

FOR SALE



PROPERTY DETAILS

General Use: Land
Available: 4.479 Acres
Sale Price: \$8.50 PSF

PROPERTY FEATURES

- Zoned A-1: Agricultural
- Highest & Best Use: Retail, Office, Multi-Family
- Hubbell Ave frontage: 13,500 VPD
- Easy access to Hwy 65, I-80, & I-235
- Population (3 Mile Radius): 41,381



For more information please contact:

Fred Adams

515.240.9394 | fred@fergusoncres.com

Pat Schneider

515.240.1828 | pat@fergusoncres.com

Brokerage

Property Management

Consulting

Development

Address | 1840 NW 118th St, Suite 100, Clive, IA 50325 **Office** | 515.440.0400 **Website** | www.fergusoncres.com

The above information has been obtained from the property owner or other sources that we deem reliable. Although we have no reason to doubt its accuracy or completeness, no representation or warranty is made regarding the property. This property is offered "as is". This submission may be modified or withdrawn at any time by the property owner or listing agent.

This form is required by the real estate laws of the State of Iowa.
DISCLOSURE OF AGENCY RELATIONSHIP

The undersigned acknowledge that Fred Adams and Pat Schneider, as Appointed Agent(s) of Ferguson Commercial Real Estate Services, represent Kirk and Kimberly Whitlatch named below (hereinafter the "Client") with respect to the sale or lease of the following property: 4400 E 46th Street, Des Moines, IA 50317

If the Appointed Agent[s] represents both the Seller/Landlord and Buyer/Tenant, the duties of the Appointed Agent[s] are set forth in the Dual Agency Consent Forms executed by each client and those forms are incorporated herein as if fully set forth.

If the Appointed Agent[s] represents either the Seller/Landlord or Buyer/Tenant, but not both, the Appointed Agent has the following duties to its client:

- a) Place the client's interests ahead of the interests of any other party unless loyalty to a client violates a duty as a disclosed dual agent or other applicable law.
- b) Disclose the information known that is material to the transaction that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- c) Fulfill any obligations within the scope of the brokerage agreement, except those obligations which are inconsistent with other duties the Appointed Agent[s] has under law.
- d) Disclose any financial interests Appointed Agent[s] has in any business entity to which the client has been referred for any service or product related to this transaction.

The following duties apply to all parties:

- a) To provide brokerage services to all parties in the transaction honestly and in good faith.
- b) To diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c) To disclose to each party all material adverse facts that we know, except for the following:
 - [1] Material adverse facts known by that party.
 - [2] Material adverse facts a party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - [3] Material adverse facts the disclosure of which is prohibited by law.
 - [4] Material adverse facts that are known to a person who conducts an inspection on behalf of a party.
- d) To account for all property coming into the possession of the Broker or the Appointed Agent[s] that belongs to any party within a reasonable time after receiving the property.

Ferguson Commercial Real Estate Services and its licensees may provide brokerage services simultaneously to more than one party in different transactions.

Each party by signing this form acknowledges that this disclosure was made prior to providing specific assistance or prior to any offer being made or accepted by a party to a transaction, whichever is sooner.

SELLER/LANDLORD: Kirk & Kimberly Whitlatch

BUYER/TENANT:

By _____

By _____

Title _____

Title _____

Date _____

Date _____