

7.72 Acres Residential Multi-Family

Development Lot

Gateway to Cascade Lakes

\$2,139,000 (\$6.36/SF) Eastside of Huntington Rd.

- Level Parcel—Additional 8.93 Acres Available
- Various Uses (Single-Family and Multi-Family Dwellings (Apartments), Mobile Home Parks, Low Income Housing, etc.)
- Water/Electric Available
- Sewer Services Projected 2024
- Average Daily Traffic Counts

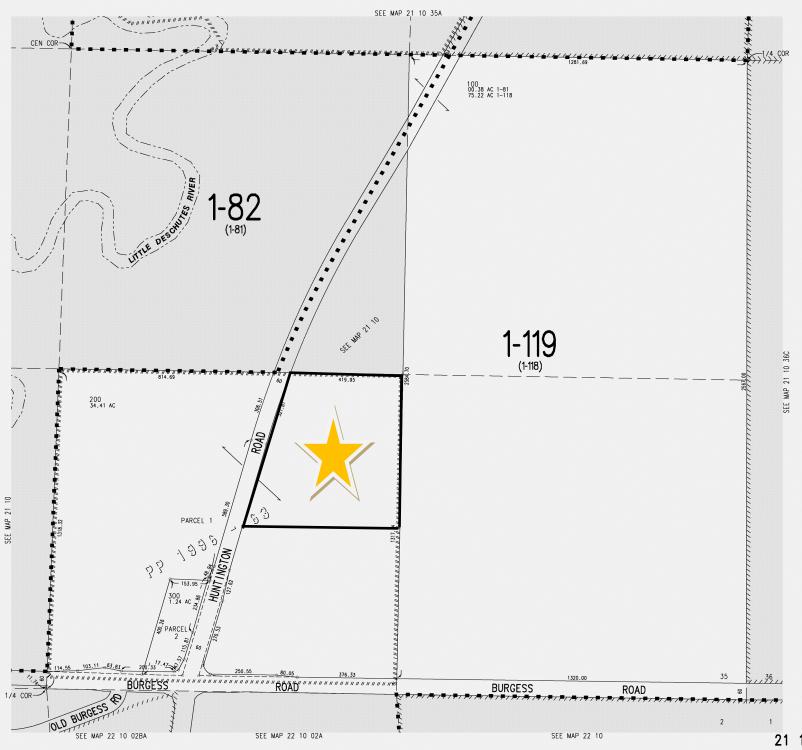
- 8,500 - 9,000 (Kittelson & Assoc. 2015)

- Approx. 1 Mile to U.S. HWY 97
- 15 min to Sunriver

409 NE Greenwood, Suite 200 Bend, OR 97701 541-797-0161 www.kodiakcre.com Kodiak Malmstrom - Principal Broker Office - 541.797.0161 Cell - 541.390.4705 Kodiak@kodiakcre.com



1" = 200'



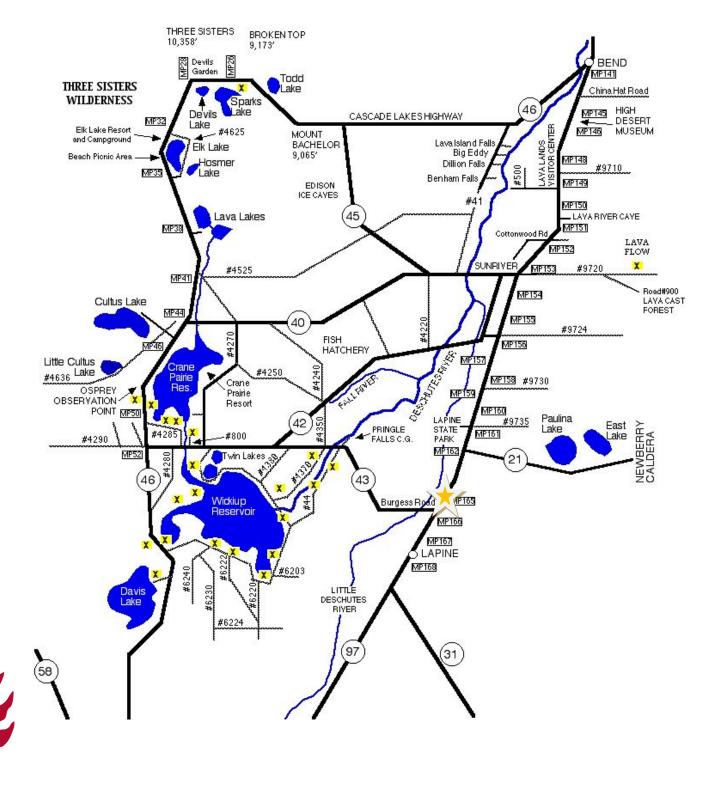
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LEGEND

Subject Property

- Distance to Bend 27 Miles
- Distance to Sunriver 16 Miles
- Distance to La Pine 2.5 Miles
- Gateway to Cascade Lakes
- Approx. 9000 Vehicles Per Day (Kittelson & Assoc. 2015)
- 1 Mile West of US Hwy 97

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OREGON REAL ESTATE INITIAL AGENCY DISCLOSURE PAMPHLET OAR 863-015-215 (4)
Consumers: This pamphlet describes the legal obligations of Oregon real estate licensees to consumers. Real estate brokers and principal real estate brokers are required to provide this information to you when they first contact you. A licensed real estate broker or principal broker need not provide the pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the
pampmet rom anomer poker. This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and a broker or a principal broker.
Real Estate Agency Relationships
An "agency" relationship is a voluntary legal relationship in which a licensed real estate broker or principal broker (the "agent"), agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction.
Oregon law provides for three types of agency relationships between real estate agents and their clients:
Seller's Agent - Represents the seller only; Buyer's Agent - Represents the buyer only; Disclosed Limited Agent - Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of both clients.
The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.
Definition of "Confidential Information"
Generally, licensees must maintain confidential information about their clients. "Confidential information" is information communicated to a real estate licensee or the licensee's agent by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information" does not mean information that:
 a. The buyer instructs the licensee or the licensee's agent to disclose about the buyer to the seller, or the seller instructs the licensee or the licensee's agent to disclose about the seller to the buyer; and b. The licensee or the licensee's agent knows or should know failure to disclose would constitute fraudulent representation.
Duties and Responsibilities of Seller's Agent
Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:
 To deal honestly and in good faith; To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and To disclose material facts known by the agent and not apparent or readily ascertainable to a party;
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Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 <u>www.zipLogi</u>x

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To deal hor To present to whether To disclose agent owes agent owes To account To account To actise t To actise t To actise age buyer's age purchase. hese affirms reement bet	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:
agent owes the buyer the following affirmative duties: To exercise reasonable care and diligence; To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction; 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 for money and property received from or on behalf of the buyer's interest in a transaction; To be loyal to the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise; To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise; To maintain confidential information from or about the buyer except under subpoena or court order, even afth termination of the agency relationship; and Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract fi purchase. hese affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived the rement between buyer and agent. This form has been lecensed for use solety by Eugene Wolf pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC May not be reproduced without express permission of Oregon Real Estate Forms, LLC May not be reproduced without express permission of Oregon Real Estate Forms, LLC May not be reproduced without express permission of Oregon Real Estate Forms, LLC Page 2 of 3	To deal hor To present to whether To disclose
ence; ney and property received from or on behalf of the buyer; action that is adverse or detrimental to the buyer's interest in a transaction; buyer any conflict of interest, existing or contemplated; wice on matters related to the transaction that are beyond the agent's expertise; i from or about the buyer except under subpoena or court order, even aft stand o make a continuous, good faith effort to find property for the buyer, except that it additional properties for the buyer while the buyer is subject to a contract fi ay be waived, except #7. The affirmative duty listed in #7 can only be waived t ^{Cugene Wolf pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.} Mere of Oregon Real Estate Forms, LLC.	agent owes
ay be waived, except #7. The affirmative duty listed in #7 Eugene Wolf pursuant to a Forms License Agreement with Cregon Real Esta www.orefonline.com without express permission of Oregon Real Estate Forms, LLC	To exercise reasonable care and diligence; To account in a timely manner for money and property received from or on behalf of the buyer; 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; To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise; To maintain confidential information from or about the buyer except under subpoena or court order, even aft termination of the agency relationship; and Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract fi
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Under Oregon law, a buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.
Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.
Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction
One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).
Disclosed Limited Agents have the following duties to their clients: 1. To the seller, the duties listed above for a seller's agent; and 2. To the buyer, the duties listed above for a buyer's agent; 3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to
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 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:
 To disclose a conflict of interest in writing to all parties; To take no action that is adverse or detrimental to either party's interest in the transaction; and To obey the lawful instruction of both parties.
No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation.
You are encouraged to discuss the above information with the licensee delivering this pamphlet to you. If you intend for that licensee, or any other Oregon real estate licensee, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without the licensee's knowledge and consent, and an agent cannot make you their client without your knowledge and consent, and an agent cannot make you their client without your knowledge and consent.
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