

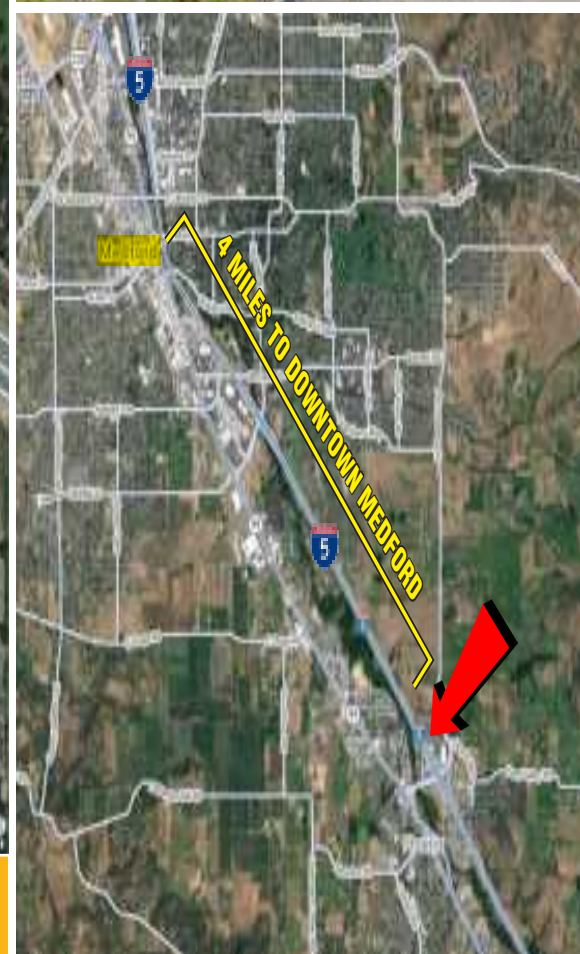
Phoenix I-5 Development Land

N Phoenix Rd & Grove Rd, PHOENIX OR

Commercial Land Located Off Interstate 5 Just South of Medford, OR
2.93 Acres Remaining • Adjacent to Upcoming Retail Development



SITE DIRECTLY OFF INTERSTATE 5 • HIGH EXPOSURE LOCATION



Prime-Location Development Land

DIRECTLY OFF I-5 AND NEXT TO THE HOME DEPOT

Southern Oregon I-5 Corridor Opportunity near Medford

CH "COMMERCIAL HIGHWAY" ZONING • 2.93 ACRE PORTION REMAINING FOR SALE
DEVELOPMENT-FRIENDLY ENVIRONMENT • JUST SOUTH OF MEDFORD



George N. Diamond

503.222.2178 Licensed in OR & WA
gdiamond@capacitycommercial.com

Nicholas G. Diamond

503.222.2655 Licensed in OR & WA
ndiamond@capacitycommercial.com

Riley Henderson

503.975.9301 Licensed in OR & WA
riley@capacitycommercial.com

Capacity | 805 SW Broadway #600, Portland OR 97205 | 503.326.9000 | capacitycommercial.com

01.18.2023

Phoenix I-5 Development Land

N Phoenix Rd & Grove Rd, PHOENIX OR

UPCOMING
RETAIL

1

PARCEL #1
1.56 ACRES
SOLD

Garrison's Home

2

PARCEL #2
0.78 ACRES
SOLD

3

UNDER CONTRACT
PARCEL #3 West
1.107 ACRES

3

PARCEL #3 East
2.93 ACRES
AVAILABLE

GROVE RD

N PHOENIX RD

I-5 | 41,000+ VPD

DEVELOPMENT OPPORTUNITY IN SOUTHERN OREGON

Sale Price : \$1,532,640 (\$12 / SF)

Parcel 1 | 1.56 Acres: **SOLD**

Parcel 2 | 0.78 Acres: **SOLD**

Parcel 3 (West) | 1.107 Acres: **UNDER CONTRACT**

Parcel 3 (East) | 2.93 Acres: **AVAILABLE**

Property Details

Parcel (3 East) Gross Area 2.93 AC / 127,720 SF

Property Zoning CH - Comm. Hwy

Capacity Commercial Group presents the unique opportunity to acquire prime location property in Phoenix, Oregon. The offering consists of the eastern portion (2.93 acres) of a 4.04 acre parcel, of which the western portion (1.107 acres) is currently under contract. The parcel will be divided and recorded upon the sale of the western portion. The two adjacent parcels (1 and 2) are sold and will be home to upcoming furniture retailer *Garrison's Home* (now under construction).

Prime location and visibility off Interstate 5 just south of Medford, OR positions the subject parcels in an ideal corridor for commercial exposure. Traffic proximate to the site is bolstered by adjacent La-Z-Boy and The Home Depot destination retailers. Additionally, the subject benefits from proximity directly off the new diamond interchange of N Phoenix Road over I-5. This offering is an excellent commercial development, investment or owner-user opportunity in a rapidly-developing area of Southern Oregon.

OFFERING SUMMARY



Prime Highway Commercial Development Parcel • Off I-5 Just South of Medford

Sale Offering

DEVELOPMENT OPPORTUNITY

Presented Exclusively by Capacity Commercial Group

Contact Broker for Full Info

- Prime Commercial Development Land in Phoenix, OR Off I-5 near Medford
- Rare Opportunity with Excellent Exposure
- Parcels 1 + 2 Home to Upcoming Home Furnishings Retailer *Garrison's Home* - Now Under Construction
- Commercial Highway (CH) Allows Retail, Restaurant, Office, Lodging / RV Park, Entertainment, Wholesale & More
- 2.93 Acres Remaining in Parcel 3 (Partially Under Contract)
- Adjacent to Medford Urban Growth Boundary (UGB) Extension
- Directly Off New Diamond Interchange at N Phoenix & I-5
- Exit 24 Immediately Off Interstate 5 in Phoenix, OR - Just 4 Miles South of Downtown Medford - 41,000+ VPD
- New Diverging Diamond Interchange Feeds Significant New Development and Proposed Construction
- Nearby Highlights include The Home Depot, La-Z-Boy, DSU Peterbilt & GMC, Shell, America's Best Value Inn, U-Haul Neighborhood Dealer, Indigo Creek Outfitters, Dollar Tree, Holiday RV Park, Storage at Exit 24



Capacity | 805 SW Broadway #600, Portland OR 97205 | 503.326.9000 | capacitycommercial.com

SALE HIGHLIGHTS PAGE 2

LAND PARTITION

LYING SITUATE WITHIN

DONATION LAND CLAIM NO. 42

SHIP 38 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN
CITY OF PHOENIX, JACKSON COUNTY, OREGON

FOR

Medford Acres, LLC

204 Valley Oaks Drive

Alamo, CA 94507

FLAG	BEARING	DISTANCE
①	S 86°25'01" E	23.16'
②	N 58°14'59" E	9.72'
③	N 55°31'21" E	36.06'
④	N 21°00'50" E	26.93'
⑤	N 45°31'20" E	27.27'
⑥	S 00°08'14" W	15.49'

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SCALE: 1" = 60'



Assessor's Map No. 38 1W 09 A, Tax Lot 2200 & 38 1W 10, Tax Lot 202

I HEREBY CERTIFY THAT THIS PLAT IS AN EXACT COPY OF THE ORIGINAL.

SURVEYOR

REGISTERED
PROFESSIONAL
LAND SURVEYOR

ELECTRIC
OREGON
JULY 14, 1998
SHAWN KANPMANN
2883 LS

RENEWAL DATE: 6/30/2019

SURVEYED BY:

SURVEYED BY:
POLARIS LAND SURVEYING LLC
P.O. BOX 459
ASHLAND, OREGON 97520
(541) 482-5009

DATE: OCTOBER 16, 2018
PROJECT NO. 1196-18

FILE: SURVEYS\1196-18\GROVE WAY PARTITION PLAT.DWG SHEET 2 of.

Phoenix I-5 Development Land

ZONING MAP

CITY OF PHOENIX, OREGON

PRIMARY USES

C-H COMMERCIAL HIGHWAY ZONES

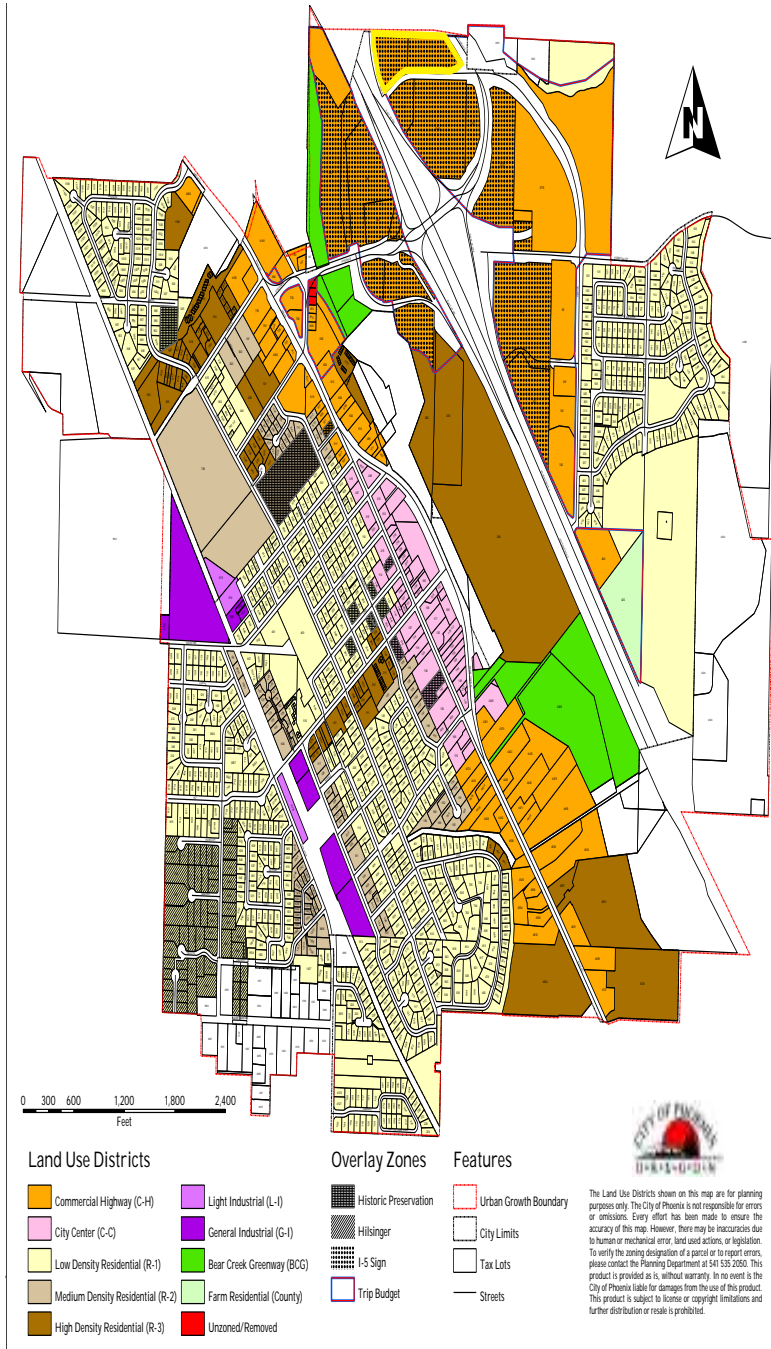


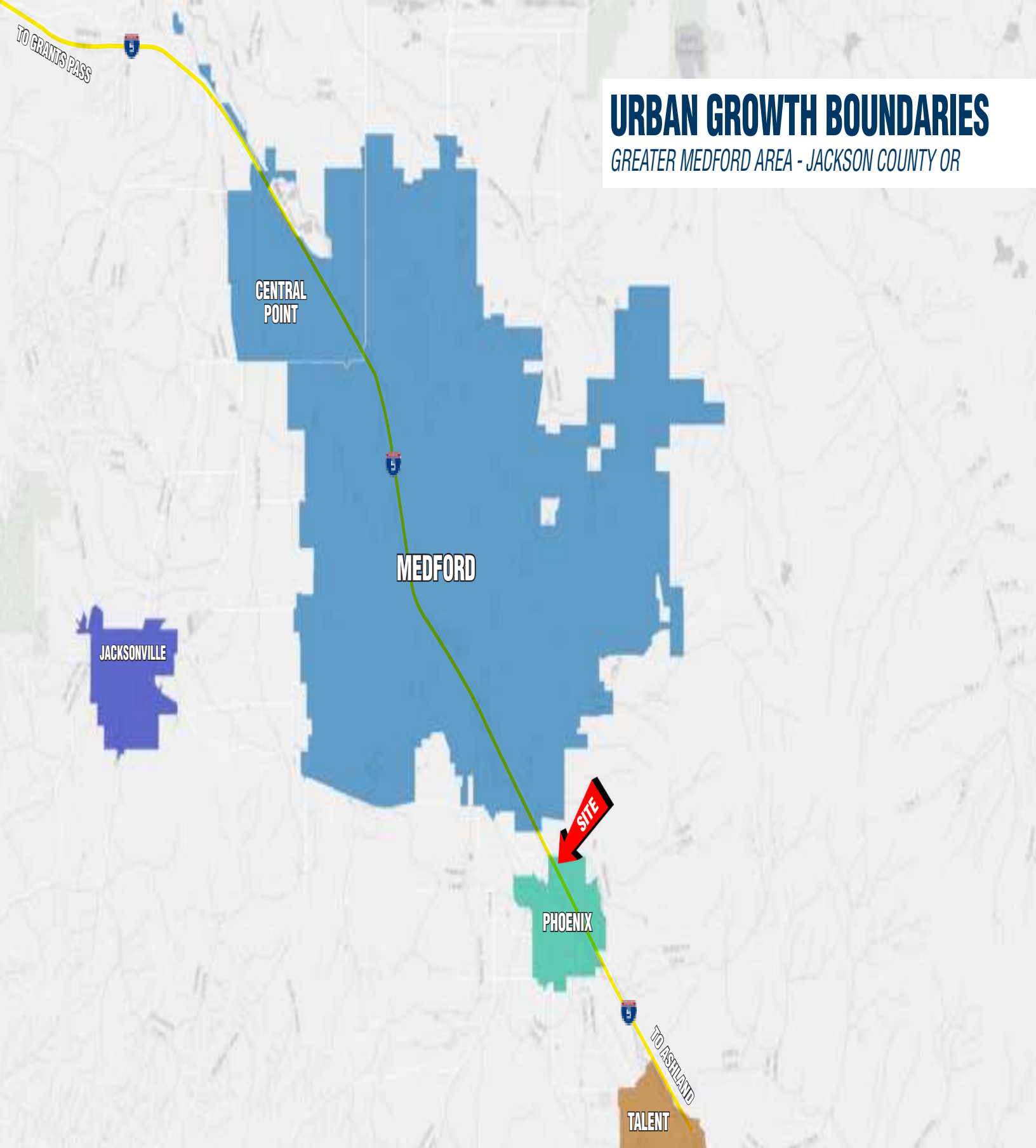
Table 1: 2.4.2 – Permitted and Conditionally Permitted Land Uses in C-H

Commercial	
Retail Sales and Service, indoor only:	P
• less than 30,000 square feet GLA*	C
• 30,000 to 50,000 square feet GLA	C, I-5
• greater than 50,000 square feet GLA	
Nurseries and Landscape Supplies	C
Urban Agriculture < 2,000 GLA (indoor and outdoor)	P
Urban Agriculture > 2,000 GLA (indoor and outdoor)	C
Restaurants with drive-through	C
Restaurants without drive-through	P
Drive-up, drive-in, and drive-through facilities	C
Office, Banks, Research Facilities, and Clinics	P
Vet Hospitals (entirely enclosed in building)	C
Truck Stops, Truck Sales, and Heavy Equipment Sales	C, I-5
Auto Repair	P
Service Stations	C
Distribution Facilities	C
Lodging and RV Parks	P
Vehicle Sales and Service, RV and Boat Sales, Manufactured Home Sales, and Fuel Sales	C
Commercial and Public Parking	P
Commercial Storage – enclosed in building and on an upper story	P
Commercial Storage – not enclosed in building	C
Entertainment and Gyms – enclosed in building (e.g., theater, museums, bowling alleys)	P
Entertainment and Gyms – not enclosed (e.g., amusement parks)	C
Wholesale – 20,000 square feet GLA and greater	C
Wholesale – less than 20,000 square feet GLA	P
Assisted Living Facilities	C
Mixed-use (residential with commercial/civic/industrial)	N
Civic	
Government –offices, public library	P
Government –public works yards	C
Parks and Open Space	P
Schools – pre-school, daycare, and primary	P
Schools – secondary, colleges, and vocational	P
Clubs and Religious Institutions	C
Transportation facilities. Operation, maintenance, preservation, and construction in accordance with the City's Transportation System Plan	
Light Industrial	
Manufacturing and Production 5,000 sq. ft. and larger	C
Manufacturing and Production less than 5,000 sq. ft. with retail outlet	P
Warehouse	C
Transportation, Freight and Distribution, Taxi Cab Dispatch, Emergency Vehicle Dispatch	C, I-5
Industrial Service (e.g., cleaning, repair)	C, I-5
Processing of Raw Materials	N

Key to Permitted Uses:

P = Permitted; N = Not Permitted; C = Conditional Use (without sunset provision); I-5 = Along the I-5 corridor only, not permitted along Hwy. 99; *GLA = Gross Leasable Area





URBAN GROWTH BOUNDARIES

GREATER MEDFORD AREA - JACKSON COUNTY OR

CENTRAL
POINT

MEDFORD

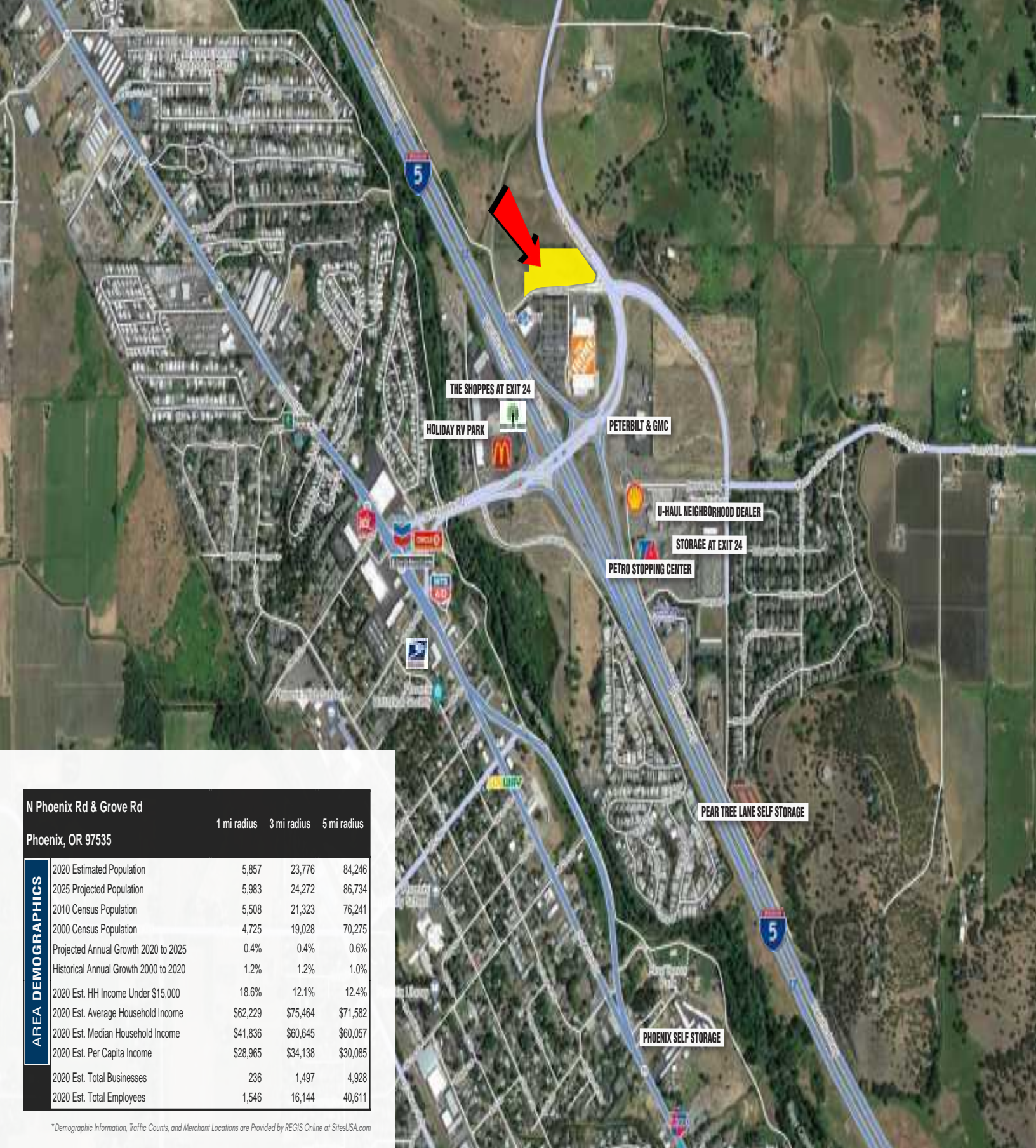
JACKSONVILLE

SITE

PHOENIX

TALENT





Phoenix I-5 Development Land

Offering Terms

Offers should be presented in the form of a nonbinding letter of intent, spelling out the significant terms and conditions, including, but not limited to:

- (1) Asset pricing,
- (2) Due diligence and closing time frame,
- (3) Earnest money deposit,
- (4) A description of the debt/equity structure, and
- (5) Qualifications to close

Offers should be delivered to the attention of
Capacity Commercial Group

Broker Contact

GEORGE N. DIAMOND

503.222.2178

GDiamond@CapacityCommercial.com

NICHOLAS G. DIAMOND

503.222.2655

NDiamond@CapacityCommercial.com

RILEY HENDERSON

503.975.9301

Riley@CapacityCommercial.com

DO NOT DISTURB TENANT(S) OR INDIVIDUALS ON PREMISES
REGARDING THIS LISTING - PLEASE DIRECT ALL INQUIRIES
SOLELY TO THE ATTENTION OF CAPACITY COMMERCIAL GROUP





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 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 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:

- 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
- 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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A seller's agent owes the seller the following affirmative duties;

- To exercise reasonable care and diligence;
- To account in a timely manner for money and property received from or on behalf of the seller;
- To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
- 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 transactions 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 the above 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 compliance with law.

Duties and Responsibilities of 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:

- 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.

A buyer's agent owes the buyer the following affirmative duties:

- 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 after 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 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.

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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 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 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 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.

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