



**Oregon
Farm & Home**
★ B R O K E R S ★



42480 Mt. Pleasant

Paul Terjeson

pterjy@kw.com

503-999-6777

2125 Pacific Blvd. Albany 97321

1121 NW 9th Ave Corvallis 97330

kw MID-WILLAMETTE
KELLERWILLIAMS REALTY 

KELLERWILLIAMS
LAND

KELLERWILLIAMS
Luxury
INTERNATIONAL

NOTICE OFFER IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE, CHANGE OR WITHDRAWAL WITHOUT NOTICE, AND APPROVAL OF PURCHASE BY OWNER. INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



**Oregon
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PARCEL MAP

541-497-6514

OregonFarmandHomeBrokers.com

OregonFarmandHome@gmail.com

2125 Pacific Blvd. Albany 97321

1121 NW 9th Ave Corvallis 97330


kw MID-WILLAMETTE
KELLERWILLIAMS. REALTY

KELLERWILLIAMS
LAND

KELLERWILLIAMS
Luxury
INTERNATIONAL

42480 Mount Pleasant
Oregon, AC +/-



 Boundary



**Oregon
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LIST PACK

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LAND

KELLERWILLIAMS
Luxury
INTERNATIONAL



Fidelity National Title

LINN COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **0001269**
Tax Lot: **09S01E2800300**
Owner: Barkmeyer, Henry L Trust
CoOwner: Barkmeyer, Arleta M Trust
Site: 42820 Mount Pleasant Dr
Scio OR 97374
Mail: 1930 N Gardner Ave
Stayton OR 97383
Zoning: County-F/F - Farm/Forest
Std Land Use: AFAR - Farms And Crops
Legal:
Twn/Rng/Sec: T:09S R:01E S:28 Q: QQ:

ASSESSMENT & TAX INFORMATION

Market Total: **\$689,220.00**
Market Land: **\$534,440.00**
Market Impr: **\$154,780.00**
Assessment Year: **2019**
Assessed Total: **\$191,083.00**
Exemption:
Taxes: **\$2,348.19**
Levy Code: 02710
Levy Rate: 12.2889

SALE & LOAN INFORMATION

Sale Date:
Sale Amount:
Document #:
Deed Type:
Loan
Amount:
Lender:
Loan Type:
Interest Type:
Title Co:

PROPERTY CHARACTERISTICS

Year Built:
Eff Year Built:
Bedrooms: 4
Bathrooms: 1.00
of Stories: 1.00
Total SqFt: 1,696 SqFt
Floor 1 SqFt:
Floor 2 SqFt:
Basement SqFt:
Lot size: 159.88 Acres (6,964,373 SqFt)
Garage SqFt:
Garage Type:
AC:
Pool:
Heat Source: Forced Air
Fireplace: 1
Bldg Condition: Fair
Neighborhood:
Lot:
Block:
Plat/Subdiv:
School Dist: 29J - North Santiam
Census: 6053 - 030200
Recreation:

LINN County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

September 2, 2020 8:17:24 am

Account #	1269	Tax Status	ASSESSABLE		
Map #	09S01E2800 00300	Acct Status	ACTIVE		
Code - Tax #	02710-1269	Subtype	NORMAL		
Legal Descr	See Record				
Mailing Name	BARKMEYER HENRY L & ARLETA M TR	Deed Reference #	See Record		
Agent		Sales Date/Price	See Record		
In Care Of		Appraiser	UNKNOWN		
Mailing Address	1930 N GARDNER AVE STAYTON, OR 97383-9531				
Prop Class	541	MA	SA	NH	Unit
RMV Class	501	05	00	000	125-2

Situs Address(s)	Situs City
ID# 1 42820 MOUNT PLEASANT DR	SCIO

Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
02710 Land	534,440			Land	0
Impr.	154,780			Impr.	0
Code Area Total	689,220	125,540	191,083		0
Grand Total	689,220	125,540	191,083		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Trended RMV
02710	2	<input checked="" type="checkbox"/>			Farm Use Unzoned	106	A	66.00	3	398,070
02710	3	<input checked="" type="checkbox"/>			Farm Use Unzoned	106	A	35.88	5	52,480
02710	4	<input checked="" type="checkbox"/>			Farm Use Unzoned	106	A	57.00	6	42,290
02710					LANDSCAPE - MINIMUM	100				1,000
02710					RURAL OSD - AVG	100				30,000
02710	1	<input checked="" type="checkbox"/>			Rural Site	106	A	1.00	FARM	10,600
Grand Total								159.88		534,440

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
02710	106	0	315	FEEDER BARN		108	1,148			0
02710	105	0	328	MACHINE SHED		108	1,120			800
02710	103	0	317	GP BUILDING		108	1,568			930
02710	102	0	328	MACHINE SHED		108	1,040			2,050
02710	107	0	323	HAY COVER		108	3,080			9,170
02710	108	0	110	Residential Other Improvements		108	240			6,960
02710	100	1938	139	RES One story w/attic and basement		108	1,696			132,720
02710	101	0	318	GP SHED		108	528			2,150
Grand Total							10,420			154,780

Code Area	Type	Exemptions/Special Assessments/Potential Liability
NOTATION(S):		
■ POT'L ADD'L TAX LIABILITY ADDED 2009	Amount	0.00 Tax 0.00

STATEMENT OF TAX ACCOUNT

Linn County Courthouse, Room 214

300 4th Ave SW, PO Box 100

Albany, Oregon 97321-8600

(541) 967-3808

2-Sep-2020

BARKMEYER HENRY L & ARLETA M TR
1930 N GARDNER AVE
STAYTON OR 97383-9531

Tax Account #	1269	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	02710
Situs Address	42820 MOUNT PLEASANT DR SCIO OR 97374-9315	Interest To	Sep 15, 2020

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,348.19	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,305.33	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,244.72	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,182.30	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,106.80	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,029.79	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,923.78	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.50	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,753.27	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,638.20	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,622.57	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,583.58	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,609.01	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,505.87	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,466.90	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,415.01	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,274.74	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.91	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,247.02	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,262.22	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,206.55	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,211.25	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,226.99	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,269.09	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,348.95	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,188.30	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.28	Nov 15, 1993
1992	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,530.93	Nov 15, 1992
1991	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,607.83	Nov 15, 1991
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$46,490.88	

05-10-93

VM 639 PAGE 877

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, HENRY L. BARKMEYER and ARLETA M. BARKMEYER, Husband and Wife, hereinafter called Grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto:

HENRY L. BARKMEYER, TRUSTEE, THE HENRY L. BARKMEYER LIVING TRUST UDT DATED MAY 3, 1993, AN UNDIVIDED ONE-HALF INTEREST

ARLETA M. BARKMEYER, TRUSTEE, THE ARLETA M. BARKMEYER LIVING TRUST UDT DATED MAY 3, 1993, AN UNDIVIDED ONE-HALF INTEREST

as tenants in common

hereinafter called grantees, and unto grantees' successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

The following described real property situated in the County of Linn and State of Oregon, to-wit:

Beginning at the Southwest corner of the Northeast quarter of the Southeast quarter of Section 29, Township 9 South, Range 1 East of the Willamette Meridian; thence North 600 feet to the center of the County Road leading from the Mt. Pleasant School house to Lyons, Oregon; thence following the center of said road in a Northeasterly direction to the North and South half Section line through Section 28 in said Township and Range; thence South to

(continued on page 2)

GRANTORS' NAMES AND ADDRESS:
HENRY L. BARKMEYER & ARLETA M. BARKMEYER
42820 Mt. Pleasant Dr.
Scio, OR 97374

The true and actual consideration for this transfer is
NONE.

GRANTEES' NAMES:
HENRY L. BARKMEYER & ARLETA M. BARKMEYER, TRUSTEES

✓ AFTER RECORDING RETURN TO:

HENRY L. BARKMEYER & ARLETA M. BARKMEYER
42820 Mt. Pleasant Dr.
Scio, OR 97374

UNTIL REQUESTED OTHERWISE SEND ALL TAX STATEMENTS TO

HENRY L. BARKMEYER & ARLETA M. BARKMEYER
42820 Mt. Pleasant Dr.
Scio, OR 97374

Page -1- BARGAIN AND SALE DEED - BARKMEYER

MAY 10 1993

05-10-93

VOL 639 PAGE 878

the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 28 in said Township and Range; thence West 3960 feet to the point of beginning; except a road deed from the George Sander property to the County Road in Section 29. All being situated in Linn County, Oregon.

It is not the intention of the Grantors by including the parcels above numbered in one deed to combine them into one Tract or otherwise to change the separate nature of any parcels which may have historically or otherwise been designated as separate parcels. It is the intention of the Grantors to retain the discrete nature heretofore existing as to any of said parcels.

TO HAVE AND TO HOLD the same unto the said grantees and grantees' successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is NONE-TITLE ADJUSTMENT.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

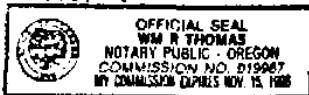
IN WITNESS WHEREOF, the grantors have executed this instrument this 3rd day of MAY, 1993.

Arleta M. Barkmeyer

Henry L. Barkmeyer

STATE OF OREGON)
) ss.
COUNTY OF LINN)

This instrument was acknowledged before me on MAY 3, 1993, by HENRY L. BARKMEYER and ARLETA M. BARKMEYER.



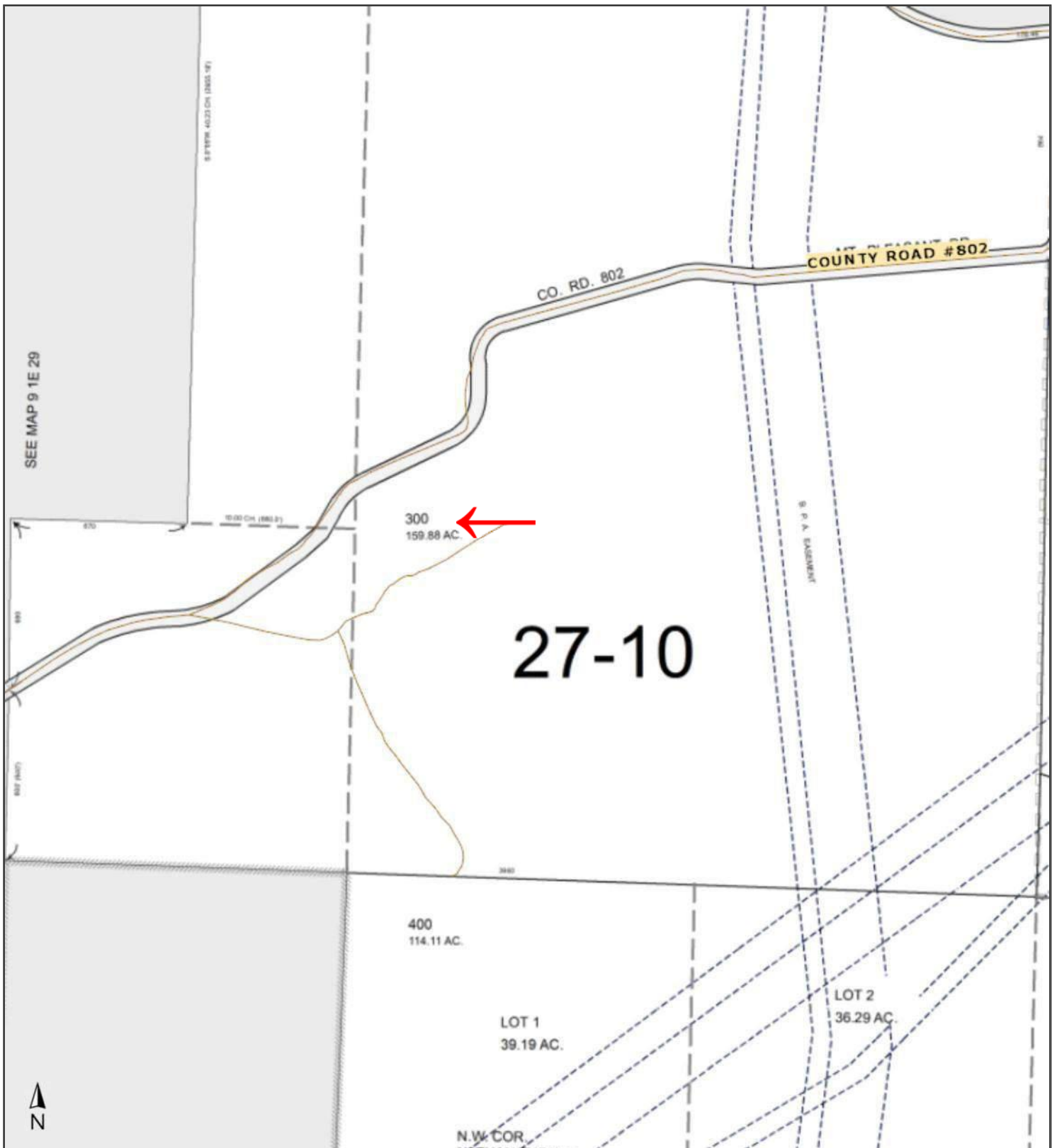
Wm. R. Thomas
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 11/15/96

Page -2- BARGAIN AND SALE DEED - BARKMEYER

STATE OF OREGON
County of Linn
I hereby certify that the attached
has received and duly recorded
by me in Linn County records.
STEVE DRUCKENMILLER
Linn County Clerk
By [Signature] Deputy PAGE 877

40
MAY 10 1993

MAY 10 1993



Fidelity National Title

ParcelID: 0001269

42820 Mount Pleasant Dr

Scio, OR 97374

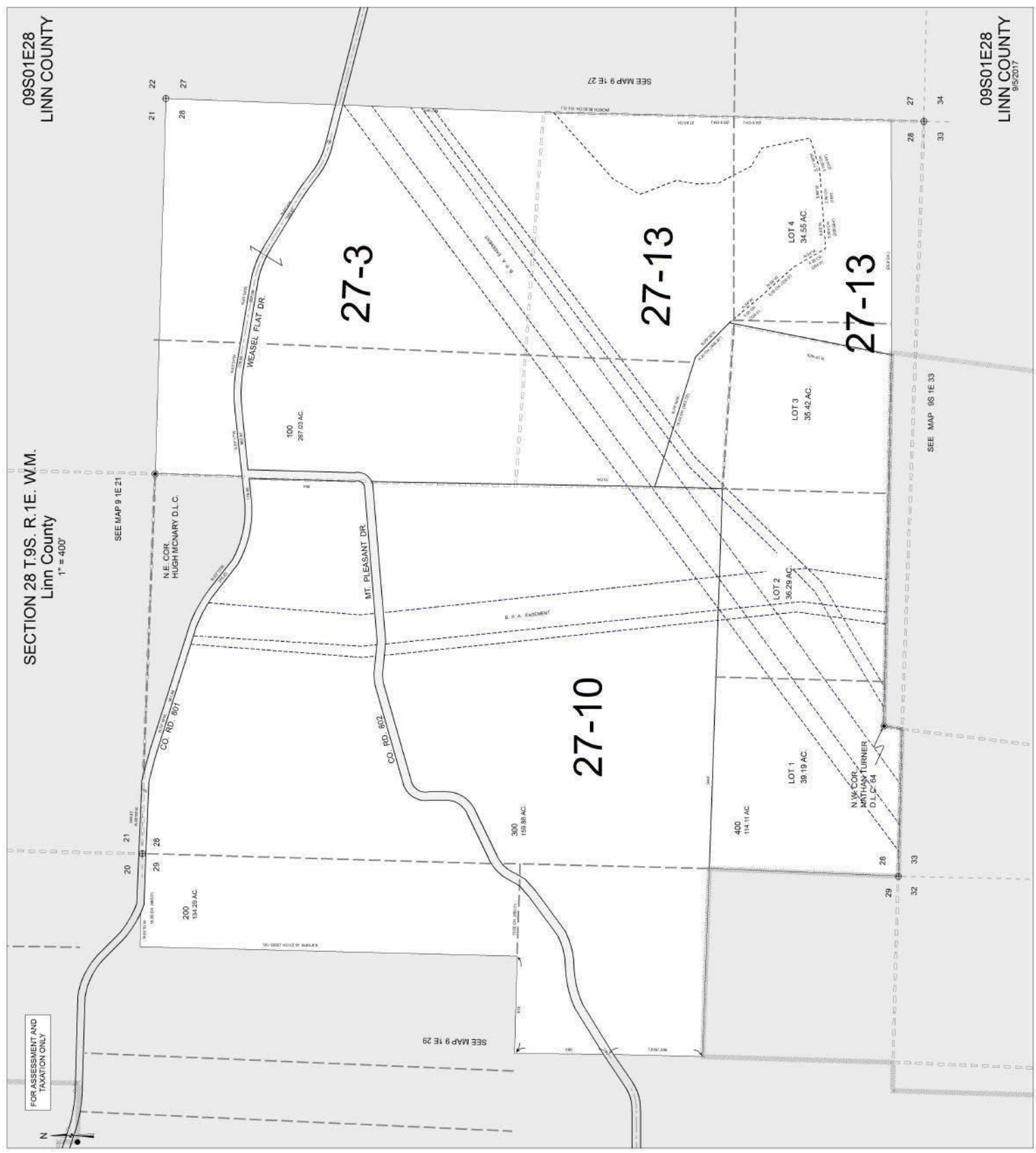
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

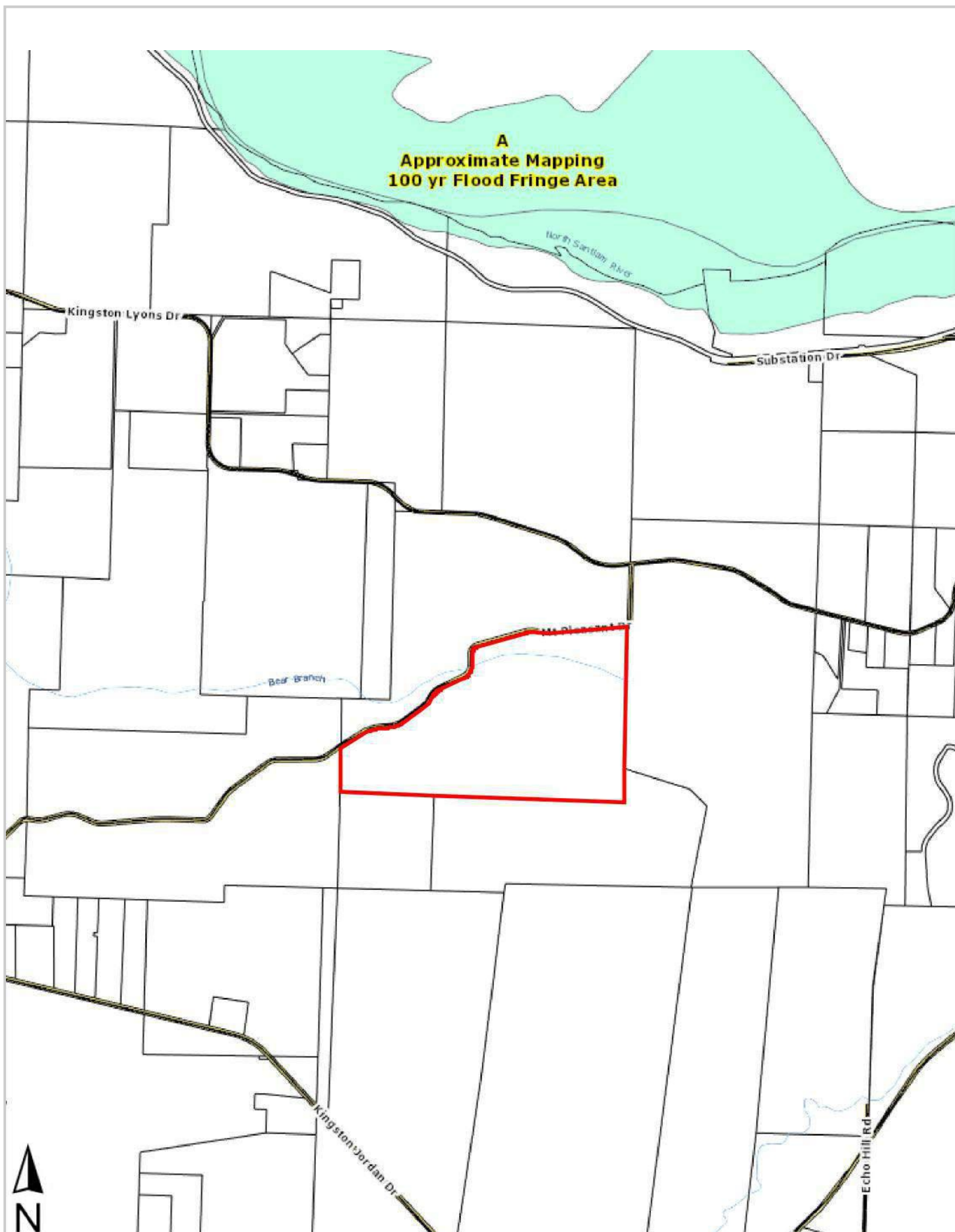
FOR ASSESSMENT AND
TAXATION ONLY

SECTION 28 T.9S. R.1E. W.M.
Linn County
1" = 400'

09S01E28
LINN COUNTY

09S01E28
LINN COUNTY
9/5/2017







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Farm & Home**
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SOIL REPORT

541-497-6514

OregonFarmandHomeBrokers.com

OregonFarmandHome@gmail.com

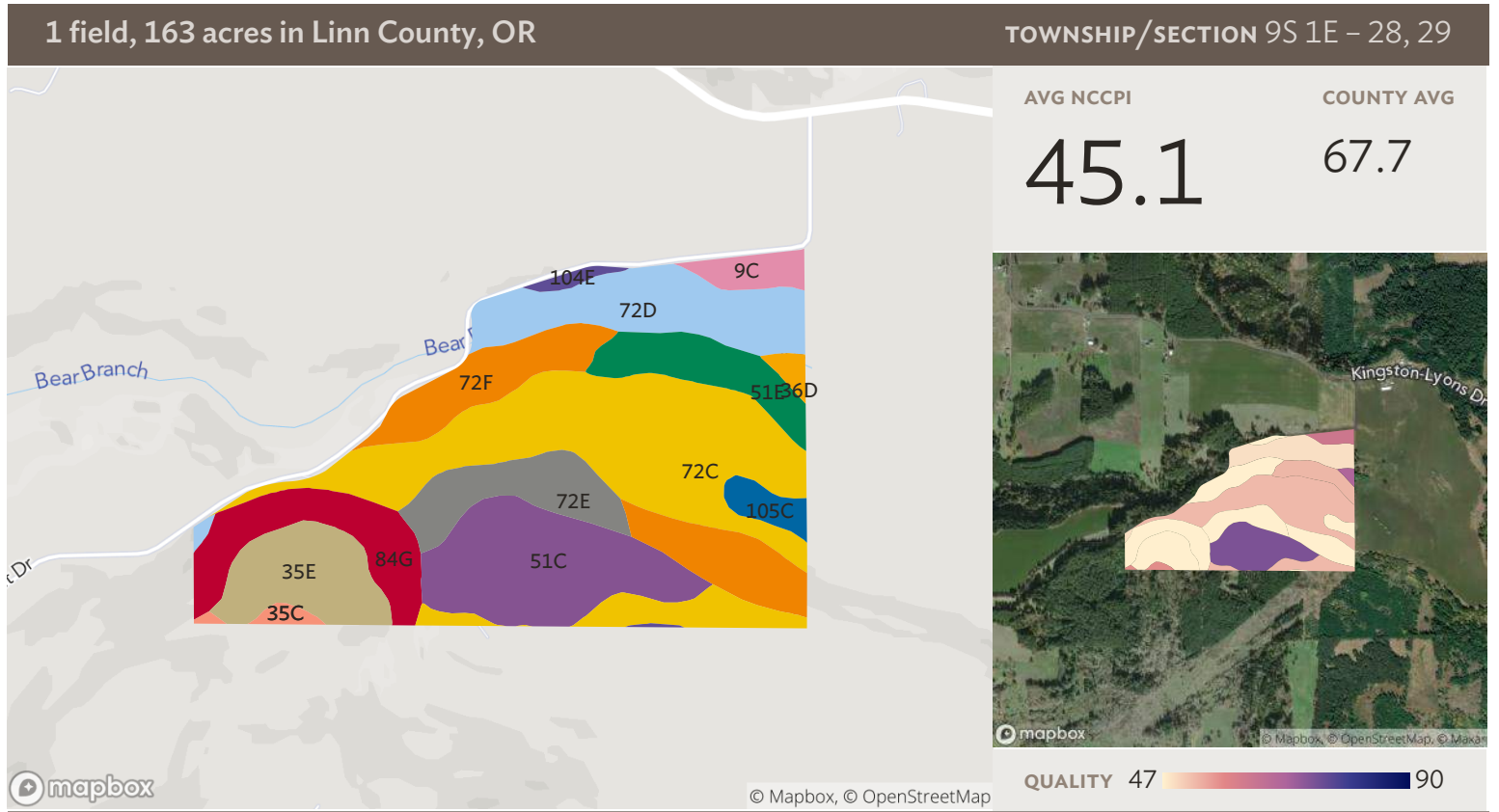
2125 Pacific Blvd. Albany 97321

1121 NW 9th Ave Corvallis 97330

kw MID-WILLAMETTE
KELLERWILLIAMS. REALTY

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Source: NRCS Soil Survey

All fields

163 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
72C	Nekia silty clay loam, 2 to 12 percent slopes	47.82	29.4%	3	52.4
51C	Jory silty clay loam, 2 to 12 percent slopes	22.92	14.1%	2	72.9
72F	Nekia silty clay loam, 30 to 50 percent slopes	19.28	11.8%	6	12.0
72D	Nekia silty clay loam, 12 to 20 percent slopes	18.28	11.2%	3	48.6
84G	Ritner cobbly silty clay loam, 30 to 60 percent slopes	12.73	7.8%	7	12.2
35E	Dixonville-Philomath-Hazelair complex, 12 to 35 percent slopes	12.42	7.6%	4	43.3
72E	Nekia silty clay loam, 20 to 30 percent slopes	10.62	6.5%	4	37.9
51E	Jory silty clay loam, 20 to 30 percent slopes	9.13	5.6%	4	52.7
9C	Bellpine silty clay loam, 3 to 12 percent slopes	3.46	2.1%	3	61.9

1 field, 163 acres in Linn County, OR			TOWNSHIP/SECTION 9S 1E – 28, 29			
■	105C	Witzel variant very cobbly silt loam, 0 to 12 percent slopes	2.76	1.7%	6	27.7
■	35C	Dixonville-Philomath-Hazelair complex, 3 to 12 percent slopes	1.22	0.8%	6	56.9
■	104E	Witzel very cobbly loam, 3 to 30 percent slopes	1.14	0.7%	6	27.5
■	36D	Dupee silt loam, 3 to 20 percent slopes	1.10	0.7%	3	67.5
			162.88			45.1



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LEASES

541-497-6514

OregonFarmandHomeBrokers.com

OregonFarmandHome@gmail.com

2125 Pacific Blvd. Albany 97321

1121 NW 9th Ave Corvallis 97330

Christmas Tree Lease

This agreement, in duplicate, made and entered into this 1st day of October, 2017,
between:

Arleta M. Barkmeyer Trust
1930 North Gardner Avenue
Stayton, OR 97383

Hereinafter called "Landlord"

And

Foothills Christmas Trees L.L.C.
Shannon L. Stinnett
P.O Box 34
Lyons, OR 97358

Hereinafter called "Tenants"

WITNESSETH:

Landlord leases to tenants the following described property on the terms and
conditions stated below, to-wit:

Approximately 11 acres adjacent to Mt. Pleasant drive. The most North East corner of
property. Precise amount of land will be determined after planting.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

To have and to hold the same unto tenants for a term of twelve years, commencing October 1, 2017, and terminating December 31, 2029. In the event tenant has severed and removed all trees desired, tenant may elect to terminate this lease prematurely upon 30 days notice to landlord with the termination effective at the end of the year.

As rent, tenants shall pay landlord \$175.00 per acre, per year, for the first 3 years of the lease. The rent for the remaining years of the lease shall be \$200.00 per acre, per year. The said sum to be paid in advance by tenants to landlord on or before January 10th of each year. First payment will be made upon signing of contract.

Landlord shall pay all real property taxes levied against the above-described premises.

Christmas trees/stumps remaining: Upon the termination of this lease or any extension thereof, within 60 days, the lessee shall remove, grind at the site, or otherwise dispose of the remaining trees and stumps from the premises so as to clear the land, and shall leave the land in such condition that the lessor may plow and otherwise cultivate such land.

Tenants may use chemicals or other methods to control pests, insects, weeds and grass as are customarily used in the raising of Christmas Trees.

Tenants shall have possession of the premises on the effective date of this lease.

Tenants shall have at all times during the term of this lease the right to ingress and egress across the premises of the landlord to the area being leased hereunder.

Tenants shall have a portable restroom on said land while workers are present.

Landlord, their agents, employees or other representatives may enter the premises at any reasonable time or times for the purpose of inspection thereof.

Landlord, their agents, employees or other representatives have all hunting privileges on said land.

Tenants shall permit no liens or encumbrances or other charges to accrue against the premises and shall enter into no contract which would subject the premises to any obligation beyond the term of this lease or its termination prior to the indicated term and shall save landlord harmless on account thereof.

Time is of the essence of this agreement. In the event tenants shall keep and perform all the terms and covenants of this lease and make the payment of rent herein provided and shall save landlord harmless on account of any obligation to be performed by tenants, then they shall be entitled to full use of the premises that pertain to the raising of Christmas trees in accordance with the terms of this lease.

In the event tenants shall fail to pay the rent when due and payable, landlord may, following 30 days written notice to tenants to perform and the failure so to do, terminate this lease and take full possession of the premises and trees.

In the event the parties hereto cannot agree upon any provision of this lease, settlement will be by mediation first, then arbitration under the arbitration laws of the State of Oregon.

Landlord covenants that tenants, on paying the rent and on keeping, observing and performing all the other terms covenants, conditions and provisions and agreements herein contained on the part of tenants to be kept, observed and performed, shall during the said term hereby granted, peaceably and quietly have, hold and use the said premises for the raising of Christmas trees for the full term of this lease, subject to the terms, covenants, provisions and agreements hereof.

The terms of this lease shall be binding on the heirs, Personal Representatives, successors and assigns of both landlord and tenants in like manner as upon the original parties.

Landlord may assign this lease without consent of Tenant. Tenant may not assign this Lease without written consent first had and obtained from Landlord.

In the event that the property is sold during the term of the lease, the new Landlords shall have the right to offer a buyout to the tenant if desired. The price for the buyout will be fair market value. The fair market value will be established by obtaining three different appraisals for the trees on hand by Christmas Tree professionals. The landlord may pick one appraiser, the tenant may pick one appraiser, and the landlord and tenant shall mutually agree on one appraiser. The average of the appraisals shall be the purchase price.

In the event of suit or action to enforce the rights of either landlord or tenants hereunder, the Court may allow a reasonable attorney's fee to the prevailing party of said suit or action, or on appeal there from.

Indemnification/Insurance. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the leased premises, or arising from any accident, injury, or damage,

howsoever and by whomsoever caused, to any person or property, occurring in or about the leased premises.

Tenant will not do or suffer to be done anything which will render any increased or extra premium payable for insurance on said premises, or which may make void or voidable any policy or policies of such insurance. Tenant agrees, during the term of this Lease or any extension thereof, to maintain in force and effect public liability insurance with limits of at least \$2,000,000.00 for bodily injury and property damage combined, in a responsible insurance company or companies, with Landlord endorsed thereon as an additional insured or otherwise covered, and to supply Landlord with proof thereof each year at the time of payment of rent.

Landlord shall not be liable for any loss or damage to person or property sustained by Tenant, or other persons, which may be caused by leased premises, or any appurtenances thereto, being out of repair, or by theft, or by any act or neglect of Tenant or of any other person, or by any other cause of whatsoever nature.

Entire Agreement. This Lease (including the documents and instruments referred to in this Lease) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

Amendments. This Lease may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Lease.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"Landlord" **Arleta M. Barkmeyer Trust**

Arleta Barkmeyer
Arleta Barkmeyer, Co-Trustee

Mary Ann Stadeli
Mary Ann Stadeli, Co-Trustee

Elsetta Schotthoefer
Elsetta Schotthoefer, Co-Trustee

"Tenants"

Shannon L. Stinnett
(Shannon L. Stinnett)
dba Foothills Christmas Trees L.L.C.

4845-4390-3578, v. 1

Christmas Tree Lease

This agreement, in duplicate, made and entered into this 3rd day of June, 2019, to be effective January 1, 2020, between:

**The Henry L. Barkmeyer Trust UDT dated May 3, 1993, and amendments thereto
The Arleta M. Barkmeyer Trust under restated Agreement dated October 5, 2011
1930 North Gardner Avenue
Stayton, OR 97383**

Hereinafter called "Landlord"

And

**Foothills Christmas Trees L.L.C.
Shannon L. Stinnett
P.O Box 34
Lyons, OR 97358**

Hereinafter called "Tenants"

WITNESSETH:

Landlord leases to tenants the following described property on the terms and conditions stated below, to-wit:

Approximately 12 acres south of the house and north of the barn.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

To have and to hold the same unto tenants for a term of thirteen years, commencing January 1, 2020, and terminating December 31, 2032. In the event tenant has severed and removed all trees desired, tenant may elect to terminate this lease prematurely upon 30 days notice to landlord with the termination effective at the end of the year.

As rent, tenants shall pay landlord \$190.00 per acre, per year, for the first 3 years of the lease. The rent for the remaining years of the lease shall be \$225.00 per acre, per year. The said sum to be paid in advance by tenants to landlord on or before January 10th of each year.

Landlord shall pay all real property taxes levied against the above-described premises.

Christmas trees/stumps remaining: Upon the termination of this lease or any extension thereof, within 60 days, the lessee shall remove, grind at the site, or otherwise dispose of the remaining trees and stumps from the premises so as to clear the land, and shall leave the land in such condition that the lessor may plow and otherwise cultivate such land.

Tenants may use chemicals or other methods to control pests, insects, weeds and grass as are customarily used in the raising of Christmas Trees.

Tenants shall have possession of the premises on the effective date of this lease.

Tenants shall have at all times during the term of this lease the right to ingress and egress across the premises of the landlord to the area being leased hereunder.

Tenants shall have a portable restroom on said land while workers are present.

Landlord, their agents, employees or other representatives may enter the premises at any reasonable time or times for the purpose of inspection thereof.

Landlord, their agents, employees or other representatives have all hunting privileges on said land.

Tenants shall permit no liens or encumbrances or other charges to accrue against the premises and shall enter into no contract which would subject the premises to any obligation beyond the term of this lease or its termination prior to the indicated term and shall save landlord harmless on account thereof.

Time is of the essence of this agreement. In the event tenants shall keep and perform all the terms and covenants of this lease and make the payment of rent herein provided and shall save landlord harmless on account of any obligation to be performed by tenants, then they shall be entitled to full use of the premises that pertain to the raising of Christmas trees in accordance with the terms of this lease.

In the event tenants shall fail to pay the rent when due and payable, landlord may, following 30 days written notice to tenants to perform and the failure so to do, terminate this lease and take full possession of the premises and trees.

In the event the parties hereto cannot agree upon any provision of this lease, settlement will be by mediation first, then arbitration under the arbitration laws of the State of Oregon.

Landlord covenants that tenants, on paying the rent and on keeping, observing and performing all the other terms covenants, conditions and provisions and agreements herein contained on the part of tenants to be kept, observed and performed, shall during the said term hereby granted, peaceably and quietly have, hold and use the said premises for the raising of Christmas trees for the full term of this lease, subject to the terms, covenants, provisions and agreements hereof.

The terms of this lease shall be binding on the heirs, Personal Representatives, successors and assigns of both landlord and tenants in like manner as upon the original parties.

Landlord may assign this lease without consent of Tenant. Tenant may not assign this Lease without written consent first had and obtained from Landlord.

In the event that the property is sold during the term of the lease, the new Landlords shall have the right to offer a buyout to the tenant if desired. The price for the buyout will be fair market value. The fair market value will be established by obtaining three different appraisals for the trees on hand by Christmas Tree professionals. The landlord may pick one appraiser, the tenant may pick one appraiser, and the landlord and tenant shall mutually agree on one appraiser. The average of the appraisals shall be the purchase price.

In the event of suit or action to enforce the rights of either landlord or tenants hereunder, the Court may allow a reasonable attorney's fee to the prevailing party of said suit or action, or on appeal there from.

Indemnification/Insurance. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the leased premises, or arising from any accident, injury, or damage,

howsoever and by whomsoever caused, to any person or property, occurring in or about the leased premises.

Tenant will not do or suffer to be done anything which will render any increased or extra premium payable for insurance on said premises, or which may make void or voidable any policy or policies of such insurance. Tenant agrees, during the term of this Lease or any extension thereof, to maintain in force and effect public liability insurance with limits of at least \$2,000,000 for bodily injury and property damage combined, in a responsible insurance company or companies, with Landlord endorsed thereon as an additional insured or otherwise covered, and to supply Landlord with proof thereof each year at the time of payment of rent.

Tenant shall provide Landlord with proof of liability insurance. Landlord will be added as additional insureds on Tenants policy.

Landlord shall not be liable for any loss or damage to person or property sustained by Tenant, or other persons, which may be caused by leased premises, or any appurtenances thereto, being out of repair, or by theft, or by any act or neglect of Tenant or of any other person, or by any other cause of whatsoever nature.

When required by the context of this lease, the singular shall include the plural. Whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

Entire Agreement. This Lease (including the documents and instruments referred to in this Lease) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

Amendments. This Lease may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Lease.


(Remainder of page intentionally left blank.)

INWITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"Landlord" **The Henry L. Barkmeyer Trust UDT dated May 3, 1993, and
amendments thereto
The Arleta M. Barkmeyer Trust under restated agreement dated
October 5, 2011**



Mary Ann Stadeli, Co-Trustee

"Tenants" 

(Shannon L. Stinnett)
dba Foothills Christmas Trees L.L.C.

4845-4390-3578, v. 1



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MEASURE 49

541-497-6514

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Oregon

Theodore R. Kulongoski, Governor

Department of Land Conservation and Development

Measure 49 Development Services Division

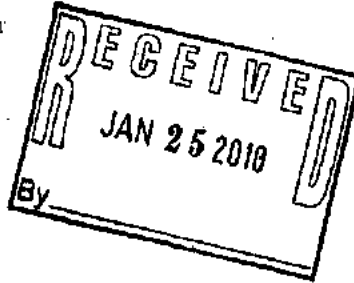
635 Capitol Street, Suite 150

Salem, Oregon 97301-2540

Phone: (503) 373-0050

Fax: (503) 378-5318

<http://www.oregon.gov/LCD/MEASURE49>



January 21, 2010

To: Claimant

From: Richard Whitman, Director

Re: Ballot Measure 49 (ORS 195.300 to 195.336) Election Number E132870

Claimant: Arleta Barkmeyer

9 IE 28 300 E 400
m37-234-06

Enclosed is the Department of Land Conservation and Development's (department) Final Order and Home Site Authorization for the above-referenced Measure 49 election, based on the Supplemental Review of the claimant's Measure 37 claim.

This Final Order and Home Site Authorization sets forth the department's decision on the claim under Measure 49 and is final. No further action will be taken on this matter.

1 Parcel
2 dwellings

2 acre



**OREGON DEPARTMENT OF LAND CONSERVATION AND
DEVELOPMENT**

**ORS 195.300 to ORS 195.336 (MEASURE 49) SUPPLEMENTAL REVIEW
OF MEASURE 37 CLAIM
Final Order and Home Site Authorization**

STATE ELECTION NUMBER:

E132870

CLAIMANT:

Arieta M. Barkmeyer
42820 Mt. Pleasant Drive
Scio, OR 97374

**MEASURE 37 PROPERTY
IDENTIFICATION:**

Township 9S, Range 1E, Section 28
Tax lots 300 and 400
Linn County

AGENT CONTACT INFORMATION:

Mary Ann Stadel
Garrett Hemann Robertson PC
PO Box 749
Salem, OR 97308

The claimant, Arieta Barkmeyer, filed a claim with the state under ORS 197.352 (2005) (Measure 37) on December 1, 2006, for property located at 42820 Mt. Pleasant Drive, near Scio, in Linn County. ORS 195.300 to ORS 195.336 (Measure 49) entitles claimants who filed Measure 37 claims to elect supplemental review of their claims. The claimant has elected supplemental review of her Measure 37 claim under Section 6 of Measure 49, which allows the Department of Land Conservation and Development (the department) to authorize up to three home site approvals to qualified claimants.

This Final Order and Home Site Authorization is the conclusion of the supplemental review of this claim.

I. ANALYSIS OF CLAIM

A. Maximum Number of Home Sites for Which the Claimant May Qualify

Under Section 6 of Measure 49, the number of home site approvals authorized by the department cannot exceed the lesser of the following: three; the number stated by the claimant in the election materials; or the number described in a Measure 37 waiver issued by the state, or if no waiver was issued, the number of home sites described in the Measure 37 claim filed with the state. The claimant has requested three home site approvals in the election material. No waiver was issued for this claim. The Measure 37 claim filed with the state describes 136 home sites. Therefore, the

claimant may qualify for a maximum of three home site approvals under Section 6 of Measure 49.

B. Qualification Requirements

To qualify for a home site approval under Section 6 of Measure 49, the claimant must meet each of the following requirements:

1. Timeliness of Claim

A claimant must have filed a Measure 37 claim for the property with either the state or the county in which the property is located on or before June 28, 2007, and must have filed a Measure 37 claim with both the state and the county before Measure 49 became effective on December 6, 2007. If the state Measure 37 claim was filed after December 4, 2006, the claim must also have been filed in compliance with the provisions of OAR 660-041-0020 then in effect.

Findings of Fact and Conclusions

The claimant, Arleta Barkmeyer, filed a Measure 37 claim, M132870, with the state on December 1, 2006. The claimant filed Measure 37 claims, M37-234-06 and M37-317-06, with Linn County on November 27, 2006, and November 30, 2006. The state claim was filed prior to December 4, 2006.

The claimant timely filed a Measure 37 claim with both the state and Linn County.

2. The Claimant Is an Owner of the Property

Measure 49 defines "Owner" as: "(a) The owner of fee title to the property as shown in the deed records of the county where the property is located; (b) The purchaser under a land sale contract, if there is a recorded land sale contract in force for the property; or (c) If the property is owned by the trustee of a revocable trust, the settlor of a revocable trust, except that when the trust becomes irrevocable only the trustee is the owner."

Findings of Fact and Conclusions:

According to the deed submitted by the claimant, Arleta Barkmeyer is the settlor of a revocable trust into which she conveyed the Measure 37 claim property and the trustee of an irrevocable trust into which the Measure 37 property has been conveyed and, therefore, is an owner of the property under Measure 49.

Linn County has confirmed that the claimant is the current owner of the property.

3. All Owners of the Property Have Consented in Writing to the Claim

All owners of the property must consent to the claim in writing.

Findings of Fact and Conclusions:

All owners of the property have consented to the claim in writing.

4. The Property Is Located Entirely Outside Any Urban Growth Boundary and Entirely Outside the Boundaries of Any City

The Measure 37 claim property must be located entirely outside any urban growth boundary and entirely outside the boundaries of any city.

Findings of Fact and Conclusions:

The Measure 37 claim property is located in Linn County, outside the urban growth boundary and outside the city limits of the nearest city, Scio.

5. One or More Land Use Regulations Prohibit Establishing the Lot, Parcel or Dwelling

One or more land use regulations must prohibit establishing the requested lot, parcel or dwelling.

Findings of Fact and Conclusions:

The property is currently zoned Farm/Forest (F/F) by Linn County, in accordance with Goals 3 and 4, as implemented by OAR 660-006-0050. State land use regulations, including applicable provisions of ORS chapter 215 and OAR 660, divisions 6 and 33, generally prohibit the establishment of a lot or parcel less than 80 acres in size in a mixed farm/forest zone. Those provisions also regulate the establishment of dwellings on new or existing lots or parcels and include restrictions on establishing more than one dwelling on a single tract.

The claimant's property consists of 273.99 acres that make up a single tract. Therefore, state land use regulations prohibit the claimant from establishing on the Measure 37 claim property the three home sites the claimant may qualify for under Section 6 of Measure 49.

6. The Establishment of the Lot, Parcel or Dwelling Is Not Prohibited by a Land Use Regulation Described in ORS 195.305(3)

ORS 195.305(3) exempts from claims under Measure 49 land use regulations:

- (a) Restricting or prohibiting activities commonly and historically recognized as public nuisances under common law;
- (b) Restricting or prohibiting activities for the protection of public health and safety;
- (c) To the extent the land use regulation is required to comply with federal law; or
- (d) Restricting or prohibiting the use of a property for the purpose of selling pornography or performing nude dancing.

Findings of Fact and Conclusions

Based on the documentation submitted by the claimant, it does not appear that the establishment of the three home sites for which the claimant may qualify on the property is prohibited by land use regulations described in ORS 195.305(3).

7. On the Claimant's Acquisition Date, the Claimant Lawfully Was Permitted to Establish at Least the Number of Lots, Parcels or Dwellings on the Property That Are Authorized Under Section 6 of Measure 49

A claimant's acquisition date is "the date the claimant became the owner of the property as shown in the deed records of the county in which the property is located. If there is more than one claimant for the same property under the same claim and the claimants have different acquisition dates, the acquisition date is the earliest of those dates."

Findings of Fact and Conclusions

Linn County deed records indicate that the claimant acquired tax lot 300 (159.88 acres) on November 9, 1964, and tax lot 400 (114.11 acres) on August 31, 1965.

On November 9, 1964, and August 31, 1965, the Measure 37 claim property was not subject to any local or state laws that would have prohibited the claimant from establishing at least three lots or parcels and at least three dwellings. Therefore, the claimant lawfully could have established the three home sites the claimant qualifies for under Section 6 of Measure 49.

II. COMMENTS ON THE PRELIMINARY EVALUATION

The department issued its Preliminary Evaluation for this claim on December 1, 2009. Pursuant to OAR 660-041-0090, the department provided written notice to the owners of surrounding properties. No written comments were received in response to the 28-day notice.

III. CONCLUSION

Based on the analysis above, the claimant qualifies for up to three home sites. However, the number of lots, parcels or dwellings that a claimant may establish pursuant to a home site authorization is reduced by the number of lots, parcels or dwellings currently in existence on the Measure 37 claim property and any contiguous property under the same ownership according to the methodology stated in Section 6(2)(b) and 6(3) of Measure 49.

Based on the documentation provided by the claimant and information from Linn County, the Measure 37 claim property includes two lots or parcels and one dwelling. There is no contiguous property under the same ownership. Therefore, the three home site approvals the claimant qualifies for under Section 6 of Measure 49 will authorize the claimant to establish one additional lot or parcel and two additional dwellings on the Measure 37 claim property.

IV. HOME SITE AUTHORIZATION

Based on the analysis set forth above, this claim is approved, and the claimant qualifies for three home site approvals. As explained in section III above, after taking into account the number of existing lots, parcels or dwellings, the claimant is authorized for one additional lot or parcel and two additional dwellings on the property on which the claimant is eligible for Measure 49 relief, subject to the following terms:

1. Each dwelling must be on a separate lot or parcel, and must be contained within the property on which the claimant is eligible for Measure 49 relief. The establishment of a land division or dwelling based on this home site authorization must comply with all applicable standards governing the siting or development of the land division or dwelling. However, those standards must not be applied in a manner that prohibits the establishment of the land division or dwelling, unless the standards are reasonably necessary to avoid or abate a nuisance, to protect public health or safety, or to carry out federal law.
2. This home site authorization will not authorize the establishment of a land division or dwelling in violation of a land use regulation described in ORS 195.305(3) or in violation of any other law that is not a land use regulation as defined by ORS 195.300(14).
3. A claimant is not eligible for more than 20 home site approvals under Sections 5 to 11 of Measure 49 regardless of how many properties a claimant owns or how many claims a claimant filed. If the claimant has developed the limit of twenty home sites under Measure 49, the claimant is no longer eligible for the home site approvals that are the subject of this order.
4. The number of lots, parcels or dwellings a claimant may establish under this home site authorization is reduced by the number of lots, parcels and dwellings currently in existence on the Measure 37 claim property and contiguous property in the same ownership, regardless of whether evidence of their existence has been provided to the department. If, based on the information available to the department, the department has calculated the number of currently existing lots, parcels or dwellings to be either greater than or less than the number of lots, parcels or dwellings actually in existence on the Measure 37 claim property or contiguous property under the same ownership, then the number of additional lots, parcels or dwellings a claimant may establish pursuant to this home site authorization must be adjusted according to the methodology stated in Section 6(2)(b) and 6(3) of Measure 49. Statements in this final order regarding the number of lots, parcels or dwellings currently existing on the Measure 37 claim property and contiguous property are not a determination on the current legal status of those lots, parcels or dwellings.
5. Temporary dwellings are not considered in determining the number of existing dwellings currently on the property. The claimant may choose to convert any temporary dwelling currently located on the property on which the claimant is eligible for Measure 49 relief to an authorized home site pursuant to a home site approval. Otherwise, any temporary dwelling is subject to the terms of the local permit requirements under which it was approved, and is subject to removal at the end of the term for which it is allowed.

6. A home site approval only authorizes the establishment of a new lot, parcel or dwelling on the property on which the claimant is eligible for Measure 49 relief. No additional development is authorized on contiguous property for which no Measure 37 claim was filed or on Measure 37 claim property on which the claimant is not eligible for Measure 49 relief. A lot or parcel established pursuant to a home site approval must either be the site of a dwelling that is currently in existence or be the site of a dwelling that may be established pursuant to the home site approval.
7. The claimant may use a home site approval to convert a lot, parcel or dwelling currently located on the property on which the claimant is eligible for Measure 49 relief to an authorized home site. If the number of lots, parcels or dwellings existing on the property on which the claimant is eligible for Measure 49 relief exceeds the number of home site approvals the claimant qualifies for under a home site authorization, the claimant may select which existing lots, parcels or dwellings to convert to authorized home sites; or may reconfigure existing lots, parcels or dwellings so that the number is equivalent to the number of home site approvals.
8. The claimant may not implement the relief described in this Measure 49 home site authorization if a claimant has been determined to have a common law vested right to a use described in a Measure 37 waiver for the property. Therefore, if a claimant has been determined in a final judgment or final order that is not subject to further appeal to have a common law vested right as described in Section 5(3) of Measure 49 to any use on the Measure 37 claim property, then this Measure 49 Home Site Authorization is void. However, so long as no claimant has been determined in such a final judgment or final order to have a common law vested right to a use described in a Measure 37 waiver for the property, a use that has been completed on the property pursuant to a Measure 37 waiver may be converted to an authorized home site.
9. A home site approval does not authorize the establishment of a new dwelling on a lot or parcel that already contains one or more dwellings. The claimant may be required to alter the configuration of the lots or parcels currently in existence on the Measure 37 claim property and contiguous property so that each additional dwelling established on the property on which the claimant is eligible for Measure 49 relief, pursuant to this home site authorization, is sited on a separate lot or parcel.
10. Because the property is located in a mixed farm and forest zone, the home site authorization does not authorize new lots or parcels that exceed five acres. However, existing or remnant lots or parcels may exceed five acres. Before beginning construction, the owner must comply with the requirements of ORS 215.293. Further, the home site authorization will not authorize new lots or parcels that exceed two acres if the new lots or parcels are located on high-value farmland, on high-value forestland or on land within a ground water restricted area. However, existing or remnant lots or parcels may exceed two acres.
11. Because the property is located in a mixed farm and forest zone, Measure 49 requires new home sites to be clustered so as to maximize suitability of the remnant lot or parcel for farm or forest use. Further, if an owner of the property is authorized by other home site

authorizations to subdivide, partition, or establish dwellings on other Measure 37 claim properties, Measure 49 authorizes the owner to cluster some or all of the authorized lots, parcels or dwellings that would otherwise be located on land in an exclusive farm use zone, a forest zone or a mixed farm and forest zone on a single Measure 37 claim property that is zoned residential use or is located in an exclusive farm use zone, a forest zone or a mixed farm and forest zone but is less suitable for farm or forest use than the other Measure 37 claim properties.

12. If the claimant transferred ownership interest in the Measure 37 claim property prior to the date of this order, this order is rendered invalid and authorizes no home site approvals. Provided this order is valid when issued, a home site approval authorized under this order runs with the property and transfers with the property. A home site approval will not expire, except that if a claimant who received this home site authorization later conveys the property to a party other than the claimant's spouse or the trustee of a revocable trust in which the claimant is the settlor, the subsequent owner of the property must establish the authorized lots, parcels and dwellings within 10 years of the conveyance. A lot or parcel lawfully created based on this home site authorization will remain a discrete lot or parcel, unless the lot or parcel lines are vacated or the lot or parcel is further divided, as provided by law. A dwelling lawfully created based on a home site approval is a permitted use.
13. To the extent that any law, order, deed, agreement or other legally enforceable public or private requirement provides that the subject property may not be used without a permit, license or other form of authorization or consent, this home site authorization will not authorize the use of the property unless the claimant first obtains that permit, license or other form of authorization or consent. Such requirements may include, but are not limited to: a building permit, a land use decision, a permit as defined in ORS 215.402 or 227.160, other permits or authorizations from local, state or federal agencies, and restrictions on the use of the subject property imposed by private parties.

IT IS HEREBY ORDERED that this Final Order and Home Site Authorization is entered by the Director of the Department of Land Conservation and Development as a final order of the department and the Land Conservation and Development Commission under ORS 197.300 to ORS 195.336 and OAR 660-041-0000 to 660-041-0160.

FOR THE DEPARTMENT AND THE LAND
CONSERVATION AND DEVELOPMENT
COMMISSION:



Judith Moore, Division Manager
Dept. of Land Conservation and Development
Dated this 21st day of January 2010

NOTICE OF RIGHT TO APPEAL OR OTHER JUDICIAL RELIEF

You are entitled, or may be entitled, to judicial remedies including the following:

1. Judicial review is available to anyone who is an owner of the property as defined in Measure 49 that is the subject of this final determination, or a person who timely submitted written evidence or comments to the department concerning this final determination.
2. Judicial review under ORS 183.484 may be obtained by filing a petition for review within 60 days from the service of this order. A petition for judicial review under ORS 183.484 must be filed in the Circuit Court in the county in which the affected property is located. Upon motion of any party to the proceedings, the proceedings may be transferred to any other county with jurisdiction under ORS 183.484 in the manner provided by law for change of venue.
3. Judicial review of this final determination is limited to the evidence in the record of the department at the time of its final determination. Copies of the documents that comprise the record are available for review at the department's office at 635 Capitol St. NE, Suite 150, Salem, OR 97301-2540. Judicial review is only available for issues that were raised before the department with sufficient specificity to afford the department an opportunity to respond.



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PRE-MERCHANTABLE TIMBER EVALUATION UPDATE FOR THE ESTATE OF

Henry L and Arleta M Barkmeyer Trust

42820 Mount Pleasant Drive
Scio, Oregon 97374

Prepared and submitted by:

Russ Minten

January 28, 2020

**VALUATION OF PRE-MERCHANTABLE TIMBER LOCATED ON A 273.99 ACRE
PARCEL IN SECTION 28 OF TOWNSHIP 9 SOUTH, RANGE 1 EAST,
TAXLOTS 300 & 400, LINN COUNTY, OREGON**

SUMMARY

The purpose of this report is to estimate the current Fair Market Value for the pre-merchantable timber growing on the property. The effective date of this valuation is **January 28, 2020**.

Estimated current **Fair Market Value** for the pre-merchantable timber growing on this property is **\$158,442**. This value should be equivalent to the cash an owner would receive for the sale of the standing pre-merchantable timber, as if the timber was sold with the property. It is the net timber value adjusted down to incorporate the entrepreneurial profit and risk that a typical buyer would need to include.

PROPERTY DESCRIPTION

The Barkmeyer property is a medium sized tract for this area located on the east side of the Willamette Valley in the foothills of the Cascade Mountains. The property traditionally was used for farming but later converted to timber and Christmas trees. Most of the property is gently sloping with just a few short steeper pitches. All of the property can be logged with ground based equipment. Bear Creek, which flows from east to west across the far northern portion of the property, has been classified by ODF as a small stream with fish present. This will require some minor buffering when harvesting.

There is approximately 100 acres of Christmas trees that were walked away from about 8 years ago and have been unmanaged since. These Christmas trees are very defective and approximately half of the trees will not make it for producing decent logs. The trees are about 14-15 years old and originally planted on a 5' X 5' spacing. More than likely, these Christmas trees are from an off-site stock and will never produce good quality logs in this location. The Christmas trees should be removed and either started over or converted to timberland.

There are also some scattered patches of hardwoods where the conifer timber had been removed in the last harvest operation, which occurred in 2014. The majority of these trees are Oregon White oak but there is a significant number of bigleaf maple scattered throughout. While there is minimal value in these oak and maple logs, the cost of removing them on an industrial level outweighs the revenue that would be received for them. Therefore, the hardwoods and scattered older conifers are not included in this report.

The clearcuts that were logged in 2014 appeared to have been planted. However, grasses, blackberries, and other brush species have overtaken the trees and unless the plantations are treated very soon, the plantations will fail due to competition.

There are several small and medium sized patches of pre-merchantable Douglas-fir plantations that were all planted within about five years of each other. Plantation ages range from 23 years to 28 years old. Most of these stands are very well-stocked and should provide for decent income in the future. All of the stands either currently need or will soon need a commercial thinning in order to keep the stands healthy, vigorous, and free to grow to their potential.

Most of this property is suitable for growing very nice timber. Douglas-fir Site Class ranges from a high Site Class III to a medium Site Class II (Site Index 109-122).

ESTIMATED PRE-MERCH TIMBER VALUE

For this appraisal, I used an income capitalization approach to estimate value. The costs and revenues received from managing the Douglas-fir pre-merchantable timber and reproduction to a harvest age of 50 were estimated and then discounted back to the effective dates of this appraisal.

For this analysis, I assumed that the pre-merchantable timber and reproduction will have a final harvest at the age of 50. By growing the existing pre-merchantable stands to age 50, an estimate of the future volume for each type can be made. The future volume estimates are made from base 50 yield tables incorporated into the F.L.I.P.S. forest inventory program which adjusts the projected yields based upon the actual normality found to currently exist in the stands. It was assumed that all costs would remain the same as they are today when adjusted for inflation. I used a discount rate of 7.5% in this analysis. The present net value is highly sensitive to the discount rate, and valid arguments can be made for adjusting the rate both above and below the figure used. This figure represents an average of reported expected rates of return. A 1.5% real price increase was applied to current average log price values to estimate future revenues. This rate is the historical "real" price increase in sold stumpage values over the period between 1910 and 1992. The "real" price increase does not include inflation.

The returns and costs for managing the pre-merchantable timber to the harvest age of 50 years are as follows. The numbers in parentheses are the value of future revenues or costs discounted to the present.

<u>Type 1 Douglas-fir age 29</u>	<u>18.6 acres</u>
Revenues - Harvest year 2041	
424 MBF @ \$ 957/MBF	\$ 405,768 (88,859)
Costs	
Log & Haul 424 MBF @ \$155/MBF	65,720 (14,392)
\$7/acre annual costs incurred between the ages of 29 and 50	6,191 (1,356)
Harvest Taxes	1,649 (361)
Management fees	20,288 (4,443)
Total costs	93,848 (20,552)
Present Net Value	\$ 68,307
Profit and Risk	- 6,831
<u>Present Fair Market Value</u>	<u>\$ 61,476</u>

Type 2 Douglas-fir age 26**28.50 acres****Revenues - Harvest year 2044**

591 MBF @ \$ 1,001/MBF

\$ 591,591
(104,284)**Costs**

Log & Haul 591 MBF @ \$155/MBF

91,605
(16,148)

\$7/acre annual costs incurred between the ages of 26 and 50

12,430
(2,191)

Harvest Taxes

2,339
(412)

Management fees

29,580
(5,214)**Total costs**135,954
(23,965)

Present Net Value

\$ 80,319

Profit and Risk

- 8,032

Present Fair Market Value**\$ 72,287****Type 3 Douglas-fir age 26****8.5 acres****Revenues - Harvest year 2044**

201 MBF @ \$ 1,001/MBF

\$ 201,201
(35,467)**Costs**

Log & Haul 201 MBF @ \$155/MBF

31,155
(5,492)

\$7/acre annual costs incurred between the ages of 26 and 50

3,707
(653)

Harvest Taxes

727
(128)

Management fees

10,060
(1,773)**Total costs**45,649
(8,046)

Present Net Value

\$ 27,421

Profit and Risk

- 2,742

Present Fair Market Value**\$ 24,679**

CONCLUSION

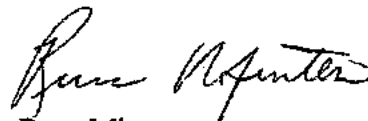
The valuation for this report is based on information obtained from an evaluation of the subject area, records reflecting local markets for forest products and the inventory included in this report. The estimates of logging and hauling costs are based upon the experience of staff who are regularly involved in these activities.

The values given in this report were determined by the Conversion Return Method, in which weighted average species volume are multiplied by the highest available price and reducing the result by the appropriate cost of logging, hauling, management fees, taxes, and profit and risk. This value should be equivalent to the cash an owner would receive for the timber part of a sale of the property. The land value is not included in this report.

This appraisal report is restricted to stands on exclusive forest land **only**. Higher use land opportunity costs or improvements, if any, are not considered in this report. The statements of value and all conclusions shall apply as of the dates shown herein. The estimated market value is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering.

This cruise and valuation is the result of a sampling process and the application of professional judgement of its preparers. Many variables such as utilization standards and careful felling and logging can dictate the actual volume removed. While RDM Timber Cruising believes the answers to be accurate, it cannot guarantee the answers to be accurate. The limit of RDM Timber Cruising's liability in this matter is the fee for the cruise and valuation, less any expenses which may have incurred during the course of the cruise and valuation.

Thank you for choosing RDM Timber Cruising.



Russ Minten
Forester

FI PCATALOG		Catalog - Species, Volumes														Page No 1				
Project: BARKMEYR														Date: 1/28/2020						
TWP: 09S RGE: 01E SECT: 28 TRACT: BARKMEYR														GROWN DATE: 2020						
Type	Acres	See	Date	Age	SI	Spc	T	DBH	FF	Hgt	STK	BA /Ac	Trees /Ac	Logs /Ac	Avg Log CuFt	BdFt	Net CU/Ac	Net BU/Ac	Total CUNITS	Total MBF
0001	18.60	KB	1/19	29	111	DF		10.1	56	100	104.0	186.43	186.4	10	23	1,950	4,228	363	79	
0001	18.60	TYPE						10.1	56	100	104.0	186.43	186.4	10	23	1,950	4,228	363	79	
0002	28.50	KB	1/19	26	120	DF		10.1	56	51	50.7	91.02	91.0	10	21	907	1,944	259	55	
	AGE TOTAL							10.1	56	51	50.7	91.02	91.0	10	21	907	1,944	259	55	
				41	120	DF		12.6	92	10	17.8	20.68	20.7	26	86	539	1,776	153	51	
	AGE TOTAL							12.6	92	10	17.8	20.68	20.7	26	86	539	1,776	153	51	
0002	28.50	TYPE						10.6	63	61	68.5	111.70	111.7	13	33	1,446	3,720	412	106	
0003	8.50	KB	1/19	26	113	DF		9.7	49	100	86.1	167.01	167.0	8	16	1,336	2,681	114	23	
0003	8.50	TYPE						9.7	49	100	86.1	167.01	167.0	8	16	1,336	2,681	114	23	
HD	32.70	KB	1/19	101	55	OK		14.2	70	20	20.8	18.97	19.0	22	97	415	1,843	136	60	
	AGE TOTAL							14.2	70	20	20.8	18.97	19.0	22	97	415	1,843	136	60	
				66	83	BM		14.1	92	4	6.1	5.57	5.6	37	183	207	1,021	68	33	
	AGE TOTAL							14.1	92	4	6.1	5.57	5.6	37	183	207	1,021	68	33	
HDW	32.70	TYPE						14.2	75	24	26.8	24.54	24.5	25	117	622	2,863	203	94	
NS	24.30	KB	1/19	FAILED PLA																
P/L	50.99	KB	1/19	POWERLINE																
RES	9.70	KB	1/19	HOMESITE																
XM	101.10	KB	1/19	X-MAS TREE																
274.39 SECTION SUMMARY											ACRES					1,092 301				
274.39 TWP RGE SUMMARY											ACRES					1,092 301				
274.39 PROJECT SUMMARY											ACRES					1,092 301				

Henry L and Arleta M Barkmeyer Trust




Township 9 South, Range 1 East, Section 28, Taxlots 300 & 400 - 273.99 Acres



1 inch = 700 feet

2016 Satellite Imagery

Legend

-  Property Lines
-  Timber Types
-  Linn Streams

