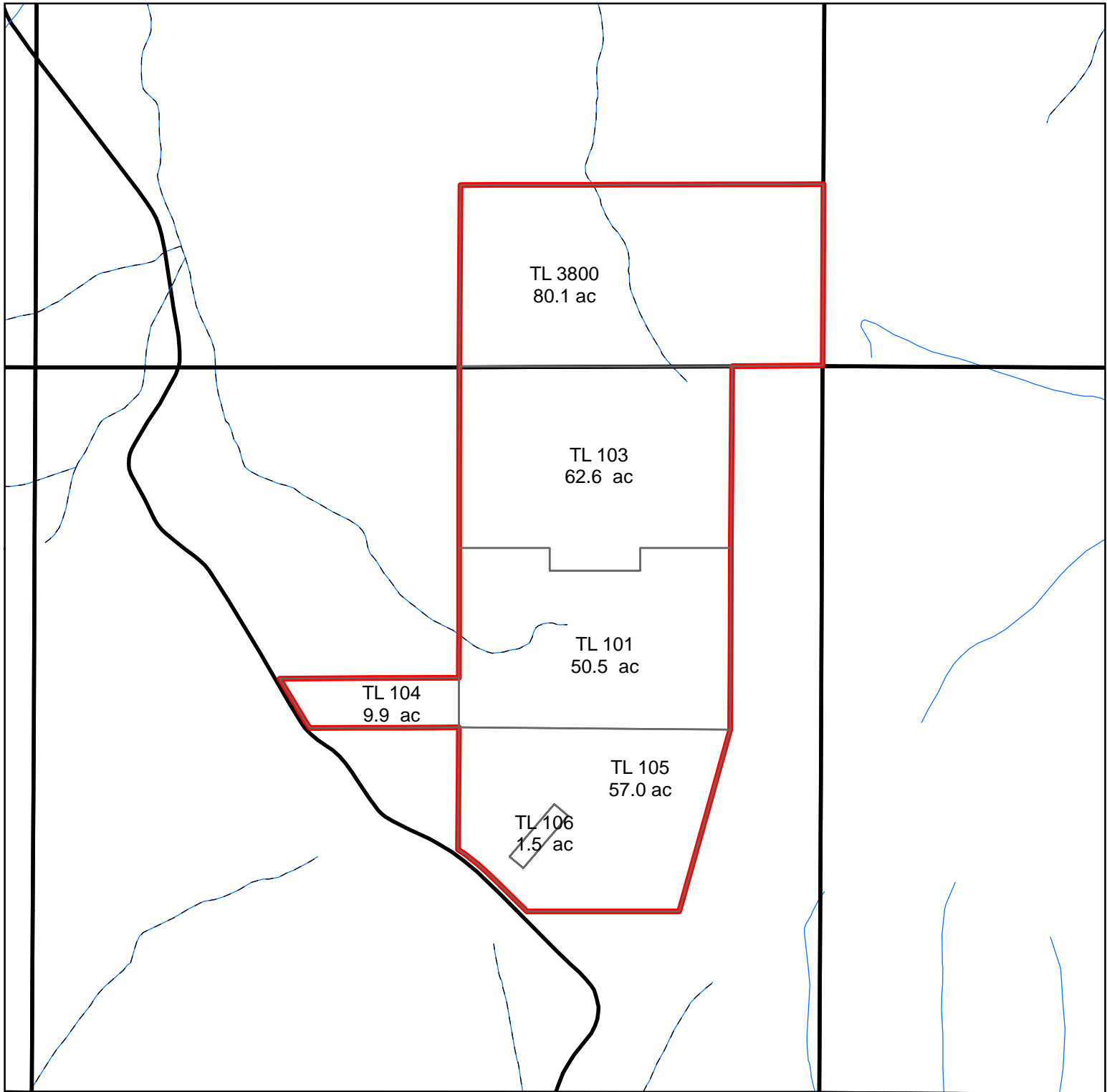
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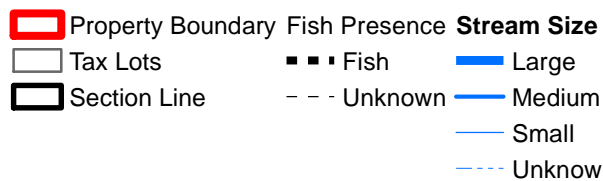
1 inch = 1,000 feet

| | | |
|--|---|---|
| Property Boundary | ■ ■ ■ Fish Presence | Stream Size |
| Tax Lots | --- Unknown | — Large |
| Section Line | | — Medium |
| | | — Small |
| | | --- Unknown |

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**VISITOR WAIVER AND HOLD HARMLESS
AGREEMENT**

VISITOR
NAME: _____ PHONE NUMBER: _____

EMERGENCY
CONTACT: _____ EMERGENCY
NUMBER: _____

COMPANY
AFFILIATION: _____

The Visitor stated above has chosen to enter certain real property owned by Steve Poindexter as the trustee of the Forthright Family Trust ("FFT") for the purpose to review timberland for sale. Visitor agrees to and confirms all of the statements in this Waiver and Hold Harmless Agreement (this "Waiver") and has read and is fully familiar with, and bound by, the contents of this Waiver. Visitor freely and voluntarily executes this Waiver and in consideration of being provided the opportunity to attend the Tour, hereby agrees and acknowledges as follows:

- Visitor is entering FFT lands at Visitor's own risk, and agrees to follow all applicable policies and procedures while attending the Tour. Visitor assumes responsibility for any damage or injury to property or for any personal injury and related medical costs and any other losses or expenses Visitor may sustain. It is Visitor's responsibility to carry appropriate insurance and Visitor's attendance is NOT necessarily covered by FFT's insurance policies.
- Visitor is fully aware of risks and hazards connected with being on the Premises and Visitor is fully aware that there may be risks and hazards unknown to Visitor connected with being on the Premises.
- In the event of illness or injury occurring to Visitor while on FFT property, Visitor consents to medical procedures or treatment for Visitor considered necessary or advisable by any medical or emergency or other attending personnel for Visitor and releases FFT from any and all related claims Visitor may have.
- Visitor knowingly releases, waives, discharges and agrees to hold harmless FFT, its trustee(s), agents, invitees, representatives, contractors and insurers ("Releasees") from any and all claims, whatsoever, known and unknown, arising out of or to arise out of Visitor's time on FFT property. Visitor is releasing and indemnifying the Releasees from any and all claims arising out of the negligence, fault, or other conduct of Releasees.
- Visitor agrees to defend (with counsel acceptable to FFT), indemnify and hold harmless, the Releasees, from any and all claims, losses, liability, damages, actions and causes of action of any kind or character ("Claims"), arising out of or in connection with Visitor's time on FFT property, regardless whether the Claims are foreseeable or unforeseeable.
- Visitor has read, fully understands and agrees to this Waiver. In addition, Visitor understands that this Waiver may only be revoked by FFT in writing.

Visitor Signature

Dated: _____

Printed Name

Initial Agency Disclosure Pamphlet

Consumers: This pamphlet describes the legal obligations of Oregon real estate licensees to consumers. Real estate brokers and principal real estate brokers are required to provide this information to you when they first contact you. A licensed real estate broker or principal broker need not provide the pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another broker.

***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 a broker or a principal broker.*

Real Estate Agency Relationships

An “agency” relationship is a voluntary legal relationship in which a licensed real estate broker or principal broker (the “agent”) 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 all 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, licensees must maintain confidential information about their clients.

“Confidential information” is information communicated to a real estate licensee or the licensee’s agent 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:

- The buyer instructs the licensee or the licensee’s agent to disclose about the buyer to the seller, or the seller instructs the licensee or the licensee’s agent to disclose about the seller to the buyer.
- The licensee or the licensee’s agent knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of a 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.

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 transaction 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 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 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 a 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.

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;
2. To the buyer, the duties listed above for a buyer's agent; and
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 licensee 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 the buyer and seller. 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 real estate broker and the real estate licensees 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 instructions 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 licensee delivering this pamphlet to you. If you intend for that licensee, or any other Oregon real estate licensee, 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 a licensee your agent without the licensee's knowledge and consent, and an agent cannot make you a client without your knowledge and consent.