

**Lowell City Council
Special Meeting
Friday, April 25, 2025, at 7:00 pm**

ZOOM ONLY MEETING

Members of the public may provide comment or testimony through the following:

- Joining in person or by phone, tablet, or personal computer. For details, click on the event at <www.ci.lowell.or.us>.
 - Mailing written comments to PO Box 490, Lowell, OR 97452 or delivering in person at Lowell City Hall located at 70 N. Pioneer St.
 - By email to admin@ci.lowell.or.us.
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Call to Order/Roll Call

Councilors: Mayor Weathers ___ Murray ___ Harris ___ Stratis ___ Bennett ___

Approval of Agenda

New Business

1. Motion for Exclusive Authorization of Sale with Campbell Commercial Real-estate for 107 East Third Street Lowell, Oregon 97452 and authorize City Administrator to sign. - Discussion/ Possible action

Adjourn the Special Meeting.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

FOR SALE



107 E 3RD STREET - LOWELL, OREGON 97452

VERSATILE PROPERTY IN THE HEART OF LOWELL OPPORTUNITY FOR INVESTORS, DEVELOPERS, OR OWNER/USER

- BUILDING SIZE: 3,694 SF
- LOT SIZE: 0.41 ACRES
- ZONING: DRA (DOWNTOWN RESIDENTIAL ATTACHED)

Purchase Price: \$375,000



SUZANNE KINTZLEY
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541-915-6009 (cell)
541-484-2214 (office)
Licensed in the State of Oregon

The information in this package was obtained from sources deemed reliable, and is not guaranteed by agent. Package is subject to change, error or omission, prior sale or lease, correction or withdrawal. Any party contemplating purchase is urged to conduct their own independent study and inspection.

Well-Located Property Suitable for Redevelopment or Owner Use

107 E 3rd Street - Lowell, Oregon

Located within Lowell's downtown district, this **0.41-acre property** offers flexible potential for a variety of uses—whether you're an investor seeking multifamily income, a developer looking for a centrally located development site, or an owner-user ready to repurpose an existing building.

The property includes a **3,694 sq. ft. structure** (built circa 1970), formerly used as City Hall and the public library. The site is **zoned DRA – Downtown Residential Attached**, allowing for up to **8 multifamily residential units** or adaptive reuse for office, studio, community services, or live/work purposes.

Property Highlights:

- **Lot Size:** 0.41 acres (17,860 sq. ft.)
- **Existing Building:** 3,694 sq. ft. single-story structure
- **Zoning:** DRA (Downtown Residential Attached)
- **Allowed Uses:**
 - Multifamily residential (up to 8 units)
 - Adaptive reuse for office, retail, or studio
 - Owner-occupant opportunity
- **Utilities:** Connected to city infrastructure including fiber internet service
- **Location:** Walkable downtown core, near schools, parks, and Dexter Reservoir/Willamette River
- **Map & Tax Lot:** #19-01-14-22-02204



Smart Investment in a Growing Market

107 E 3rd Street - Lowell, Oregon

Why Invest in Lowell?

Located just 25 miles from Eugene, Lowell offers small-town charm with easy access to urban amenities. The town is known for its proximity to outdoor recreation—Willamette River, Dexter Lake, Fall Creek, and miles of hiking trails—as well as its growing appeal to remote workers, retirees, and families looking for a more affordable lifestyle.

Community Overview:

- **Population:** 1,327 (within 1-mile), 5,207 (5-mile), 10,200 (10-mile)
- **Median Household Income:** \$65,000
- **Median Home Price:** Below Lane County average
- **Housing Market:** Median home values remain below the Lane County average, offering affordability and long-term upside
- **Location:** Just 25 miles from Eugene; access to regional amenities and employment centers

Ideal For:

- Developers seeking a **redevelopment opportunity** in an established community
- Investors looking for **income-producing multifamily potential**
- Owner-users in need of **flexible office or studio space**
- Civic or nonprofit groups seeking a **walkable downtown location**
- Visionaries who want to create something meaningful in a **connected, small-town setting**



Lowell, Oregon

Live local. Build smart. Invest in Lowell.

Located along the shores of Dexter Lake, Lowell, Oregon, is a small town with a strong sense of community. Locals and visitors enjoy a variety of annual events, including the popular Blackberry Jam Festival, the Covered Bridge Regatta, and exciting summer boat races. Seasonal celebrations like the Christmas Parade and Tree Lighting bring people together and create a welcoming, close-knit atmosphere—making Lowell a great place to live and grow.



A Thriving Business Community

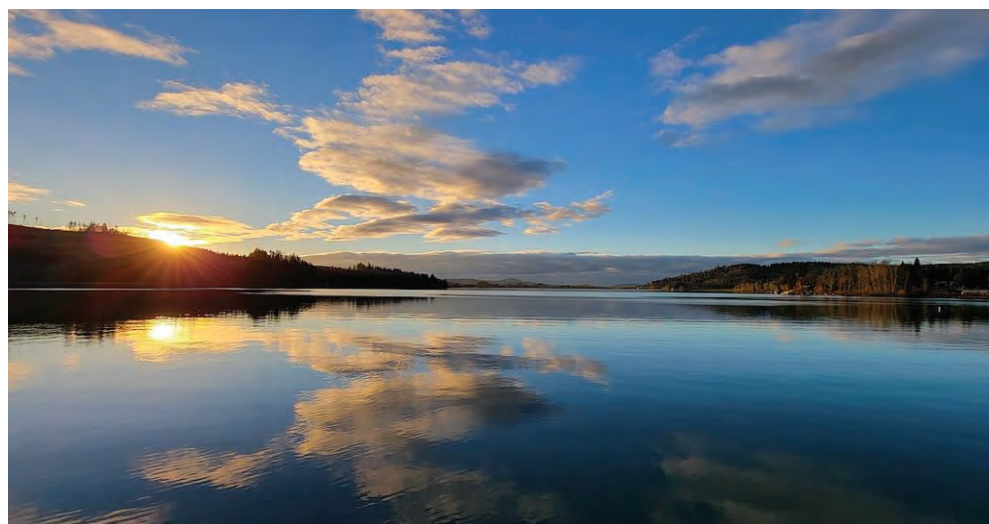
The city boasts a vibrant local economy, anchored by a wide array of locally owned businesses. Community staples like the General Store, a beloved restaurant, and a cozy coffee cart serve residents and visitors daily. The industrial park houses several manufacturing companies and skilled trades, contributing to the city's strong economic backbone. Additionally, cottage industries thrive here, supporting local service providers such as a boutique salon, a personal training studio, and a charming florist. Together, these businesses create a dynamic and supportive environment for entrepreneurship and community connection.



Education with Options and Excellence

The Lowell Public School District is dedicated to providing diverse educational opportunities for students and families. Established in 1930 on land generously donated by the Wetleau family, the district continues to honor its legacy through a commitment to quality education.

Families can choose from a traditional K–12 public school experience or two innovative charter options. Mountain View Academy offers a K–8 in-school charter setting, while Bridge Charter Academy provides a flexible hybrid model, blending at-home learning with weekly on-campus check-ins. Across all schools, students benefit from academic rigor, personalized attention, and small class sizes designed to support their success.



Surrounding Community Amenities

107 E 3rd Street - Lowell, Oregon

Education & Community Resources

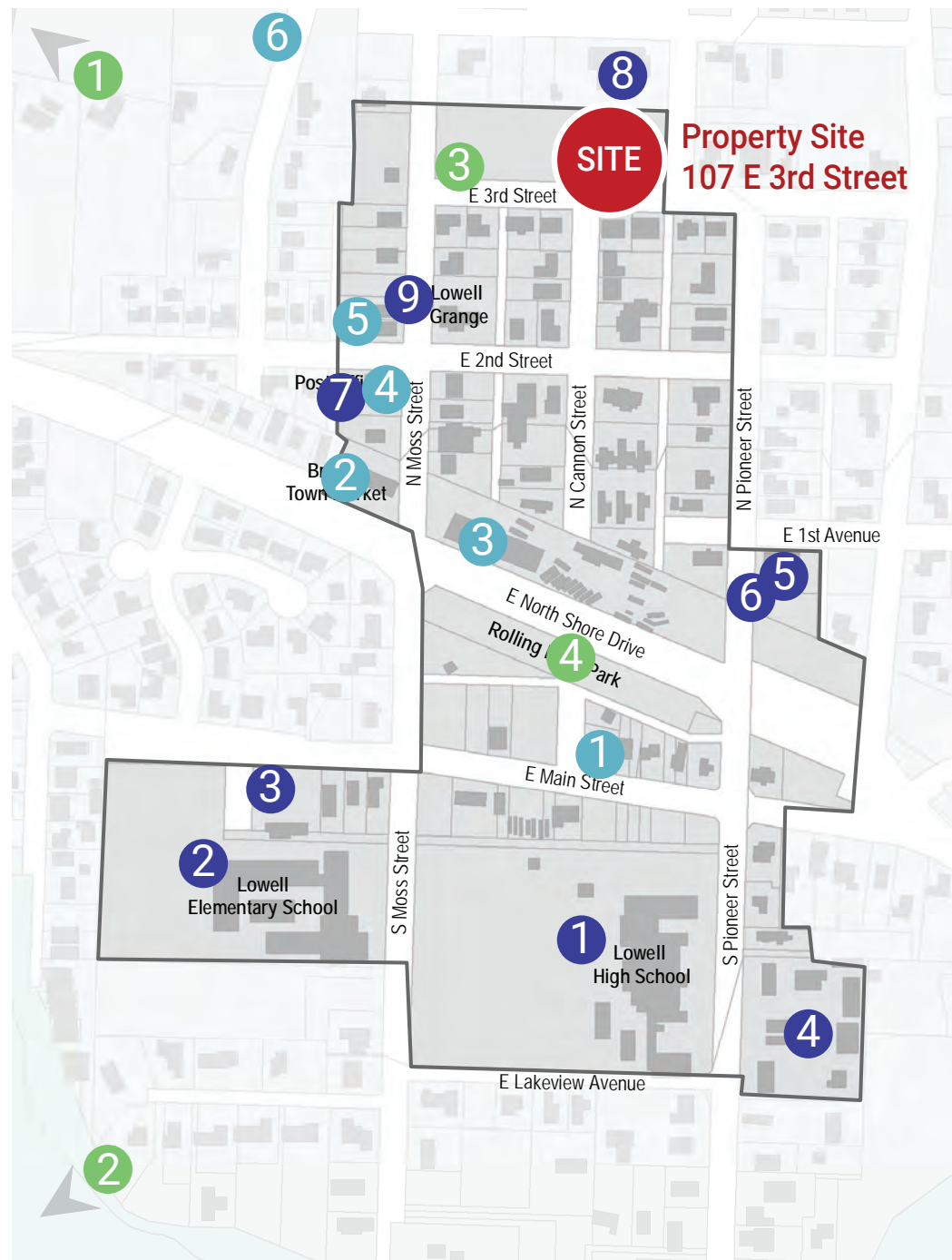
- ① Lowell High School (9-12)
- ② Lundy Elementary School (K-6)
- ③ Mountain View Academy – In-person K-12 learning
- ④ Bridge Charter Academy – K-12 with flexible options
- ⑤ Maggie Osgood Public Library
- ⑥ City Hall
- ⑦ Lowell Post Office
- ⑧ Lowell Fire Department
- ⑨ Lowell Grange

Parks & Recreation

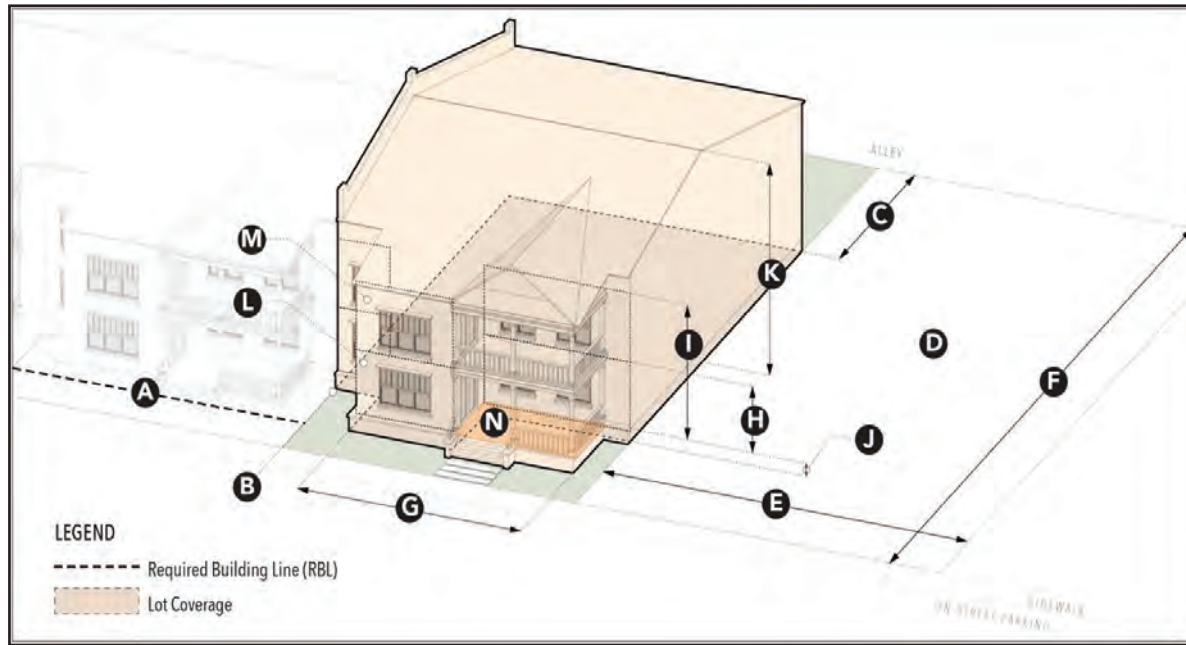
- ① Lowell State Recreation Site
- ② Paul Fisher Park
- ③ Rolling Rock Park
- ④ Orchard Park

Local Businesses Nearby

- ① Stomping Grounds Coffee Stop
- ② BridgeTown Gas & Grocery
- ③ BridgeTown Construction
- ④ Armando's Mexican Restaurant
- ⑤ Lowell Mini-Storage
- ⑥ Lowell Industrial Park



Downtown Residential Detached Building Standards Sheet



Notes

- Uses that create odor, dust, smoke, noise, or vibration that is perceptible beyond the property boundaries are prohibited.
- Primary building entrance must be located along the Required Pedestrian Entry Zone and oriented to the street.
- Maximum lot coverage includes accessory buildings, provided that any patio structure used solely for open space and swimming pool not structurally covered shall not be counted as a structure for measuring coverage.
- Maximum building height excludes basements and daylight basements. Accessory buildings are limited to one story.
- Off-street parking, drives, garages, and other vehicle areas must be oriented to and accessed from an alley, or located behind or to the side of the building; they shall not be placed between buildings and streets.
 - Attached and detached garages shall be oriented to and accessed from an alley
 - When no alley exists, garages shall be tucked under the first story and accessed from the front or side of the property if set back a minimum of 20 ft from the front or 10 ft from the side.
- Residential uses entirely above the ground floor must have a balcony at least four feet deep.

Use (see Note 1)

Ground/upper floor: residential, commercial (retail, service, office)

Placement

Front required building line (RBL)	5 - 15 ft; the front-most part of the building (i.e. wall, front porch) must be built to RBL	A
Side setback	5 ft min.	B
Rear setback	5 ft min.; 0 ft min. when abutting an alley	C

Coverage

Lot area	2,000 sf min.	D
Lot width	20 ft min.; 30 ft min. for corner lots	E
Lot depth	1.5x lot width or 100 ft, whichever is less	F
Lot coverage	60% max.; see Note 3	
Primary street facade built to RBL	80% min. of RBL length when applicable	G

Height

Minimum number of floors	2 floors	H
Maximum number of floors	3 floors	I
Ground floor elevation	18 in min. above sidewalk (recommended, but not required).	J
Building height	subject to Fire Chief approval.; see Note 4	K

Facade Transparency

Ground floor	40% of facade area min.	L
Upper floors	40% of facade area min.	M

Porch / covered stoop

Dimension	6 x 6 ft min. for each primary entry	
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Parking

Number of spaces	no min. requirement; see Note 5	N
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107 E 3rd Street - Lowell, Oregon

Building Size: 3,694 SF | Lot Size: 0.41 Acres

Zoning: DRA (Downtown Residential Attached)

Purchase Price: \$375,000



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Licensed in the State of Oregon

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:

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

he 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:

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.

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;

- (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 transaction 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 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;
- (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
- (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.

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.

EXCLUSIVE AUTHORIZATION OF SALE

OWNER hereby grants to CAMPBELL COMMERCIAL REAL ESTATE ("Broker") the exclusive right to negotiate the sale of the real property described below (the "Property") for a period commencing on APRIL 17, 2025 and ending at midnight on MARCH 31, 2026 (the "Listing Period") unless this Authorization is extended in writing and signed by both Owner and Broker. The Property is located 107 E 3rd Street in the City of LOWELL, County of LANE, State of Oregon, and further described as 3,694 SF OF BUILDING LOCATED ON 17,860 SF OF LAND ON THE CORNER OF E 3RD AND PIONEER STREET IN LOWELL.

The price and terms of the sale shall be as follows: THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100-----(\$375,000)
AND/OR SUCH OTHER TERMS AS ACCEPTABLE TO PROPERTY OWNER.

If, during the Listing Period an option or right of refusal to purchase the Property or any interest therein is granted or an escrow is opened or negotiations involving the sale, transfer or conveyance of the Property have commenced and are continuing, then the term of the Listing Period shall be extended with respect to such transaction(s) and negotiations for a period through the exercise of such option or right of first refusal, the closing of such escrow, the final termination of all efforts to complete a transaction or the consummation of such transaction. The term of Listing Period shall be extended one day for each day the Property is off the market during the Listing Period, not to exceed six months. The Property shall be considered off the market for any time period after a purchase and sale agreement, letter of intent or other agreement is executed by Owner and a buyer and before the transaction contemplated by such agreement is terminated by the parties thereto.

In consideration of this Authorization and Broker's agreement diligently to pursue the procurement of a purchaser for the Property, Owner agrees to pay Broker a commission in cash as follows:

1. **Improved Property:** 5% of the gross sales price.
2. **Joint Venture/Exchange:** If an exchange or joint venture is affected in lieu of a sale, a full sales commission shall be paid, computed on the basis of the type and fair market value of the property contributed to the joint venture or properties exchanged. The listing price stated herein shall be prima facie evidence of the fair market value of the Property.

Owner shall pay said commission to Broker if during the Listing Period: (a) the Property or any interest therein is sold, transferred or conveyed by or through Broker, Owner or any other person or entity; or (b) a purchaser is procured by or through Broker, Owner or any other person or entity who is ready, willing and able to purchase the Property or any interest therein on the terms above stated or other terms acceptable to the owner of the Property; or (c) any contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, is made directly or indirectly by the owner of the Property; or (d) this Authorization is terminated or the Property is withdrawn from sale without the written consent of Broker or the Property is made unmarketable by Owner's voluntary act. Owner shall also pay said commission to Broker if within one hundred eighty (180) days after the expiration of the Listing Period: (1) the owner of the Property enters into a contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity which during the term of the Listing Period or any extension thereof made a written offer to purchase the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; or (2) the owner of the Property enters into a contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (the "Registration List"), which Broker shall have mailed to Owner at the address below stated within thirty (30) days following the expiration of the Listing Period.

Commissions shall be paid through escrow upon the closing of sales or exchange transactions; absent an escrow, commissions shall be paid upon recordation of a deed or upon delivery of such deed or other instrument of conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sale, joint venture agreement, business opportunity, granting of an option or first right of refusal or other transaction not involving the delivery of a deed, commissions shall be paid upon the mutual execution of the agreement evidencing the transaction.

Owner agrees to cooperate with Broker in effecting a sale of the Property and immediately to refer to Broker all inquiries of any person or entity interested in purchasing the Property. All negotiations are to be through Broker. Owner agrees to pay all customary escrow, title and revenue charges and to execute such documents as may be necessary to effect a sale of the Property.

Broker is authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the sale thereof.

It is understood that it is illegal for either Owner or Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

Except as disclosed in an addendum hereto signed by both Owner and Broker, Owner hereby warrants and represents to Broker that (1) Owner is the owner of record of the Property or has the legal authority to execute this Authorization on behalf of such owner, (2) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option, right of first refusal or other agreement, (3) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property, (4) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding, and (5) Broker has not made any promises or representations to or agreements with Owner not contained herein which in any manner affect Owner's and Broker's rights and obligations under this Authorization.

Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, demands, liabilities and damages arising from information supplied by Owner which is alleged to be incomplete, misleading or incorrect, or any information which Owner fails to supply.

In the event an escrow is opened with respect to the sale, transfer or conveyance of the Property or any interest therein, Owner hereby irrevocably assigns to broker and irrevocably authorizes and instructs the escrow agent to disburse to Broker the amount of the compensation provided for herein from the funds payable to Owner.

If a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided therein, the prevailing party shall be entitled to its costs and attorneys’ fees in any legal action regarding the collection of a commission due hereunder.

If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of 18% per year or the maximum rate permitted by law, whichever is lower.

Owner hereby authorizes Broker to represent and serve as agent for any prospective purchaser of the Property or of any interest therein, and Owner hereby waives any conflict of interests which might arise as a result thereof.

The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

NO AMENDMENTS TO OR MODIFICATIONS OF THIS AUTHORIZATION NOR THE TERMINATION OF THIS AUTHORIZATION SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY BOTH OWNER AND BROKER. OWNER HEREBY ACKNOWLEDGES THAT BROKER IS NOT AUTHORIZED TO MAKE OR APPROVE ANY ADDITIONS TO, DELETIONS FROM OR ALTERATIONS OF THE PRINTED PROVISIONS OF THIS AUTHORIZATION, OR to TERMINATE THIS AUTHORIZATION, AND THAT NO SUCH ADDITION, DELETION, ALTERATION OR TERMINATION SHALL BE VALID OR BINDING ON BROKER UNLESS IN WRITING AND SIGNED BROKER. ANY PURPORTED AMENDMENT, MODIFICATION OR TERMINATION OF THIS AUTHORIZATION WHICH IS ORAL, OR WHICH IS IN WRITING BUT NOT SIGNED BY BOTH OWNER AND BROKER, SHALL BE VOID AND OF NO EFFECT WHATSOEVER.

Owner hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice. Broker hereby encourages Owner to consult with a qualified attorney or accountant to obtain such legal or tax advice that Owner may desire.

Owner acknowledges receipt of a copy of this Authorization which Owner has read and understands.

Other terms and conditions:

DATED: _____

CAMPBELL COMERCIAL REAL ESTATE

By: _____

By: _____

OWNER: **CITY OF LOWELL, LOWELL, OREGON**

By _____

By: _____

Address _____

Telephone _____