



LAND & TIMBER OFFERING

SEALED BID AUCTION
BID DEADLINE: APRIL 29th; 3:00 PM

NELSON MOUNTAIN TREE FARM



Lane County, Oregon

Tax Lot 200, Section 31, T17S, R7W, WM

74.5 GIS Acres m/l

74.8 Tax Lot Acres

Total Volume Estimate = 3,038 MBF (net) m/l

Douglas-fir Volume Estimate = 2,920 MBF (net) m/l

Fred Sperry, Principal Broker

NW Forest Properties

fred@nwforestproperties.com

(541) 868-6567





PROPERTY DESCRIPTION

This is an investment grade forest property with excellent tree growing soils. Over 92% of the soils are Site Class II. The rest are Site Class II-. The property is zoned F1 (Non-Impacted Forest Land), which does not allow construction of a residential dwelling.

The Nelson Mountain Tree Farm has been family owned since the 1960's. There have been minimal operations other than two very small patch cuts (~6 acres) in the late 1990's, and minor salvage operations. The timber is tall, straight, and of very high quality. Much of the terrain is steep, however, a favorable grade will allow much of the volume to be shovel logged. An area identified as Stand Type 2 (~14.9 acres), will require cable yarding – most likely with a downhill yarding system.

There is an estimated 3,037 MBF of total net volume of which over 2,900 MBF is Douglas-fir. Several mills are within a short haul distance. The volume and quality of wood may attract Buyers from outside the local area.

The property lies one mile north of Highway 126 on Nelson Mt. Road, just west of Walton, OR. Nelson Mt. Road is paved. The pavement ends at the far edge of the property.

PROPERTY HIGHLIGHTS

- Low elevation (600'-1,200')
- Close to several timber markets
- High volume/acre
- Good average log-size
- Direct access to paved public roads
- Logging methods will be a combination of shovel and cable logging

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

The timber cruise was conducted by Stuntzner Engineering and Forestry in February 2022. A summary of the volume and quality estimates are presented in the following tables. The complete timber cruise report is available for download from the property website.

Stand 1 Merch Timber Summary MBF Totals			
Species	Gross Vol.	Net Sawlog Vol.	Pulp Vol.
Douglas-fir	2542.7	2437.8	1.8
Red Alder	39.8	38.8	0
Bigleaf Maple	29.4	19.7	7.2
Totals	2611.9	2496.3	9
Stand 2 Merch Timber Summary MBF Totals			
Species	Gross Vol.	Net Sawlog Vol.	Pulp Vol.
Douglas-fir	505	482.3	74
Red Alder	194.7	47.2	1.1
Bigleaf Maple	36	11.5	24.4
Totals	735.7	541	99.5

Merchantable Stands Timber Volume by Scale End Diameter Classes								
Stand 1 Timber Volume by Scale Diameter Classes								
Species	5"	6-11"	12-15"	16-19"	20-24"	25"+	Rough 12"+	Totals
Douglas-fir	0	684	638	437	319	328	32	2438
Red Alder	0	28	11	0	0	0	0	39
Bigleaf Maple	0	4	13	3	0	0	0	20
Totals								2497
Stand 2 Timber Volume by Scale Diameter Classes								
Species	5"	6-11"	12-15"	16-19"	20-24"	25"+	Rough 12"+	Totals
Douglas-fir	0	68	98	127	106	82	1	482
Red Alder	0	41	6	0	0	0	0	47
Bigleaf Maple	0	12	0	0	0	0	0	12
Totals								541
Combined Timber Volume by Scale Diameter Classes								
Species	5"	6-11"	12-15"	16-19"	20-24"	25"+	Rough 12"+	Totals
Douglas-fir	0	752	736	564	425	410	33	2920
Red Alder	0	69	17	0	0	0	0	86
Bigleaf Maple	0	16	13	3	0	0	0	32
								3038

ODF GEO-TECHNICAL REPORT

Subsequent to the submission of a notification of operations filed by Stuntzner, a landslide public safety review was conducted by ODF in March of 2022. The geo-tech report is available upon request. The report identified an area in the southwest corner of the property that is a “substantial public safety risk”. No logging is permitted in areas with substantial public safety risk. A rough estimate of the size of the restricted area is 6.5+/- acres. Buyers should make their own determination of the impacted area.

Other portions of the property were classed as high landslide hazard locations (HLHL). However, the public safety risk was classified as “low” which does not restrict harvesting. Final approval by ODF will be required prior to harvest. No volume was deducted from the cruise for HLHL.

OTHER PROPERTY DETAILS

Elevation. 600' to 1200'

Access. There is direct access from Nelson Mt. Road (paved). Two short access spurs (rocked) are located across from 89115 Nelson Mt. Road. There is not a shoulder for parking along Nelson Mt. Road.

Gates. There is a cable gate close to the county road to prevent parking by unauthorized vehicles and to inhibit trespass. It is unlocked. **PLEASE RE-HANG THE CABLE WHEN LEAVING.** There is a locked farm gate located shortly beyond the cable gate. Call Fred Sperry for the combination. (541) 868-6567

Roads. There is an overgrown, currently impassable, road on the east side of the property. This road accesses a BLM rock quarry north of the property. This road can be opened to access Stand Type 1 east of the creek and to create landings to downhill log Stand Type 2. An easement in the NE1/4 SE1/4, Section 31 benefits the Seller property.

Access to the rest of the timber will be by extensions of the two short spurs inside the gate.

Hydrology. There is a small, perennial stream running north to south along the east edge of the property. Based on the stream gradient, fish are assumed to be present, at least along the lower reaches. The cruiser assumed a 50' buffer on each side of the stream for its entire length. Volume within the buffer was excluded from the total.

Two other drainages, that do not show up on the state's stream layer, are in the SW corner of the property. The most SW drainage is where the restricted harvest area is located.

Logging Method. Much of the terrain is steep, however, a favorable grade will allow a significant percentage of the volume to be shovel logged. An area identified as Stand Type 2 (~14.9 acres), will require cable yarding – most likely with a downhill yarding system.

Surveys and Corners. There is not a survey of the entire property. Record of corner notes are available upon request.

Land Use. The property is zoned F1 (Non-Impacted Forest Land), which does not allow construction of a residential dwelling.

Improvements. There are no improvements on the property.

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

• Timber cruise reports • Drone video • Additional photos • Agency disclosure pamphlet • NRCS soils reports	• KMZ file (Google Earth) • Vicinity map • Aerial photo map • Contour map • 2021-2022 tax statements
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Available Upon Request

- Preliminary title report
- Easement
- ODF geo-technical report

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

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

Directions From I-5 (Eugene) Take Exit 195 westbound on the Randy Pape Beltline (OR 569) in Eugene.

- In approximately 10 miles turn right onto West 11th/Hwy 126 (west) at the traffic signal. Proceed approximately 23 miles to the town of Walton.
- Just west of Walton turn right (north) onto Nelson Mt. Rd.
- Proceed ~1 mile to the property. (There is no signage)

Directions From Hwy 101 (Florence)

- Take Hwy 126 east toward Eugene
- Proceed ~32+ miles to Nelson Mt. Road. If you get to the small town of Walton you've gone <1/4 mile too far.
- Turn left (north) onto Nelson Mt. Road.
- Proceed ~1 mile to the property. (There is no signage)

Proximity: (approximate mileages)

Noti	10 miles
Eugene	29 miles
Springfield	34 miles
Cottage Grove	46 miles
Philomath	54 miles
Florence	34 miles
Lebanon	67 miles
Sweet Home	67 miles
North Bend	79 miles
Roseburg	83 miles
Longview	180 miles

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

BID INSTRUCTIONS

NELSON MOUNTAIN TREE FARM 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: \$50,000 in the form of a cashier's check made out to Western Title. Put "Nelson Mt. Tree Farm 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 April 29th 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: April 29th; 3:00 PM

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:

CLOSING: On or before May 20th

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

**NELSON MOUNTAIN TREE FARM
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.

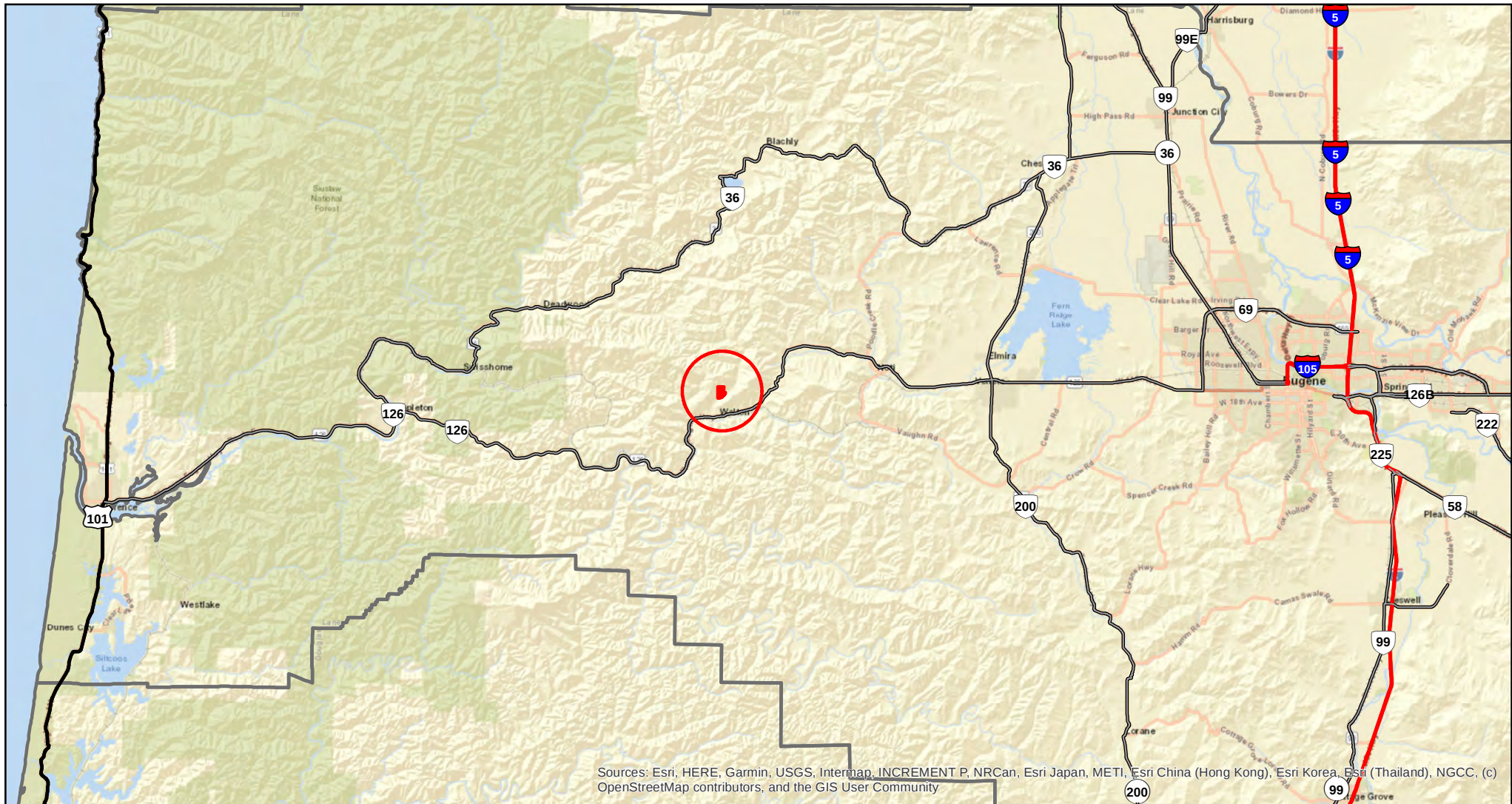
SUBMITTED BY:

SIGNATURE _____ **DATE** _____

PRINT NAME _____

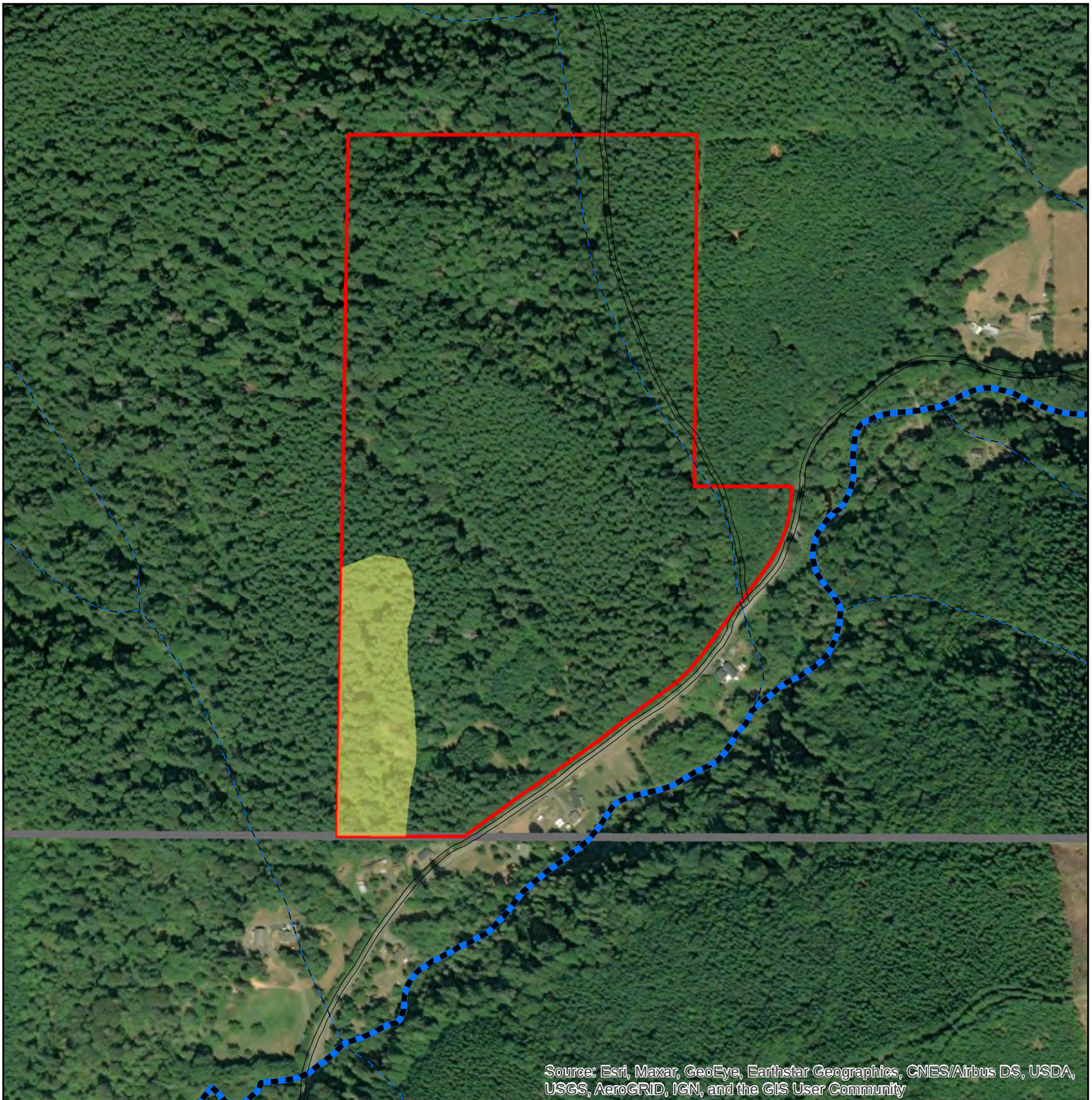
Seller reserves the right to refuse any and all bids

NELSON MT. ROAD
TL200, Section 31, T17S, R7W
Lane County
(74.82 Acres)



1 inch equals 6 miles

NELSON MT. ROAD
TL200, Section 31, T17S, R7W
Lane County
(74.82 Acres)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



1 inch = 500 feet

Fish Presence

■ ■ ■ Fish

- - - Unknown

Stream Size

— Large

— Medium

— Small

--- Unknown

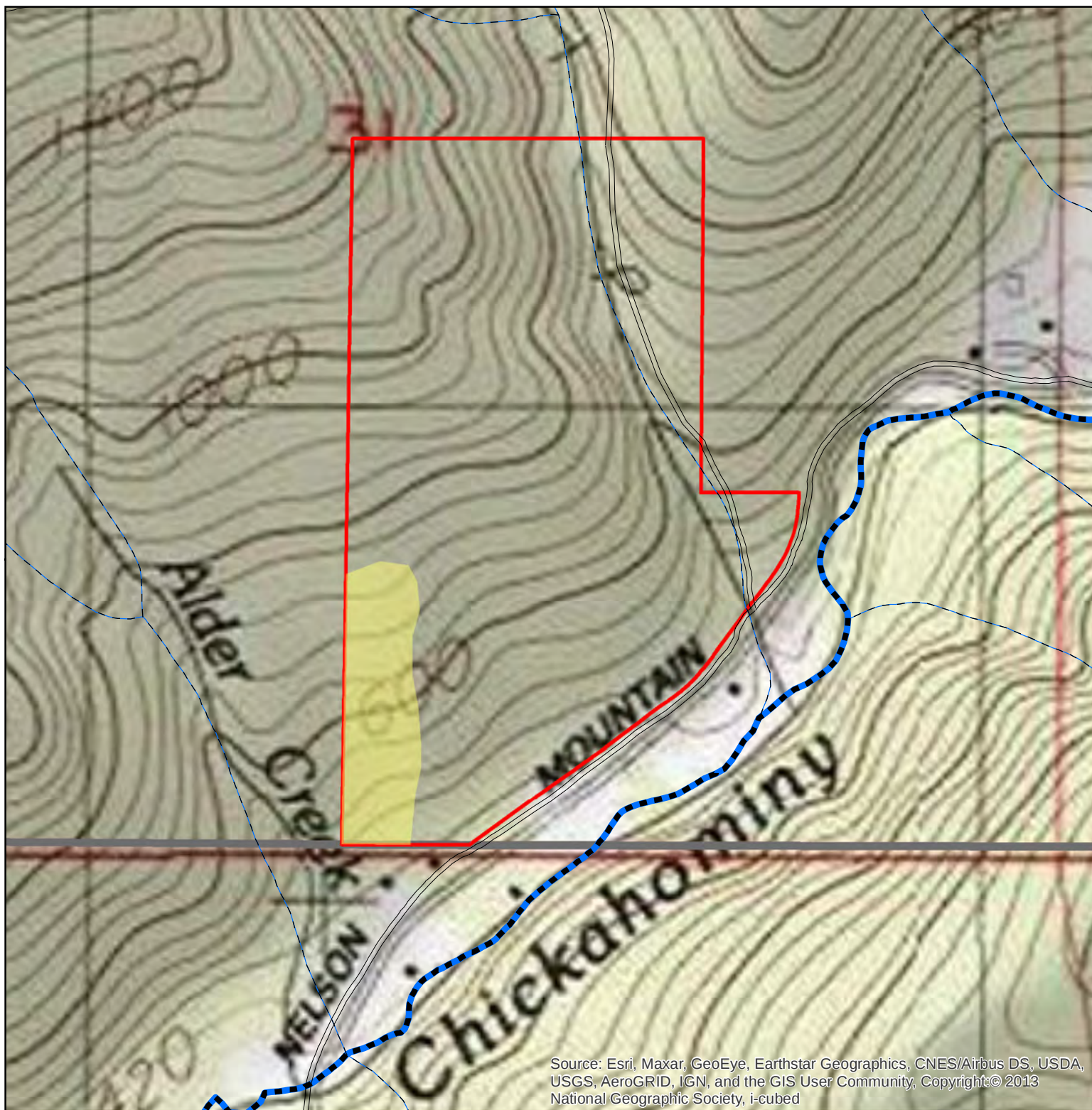


Garvin



Approx HLHL
restricted area

NELSON MT. ROAD
TL200, Section 31, T17S, R7W
Lane County
(74.82 Acres)



1 inch = 500 feet

Fish Presence

■ ■ ■ Fish

- - - Unknown

Stream Size

— Large

— Medium

— Small

- - - Unknown

□ Garvin

■ Approx HLHL

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.