## 1.51 Acre Commercial Development Site

4521 Franklin Blvd | Springfield | OR | 97403

Link: City of Springfield Glenwood Refinement Plan

# For Sale

This site is flat and has frontage on Franklin Blvd and is located within Subarea D of the <u>Glenwood Refinement Plan</u>.

- One Mile to I-5
- Centrally Located
- Traffic Count: 11,300 VPD
- 1.51 Acres (65,776 SF)
- 255' of Frontage
- Zoned Glenwood Employment Mixed Use
- Permitted Uses (w/standards)
  - Office
  - Medical
  - Retail
  - Education
  - Business Park
  - Light Manufacturing
- Lane County Map and Tax Lot: 17-03-34-44-00300
- \$859,000 (\$13.06 PSF)



428 Ivy St. | Junction City | OR | 97448





Contact:

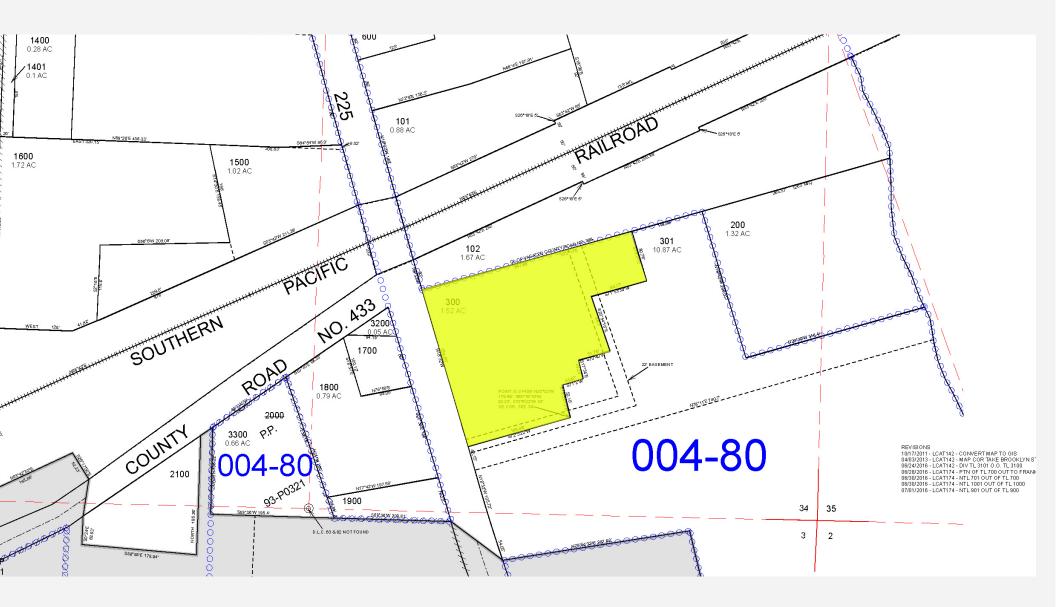
Verne Whittaker III, CCIM Principal Broker (541) 484-2800 W

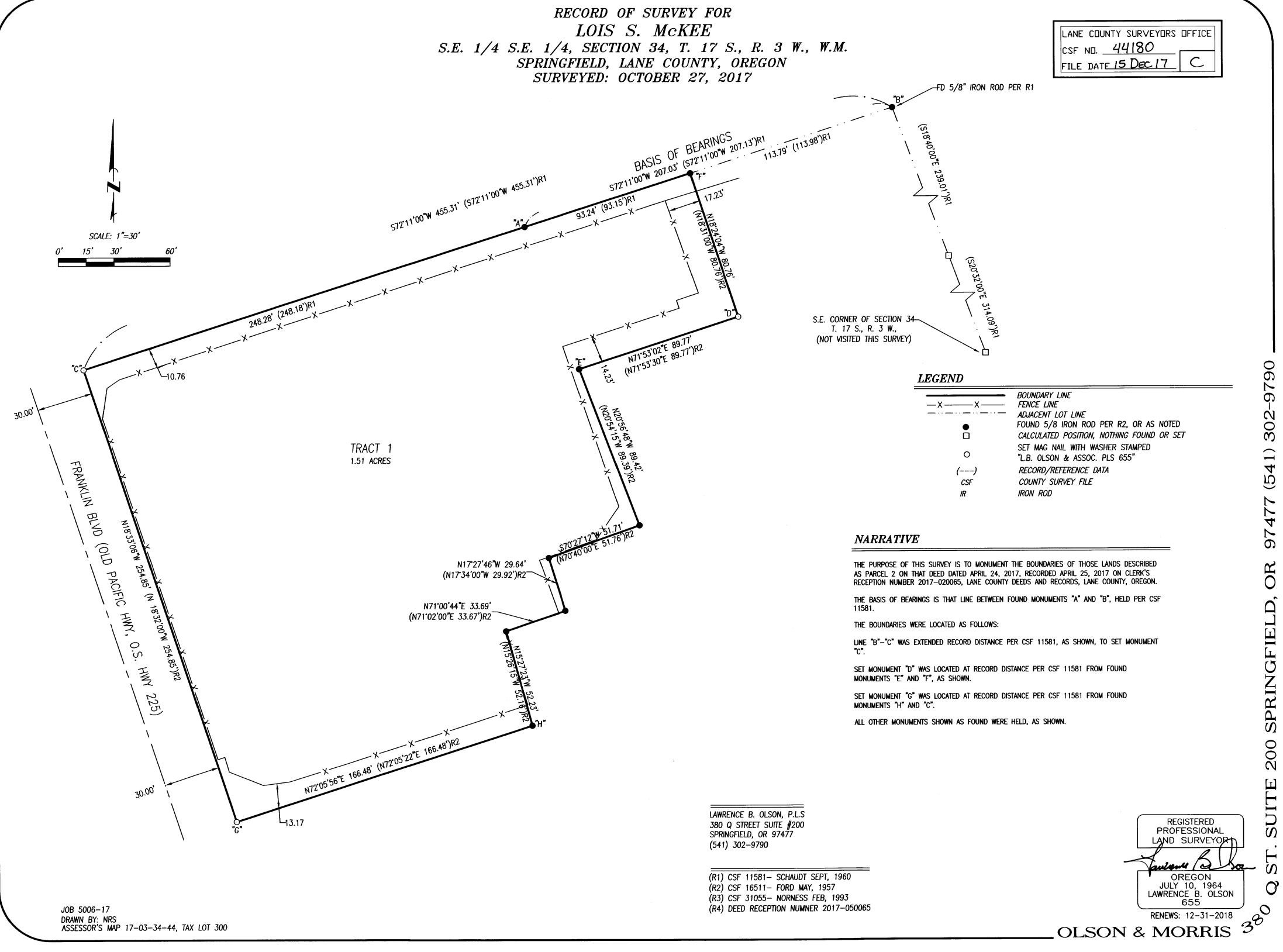
(541) 484-2800 W (541) 954-3325 C verne.whittaker@ccim.net



### AERIAL



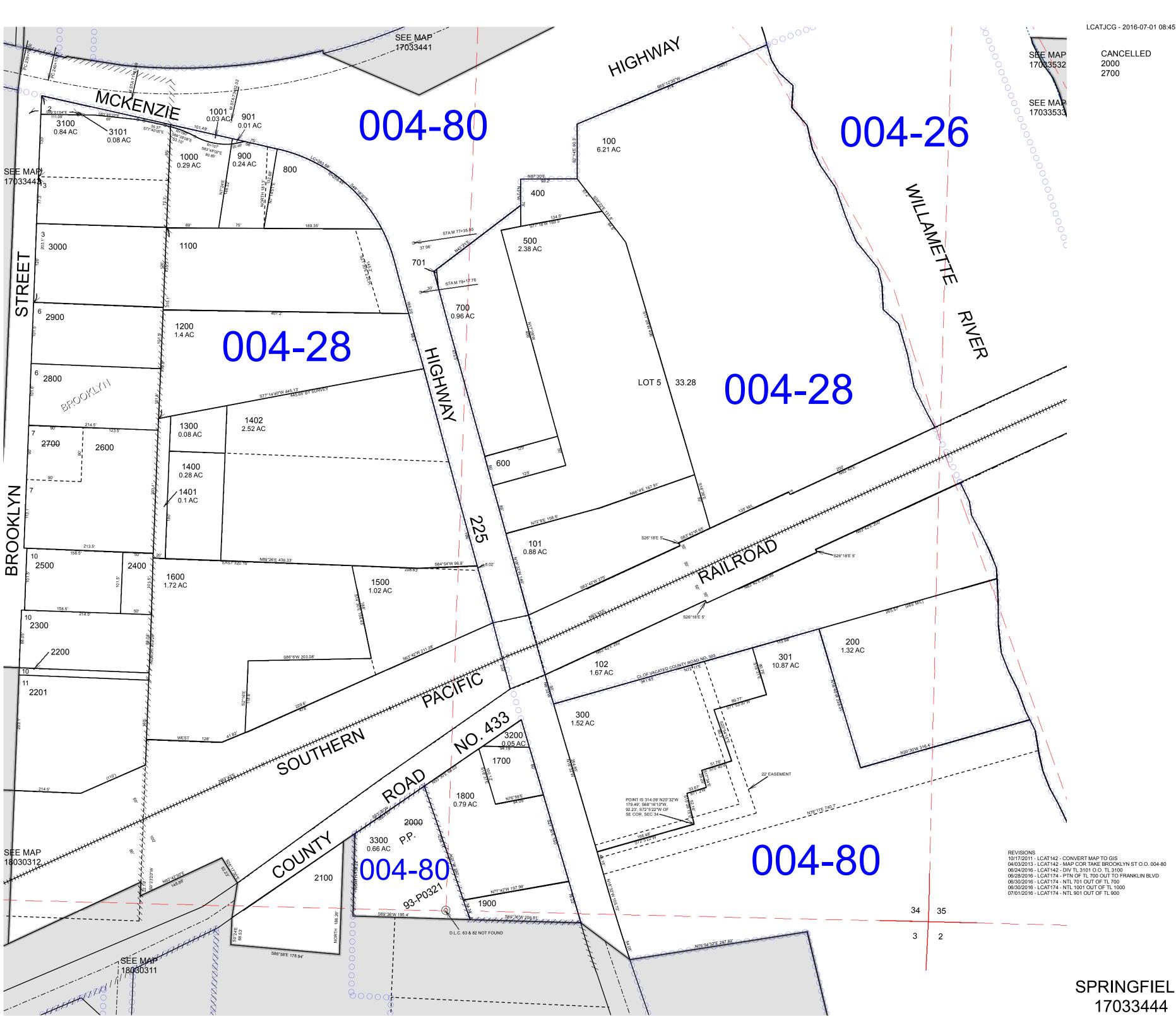




FOR ASSESSMENT AND TAXATION ONLY

S.E.1/4 S.E.1/4 SEC. 34 T.17S. R.3W. W.M. Lane County

1" = 100'





**SPRINGFIELD** 17033444

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<u>CHAPTER</u>	CHAPTER 3 LAND USE DISTRICTS							
Section	3.4-200 Glenwood I	Riverfront Mix	<u>ed-Use Plan D</u>	<u>istrict</u>				

### 3.4-225 Conflicts

In cases where:

**A.** The development standards of the Glenwood Riverfront Mixed-Use Plan District conflict with local standards found in other Sections of this Code, the standards of the Plan District will prevail, unless there is a specific reference to another SDC Section. In that case, the referenced Section's standards will prevail.

**B.** These development standards conflict with Federal and/or State regulations, the Federal and/or State regulations will prevail. (6279)

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Springfiel	gfield Development Code						
<u>U</u> p	Pre <u>v</u> ious	<u>N</u> ext	<u>M</u> ain		<u>S</u> earch	<u>P</u> rint	
CHAPTER 3 LAND USE DISTRICTS							

Section 3.4-200 Glenwood Riverfront Mixed-Use Plan District

#### 3.4-250 Schedule of Use Categories

In Subareas A, B, C and D, the following uses shall be permitted in the base zoning districts as indicated, subject to the provisions, additional restrictions and exceptions specified in this Code. Uses not specifically listed may be approved as specified in Section 3.4-260. Prohibited uses are listed in Section 3.4-255.

**"P" = PRIMARY USE** subject to the standards of this Code. Primary uses are defined in Section 6.1-110 as "the principal use approved in accordance with this Code that usually occupies greater than 50% of the gross floor area of a building or greater than 50% of a development area."

**"S" = SECONDARY USE** subject to the standards of this Code. Secondary uses are defined in Section 6.1-110 as "Any approved use of land or a structure that is incidental and subordinate to the primary use, and located on the same development area as the primary use. Secondary uses shall not occur in the absence of primary uses."

### "N" = NOT PERMITTED

Categories/Uses	Residential Mixed-Use	Commercial Mixed-Use	Office Mixed- Use	Employment Mixed-Use
Accessory Uses				
A use or uses within a primary use building that is for the residents' or employees' benefit and that does not generally serve the public, including, but not limited to, building maintenance facilities, central mail rooms, child care, conference rooms, employee restaurants and cafeterias, indoor recreation areas, and indoor recycling collection centers.	Ρ	Ρ	Ρ	Ρ
Commercial/Retail				
Eating and drinking establishments whose principal activity involves the sale and/or service of prepared foods and beverages directly to consumers, including, but not limited to, bakeries, cafes, delicatessens, restaurants, coffee shops, brew pubs, and wine bars.	S	Р	S	S
Personal services whose principal activity involves the care of a person or a person's apparel, including, but not limited to, fitness centers, spas, hair stylists, shoe repair, dry cleaners, tailors, and daycare.	S	Ρ	S	S
	S	Р	Р	Р

**SITE PLAN REVIEW SHALL BE REQUIRED** for all development proposals within Subareas A, B, C and D.

Professional, scientific, research and technical services are small-scale commercial office enterprises whose principal activity involves providing a specialized service to others. These activities can be housed in office storefronts, office buildings, or in residential or live/work units where such residential use is permitted by this Code and include, but are not limited to, legal advice and representation, accounting and income tax preparation, banking, architecture, engineering, design and marketing, real estate, insurance, physicians, and counselors.				
Retail sales and services are commercial enterprises whose principal activity involves the sale and/or servicing of merchandise (new or reused) directly to consumers. Examples include, but are not limited to, bookstores, grocers, pharmacies, art galleries, florists, jewelers, and apparel shops.	S	S	S	S
Educational Facilities*				
Public/private educational facilities for primary and secondary education	S	Ν	Ν	N
Public/private educational facilities that include, but are not limited to, higher education aimed at adults; business, professional, technical, trade and vocational schools; job training; and vocational rehabilitation services.	Ν	Ρ	Ρ	Р
Employment				
Business parks	Ν	Ν	Р	Р
Hospitals	Ν	Ν	Ν	Р
Light manufacturing uses engaged in the manufacture (predominantly from previously prepared materials) of finished products or parts, including processing, fabrication, assembly, treatment, testing, and packaging of these products. The uses are not potentially dangerous or environmentally incompatible with office employment uses and all manufacturing uses, and storage of materials occurs entirely indoors. These uses include, but are not limited to, manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, and research and scientific laboratories.	Ν	Ν	Ν	Р
Office employment uses are typically housed in buildings where there is limited interaction between the public and the proprietor. These uses are associated with the performance of a range of administrative, medical, high tech, nanotechnology, green technology, pharmaceutical and biotechnology, information technology, information management, and research and development functions. These uses include, but are not limited to, call centers, corporate or regional headquarters, physicians' clinics,	Ν	Ρ	Ρ	Ρ

Recycling facilities that occur completely within buildings	N	N	N	Р
and are located only on the west side of McVay Highway.	i v			'
Warehousing and distribution uses for the storage and regional wholesale distribution of manufactured products and for products used in testing, design, technical training or experimental product research and development permitted in conjunction with business headquarters.	Ν	N	N	S
Hospitality				
Conference/visitor centers include, but are not limited to, conference hotels, visitor information centers, museums, and conference/exposition centers.	Ν	Ρ	N	N
Hotels include, but are not limited to, inns, bed and breakfasts, guesthouses, extended stay hotels or apartment hotels, limited service hotels, and full service hotels. Hotels may be converted to apartments where such residential use is permitted by this Code and the Oregon Structural Specialty Code, related building codes, fire codes and referenced standards in effect at the time of application for a building permit.	Ν	Ρ	Ρ	Ν
Residential (High-Density)				
Residential occupancy of a dwelling unit by a household that includes, but is not limited to, apartments, condominiums, live/work units, lofts, row houses, townhouses, and elderly-oriented congregate care facilities.	Р	Ρ	Р	N
Parking				
Public or private parking lots/structures	S	S	S	S
Public Open Space				
Riverfront linear park/multi-use path	Р	Р	Р	Р
Park blocks to include recreational facilities and stormwater management facilities.	Р	N	N	N
Public Utilities and Other Public Uses				
Low impact facilities are any public or semi-public facility that is permitted subject to the design standards of this Code, including, but not limited to, wastewater; stormwater management; electricity and water to serve individual homes and businesses; other utilities that have minimal olfactory, visual or auditory impacts; street lights; and fire hydrants.	Ρ	Ρ	Ρ	Ρ
Public uses, including, but not limited to, fire and police stations.	Ν	N	Р	N
Wireless Telecommunications Systems Facilities. Only flush mounting the entire antenna on a building shall be permitted if the connecting cables cannot be seen; they are	Р	Р	Р	Р

color matched to the building; and they match the façade of the building. If conditions do not favor flush mounted antennas, a stand-alone monopole antenna not more than		
15 feet high, measured from the place of attachment on the roof, shall be permitted if the antenna is set back so that it		
cannot be seen from street.		

\* Educational facilities include, but are not limited to, classrooms, auditoriums, labs, gyms and libraries.

(6316; 6279)

View the mobile version.

### INITIAL AGENCY 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;

To advise the seller 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 seller except under subpoena or court order, even after termination of the agency relationship; and

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; Revised 9/9/2013
- 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.
- 4) A buyer's agent owes the buyer the following affirmative duties:
- 5) To exercise reasonable care and diligence;
- 6) To account in a timely manner for money and property received from or on behalf of the buyer;
- 7) To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
- 8) To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
- 9) To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
- 10) To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
- 11) 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.

Revised 9/9/2013