

# BOUTIQUE VINEYARD



### 8678 SKYLINE RD S SALEM, OR 97306

### PROPERTY OVERVIEW

Willamette Valley boutique vineyard situated among neighboring wineries such as Ankeny Vineyard, Trinity Vineyards, Coria Estates, St. Innocent Winery and Willamette Valley Vineyards. This 147.48 acre parcel features 3 acre fully functioning vineyard, 1,728 SF farmhouse (3bed/2bath), large barn, 3,000 SF winery and tasting room building and expansive deciduous forest. Grape varieties are 80% Pinot Noir, Pommard clone and 20% Marechal Foch and have been in production since 2012.

### PROPERTY HIGHLIGHTS

- 147.48 acres
- Soil suitable for viticulture
- Zoned: Special Agriculture
- List price: \$1,375,000

### LOCATION OVERVIEW

Salem, the capital city of Oregon and its second largest city, lies in the center of the lush Willamette River valley, 47 miles from Portland. Salem is a city of over 47 square miles, located an hour from the Cascade mountains to the east and an hour from the ocean beaches to the west. This property is situated 4 miles from Independence, 9 miles from Salem's City center and just 3 miles from the beautiful Ankeny Wildlife Refuge.



### TERRY HANCOCK • 503.370.2581 • TEAM@HANCOCKRE.COM



# **ADDITIONAL PHOTOS**

Boutique Vineyard 8678 Skyline Rd S, Salem, OR 97306

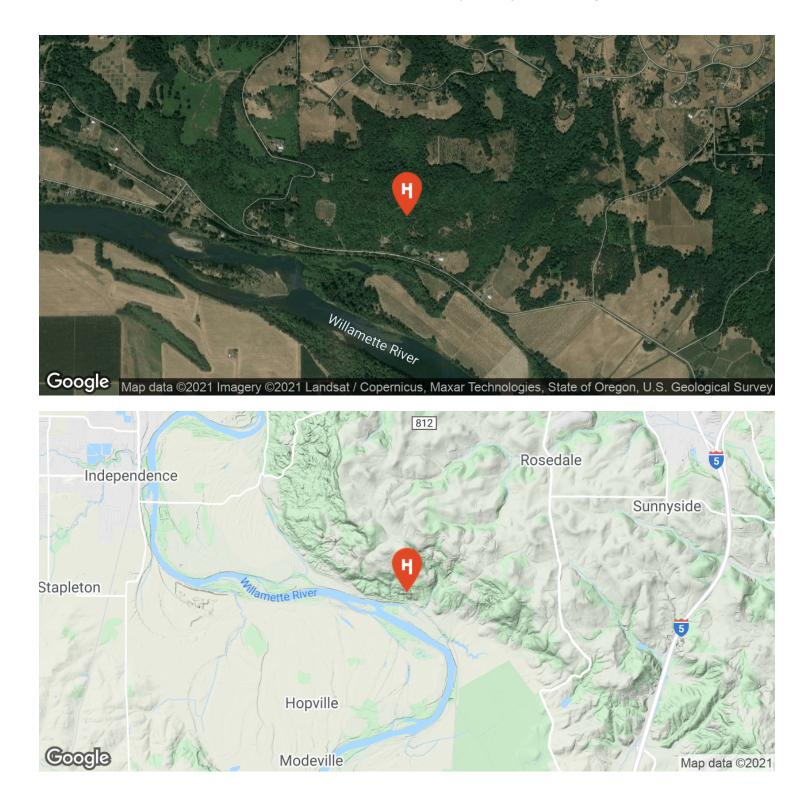


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# LOCATION MAP

Boutique Vineyard 8678 Skyline Rd S, Salem, OR 97306



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## **SOILS MAP & DEMOGRAPHICS REPORT**

Boutique Vineyard 8678 Skyline Rd S, Salem, OR 97306



POPULATION	1 MILE	5 MILES	10 MILES
Total Population	568	25,242	172,740
Average age	42.9	38.8	37.6
Average age (Male)	42.0	38.3	36.9
Average age (Female)	43.4	39.2	38.5
HOUSEHOLDS & INCOME	1 MILE	5 MILES	10 MILES
Total households	209	9,754	67,851
# of persons per HH	2.7	2.6	2.5
Average HH income	\$77,467	\$75,874	\$65,038
Average house value	\$358,360	\$301,668	\$246,373

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HaD	Hazelair silt loam, 6 to 20 percent slopes	2.5	1.7%
HcD2	Hazelair silty clay loam, 2 to 15 percent slopes, eroded	21.0	14.7%
MaA	McAlpin silty clay loam, 0 to 3 percent slopes	0.0	0.0%
MaB	McAlpin silty clay loam, 3 to 6 percent slopes	4.9	3.4%
NeC	Nekia silty clay loam, 7 to 12 percent slopes	3.9	2.7%
NeD	Nekia silty clay loam, 12 to 20 percent slopes	10.0	7.0%
NeE	Nekia silty clay loam, 20 to 30 percent slopes	6.5	4.6%
SCE	Steiwer and Chehulpum silt loams, 3 to 40 percent slopes	53.8	37.7%
SwD	Steiwer silt loam, 6 to 20 percent slopes	39.9	28.0%
Те	Terrace escarpments	0.0	0.0%
Totals for Area of Interest		142.6	100.0%

\* Demographic data derived from 2010 US Census

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# **FLOOD MAP**

Boutique Vineyard 8678 Skyline Rd S, Salem, OR 97306

### 8678 SKYLINE RD S SALEM, OR 97306-9837

LOCATION ACCURACY: PExcellent

### Flood Zone Determination Report

### Flood Zone Determination: $\ensuremath{\textbf{OUT}}$

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#### INITIAL AGENCY DISCLOSURE PAMPHLET

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;
- 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' agents involved in a real estate transaction:

- (1) 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
- (s) To disclose material racis 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;
- 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:

- 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:
- 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.