



Investment |  
Opportunity

700 West FM 78, Cibolo, Texas 78108

**FOR SALE**  
**\$2,700,000**  
CIBOLO OFFICE PARK



**COMMERCIAL PROPERTIES**

Brokerage • Management • Investments • Accounting

John Cannon, CCIM  
210.386.6410  
[cannon@dhrp.us](mailto:cannon@dhrp.us)

Michael D. Hoover  
210.218.9095  
[hoover@dhrp.us](mailto:hoover@dhrp.us)

801 N. Saint Mary's San Antonio, TX 78205

# CONFIDENTIALITY AGREEMENT

## PROSPECTIVE PURCHASER(S):

In connection with your analysis of a possible purchase of the Cibolo Office Park located at 700 West FM 78 in Cibolo, Guadalupe County, Texas, you have requested that DH Realty Partners, Inc. furnish you or your representatives with certain information which is non-public, confidential or proprietary in nature. This information, along with all analysis, compilations, forecasts, studies or other documents which contain or otherwise reflect such information is hereinafter referred to as the "Information." The term "Information" shall not include any information that is publicly available or becomes available to you from a source that, to the best of your knowledge, is not bound by a Confidentiality Agreement with us.

- 1) As a condition to the receipt of the information, you agree to keep the information confidential and not to disclose it to other persons or to use it for any other purpose other than in connection with the matters described herein; provided however, that in connection with your analysis of the property, you may disclose the information to your directors, officers, employees, and agents who are informed by you of the confidential nature of the information and who agree to act in accordance with the terms and conditions of this Confidentiality Agreement. Upon our request, you will promptly return the information to us.
- 2) Without our prior written consent, except as required by law, you and your agents, partners, representatives and employees will not disclose to any person the fact that the information has been made available or that you have inspected any portion thereof, that discussions are taking place or have taken place concerning a possible sale and purchase or any of the terms, conditions or other facts with respect to any such possible sale and purchase including the status thereof.
- 3) You acknowledge that neither we nor any of our affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the information, and neither we nor our affiliates shall have any liability to you or any of your officers, employees or agents that may be based on the information or its use by you or such officers, employees or agents.
- 4) You agree that all inquiries and communication shall be through DH Realty Partners, Inc. and that no direct communication shall be initiated with any tenants without the prior consent of the above named.
- 5) You agree that unless and until a definitive agreement between you and us in connection with a possible sale and purchase has been executed and delivered, neither you nor we will be under any legal obligation of any kind whatsoever with respect to such a transaction, by virtue of any other written or oral expression with respect to such a transaction by any of our officers, directors, partners, employees, counsel, financial advisors or other representatives or otherwise, except for the matters specifically agreed to in this Agreement. Without limiting the generality of the foregoing, you further acknowledge and agree that we reserve the right, in our sole and absolute discretion, to reject any and all offers and/or proposals made by you, and to terminate discussions and negotiations with you at any time.
- 6) You acknowledge that remedies at law may be inadequate to protect against breach of this Agreement, and in addition to all other remedies available at law or equity to us, you hereby agree in advance to the granting of injunctive relief in favor of us without proof of actual damages.

If you are in agreement with the foregoing, please return one fully executed copy to us. We look forward to working with you.

Sincerely,

DH Realty Partners, Inc.  
Michael D. Hoover - CEO  
John Cannon, CCIM - President

ACCEPTED AND AGREED TO THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

Prospective Buyer: \_\_\_\_\_

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

Print Name: Title: \_\_\_\_\_

Buyer's Agent: \_\_\_\_\_

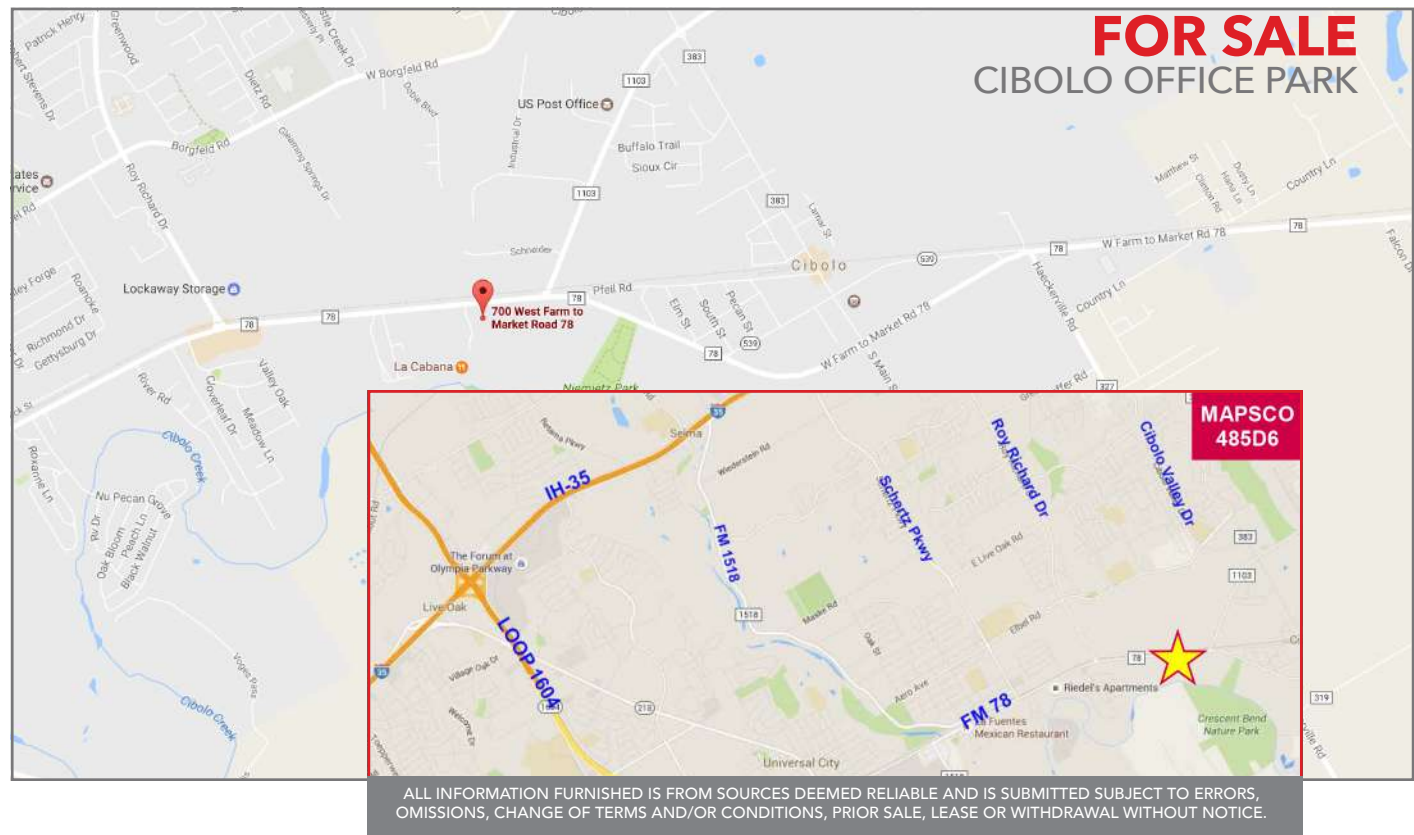
By: \_\_\_\_\_

Print Name: Title: \_\_\_\_\_

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

Print Name: Title: \_\_\_\_\_

# Offering Summary



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<b>CAP RATE</b>	8%
<b>VACANCY</b>	100% Occupied
<b>BUILDING SIZE</b>	17,510 SF
<b>LOT SIZE</b>	160,954 sf   3.695 Acres
<b>PARKING</b>	3 Spaces Per 1,000 ft.
<b>LEASE RATE</b>	Average Lease Rate \$12.75 Plus \$5.25 NNN
<b>LEASE TERM</b>	3 to 7 years

**TRAFFIC COUNT**  
1,455 - 18,497 vpd FM 78 - Provided by TXDOT

**ZONING**  
C - 4, City of Cibolo

**LOCATION**  
On West FM 78 Between Roy Richard Drive And Cibolo Valley Drive And Just East Of Buffalo Place; MAPSCO 485D6

**COMMENTS**

- Excellent visibility on FM 78
- Growing Traffic Counts



[DHRP.US](http://DHRP.US)

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# FOR SALE

## CIBOLO OFFICE PARK

700 West FM 78, Cibolo, Texas 78108

This property offers significant upside potential with additional land for future development.

There is a covered parking area behind the building which provides an opportunity to enclose the covered parking area and add additional lease space.

This is the only office building in the area and is located just north of Randolph Air Force base.

The property has recently undergone a new exterior facelift and the first floor common areas have been professionally upgraded.

Former Wells Fargo ATM Bank site available.



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## Offering Highlights

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### **HAZARDOUS MATERIAL DISCLOSURE**

Every purchaser, seller, landlord and/or tenant of any interest in real property ("Property") is notified that prior or current uses of the Property or adjacent properties may have resulted in hazardous or undesirable materials being located on the Property. These materials may not be visible or easily detected. Current or future laws may require removal or clean-up of areas containing these materials. In order to determine if hazardous or undesirable materials are present on the Property, expert inspections are necessary and removal or clean-up of these materials will require the services of experts. Real Estate Agents are not qualified experts.

If you are a seller or landlord, it is your responsibility to ensure that the transaction documents include disclosures and/or disclaimers that are appropriate for the transaction and the Property.

If you are a purchaser or tenant, it is your responsibility to ensure that the transaction documents include provisions to permit consultation with attorneys, environmental consultants and others to make prudent investigations, and further that such inspections are conducted.

### **ADA DISCLOSURE**

In order to ensure that all business establishments are accessible to persons with a variety of disabilities, the Americans with Disabilities Act was enacted under federal law and there are also state and local laws that may require alterations to a Property in order to allow access. Texas has enacted the Architectural Barriers Removal Act to also accommodate persons with disabilities. Real Estate Agents are not qualified to advise you if the Property complies with these laws or what changes may be necessary. You should consult with attorneys, engineers and other experts to determine if the Property is in compliance with these laws.

### **FLOODPLAIN INFORMATION DISCLOSURE**

It is the sole responsibility of every purchaser, seller, landlord and/or tenant of any interest in Property to independently review the appropriate flood plain designation maps proposed and adopted by federal, state, and local resources including, but not limited to, the Federal Emergency Management Association ("FEMA") and the San Antonio River Authority ("SARA"), in order to determine the potential flood risk of their Property. Real Estate Agents are not qualified to assess and cannot warrant, guarantee, or make any representations about the flood risk of a particular piece of Property. All decisions made or actions taken or not taken by a purchaser, seller, landlord and/or tenant with respect to the flood risk of a particular piece of Property shall be the sole responsibility of such party.



## Information About Brokerage Services

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Texas law requires all real estate license holders to give the following information about brokerage service 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 sub-agent 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 title 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:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - 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.

<u>DH REALTY PARTNERS, INC</u> LICENSED BROKER / BROKER FIRM NAME OR PRIMARY ASSUMED BUSINESS NAME	<u>147342</u> LICENSE #	<u><a href="http://www.dhrealtypartners.com">www.dhrealtypartners.com</a></u> E-MAIL	<u>210.222.2424</u> PHONE
<u>Charles L. Jeffers</u> DESIGNATED BROKER OF FIRM	<u>162202</u> LICENSE #	<u><a href="mailto:cjeffers@dhrp.us">cjeffers@dhrp.us</a></u> E-MAIL	<u>210.222.2424</u> PHONE
<u>John Cannon, CCIM</u> LICENSED SUPERVISOR OF SALES AGENT/ASSOCIATE	<u>618616</u> LICENSE #	<u><a href="mailto:cannon@dhrp.us">cannon@dhrp.us</a></u> E-MAIL	<u>210.222.2424</u> PHONE
<u>Michael D. Hoover</u> SALES AGENT/ASSOCIATE'S NAME	<u>391636</u> LICENSE #	<u><a href="mailto:hoover@dhrp.us">hoover@dhrp.us</a></u> E-MAIL	<u>210.222.2424</u> PHONE
<u>John Cannon, CCIM</u> SALES AGENT/ASSOCIATE'S NAME	<u>618616</u> LICENSE #	<u><a href="mailto:cannon@dhrp.us">cannon@dhrp.us</a></u> E-MAIL	<u>210.222.2424</u> PHONE

BUYER / TENANT / SELLER / LANDLORD  
INITIALS

DATE

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