

Development Land

SW corner of Highway 99 N. & Awbrey Lane, Eugene, Oregon

FOR SALE



HIGHLIGHTS

- 84.58 Acre Site
(36.325 acres designated wetlands)
48+- acres developable
- Recent Phase I & Phase II reports completed, Wetlands Delineation Report completed
- Currently zoned Agricultural prior to Annexation as a Large Tract Industrial lot (allows only a single user per legal lot)
- Highly visible site to Highway 99 North with great accessibility to Beltline Hwy to I-5
- **\$2,495,000**

CONTACT

John Erving

PRINCIPAL BROKER #200701086

541.914.5255 | johnervingcre@gmail.com

Brent McLean

CCIM, PRINCIPAL BROKER #780303861

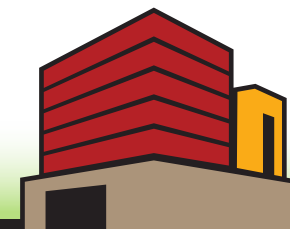
541.913.1031 | brentmcleancre@gmail.com

LICENSED IN THE STATE OF OREGON

LARGE TRACT INDUSTRIAL SITE

This highly visible & accessible lot near the Eugene Airport and Highway 99 North has over 48 acres of developable land. Within the recently approved Clear Lake UGB expansion area. 36.25 acres possibly could be mitigated on site or offsite.

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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OVERVIEW

This highly visible & accessible lot near the Eugene Airport and Highway 99 North has over 48 acres of developable land. It is possible to mitigate the 36.25 acre of wetlands offsite or onsite.

The site offers access from Highway 99 North (a 4 lane highway) to Beltline Highway, which is only minutes to I-5. This site has excellent visibility from Highway 99 North and just a stone's throw from the Eugene Airport. Highway 126 is also only minutes away via Beltline Highway.

Located within the recently approved Clear Lake UGB expansion area. To annex the property into the City of Eugene it requires the applicant to submit a site drawing to include all phases of the site development, on site wetlands mitigation plan, intended connection points to the infrastructure and intended ingress and egress points.

Interested Buyers will be allowed access to copies of the Phase I (completed in 2018) & Phase II (completed in 2019) Environmental Site Assessments, Wetlands Delineation Report (completed in 2020) and suggested infrastructure connection points.

This site development will also require easements for ingress and egress from the City of Eugene who has indicated the stacking distance will need to be at a minimum of 250' west of the Highway 99 N and Awbrey Lane. Possibly another ingress and egress point would be approved on the Greenhill Road (west side) of the property.





UTILITIES

We have met with the City of Eugene for preliminary & assumed connection points regarding services to the site and indicated as follows:

SEWER

There is a high pressure sewer line that runs from the Airport down Awbrey Lane which will require a developer to install a sewer pump lift station to connect this site.

WATER

There is a 16" water main that also runs from the Airport down Awbrey Lane and then across the Highway 99 frontage for EWEB water service.

POWER

On the SE corner of the property there is a Blachly-Lane Electric Coop substation which they are willing to quote service to the site depending on the load requirements.

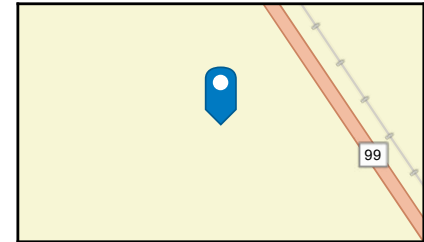
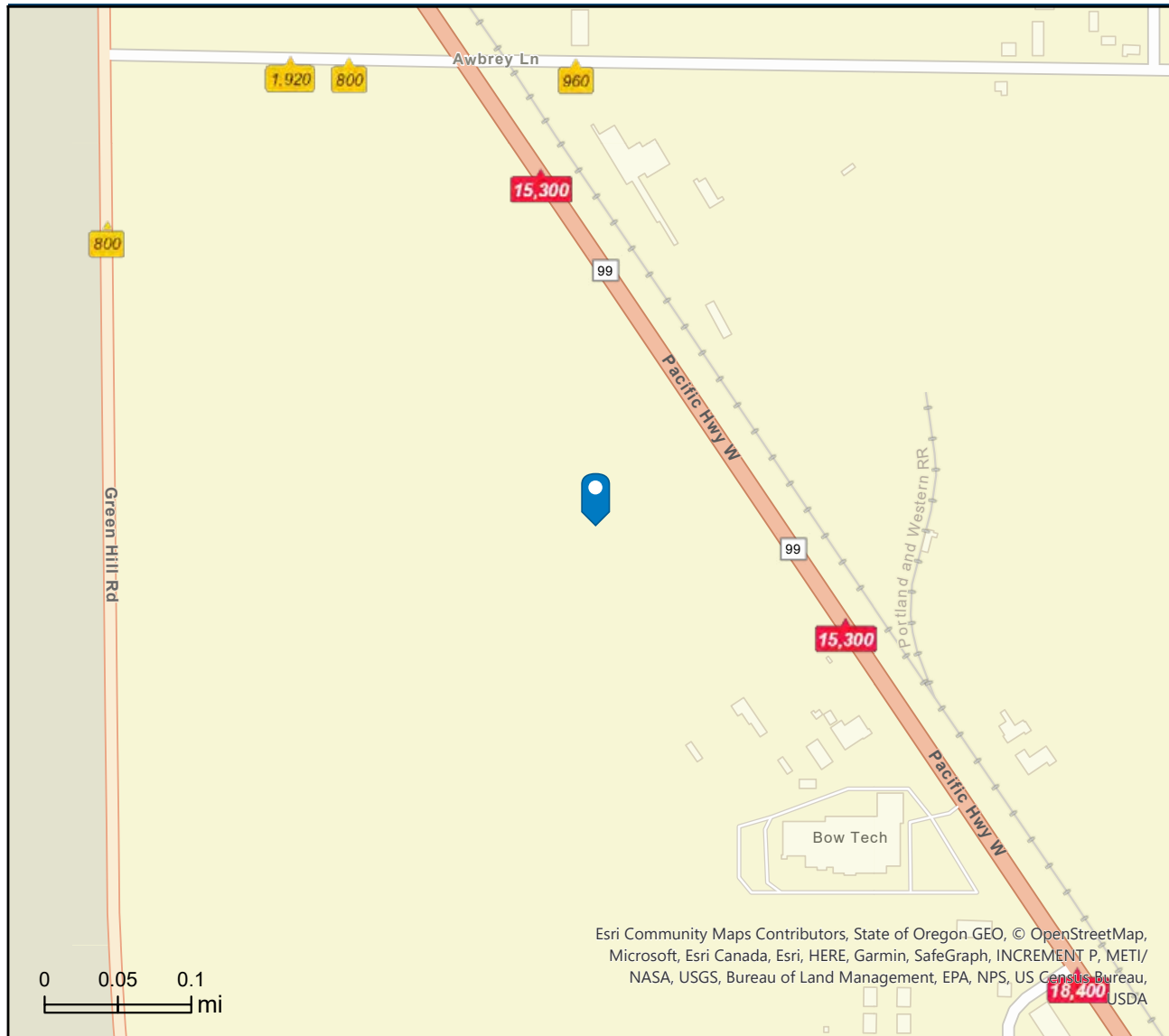
HIGH SPEED INTERNET

It is our understanding talking with Comcast that it is possible to run service to this site from Highway 99 but they were not sure how far away the connection is.

STORM WATER RUNOFF

This site will require that storm water be pretreated prior to entering the Junction City "Flat Creek Drainage Channel" north of Awbrey Lane.





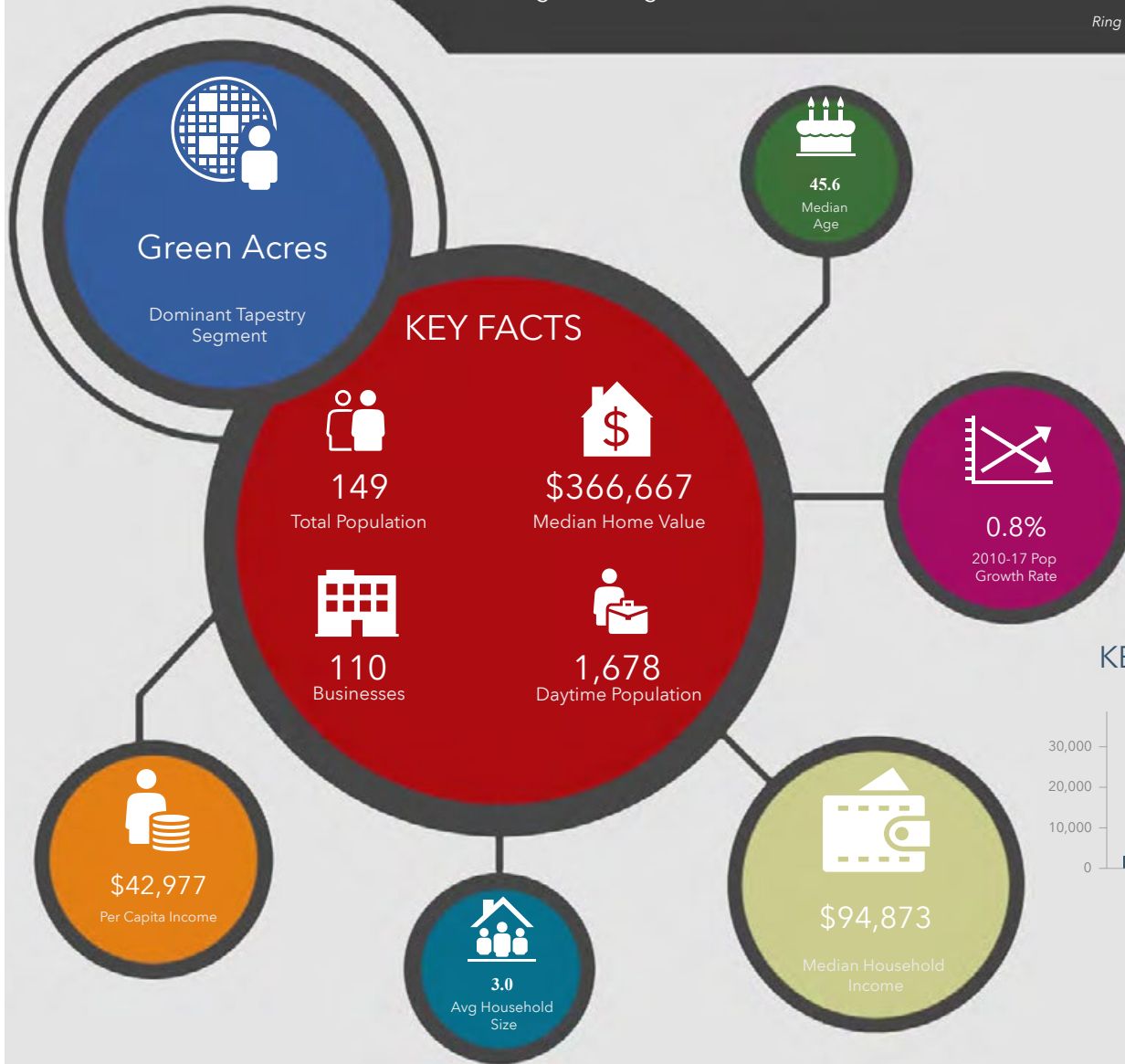
- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
 - ▲ 6,001 - 15,000
 - ▲ 15,001 - 30,000
 - ▲ 30,001 - 50,000
 - ▲ 50,001 - 100,000
 - ▲ More than 100,000 per day



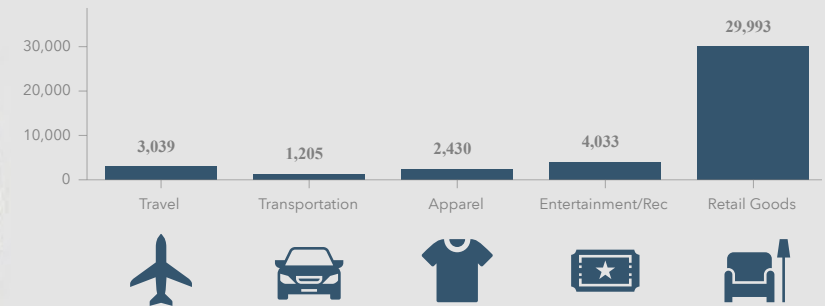


97402, Eugene, Oregon

Ring of 1 mile



KEY SPENDING FACTS (\$) 2021





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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.