11311 SW Kobbe Dr. BEAVERTON OR

193+ Acres Residential Development Land • Part of the Cooper Mountain Area Plan Within the Metro UGB • Opportunity for Low and Medium-Density Residential Development





Residential Development Opportunity

BEAVERTON, OREGON, WASHINGTON COUNTY

Parcel in Beaverton's 'Cooper Mountain' Area

ADJACENT TO NEW SUBDIVISIONS • FAST-GROWING AREA MINUTES TO PROGRESS RIDGE SHOPPING

Nicholas G. Diamond 503.222.2655 Licensed in OR & WA ndiamond@capacitycommercial.com

Scott Miller 971.275.0341 Licensed in OR scottm@capacitycommercial.com Allen Patterson, SIOR 503.542.4347 Licensed in OR allen@capacitycommercial.com

George N. Diamond 502.222.2178 Licensed in OR & WA gdiamond@capacitycommercial.com

11311 SW Kobbe Dr, BEAVERTON OR



Sale Price: \$Market Pricing

1 CONTIGUOUS TAX PARCEL

Property Details

SUMMARY

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Parcel APNR399330Parcel ConditionRaw LandGross Area193.88 AC / 8,445,413 SF

Wash. County Zoning

FD-20

Capacity Commercial Group presents the unique opportunity to acquire prime-locaton residential development land at Cooper Mountain in southwest Beaverton. The offering consists of one tax parcel in the Cooper Mountain planning area.

The subject is measured at **193.88 gross acres**, with a varying topography. The property sits just inside the UGB and is zoned FD-20 per Washington County zoning - a designation that applies to unincorporated urban lands added to the urban growth boundary and which allows for future comprehensive planning for future urban development on the site.





RESIDENTIAL LAND

Market Pricing

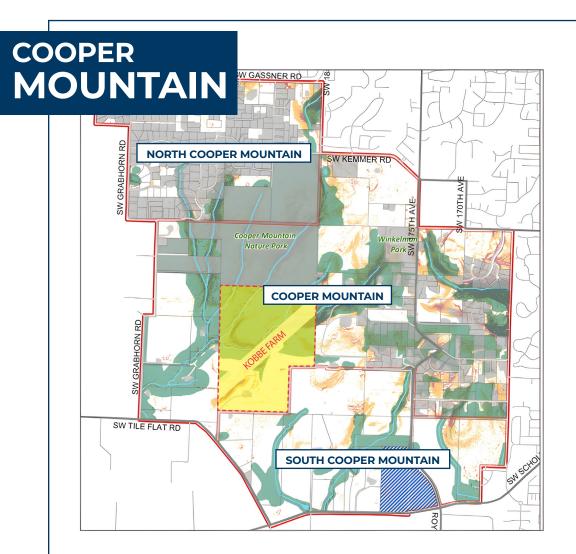
Call Broker for Full Info



- Residential Development Parcel in Beaverton's Cooper Mountain Planning Area
- 193.88 Gross Acre Property
- Rare Opportunity for Development of a Large-Scale Residential Portion within the Cooper Mountain Community Plan
- Inside the Urban Growth Boundary with FD-20
 Zoning Allowing for Future Urban Planning

- Part of the Cooper Mountain Area a 1,232 Acre Community Planning Area Just Annexed into the Metro Urban Growth Boundary in Beaverton, OR
- Prime Location Adjacent to the South Cooper Mountain Community Plan with Multiple Neighborhood Developments Completed / Underway
- Cooper Mountain is Anticipated to Provide at least 3,700 Homes Including a Mix of Single and Multifamily Units as well as Green Spaces and Commercial Uses

SALE HIGHLIGHTS PAGE 2



ABOUT COOPER MOUNTAIN

The Cooper Mountain Community Plan is a multi-year effort to plan for the 1,232-acre Cooper Mountain area, which was recently added to Metro's urban growth boundary.

The Cooper Mountain Community Plan will establish a long-term vision

for the area's growth and development to support welcoming, walkable neighborhoods that honor the unique landscape and ensure a legacy of natural resource protection and connection.

The area is anticipated to provide at least 3,760 homes, including a mix of single-family and multi-family homes.

PROJECT GOALS

- Provide new housing in a variety of housing types
- · Preserve, incorporate, connect, and enhance natural resources.
- · Improve community resilience to climate change and natural hazards.
- Provide public facilities and infrastructure needed for safe, healthy communities.
- Provide safe, convenient access to important destinations while supporting transportation options, including walking and biking.
- Provide opportunities for viable commercial uses, including places to work and places to buy goods and services.





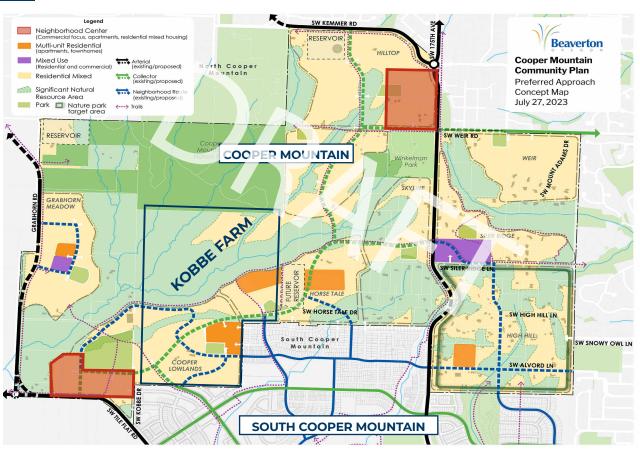
 $Cooper Mountain Community Plan Page: \underline{https://www.beavertonoregon.gov/350/Cooper-Mountain-Community-Plan Mountain Plan Page: \underline{https://www.beavertonoregon.gov/350/Cooper-Mountain-Community-Plan Page: \underline{https://www.beavertonoregon.gov/350/Coope$

Cooper Mountain Zoning Approach: https://content.civicplus.com/api/assets/0c40b8f9-308e-4ce3-b56e-7056f918c41f

Cooper Mountain Preferred Approach Outcomes: https://content.civicplus.com/api/assets/f4f4e6a2-7dd0-452a-8985-3a315ab3e122

APPROACH CONCEPT

BEAVERTON PREFERRED APPROACH CONCEPT (July 2023) Subject to Change



The Concept Map is an arrangement of different uses and development intensities to show desired outcomes of the plan. The Concept Map is subject to refinement based on community engagement and findings from technical work (such as utility modeling and transportation analysis).



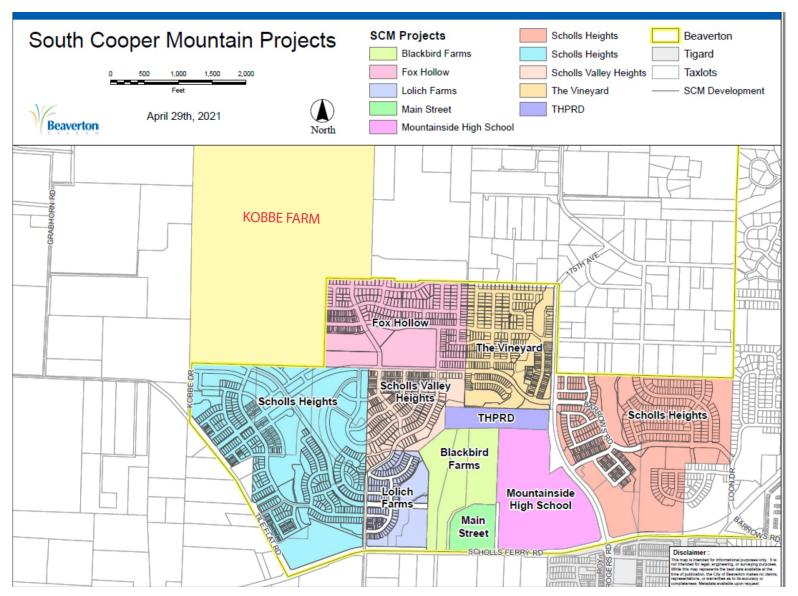
WHERE WE ARE IN THE PROCESS

2013 - 2015 2020 - 2021 2022-2023 Feb 2024 Jun 2024 2025 and beyond Annexation and **South Cooper** PHASE 1 PHASE 2 PHASE 3 development begin Mountain **RESEARCH & ANALYSIS COMMUNITY PLANNING HEARINGS & ACTION** Concept Plan · Existing conditions Refine vision Community Plan Alternative solutions Preliminary plans Code changes Preferred alternative(s) Best practices Implementation Plan Infrastructure funding plan Market analysis Final adoption Funding tools **Cooper Mountain Utility Plan Multicultural Public Engagement**

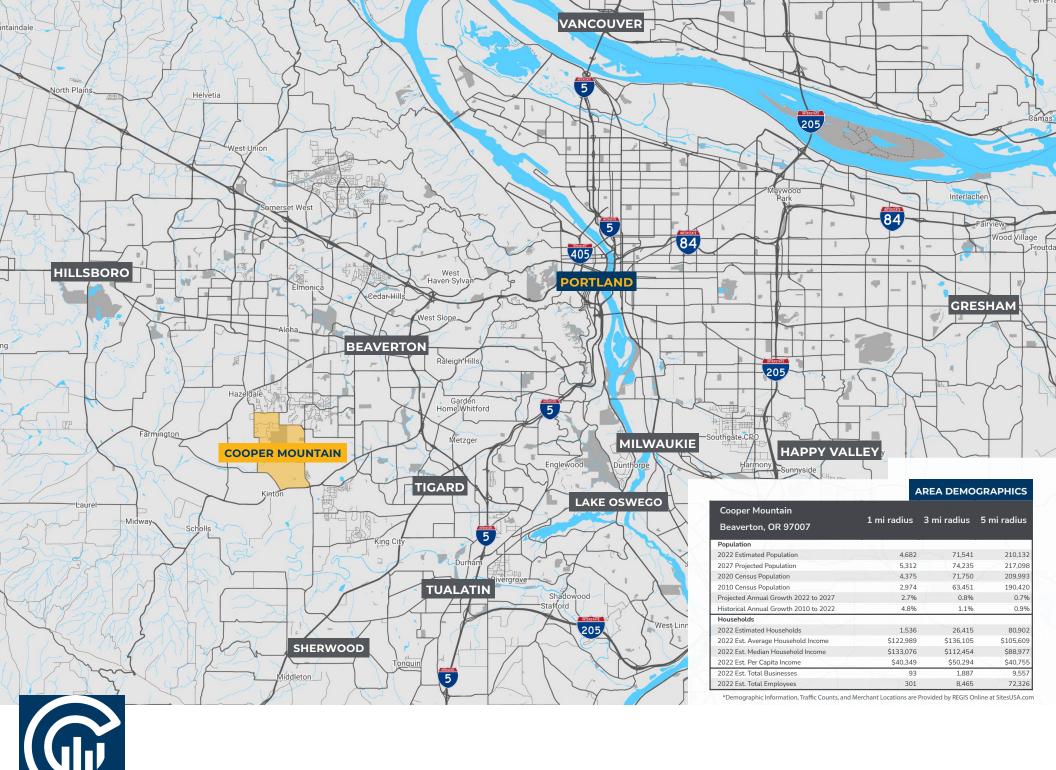


Residential Development Opportunity

Kobbe Farm at Cooper Mountain







Offering Terms

Offers should be presented in the form of a nonbinding letter of intent, spelling out the significant terms and conditions, including, but not limited to:

- (1) Asset pricing,
- (2) Due diligence and closing time frame,
- (3) Earnest money deposit,
- (4) A description of the debt/equity structure, and
- (5) Qualifications to close

Offers should be delivered to the attention of Capacity Commercial Group

Broker Contact

NICHOLAS G. DIAMOND

503.222.2655

NDIAMOND@CAPACITYCOMMERCIAL.COM

SCOTT MILLER

971.275.0341

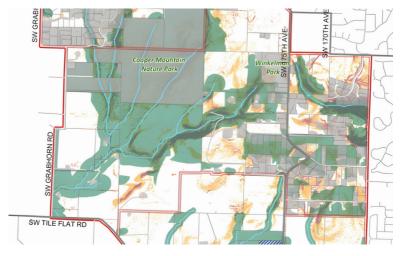
SCOTTM@CAPACITYCOMMERCIAL.COM

ALLEN PATTERSON, SIOR

503.542.4347

ALLEN@CAPACITYCOMMERCIAL.COM

DO NOT DISTURB TENANT(S) OR INDIVIDUALS ON PREMISES REGARDING THIS LISTING - PLEASE DIRECT ALL INQUIRIES SOLELY TO THE ATTENTION OF CAPACITY COMMERCIAL GROUP









OREGON REAL ESTATE INITIAL AGENCY DISCLOSURE PAMPHLET

OAR 863-015-215 (4)

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 both 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 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;

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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 transactions that are beyond the agent's expertise;
- 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 the above 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 Buver'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;
- 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;
- To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
- 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.

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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; and
- 2. To the buyer, the duties listed above for a buyer's agent;
- 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
 - 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 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 instruction 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 their client without your knowledge and consent.

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