



LAND & TIMBER OFFERING
SEALED BID AUCTION
BID DEADLINE: July 28th; 3:00 PM

KINWOOD TREE FARM TRUST



Tax Lot 600, Section 32, T21S, R3W
Lane County, Oregon
144 Acres (m/l)

~130 Acres of 30-year-old Douglas-fir
10+/- Acres of older merchantable Douglas-fir

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



PROPERTY DESCRIPTION

This is an exceptionally well-managed, privately-owned forest property. Planted with genetically improved seedlings, combined with effective vegetation management, the resulting stand is impressive. The younger stand (~130 acres) was commercially thinned in 2018 and 2019 at approximately age 27+/- . The post-thinning stand density is well-positioned to allow for an early final harvest or for a second thinning if held for a longer harvest rotation. The stand is well-stocked for good site utilization.

A May of 2022 timber cruise estimates total timber volume of 1,269 MBF (net). Douglas-fir makes up approximately 96% of the volume. There are 130 acres (m/l) of 30-year-old and 7-10 acres of older timber estimated to be 50-year-old (m/l).

Kinwood Tree Farm is located just 5 miles south of I-5 Cottage Grove exit 170 on London Road. London Road is a very good, paved county road. The property is centrally located for log delivery to several mills and log markets. The internal main-stem road is rocked for year-around timber haul. The gentle slopes and road placement are well-suited to shovel logging.

Murray Creek runs from west to east for approximately ¼ mile in the SW NW ¼ of Section 32. Murray Creek is classified by Oregon Department of Forestry as a small fish stream (unverified). Approximately 19 acres lie north of the creek and are accessed by the rocked mainstem road.

There is bald eagle nest on an adjacent property that could affect harvest timing for a small portion of the property. All timber can be harvested within the allowed harvest period (September 1 – December 31). There is also an osprey nest that could affect harvest timing. Contact Fred Sperry or ODF for more information. Buyer to conduct its own due diligence regarding harvest impact.

It is presumed that the property will not meet the requirements for a “template dwelling” conditional use permit. An agricultural building is allowed on lands zoned as Impacted Forest (F2). The property could be made buildable for a “large tract dwelling” if another parcel 56 acres or larger is deed restricted for a residence. The additional parcel must lie within Lane County or an adjacent county.

PROPERTY HIGHLIGHTS

- Excellently managed
- Close to good log markets
- Rock roads
- Healthy, fast-growing Douglas-fir
- Shovel logging
- Proximity to Cottage Grove Lake and I-5
- Gentle slopes

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 conduct their own due diligence.

OTHER PROPERTY DETAILS

Elevation. Approximately 800' to 1000'.

Proximity.

Cottage Grove	8 miles
Springfield	26 miles
Eugene	28 miles
Roseburg	54 miles

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

Surveys and Corners. There is a 1988 survey of the property. CS-28240

Land Use. The property is zoned Impacted Forest (F2). Kinwood Tree Farm is not being advertised as buildable property. A residence is allowed on F2 in certain limited cases. Buyer to conduct its own due diligence regarding development potential.

Improvements. There are no improvements on the property.

Recreation. Kinwood Tree Farm offers a great opportunity for personal recreation such as camping, hunting, hiking, and collection of special forest products. It is conveniently located across London Road from Cottage Grove Lake.

Cottage Grove Lake is used for boating, swimming, water skiing, fishing, picnicking and camping. The Cottage Grove Dam, completed in 1942, stores up to 33,000 acre-feet of water and provides valuable flood control as well as irrigation, recreation and improved navigation downstream. The area is also managed to provide habitat for a wide variety of wildlife species, including waterfowl, blacktail deer, upland game birds, songbirds, bald eagles, osprey and many other species.

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

• Agency disclosure pamphlet • Timber inventory • Drone video • NRCS soils report	• KMZ file (Google Earth) • Vicinity map • Aerial photo map • Contour map
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Available Upon Request

- Preliminary title report
- 1988 property survey
- 2021-2022 tax statements
- Impacted Forest (F2) land use code

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

PROPERTY INSPECTION

The property is available for inspection independent of the Owners or NW Forest Properties. There are two lots that share the deeded access road from London Road. There is a residence (75084 London Road) and a second lot (70580 London Road) that is currently vacant. Both lots are located outside the gate.

There is a lockbox attached to the gate pin with a key to the padlock. The gate may be left open while inspecting the property. For extended presence, such as for timber cruising, the gate should be closed.

Contact Fred Sperry for the lockbox code.

(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 to be conveyed 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.

BID INSTRUCTIONS

KINWOOD TREE FARM 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: \$50,000 in the form of a cashier's check made out to Western Title. Put "Kinwood TFT 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 July 28th 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: July 28th; 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: Target date is on or before August 5th.

CLOSING: On or before August 26th

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

**KINWOOD TREE FARM 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 is 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.

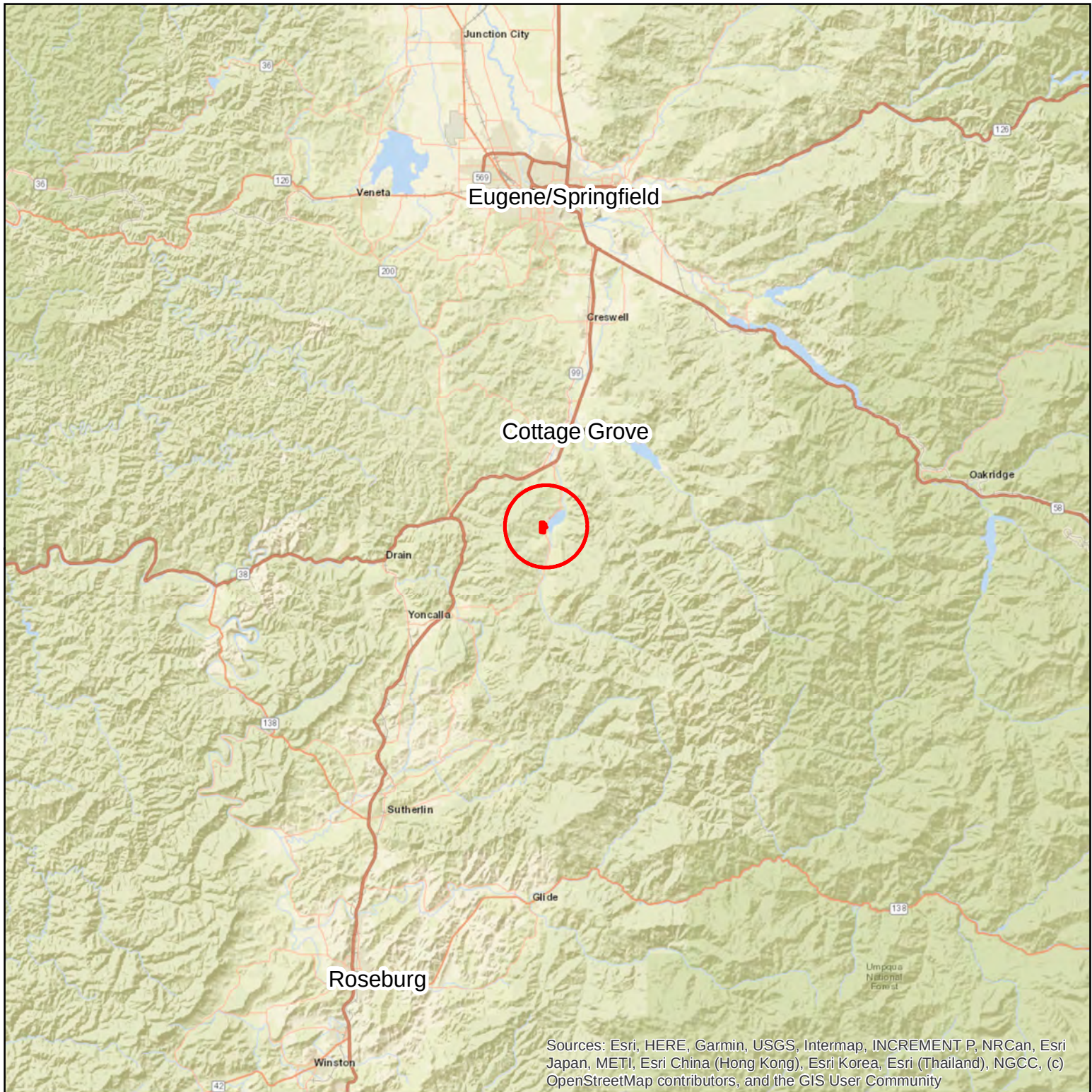
SUBMITTED BY:

SIGNATURE _____ **DATE** _____

PRINT NAME _____

Seller reserves the right to refuse any and all bids

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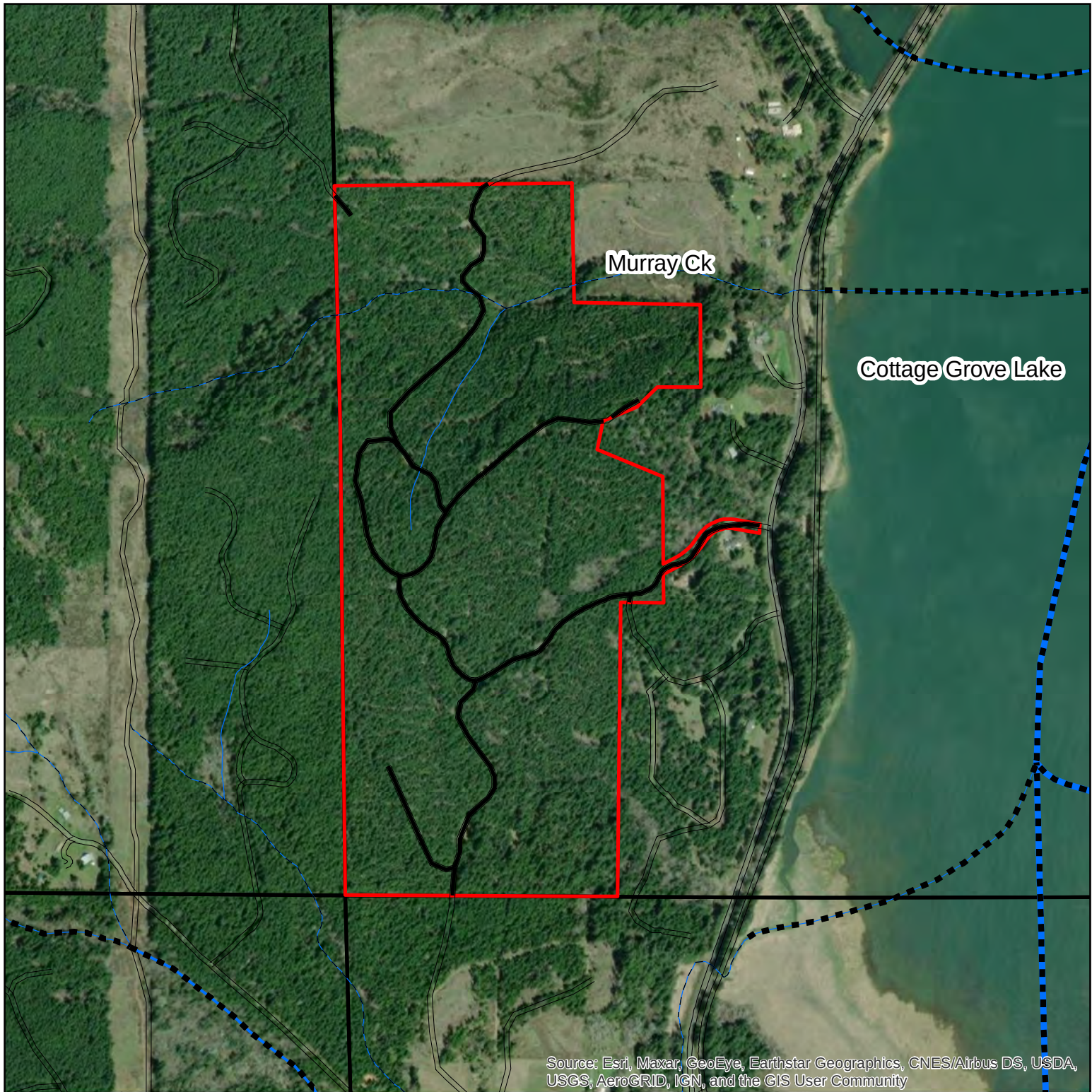


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



1 inch equals 10 miles

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1 inch = 750 feet



Property Boundary

Kinwood Roads

Fish Presence

■ ■ ■ ■ Fish

- - - - Unknown

Stream Size

Large

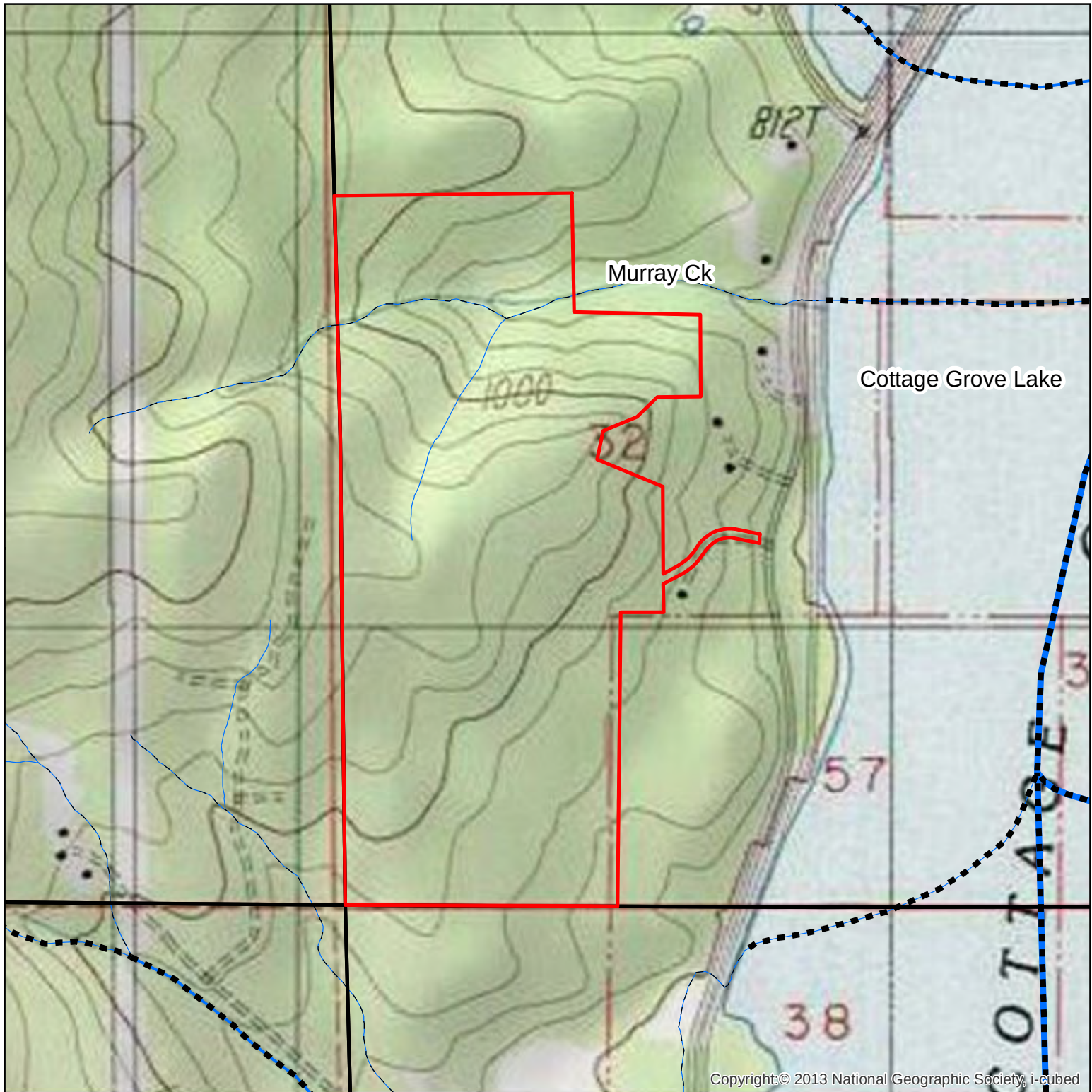
Medium

Small

Unknown



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1 inch = 750 feet



Property Boundary

Fish Presence

■ ■ ■ ■ Fish

- - - - Unknown

Stream Size

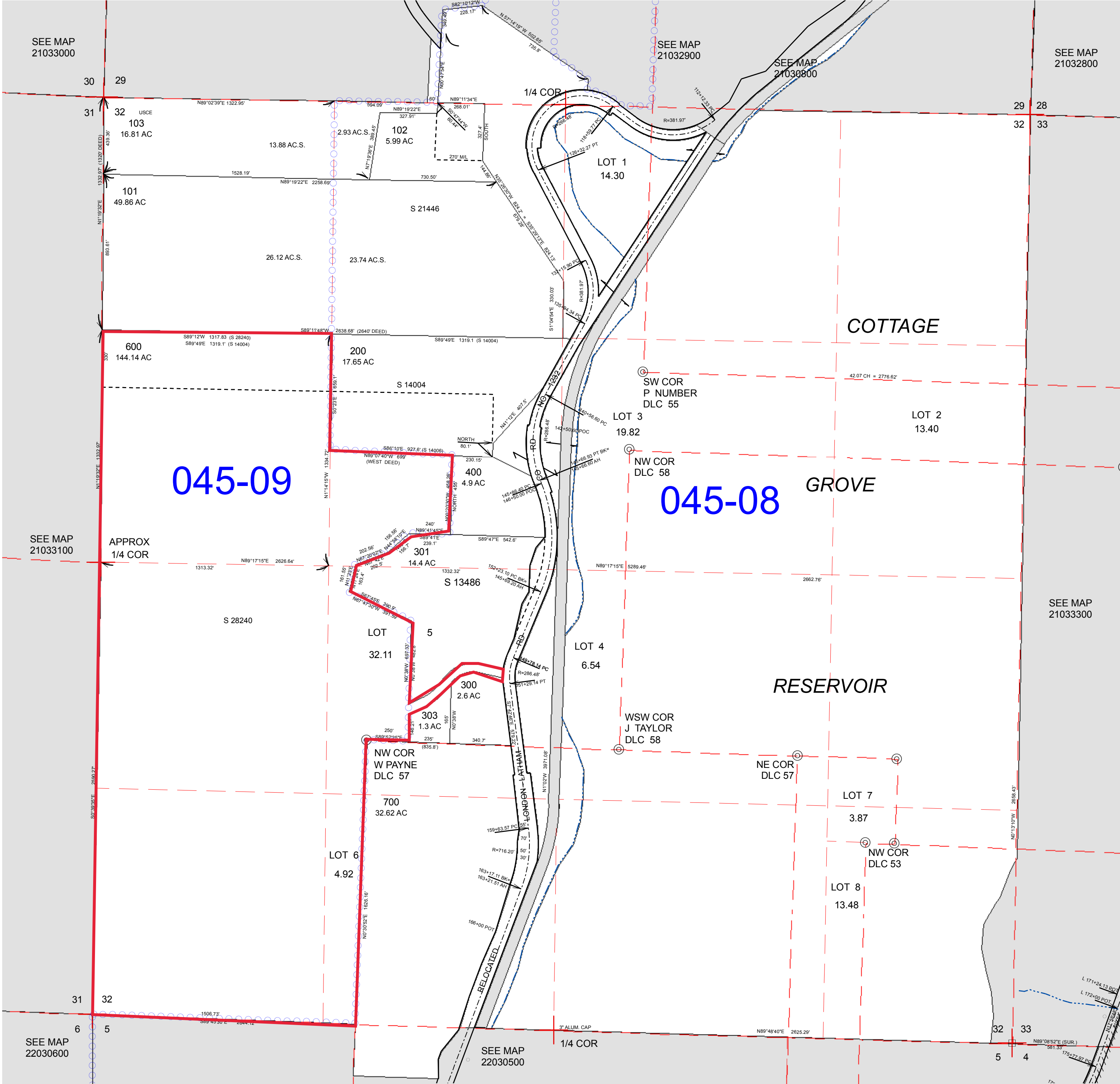
— Large

— Medium

— Small

- - - - Unknown





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.