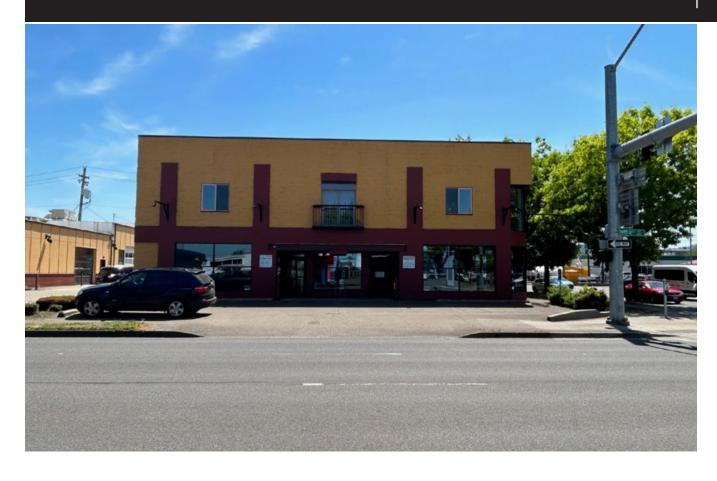
# 1678 West 7th Avenue

Eugene, Oregon

# FOR SALE OR LEASE





#### **HIGHLIGHTS**

- 10.309 SF
- .51 acres on four tax lots
- · Newer roof and HVAC system
- 21 parking spaces
- Signalized corner, high visibility, great access
- For Lease at \$10,000 per month, Triple Net (NNN)
- For Sale \$1,595,000

#### CONTACT

#### John Erving

PRINCIPAL BROKER #200701086 541.914.5255 | johnervingcre@gmail.com

#### **Brent McLean**

CCIM, PRINCIPAL BROKER #780303861
541.913.1031 | brentmcleancre@gmail.com
LICENSED IN THE STATE OF OREGON

# **SHOWROOM & WAREHOUSE BUILDING**

This highly visible property with multiple access points has front retail/showroom space, second floor office and a large warehouse with 14' roll-up door. Retail and office area can be divided and is separately metered.











Rear Parking Area Excess Land Second Floor Office

# **PROPERTY DESCRIPTION**

#### Map & Tax Lot

17-04-36-12 13200 .25 acres zoned Community Commercial (C-2),

Chambers Special Area (S-C)

13300 .09 acres zoned General Office (GO)

13501 .09 acres zoned GO 13600 .08 acres zoned GO

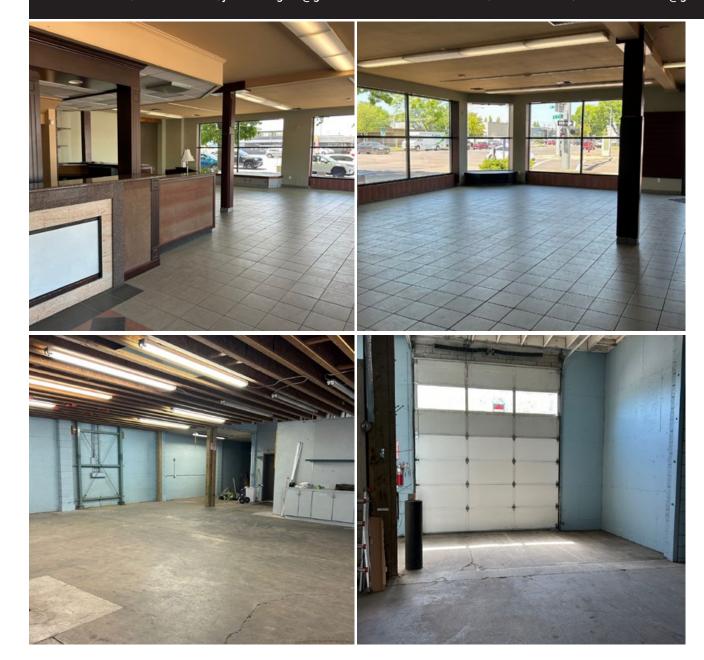
## **Real Market Value & Property Taxes**

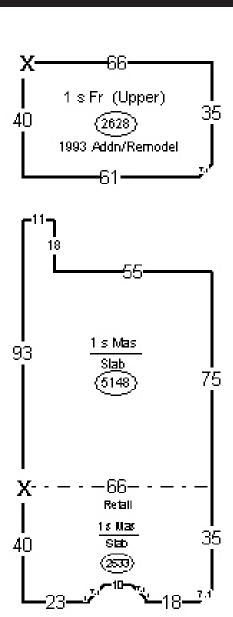
Total		\$1,796,767	;	\$14,674
13600	RMV	\$77,664	Taxes:	\$610
13501:	RMV	\$60,889	Taxes:	\$478
13300:	RMV	\$96,094	Taxes:	\$715
13200:	RMV	\$1,562,120	Taxes: \$	12,871

### **Building & Property Characteristics**

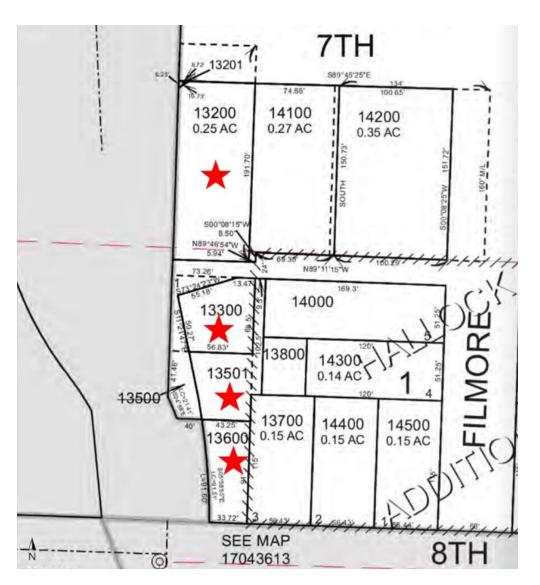
- Originally constructed 1954, addition/remodel 1995
- Block construction method
- Heavily insulated throughout
- Retail/Showroom area is 2,533 SF
- Second floor office area is 2,628 SF
- Warehouse area is 5148 SF
- 21 parking spaces, 2 of which are designated handicap
- 3 restrooms, 2 are ADA
- · Kitchenette, Washer hook-up
- · New exterior LED lighting
- 300 amp, 3 phase power
- Truck accessible with three street curb cuts and alley access
- Roof and HVAC are approximately 3 years old
- Building has two addresses and is separately metered, including HVAC system
- Traffic counts on W. 7th are 28,100 and 18,920 on Chambers





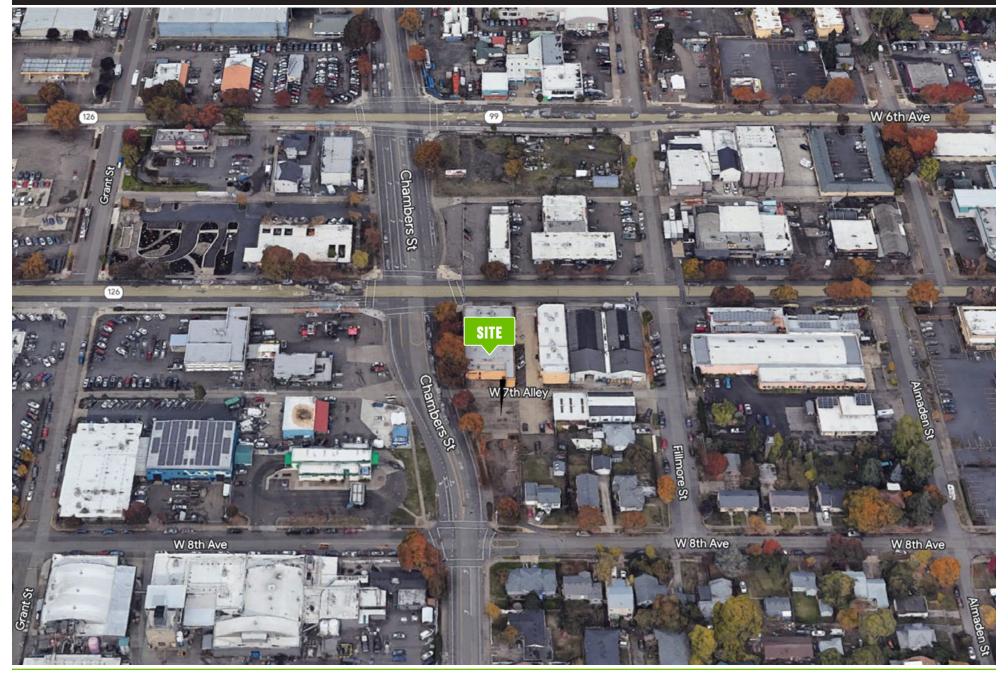




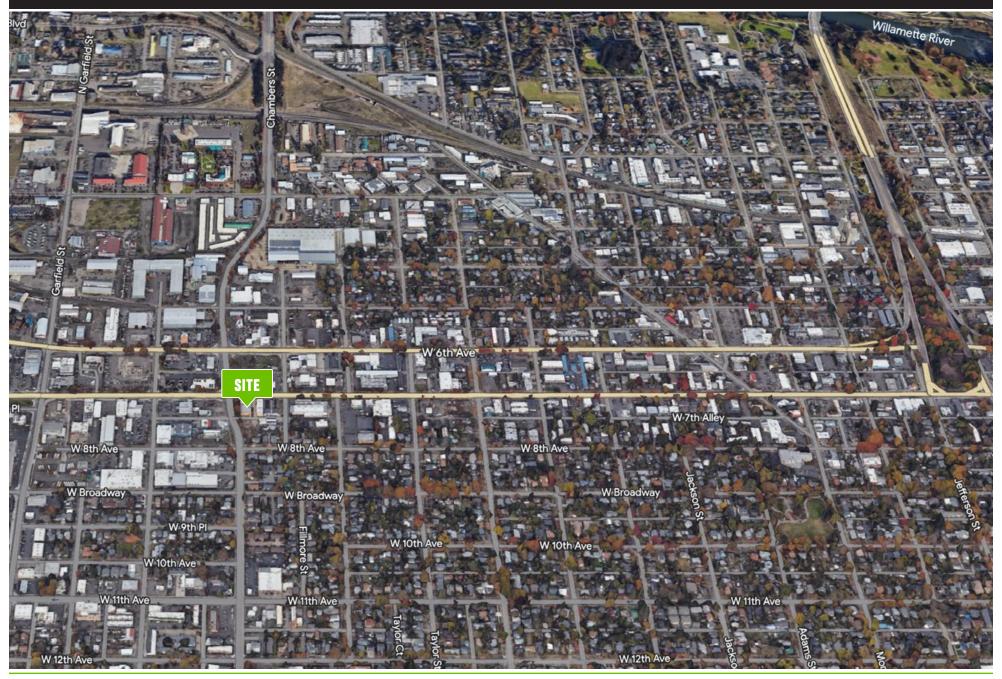












## **INITIAL AGENCY DISCLOSURE**

This pamphlet describes the legal obligations of real estate licensees in Oregon. Real estate brokers and principal real estate brokers are required to provide this information to you when they first meet you.

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:

- (a) 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; and
- (b) 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 seller 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 discuwith 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.

