

# BEVERLY PLAZA

26342 OSO PARKWAY | MISSION VIEJO, CALIFORNIA

**100 %  
LEASED**



STARBUCKS ANCHORED CENTER



 **LEE &  
ASSOCIATES**  
COMMERCIAL REAL ESTATE SERVICES

 **PROPERTY GROUP**  
MAXIMIZING PROPERTY VALUES™

**FOR SALE**

## DISCLAIMER

This Confidential Offering Memorandum (this "Memorandum") is being delivered subject to the terms of the Confidentiality Agreement signed by you (the "Confidentiality Agreement") and constitutes part of the Evaluation Material (as defined in the Confidentiality Agreement). It is being given to you for the sole purpose of evaluating the possible acquisition of 26342 Oso Parkway, California ("Property"), and is not to be used for any other purpose or made available to any other party without the prior written consent of the "Owner" or Lee & Associates Commercial Brokerage ("Broker").

This Memorandum was prepared by the Broker based on information supplied by the Owner and the Broker. It contains selected information about the Property and the real estate market but does not contain all the information necessary to evaluate the acquisition of the Property. The financial projections contained herein (or in any other Evaluation Material, including any computer diskettes) are for general reference only. They are based on assumptions relating to the general economy and local competition, among other factors. Accordingly, actual results may vary materially from such projections. Various documents have been summarized herein to facilitate your review; these summaries are not intended to be a comprehensive statement of the terms or a legal analysis of such documents.

While the information contained in this Memorandum and any other Evaluation Material is believed to be reliable, neither Broker nor Owner guarantees its accuracy or completeness. Because of the foregoing and since the Property will be sold on an "AS IS", "WHERE IS" basis, a prospective purchaser must make its own independent investigations, projections, and conclusions regarding the acquisition of the Property without reliance on this Memorandum or any other Evaluation Material. Although additional Evaluation Material (which may include engineering, environmental or other reports) may be provided to qualified parties as marketing proceeds, prospective purchasers should seek advice from their own attorneys, accountants, and engineering/environmental experts.

Owner expressly reserves the right, at its sole discretion, to reject any offer to purchase the Property or to terminate any negotiations with any party at any time with or without written notice. Owner shall have no legal commitment or obligations to any prospective purchaser until a written sale agreement has been fully executed,

delivered and approved by Owner and any conditions to Owner's obligations hereunder have been satisfied or waived. Owner has retained Broker as its exclusive broker and will be responsible for any commission due to Broker in connection with a sale of the Property pursuant to separate agreement. Broker is not authorized to make any representation or agreement on behalf of Owner. Each prospective purchaser will be responsible for any claims for commissions by any other Broker in connection with a sale of the Property if such claims arise from acts of such prospective purchaser or its Broker. Owner has the property in an option to purchase and Owner has no obligation to exercise option and close on this property.

This Memorandum is the property of Owner and Broker and may be used only by parties approved by Owner and Broker. No portion of this Memorandum may be copied or otherwise reproduced or disclosed to anyone except as permitted under the Confidentiality Agreement.

Exclusively Offered By:

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## EXECUTIVE SUMMARY

Value Add Property Group of Lee & Associates Irvine, Inc. is pleased to present the opportunity to acquire Beverly Plaza ("the Property"), a Jewel-Box Starbucks Anchored Multi-Tenant Retail and Office building located in Mission Viejo in the heart of Orange County's South County submarket. The Property sits on 1.09 acres with major street frontage on Oso Parkway directly off the 5 Freeway and Oso Parkway off-ramp.

- Freestanding Retail/Office building in a desirable location within the city of Mission Viejo.
- Diverse Tenant Mix including Starbucks (\$78B Market Cap) and Dublin 4, a successful Gastropub that just renewed their lease for five (5) additional years.
- 100% leased property.



## INVESTMENT HIGHLIGHTS

- High Traffic Location: Beverly Plaza is located on Oso Parkway with a daily traffic count of 57,000 cars and is located directly next to the Northbound Off-Ramp of Interstate 5 with a daily traffic count of 295,000 cars.
- Jewel-Box Investment: Opportunity for an investor to own a "Jewel-Box" 14,458 SF retail/office building in South Orange County.
- Adjacent Apartment Development: Adagio on the Green is a brand new 256 Unit Luxury Apartment complex that is walking distance to Beverly Plaza.
- Close Proximity to Major Retail Mall: Beverly Plaza is located minutes from The Shops at Mission Viejo which is a 1.15 Million Square Foot Mall, Mission Hospital and Mission Viejo Country Club.
- Newly Constructed Building: The plaza was constructed in 2006 and has a mix of creative and standard finishes with some exposed ceilings with covered parking and elevators served. There would be minimal maintenance in the foreseeable future for a new owner.
- Scenic Views: Beverly Plaza sits on the Forefront of the Mission Viejo Country Club Surrounded by lush green landscape, and golf course views.
- The 12 month national average cap rate for Starbucks was 4.72%.



## BUILDING DESCRIPTION

Type:	Retail Freestanding Strip Center with Office above
Center:	Beverly Plaza
GLA:	14,458 SF
Stories:	Two (2), Elevator Served
Year Built:	2006
Construction:	Reinforced Concrete
Tenancy:	Multi-Tenant
Acres:	1.09
Frontage:	131' on Oso Parkway
Parking:	67 Total Stalls with 15 Covered Stalls
Water:	Santa Margarita Water District
Electrical Service:	Southern California Edison
Signage:	Individual & Exclusive Signage Facing Oso Parkway and 5 freeway off-ramp
APN:	761-072-11, 13,14
<b>Asking Price:</b>	<b>\$8,900,000</b>



AERIAL MAP



# BEVERLY PLAZA

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**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into as of the date set forth below by and amongst 215 South Elm Drive, LLC ("Seller"), Potential Purchaser ("Potential Purchaser"), Potential Agent ("Potential Agent"), and Allen Basso, Brian Garbutt, and Eric Darnell of Lee & Associates, Inc. - Irvine ("Brokers").

**RECITALS**

A. Owner is the owner of that certain real property commonly known as the Beverly Plaza located at 26342 Oso Parkway, Mission Viejo, Orange County, California (the "Property").

B. Owner has retained Allen Basso, Brian Garbutt, and Eric Darnell of Lee & Associates - Irvine, Inc. as its exclusive advisors in the sale of the Property.

C. In connection with such proposed purchase and sale, Potential Purchaser wants to review certain documents and financial information relating to the Property (collectively the "Confidential Information"), and Owner and Brokers desire to furnish the Confidential Information for Potential Purchaser's review.

NOW THEREFORE, In consideration of the mutual covenants and agreements described below, and for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Confidential Information which may be furnished to Potential Purchaser by Owner/Brokers shall continue to be the property of Owner/Brokers. The Confidential Information shall be used by Potential Purchaser solely for the purpose of evaluating the possible acquisition of the Property and for no other purpose. The Confidential Information may not be copied or duplicated by the Potential Purchaser without Brokers' prior written consent and must be returned to Brokers immediately upon (i) Brokers' request; or (ii) when Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.

2. Potential Purchaser shall not make the Confidential Information available, or disclose any of the contents thereof, to any person, unless such person has been notified to the Brokers in writing and Brokers have approved the furnishing of the Confidential Information or such disclosure to such person, and such person has entered into an agreement with Brokers, the provisions of which agreement shall be substantially the same as the provisions contained in this Confidentiality Agreement; provided however, that the Confidential Information and this Confidentiality Agreement may be disclosed to the Potential Purchaser's partners, employees, legal counsel, and institutional lenders ("Related Parties") who, in the Potential Purchaser's best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase and sale. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Confidential Information and shall be directed in writing by the Potential Purchaser to keep the Confidential Information strictly confidential in accordance with this Confidentiality Agreement. The Potential Purchaser shall be responsible for any violation of this provision by any Related Party.

3. Potential Purchaser agrees that Owner/Brokers shall not have any liability for any reason to the Potential Purchaser or Related Parties resulting from the use of the Confidential Information by any party, whether or not the potential purchase and sale is consummated.

4. Potential Purchaser acknowledges that the Property is being offered for sale subject to withdrawal from the market or rejection of any offer by Owner, for any other reason whatsoever, without notice.

5. Lee & Associates - Irvine, Inc., Member of the Lee & Associates Group of Companies, is authorized to represent Owner for the purpose of effecting a sale of the Property, and all negotiations shall be conducted through Lee & Associates - Irvine, Inc. It is further understood that Lee & Associates - Irvine, Inc. may be negotiating on behalf of Owner with other prospective purchasers.

6. The undersigned Potential Purchaser agrees to indemnify, defend, and hold Owner and Allen Basso, Brian Garbutt and Eric Darnell Lay of Lee & Associates - Irvine, Inc. harmless against any and all claims, damages, liabilities, costs, or expenses arising in any way related to claim(s) by another broker, finder, or other Lee & Associates, Inc. agents for commissions, fees, or other compensation other than agent stated below.

7. For purpose of this Confidentiality Agreement, the terms "purchase" and "sale" of the Property or other similar language in this Confidentiality Agreement shall be deemed to refer to the purchase and sale of all or a portion of the Property or the purchase and sale of an interest in the Property or the sale of Confidential Information of the Property.

8. This Confidentiality Agreement shall remain in effect for one (1) year following the date set forth below.

9. This Confidentiality Agreement shall be governed by the laws of the State of California.

10. This Confidentiality Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised, or amended, except by an instrument in writing signed by all the parties subsequent to the date set forth below.

11. Broker only represents Seller in the sale of this property and the undersigned procuring agent, if any, shall be paid a commission equal to one percent (1%) of the gross sales price upon closing.

IN WITNESS WHEREOF, the undersigned party hereto has caused this Agreement to be executed by their duly authorized representative as of the day and year set forth below.

**POTENTIAL PURCHASER:**

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
By: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date: \_\_\_\_\_ Email: \_\_\_\_\_

**AGENT:**

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
By: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date: \_\_\_\_\_ Email: \_\_\_\_\_