

# CEDAR HILL VILLAGE

A 24 Hour Fitness Anchored Center  
213 North Highway 67  
Cedar Hill, Texas

**FOR SALE**  
**±44,214 SF RETAIL CENTER**

213 US Highway 67 Cedar Hill, Texas



## INVESTMENT HIGHLIGHTS

- **Stable and Consistent Cash Flow**  
Cedar Hill Village provides investors with the opportunity to purchase a 24 Hour Fitness (S&P Rating B) with 12 years remaining on their primary term with 10% contracted rent bumps every five years (2016 and 2021). Additionally, no existing lease rolls for almost five years and there is the opportunity to lease the remaining vacant space at current market rent, estimated at \$22 psf.
- **Strong Anchor Draw**  
24 Hour Fitness, Cinemark (separately owned) and JC Penney (separately owned) are all regional destination tenants that draw customers to the site on a daily and weekly basis.
- **Solid Demographics in a Growing Trade Area**  
Over 117,000 people within a 5 mile radius of the site with average household incomes in excess of \$75,300.
- **High Quality Construction**  
Built in 2002, Cedar Hill Village is relatively new construction mitigating exposure to near term capital expenditures. Quality building materials were used including concrete paving and sidewalks, natural stone and EIFS facades and metal awnings and roofs.

## OFFERING TERMS

Price:	\$9,250,000
Rentable Square Feet	44,214
Price Per Square Foot:	\$203.56
Cap Rate (Year 1):	7.56%
In Place Net Operating Income:	\$694,814
Year 1 Projected Net Operating Income:	\$699,643
Land Area:	±4.51 acres
Occupancy:	97%
Year Built:	2002
Type of Ownership:	Fee Simple
Existing Debt:	None

## TRANSACTION TIMETABLE AND PROCEDURE

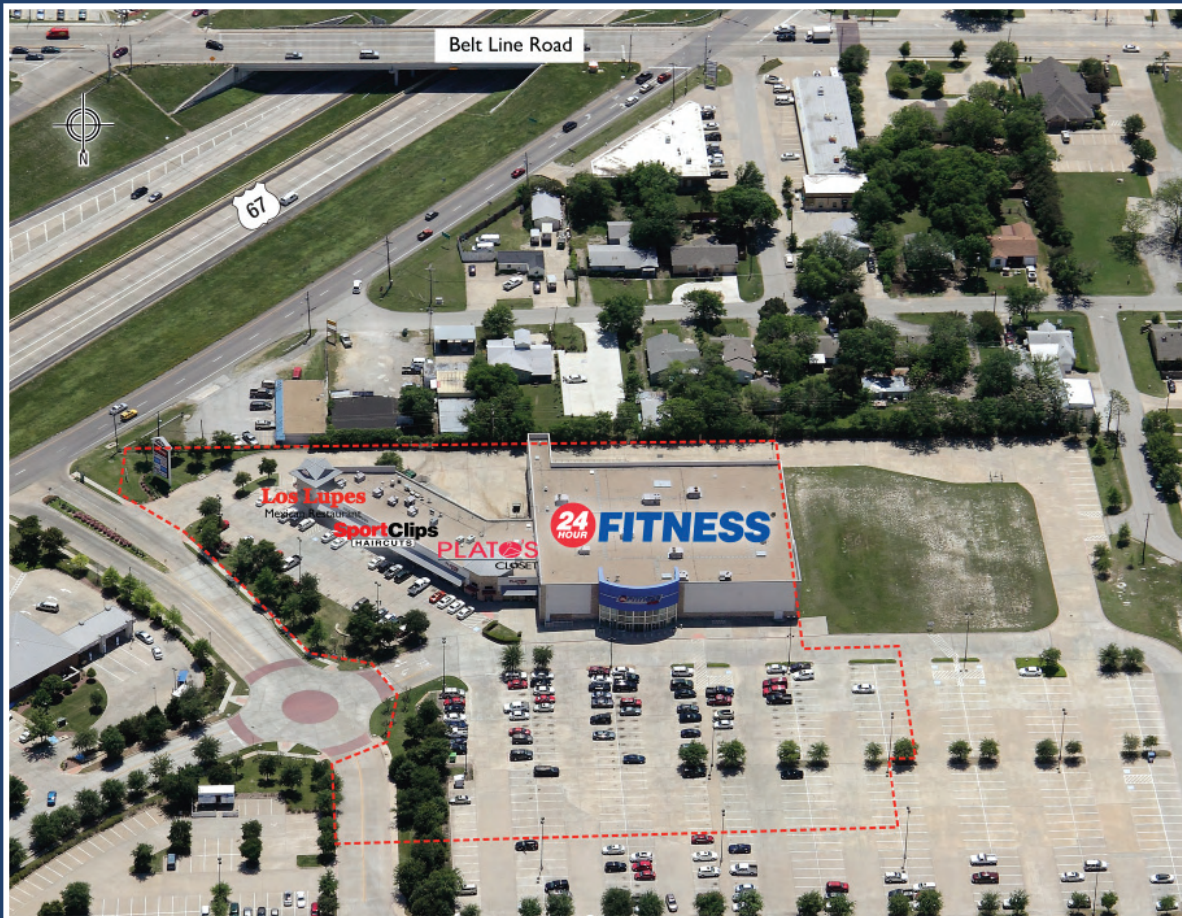
Property Tours End/ Offers Due: June 14, 2013

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## PROPERTY DESCRIPTION

- Cedar Hill Village ("Property") is a 97% occupied, retail center anchored by 24-Hour Fitness, ±44,214 sf (±32,231 sf anchor space and four in-line spaces totaling ±11,983 sf)
- The Property, built in 2002, consists of two retail buildings on ±4.51 acres of land along US Highway 67, a prominent thoroughfare in Cedar Hill, Texas
- Located in the prime retail hub of Cedar Hill, 15 miles southwest of downtown Dallas
- Quality building materials were used in the construction of the site and buildings which include concrete paving and sidewalks, natural stone and EIFS facades and metal awnings and roofs
- JC Penney, Cinemark Theaters, Tuesday Morning, Baylor Family Services, MyChildren's Medical and Chase Bank are separately owned



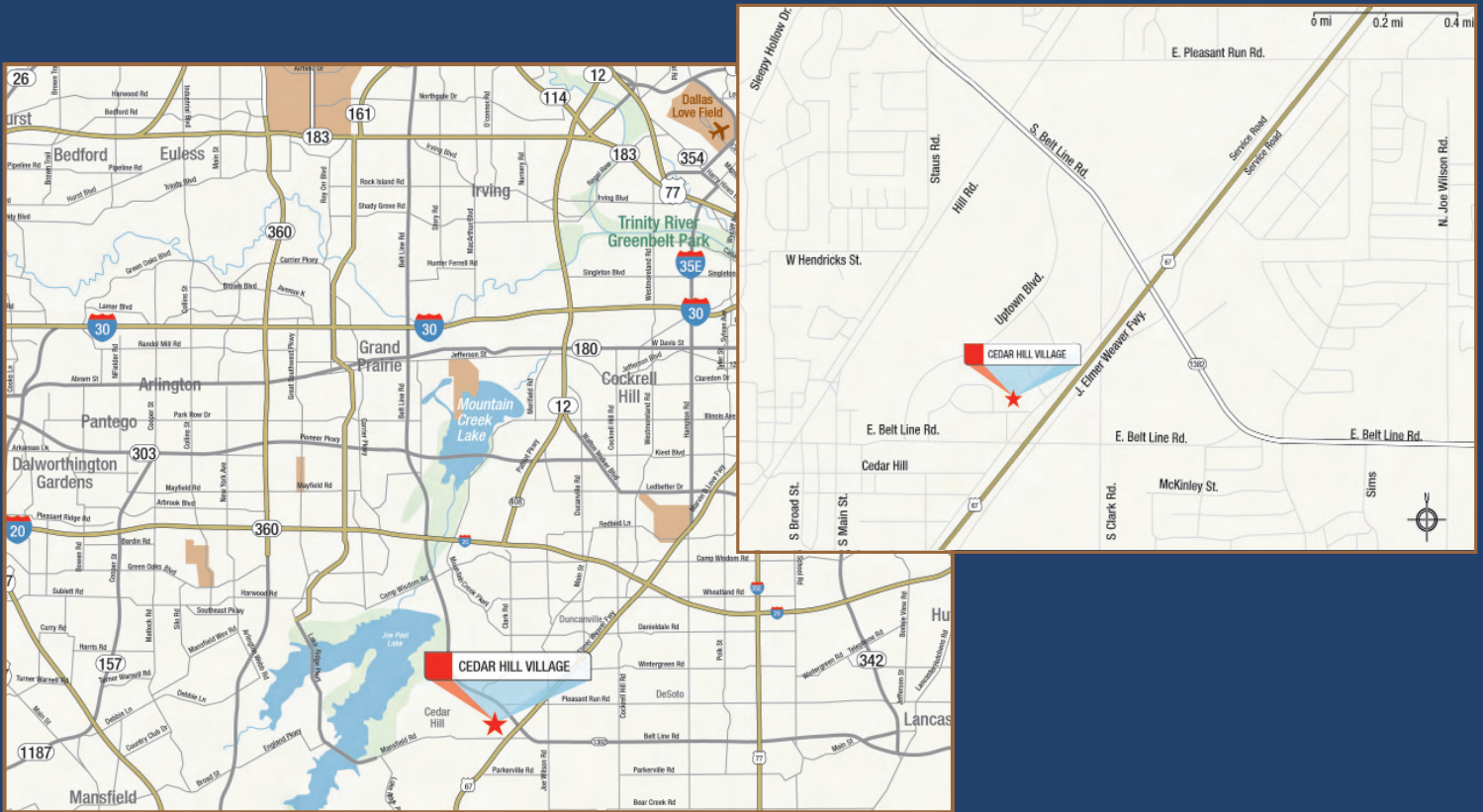
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# FOR SALE

## ±44,214 SF RETAIL CENTER

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## INVESTMENT CONTACTS

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[www.texasretailadvisors.com](http://www.texasretailadvisors.com)



CONFIDENTIALITY AGREEMENT FOR SIGNATURE  
BY PROSPECTIVE PURCHASER

Date \_\_\_\_\_  
Cushman & Wakefield of Texas, Inc.  
2101 Cedar Springs Road, Suite 900  
Dallas, Texas 75201

Re: Proposed Sale of the property and improvements named Cedar Hill Village, located in Cedar Hill, Texas (hereinafter referred to as the "Property")  
by the owner thereof (hereinafter referred to as "Owner") to \_\_\_\_\_, proposed purchaser (hereinafter referred to as  
"Principal").

Ladies and Gentlemen:

This letter will serve to confirm our agreement concerning certain information which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (hereinafter referred to collectively as the "Evaluation Material") which Cushman & Wakefield of Texas, Inc. ("C&W") will make available to us for study in connection with a possible purchase by us of the Property.

C&W is prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to C&W. Therefore, as a prerequisite to C&W furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker, finder, or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that any such Evaluation Material may be disclosed to our directors, officers, or employees, as well as our counsel, accounting firms, and financial institutions, who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, employees, counsel, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence subject to and in accordance with this agreement.

We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to C&W promptly and not retain any copies thereof if we decide not to go forward with discussions or if requested by C&W or the Owner. We agree that the Owner and C&W will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or C&W will have the right, in addition to any other right the Owner or C&W may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose, without the prior written consent of the Owner, and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder) the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner, and C&W are now taking place or will take place, or any of the terms, conditions, or other facts with respect to the possible acquisition of the Property.

2. Although C&W has endeavored to include in the Evaluation Material information which C&W and the Owner believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner nor C&W makes any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by C&W. C&W and the Owner make no representations or warranties, express or implied, that actual results will conform to such projections. Owner and C&W expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Material or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to us. We agree that the Owner and C&W shall not have any liability to us as a result of our use of or reliance on the Evaluation Material. We acknowledge that neither C&W nor Owner is responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. It is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by agreement with the Owner.

3. We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property.

4. This agreement embodies the full understanding of the parties and may only be amended or modified in writing executed by both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED BY BUYER PRINCIPAL:

ACKNOWLEDGED:

By: \_\_\_\_\_

**CUSHMAN & WAKEFIELD OF TEXAS, INC.**

Name: \_\_\_\_\_

By: \_\_\_\_\_

**PLEASE PRINT**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

## Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

### **IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

### **IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

### **IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

**If you choose to have a broker represent you,** you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salesmen are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.

