## For Lease | Retail Space



## Now Leasing - South Block

400 Commercial Street SE • Salem, OR 97301



## **Availability Overview**

Space Available

1,355 - 3,217 SF

Lease Rate

\$21.00 SF/yr (NNN)

Lease Type

NNN

Date Available

Mid-late 2015

Space Type

Street Retail

Spaces available

3

**Building Size** 

12,770 SF

Year Built

2015

Zoning

South Waterfront Mixed Use

Cross Streets

Commercial Street Southeast & Front Street Southeast

## **Property Overview**

**Property** 

First floor street-facing retail space. Excellent window lines and great visibility from Commercial Street. 3,217 SF available. Excellent location for restaurant, due to its proximity to Waterfront Park, downtown businesses and large daytime population. NNN's estimated at \$6.00/SF per year. Covered first floor parking will be provided to suit Tenant's customer needs. Owner would consider splitting the space for a qualified tenant.

Location

This site is located at the confluence of Commercial Street SE, Trade Street SE and Front Street SE. This location is at the edge of the central business district, within one mile of a daytime population of over 30,000 employees. There are excellent traffic counts on both Front Street and Commercial Street.

Presented by

JENNIFER MARTIN, CCIM 503.588.0400 jennifer.martin@svn.com Summary 3 Spaces Lease Rate \$21.00 SF/yr (NNN) Space Available 1,355 - 3,217 SF

Lease Type NNN Term

### Suites 1&2



Lease Rate \$21.00 SF/yr Space Available 3,217 SF

Lease Type NNN Term 60 months

Excellent retail exposure and beautiful on-site amenities in this first-class, new mixed-use building at the southern end of Salem's CBD. NNN's estimated at \$6.00/SF/YR. Approximate delivery date of late 2015. Landlord lease and tenant improvement structure can be flexible to meet Tenant needs.

#### Suite 1

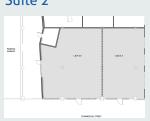


Lease Rate \$21.00 SF/yr Space Available 1,355 SF

Lease Type NNN Term 60 months

Excellent retail exposure and beautiful on-site amenities in this first-class, new mixed-use building at the southern end of Salem's CBD. NNN's estimated at \$6.00/SF/YR. Approximate delivery date of late 2015. Space can be combined with Suite #2 for a total of 3271 SF.

#### Suite 2

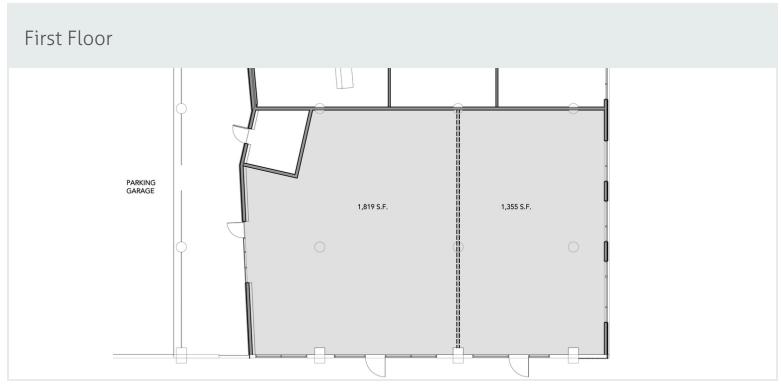


Lease Rate \$21.00 SF/yr Space Available 1,819 SF

Lease Type NNN Term 60 months

Now preleasing this street-level office opportunity in the South Block of Pringle Square. On-site parking for customers and employees. Buildout allowance available for qualified tenants. Space can be combined with Suite #1 for a total of 3271 SF.



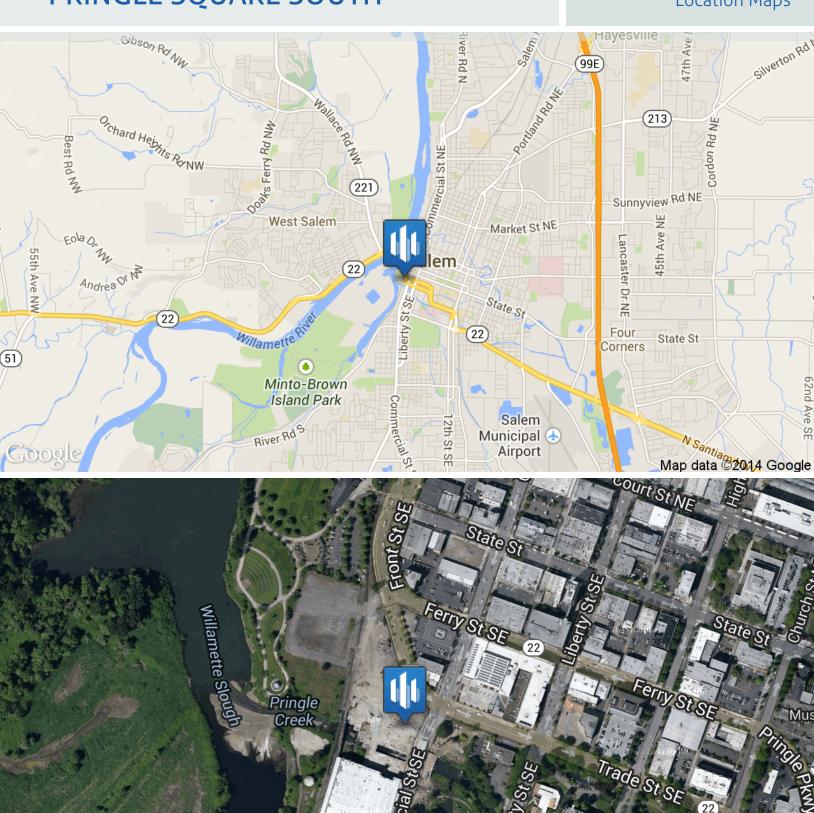








### **Location Maps**



99E

### 400 Commercial Street SE | Salem, OR 97301

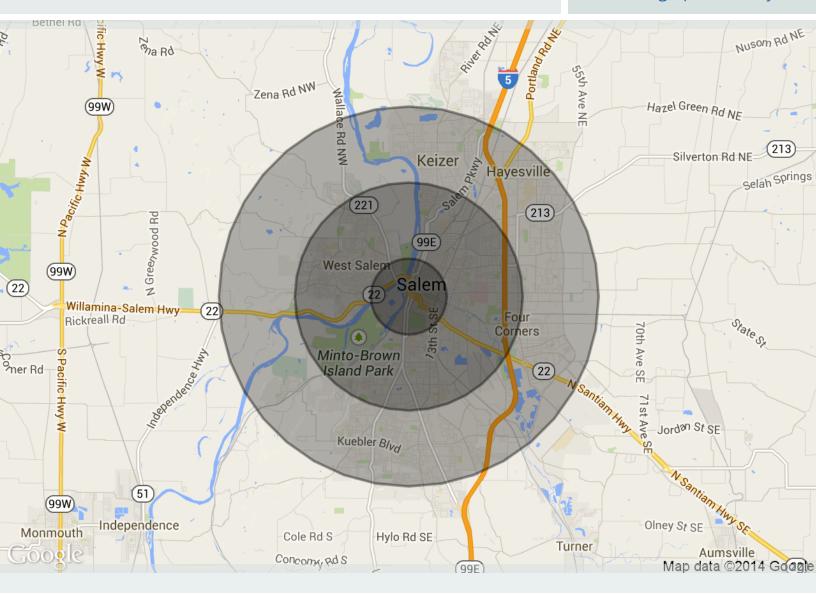


## Demographics Report

	1 Mile	3 Miles	5 Miles	
Total Population	8,573	90,037	221,229	
Total Number of Households	3,329	35,255	83,711	
Total Number of Persons per Household	2.6	2.6	2.6	
Average House Value	\$252,288	\$213,125	\$207,956	
Average Household Income	\$54,685	\$55,105	\$55,579	
Median Age	34.3	36.6	35.2	
Median Age - Male	37.4	35.7	34.0	
Median Age - Female	32.4	37.8	36.7	
Total Population - White	7,658	77,187	182,973	
Total Percent - White	89.3%	85.7%	82.7%	
Total Population - Black	63	1,079	3,011	
Total Percent - Black	0.7%	1.2%	1.4%	
Total Population - Asian	227	1,606	4,819	
Total Percent - Asian	2.6%	1.8%	2.2%	
Total Population - Hawaiian	48	554	2,472	
Total Percent - Hawaiian	0.6%	0.6%	1.1%	
Total Population - Indian	65	1,486	5,395	
Total Percent - Indian	0.8%	1.7%	2.4%	
Total Population - Other	212	4,923	14,013	
Total Percent - Other	2.5%	5.5%	6.3%	
Total Population - Hispanic	862	16,755	47,468	
Total Percent - Hispanic	10.1%	18.6%	21.5%	

<sup>\*</sup> Demographic information provided by BuildOut, LLC

## **Demographics Analysis**



400 Commercial Street SE | Salem, OR 97301

Radius Map

	1 Mile	3 Miles	5 Miles
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### INITIAL AGENCY DISCLOSURE PAMPHLET INFORMATION FOR REAL ESTATE BROKERS AND PRINCIPAL BROKERS

A licensed real estate broker or principal real estate broker is required to give a copy of an Initial Agency Disclosure Pamphlet to each consumer the broker will represent. The pamphlet describes the legal relationship between a broker and the consumer when the broker acts as the consumer's "agent. Real estate brokers and principal real estate brokers have legal obligat called affirmative duties, to both buyers and sellers in a real estate tra

Oregon Revised Statute (ORS) 696.805 lists the affirmative duties of a li-censed real estate broker or principal real estate broker acting as a seller's

The affirmative duties of a broker or principal broker acting as a buyer's nt are found in ORS 696 810

agent are rounn in Orse 500-510. ORS 696.815(1) allows a real estate licensee to represent both the seller and the buyer in a real estate transaction under a disclosed limited agency agree-ment, provided there is full disclosure of the relationship under the agree-

Oregon Administrative Rules (OAR), adopted by the Oregon Real Estate Oregon Administrative Rules (OAR), adopted by the Oregon Real Estate Agency, provide the form and content of the disclosures and the related pamplet. OAR 863-015-0215 is set forth below for the convenience of licensees. The Agency has provided a sample Initial Agency Disclosure Pamphlet after the broken line that meets the requirements of OAR 863-015-0125.

863-015-0215
Initial Agency Disclosure Pamphlet
(1) For purposes of this rule, "at first contact" means at the time the agent lass sufficient contact information about a person to be able to provide an initial agency disclosure pamphlet to that person. Contact with a person includes, but is not limited to contacts in person, by telephone, over the Internet, by electronic mail, or by similar methods.

(2) An agent shall provide a copy of the initial agency disclosure pamphlet, which complies with section (5) of this rule, a first contact with.

(3) A prospective party to a real property transaction; or

(a) A prospective party to a real property transaction; or (b) An unrepresented party seeking representation during the course of a real

property transaction.

(3) An agent must provide the initial agency disclosure pamphlet in a written format by electronic mail, over the Internet, by USPS mail, facsimile, hand defivery or similar delivery method.

(4) An agent need not provide a copy of the initial agency disclosure pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another agent.

Revised 9/9/2013

Revised 99/2013

(5) The initial agency disclosure pamphlet must contain: (a) The following information, directed to the consumer: (A) A licensed real estate broker or principal broker must give a copy of the initial agency disclosure pamphlet at first contact with a prospective party to a real property transaction or at first contact with an unrepresented party seeking representation during the course of a real property transaction. (B) A licensed real estate broker or principal broker need not provide a copy of the initial agency disclosure pamphlet to a next who has cer may be reasonably assumed to have, received a copy. or a real property transaction. (B) A licensed real estate broker or principal broker need not provide a copy of the initial agency disclosure pampllet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another broker. (C) The pamphlet describes the legal relationship between a broker and a consumer when the broker acts as the consumer's agent; and (D) The pamphlet is informational only and may not be construed to be evidence of intent to create an agency relationship, as provided in ORS 696.820, (b) A general definition of an agency relationship and the flurer real estate agency relationships of seller's agent, a buyer's agent and a disclosed limited agent. (c) The definition of "confidential information" in ORS 696.800, (d) The affirmative daties and responsibilities of a seller's agent under ORS 696.810, (f) The affirmative daties and responsibilities of a skickood limited agent who represents both the buyer and the seller in a transaction under ORS 696.810, (g) The following statement to the consumer, "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."

(6) The Real Estate Agency well make available a sample of an initial agency disclosure pamphlet that complies with section (5) of this rule on the Agency's website.

### SAMPLE INITIAL AGENCY DISCLOSURE PAMPHLET

NAMPLE INITIAL AGENCY DISCLOSURE PAMPHLET
Consumers: This pamphlet describes the legal obligations of Oregon real
estate licensees to consumers. Real estate between 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 of a buyer of a selier (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.

use 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, ligenoses must maintain confidential info

Demando of Compensa monusation Generally, licensees must maintain confidential information about their cli-ents. "Confidential information" is information communicated to a real estate licensee or the licensee's agent by the buyer or seller of one to four residen licensee or the licensee's agent by the buyer or seller of one to four residen-tial units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confiden-tial 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 dis-

(2) The Becuree or in enclose a agent assumes to a man man and a close would constitute framaline representation.

Duties and Responsibilities of a Seller's Agent
Under a switten listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also repre-

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

continuous and a superior season and a superior season and a superior season as a superior se urchase; and

(3) To disclose material facts known by the agent and not apparent or readily

(3) I o disclose material facts known by the agent and not apparent or reasiny ascertainable to a party. A seller's agent owes the seller the following affirmative duties: (1) To excerte reasonable care and disigence; (2) To account in a timely manner for money and property received from or eab behalf of the seller. (3) To be loyal to the seller by not taking action that is adverse or detrimental to the seller by most taking action that is adverse or detrimental to the seller.

(4) To disclose in a timely manner to the seller any conflict of interest, exist-

ing or conseningues.

(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

(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 seek assuments of purchase the property white the property is suspect 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 an

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 experties, including but not limited to investigation of the condition of peoperty, 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 is receiving compensation for services rendered, either in full or in part, from the seller or through the seller's agent. An agent who representing the soller, wen 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

(3) To disclose material facts known by the agent and not apparent or readily

(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 neball 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, exist-

(4) to assetose in a timery manner to the turger any continct or 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 the properties.

der subpoena or court order, even after termination of the agency relation-

ship; 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 purclasse.

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 be-

tween 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 outer.

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 Cli-

cent in a transaction.

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purclasse the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and

Disclosed Limited Agents have the following duties to their clients:

Discisosed, Limited Agents have the following dates to their circles:

(1) To the selfer, the dutines listed above for a cliptor, agent;

(2) To the buyer, the daties listed above for a buyer's agent; and

(3) To both buyer and seller, except with express written permission of the respective person, the daty not to disclose to the other person:

(a) That the seller will accept a price lower or terms less favorable than the

ng 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

(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

in the transaction; and (3) To obey the lawful instructions of both parties

No matter whom they represent, an agent must disclose information the i knows or should know that failure to disclose would constitute fraud ust 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 pamphlele 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,

#### Sperry Van Ness

The material contained in this Investment Offering Brochure is furnished solely for the purpose of considering the purpose of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of Sperty Van Ness or Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Property Owner ("Owner") in connection with the sale of the Property is the Sperry Van Ness Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this investment Offening Brochure. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offening Brochure must be returned to Sperry Van Ness.

person receiving these materials does not choose to pursue a purchase of the Property, this Offering Brochure must be returned to Sperry Van Ness. Advisor nor the Owner make any representation or warrantly: express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future performance of the Property. This Offering Brochure may include certain statements and estimates by Sperry Van Ness with respect to the projected future performance of the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the Sperry Van Ness Advisor and the Owner disclaim any and all liability for representations or warrantles, expressed or implied, contained in or omitted from this investment Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations warrantles that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

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The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the Spenry Van Ness Advisor, nor any of their officers, employees, representatives, ndependent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Investment Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

the Property.

This investment Offering Brochure is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligations on any entity reviewing the investment Offering Brochure or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, and Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foreigning and agreed to release the Owner and the Sperty Van Ness Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospurchaser should not rely on any such correspondence or statements as binding Owner. Only a furly ex Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at