



MARVIN SMITH AUTO REPAIR

518 HWY 99, COTTAGE GROVE, OR

ASKING PRICE: \$695,000 in cash or Mutually Acceptable Terms and Conditions

PROPERTY INFORMATION: Building has 1,596 square feet on a Commercial zoned 9,148 square foot lot. Was very successful auto repair shop for many years? The current owner of the property and the business has recently retired.

The property has a No further action letter from the DEQ on tank removals

EQUIPMENT INCLUDED: See Attached

This property offers an excellent opportunity for an owner/user in terms of making it in to a successful auto repair business. The prior owner was doing around \$480,000 in annual sales.

LISTING BROKER: David E Clyde (License #780203949) of David E Clyde Real Estate, 1142 Willagillespie Road Suite 26, Eugene, Or 97401. Phone 541-729-1644, email: dclydere@aol.com

DISCLAIMER: Although the information contained herein has been obtained from sources deemed reliable by the listing broker. However, this package is subject to error, omission, prior sale or withdrawal.

ATTACHED: Oregon Real Estate Pamphlet.

EQUIPMENT LIST

RE: 518 S HWY 99, COTTAGE GROVE, OR

INCLUDED WITH SALE OF PROPERTY:

Office Desk

Computers

File Cabinets

Cash Register

3 Car Lifts

Jack Stands

Floor Jack

Roll around carts

Cherry Picker

Hydro electric press

Gear grease pump tank

Transmission Jacks and Stands

Engine Stands

Bench Grinder

Vise

Oil drain pans

Funnels

AC unit

Welding Hoods, Some exhaust and tubing, misc.

Shop Lights, Heater System, Bolt bins, Stereo, Fuses, Misc. Light bulbs

Solvent tank

Work Benches, Shelving, Storage Bins

Most of the above mentioned items are not on site but come with the sale. Equipment conveyed in AS-IS condition. Subject to final list of equipment.



OREGON REAL ESTATE AGENCY DISCLOSURE PAMPHLET OAR 863-015-215 (4)

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, as well as other parties and their 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 in a timely manner whether or not the seller's property is subject to a contract for sale or the buyer is already a party to a contract to purchase;
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

In addition to Nos. 1, 2, and 3, above, an agent who represents only the seller or only the buyer owes the following affirmative duties only to their client:

4. To exercise reasonable care and diligence;
5. To account in a timely manner for money and property received from or on behalf of the client;
6. To be loyal by not taking action that is adverse or detrimental to the client's interest in a transaction;
7. To disclose in a timely manner 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
10. 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 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 the above affirmative duties of an agent may be waived, except #10, which can only be waived by written agreement between the 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.

For further details, Buyer is encouraged to review the Oregon Property Buyer Advisory at "<http://www.rea.state.or.us/>" or at "<http://www.oregonrealtors.org/>".

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 broker and the agents representing either the seller or the buyer have the following duties to the buyer and seller:

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 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:

1. That the seller will accept a lower price or less favorable terms than the listing price or terms;
2. That the buyer will pay a greater price or more favorable terms than the offering price or terms; or
3. 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.