

### OFF-CAMPUS STUDENT HOUSING RENTAL PORTFOLIO



#### YORK PROPERTIES

2108 Clark Avenue Raleigh, NC 27605 www.yorkproperties.com

#### **INVESTMENT ADVISORS**

BRIAN WALLACE brianwallace@yorkproperties.com 919.645.2773 ROBERT HOYT roberthoyt@yorkproperties.com 919.863.0821

## **OFFERING** AT A GLANCE

\$5,600,000

50 Bed Student Rental House Portfolio consisting of 14 Stand-alone Houses

#### **PROPERTIES**

All of the rental houses have been approved as student rental housing by Wake Forest University ("WFU").



- 1 526 Polo Road
- **2** 1403 Polo Road
- 3 1225 Polo Road
- 4 110 Friendship Circle
- **5** 210 Friendship Circle
- 6 124 Harmon Avenue
- **7** 147 Harmon Avenue
- 8 125 Rosedale Circle
- **9** 127 Rosedale Circle
- **10** 142 Rosedale Circle
- **11** 146 Rosedale Circle
- 12 152 Rosedale Circle
- 13 990 Macon Drive
- 14 980 Macon Drive

#### **PROPERTY DETAILS**

Price	\$5,600,000
Cap Rate	~5.25%
Market	Winston-Salem, NC
Total Portfolio	14 student housing rentals all within walking distance of Wake Forest University
Total Beds	50
Years Built	1930 - 1979
% Leased	98% (one vacant bed)
Gross Monthly Rents	\$34,750
NOI	\$301,562 (includes 8% management fee)

#### WFU STUDENT HOUSING INFORMATION

Wake Forest University requires that all undergrad students reside in WFU-approved Housing. Students residing in WFUapproved housing are required to abide by the WFU Code of Conduct. See links below for details.

→ Off-Campus Policies and Procedures







#### WAKEHOUSES.COM WEBSITE CONVEYS

- · Seller owns the domain Wakehouses.com and uses the website to market the properties for lease.
- · The website domain and all of its functionality will convey with the sale at no additional cost.
- → WakeHouses.com



For additional information please sign Confidentiality Agreement & Disclosure form on following page.

## CONFIDENTIALITY

# **AGREEMENT & DISCLOSURE**

## **EXCLUSIVE OFFERING MATERIALS** REQUEST SHEET

#### RETURN TO

Brian Wallace

York Properties, Inc. of Raleigh 2108 Clark Avenue, Raleigh, NC 27605

Direct Phone: (919) 645-2773

Email: brianwallace@yorkproperties.com

This will serve to confirm our agreement concerning certain material, data and information (the "Offering Materials") which York Properties, Inc. of Raleigh ("York Properties") and Owner may make available to \_\_\_\_\_ \_\_ ("Prospective Purchaser") for study in connection with a possible purchase by Prospective Purchaser of Student Housing Portfolio, Winston-Salem, North Carolina (the "Property").

York Properties is prepared to furnish Prospective Purchaser with the Offering Materials in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that Prospective Purchaser treat such Offering Materials confidentially and confirm certain representations to York Properties. Therefore, as a prerequisite to York Properties furnishing to Prospective Purchaser the Offering Materials, Prospective Purchaser hereby represents and agrees as follows:

> The Offering Materials furnished to Prospective Purchaser will be used by Prospective Purchaser solely for evaluating a possible transaction exclusively for its own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Prospective Purchaser agrees to keep all Offering Materials strictly confidential; provided, however, that any such Offering Materials may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial Institutions ("Representatives") who need to know such Information for the purpose of assisting Prospective Purchaser with a possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants shall be informed by Prospective Purchaser of the confidential nature of such Information and shall be directed by Prospective Purchaser to treat and hold such information in strict confidence. Prospective Purchaser agrees to be responsible for any breach of this Agreement by any of Its Representatives. Prospective Purchaser agrees not to disclose that Owner and the Prospective Purchaser may be considering a transaction or have had, is having, or proposes to have any discussions with respect thereto. Prospective Purchaser agrees not to copy or duplicate the Offering Materials and to return the Offering Materials to York Properties if Prospective Purchaser decides to discontinue discussions, or if requested by York Properties.

- Although York Properties has endeavored to Include Information which York Properties believes to be relevant for the purpose of helping Prospective Purchaser in Prospective Purchaser's evaluation of the Property for possible purchase, Prospective Purchaser understands and acknowledges that neither the Owner of the Property, its constituent partners, their employees, officers and agents, nor York Properties make any representation or warranty to Prospective Purchaser with respect to any of the Offering Materials. Prospective Purchaser agrees that Owner and any of its directors, officers, employees, agents, partners or other representatives or advisors and York Properties shall not have any liability to Prospective Purchaser as a result of its Prospective Purchaser's use of the Offering Materials, and it is understood that Prospective Purchaser is expected to perform and be responsible for such due diligence Investigations and Inspections of the Property as it deems necessary or desirable and as may be permitted by separate agreement with the Owner of the Property.
- In the event that the Prospective Purchaser or its Representatives receive a request to disclose all or any part of the information contained In Offering Materials as a result of a subpoena or similar process issued by a court of competent jurisdiction or by a governmental body or regulatory authority, Prospective Purchaser shall (i) promptly notify the Owner of the existence, terms and circumstances surrounding such a request, (ii) consult with the Owner as to the advisability of taking legally available steps to resist or narrow such request, (iii) If disclosure of such Information is required, furnish only that portion of the Offering Materials which it is legally compelled to disclose, and (iv) cooperate with any action by the Owner to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Offering Materials.
- This Agreement shall be inoperative as to particular portions of the Offering Material if such information (i) becomes generally available to the public other than as a result of a disclosure by Prospective Purchase or its Representatives in violation of this Agreement, (ii) was available to Prospective Purchaser on a non-confidential basis prior to its disclosure by Prospective Purchaser or its Representatives or (iii) becomes available to Prospective Purchaser on a non-confidential basis prior to its disclosure by Prospective Purchaser or its Representatives when such source is entitled to make such disclosure.
- The Prospective Purchaser acknowledges that damages alone may be an inadequate remedy for any breach by it or Its Representatives, employees, agents or consultants of the terms of this agreement and agrees that, in addition to any other remedies that Owner may have, Owner shall be entitled to injunctive relief in any court of competent jurisdiction against any breach or threatened breach of this Agreement by the Prospective Pur chaser or its Representatives. Prospective Purchaser hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of North Carolina and of the United States located In the City of Raleigh for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and you agree not to commence any action, suit or proceeding relating thereto except in those courts), and you further agree that service of any process, summons, notice or document by United States registered mail to your address set forth herein shall be effective service of process. You hereby agree to accept, submit to and appear pursuant to and in accordance with the service of any process, summons, notice or document for or in any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of North Carolina or the United States located in the City of Raleigh, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in that court that any action, suit or proceeding brought in that court has been brought in an inconvenient forum.

- This agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the principles, policies, or provisions thereof concerning conflict or choice of law.
- Nothing in this Agreement shall be construed as an agreement or obligation on the part of Owner to sell, or the Prospective Purchaser to purchase; any interest In the Property on any terms.
- Potential Investor as Principal and Other Brokers or Agents. Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Potential Investor will not look to York Properties, Inc. or to Owner for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Property or any interest therein. Potential Investor acknowledges that it has not had any discussion regarding the Property with any broker or agent. Potential Investor shall indemnify and hold Owner and York Properties, Inc. and their respective officers, directors, shareholders, partners, members, employees, agents and representatives and any affiliate, successor or assign thereof, harmless from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines, fees, costs and expenses (including, but not limited to, court costs and attorney's fees) of any kind, nature or character relating to the Property by any agents or brokers resulting from (i) any failure by Potential Investor or any Related Party to disclose any relationship Potential Investor may have with respect to any broker or other intermediary, (ii) any failure by Potential Investor to pay any amounts claimed by any broker or other intermediary (including, without limitation, any Potential Investor's Representative), other than York Properties, Inc., in connection with the marketing or sale of the Property and (iii) any breach or default hereunder by Potential Investor and/or any deemed breach or default hereunder by any Related Party.
- No failure or delay on the part of York Properties or Owner In exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof prelude any other or further exercise thereof or the exercise of any right, power or privilege.
- This agreement shall terminate one year from the date herein.

York Properties, Inc. of Raleigh Brian Wallace, Senior Vice President

SIGNATURE PAGE ————		
ACCEPTED AND AGREED TO THIS DAY OF 2022.		
Signature:	Company:	
Name:	Phone:	
Title:	Email:	