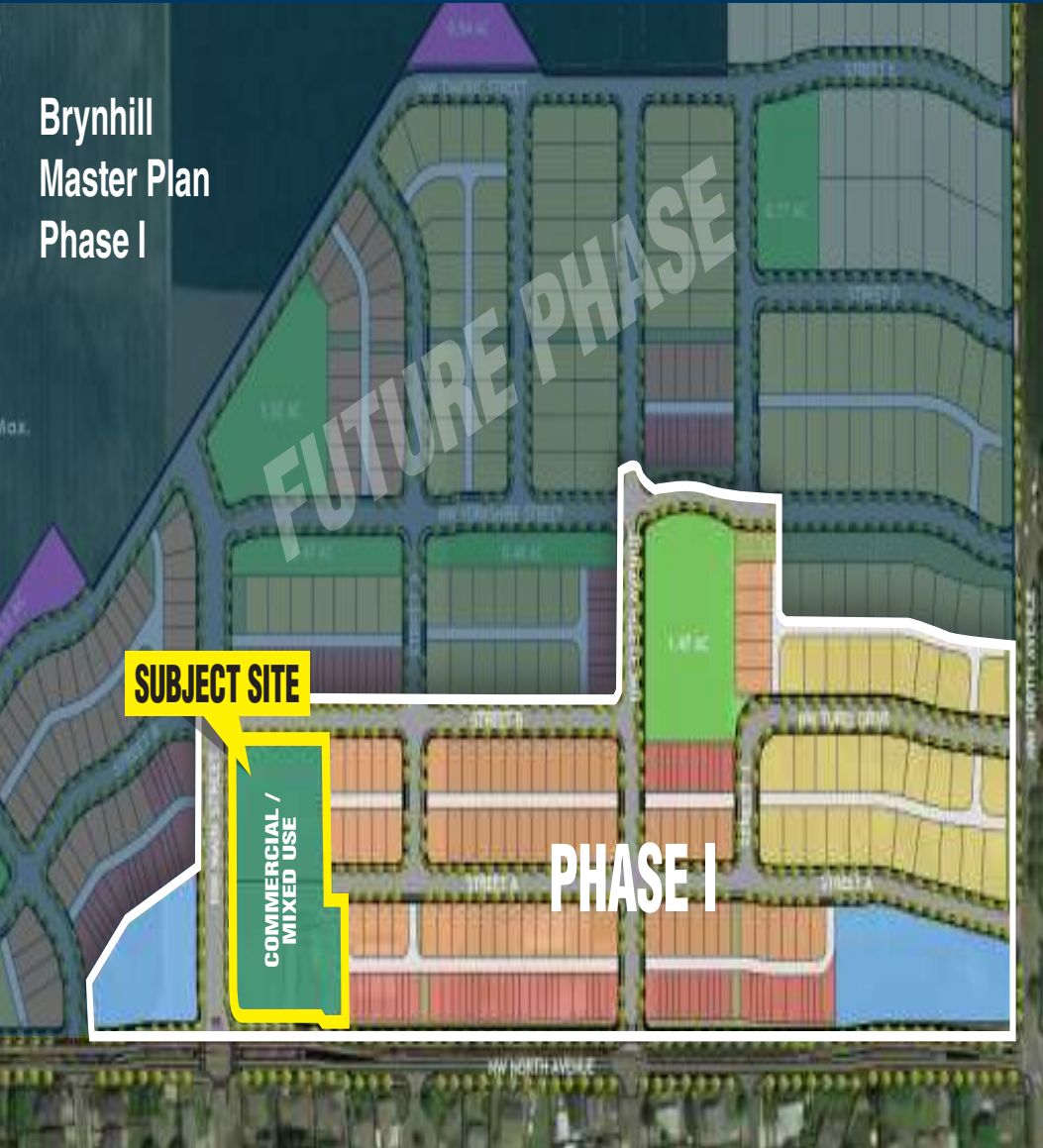


# Brynhill Mixed-Use Land

NW Main St & NW North Ave, NORTH PLAINS OR

**Mixed-Use Development Site with Approvals • Part of Brynhill Master Plan**  
**~2.02 AC • Plans for 44 Multifamily Apartment Units + Commercial Space**

Brynhill  
Master Plan  
Phase I



DEVELOPMENT RENDERING



## Master Plan Mixed-Use Property

NORTH PLAINS, WASHINGTON COUNTY, OREGON

## Mixed-Use Development Site in the Brynhill Master Plan

PLANS FOR 44 MULTIFAMILY UNITS + 8,700 SF GROUND-FLOOR COMMERCIAL SPACE

DESIGN REVIEW AND CONDITIONAL USE PERMIT APPROVED

**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

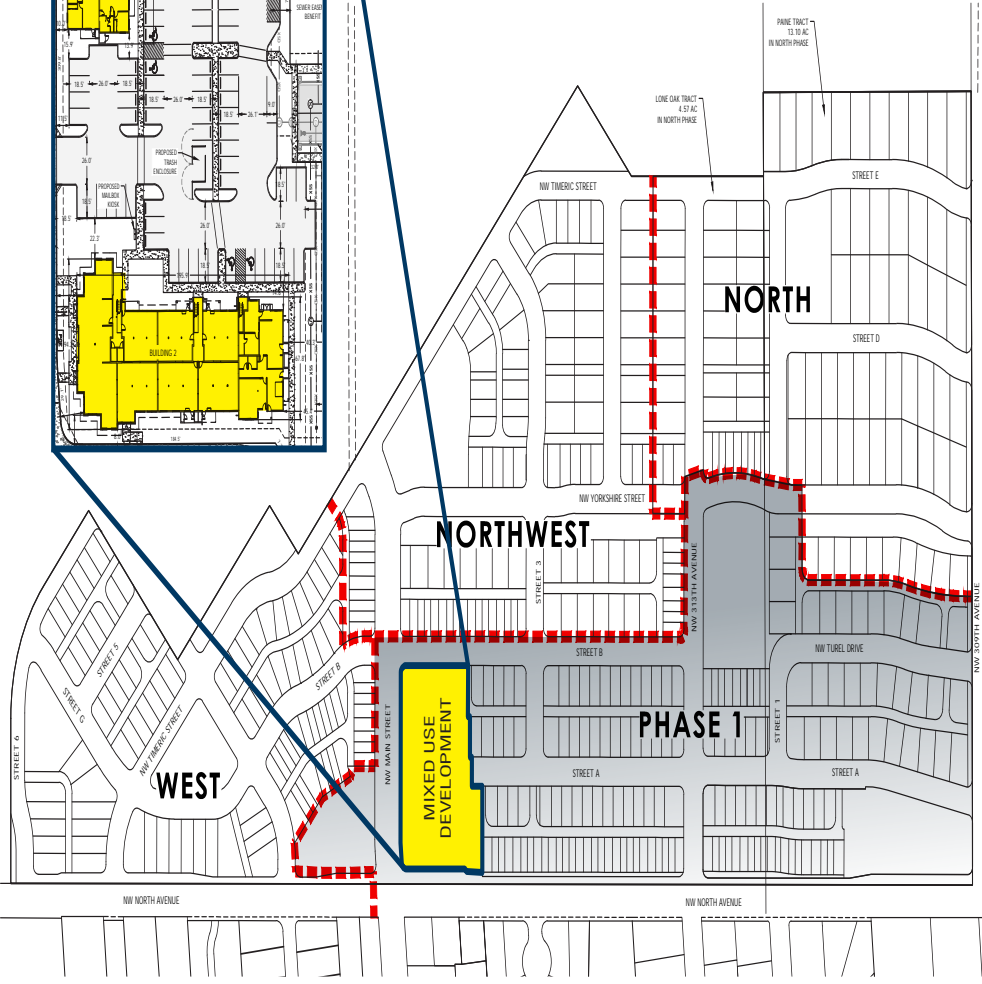
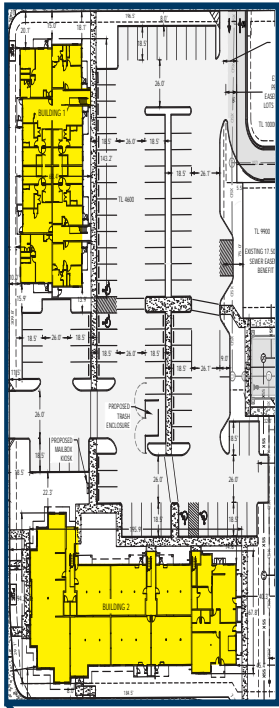
Capacity | 805 SW Broadway #600, Portland OR 97205 | 503.326.9000 | capacitycommercial.com

03.15.2023

Approved Development Plan

# Brynhill Mixed-Use Land

NW Main St & NW North Ave, NORTH PLAINS OR



## OFFERING SUMMARY

**Sale Price: \$1,400,000 (\$15.94 / SF)**

**ONE TAX PARCEL**

### Property Details

Total Gross Land Area	~2.016 AC / 87,823 SF
Local Zoning	NC - Neighborhood Commun.
Land Use Designation	Commercial / Mixed Use
Planned Multifamily	44 Apartment Units
Planned Commercial	4,700 SF + 4,000 SF Flex Commercial
Approval Status	Design Review & Conditional Use Permit Approval
Master Plan Phase	Brynhill Phase 1
Expansion Area	North Plains UGB Expansion

**Capacity Commercial Group** presents the unique opportunity to acquire prime location development property at *Brynhill* - a 73-acre master-planned community in North Plains, Oregon, in the Portland metro area. The offering will comprise **one tax parcel** totaling approximately 2.016 acres (87,823 Sq. Ft.). The property is designated Commercial / Mixed-Use within Phase I of the *Brynhill Master Plan*. The site features **conceptual plans (design review and conditional use permit approval)** for 44 multifamily units, 4,700 SF commercial space and 4,000 SF flex commercial which may be converted to residential after two years. The multifamily units are split across two buildings, one of which features ground-floor commercial space.

*Brynhill* is part of the North Plains UGB expansion area and is planned to include 461 residential lots, commercial development, active park areas and communal green spaces.

## Commercial / Mixed-Use Development Parcel • Brynhill Master Plan Phase I

### Sale Offering

#### DEVELOPMENT LAND

Presented Exclusively by Capacity Commercial Group

#### Contact Broker for Full Info

- **Mixed-Use Development Site with Approvals in North Plains, OR**
- Design Review & Cond. Use Permit Approvals
- Brynhill features 461 Planned Residential Lots, Parks and Green Spaces and Commercial / Mixed Use Area
- **Approx. 2.016 Acres / 87,823 SF** (Gross Size)
- Development Plans for 44 Multifamily Units, 4,700 SF Commercial Space and 4,000 SF Flex Commercial / Residential
- North Plains Northern Urban Growth Boundary Expansion Area along Northwest North Avenue in North Plains
- Convenient to NW Sunset Highway (US Highway 26) to Hillsboro which features Major Employers (Intel, Amazon, Kaiser Permanente) and Retailers / Attractions (Hillsboro Stadium, Hillsboro Airport, Orenco Station, Tansbourne Town Center) and 30 Minutes to Downtown Portland



# Development Opportunity in Master-Planned Community

## Brynhill Mixed-Use Land

### MIXED-USE LAND AT BRYNHILL

Building Type	Min. Lot Size (sf)	Min. Lot Width (ft)	Min. Lot Depth (sf)	Max. Lot Coverage (%)	Max. Bldg. Height (ft)	Min. Front Setback (ft) front/alley Loaded	Min. Rear Setback (ft) front/alley Loaded	Min. Side Setback (ft)	Min. Street Side Setback (ft)
Multi-family	4,800	50	85	80	45	15/12	10/0	5	10
Mixed Use Building	6,000	55	85	80	45	15/12	0	0	0
Commercial/Institutional	7,000	60	85	80	45	0	0	0	0

#### LEGEND

- SET 5/8" X 30" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "PACIFIC COMMUNITY DESIGN" SET DURING REMAINING MONUMENTATION SET ON:
- SET 5/8" X 30" IRON ROD WITH ORANGE PLASTIC CAP IN MONUMENT BOX INSCRIBED "PACIFIC COMMUNITY DESIGN" SET DURING REMAINING MONUMENTATION SET ON:
- ⚡ SET 5/8" X 30" IRON ROD WITH ORANGE PLASTIC CAP FLUSH WITH STREET INSCRIBED "PACIFIC COMMUNITY DESIGN" SET DURING REMAINING MONUMENTATION SET ON:
- FOUND 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "PACIFIC COMMUNITY DESIGN" HELD PER SURVEY NO. 33,873
- PUE PUBLIC UTILITY EASEMENT
- CWS CLEAN WATER SERVICES
- SDE STORM SEWER EASEMENT TO BENEFIT CWS





Development Opportunity in Master-Planned Community

# Brynhill Mixed-Use Land

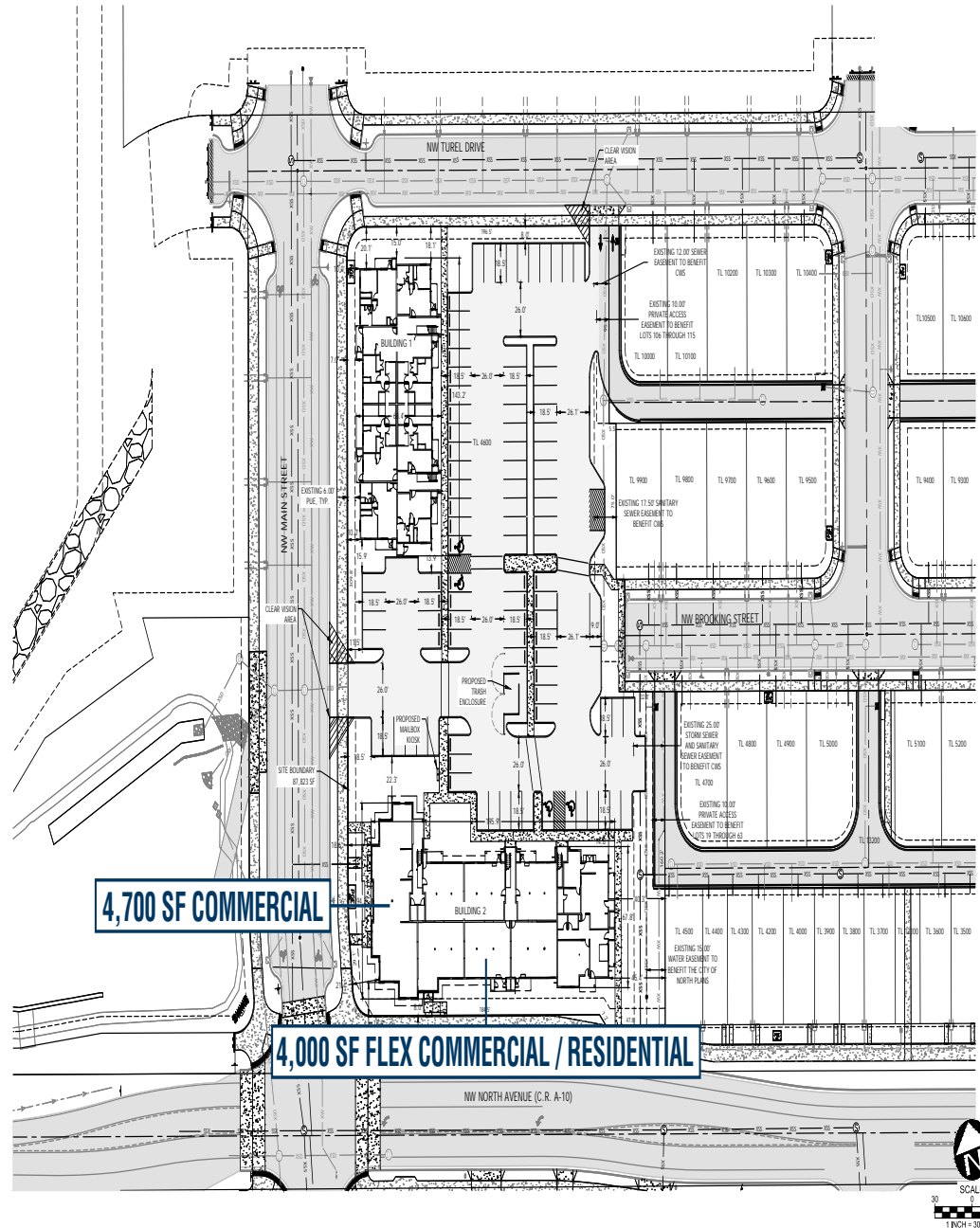
## APPROVED SITE PLAN

### LOT COVERAGE AREA:

GROSS AREA =	87,823 SF
BUILDING 1 =	8,312 SF
BUILDING 2 =	12,635 SF
TOTAL BUILDING AREA =	20,947 SF
PERCENT COVERAGE =	23.8%
PARKING LOT =	39,230 SF
PERCENT COVERAGE =	44.7%



AL No. 2017-17-0000-0000 Planning Submittal 170001 (00 SITE PLAN) - SHEET 4 - April 12, 2022 - 10:00am JRM

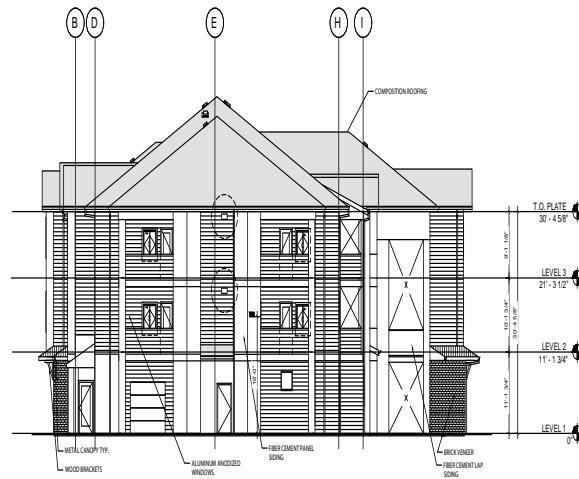




# Brynhill Mixed-Use Land

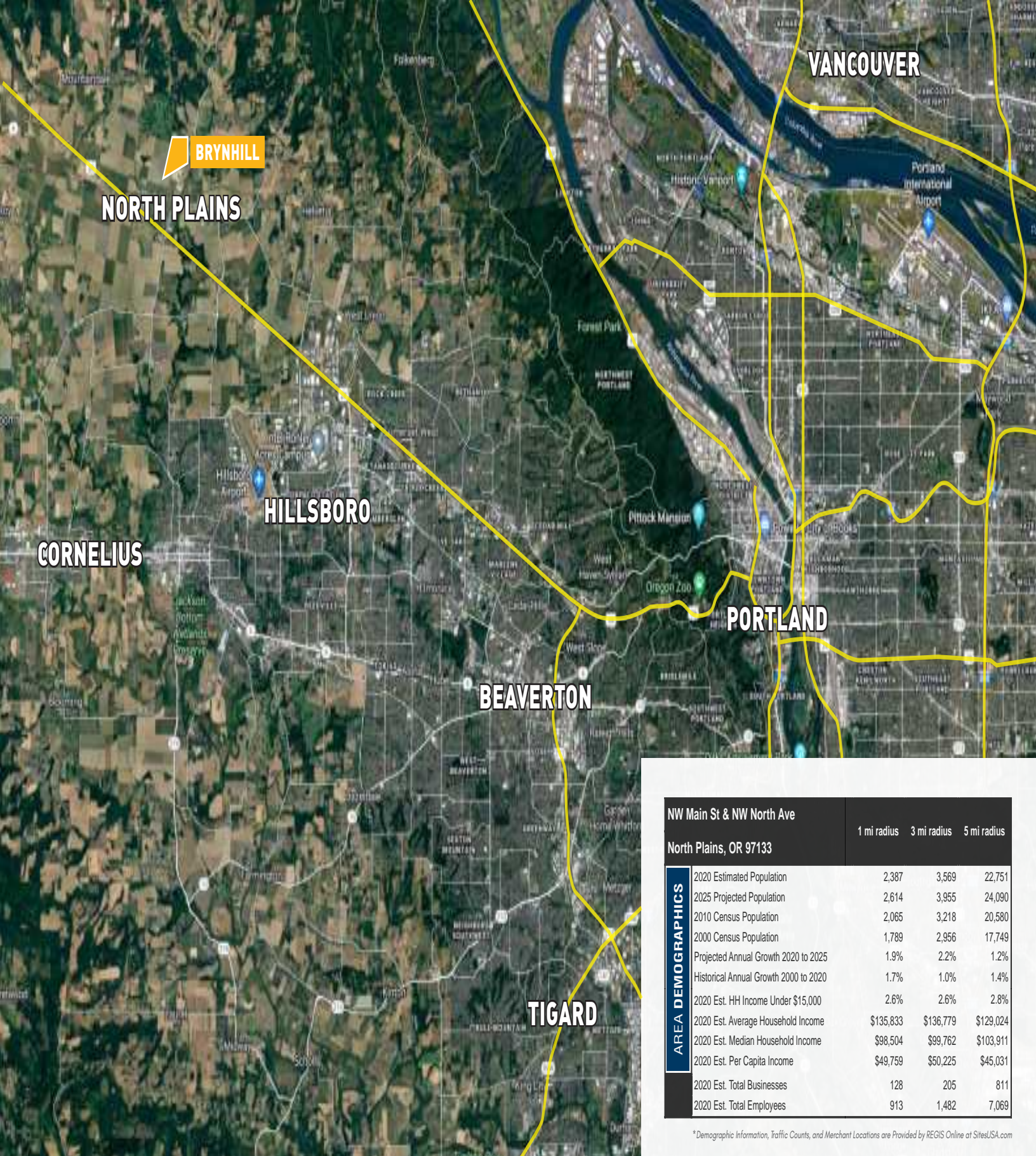
Architectural elevation drawing of a three-story building facade. The drawing includes the following callouts and details:

- Callouts (1-11):** Numbered circles 1 through 11 indicating specific material or detail locations along the facade.
- COMPOSITION ROOFING:** Label pointing to the roofline.
- LEVEL 3:** 27' - 3'10"
- LEVEL 2:** 11' - 1'34"
- LEVEL 1:** 0' - 0"
- TO PLATE:** 30' - 4'58"
- DETAILS:**
  - ALUMINUM ANODIZED BRIDGING
  - STONE FRONT
  - BRICK
  - FIBER CEMENT PANEL Siding
  - FIBER CEMENT LAP Siding
  - METAL CLASP TYP.
  - WOOD BRACKETS
  - BRICK VENER
- Dimensions:**
  - 9' 11' 0"
  - 11' 11' 0"
  - 11' 11' 0"









NW Main St & NW North Ave		1 mi radius	3 mi radius	5 mi radius
North Plains, OR 97133				
AREA DEMOGRAPHICS	2020 Estimated Population	2,387	3,569	22,751
	2025 Projected Population	2,614	3,955	24,090
	2010 Census Population	2,065	3,218	20,580
	2000 Census Population	1,789	2,956	17,749
	Projected Annual Growth 2020 to 2025	1.9%	2.2%	1.2%
	Historical Annual Growth 2000 to 2020	1.7%	1.0%	1.4%
	2020 Est. HH Income Under \$15,000	2.6%	2.6%	2.8%
	2020 Est. Average Household Income	\$135,833	\$136,779	\$129,024
	2020 Est. Median Household Income	\$98,504	\$99,762	\$103,911
	2020 Est. Per Capita Income	\$49,759	\$50,225	\$45,031
2020 Est. Total Businesses		128	205	811
2020 Est. Total Employees		913	1,482	7,069

\*Demographic Information, Traffic Counts, and Merchant Locations are Provided by REGIS Online at SitesUSA.com





# Brynhill Mixed-Use 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](mailto:GDiamond@CapacityCommercial.com)

### NICHOLAS G. DIAMOND

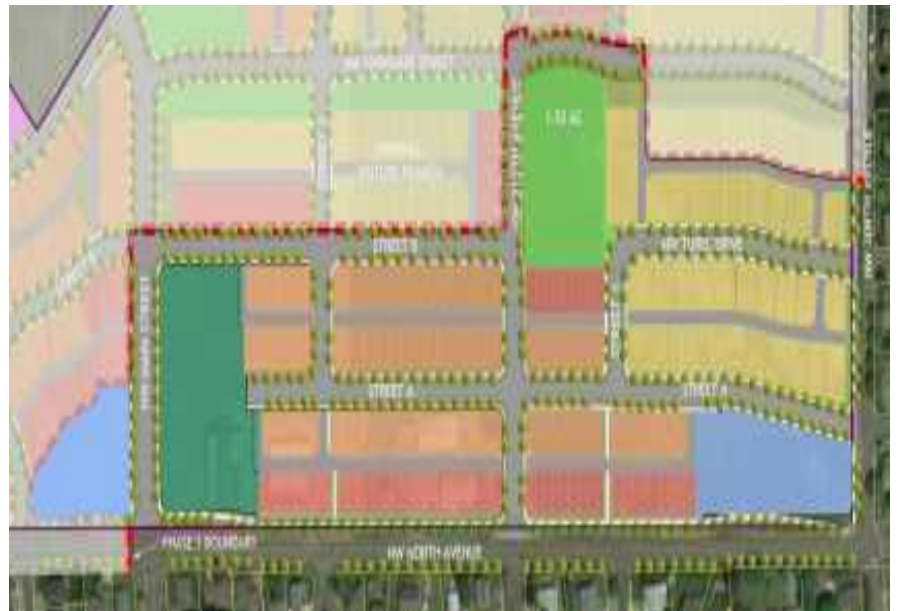
503.222.2655

[NDiamond@CapacityCommercial.com](mailto:NDiamond@CapacityCommercial.com)

### RILEY HENDERSON

503.975.9301

[Riley@CapacityCommercial.com](mailto: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:

- 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:

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;

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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;
5. To advise the seller to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. 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 conformance 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:

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 buyer's agent owes the buyer 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 buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. 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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