

FOR SALE

Price Reduced!

MLK & FAILING APARTMENTS

3800 - 3850 NE Martin Luther King Jr Blvd,
Portland, OR 97212

**Previously Approved
Multi-family Development Site**



RENDERING

PRESENTED BY CAPACITY COMMERCIAL GROUP



NICHOLAS G. DIAMOND
Principal Broker | Licensed in OR & WA
503-222-2655
ndiamond@capacitycommercial.com

RILEY M. HENDERSON
Sr. Associate Broker | Licensed in OR & WA
503-975-9301
riley@capacitycommercial.com

GEORGE N. DIAMOND
Principal Broker | Licensed in OR & WA
503-222-2178
gdiamond@capacitycommercial.com



MLK & FAILING APARTMENTS

3800 - 3850 NE Martin Luther King Jr Blvd,
Portland, OR 97212



CONTENTS

Offering Summary	3
Site Plan	5
Aerial Map	6
Zoning	7
Multi-Family Housing Incentives	9
Area Overview	11
Drive Times & Demographics	13
Oregon Real Estate Disclosure	14

DISCLAIMER

Capacity Commercial Group, LLC ("Agent") have been engaged as the exclusive agent for the sale of **3800 - 3850 NE Martin Luther King Jr Blvd, Portland, OR 97212** (the "Property").

The Property is being offered for sale in its "as-is, where-is" condition, and Seller and Agent make no representations or warranties as to the accuracy of the information contained in this Offering Memorandum. The enclosed materials include highly confidential information and are being furnished solely for the purpose of review by prospective purchasers of the interest described herein. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Seller.

The enclosed materials are being provided solely to facilitate the Prospective Purchaser's own due diligence for which it shall be fully and solely responsible. The material contained herein is based on information and sources deemed to be reliable, but no representation or warranty, express or implied, is being made by Agent or Seller or any of their respective representatives, affiliates, officers, employees, shareholders, partners, and directors, as to the accuracy or completeness of the information contained herein. Summaries contained herein of any legal or other documents are not intended to be comprehensive statements of the terms of such documents, but rather only outlines of some of the principal provisions contained therein. Neither Agent nor Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available, or any action taken, or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

Seller reserves the right, at its sole and absolute discretion, to withdraw the Property from being marketed for sale at any time and for any reason. Seller and Agent each expressly reserves the right, at its sole and absolute discretion, to reject any and all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time, with or without notice. This Offering Memorandum is made subject to omissions, correction of errors, change of price or other terms, prior sale or withdrawal from the market without notice. Agent is not authorized to make any representations or agreements on behalf of Seller.

Seller shall have no legal commitment or obligation to any interested party reviewing the enclosed materials, performing additional investigation and/or making an offer to purchase the Property unless and until a binding written agreement for the purchase of the Property has been fully executed, delivered and approved by Seller, and any conditions to Seller's obligations thereunder have been satisfied or waived.

By taking possession of and reviewing the information contained herein, the recipient agrees that (a) the enclosed materials and their contents are of a highly confidential nature and will be held and treated in the strictest confidence and shall be returned to Agent or Seller promptly upon request; (b) the recipient shall not contact employees or tenants of the Property directly or indirectly regarding any aspect of the enclosed materials or the Property without the prior written approval of Seller or Agent and (c) no portion of the enclosed materials may be copied or otherwise reproduced without the prior written authorization of Seller or Agent.

If you have no interest in the Property at this time, please destroy or return this Offering Memorandum immediately the exclusive listing brokers.



Building 1 Rendering



Building 3 Rendering



Building 4 Rendering

MULTIFAMILY DEVELOPMENT SITE

Capacity Commercial Group is pleased to exclusively present the unique opportunity to acquire a fully-engineered, previously approved multifamily development site on NE Portland's MLK Jr Blvd.

- Opportunity for 83 Units (74 Apartments + 9 Live-Work Units)
- 62 Studio & 21 1-Bedroom Units Ranging from 336 - 702 Average Sq. Ft.
- Buildings 1-3 have 21 Total Units Each, with Building 4 having 20 Total Units (Incl. Live-Work)
- High-Visibility Location along the Bustling Corridor of NE MLK in Inner Northeast Portland
- Multiple Bus Lines within Short Walking Distance and Just East of Shopping and Dining Districts along N Williams Ave & N Mississippi Ave

PROPERTY OVERVIEW

Address	3800 - 3850 NE Martin Luther King Jr Blvd, Portland, OR 97212
Sale Price	\$1,900,000 \$22,892 /Unit
Land Size	19,200 SF (4 Parcels)
Proposed Rentable Building Area	35,118 SF
Proposed Total Units	83



Building 3 Rendering



Building 4 Rendering

PROPERTY OVERVIEW

Address	3800 - 3850 NE Martin Luther King Jr Blvd, Portland, OR 97212
Sale Price	\$1,900,000 \$22,892 /Unit
Gross Building Area	46,139 SF
Rentable Building Area	35,118 SF
Total Units in Development	83 Units
Residential-Only Units	74 Units
Live-Work Units	9 Units
Unit Mix	Studio (62), 1BR (21)
Total Land Area	19,200 SF (4 Parcels)
Property Zoning	CM3 - Commercial Mixed Use 3

MLK & Failing is a market-rate multifamily project featuring 83 total units (74 apartments plus 9 live-work units) in 4 contiguous buildings on 4 tax lots oriented N-S along the eastern edge of NE MLK Jr Blvd south of NE Failing St. The unit mix is studio (62 units) and 1-bedroom (21 units), ranging from 336 to 702 SF.

The 83 total unit count includes 9 live/work units on the ground floor that provide the opportunity for conversion into retail space. The development offers a projected 35,118 SF of total rentable area.

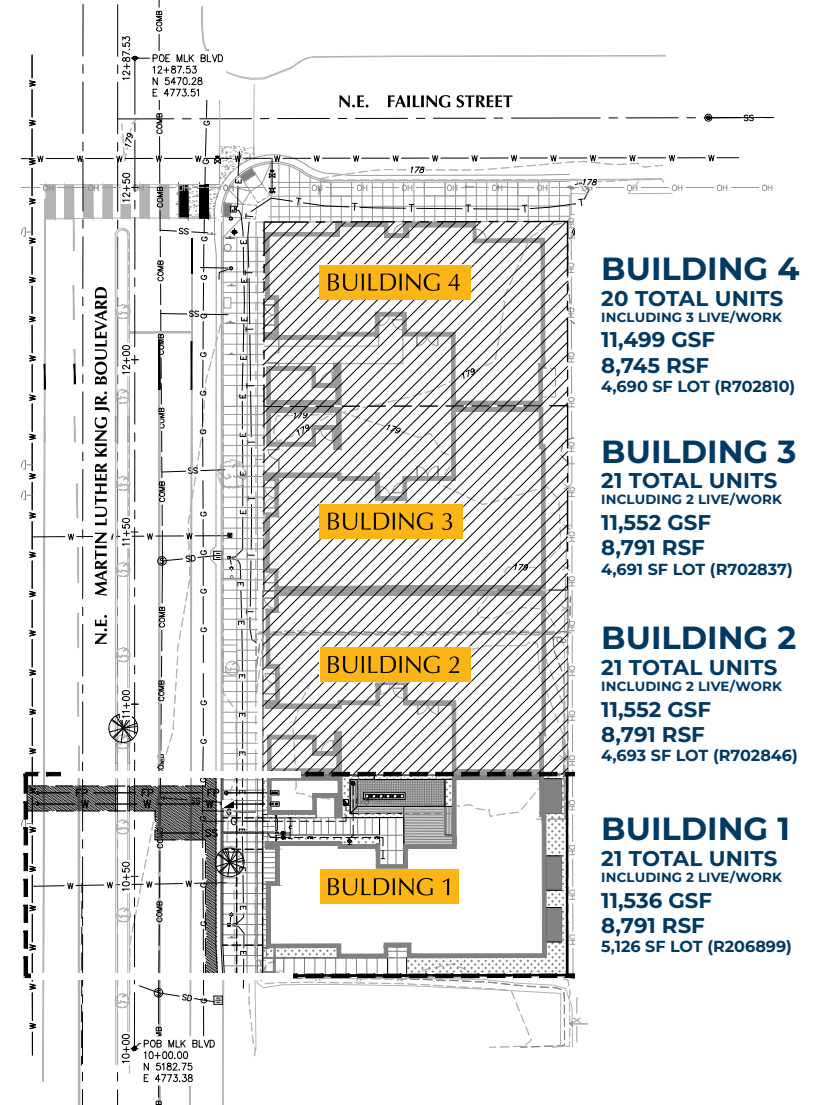
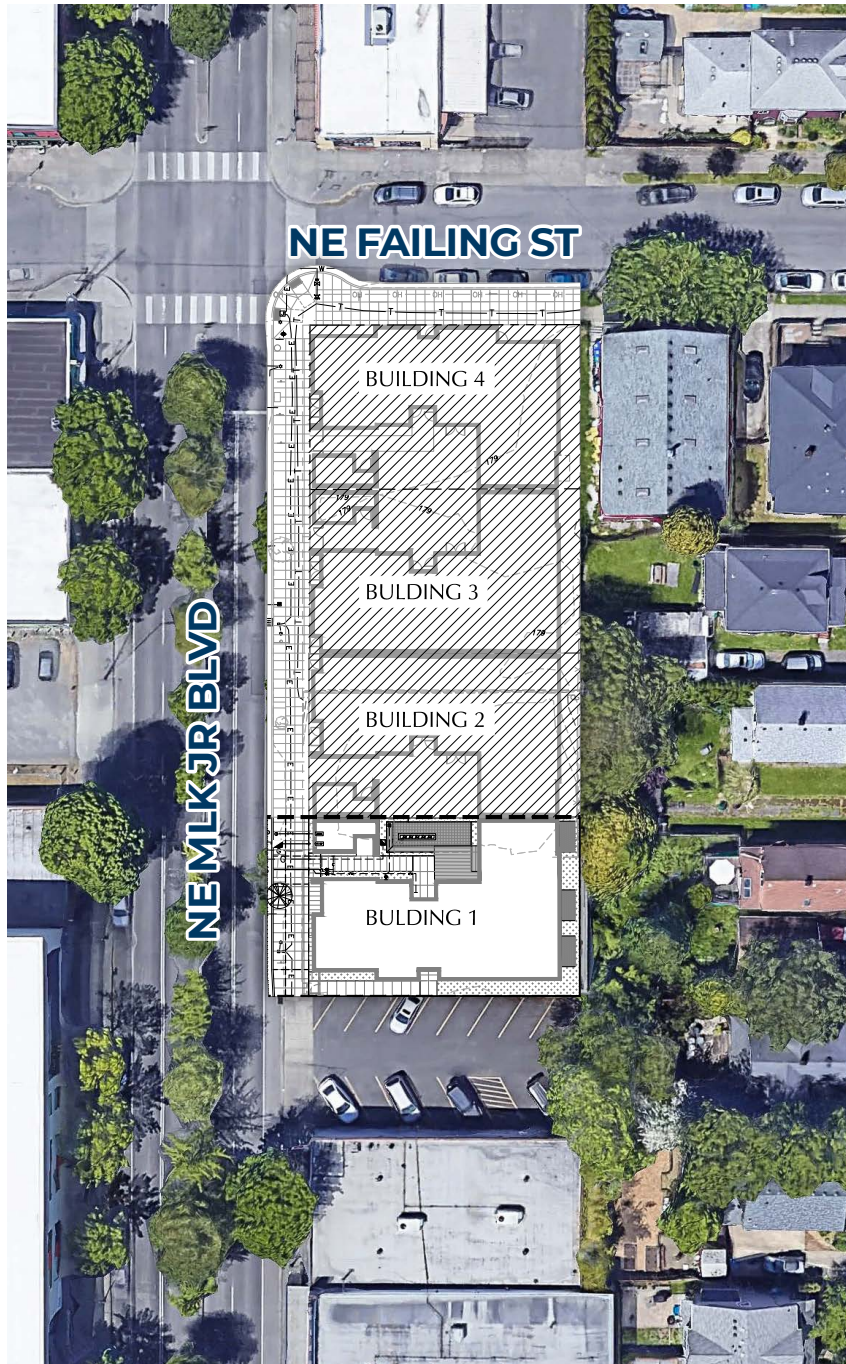
The property enjoys a high-visibility location with extensive frontage along NE MLK Jr Blvd within walking distance to shopping and dining and sits just blocks from popular retail districts on N Williams & N Mississippi avenues.

Nearby Highlights

- True Value
- Cafe Olli
- Life of Pie
- Migration Brewing
- Lua
- Ding Tea
- New Seasons Market
- Mud Bay
- Yes Please
- Maui's



SITE PLAN





AERIAL



Nearby Highlights

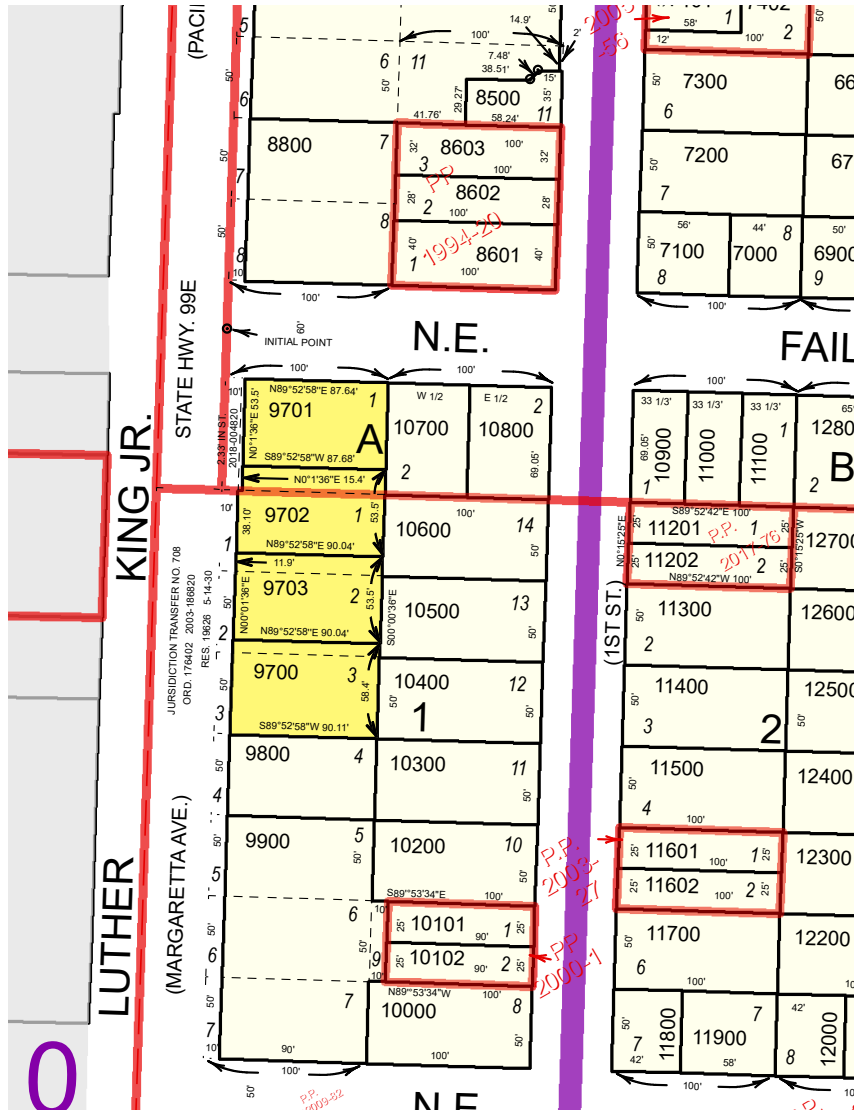
- New Seasons Market
- AleFire
- Always Here Bookstore
- Better Half
- Birrieria Pepe Chile
- Bread & Honey Cafe
- Either/Or
- Happy Cup Coffee Bar
- House of Flavor Market
- Hypnos Coffee
- Jinju Patisserie
- Kayo's Ramen
- La Cocina
- Legacy-GoHealth Urgent Care
- Life of Pie Pizza
- Matador North Portland
- Maui's Bar on Williams
- Migration Brewing
- N Mississippi Ave
- Poa Cafe
- Snowy Village Desserts
- Sushi Hada
- The Celery
- Wasabi Sushi
- XLB
- Yes Please (Vegan)

Map data ©2024 Google Imagery ©2024, Airbus, CNES / Airbus, Maxar Technologies, Metro, Portland Oregon, Public Laboratory, State of Oregon, U.S. Geological Survey, USDA/FPAC/GEO

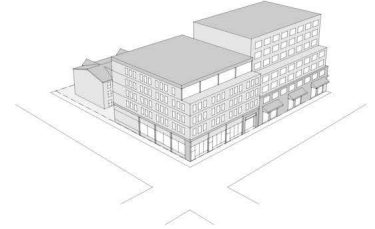


ZONING

ZONING



Commercial Mixed Use 3 (CM3)



The **CM3** zone is a large-scale, commercial mixed use zone intended for sites close to the Central City, in high-capacity transit station areas or town centers, and on civic corridors. Buildings in this zone are generally expected to be up to six stories and may be up to seven stories when bonuses are used.

For specific zoning code details, visit the [zoning code website](#). The regulations for this zone are found in [Chapter 33.130](#).

Generally, the uses and character of this zone are oriented towards:



RETAIL



OFFICE



RESIDENTIAL



INDUSTRY



INSTITUTIONAL



OPEN SPACE

Specific allowable uses include: retail sales and services, office space, household living, vehicle repair, institutional uses, and limited manufacturing and other low-impact industrial uses.

Quick facts

Location

This zone is generally applied on streets such as N Interstate, NE MLK Jr., N Williams and in town centers and districts transitioning from employment to mixed use.

65'

maximum height, which is generally 6 stories, increasing to 75' (7 stories) with bonus provisions.

3:1 FAR

increasing to 5:1 with bonus provisions.

Parking

is generally not required for non-residential uses, or for residential development that contains fewer than 30 dwelling units when development is located near transit. Parking is generally required for larger residential / mixed-use developments and in locations farther from transit.



Table 130-1
Commercial/Mixed Use Zone Primary Uses

Use Categories	CR	CM1	CM2	CM3	CE	CX
Residential Categories						
Household Living	Y	Y	Y	Y	Y	Y
Group Living	Y	Y	Y	Y	Y	Y
Commercial Categories						
Retail Sales And Service	L [1]	L [1]	Y	Y	Y	Y
Office	L [1]	L [1]	Y	Y	Y	Y
Quick Vehicle Servicing	N	L [1]	L [1]	L [1]	Y	N
Vehicle Repair	N	N	Y	Y	Y	L [4]
Commercial Parking	N	N	L [8]	L [8]	Y	CU [8]
Self-Service Storage	N	N	N	L [3]	L [3]	L [3]
Commercial Outdoor Recreation	N	N	Y	Y	Y	Y
Major Event Entertainment	N	N	CU	CU	CU	Y
Industrial Categories						
Manufacturing and Production	N	L/CU [2,4]	L/CU [2,4]	L/CU [2,4]	L/CU [2,4]	L/CU [2,4]
Warehouse and Freight Movement	N	N	N	L [2,4]	L [2,4]	N
Wholesale Sales	N	N	L [2,4]	L [2,4]	L [2,4]	L [2,4]
Industrial Service	N	N	CU [2,4]	CU [2,4]	CU [2,4]	CU [2,4]
Bulk Fossil Fuel Terminal	N	N	N	N	N	N
Railroad Yards	N	N	N	N	N	N
Waste-Related	N	N	N	N	N	N
Institutional Categories						
Basic Utilities	Y/CU [7]	Y/CU [7]	Y/CU [7]	Y/CU [7]	Y/CU [7]	Y/CU [7]
Community Service	L/CU [5]	L/CU [5]	L/CU [5]	L/CU [5]	L/CU [5]	L/CU [5]
Parks and Open Areas	Y	Y	Y	Y	Y	Y
Schools	Y	Y	Y	Y	Y	Y
Colleges	N	Y	Y	Y	Y	Y
Medical Centers	N	Y	Y	Y	Y	Y
Religious Institutions	Y	Y	Y	Y	Y	Y
Daycare	Y	Y	Y	Y	Y	Y
Agriculture	L [9]	L [9]	L/CU [10]	L/CU [11]	L/CU [11]	L/CU [10]
Aviation and Surface Passenger Terminals	N	N	N	N	CU	CU
Detention Facilities	N	N	N	CU	CU	CU
Mining	N	N	N	N	N	N
Radio Frequency Transmission Facilities	N	L/CU [6]	L/CU [6]	L/CU [6]	L/CU [6]	L/CU [6]
Rail Lines and Utility Corridors	N	CU	CU	CU	CU	CU

Y = Yes, Allowed

CU = Conditional Use Review Required

L = Allowed, But Special
Limitations

N = No, Prohibited

Table 130-2
Summary of Development Standards in Commercial/Mixed Use Zones

Standards	CR	CM1	CM2	CM3	CE	CX
Maximum FAR (see 33.130.205 and 33.130.212)	1 to 1 [1]	1.5 to 1	2.5 to 1	3 to 1	2.5 to 1	4 to 1
- Bonus FAR (see 33.130.212)	NA	See Table 130-3	See Table 130-3	See Table 130-3	See Table 130-3	See Table 130-3
Minimum Density (see 33.130.207)	NA	NA	1 unit per 1,450 sq. ft. of site area	1 unit per 1,000 sq. ft. of site area	NA	NA
Base Height (see 33.130.210.B.1)	30 ft.	35 ft.	45 ft.	65 ft.	45 ft.	75 ft.
Step-down Height (see 33.130.210.B.2)	NA	NA	35 ft.	35 ft.	35 ft.	35 ft.
- Within 25 ft. of lot line abutting RF-R2.5 zones	NA	NA	45 ft.	45 ft.	45 ft.	45 ft.
- Within 25 ft. of lot line abutting RM1 and RMP Zones	NA	NA	45 ft.	45 ft.	45 ft.	45 ft.
- Within 15 ft. of lot line across a local service street from RF – R2.5 zones and RM1 and RMP zones	NA	NA	45 ft.	45 ft.	45 ft.	45 ft.
- Bonus Height (see 33.130.212)	NA	NA	See Table 130-3	See Table 130-3	See Table 130-3	See Table 130-3
Min. Building Setbacks (see 33.130.215.B)						
- Street Lot Line	none	none	none	none	none	none
- Street Lot Line abutting selected Civic Corridors	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
- Street Lot Line across a local street from an RF – RM2 or RMP Zone.	none	none	5 or 10 ft.	5 or 10 ft.	5 or 10 ft.	5 or 10 ft.
Min. Building Setbacks (see 33.130.215.B)						
- Lot Line Abutting OS, RX, C, E, or I Zoned Lot	none	none	none	none	none	none
- Lot Line Abutting RF – RM4, RMP, or IR zoned Lot	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Max. Building Setbacks (see 33.130.215.C)						
- Street Lot Line	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
- Street Lot Line Abutting Selected Civic Corridors	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Max. Building Coverage (% of site area)						
- Inner Pattern Area	85%	85%	100%	100%	85%	100%
- Eastern, Western, and River Pattern Areas (see 33.130.220)	75%	75%	85%	85%	75%	100%
Min. Landscaped Area (% of site area) (see 33.130.225)	15%	15%	15%	15%	15%	None
Landscape Buffer Abutting an RF – RM4 or RMP Zoned Lot (see 33.130.215.B)	10 ft. @ L3	10 ft. @ L3	10 ft. @ L3	10 ft. @ L3	10 ft. @ L3	10 ft. @ L3
Required Residential Outdoor Area (see 33.130.228)	Yes	Yes	Yes	Yes	Yes	No
Ground Floor Window Standards (see 33.130.230.B)	Yes	Yes	Yes	Yes	Yes	Yes

Table 130-3
Summary of Bonus FAR and Height

	CM1	CM2	CM3	CE	CX
Overall Maximums Per Zone					
Maximum FAR with bonus	2.5 to 1	4 to 1	5 to 1	4 to 1	6 to 1
Maximum height with bonus	35 ft.	55 ft. [1] 75 ft. [2]	75 ft. 120 ft. [2]	45 ft.	85 ft. 120 ft. [2]
Increment of Additional FAR and Height Per Bonus					
Inclusionary Housing (see 33.130.212.C)	FAR Height 1 to 1 none	1.5 to 1 10 ft.	2 to 1 10 ft.	1 to 1 none	2 to 1 10 ft.
Affordable Commercial Space (see 33.130.212.D)	FAR Height 0.5 to 1 none	0.75 to 1 10 ft.	1 to 1 10 ft.	0.5 to 1 none	1 to 1 10 ft.
Planned Development (see 33.130.212.E)	FAR Height none none	1.5 to 1 up to 30 ft.	2 to 1 up to 55 ft.	1.5 to 1 up to 30 ft.	2 to 1 up to 45 ft.

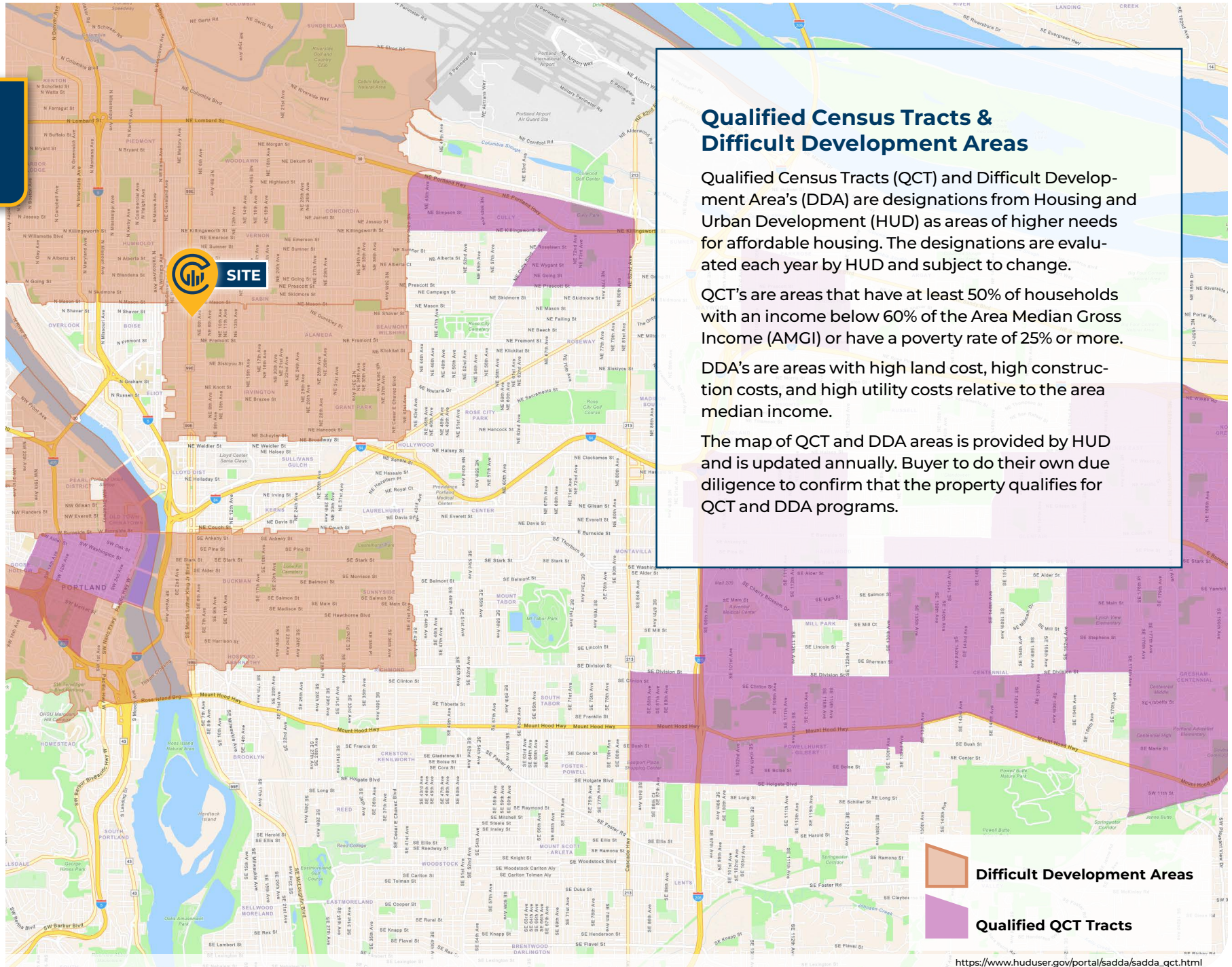
[2] This larger overall maximum is only allowed through the Planned Development bonus option and required Planned Development Review.

C. **Inclusionary housing bonus.** Maximum height and FAR may be increased as stated in Table 130-3 if one of the following is met:

1. **Mandatory inclusionary housing.** Bonus height and FAR is allowed for development that triggers 33.245, Inclusionary Housing. The amount of bonus floor area allowed is an amount equal to the net building area of the building that triggers 33.245, up to the increment of additional FAR allowed as stated in Table 130-3. To qualify for this bonus, the applicant must provide a letter from the Portland Housing Bureau certifying that the regulations of 33.245 have been met; or



QCT & DDA OVERVIEW

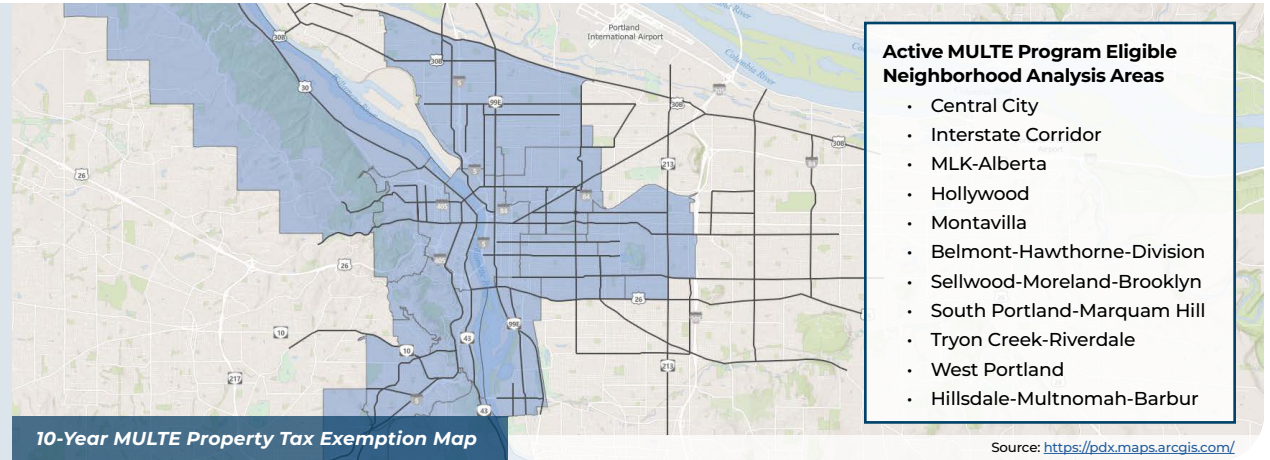




MULTI-FAMILY HOUSING INCENTIVES

Landmark Multi-Family Housing Incentives

On July 16, 2025, Portland City Council passed Ordinance 2025-243, enacting a temporary waiver of all System Development Charges (SDCs) for eligible residential housing projects. Combined with other recent regulatory incentives, this policy creates a rare opportunity to advance projects with substantially lower costs and fewer permitting hurdles.



Summary of Key Incentives

1. System Development Charge Waiver (2025–2028)

- Applies to new residential dwelling units and congregate living facilities, including multifamily and middle housing.
- Waives all SDCs (transportation, sewer, water, parks, and stormwater), with approximate savings of \$20,000 per unit.
- Applies to projects with permits issued after August 15, 2025
- Construction must begin within 12 months of permit issuance, or a construction guarantee must be submitted.
- Projects already under construction or with issued permits are not eligible.
- This incentive sunsets September 30, 2028.

2. 10-Year MULTE Property Tax Exemption

- Projects providing units affordable to households earning 60% of Area Median Income (AMI) may qualify for full property tax exemption on residential square footage for 10 years.
- This includes projects that participate in the City of Portland's mandatory inclusionary housing requirements which also provide FAR and, in some cases, height bonuses.
- Applies in eligible neighborhoods as shown on the [City of Portland's MULTE Map](#).

Active MULTE Program (IH Subject)		
IH Options (Applies to building with the restricted units)		
	80% AMI	60% AMI
Located within Central City Plan District	100%	100%
Located within Eligible Neighborhood Analysis Area	IH Units only	100%
Located outside Eligible Neighborhood Analysis Area	IH Units only	IH Units only

3. No Minimum Parking Requirements

- Citywide elimination of minimum parking mandates continues, allowing for more flexible site design and reduced development cost.

4. Ground Floor Active Use Requirements Suspended

- In zones with a Design ('d') or Storefront ('m') overlay, the requirement for ground-floor active uses is suspended through January 1, 2029, enabling more streamlined and cost-effective ground-level design for mixed-use developments.
- This is also an opportunity to convert existing vacant retail space to dwelling units.

5. Reduced Bicycle Parking Requirements

- Reduced long- and short-term bicycle parking ratios are in effect through January 1, 2029, simplifying compliance and reducing square footage allocated to non-income generating uses.

Pertinent Dates

- SDC waiver effective date: **August 15, 2025**
- SDC waiver expiration: **September 30, 2028**
- Ground floor active use & bike parking relief expiration: **January 1, 2029**

Links



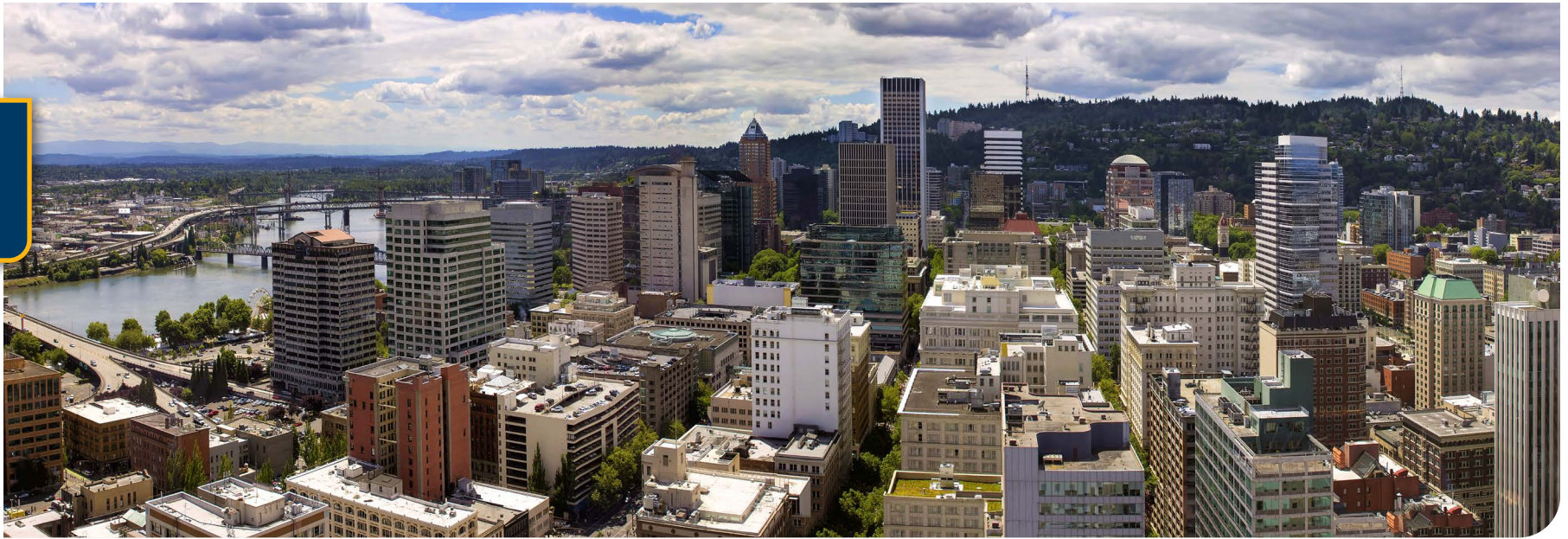
CLICK TO VIEW MAP



CLICK TO VIEW DETAILS



WHY PORTLAND



Portland's geographic beauty, economic vibrancy, commitment to sustainability, and rich cultural scene, makes it a superb place to work and live.

Its diverse neighborhoods, collaborative spirit, and accessibility makes it a prime destination for both residents and businesses. These factors collectively make Portland a compelling choice for future investment.

Geography

Nestled at the confluence of the Willamette and Columbia Rivers in the Pacific Northwest, Portland, Oregon, is a city of diverse nicknames—*Bridgetown*, *the City of Roses*, *Stumptown*—all indicative of its unique character, rich history, and stunning geographic beauty.

Portland stands out as the largest economic and population center on the West Coast between San Francisco and Seattle. Ranked as the nation's 26th largest Metropolitan Statistical Area (MSA), Portland's vibrant downtown and waterfront serve as the core of a metropolitan region hosting more than 2.5 million people.

Economy

The city has attracted an impressive in-migration of technology-centric firms such as **Microsoft**, **Google**, **Mozilla**, and **Squarespace**, alongside organic growth from local giants like **Nike**, **Adidas**, **Intel**, and **Mentor Graphics**. This influx has fueled economic growth and contributed to record-low unemployment rates.

Known for encouraging entrepreneurship, fostering diversity, and promoting sustainability, Portland's eclectic culture draws in talented people who often become long-term residents.

Esteemed educational institutions, including **Oregon Health & Science University (OSHU)**, **Portland State University** and **Reed College**, contribute to the city's intellectual capital and education hub identity.

Transit

The city's compact footprint and commitment to urban design provide convenient proximity to downtown, easy access to **Portland International Airport (PDX)**, and a plethora of outstanding amenities.

An extensive streetcar network and bike lanes, in addition to TriMet buses and MAX light rail, contribute to the overall accessibility of the city. These alternative commute options, a preference among young professionals, ultimately save time and money for both employers and employees in the region.

Life & Culture

Livability and affordability are hallmarks of the Portland area, making it an ideal destination for those seeking a high quality of life. The region boasts abundant natural beauty, a mild climate, and a wide variety of housing options. The city's commitment to sustainability, seen in its extensive public transportation system and eco-friendly urban planning, further enhances its overall appeal.

Portland shines as a cultural and artistic hub. A thriving artisan culture celebrated through craft breweries, distilleries, and coffee roasters emphasizes local and handmade products. The city hosts numerous theaters, galleries, and music venues, with the **Portland Art Museum** standing as a testament to its commitment to the arts.

Culinary Scene

Culinary excellence and a thriving food scene, aptly earning Portland the nickname "*Beervana*," further contribute to its vibrant cultural identity. And let's not forget the food cart culture—Portland's food carts offer a diverse array of culinary delights, representing flavors from around the world scattered across the city in food cart pods. Strong community engagement is a hallmark, evident in various events, farmers' markets, and festivals that foster a close-knit atmosphere.

MAJOR EMPLOYERS IN THE REGION



PORTLAND REGION

intel®

PROVIDENCE
Health & Services



Fred Meyer



Lam®
RESEARCH



usbank



Alaska®
AIRLINES

DAIMLER
TRUCK



Jacobs



FISHER INVESTMENTS®



The greater Portland-Vancouver-Hillsboro metro area is a West Coast cultural and economic hub. It occupies center stage in Oregon and southwest Washington's economic performance.

Historically reliant on timber, fishing and agriculture, the area is now known as a hotbed for technology, healthcare, finance, and apparel industries.

Often called the "Silicon Forest", the area enjoys the presence of major information and technology companies such as Intel, Hewlett-Packard, Tektronix, Siemens, Salesforce, and Boeing.

Healthcare is a major employment driver in the region. Numerous hospitals and medical research centers including OHSU, Kaiser Permanente, Providence, Legacy Health and PeaceHealth are integral to the physical and economic health of the region.

Globally-recognized sports and outdoor performance apparel companies such as Nike and Columbia Sportswear are headquartered in the area.

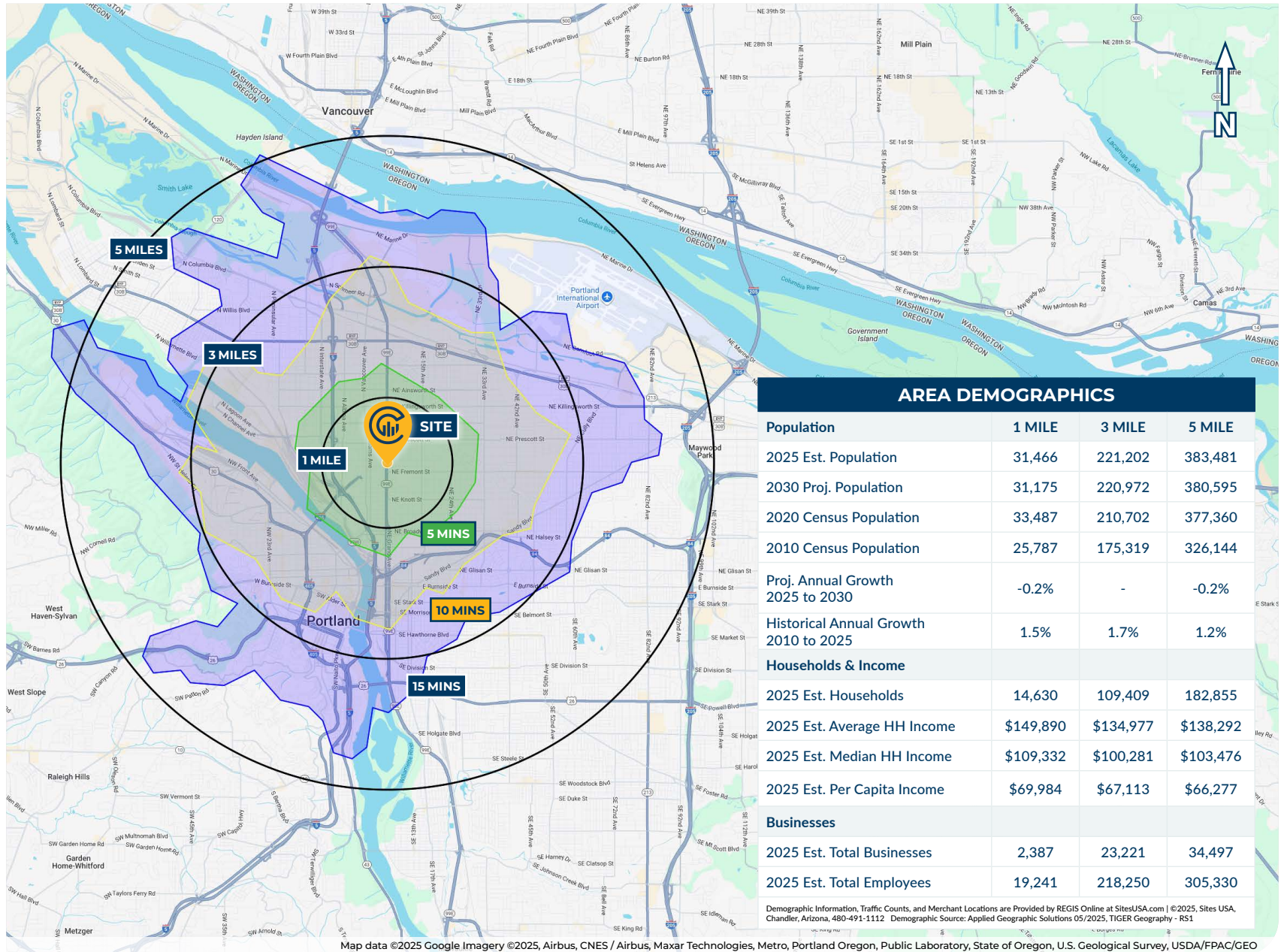
Portland's proximity to Silicon Valley and Seattle has made it an attractive destination for many California and Washington-headquartered technology companies to maintain operations in the area with its business-friendly environment and growing inventory of class-A office-focused real estate.

<https://www.greaterportlandinc.com/research-center/major-employers>

PROPERTY DRIVE-TIME & DEMOGRAPHICS



DRIVE TIMES & DEMOGRAPHICS





OREGON 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.

MLK & FAILING APARTMENTS

3800 - 3850 NE Martin Luther King Jr Blvd, Portland, OR 97212

CELEBRATING
20
YEARS
OF CAPACITY

REPRESENTED BY

NICHOLAS G. DIAMOND

Principal Broker | Licensed in OR & WA
503-222-2655 | ndiamond@capacitycommercial.com

RILEY M. HENDERSON

Senior Associate Broker | Licensed in OR & WA
503-975-9301 | riley@capacitycommercial.com

GEORGE N. DIAMOND

Principal Broker | Licensed in OR & WA
503-222-2178 | gdiamond@capacitycommercial.com



Capacity Commercial Group | 805 SW Broadway, Suite 600, Portland, OR | 503-326-9000 | capacitycommercial.com

The information contained herein has been obtained from sources deemed reliable. However, Capacity and its agents make no guarantee of accuracy.