



**Capital  
Asset  
Properties, L.C.**

**ROGER GRAY—BROKER  
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# Absolute NNN Trophy Property in the Heart of the South Texas Medical Center



Built in 2003, and updated with new AC and flooring in 2016, this is a great property for long-term investment. Explosive growth in the Medical Center is adding thousands of new jobs, and bringing new retail and multifamily development with it. This property is directly across from the medical school entrance, adjacent to +/- 400 condos and apartments, a block from Methodist Hospital, and one door down from a new retail center with Local Coffee, and Bakery Lorraine.





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## Well Maintained Superbly Located Daycare



\$1.7 M — 5.9% cap rate

- Well-maintained property in an outstanding location
- Long-term lease in place with successful, experienced operator

6,135 sf building on .57 acres

Built in 2003

10 years to go on current lease

5% rent increase in year 5

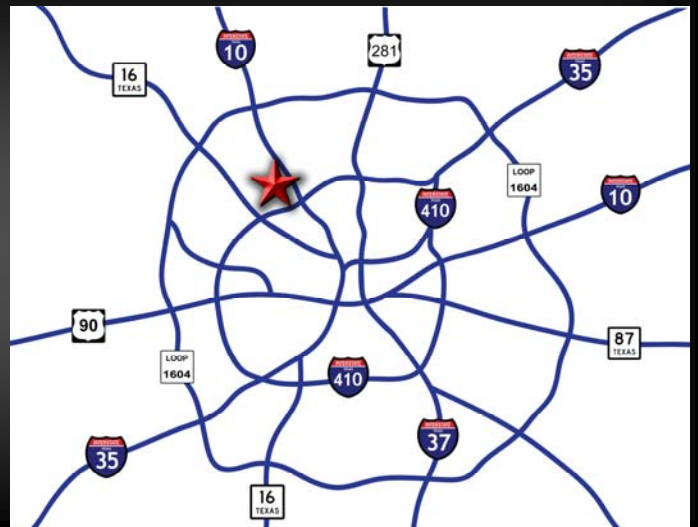
Dynamic densely-developed (*and growing*) area

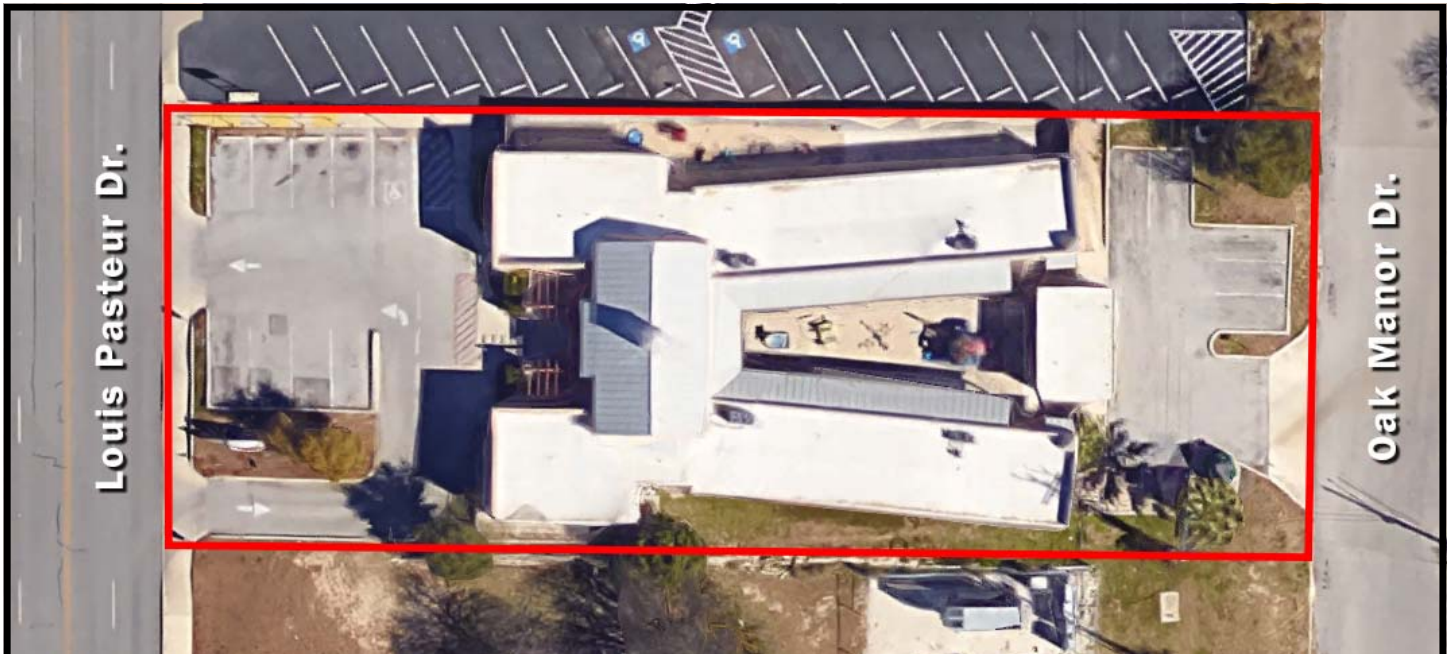
Contact broker for location and property details



**\$1.7 M — 5.9% cap rate**

- Absolute NNN—tenant is responsible for all expenses
- 10 years on lease with 5 5-year options + 5% increase in rent every 5 years
- Successful daycare operator wants to expand operations by selling real estate - essentially a sale-lease-back.
- Property is in a trophy location!





**LOCATION:** In the heart of the South Texas Medical Center (60,000+ jobs), directly across from an entrance into the University Of Texas Health Science Center San Antonio, one block from Methodist Hospital, and adjacent to approximately 400 units of condominiums and apartments.

**INVESTMENT:** Absolute NNN

**PRICE:** \$1,700,000 (5.9% cap rate on actual rent)

**CURRENT LEASE:** 10 years, with 5 5-year renewal options. 5% rent increases every 5 years.

**LAND SIZE:** +/- .566 acres (24674 sf according to survey)

**IMPROVEMENTS:** 6,135 +/- s.f. building, with a large playground in the courtyard. Drive-through drop-off lane, and asphalt parking lot with 16 spaces

**COMMENTS:** The tenant is a very successful daycare operator, currently with 3 locations. They purchased this location through their real estate company in 2016, and have invested in new flooring, a new HVAC system, and many other building improvements. They want to concentrate on daycare operations, and expand into additional locations by selling the property, and using the proceeds to fund their expansion. This is an outstanding opportunity for an investor seeking a low-risk, reliable stream of income, with no owner responsibilities. The tenant is responsible for all expenses, and the property itself is in a pivotal location.

Financial information is available upon request.

For further information, or to submit an offer, contact:



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## Information About Brokerage Services

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

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Capital Asset Properties, LC</b>	<b>589476</b>	<b>roger@caprop.net</b>	<b>210-240-4319</b>
Broker Firm Name	License No.	Email	Phone
<b>Roger Gray</b>	<b>526255</b>	<b>roger@caprop.net</b>	<b>210-240-4319</b>
Designated Broker of Firm	License No.	Email	Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

## SPECIAL NOTICES AND DISCLAIMERS

### BY CAPITAL ASSET PROPERTIES, LC (“BROKER”)

**AMERICANS WITH DISABILITIES ACT (“ADA”) DISCLOSURE** Among other things, the ADA is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. Broker is not qualified to advise you as to what, if any, changes may be required now, or in the future. Seller/Lessor and Buyer/Tenant should consult their attorneys and qualified design professionals of their choice for information regarding these matters. Broker cannot determine which attorneys or design professionals have the appropriate expertise in this area.

**HAZARDOUS MATERIALS DISCLOSURE** Various construction materials may contain items that have been or may be in the future determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals (including aluminum wiring and lead-based paint), minerals, chemicals, hydrocarbons, or biological (including mold) or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Broker has no expertise in the direction or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may wish to include in transaction documents regarding the Property.

Although Broker will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground storage tanks on the property, Broker has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by Broker, and makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

**TITLE ADVICE** If this transaction is a Sale, Buyer hereby acknowledges that Broker advised Buyer by this writing that Buyer should have an abstract covering the real estate upon which the building and the Demised Premises are located examined by an attorney of Buyer's own selection or, at Buyer's option, that Buyer should obtain an Owner's policy of title insurance.

**ZONING, REGULATIONS, ENTITLEMENTS, ETC.** Broker has endeavored in all matters and media to accurately convey information obtained from authoritative sources, but Buyer and Seller should conduct their own, independent investigations to determine the suitability of the Property for their purposes, and the current status of the Property regarding zoning, regulatory matters, entitlements, floodplain, engineering, and any other matter affecting the Property. Broker makes no representations as to the suitability of the Property for any specific purpose. All parties are advised to seek advice from an engineer, attorney, and/or other appropriate professional prior to closing in order to determine the Property's suitability for their intended usage.

**WATER AND MINERAL RIGHTS** Water and Mineral rights can be very valuable, and greatly affect the Property's usage. The source and quantity of water available to this property may be subject to regulatory limitations and/or permit requirements. Some water rights may be subject to separation from the ownership of the land, and the Buyer/Tenant is solely responsible for verifying to his/her satisfaction the status, adequacy, and suitability of water available to this property prior to closing.

Mineral rights are the rights to surface and subsurface land and profits, and they may or may not be conveyed with title to the land. They may cover oil, gas, sand, gravel, coal, or any other valuable substance on the surface or underground. Both the Buyer/Tenant and the Seller/Lessor are individually responsible for determining what mineral rights are being conveyed or retained, if any, by this transaction.

Broker makes no representations as to the availability or conveyance of any Water or Mineral Rights with this transaction. All parties are advised to seek advice from an engineer, attorney, and/or other appropriate professional prior to closing.

**ATTORNEY RECOMMENDATION** Any form(s) provided by Broker for the Purchase and Sale and/or Lease Agreement have been prepared for submission to your attorney, who will review the document and assist you to determine whether your legal rights are adequately protected. Broker is not authorized to give legal or tax advice; no representation or recommendation is made by Broker or its agents or employees as to the legal sufficiency, legal effect or tax consequences of this document or any transaction relating thereto. These are questions for your attorney with whom you should consult before signing any form(s) provided by Broker for the Purchase and Sale and/or Lease Agreement.

Unless otherwise stated in a written document, Broker is acting as a Broker and Representative of the Seller/Lessor of this Subject Property. Broker is not representing the Buyer/Tenant in this Purchase and/or Lease Agreement and should the Buyer/Tenant need additional legal or real estate advice, he should consult with an attorney as set forth above.

Any Purchase and Sale and/or Lease Agreement shall contain all representations of the Broker. Any representation, whether expressed or implied, not contained in a Purchase and Sale and/or Lease Agreement is hereby null and void. Please check all Purchase and Sale and/or Lease Agreements prior to execution for accuracy and completeness.

**IRS CODE SECTION 1031** Both Buyer and Seller may potentially realize financial and tax benefits from exercising their rights to exchange property through a tax deferred exchange, as defined in Section 1031 of the Internal Revenue Code of 1986, as amended. By completing an exchange, the investor (Exchanger) can dispose of their investment property, use all of the equity to acquire replacement investment property of equal or greater value, defer the capital gain tax that would ordinarily be paid, and leverage all of their equity into the replacement property. Consult your tax and legal advisor. Broker is not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

**IRS CODE SECTION 1445** Sale, lease, and other transactions can have local, state and federal tax consequences for the Seller/Lessor and/or Buyer/Tenant. In the event of a sale, Internal Revenue Code Section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to ten percent (10%) of the gross sale price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. Consult your tax and legal advisor. Broker is not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

**REPRESENTATIONS** All representations of Broker shall be made in writing and shall be incorporated in a written Purchase and Sale and/or Lease Agreement. All representations, whether expressed or implied, not incorporated in a written Purchase and Sale and/or Lease Agreement shall be null and void.

**SELLER/LESSOR**

**BUYER/TENANT**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPERTY ADDRESS:** 7326 LOUIS PASTEUR DR, SAN ANTONIO, TX 78229