

## **SEALED BID AUCTION INSTRUCTIONS**

All of the forms necessary to submit a sealed bid on the Property located at 5908 & 5962 Foothill Road North, Central Point, OR 97502 are listed below. You must return a full completed and executed Bid Agreement, Sealed Bid Form, Financial Information Form, letter from financial institution on their letterhead and if you are being represented by a 3<sup>rd</sup> party Oregon-licensed real estate broker, the Broker Registration Form (available on the website at [www.LooneyRanch.com](http://www.LooneyRanch.com)), in order for your bid to be recognized. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR BID. Please provide the necessary bidder information for each document (including all exhibits and attachments), execute, notarize or have witnessed where required, and return the completed documents to [Info@LooneyRanch.com](mailto:Info@LooneyRanch.com) no later than Tuesday, June 27, 2023, at 5:00PM PDT. This is a MINIMUM BID auction, with the Minimum Bid being \$1,395,000. That means that if the Seller receives an acceptable bid at or above the Minimum Bid, plus a 5% Buyer Premium, the Seller is obliged to sell the Property. If the Seller receives an acceptable bid that is not at or above the Minimum Bid, the Seller is not obliged to sell the Property.

Prior to your receipt of these Auction Instructions, you should have downloaded from [www.higgenbotham.com](http://www.higgenbotham.com) the Property Information Package which should answer most, if not all, of your questions about the property. In those materials will be property information, aerial map, title commitment, appraisal, phase 1 environmental assessment, and other documents. Please review those documents prior to filling out your bid and if you have any questions, please contact Higgenbotham Auctioneers International Limited, Inc. ("HAI") at (800) 257-4161.

Thank you for participating in this auction.

Higgenbotham Auctioneers International Limited Inc., Auctioneer  
Stuart Realty Group, Inc., Broker  
AmeriTitle, Title and Closing Agent

## **EXHIBIT A - TERMS & CONDITIONS OF AUCTION**

Your execution and delivery of the Exhibit A – Bid Agreement confirms your agreement to the terms and conditions of auction as stated herein, and your acceptance of the terms and conditions of the Purchase and Sale Agreement and its Exhibits (collectively, the “PSA”).

The Property shall be sold “AS-IS, WHERE-IS” WITH no financing, appraisal, inspection, or other contingencies to sale. Higgenbotham Auctioneers International Limited, Inc. (“HAI”) as Auctioneer and Stuart Realty Group, Inc. (“SRG”) as the Oregon-Licensed Broker representing the State of Oregon, acting by and through its Department of Corrections (“Seller”) only and does not inspect properties on Bidder’s behalf.

Buyer will receive a Statutory Bargain and Sale Deed (ORS 93.860) and Buyer may purchase a Standard Lender’s and/or Standard Owner’s Title Insurance Policy as provided by AmeriTitle, Inc., 850 O’hare Parkway, Suite 102, Medford, OR 97504 (“AmeriTitle”), as indicated in the PSA. Current year’s taxes if any will be pro-rated through the day of Closing.

Bidder must submit as part of their bid:

1. Exhibit A - Terms and Conditions
2. Exhibit B – Bid Agreement
3. Exhibit C – First Round Sealed Bid Form
4. Exhibit D – Financial Information Form
5. Financial Institution Proof of Available Funds Letter
6. If the Bidder is being represented by a 3<sup>rd</sup> Party Oregon-Licensed Real Estate Broker, then the Broker Registration Form, available at [www.LooneyRanch.com](http://www.LooneyRanch.com) must be included in the documents submitted.

The First Round Sealed Bid (FRSB) must be submitted to [Info@LooneyRanch.com](mailto:Info@LooneyRanch.com) no later than Tuesday, June 27, 2023, at 5:00PM PDT. Once all FRSB’s have been received by this deadline, the Auctioneer and Broker will review these bids with the Seller, and the winning Bidder will be notified by 10:00AM PDT on Wednesday, June 28, 2023. If there is a tie between two or more highest Bidders, those Bidders will be notified by 10:00AM PDT on Wednesday, June 28, 2023, there will be a second round of bidding by live auction (“Second Round Live Auction – SRLA”) over the telephone on Thursday, June 29, 2023, at 10:00AM PDT. Upon the closing of the FRSB, the winning Bidder will be required to execute and return the PSA (with no changes) by June 29, 2023, at 2:00PM PDT. The Earnest Money Deposit (“EMD”) funds equal to ten percent (10%) of the Total Purchase Price must be sent via bank wire transfer to AmeriTitle no later than 5:00PM PDT on Thursday, June 29, 2023. If the SRLA takes place, the winning Bidder will be required to execute the PSA (with no changes) by June 30, 2023 at 2:00PM PDT and tender the EMD to AmeriTitle by 5:00PM PDT on June 30, 2023.

The winning bid and sale of the Property is subject to the Oregon Department of Corrections’ confirmation and approval.

### **DISCLOSURES**

1. **ALL DISCLOSURES ARE MADE WITHIN THESE BIDDING DOCUMENTS AND THE PROPERTY INFORMATION PACKAGE AVAILABLE ON THE WEBSITE AT [www.LooneyRanch.com](http://www.LooneyRanch.com).**

## **EXHIBIT B - BID AGREEMENT**

**THIS BID AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 2023, (“Effective Date”) and is by and between Higgenbotham Auctioneers International Limited, Inc., a Florida corporation, having a place of business at 1629 Shepherd Road, Lakeland, FL 33811 (“Auctioneer”), Stuart Realty Group, Inc., an Oregon corporation having a place of business at 358 NW 1<sup>st</sup> Avenue, Suite 7, Canby, OR 97013 (“Broker”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Bidder”). Auctioneer, Broker, and Bidder are each referred to herein as a “Party,” or collectively as the “Parties.”

**WHEREAS**, Auctioneer and Broker will conduct an auction (the “Auction”) for certain property owned by the State of Oregon, acting by and through its Oregon Department of Corrections (“ODOC”) or (“Seller”);

**WHEREAS**, the property is commonly referred to as the former Looney Livestock Ranch located at 5908 & 5962 Foothill Road North, Central Point, OR 97502 and legally described in the Purchase and Sale Agreement for this transaction and has been provided to Bidder prior to the Auction (“Property”);

**WHEREAS**, the Property is a unique, one of a kind asset;

**WHEREAS**, all entities desiring to participate in the Auction must meet certain criteria and Auctioneer and Broker will not accept bids from entities that have not executed a Bid Agreement;

**WHEREAS**, Auctioneer must protect the integrity of the bidding process by way of ensuring uniformity for requirements for all bidders and the *bona fide* nature of all bids;

**WHEREAS**, Bidder desires to participate in the Auction for the Property; and,

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Terms and Conditions of Auction.** Bidder acknowledges that it has read the Terms and Conditions of Auction (the “Terms and Conditions”) attached hereto as Exhibit A and incorporated herein by reference. Bidder acknowledges that this Agreement and the Terms and Conditions shall govern the form of, and Bidder’s participation in, the Auction.
- 2. Proof of Available Funds Letter.** Bidder shall include with their bid, a letter from their financial institution, specifically guaranteeing that the Bidder has available cash funds or approved financing totaling the bid price being placed by the bidder in this Auction. This letter must be on

financial institution letterhead and be signed by an officer of the institution with authority to sign such document.

3. **Sealed Bid Auction.** Auctioneer and Broker shall conduct the Auction as a First Round Sealed Bid (“FRSB”) and, if necessary, a Second Round Live Auction (“SRLA”).
  - A. **Sealed Bid.** Bidder shall submit a sealed bid by completing the FRSB Form set forth in **Exhibit C** hereto. **Exhibit C** must be completed in its entirety and shall include the amount of the Bidder’s bid (FRSB), and contain a notarized signature from a representative of the Bidder having the full power and authority to legally bind Bidder to the terms hereof. The signatory of the Bidder must be a signatory officer of the corporation or limited liability company if a corporation or limited liability company, the general partner of a general or limited partnership, or the legal owner of a sole proprietorship. Bidder must enclose the FRSB Form, complete, along with their Financial Information Form and Proof of Funds Letter, an executed copy of this Agreement with Terms and Conditions, 3<sup>rd</sup> Party Broker Registration Form (if being represented by a 3<sup>rd</sup> party Oregon-licensed broker) and return the documents to [Info@LooneyRanch.com](mailto:Info@LooneyRanch.com).
  - B. **Irrevocable Sealed Bid.** Bidder understands and agrees that the integrity of the Auction requires the Bidder’s FRSB and SRLA to be an irrevocable offer to purchase the Property for a period of seven (7) days following either the FRSB Deadline or the close of the SRLA, as applicable.
  - C. **FRSB Deadline.** The FRSB must be received by Broker by **Tuesday, June 27, 2023, at 5:00PM PDT (the “FRSB Deadline”)**. Broker and Auctioneer won’t recognize a sealed bid that is not submitted prior to the FRSB Deadline.
  - D. **Conclusion of FRSB Auction.** Following the expiration of the FRSB Deadline, Auctioneer, Broker and Seller shall review each FRSB and the documentation submitted hereunder. Auctioneer shall rank the FRSB’s from highest to lowest and then by **10:00AM PDT on Wednesday, June 28, 2023**, Auctioneer shall notify the winning Bidder. Broker shall then forward by electronic mail the final Purchase and Sale Agreement (“PSA”) for the winning Bidder’s execution with no changes to the verbiage no later than Thursday, June 29, 2023 at 2:00PM PDT and the 10% Earnest Money Deposit (“EMD”) of the Purchase Price (“PP”) shall be deposited with AmeriTitle by wire transfer no later than Thursday, June 29, 2023 at 5:00PM PDT. Winning Bidder will be provided wiring instructions at point of execution of the PSA.
  - E. **Tie Bid.** If there is a tie between the two or more highest acceptable bids, these Bidders will be invited to participate in a **SRLA by telephone on Thursday, June 29, 2023, at 10:00AM PDT**.
  - F. **Conclusion of SRLA Auction.** The last and highest bid and winning Bidder will be determined by the Auctioneer. Following the closing of the SRLA Broker shall forward by

electronic mail the final PSA for the winning Bidder's execution and return to the Broker an executed final PSA with no changes to the verbiage **by no later than 2:00PM PDT on Friday, June 30, 2023**. In addition, the 10% EMD of the PP shall be bank wire transferred to AmeriTitle **by no later than 5:00PM PDT on Friday, June 30, 2023**. Winning Bidder will be provided wiring instructions at point of execution of the PSA.

- G. **If the Purchase and Sale Agreement is not executed by the winning Bidder and the EMD received by the deadlines noted above, Winning Bidder will be in default of this Agreement and Auctioneer may select the next highest bid as the winning Bid and proceed with that Bidder. If there is a default, then the Bidder Breach Remedy will be as follows in Section 6.**
- H. **Conclusion of Property Transaction.** Upon receipt of the fully executed PSA and the EMD, AmeriTitle will open escrow and proceed to prepare all required documents for closing. **NOTICE: THE ACCEPTANCE OF THE WINNING BIDDER'S BID BY THE SELLER IS SUBJECT TO THE APPROVAL OF THE STATE OF OREGON DEPARTMENT OF CORRECTIONS. IF THE SELLER DOES NOT APPROVE THE WINNING BIDDER'S BID, THE TRANSACTION WILL TERMINATE.** If the Seller approves the Winning Bid and executes the PSA, Closing will be no later than 30 days from the date of execution of the PSA by the Winning Bidder and the Seller.
4. **Bidder Financial Information.** Bidder shall complete the Financial Information Form attached hereto as **Exhibit D**. Bidder shall include information detailing how Bidder intends to fund the winning Bid they are submitting for the Property, and any documentation establishing Bidder's ability to do so. In addition, Bidder shall attach a letter from their financial institution, on financial institution letterhead, signed by an officer of the financial institution at a vice president-level or higher, guaranteeing the Bidder has readily-available funds or pre-approved financing to purchase the Property at the price being bid in the FRSB and/or SRLA, as applicable.
5. **Bidder Receipt of Property Information Package.** Bidder acknowledges they have downloaded the Property Information Package from the [www.LooneyRanch.com](http://www.LooneyRanch.com) website and read the contents of the documents within the Property Information Package.
6. **Bidder Breach; Remedy.** THE PARTIES AGREE THAT IT IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO ACCURATELY ESTIMATE THE AMOUNT OR EXTENT OF AUCTIONEER'S, BROKER'S OR SELLER'S INJURIES RESULTING FROM A BREACH OF THIS AGREEMENT BY BIDDER, AND BASED ON THE UNCERTAINTY OF SUCH ESTIMATION, BIDDER AGREES THAT LIQUIDATED DAMAGES ARE A PROPER REMEDY FOR BIDDER'S BREACH OF THIS AGREEMENT. THEREFORE, BIDDER AGREES THAT LIQUIDATED DAMAGES SHALL BE SET AT THE SUM OF THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00), AND THAT THIS AMOUNT IS A REASONABLE AND SATISFACTORY REMEDY FOR INJURIES SUFFERED BY AUCTIONEER OR SELLER AS A RESULT OF BIDDER'S BREACH OF THIS AGREEMENT. BIDDER FURTHER AGREES THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN CONSTITUTES A

REASONABLE AND SATISFACTORY PRE-BREACH ESTIMATION OF AUCTIONEER'S AND BROKER'S DAMAGES, AND SHALL NOT IN ANY WAY BE CONSIDERED A PENALTY. THIS BIDDER BREACH REMEDY ONLY APPLIES TO THE BID AGREEMENT AND IS SEPARATE AND APART FROM THE PURCHASE AND SALE AGREEMENT WHICH THE EARNEST MONEY DEPOSIT IS NON-REFUNDABLE UPON SELLER'S ACCEPTANCE OF THE PURCHASE AND SALE AGREEMENT.

7. **Bidder Registration.** Bidder's execution of this Agreement confirms its registration for the Auction as set forth in the Terms and Conditions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

AUCTIONEER:

Higgenbotham Auctioneers International  
Limited, Inc.

By: \_\_\_\_\_

Name: Martin E. Higgenbotham

Position: President

BROKER:

Stuart Realty Group., Inc.

By: \_\_\_\_\_

Name: Tim D. Stuart

Position: President

**EXHIBIT C – FIRST ROUND SEALED BID FORM**

Sealed Bid Deadline: 5:00PM PDT, June 27, 2023

Property: 5908 & 5962 Foothill Road North, Central Point, OR 97502

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MINIMUM BID: \$1,395,000 (This is the minimum bid the Seller will accept to convey the Property. You may bid less than this, but the Seller is under no obligation to convey the property unless the Sealed Bid Amount is \$1,395,000 or more.)

A. SEALED BID AMOUNT: \$ \_\_\_\_\_

B. BUYER PREMIUM (5%): \$ \_\_\_\_\_

C. TOTAL BID PRICE (A+B): \$ \_\_\_\_\_

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I have read and signed the Exhibit A Terms and Conditions of Auction and the Exhibit B Bid Agreement submitted herewith and agree to bound by the rules of the Auction as set out by the Auctioneer as well as the Terms and Conditions of the Purchase and Sale Agreement and agree to purchase the Property for the Total Bid Price provided above if not participating in the Second Round.

Bidder Representative: \_\_\_\_\_  
(Signature)

Bidder Representative: \_\_\_\_\_  
(Printed with Title)

Bidder Address: \_\_\_\_\_  
(Incl. City/State/Zip)

Bidder Representative: \_\_\_\_\_  
E-Mail Address

Bidder Representative: \_\_\_\_\_ / \_\_\_\_\_  
Phone/FAX

Date: \_\_\_\_\_

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## EXHIBIT D – FINANCIAL INFORMATION FORM

Please provide a brief statement of how the Bidder intends to fund the amounts of the Sealed Bid and Live Auction Bid, as applicable, and the contact information of the Bidder’s financial institution in the event Bidder intends to secure financing (please note, acquiring financing for the purchase is not a contingency to Closing on the property). Please include any additional information the Auctioneer or Seller may deem relevant in determining the Bidder’s ability to fund the Sealed Bid and Live Auction Bid amounts.

1. **Bidder’s Funding Statement** (Please explain Bidder’s intended source of funds)

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2. **Financial Institution Information.** If Bidder intends to secure funding from a financial institution, please provide the following:

Name of Financial Institution: \_\_\_\_\_

Address of Financial Institution: \_\_\_\_\_

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Name of Loan Officer or FI Representative: \_\_\_\_\_

Title of Loan Officer or FI Representative: \_\_\_\_\_

Phone Number of Representative: \_\_\_\_\_

E-Mail Address of Representative: \_\_\_\_\_

3. **Additional Information:** \_\_\_\_\_

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