

Cannabis Cultivation

210 Wallis Street, Eugene, Oregon

BUSINESS FOR SALE



HIGHLIGHTS

- Business only for sale, no real estate
- Lease can be assumed, or a new lease can be drafted at the rate of \$1.00 per square foot, NNN
- 8,845 square foot warehouse
- Sale includes all equipment
- **\$750,000**

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LICENSED IN THE STATE OF OREGON

CANNABIS CULTIVATION BUSINESS

CURRENTLY OPERATING, OLCC TIER 1 CULTIVATION LICENSE

Located in the Willamette Valley inside the city limits of Eugene, Oregon.

Information above has been obtained from public records, and the current owner(s) of the subject property. The listing broker has not independently verified the accuracy or completeness of any information obtained from sources reasonably believed by the broker to be reliable. Interested buyers should inspect the property carefully and verify all information to their own satisfaction.



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EUGENE COMMERCIAL REAL ESTATE



OVERVIEW

The business is located in the west Eugene industrial market. According to county records the warehouse is made up of four interconnection bays equaling 8,845 square feet ("SF"). The bays are divided into 12 separate flowering rooms, offering 4,700 SF of flowering canopy. Each room has 8 lights for a total of 96 Gaveta grow lights. There are four 200 amp 3-phase power panels. The building is supplied by 55 tons of HVAC.

The clone and vegetation areas cover approximately 2,500 SF. These areas are lighted with 35 T-5 lights. The remaining square footage is laid out with two offices, maintenance and tool room, four preparation and production areas, which include three large commercial aluminum wash station. The building has a small kitchen area and restrooms.

The proven production history shows each of the 12 flower rooms harvesting five times per year, producing on average 60 lbs per month, not including trim.

Currently, the business is cultivating 6-10 top shelf strains. New strains created by the master gardeners are in development at all times. Products are marketed through the wholesale license and through other wholesale distributors under the name of Multi Top Farms.

There are 5 full-time employees who could be retained to assist in operations.

The sale does not include current planted or harvested inventory. Inventory could be additionally purchased outside of escrow.





BUSINESS ASSETS

- 96 Gavita or Gavita Type Double Ended 1000 watt Lamps and Bulbs
- 12 Light Controllers and Timers
- 35 T5 Veg Lights for Veg Rooms
- 6 Single Ended Metal Halide Lights and Hoods for Veg Room
- 24 Ceramic Metal Halide Lights 315 Watt -Sun Systems-for Veg Rooms
- 12 Green Lights in all Flower Rooms
- 27 Irrigated Flowering Tables with Drains
- 12 HVAC Units 4 Ton
 - 1 HVAC Unit 5 Ton
 - 3 HVAC Mini Split Units
- 5 Veg Tables
- 12 Veg Trays with Flood and Drain Capacity
- 18 Stock Tanks 100 gallon
- 15 Automatic Irrigation Systems including Timers, Pumps, Air Stones
- 8 Cloner Systems 128 Plugs each
- 1 Cloner System 64 Plug
- 11 CO2 Regulators and Dispersal Systems
- 11 CO2 Cylinders
- 48 Wall Fans

- 6 Floor Fans
- 14 Commercial Dehumidifiers
- 2000 Planting Pots from 4" to 5 gallons
- 3 Commercial Scales
- 1 Maxblaster Ozone Generator
- 1 Trim Master Pro Trim Machine
- 1 Trim Room with Large Trim Table and Accessories
- OLCC Approved Security and Alarm System
- 48 Camera Video Surveillance System and Storage
- 3 Drying Rooms
- 1 Pallet Jack
- 1 Safe
- 1 Time Clock
- 2 Computers
- 2 Office Desks, File Cabinets and Office Equipment
- 2 Commercial Stainless Steel Sinks with Overhead Spray
- 50b Pruning Scissors
- 4 Heavy Duty Rolling Work Carts
- 16 Garden Hoses Varying Lengths

- 50 Curing Totes
- 6 5 gallon Curing Buckets
- 6 Work Tables
- 7 Ladders
- Tools and Miscellaneous Parts and Accessories
- Trash Dumpster Leased from Sanipac - Weekly Pickup
- 4 Rolling or Sliding Lockable Bay Doors





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 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.