## RETAIL, OFFICE, MIXED USE FOR SALE

# ICONIC 4 STORY, 17,300SF DOWNTOWN PROPERTY



One Iconic Property, Essex County, MA 01810



#### PROPERTY DESCRIPTION

Faulkner Commercial Group is pleased to present this imposing, versatile four-story building in the heart of the entertainment, and business district in a thriving downtown in Essex County, MA city for sale. This is a significant piece of commercial real estate that has been home to a very successful, popular restaurant and lounge for many years. This magnificent turn-of-the-century building, a wood frame structure with a brick exterior and granite block facade, may currently be underutilized and can be developed into a mixed-use showpiece, with offices or residences on the upper floors. The elevator runs to all four above-grade floors, and there is a full basement, included in the 17,300 square footage.

Possibilities exist to redevelop this landmark into various uses by right or special permit.

Specific information was obtained from public records and from the seller, prospective buyers are encouraged to perform due diligence as to material facts and suitability for their intended use.

#### PROPERTY HIGHLIGHTS

- · Superb Location
- Dramatic Redevelopment Possibilities By Right or Exception
- · Four Story, Elevator Access
- · Property Will Be Delivered Vacant

OFFERING SUMMARY	
Sale Price:	\$2,000,000
Lot Size:	0.119 Acres
Building Size:	17,300 SF

DEMOGRAPHICS	3 MILES	5 MILES	10 MILES
Total Households	26,586	42,009	150,160
Total Population	67,094	107,146	402,870
Average HH Income	\$69,641	\$79,822	\$80,770

We obtained the information above from sources we believe to be reliable. However, we have not verified its accuracy and make no guarantee, warranty or representation about it. It is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. We include projections, opinions, assumptions or estimates for example only, and they may not represent current or future performance of the property. You and your tax and legal advisors should conduct your own investigation of the property and transaction.

#### LAUREN DEFRANCESCO

Commercial Advisor 0: 800.281.1316 hello@faulknercommercial.com **KW COMMERCIAL** 138 River Road

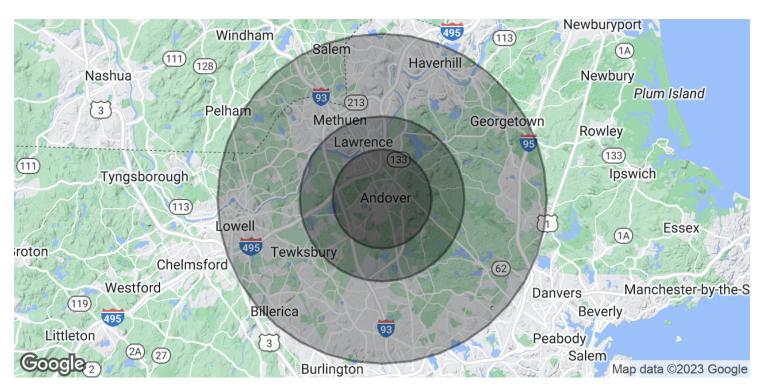
Suite 107 Andover, MA 01810

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POPULATION	3 MILES	5 MILES	10 MILES
Total Population	67,094	107,146	402,870
Average Age	36.6	38.5	37.5
Average Age (Male)	35.0	37.3	36.6
Average Age (Female)	38.0	39.5	38.4
HOUSEHOLDS & INCOME	3 MILES	5 MILES	10 MILES
Total Households	26,586	42,009	150,160
# of Persons per HH	2.5	2.6	2.7
Average HH Income	\$69,641	\$79,822	\$80,770
Average House Value	\$307,089	\$324,035	\$369,505

<sup>\*</sup> Demographic data derived from 2020 ACS - US Census

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**LAUREN DEFRANCESCO** 

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#### **Confidential Non-Disclosure Agreement**

Property or Business Address: Property or Business Ownership: **Northern Essex County Property** 

Owner's Agent:

Janet Faulkner, Director | KW Commercial

Owner and or agent have made available for review certain information ("Confidential Information") concerning the referenced property upon the execution of this confidentiality agreement. The confidential information is intended solely for your own limited use in considering whether to pursue negotiation to acquire the referenced property. This is not an agreement to sell the property nor and offer of sale. No agreement shall be binding upon the owner of the property or any of its associates or affiliated companies shall be deemed to exist, at law or equity, until the owner of the property enters into a formal binding purchase and sales agreement.

A portion of the confidential information contains selected information pertaining to the business affairs of the owner and has been prepared from information supplied by the owner and or agent(s). The confidential information does not purport to be all-inclusive or contain all of the information which prospective purchaser may desire. The owner makes no representation or warranty whatsoever, either expressed or implied, with respect thereto.

By executing this confidentiality agreement, you agree that the information provided that is not available in the market place is confidential, that you will hold and treat it in the strictest of confidence and that you will not disclose or permit anyone else to disclose the information to any person, firm or entity without prior authorization of the owner or agent, except that the information may be disclosed to your partners, employees, legal counsel, lenders and consultants, as necessary, in which event you shall be liable to owner if any such person fails to maintain such confidence or discloses such information to any other person without either prior authorization of owner or pursuant to a court order. Owner expressly reserves the right in its sole discretion to reject any and all proposals or expressions of interest in the property and to terminate discussions with any party at any time with or without notice. If you do not wish to pursue acquisition negotiations, you hereby agree to return the confidential information to owner or agent within a reasonable time period. Owner and his agent is the sole intended beneficiary of the terms of this confidentiality agreement. You herby agree to fully indemnify and hold harmless the owner and its agent for any and all damages owner may incur as a result of your failure to abide by the terms hereunder, including without limitation, reasonable attorneys fees.

Address:
Address:
Phone:
Email:
Proof of funds may be required prior to any release of financials.
Brokerage:
Email:
Printed:

# Commonwealth of Massachusetts

#### BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

http://www.mass.gov/ocabr/licensee/dpl-boards/re/

### MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE THIS IS NOT A CONTRACT

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

#### THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific residential property. If there is no personal meeting between you and the licensee, this form must be presented electronically or through some other means before the licensee enters into a contract with a consumer. Residential property is defined as land with a building intended for use as a one to four-unit residential dwelling or the purchase or sale of land on which a building is intended to be constructed for use as a one-or two-unit residential dwelling. In the event this relationship changes an additional disclosure must be provided and completed at that time.

#### CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a licensee to provide advice, assistance and representation to you as your agent. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

ESTATE LICENSEE NAME Check one: X Seller's ag	R RECEIVING THIS DISCED BELOW IS WORKING A ent Buyer's agent	S A:    Facilitate	or		THE REAL
Check one: Non-Designated Agency  The real estate firm or business listed below and all other affiliated agents are also working as the agent		X Designated Agency         Only the licensee named herein represents the         X Seller ☐ Buyer (designated seller agency or designated			
of the Seller	Buyer	with the firm and may repr transaction.	or business list esent another pa	ion any other agents ed below do not repr arty in your real esta	resent you
By signing below, I, the real estate lice	ensee, acknowledge that this disclosur  Janet Ryan Faulkner	e has been provided 9516868	to the consumer Broker	named herein:  X Salesperson	
Signature of Licensee Keller Williams Realty Success	Printed Name of Licensee 7874	License #		<u> </u>	Today's Date
8 9	Printed Name of Licensee		☐ Buyer	Seller	Today's Date
Keller Williams Realty Success	Printed Name of Licensee 7874			_ ,	Today's Date  Today's Date

Last Revised September 20, 2021

#### TYPES OF AGENCY REPRESENTATION

#### SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

#### **BUYER'S AGENT**

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

#### (NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

#### DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer in the same transaction, then the appointing agent becomes a dual agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at <a href="https://www.mass.gov/dpl/re">www.mass.gov/dpl/re</a>.

#### **DUAL AGENT**

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at <a href="https://www.mass.gov/dpl/re">www.mass.gov/dpl/re</a>.

Last Revised September 20, 2021