

# LEASE

DOWNTOWN STAYTON

247 North 3rd Avenue Stayton, OR 97383



## PROPERTY DESCRIPTION

Introducing 247 North 3rd Avenue, Stayton, OR, 97383, a downtown commercial property available for lease. This versatile space features full window frontage offering natural light, ideal for showcasing merchandise or creating an inviting workspace. With its prominent street frontage, this property provides excellent visibility for businesses seeking to attract foot traffic. The open layout offers flexibility for various business concepts, while the convenient location ensures easy access for customers and employees alike. Discover the potential of this sought-after location, perfectly suited for retail, office, or food service industry. Elevate your business presence with this exceptional leasing opportunity.

## PROPERTY HIGHLIGHTS

- Prominent street frontage
- Fixtures, Furnishing and Equipment - Negotiable
- Modified Gross Lease Rate
- Grocery/Farmers Market Set-Up

## LOCATION DESCRIPTION

Nestled in charming Stayton, this vibrant community offers a perfect blend of small-town charm and modern conveniences. The area is dotted with quaint cafes, locally-owned shops, and lush green spaces, providing a welcoming environment for businesses and employees alike. Nearby points of interest include Pioneer Park, offering a tranquil retreat for lunchtime strolls, and the historic downtown district with its unique boutiques and eateries. With a strong sense of community and a welcoming business environment, the location presents an ideal setting for businesses seeking a well-balanced work-life experience.

SPACES	LEASE RATE	SPACE SIZE
247	\$1.00 SF/month	2,400 SF

**Laura Kuster**  
lkuster@cbcre.com

**Pam Rushing**  
(503) 884-0457  
prushing@cbcre.com

**Melissa Rodriguez**  
(971) 388-5154  
mrodriguez@cbcre.com

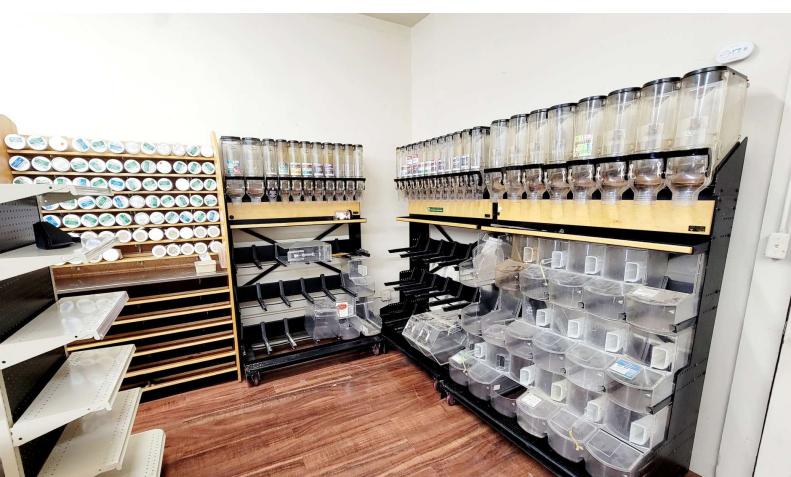


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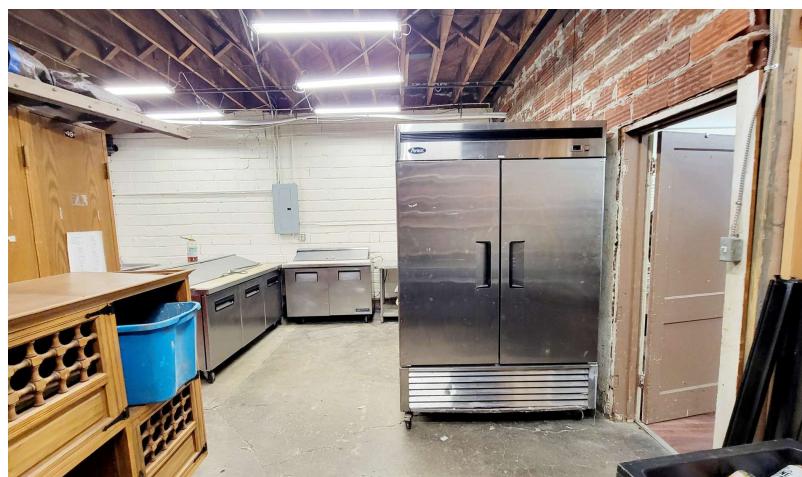
**Melissa Rodriguez**  
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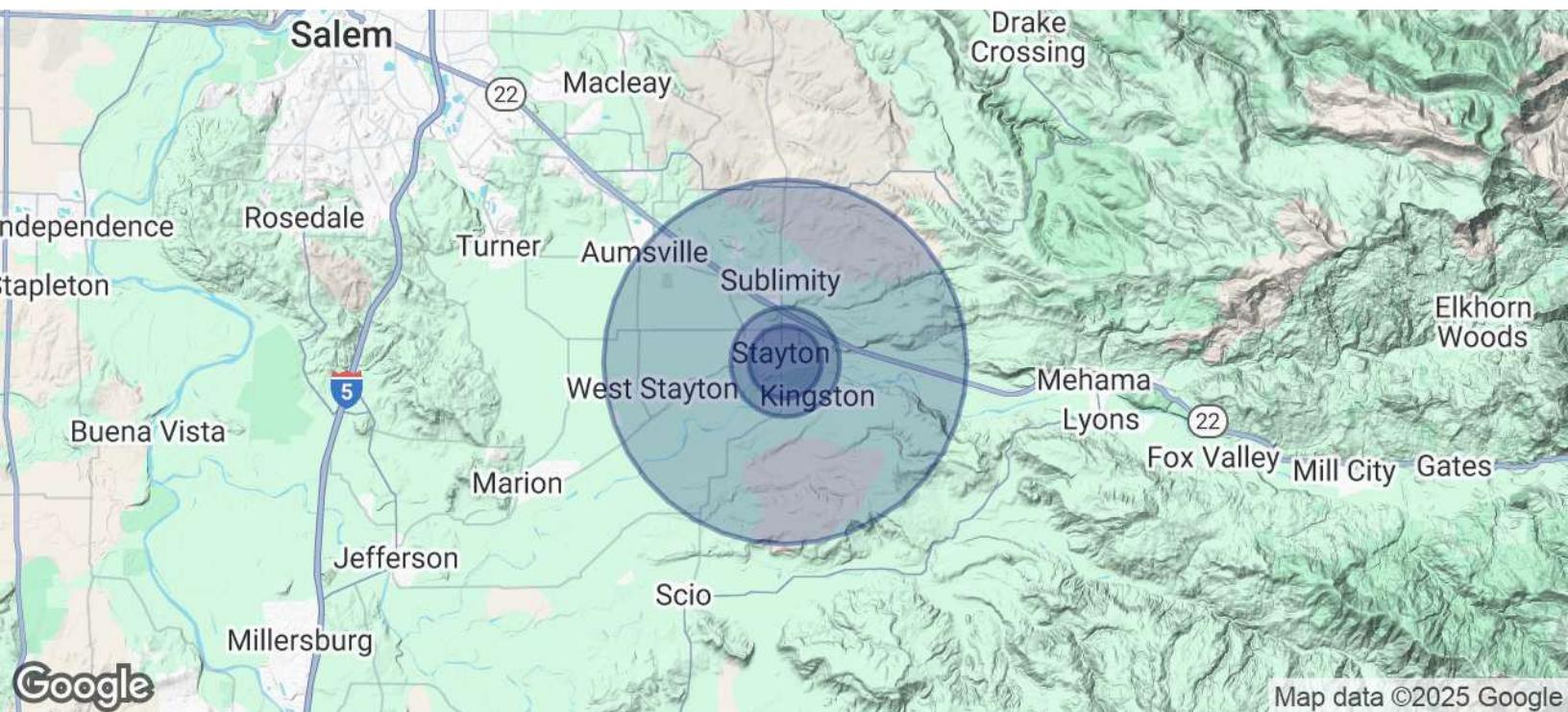
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POPULATION	1 MILE	1.5 MILES	5 MILES
Total Population	5,517	7,969	16,593
Average Age	40	40	42
Average Age (Male)	38	39	41
Average Age (Female)	41	41	43
HOUSEHOLDS & INCOME	1 MILE	1.5 MILES	5 MILES
Total Households	2,109	2,998	6,022
# of Persons per HH	2.6	2.7	2.8
Average HH Income	\$78,529	\$80,171	\$86,886
Average House Value	\$507,573	\$498,652	\$514,896
ETHNICITY (%)	1 MILE	1.5 MILES	5 MILES
Hispanic	18.5%	18.8%	13.8%
RACE	1 MILE	1.5 MILES	5 MILES

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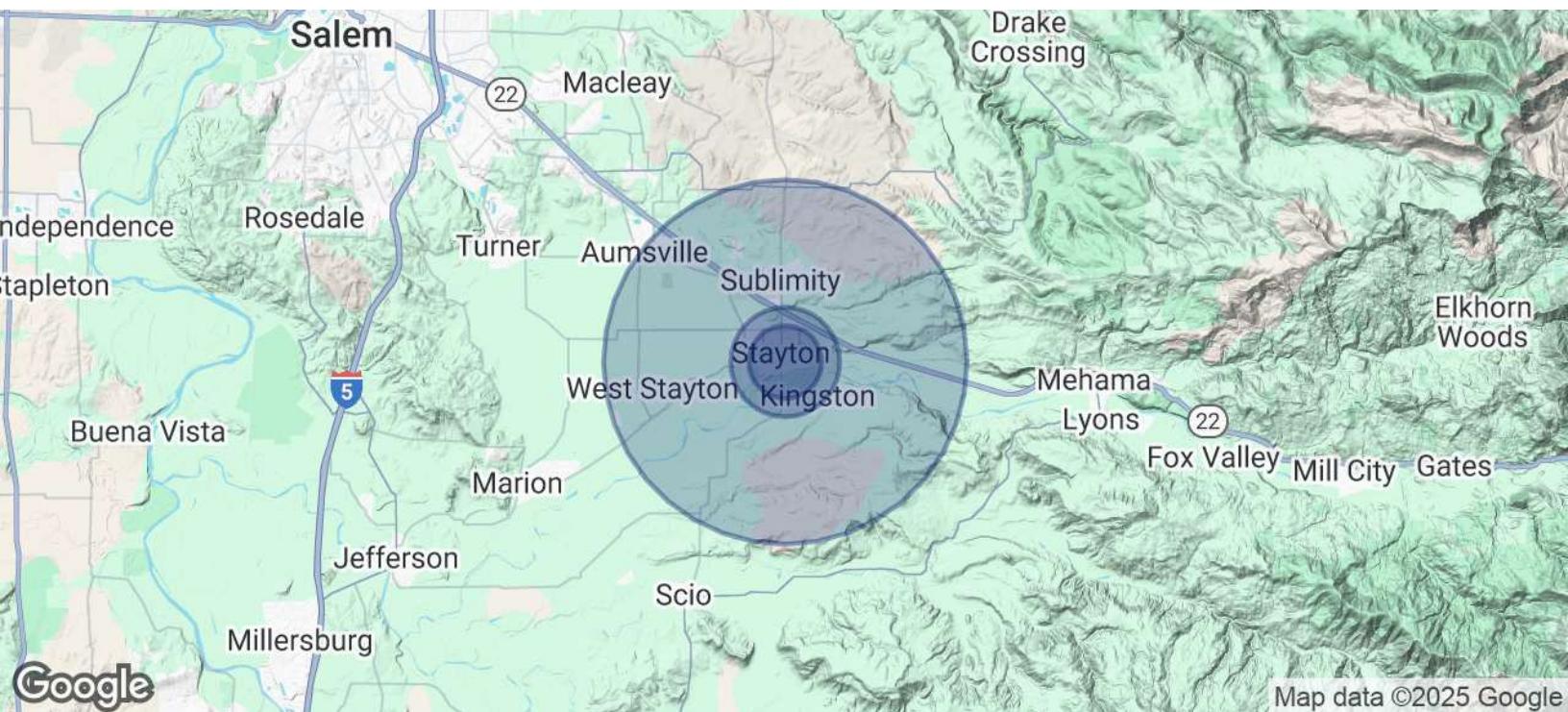


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Total Population - White	4,226	6,041	13,379
Total Population - Black	40	61	98
Total Population - Asian	51	72	146
Total Population - Hawaiian	14	19	33
Total Population - American Indian	88	128	214
Total Population - Other	499	801	1,136

*Demographics data derived from AlphaMap*

**Laura Kuster**  
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**LAURA KUSTER**

Commercial Broker

**Direct:** (971) 719-2974

[lkuster@cbc.com](mailto:lkuster@cbc.com)



**PAM RUSHING**

Principal Broker

**Direct:** (503) 884-0457 **Cell:** (503) 884-0457

[prushing@cbc.com](mailto:prushing@cbc.com)

OR #200202271

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**Laura Kuster**  
[lkuster@cbc.com](mailto:lkuster@cbc.com)

**Pam Rushing**  
(503) 884-0457  
[prushing@cbc.com](mailto:prushing@cbc.com)

**Melissa Rodriguez**  
(971) 388-5154  
[mrodriguez@cbc.com](mailto:mrodriguez@cbc.com)



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**MELISSA RODRIGUEZ**

Principal Broker

**Direct:** (503) 566-5718 **Cell:** (971) 388-5154

[mrodriguez@cbcre.com](mailto:mrodriguez@cbcre.com)

OR #201222077

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**Laura Kuster**  
[lkuster@cbcre.com](mailto:lkuster@cbcre.com)

**Pam Rushing**  
(503) 884-0457  
[prushing@cbcre.com](mailto:prushing@cbcre.com)

**Melissa Rodriguez**  
(971) 388-5154  
[mrodriguez@cbcre.com](mailto:mrodriguez@cbcre.com)



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**INITIAL AGENCY DISCLOSURE (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 you 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:

- a. To the seller, the duties listed above for a seller's agent;
- b. To the buyer, the duties listed above for a buyer's agent; and
- c. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the other person:
  - i. That the seller will accept a price lower or terms less favorable than the listing price or terms;
  - ii. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
  - iii. 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.*