FOR SALE • 1.45 Acres Vacant Land • Zoned “Commercial Tourist” • $495,000

Cottage Grove, Oregon
Gateway Blvd.

TWO tax lots in city limits
20032732013000 is .94 acre
2003273201403 is .51 acre
Total: 1.45 acres / 63,162 sf

Possibilities¹
- Restaurant, Coffee Shop
- Lodging: Hotel, Motel
- Tourism Retail Sales & Service
- Drive-up/Drive-through²
- Office
- Vehicle Repair and Service
- Wholesale Sales
- Residential (above Commercial)
- Light Industrial²
- Entertainment²
- Educational (not school)
- Parking Lot²
- Colleges²
- Community Service
- Religious Houses of Worship²
- Nurseries/Horticulture²
- Community Garden²
- Family Daycare (<12)²

¹ Disclaimer: Potential purchaser should confirm any uses directly with the City of Cottage Grove Planning.
² Conditional use permit required.

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www.LenBlackstone.com/CRE
Oregon Broker License 201219929

Windermere Commercial, 1165 Pearl St., Eugene, OR 97401 | 541.465.8197
If you’re working with a broker, this is not meant as a solicitation for that business.

Windermere Commercial
EXIT 174
9,400 vehicles per day*
1.45 Acres Vacant Land  
Zoned “Commercial Tourist”  

$495,000

FOR SALE

National Recreation Row River Trail (16-miles long)

Lots’ Depth varies from approx. 120’ to 140’
COTTAGE GROVE, OREGON

Located just 20-minutes south of Eugene-Springfield on I-5.

Eugene is Oregon’s third largest city and home to the University of Oregon (enrollment about 24,000). The metro population is about 225,000.

Cottage Grove has twice won the All-American City Award; been recognized as a Tree City USA for over two decades; and is a Green Power Community. Population is about 10,000. High-speed fiber for the Internet loops through the city.

Award-winning restaurants, vintage pubs, live music, bakery, antique stores, and historic covered bridges enrich the historic downtown. Within a block, the 14-acre Bohemia Park has a 2,000-seat amphitheater, large pond and fountain, playground, picnic shelter, walking trail, and restrooms.

Two rivers flow through town and two lakes are within 10 minutes. The 16-mile Row River Trail is a paved National Recreation Trail and part of the Oregon Covered Bridge Scenic Bikeway. Beginning downtown, it travels along the Dorena Lake shoreline, Row River, and leads to the Umpqua National Forest.

5 Reasons to Work with Len

1. Successful Track Record. 30+ years of helping hundreds of companies and organizations.
2. Knows Cottage Grove. Lives in Cottage Grove since 1985; was on the South Lane School Board.
3. Driven to Help. Len’s passion for Cottage Grove is what drove him to get his broker’s license.
4. Commission Only. As a buyer or tenant, you pay nothing for Len’s services.

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This pamphlet describes agency relationships and the duties and responsibilities of real estate licensees in Oregon. This pamphlet is informational only and neither the pamphlet nor its delivery to you may be construed to be evidence of intent to create an agency relationship.

Real Estate Agency Relationships

An “agency” relationship is a voluntary legal relationship in which a real estate licensee (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.

Duties and Responsibilities of an Agent Who Represents Only the Seller or Only the Buyer

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 agrees to represent a buyer acts only as the buyer’s agent unless the buyer agrees in writing to allow the agent to also represent the seller. An agent who represents only the seller or only the buyer owes the following affirmative duties to their client, other parties, and their agents involved in a real estate transaction:

1. To exercise reasonable care and diligence;
2. To deal honestly and in good faith;
3. To present all written offers, notices, and other communications in a timely manner whether or not the buyer’s property is subject to a contract for sale or the buyer is already a party to a contract to purchase;
4. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;
5. To account in a timely manner for money and property received from or on behalf of the client;
6. To be loyal to their client by not taking action that is adverse or detrimental to the client’s interest in a transaction;
7. To disclose in a timely manner to the client any conflict of interest, existing or contemplated;
8. To advise the client to seek expert advice on matters related to the transactions that are beyond the agent’s expertise;
9. To maintain confidential information from or about the client except under subpoena or court order, even after termination of the agency relationship; and

When representing a seller, 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. When representing a buyer, 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 or to show properties for which there is no written agreement to pay compensation to the buyer’s agent. None of these affirmative duties of an agent may be waived, except #10, which can only be waived by written agreement between client 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. Similarly, a buyer’s agent may show properties in which the buyer is interested to other prospective buyers without breaching any 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.

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, buyer(s) and their agent.

When different agents associated with the same real estate firm establish agency relationships with different parties to the same transaction, only the principal broker (the broker who supervises the other agents) 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 agent already has an established agency relationship unless all parties agree otherwise in writing. The supervising principal broker and the agents representing either the seller or the buyer have the following duties to their clients:

- 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;
- To obey the lawful instruction of both parties.

An agent acting under a Disclosed Limited Agency agreement has the same duties to the client as when representing only a seller or only a buyer, except that the agent may not, without written permission, disclose any of the following:

- That the seller will accept a lower price or less favorable terms than the listing price or terms;
- That the buyer will pay a greater price or more favorable terms than the offering price or terms; or

In transactions involving one-to-four residential units only, information regarding the real property transaction including, but not limited to, price, terms, financial qualifications or motivation to buy or sell.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation. Unless agreed to in writing, an agent acting under a Disclosed Limited Agency agreement has no duty to investigate matters that are outside the scope of the agent’s expertise.

You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon real estate agent, to represent you as a Seller’s Agent, Buyer’s Agent, or Disclosed Limited Agent, you should have a specific discussion with him/her about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without their knowledge and consent, and an agent cannot make you their client without your knowledge and consent.