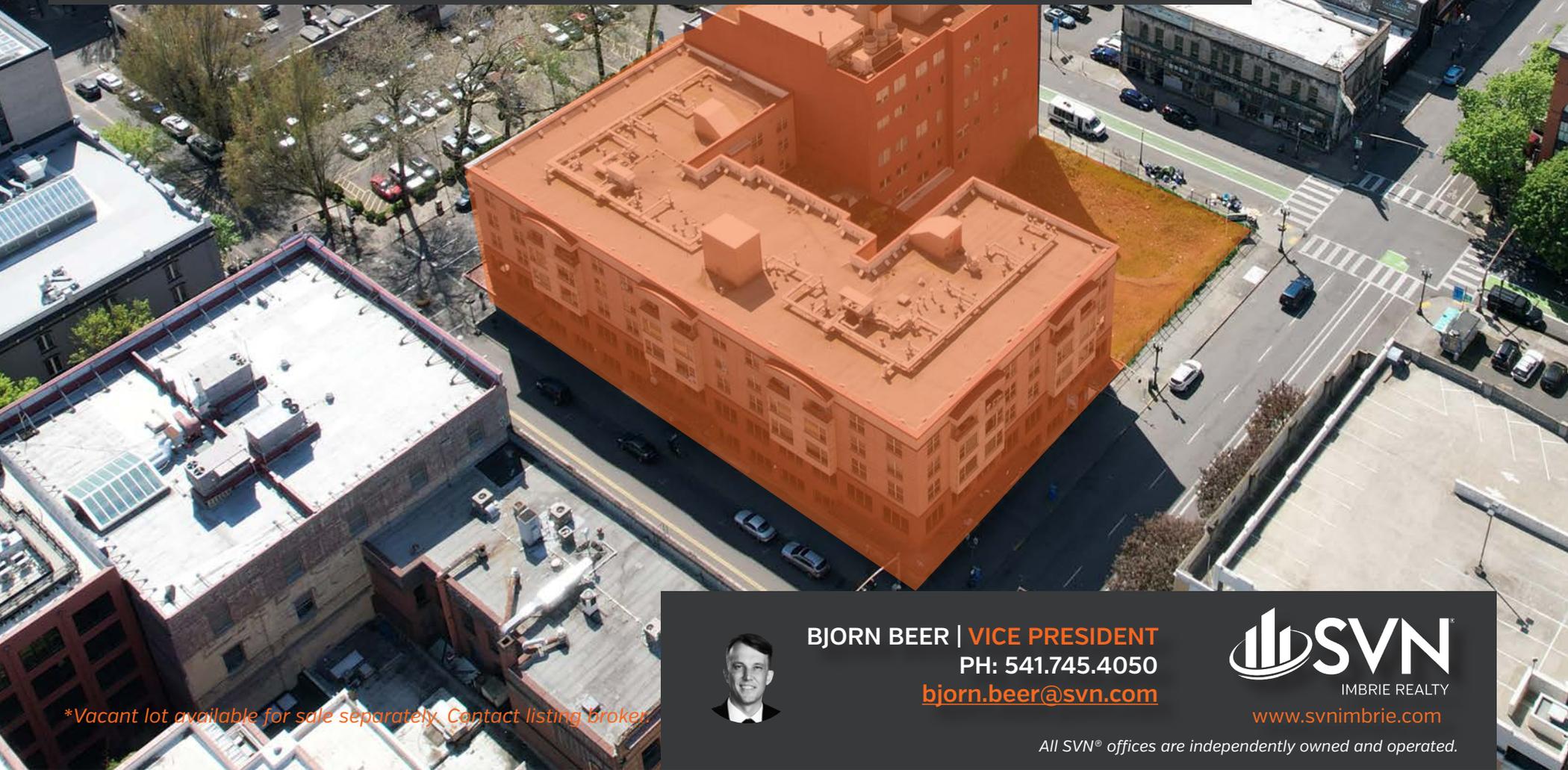


FOR SALE

THE WESTSHORE/PINE STREET GARAGE

- 113 UNIT LIHTC OPPORTUNITY - IN BOTH OPPORTUNITY ZONE AND QCT
- BASEMENT PARKING AND LEASEHOLD INTEREST ON ADJOINING 1/4 AC LOT *
- GROUND FLOOR & SECOND FLOOR PARKING FOR MULTIFAMILY CONVERSION

**222 SW PINE STREET
PORTLAND, OREGON 97204**



**Vacant lot available for sale separately. Contact listing broker.*



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IMBRIE REALTY
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APARTMENTS SUMMARY

Rare acquisition rehab and development opportunity in the heart of Portland. In addition to 113 LIHTC units, buyer has the opportunity to assemble nearly 3/4ths of a city block. In the 2026 Qualifying Census Tract (QCT) and an Opportunity Zone, buyer of the apartments may have the opportunity to purchase the three story parking deck underneath, which presents an opportunity to convert two floors to as many as 57 additional multi-family units. The adjoining vacant lot (approximately 0.23 acres) is also available. Contact listing broker for more details.

PROPERTY HIGHLIGHTS

- Mix of studios and 1 bedrooms at 50-60% AMI
- Restriction through 2067, possible renegotiation with agencies
- 1997 vintage
- Portland CX - Central Commercial
- Soft debt of ~ \$1.66 million, due to PHB, payable through 50% of excess cash flow at year end.
- OZ and QCT (In Westside TIF district - resources available for market rate, commercial, and Affordable and middle income housing) *
- Two blocks from MAX light rail

* <https://prosperportland.us/our-work/westside-tif-district/>

THE WESTSHORE APARTMENTS

222 SW PINE STREET
PORTLAND, OREGON 97204



\$4,000,000

SALE PRICE



\$82

PRICE/SF

\$35,390

PRICE/UNIT



48,603 SF

BUILDING SIZE

113 UNITS

UNIT COUNT



1997

YEAR BUILT



PROPERTY DESCRIPTION

PARKING DECK SUMMARY

In place income provides a “covered land play” for multiple development angles, whether self storage, continued parking use, or conversion to additional multi family units. Architectural plans exist that demonstrate as many as 57 additional multi family units are possible. A leasehold interest in the adjoining vacant lot provides additional income.

PARKING DECK HIGHLIGHTS

- Portland CX- Central Commercial
- OZ and QCT
- Seller carry or installment sale available to seasoned buyers
- Architectural renderings and contractor estimates are available

* Not including conversion costs

** Includes leasehold interest paid by adjoining vacant lot

PARKING DECK FINANCIALS

Ground and Second Floors - Conversion to Multifamily

Possible Additional Units (~500 SQFT) 57 Units

Acquisition Cost per Unit* \$36,842

Purchase Price \$2,100,000

Basement Parking NOI** 203,000

Cap Rate 7.00%

Derived Value Basement Parking \$2,900,000

Total Acquisition Cost (Parking Deck) \$5,000,000





TOTAL PROJECT COST

	Cost	Units
Westshore Apts:	\$4,000,000	113
Parking Deck:	\$5,000,000	-
Total Acquisition Cost:	\$9,000,000	113
Total Acquisition Cost/Unit:	\$79,646	

Parking Deck can be converted to as many as 57 additional units. Preliminary plans and project costs available. Contact broker for details.



TOTAL PROJECT COST

QUALITY CONSTRUCTION & MODERN VINTAGE

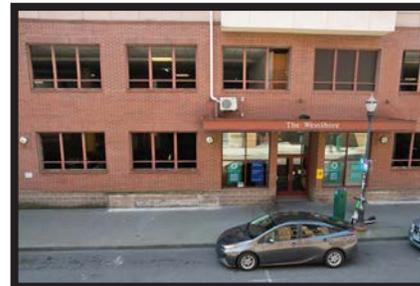
Modern Durability in a downtown core Unlike the prevalent unreinforced masonry [“bricker”] assets common in downtown Portland, The Westshore is a modern construction completed in 1997. The building offers a robust physical plant that avoids the costly seismic retrofitting often required for older vintage competitors in the immediate submarket.

BUILDING SPECIFICATIONS

- Year Built: 1997
- Total Units: 113 Residential Units (Plus commercial/parking elements with conversion potential)
- Structure: 6-story mid-rise construction (Parking and Apartments are separate ownership entities)
- Accessibility: Fully elevator-served, ensuring accessibility for all residents—a key advantage for senior and affordable housing tenancy

TURNKEY INTERIORS & AMENITIES THE PROPERTY FEATURES A MIX OF EFFICIENT STUDIO AND 1-BEDROOM LAYOUTS DESIGNED FOR HIGH OCCUPANCY.

- Unit Mix: 105 Studios (avg ~338 SF) and 8 One-Bedrooms (avg ~638 SF).
- In-Unit Features: Units are equipped with standard appliance packages (refrigerator and range) and owner-paid water/sewer/garbage/hot water, simplifying operations.
- Community Space: The building design includes dedicated lobby space, storage rooms, and recycling facilities, enhancing the tenant living experience



UNRIVALED REDEVELOPMENT & ASSEMBLAGE POTENTIAL

The "Covered Land" Play: This opportunity extends beyond the existing cash flow, offering a rare 3/4 block assemblage in the heart of downtown Portland. Investors can leverage the existing income while executing a massive value-add development strategy.

Value-Add #1: Parking Deck Conversion:

- Current architectural renderings propose a high-yield conversion of the existing parking podium into additional multifamily units.
- Concept: Elevation plans detail the replacement of garage entries with new residential windows on the first and second floors, transforming underutilized storage/parking areas into revenue-generating apartment units.
- Impact: This adaptive reuse maximizes the rentable square footage within the existing building envelope, significantly increasing the Net Operating Income (NOI) without the cost of ground-up structural construction.

Value-Add #2: The Tower Opportunity (1/4 Acre Pad - sold separately) The acquisition includes potential development on the adjoining 1/4 acre block, unlocked by favorable high-density zoning.

- Zoning: CX [Central Commercial].
- Density Potential: The CX zone allows for intense urban development with a Maximum Floor Area Ratio (FAR) of 9:1 and a Maximum Building Height of 130 feet.
- Vision: This zoning allowance supports the development of a new, separate multifamily tower next to The Westshore, creating a massive institutional-scale campus with shared operational efficiencies.



PORTLAND FUNDAMENTALS & INCENTIVE ZONES

A High-Growth, Lower-Cost Alternative Portland remains a compelling value proposition compared to West Coast peers like San Francisco and Seattle. The market offers a lower cost of entry with significant long-term appreciation potential, driven by a constrained housing supply and consistent demand for affordable living options.

The "Trifecta" of Incentives: The Westshore's strategic location at 222 SW Pine Street places it at the intersection of powerful economic development zones:

1. Westside TIF District: Located within the newly established Tax Increment Financing district, providing potential access to public funds for affordable housing preservation and development.
2. Qualified Census Tract (QCT): The asset is situated in a QCT, making it eligible for Basis Boosts in Low-Income Housing Tax Credit (LIHTC) resyndications.
3. Opportunity Zone: The site offers potential tax advantages for long-term capital gains investment.

Affordable Housing Stability

- Proven Demand: The property operates under a Regulatory Agreement with 60% Median Family Income (MFI) limits, serving a deep pool of qualified renters.
- Subsidy Support: The asset benefits from a Project-Based Section 8 Housing Assistance Payments (HAP) contract [renewed through 2029] for a portion of the units, guaranteeing market-comparable rents for those units and ensuring revenue stability during economic fluctuations.



ADDITIONAL ASSEMBLAGE OPPORTUNITY:

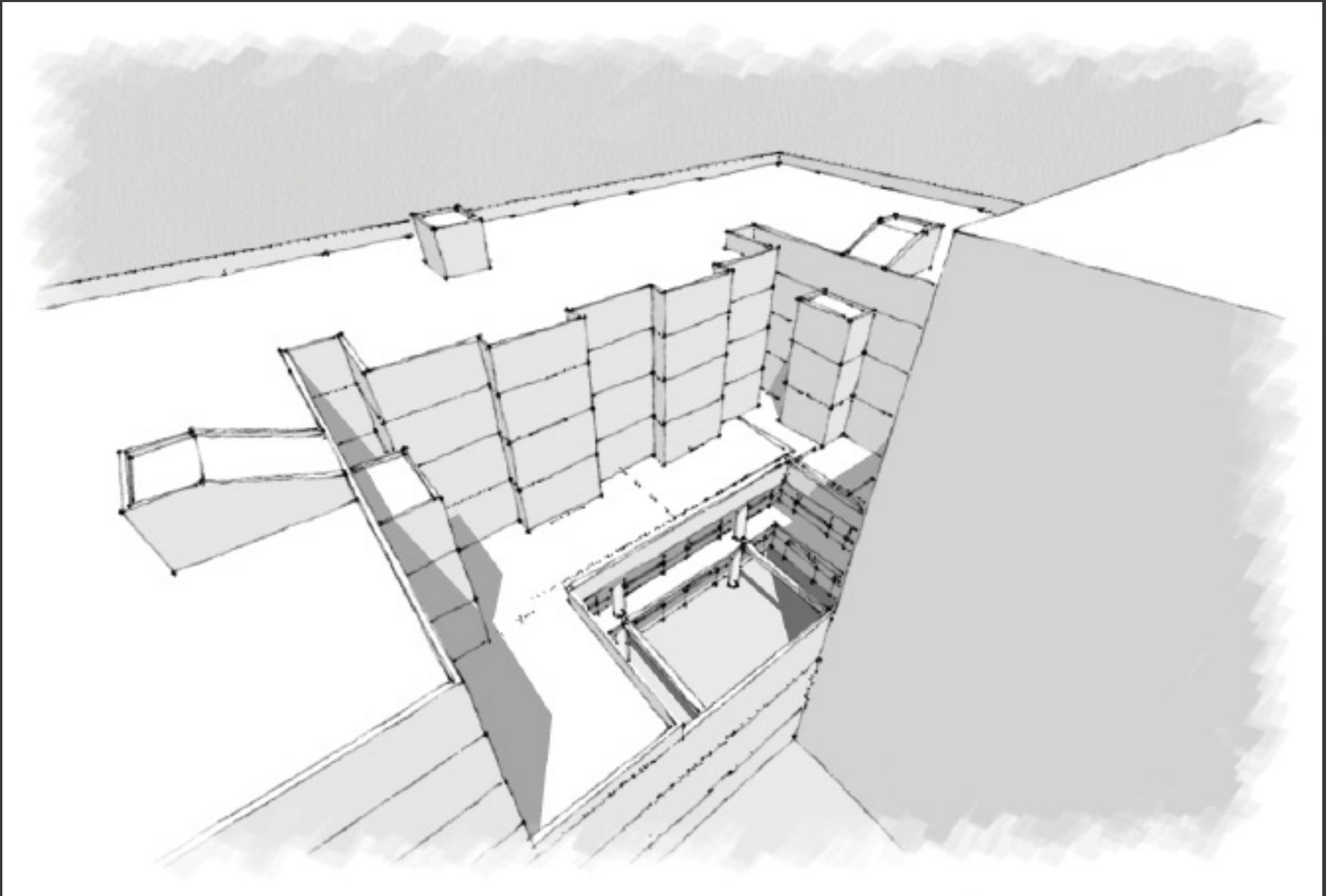
- For the right buyer who can provide a clean offer on the 113 unit Westshore, there may be an additional LIHTC opportunity in the surrounding suburbs made available to help the buyer achieve a larger scale of units.
- Contact listing broker to find out pricing and seller carry options for the parking deck (sold separately), which presents buyers with a redevelopment opportunity to convert two floors to as many as 57 additional units. Basement parking deck revenue and leasehold income provide a developer with a “covered land play.” Preliminary plans and contractor bids are available.
- Adjoining 0.23 acre vacant development site also available at a very attractive basis.
- The Portland Police Block





BIRDS EYE VIEW

For full design package, please contact Bjorn Beer



Rendering provided by William Wilson Architects, PC

ELEVATION PLAN

For full design package, please contact Bjorn Beer



3 EAST ELEVATION
SCALE 1/8" = 1'-0"

2 WEST ELEVATION
SCALE 1/8" = 1'-0"



1 NORTH ELEVATION
SCALE 1/8" = 1'-0"

A

W

William Wilson Architects PC
1022 NW 10th Avenue, Suite 200, Portland, Oregon 97204
(503) 224-1111

PINE STREET AFFORDABLE HOUSING

222 SW PINE STREET
PORTLAND, OREGON 97204

PG INVESTMENTS, LLC
209 SW OAK STREET, 5TH FLOOR
PORTLAND, OREGON 97204

EXTERIOR ELEVATIONS

REVISIONS:

DATE: 06/26/2023
SCALE: 1/8" = 1'-0"
DRAWN: JM
JOB NO: 2301

A2.1

APARTMENT FINANCIALS

PROPERTY INFORMATION

Sale Price:	\$3,999,000
Unit Count:	113
Price/SF:	\$82
Lot Size:	0.45 AC
Price/Unit:	\$35,389
GIM:	3.70
CAPT Rate:	7.00%
Year Built:	1997

PROPOSED FINANCING ON SALE

% Down:	30%
Down Payment:	\$1,199,700
Loan Amount:	\$2,799,300
Interest Rate:	6.00%
Length of Loan:	30
Monthly Payment:	[\$16,783]
Annual Debt Service:	[\$201,399]
Debt Coverage Ratio:	1.39
Pro Forma DCR:	1.57

PROPOSED RETURNS

	Actuals	Highest Achieved	Max Allowed
Net Operating Income:	\$280,110	\$316,476	\$689,912
Less: Loan Payment:	[\$201,399]	[\$201,399]	-\$201,399
Before Tax Cash Flow:	\$78,712	\$115,078	\$488,514
Cash-on-cash Return:	6.6%	9.6%	40.7%
Principal Reduction Yr 1:	\$33,441	\$33,441	\$33,441
Total Year 1 Return:	9.3%	12.4%	43.5%

CAP RATES

Actuals:	7.00%
Highest Achieved:	7.91%
Max Allowed:	17.25%

INCOME

	Actuals	Highest Achieved	Max Allowed
Scheduled Gross Annual Income	\$1,053,768	\$1,100,832	\$1,502,376
Less: Vacancy [7%] *	[\$73,764]	[\$77,058]	[\$105,166]
Laundry Income	\$5,530	\$5,530	\$5,530
Other Income	\$21,357	\$21,357	\$21,357
RUBS **	\$0	\$14,400	\$14,400
Adjusted Effective Annual Income	\$1,006,891	\$1,065,061	\$1,438,497

*5.3% for this asset class in Portland; 7.6% market wide in Portland

** Assuming \$10 per month, currently Water, Sewer, and Garbage Included

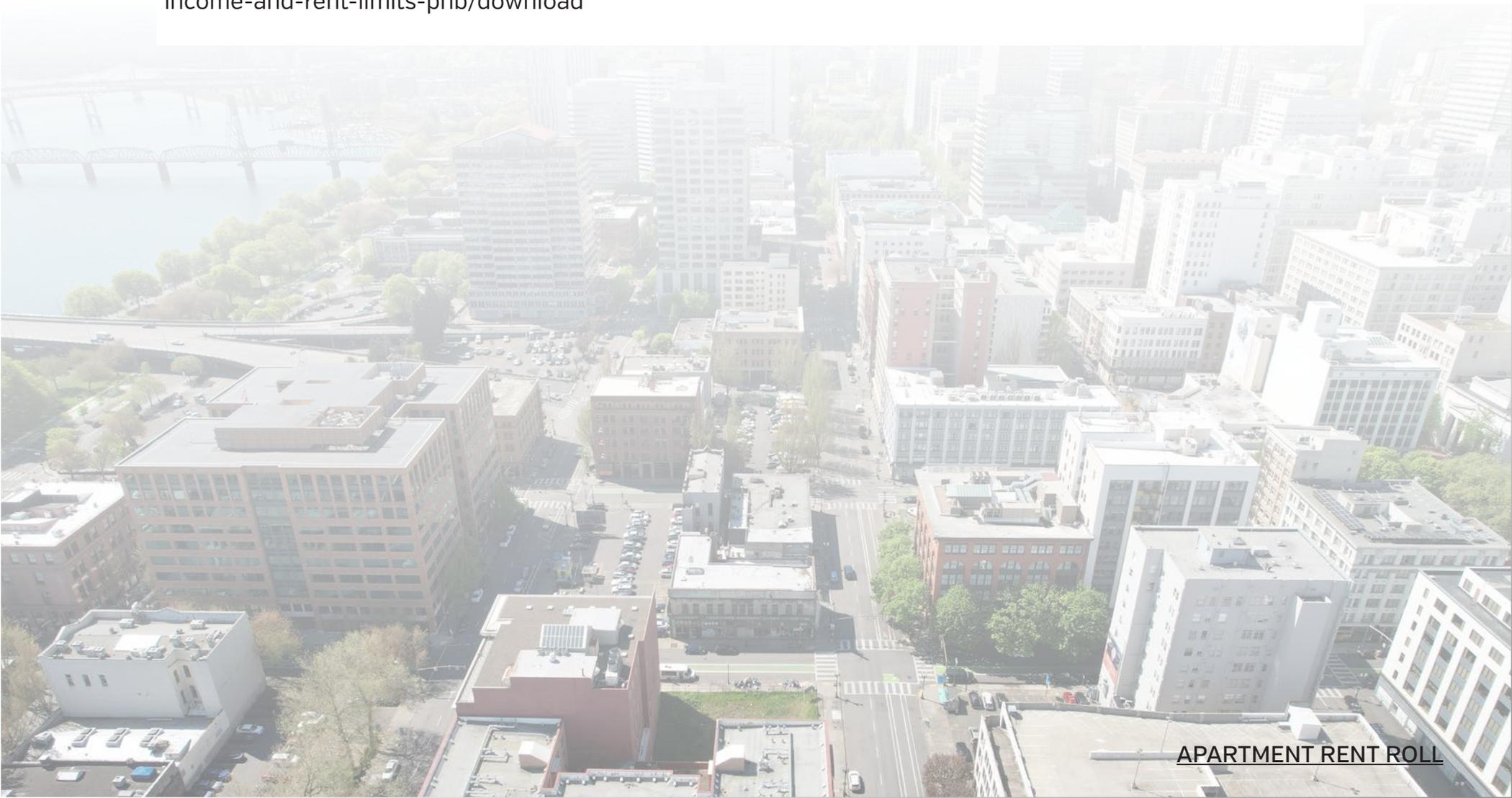
EXPENSES

		\$/Unit/Yr	% Effective Annual Income	Actuals	Highest Achieved	Max Allowed
Real Estate Taxes	2024 Actuals	\$-	0%	\$-	\$-	\$-
Property Insurance	2024 Actuals	\$409	5%	\$46,184	\$47,570	\$47,570
Gas & Electric	2024 Actuals	\$297	3%	\$33,542	\$34,548	\$34,548
Water & Sewer	2024 Actuals	\$566	6%	\$63,987	\$65,907	\$65,907
Trash	2024 Actuals	\$210	2%	\$23,727	\$24,439	\$24,439
Repairs & Maintenance	Three Year Average	\$875	10%	\$98,859	\$101,825	\$101,825
Turnover	2024 Actuals	\$517	6%	\$58,439	\$60,192	\$60,192
Off-Site Management	2024 Actuals	\$322	4%	\$36,441	\$37,534	\$37,534
Payroll	2024 Actuals	\$1,884	21%	\$212,899	\$219,286	\$219,286
General & Administrative	2024 Actuals	\$705	8%	\$79,629	\$82,018	\$82,018
Resident Services	2024 Actuals	\$321	4%	\$36,266	\$37,354	\$37,354
Reserves	2024 Actuals	\$326	4%	\$36,808	\$37,912	\$37,912
Total Estimated Annual Expenses			72%	[\$726,781]	[\$748,584]	[\$748,584]
Total Estimate Net Operating Income			28%	\$280,110	\$316,476	\$689,912
CAP RATES:				7.00%	7.91%	17.25%
MONTHLY NOI:				\$23,343	\$26,373	\$57,493

RENT ROLL & UNIX MIX

Number of Units	Unit Type	Ave. Actuals	Highest Achieved	Max Allowed
8	1 Bed / 1 Bath	\$957	\$967	\$1,396
105	Studio	\$659	\$800	\$1,086
	TOTAL	\$87,814	\$91,736	\$125,198

Per original LIHTC agreement, all units are 60% AMI or below until 2036. Agreement with Prosper Portland (formerly Portland Development Commission) dated 2007 restricts all studios to 50% AMI (\$1,086) and 1 bedrooms to 60% AMI (\$1,396), until 2067. For rent limits visit: <https://www.portland.gov/phb/documents/2025-income-and-rent-limits-phb/download>



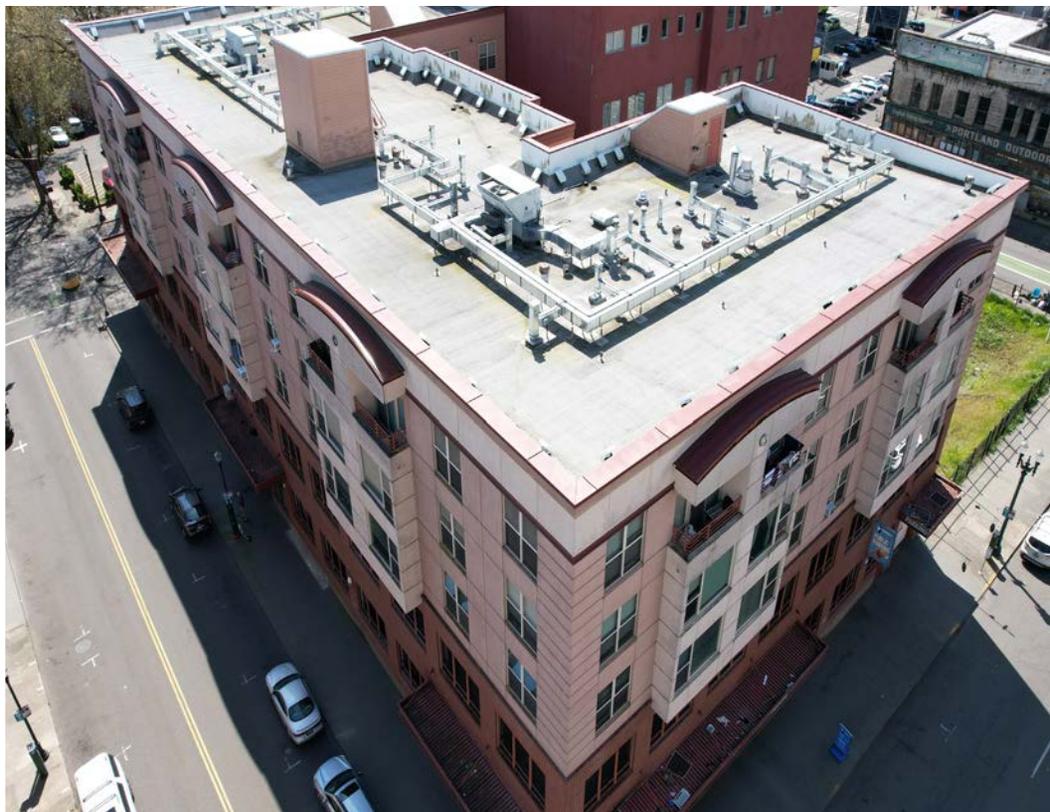
ONE BEDROOM UNIT
638 SQUARE FEET

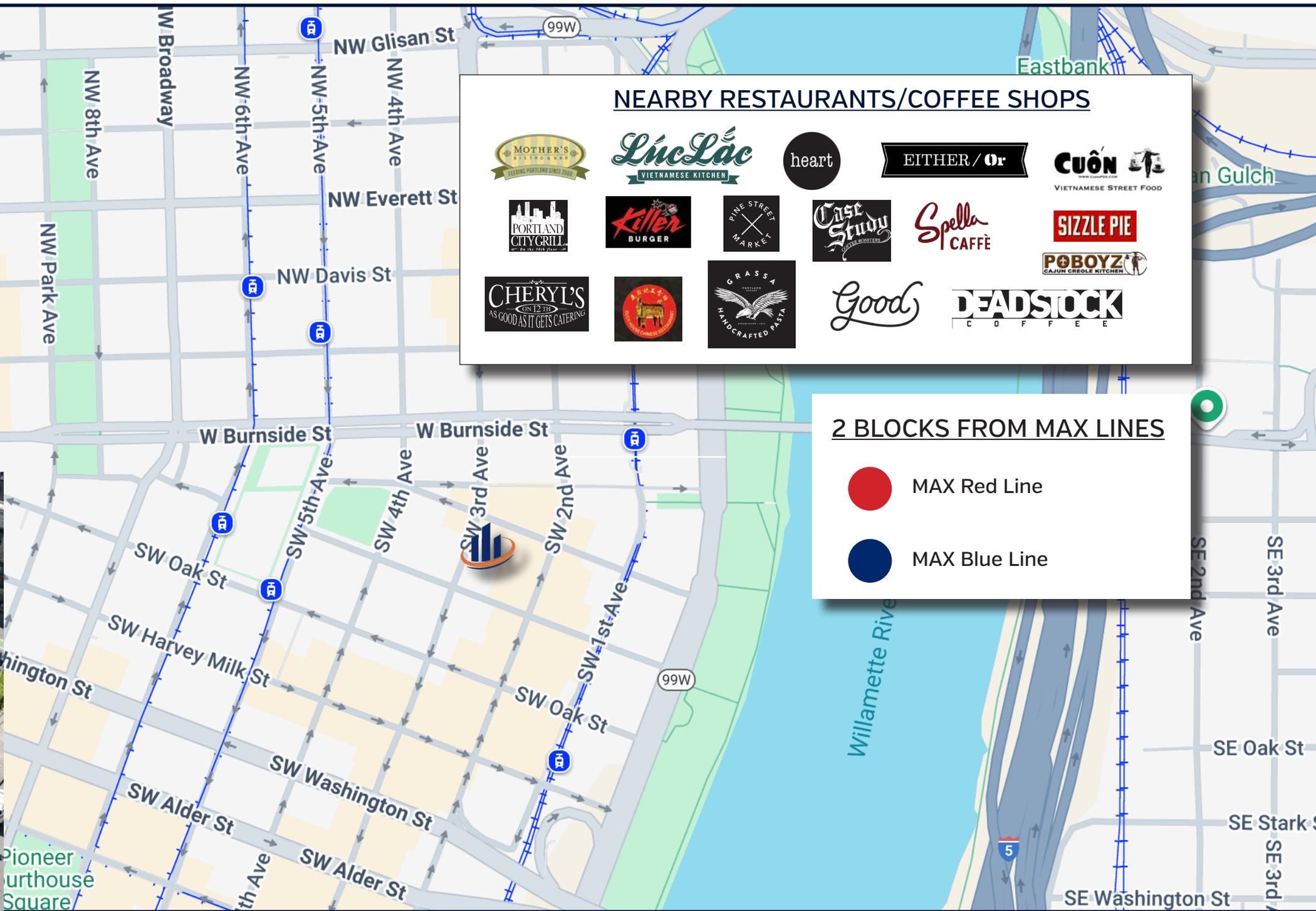


STUDIO UNIT
331 SQUARE FEET



The WestShore





NEARBY RESTAURANTS/COFFEE SHOPS



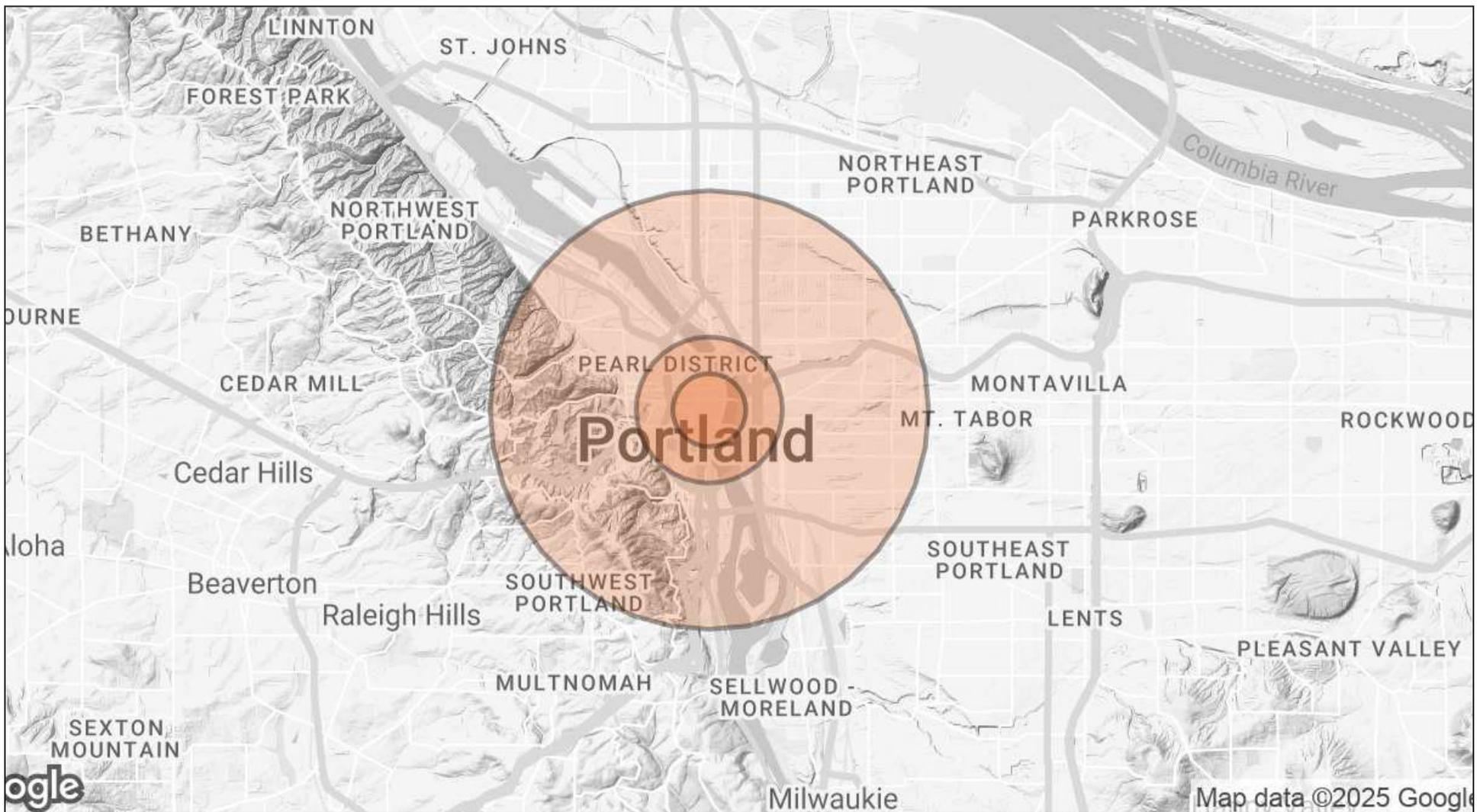
2 BLOCKS FROM MAX LINES



MAX Red Line



MAX Blue Line



POPULATION	1/2 MILE	1 MILE	3 MILE	HOUSEHOLD & INCOME	1/2 MILE	1 MILE	3 MILE
TOTAL POPULATION	7,374	41,239	196,699	TOTAL HOUSEHOLDS	4,559	25,996	103,056
AVERAGE AGE	46	42	41	# OF PERSONS PER HH	1.6	1.6	1.9
AVERAGE (MALE)	46	42	41	AVERAGE HH INCOME	\$80,749	\$96,958	\$136,496
AVERAGE (FEMALE)	45	42	41	AVERAGE HOUSE VALUE	\$600,215	\$738,682	\$826,439

MAJOR EMPLOYERS



LOCAL SPORTS TEAMS



HIGHER EDUCATION



BY THE NUMBERS

2.5 M METRO POPULATION

145.09 SQUARE MILES

3.4% METRO UNEMPLOYMENT RATE

#1

BEST FOODIE CITY
[WALLET HUB]

#5

BEST CITY TO LIVE
[US NEWS]

#18

MOVING DESTINATION
[UNITED VAN LINES]

The material contained in this Offering Brochure is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the SVN[®] Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

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The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

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To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.



DISCLAIMER.

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OREGON INITIAL AGENCY DISCLOSURE PAMPHLET - INFORMATION FOR REAL ESTATE BROKERS AND PRINCIPAL BROKERS

A licensed real estate broker or principal real estate broker is required to give a copy of an Initial Agency Disclosure Pamphlet to each consumer the broker will represent. The pamphlet describes the legal relationship between a broker and the consumer when the broker acts as the consumer's "agent."

Real estate brokers and principal real estate brokers have legal obligations, called affirmative duties, to both buyers and sellers in a real estate transaction.

Oregon Revised Statute [ORS] 696.805 lists the affirmative duties of a licensed real estate broker or principal real estate broker acting as a seller's agent.

The affirmative duties of a broker or principal broker acting as a buyer's agent are found in ORS 696.810. ORS 696.815(1) allows a real estate licensee to represent both the seller and the buyer in a real estate transaction under a disclosed limited agency agreement, provided there is full disclosure of the relationship under the agreement.

Oregon Administrative Rules [OAR], adopted by the Oregon Real Estate Agency, provide the form and content of the disclosures and the related pamphlet. OAR 863-015-0215 is set forth below for the convenience of licensees. The Agency has provided a sample Initial Agency Disclosure Pamphlet after the broken line that meets the requirements of OAR 863-015-0125.

863-015-0215

Initial Agency Disclosure Pamphlet

[1] For purposes of this rule, "at first contact" means at the time the agent has sufficient contact information about a person to be able to provide an initial agency disclosure pamphlet to that person. Contact with a person includes, but is not limited to contacts in person, by telephone, over the Internet, by electronic mail, or by similar methods.

[2] An agent shall provide a copy of the initial agency disclosure pamphlet, which complies with section [5] of this rule, at first contact with:

[a] A prospective party to a real property transaction; or

[b] An unrepresented party seeking representation during the course of a real property transaction.

[3] An agent must provide the initial agency disclosure pamphlet in a written format by electronic mail, over the Internet, by USPS mail, facsimile, hand delivery or similar delivery method.

[4] An agent need not provide a copy of the initial agency disclosure pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another agent.

Revised 9/9/2013

[5] The initial agency disclosure pamphlet must contain: [a] The following information, directed to the consumer: [A] A licensed real estate broker or principal broker must give a copy of the initial agency disclosure pamphlet at first contact with a prospective party to a real property transaction or at first contact with an unrepresented party seeking representation during the course of a real property transaction. [B]

A licensed real estate broker or principal broker need not provide a copy of the initial agency disclosure pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another broker. [C] The pamphlet describes the legal relationship between a broker and a consumer when the broker acts as the consumer's agent; and [D] The pamphlet is informational only and may not be construed to be evidence of intent to create an agency relationship, as provided in ORS 696.820. [b]

A general definition of an agency relationship and the three real estate agency relationships of seller's agent, a buyer's agent and a disclosed limited agent. [c] The definition of "confidential information" in ORS 696.800. [d] The affirmative duties and responsibilities of a seller's agent under ORS 696.805. [e] The affirmative duties and responsibilities of a buyer's agent under ORS 696.810. [f] The affirmative duties and responsibilities of a disclosed limited agent who represents both the buyer and the seller in a transaction under ORS 696.815. [g] The following statement to the consumer, "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."

[6] The Real Estate Agency will make available a sample of an initial agency disclosure pamphlet that complies with section [5] of this rule on the Agency's website.

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:

[1] 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

[2] 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.