

3249 Mt. Diablo Court

LAFAYETTE, CA 94549

FOR SALE

Listing Price \$4,185,000



LAFAYETTE OFFICE BUILDING

- Investor or Owner-Occupant Building with Residential Redevelopment Potential on 0.59 acre parcel.
- Flexible floor options for an owner-occupant.
- Below Market Rents w/substantial upside to increase NOI in near term.
- Building Size: +9,924 square feet.
- Occupancy: 89% with short and near-term lease expirations.
- Parking: 38 stalls (3.82/1000)
- Zoning: P1 Planned Unit District
- Video tour <https://youtu.be/HTQdfIDD74U>



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Each office independently owned and operated.

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CONFIDENTIALITY & AGREEMENT



Trimark Commercial Real Estate operates a commercial real estate business and is an affiliate or franchisee ("Affiliate") of Sperry Global Affiliates, LLC ("SperryCGA"). Trimark Commercial Real Estate is independently owned and operated. Trimark Commercial Real Estate and the owner ("Owner") of the property referenced herein ("Property") present this Confidential Offering Memorandum ("Memorandum") to assist the recipient(s) ("You" or "Your") in evaluating the Property and it is intended solely for Your limited use in determining whether you desire to acquire the Property. This Memorandum contains brief, selected information pertaining to the Property and should not be considered all-inclusive or permanent. The information in this Memorandum has been obtained from sources believed to be reliable, but Trimark Commercial Real Estate and SperryCGA have not verified it and Owner, Trimark Commercial Real Estate and SperryCGA do not make any guaranty, warranty or representation, express or implied, as to the accuracy or completeness of this Memorandum or the information contained herein.

You should independently verify each item of information in this Memorandum and have the same reviewed by your tax or investment advisor and/or legal counsel. This Memorandum and any communications You may have with Trimark Commercial Real Estate, SperryCGA and/or Owner and their respective officers, brokers, agents or employees regarding this Memorandum or the Property does not in any way constitute any legal, investment or tax advice to You. All assumptions, projections, estimates and/or opinions in this Memorandum are provided as examples only and all information is subject to change, error, omissions and/or withdrawal without notice. Any references in the Memorandum to area, height, acreage, building or premises size or square footage are approximations only and should be independently verified by You. Any references in the Memorandum to any lease or tenant information, including without limitation the premises, rental rates, rent escalations, common area expenses, percentage rents and lease maturities should be independently verified by You. You should conduct your own investigations and due diligence of the Property, including without limitation environmental and physical condition inspections and reach your own conclusions regarding the suitability of the Property for investment.

Trimark Commercial Real Estate, SperryCGA and Owner assume no responsibility for the accuracy or completeness of any information in this Memorandum. Trimark Commercial Real Estate and Owner expressly disclaim any implied or expressed warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property relating to this Memorandum. In no event shall Trimark Commercial Real Estate, SperryCGA or Owner be liable for any damages resulting from the reliance on or use of any information in this Memorandum, including but not limited to direct, special, indirect, consequential or incidental damages.

By accepting receipt of this Memorandum, You agree to the following: (a) This Memorandum is of a highly confidential nature, will be held in the strictest confidence and shall be returned to Trimark Commercial Real Estate upon request; (b) You shall not contact any property manager, contractor, employee or tenant of the Property regarding the Property or this Memorandum, without prior approval of Trimark Commercial Real Estate or Owner; and (c) You understand and agree that Trimark Commercial Real Estate represents Owner and not You and (iv) this Memorandum and this information contained therein shall not be used by You in any way that is detrimental to Owner, Trimark Commercial Real Estate or SperryCGA. Neither Trimark Commercial Real Estate, SperryCGA nor Owner shall have any obligation to pay any commission, finder's fee, or any other compensation to any broker or other person. You may provide information to persons retained by You to evaluate the Property only after first obtaining a signed confidentiality agreement from such persons and providing a copy of such agreement to Trimark Commercial Real Estate.

The Owner expressly reserves the right, at its sole and absolute discretion, to reject any or all expressions of interest or offers to Purchase or Lease the Property, and/or to terminate discussion with You or any other person or entity at any time with or without notice which may arise as a result of review of the Memorandum.

The Owner shall have no legal commitment or obligation to You or any person or entity reviewing this Memorandum or making an offer to purchase, lease, or finance the Property unless and until written agreement(s) for the purchase or finance of the Property that are satisfactory to Owner in its sole and absolute discretion have been fully executed, delivered and approved by the Owner and any conditions to the Owner's obligations therein have been satisfied or waived.

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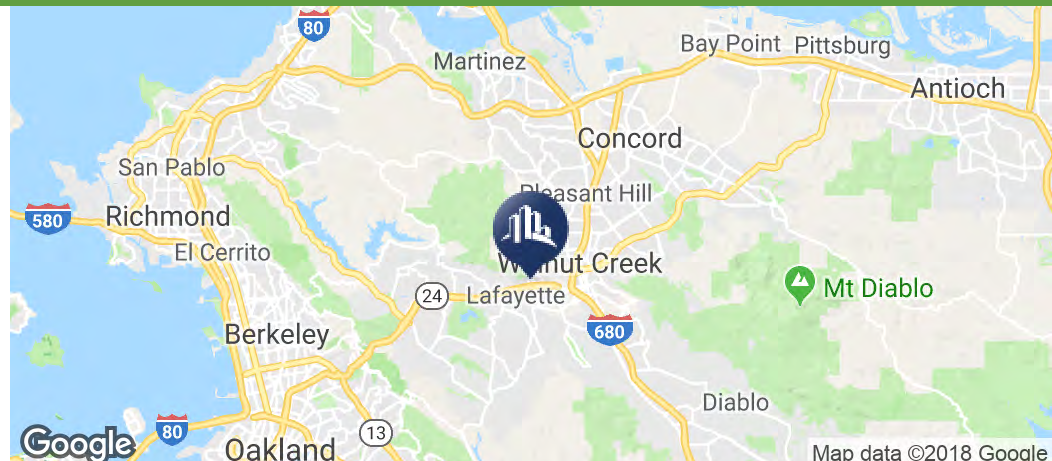
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EXECUTIVE SUMMARY



OFFERING SUMMARY

Sale Price:	\$4,185,000
Lot Size:	0.59 Acres
Year Built:	1977
Building Size:	9,924 SF
Occupancy:	89%*
Zoning:	P1 Planned Unit District
Price / SF:	\$421.70
APN:	233-133-023-9

Owner Occupant, Investor and Redevelopment Overview

Ideal for an owner-occupant or investor with stable income and redevelopment potential for residential housing. Up to +3,380 SF (first floor non-contiguous space) available by 10/19 where long term occupiers have leases rolling over. Significant opportunity to reset leases to market rents. Below market rents provide substantial upside to increase NOI over time (currently 89% leased), and the near term availability of numerous suite combinations offers flexible space configurations for an owner-occupant on both the first floor and second floor.

Flexible Floor Options for an Owner Occupant

Suite #202 (+1,023 SF) is immediately available, suite #102 (+870 SF) and suite #209 (+420 SF) are available with 30 days notice. With 60 days' notice after 7/31/19 suite 207 (+650 SF) is available.

The lease of #206 & #211 provides the Seller with the option to terminate the lease in the event of a sale of the building with 90 days notice*, therefore offering the potential to assemble up to +2,506 SF of contiguous space.

With many flexible space combinations available today, this unique situation provides a rare opportunity for an owner-occupant to configure space within the building, and provides an investor the opportunity to restructure leases to maintain or quickly increase NOI while pursuing the residential redevelopment opportunities for the site.

Historically the building has attracted local professional service tenants and health related businesses and has a long history of high occupancy and long tenant retention (+10 years in many cases) with minimum management requirements. Leases are typically short in nature, up to 3 years, with tenant's renewing or rolling over to MTM.

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EXECUTIVE SUMMARY //



PROPERTY OVERVIEW



TENANT & SPACE OVERVIEW

Tenants comprise a pediatrician, two chiropractors, a writing school, one psychologist, two insurance agents, other financial services, and a General Contractor.

Each suite has its own front door from the outside, its own HVAC and lots of windows overlooking the nicely landscaped parcel with mature trees providing a garden-style office feel. Many of the second-floor suites have tall ceilings. All leases are full service and include janitorial.

LOCATION OVERVIEW

The building is located on a quiet court close to the corner of Mt. Diablo Blvd & Pleasant Hill Road, near to the border of Lafayette and Walnut Creek, and very close to the on/off ramps to Highway 24. At the end of the court are an apartment complex and the under-construction Paloma Lafayette, a new condominium community of 18 distinctive suites ranging in size from approx. 1,300 to 2,400 sq. ft and priced from the mid \$1.2mm to low \$2.0mm.

More information at www.palomalafayette.com

PARKING

Ample on-site parking for 38 vehicles, (a ratio of 3.82/1000). The parking lot was resurfaced and striped in 2018.

ZONING & REDEVELOPMENT

PUD/P1 - Planned Unit District - P-1. Uses Permitted - Any land use may be permitted in the P-1 district provided such use or uses are in harmony with each other and serve to fulfill the function of the planned unit development while substantially complying with the general plan. Residential redevelopment of the site is considered to be consistent with on going redevelopment activity in the neighborhood.

More information and a major Lafayette Projects List at www.lafayette.icitywork.com

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AERIAL

Request for a Land Use Permit, 315 moderate income apartments.



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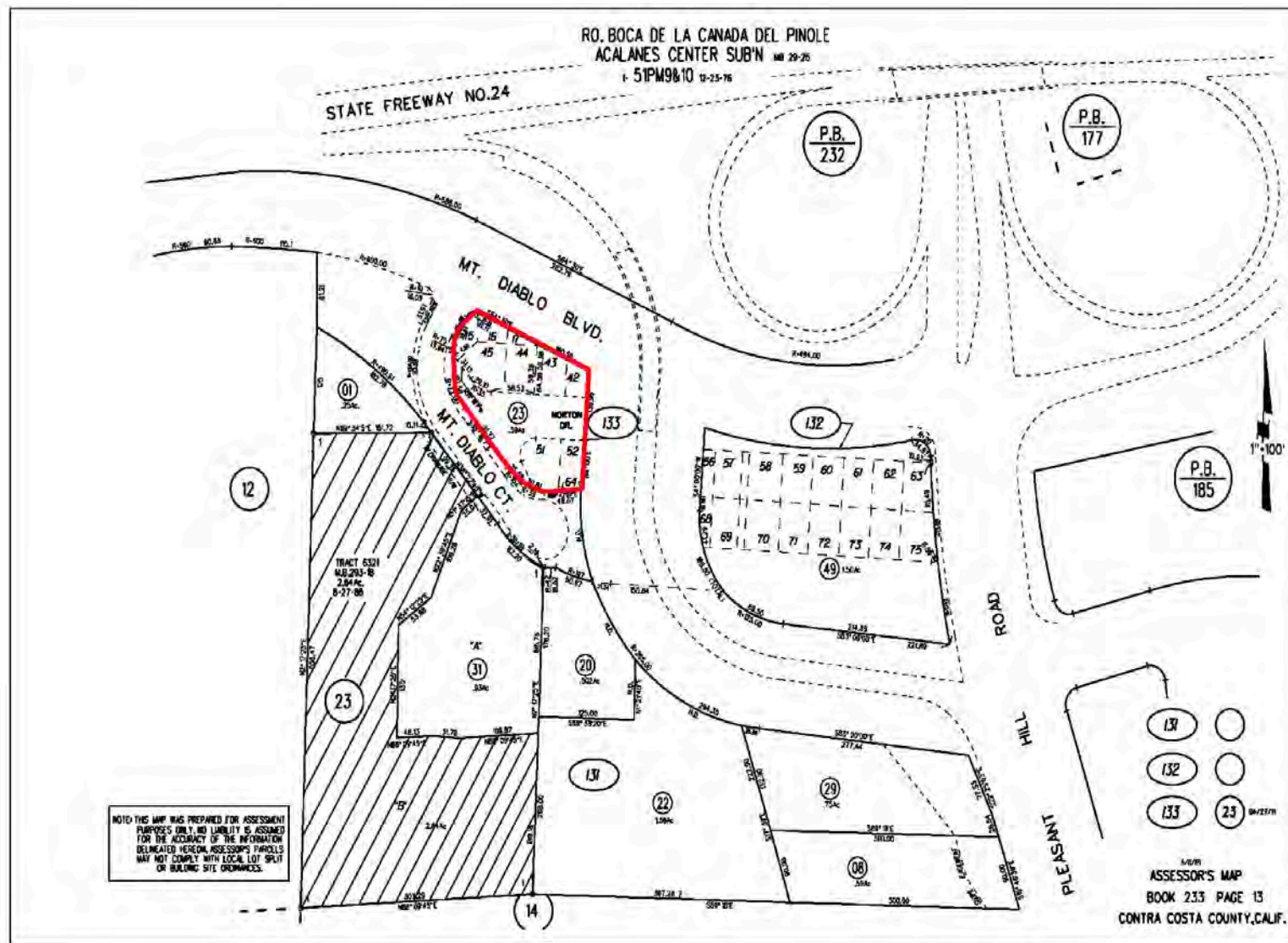
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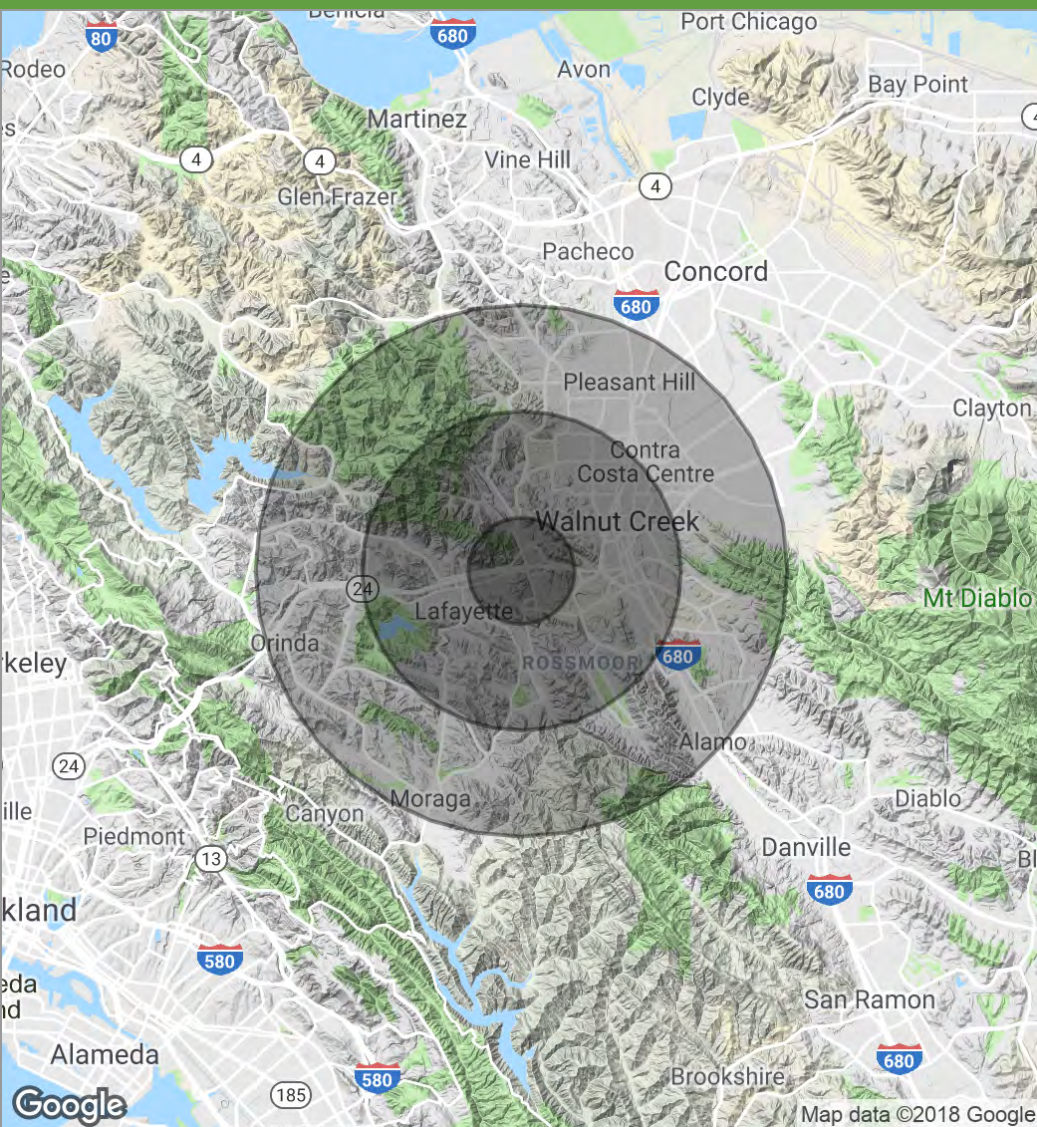
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PARCEL MAP



DEMOGRAPHICS



POPULATION	1 MILE	3 MILES	5 MILES
Total population	7,955	67,489	176,230
Median age	42.2	45.2	44.1
Median age (Male)	41.0	44.8	43.1
Median age (Female)	43.2	45.7	44.7
HOUSEHOLDS & INCOME	1 MILE	3 MILES	5 MILES
Total households	3,175	30,278	76,360
# of persons per HH	2.5	2.2	2.3
Average HH income	\$140,625	\$119,247	\$119,385
Average house value	\$900,761	\$752,634	\$730,324

** Demographic data derived from 2010 US Census*

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DEMOGRAPHICS MAP //



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FOR MORE INFORMATION, PLEASE
CONTACT THE EXCLUSIVE LISTING AGENT.

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This Agreement in connection with the distribution of certain confidential information relative to the possible sale (the "proposed Transaction") by the owner, WHITNEY HAIST of the real property and improvements, located at 3249 Mt. Diablo Court, Lafayette, CA ("The Property"). Certain materials and information, including but not limited to an offering memorandum, financial information, leases, environmental investigations, title reports, surveys, and other agreements, documents, materials and oral and/or written information with respect to "The Property", whether delivered or made available concurrently with this Agreement or to be delivered in the future (collectively, the "Proprietary Information") shall be subject to the terms of this Agreement.

The undersigned acknowledges and agrees that the Proprietary Information is confidential and is intended solely for the undersigned's limited use and benefit in determining whether the undersigned desires to express any further interest in the acquisition of "The Property".

With respect to the Proprietary Information, the undersigned agrees as follows:

- a) to keep the Proprietary Information permanently confidential, and not to disclose or divulge any Proprietary Information to, or reproduce any Proprietary Information for the benefit of, any person or entity other than the undersigned's employees, representatives, consultants, and agents who are actively and directly participating in the analysis of the Proposed Transaction, and in such cases only to the extent reasonably required for such analysis. The undersigned also agrees to inform all such employees, representatives, consultants, and agents of the confidential nature of the Proprietary Information, to provide them with a copy of this Agreement, to obtain their agreement to act in accordance with the terms and conditions of this Agreement, and to take such other action as may be reasonably necessary to cause such employees to comply with these confidentiality provisions. The undersigned agrees to be fully responsible for any breach of this Agreement caused by such employees, representatives, consultants, and agents;
- b) to use the Proprietary Information solely for the purpose evaluating "The Property" and the Proposed Transaction. If the undersigned elects not to proceed with the purchase, or if the undersigned is informed that "The Property" is no longer available for purchase or if the undersigned is otherwise requested by the Owner to return the Proprietary Information, the undersigned will promptly return all Proprietary Information (and all reproductions thereof, if any);
- c) not to include any Proprietary Information in an individual or pooled data bank (including without limitation computerized systems) that is to be disseminated to persons other than the undersigned, its employees, representatives, consultants and agents;
- d) not to discuss any details of this transaction with employees of owner or on-site personnel or any current, former or potential tenants and/or their employees, customers, representatives, consultants or agents;
- e) not to make any news release, public announcement, denial or confirmation with respect to the Proposed Transaction this Agreement or any information about "The Property"; and
- f) to indemnify and hold harmless the Owner and its affiliates (and their respective directors, Businesses, partners, agents and employees) from and against all claims, actions, causes of action, damages, losses and liabilities (including, without limitation, reasonable attorney's fees and expenses) arising out of or based upon any breach of this Agreement.

The undersigned further understands and agrees that:

- a) Nothing contained in the Proprietary Information should be construed as a representation by any person as to the current condition or future performance of "The Property". The Proprietary Information speaks as of the date thereof and should not be deemed to imply that there has been no change in the condition of "The Property" since that date. Financial projections, if any, are provided for general reference purposes only, as they are based in part on assumptions about the general economy, competition and other factors beyond the control of the Owner. Therefore, due to inherent limitations involved in predicting future events, actual cash flows, income and expenses will differ from projections and/or from financial conditions in previous years, and the difference may be material.
- b) Owner has endeavored to include in the Proprietary Information those materials which Owner believes to be reliable and relevant for the purpose of the undersigned's evaluation of "The Property", but the undersigned acknowledges that neither Owner nor any of its agents, representatives, or employees makes any representation or warranty, either express or implied, as to the accuracy or completeness of the Proprietary Information.
- c) The Proprietary Information is being delivered or made available to the undersigned with the understanding that the undersigned will independently investigate those matters, which the undersigned deems appropriate in evaluating "The Property" and the Proposed Transaction.
- d) No legal commitment or obligation to sell "The Property" shall arise by reason of this Agreement or the delivery of the Proprietary Information. This Agreement and the Proprietary Information do not constitute an offer to sell "The Property".
- e) The extent and irreparable nature of the damages, which may result from a breach of this Agreement, may make owner's legal remedies for such a breach inadequate. Therefore, in the event of a breach or threatened breach of this Agreement, Owner will be entitled to appropriate injunctive relief without proof of actual damages, in addition and not in substitution for, any other remedy Owner may have.

- f) All written Proprietary Information and any copies thereof in the undersigned's possession or the possession of the undersigned's employees or agents, including, without limitation, that portion of the proprietary Information may be found in analyses, compilations, studies or other documents prepared by or for the undersigned, will be returned to Owner promptly upon its request. All unwritten Proprietary Information shall be held by the undersigned and kept strictly confidential by the undersigned and its employees, representatives, and agents pursuant to the terms of this Agreement in perpetuity.
- g) This Agreement will be governed by the laws of the state in which the property is located; and in the event of any suit, action or appeal therefrom to enforce this Agreement, the prevailing party shall be entitled to an award of its costs and attorney's fees.
- h) The Proprietary Information would not have been furnished to the undersigned in the absence of this Agreement.

Notwithstanding the foregoing, the following will not constitute Proprietary Information for purposes of this Agreement: (i) information that has become generally available to the public other than as a result of a disclosure by or through the undersigned or its employees, representatives, and agents; (ii) information that was available to the undersigned on a non-confidential basis prior to its disclosure to the undersigned by the Owner, and (iii) information that becomes available to the undersigned from a source not subject, to the best knowledge of the undersigned after due inquiry, to any prohibition against disclosing the information to the undersigned.

- i) Trimark Commercial Real Estate dba 'SperryCGA / TrimarkCRE' is authorized to represent Owner for the purpose of affecting a sale of "The Property" to the prospective investor/buyer listed below, and that negotiations shall be conducted through SperryCGA/TrimarkCRE as exclusive listing broker. It is further understood that SperryCGA/TrimarkCRE may be negotiating on behalf of the Owner with other prospective purchasers. Provided the parties to the selling side of a concluded transaction are as set forth below, upon receipt of the sale commission by the listing broker, a cooperating broker commission of 2.50% of the gross purchase price shall be paid to the procuring broker named below.

The Owner reserves the right, in its sole discretion, to change the terms of the proposed sale, withdraw its offer to sell "The Property" and/or have the Proprietary Information returned to it at anytime.

The undersigned is executing this Agreement as of _____, 2019

Accepted and Agreed to:

PROSPECTIVE INVESTOR/BUYER
Please type or print

Company Name

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Date: _____

PROCURING BROKER
Please type or print

Company Name

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Date: _____