

**FOR SALE**

# DIAMOND LAKE JUNCTION

94401 HWY 97N  
Chemult, OR 97731



**\$800,000 | 4.81 Acres**

**PRESENTED BY CAPACITY COMMERCIAL GROUP**



**ASHTON SUMMERS**  
Sr. Associate Broker | Licensed in OR & WA  
503-747-9586  
ashton@capacitycommercial.com

**MICHAEL CRISP**  
Associate Broker | Licensed in OR  
503-739-9904  
mdcrisp@capacitycommercial.com





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## DISCLAIMER

Capacity Commercial Group, LLC ("Agent") have been engaged as the exclusive agent for the sale of **94401 HWY 97N, Chemult, OR 97731** (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.





## 4.81 ACRE DEVELOPMENT LAND

**Capacity Commercial Group** is pleased to exclusively present the unique opportunity to acquire a premier development site in Chemult, Oregon.

Diamond Lake Junction offers a strategic foothold in a mountain-gateway location with direct access to national forests, high-elevation recreation, and major highway frontage. The property intersects Highway 138 and Highway 97 with unobstructed visibility and access, thereby facilitating a travel redevelopment opportunity.

The owner has conducted a 2025 PetroREPORT Site Feasibility study, and the property supports an ~\$8,000,000 travel center development (contact broker for details). The offering also includes ownership of the Tesla charging stations and income from current RV and boat storage tenants, creating a covered land play that mitigates redevelopment costs.

### PROPERTY OVERVIEW

Address	94401 HWY 97N, Chemult, OR 97731
Sale Price	\$800,000   \$3.82 /SF   \$166,320 /Acre
Total Land Size	4.81 Acres (209,524 SF)
Current NOI	\$17,877
In-Place Cap Rate	2.235%





## PROPERTY DETAILS

Address	94401 HWY 97N, Chemult, OR 97731
Sale Price	\$800,000
Price per SF   Acre	\$3.82 /SF   \$166,320 /Acre
Current NOI	\$17,877
In-Place Cap Rate	2.235%
Tesla Lot (Parcel 88675)	0.23 Acres (10,020 SF)
Café Lot (Parcel 88684)	4.58 Acres (199,504 SF)
Total Lot Size	4.81 Acres (209,524 SF)
Property Zoning	<u>Rural Service Center</u> <u>Commercial (RSC-C)</u>

## Investment Highlights

**Ideal Travel Center Redevelopment Site.** A 2025 PetroREPORT Site Feasibility study concludes that an ~\$8,000,000 travel center could be supported at the subject property. This study is available for qualified buyers upon execution of a non-disclosure agreement (NDA).

**Covered Land Play Mitigates Redevelopment Costs.** Diamond Lake Junctions includes eight (8) Tesla supercharging stations and month-to-month (MTM) tenants storing trailers, RVs, and boats. This income stream exceeds the monthly operating expenses of the property, creating positive cash flow that mitigates its redevelopment costs.

**Flexible Zoning Enables Multiple Development Options.** The Rural Service Center Commercial (RSC-C) zoning enables opportunities for commercial, hospitality, civic, or mixed-use usage—e.g., auto service stations, truck stops, lodging (35 max units), campgrounds, stables, RV parks, cabins, mini storage facilities, etc. (see pg 12). The strong access to outdoor recreation broadens the use case beyond mere landholding or limited uses, i.e., forestry.

**Long-term Appreciation in Outdoor Community.** The property offers immediate access to a wide variety of outdoor activities, including hiking, camping, fishing, boating, snowmobile trails, cross-country skiing, dogsledding, and others at nearby parks and lakes. All traffic from major cities north of the property converges and passes Diamond Lake Junction en route to these nearby attractions, establishing long-term location value.





## PROPERTY PHOTOS



### PROPERTY DETAILS

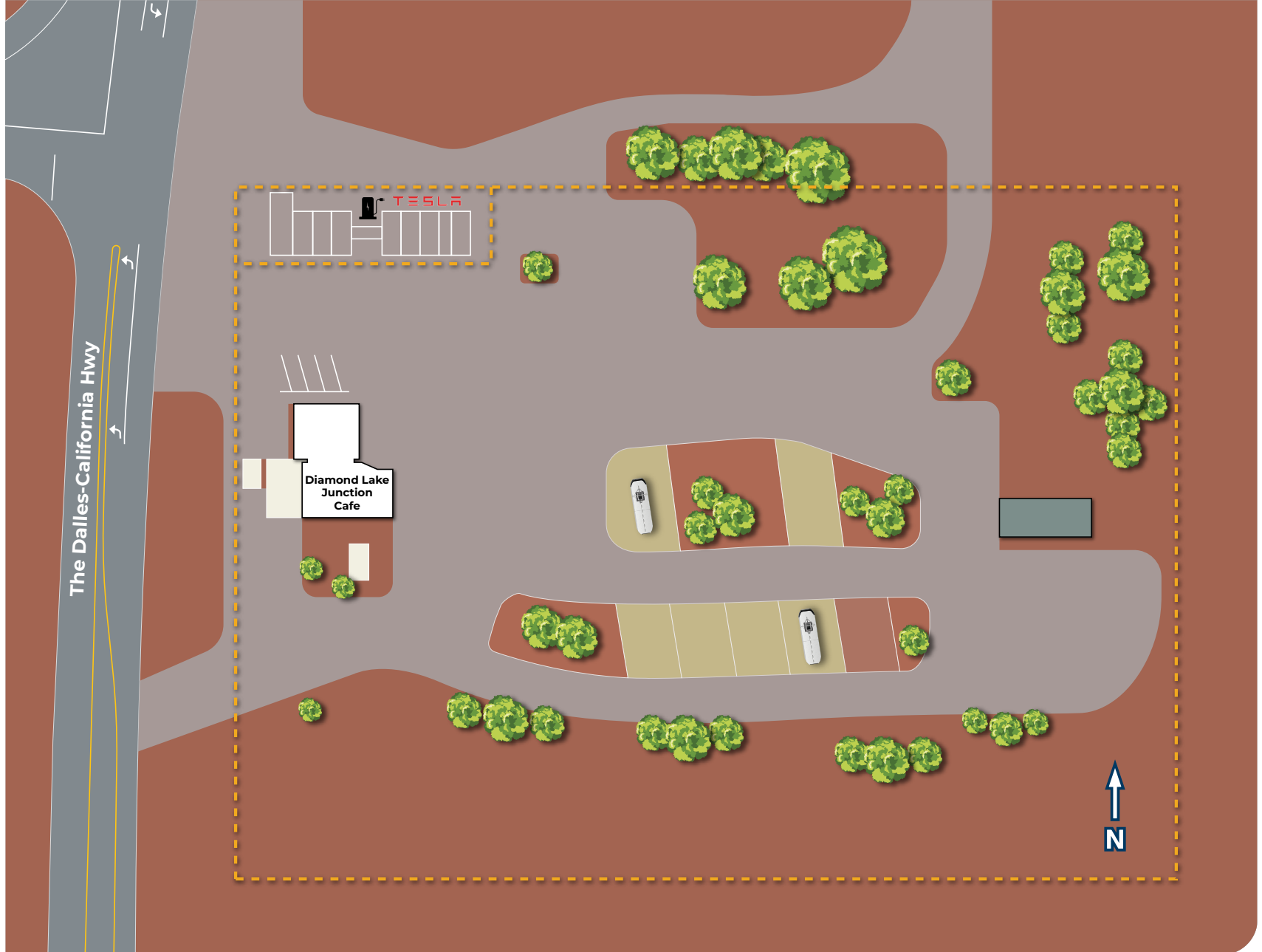
Address	94401 HWY 97N, Chemult, OR 97731
Cross Streets	HWY 138 & HWY 97
Site Area	4.81 Acres (209,524 SF)
# of Buildings	Two (2) – Café & Residence
# of Tenants	Seven (7)
Parcel Numbers	88675 & 88684
Frontage & Access	The site has ±383 feet of frontage along HWY 97. There are two primary access points at the north and south ends of the parcel.
Annual Millage Rate <sup>[1]</sup>	11.3695 (2025)

<sup>[1]</sup> One mill represents \$1 of tax for every \$1,000 of assessed property value.



# SITE PLAN

## SITE PLAN





# GATEWAY TO CRATER LAKE NATIONAL PARK



## Gateway to Crater Lake National Park

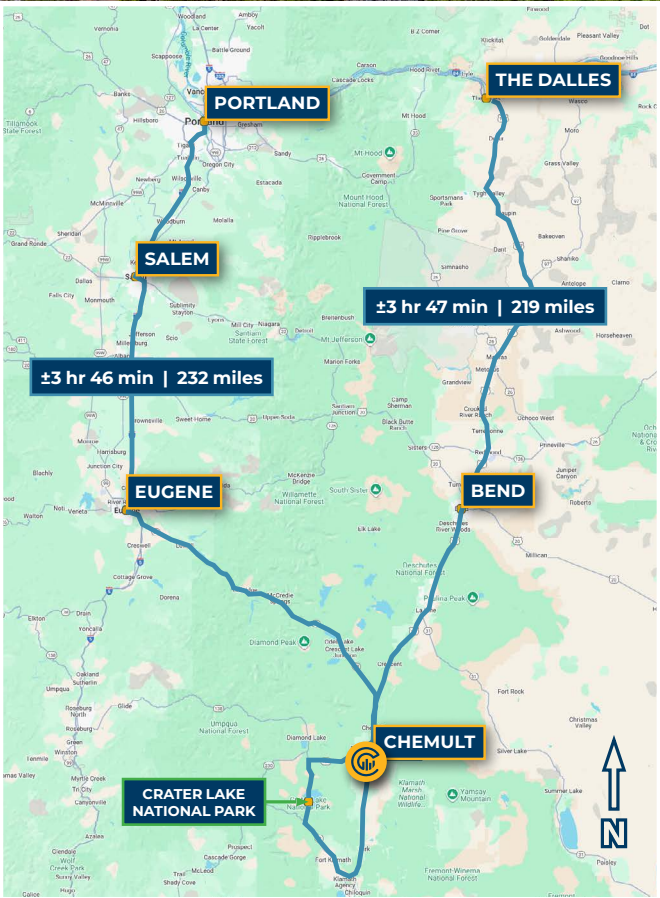
Diamond Lake Junction is the gateway to Crater Lake National Park, Oregon’s most popular attraction with nearly 560,000 annual visitors.

All traffic from cities north of the property, including Portland, Salem, Eugene, The Dalles, Bend, etc., converges and passes the property on the way to Oregon’s only national park.

The north entrance, where visitors arrive after passing Diamond Lake Junction, is more popular than the southern entrance during the park’s busy season.

Year-over-year traffic is increasing rapidly, and visitor spending is nearing double-digit growth.

CRATER LAKE MONTHLY VISITORS	
Month	Visitors (2024)
January	4,659
February	5,304
March	7,277
April	13,142
May	31,706
June	66,311
July	153,196
August	93,343
September	75,658
October	42,103
November	7,238
December	5,005





# CHEMULT, OREGON

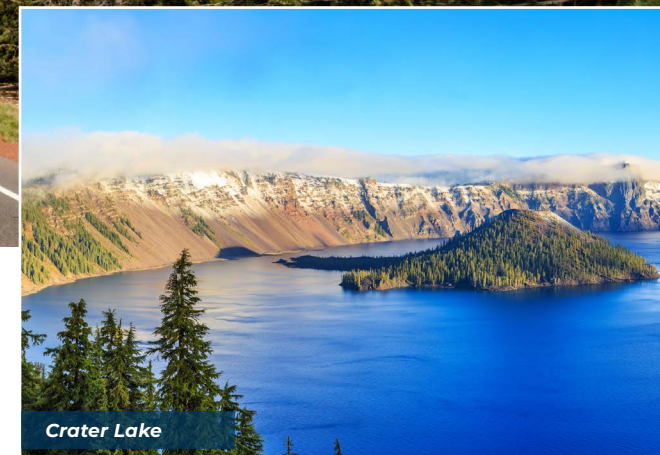


## Location Overview

Chemult, Oregon, is a small community strategically located in southern Oregon's High Cascade region. It is positioned directly along U.S. Highway 97—one of the Pacific Northwest's primary transportation arteries connecting Bend, Klamath Falls, and Interstate 5.

Its prime location makes it a consistent stopover for travelers, freight haulers, and outdoor recreation enthusiasts accessing nearby natural attractions. Chief among these is **Crater Lake National Park**, Oregon's only national park and one of the most visited destinations in the Pacific Northwest. The area also serves as a gateway to **Diamond Lake**, **Mount Thielsen Wilderness**, **Willamette Pass Ski Area**, and extensive snowmobile, fishing, and hiking networks.

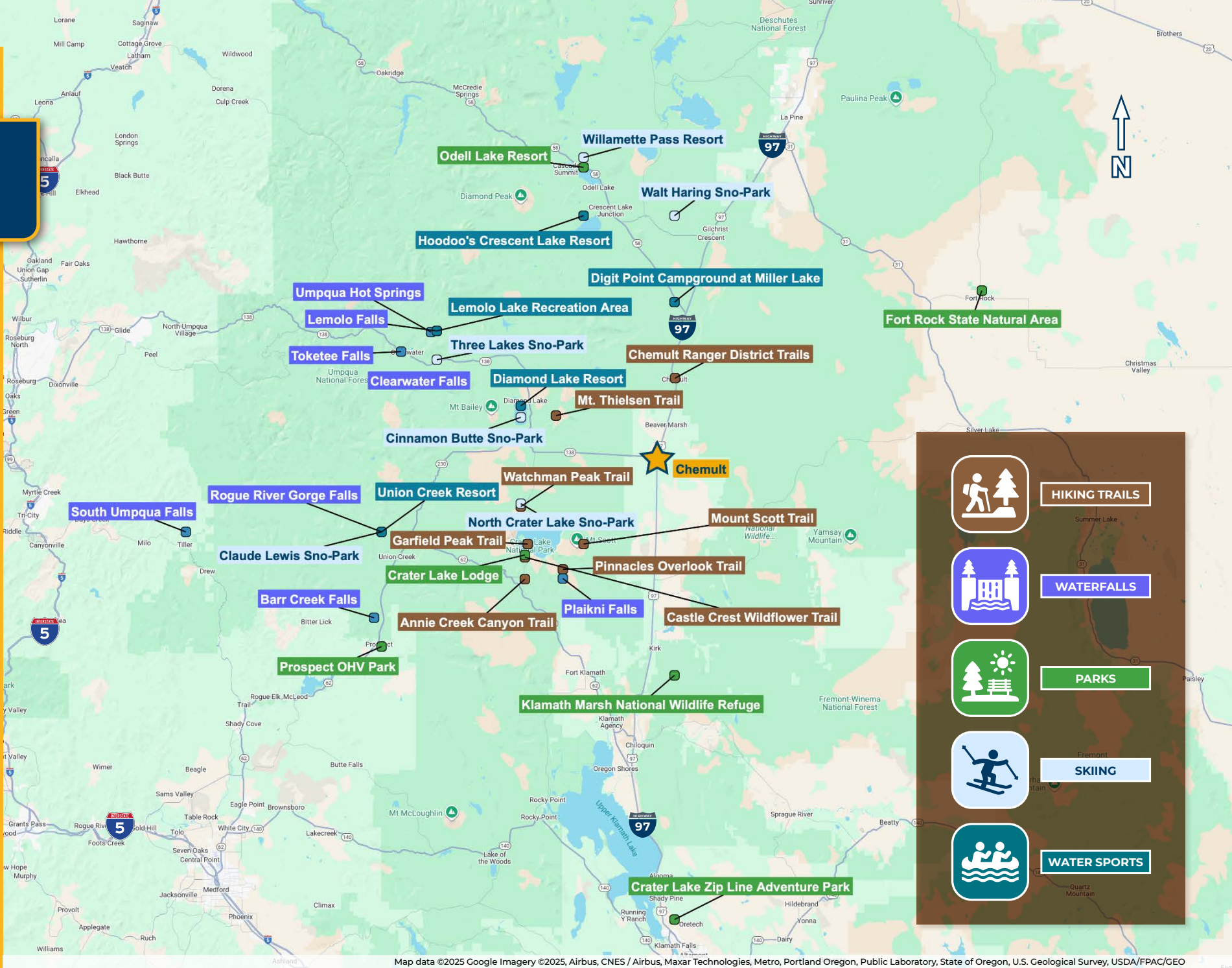
Chemult offers a blend of affordability, visibility, and stability. Highway frontage properties attract demand for **travel centers, fueling stations, quick-service restaurants, lodging, and convenience retail**, serving steady year-round traffic with seasonal surges tied to tourism. Land and construction costs remain low relative to nearby Bend or Klamath Falls, while **Lake County's** and **Klamath County's** zoning policies are receptive to commercial development. Limited competition and essential-service tenancy potential make Chemult appealing for **ground-up developers** seeking durable cash flow in an under-served corridor positioned for gradual growth driven by recreation and highway expansion.







# OUTDOOR ACTIVITIES



Map data ©2025 Google Imagery ©2025, Airbus, CNES / Airbus, Maxar Technologies, Metro, Portland Oregon, Public Laboratory, State of Oregon, U.S. Geological Survey, USDA/FPAC/GEO





## RENT ROLL

Tenant	Lease Term		Base Lease Rates		Additional Rent		Total Monthly Rent		Comments
	Begin	End	Monthly	Annually	Monthly	Annually	Monthly	Annually	
Tesla Superchargers [1]	8/8/2024	8/31/2034	\$ 800.00	\$ 9,600.00	\$ -	\$ -	\$ 800.00	\$ 9,600.00	Eight (8) charging stalls. Automatic 5-YR renewals.
Trailer 1 - Chris D. & Rick D.		MTM	\$ 400.00	\$ 4,800.00	\$ -	\$ -	\$ 400.00	\$ 4,800.00	
Trailers & Boats - Chris D. & Rick D.		MTM	\$ 350.00	\$ 4,200.00	\$ -	\$ -	\$ 350.00	\$ 4,200.00	Two trailers & two boats. Not hooked up to septic.
Trailer 1 - Vicki A.		MTM	\$ 400.00	\$ 4,800.00	\$ 70.00	\$ 840.00	\$ 470.00	\$ 5,640.00	Shower+Washer: \$50/mo. Garbage: \$20/mo.
Trailer 1 - Dave D.		MTM	\$ 480.00	\$ 5,760.00	\$ 20.00	\$ 240.00	\$ 500.00	\$ 6,000.00	Garbage: \$20/mo.
Trailer 1 - Duke		MTM	\$ 470.00	\$ 5,640.00	\$ -	\$ -	\$ 470.00	\$ 5,640.00	
Trailer 1 - Pat		MTM	\$ 500.00	\$ 6,000.00	\$ -	\$ -	\$ 500.00	\$ 6,000.00	
Occupied			\$ 2,430.00	\$ 34,800.00	\$ 90.00	\$ 1,080.00	\$ 2,520.00	\$ 35,880.00	
Vacant			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals			\$ 2,430.00	\$ 34,800.00	\$ 90.00	\$ 1,080.00	\$ 2,520.00	\$ 35,880.00	

[1] Either Tenant or Landlord may terminate license agreement with 18-months prior written notice during any Renewal Term.





## PROPERTY PROFORMA

### REVENUES

	MONTHLY DATA	ANNUAL DATA
Scheduled Base Rent	\$ 2,900.00	\$ 34,800.00
Additional Income	\$ 210.00	\$ 2,520.00
Total Gross Revenue	\$ 3,110.00	\$ 37,320.00
Vacancy Factor @ 5.00%	\$ (155.50)	\$ (1,866.00)
<b>Effective Gross Income</b>	<b>\$ 2,954.50</b>	<b>\$ 35,454.00</b>

### OPERATING EXPENSES

Property Taxes	\$ (706.88)	\$ (8,482.57)
Property Insurance	\$ (35.83)	\$ (429.96)
Electricity (Mo. Avg.)	\$ (650.00)	\$ (7,800.00)
Garbage	\$ (72.00)	\$ (864.00)
Water & Sewer - N/A [1]	\$ -	\$ -
Total Operating Expenses	\$ (1,464.71)	\$ (17,576.53)
<b>Net Operating Income</b>	<b>\$ 1,489.79</b>	<b>\$ 17,877.47</b>

[1] Water runs on a well. Property has septic tanks.

Sale Price @ 2.23% CAP	\$ 800,000
Capitalization Rate	2.235%
Sale PSF/Land	\$ 3.82
Sale Price/Acre	\$ 166,320.17

THIS PROFORMA IS BASED ON ASSUMPTIONS AND OWNERS AND CAPACITY COMMERCIAL GROUP DO NOT GUARANTEE THESE NUMBERS AN BUYER TO DO THEIR OWN DUE DILIGENCE

# \$800,000

## Sale Price

# 2.235%

## Cap Rate

# \$3.82

## PSF

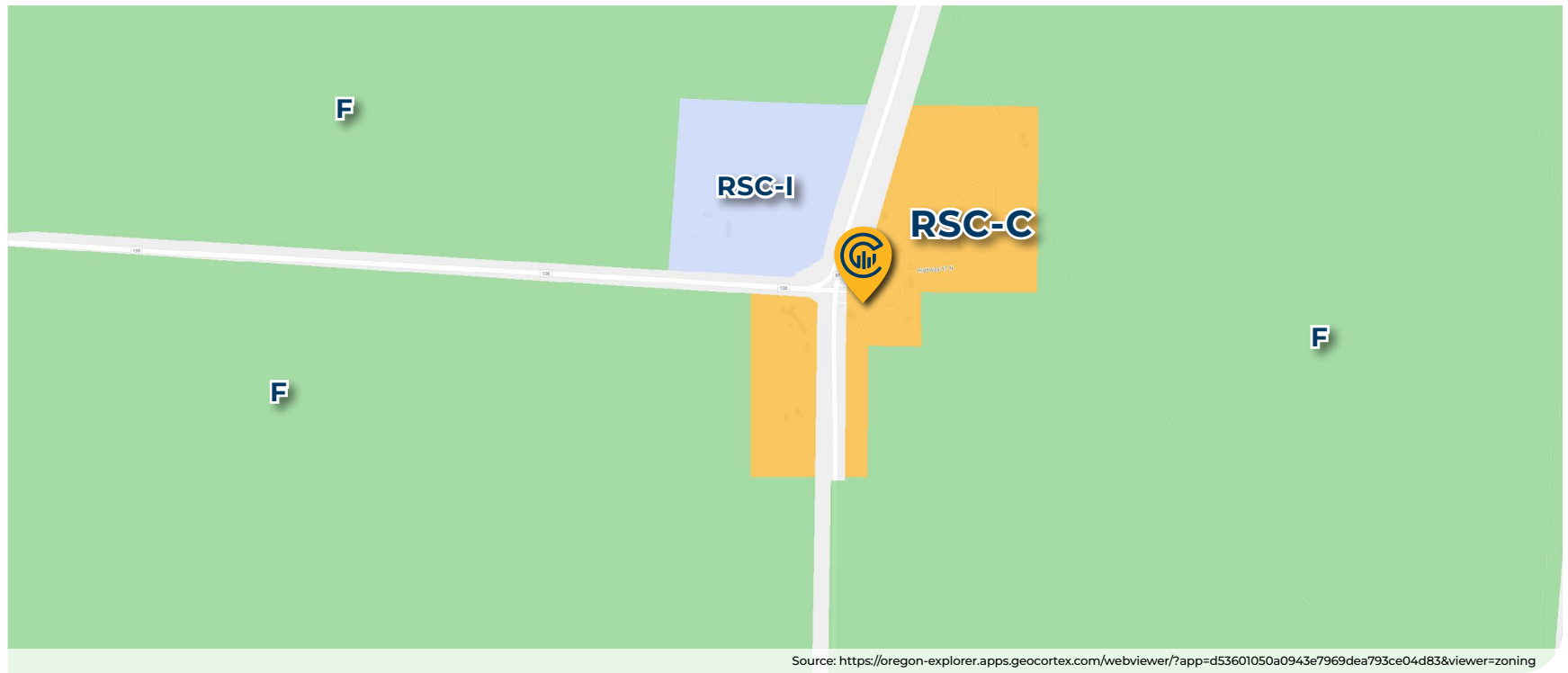
# \$166,320

## Price/Acre





# ZONING



Source: <https://oregon-explorer.apps.geocortex.com/webviewer/?app=d53601050a0943e7969dea793ce04d83&viewer=zoning>

## ARTICLE 52.91 RURAL COMMUNITY COMMERCIAL (RUC-C) ZONE

### 52.911 PURPOSE:

This zone establishes/maintains areas for the concentration of local commercial services in order to meet the needs of rural residents, and tourist commercial services consistent with the character of the community.

### 52.912 PERMITTED USES:

A. The following uses shall be permitted subject to site plan review of Article and all other applicable standards, criteria, rules, and statutes governing such uses:

1. Agricultural Supplies and Services
2. Commercial Campground
3. Golf Course
4. Commercial Stables
5. Emergency Services

6. Motel/Hotel up to 35 Units only if served by a community sewer system.

7. Uses determined by the Planning Director to be similar to those listed in this section to serve the recreational, public, and travel needs of the community and surrounding area as provided for by Article 12.070B(1) of the Land Development Code.

B. The following uses shall be permitted if the following criteria are met: (1) building or buildings do not exceed 4,000 square-feet of floor space. (2) Completion of Article 4.1 site plan review and approval. (3) All other applicable standards, criteria, rules, and statutes governing such uses are satisfied:

1. Auto Service Station
2. Auto Repairs/Sales/Rentals/Service
3. Farm Equipment Sales/Rental/Service
4. Heavy Equipment Sales/Rentals/Service
5. Heavy Equipment Repairs
6. Miscellaneous Repair Services
7. Food and Beverage Sales/Service
8. Building and Garden Sales
9. General Merchandise Sales
10. Retail Sales
11. Home Furnishings and Appliances
12. Mini-Storage Facility
13. Administrative Service
14. Essential Services
15. Medical Services
16. Personal Services
17. Professional Offices
18. Custom Manufacturing
19. R.V. Parks
20. Accessory Building and Uses
21. Fleet Storage
22. Manufactured Dwelling Sales

### 23. Truck Stops

24. Uses determined by the Planning Director to be similar to those listed in this section to serve the recreational, public, and travel needs of the community and surrounding area as provided for by Article 12.070B(1) of the Land Development Code.

### 52.913 CONDITIONAL USES:

The following uses may be permitted subject to standards listed in this article and if the provisions of Article 4.4 are satisfied:

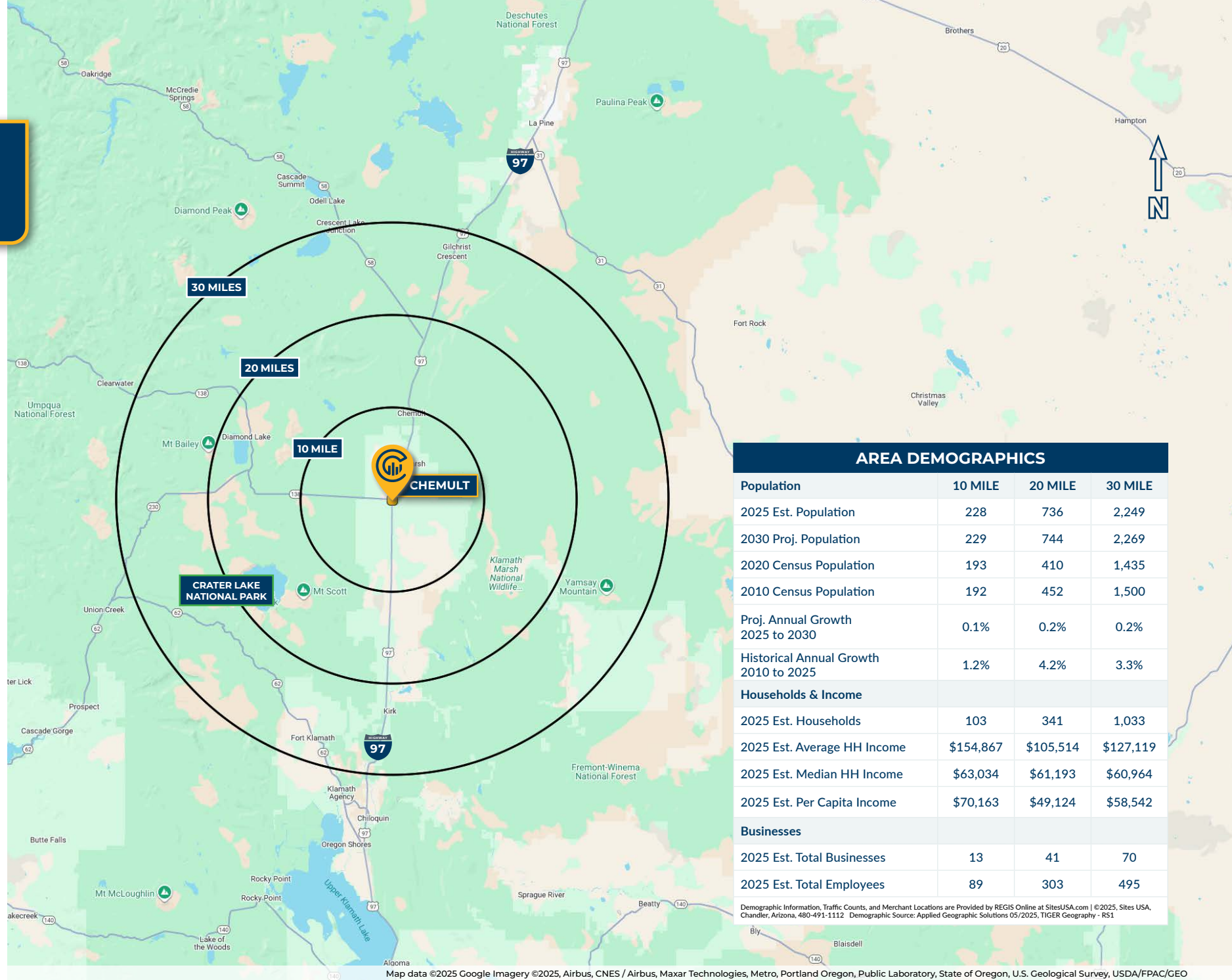
- A. Bed and Breakfast
- B. Community Assembly
- C. Cultural Services
- D. Churches
- E. Extensive Impact Services and Utilities
- F. School
- G. Veterinary Services
- H. Warehousing, Storage and Distribution-Light/Heavy
- I. Worker Residential
- J. Uses determined by the Planning Director to be similar to those listed in this section to serve the recreational, public, and travel needs of the community and surrounding area as provided for by Article 12.070B(1) of the Land Development Code.

[View Zoning Code Online](#)





# DEMOGRAPHICS



AREA DEMOGRAPHICS			
Population	10 MILE	20 MILE	30 MILE
2025 Est. Population	228	736	2,249
2030 Proj. Population	229	744	2,269
2020 Census Population	193	410	1,435
2010 Census Population	192	452	1,500
Proj. Annual Growth 2025 to 2030	0.1%	0.2%	0.2%
Historical Annual Growth 2010 to 2025	1.2%	4.2%	3.3%
Households & Income			
2025 Est. Households	103	341	1,033
2025 Est. Average HH Income	\$154,867	\$105,514	\$127,119
2025 Est. Median HH Income	\$63,034	\$61,193	\$60,964
2025 Est. Per Capita Income	\$70,163	\$49,124	\$58,542
Businesses			
2025 Est. Total Businesses	13	41	70
2025 Est. Total Employees	89	303	495

Demographic Information, Traffic Counts, and Merchant Locations are Provided by REGIS Online at SitesUSA.com | © 2025, Sites USA, Chandler, Arizona, 480-491-1112 Demographic Source: Applied Geographic Solutions 05/2025, TIGER Geography - RS1

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# OREGON INITIAL AGENCY DISCLOSURE PAMPHLET



## OREGON REAL ESTATE DISCLOSURE

*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.*



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## REPRESENTED BY

### ASHTON SUMMERS

Senior Associate Broker | Licensed in OR & WA  
503-747-9586 | ashton@capacitycommercial.com

### MICHAEL CRISP

Associate Broker | Licensed in OR  
503-739-9904 | mdcrisp@capacitycommercial.com



CELEBRATING  
**20**  
YEARS  
OF CAPACITY

Capacity Commercial Group | 805 SW Broadway, Suite 600, Portland, OR | 503-326-9000 | [capacitycommercial.com](http://capacitycommercial.com)

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