

### PRICE REDUCED | DEVELOPMENT SITE

# **FOR SALE**



### 33817 MARTIN ROAD CRESWELL, OR 97426

#### PROPERTY OVERVIEW

Three tax lots totaling 9.57 acres available for acquisition in Creswell. Zoned Residential, the property represents a prime development opportunity with I-5 frontage.

#### PROPERTY HIGHLIGHTS

- 9.57 Acres
- 1,528 SF home (of little to no value)
- Prime development opportunity
- I-5 frontage and good signage capabilities visible to I-5
- Zoned Residential
- Sale Price: \$575,000

#### LOCATION OVERVIEW

The subject property is located off of Oregon Route 99 in Creswell with easy access and egress to I-5. Positioned along the I-5 corridor in the Willamette Valley, Creswell sits 13 miles south of Eugene, 60 miles north of Roseburg, and is home to a general aviation airport, Hobby Field.





# **LAND LOTS**

Creswell Development Site 33817 Martin Road, Creswell, OR 97426

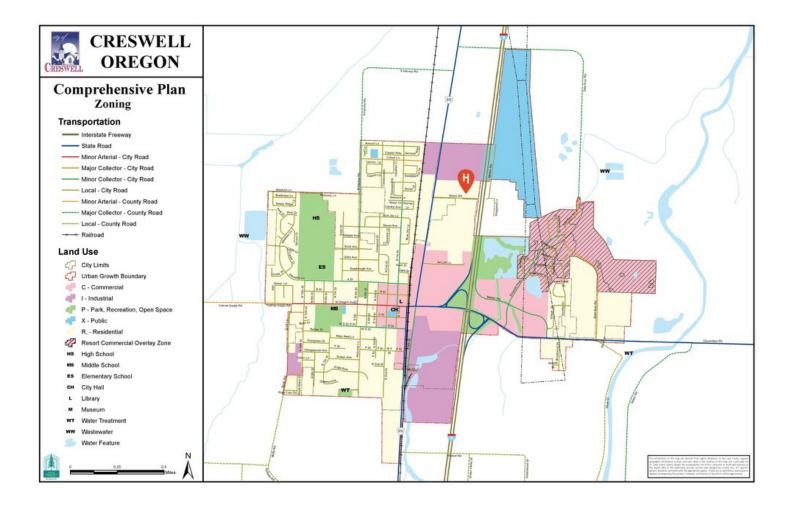


STATUS	LOT#	ADDRESS	APN	SIZE	ZONING
Available	1	33817 Martin Rd	1585817	0.28 Acres	Residential
Available	2		0830933	4.66 Acres	Residential
Available	3		0830909	4.63 Acres	Residential



### **CRESWELL ZONING MAP**

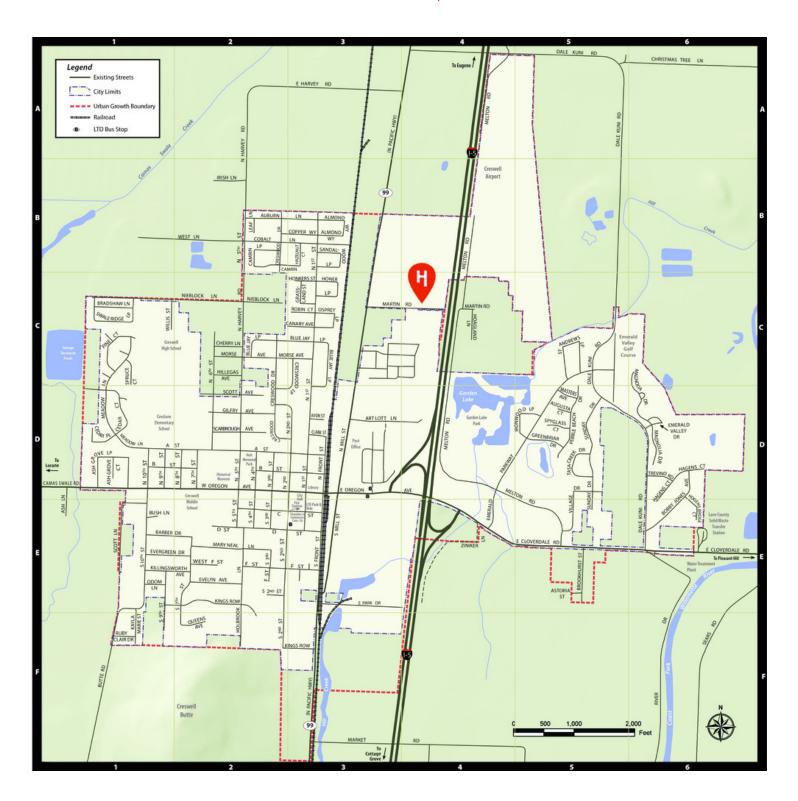
Creswell Development Site 33817 Martin Road, Creswell, OR 97426





## CITY OF CRESWELL MAP

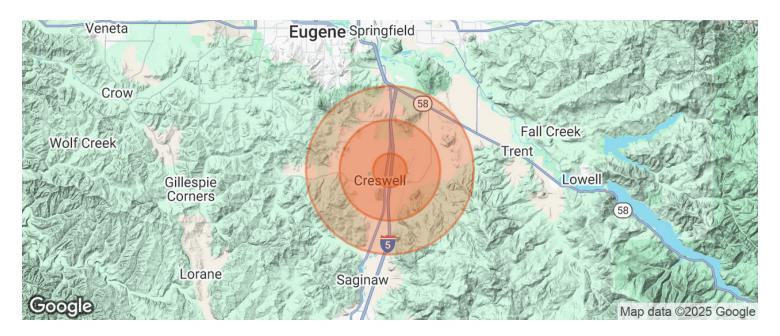
Creswell Development Site 33817 Martin Road, Creswell, OR 97426





### **DEMOGRAPHICS MAP & REPORT**

Creswell Development Site 33817 Martin Road, Creswell, OR 97426



POPULATION	1 MILE	3 MILES	5 MILES
Total population	4,861	8,604	11,718
Median age	41	42	43
Median age (Male)	40	41	42
Median age (Female)	42	43	44
HOUSEHOLDS & INCOME	1 MILE	3 MILES	5 MILES
Total households	1,790	3,180	4,353
# of persons per HH	2.7	2.7	2.7
Average HH income	\$110,261	\$108,307	\$113,178
Average house value	\$488,357	\$547,180	\$615,662

<sup>\*</sup> Demographic data derived from 2010 US Census

#### POPULATION NARRATIVE

Since the 1970s, Creswell has grown rapidly as it has increased in appeal as a bedroom community due to the development of transportation infrastructure between Creswell and the Eugene-Springfield area, comparatively low housing costs, and its appeal as a small town (Ross et al., 1993; ECONorthwest, 2005). Creswell has had a higher growth rate than Lane County and Oregon during every decade since the 1970s, and the city is projected to continue growing faster than Lane County and every city in it other than Coburg between 2004 and 2025 (ECONorthwest, 2005). The average annual growth rate between 1970 and 2005 was 3.9%, equaled in Lane County only by Florence (Lane Council of Governments [LCOG], 2006). This population growth rate is paralleled by Creswell's sharp increase in the number of single family homes between 2000 and 2005 (LCOG, 2006). Today, the city has 5,360 inhabitants, and is expected to reach 7,300 by 2025 (LCOG, 2005; Revised Oregon 2010 Population Estimates).

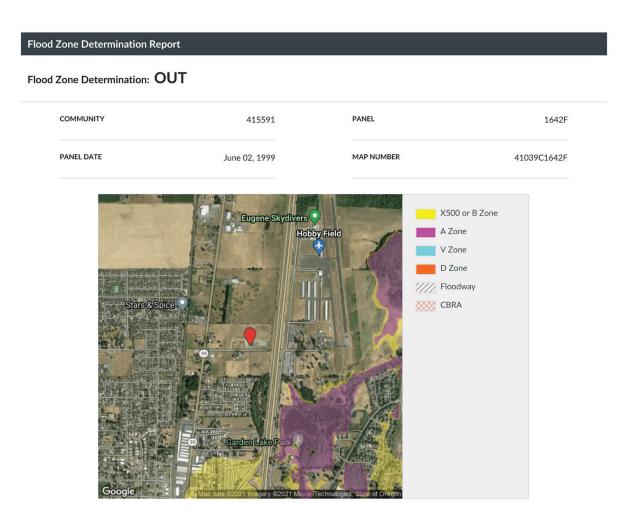
#### Sources:

https://www.ci.creswell.or.us/community/page/demographics



## **FLOOD MAP**

Creswell Development Site 33817 Martin Road, Creswell, OR 97426



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#### 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;
- 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:
- 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.