

# Executive Summary

## PROPERTY INFORMATION

Size: +/- 24.977 acres (Owner will Subdivide)

Price: To be determined by market

## IDEAL USES

- Light Industrial
- Convenience Store
- Truck Stop
- Fast Food/Gas Station
- Multifamily

## LOCATION & PROPERTY HIGHLIGHTS

- Ennis is a distribution hub from DFW Metro
- Thriving industrial area
- Great visibility and ingress/egress from Interstate 45
- Close proximity to large industrial parks

## SIGNIFICANT TAX INCENTIVES

*Numerous incentive programs for developing in:*

- Ennis
- Ellis County



# Offer Process

## EXCLUSIVE REPRESENTATION

ARA Newmark has been exclusively retained to represent the Seller in the disposition of ±24.977 acres on I-45 in Ennis, Texas (Property). All inquiries about the Property should be directed to ARA Newmark.

## OFFER REQUIREMENTS

Offers should be presented in the form of a non-binding Letter of Intent, and should include:

- Pricing
- Due Diligence and Closing Timeframe
- Earnest Money Deposit
- Description of Debt/Equity Structure
- Qualifications to Close
- Development Plans

Purchase terms shall require cash to be paid at closing. Offers should be delivered to the attention of Tom Dosch, Dillon Mills, Tim Dosch, or David Marshall via fax or email.

## DUE DILIGENCE INFORMATION

To access the due diligence information please visit the Property website at: [arausa.listinglab.com/](http://arausa.listinglab.com/)

## PRIMARY CONTACT

### **Dillon Mills**

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## SECONDARY CONTACTS

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# PROPERTY DETAILS

## TRACT DETAIL

LOCATION	NEC & NWC of I-45 and FM 85, Ennis, TX
LATITUDE, LONGITUDE	32.311474, -96.595692
PARCEL ID	206363, 189651, 202312
LEGAL INFORMATION	Tract A: 890 T M ROWE 2.295 ACRES Tract B: 890 T M ROWE 8.25 ACRES Tract C: 890 T M ROWE 14.432 ACRES
TOTAL ACRES	2.295, 8.25, 14.432 [24.977 total]
SCHOOL DISTRICT	Ennis ISD
DETENTION	Offsite

## DEMOGRAPHICS

	0-1 mi	0-3 mi	0-5 mi
2015 Est. Population	774	12,794	21,555
2015 Est. Average Household Income	\$45,500	\$38,969	\$45,752
2015 Est. Median All Owner-Occupied Housing Values	\$135,870	\$135,211	\$155,407

## TAX RATES

Taxing Authority	2016 Rate
Ennis ISD	1.540000
City of Ennis	0.669174
Ellis County Lateral Road	0.033508
Ellis County	0.380091
Total	2.622773



## Location Highlights

- Distribution Hub from DFW Metro
- Thriving industrial development area
- Approximately 35 miles from Dallas

## Property Highlights

- Significant city and county tax incentives for development
- Great visibility and ingress/egress from Interstate 45
- Excellent access to industrial parks and downtown via FM 85
- Ideal location for truck stop, gas station, restaurant/fast food franchise, or light industrial use



# TAX INCENTIVES

*There are several incentive programs available to promote industrial retention, expansion and new development. Each program has specific qualification and eligibility criteria. Listed below is a summary of each program as stated on [ennistx.com](http://ennistx.com).*

## LOCAL INCENTIVES

### City of Ennis Industrial Tax Abatement

- Capital Investment must exceed \$500,000
- New jobs created must be at least 15
- Abatements are considered on a graduated scale
- Percentage range is between 60% and 100%
- Duration is between 5 and 10 years

### City of Ennis Industrial Tax Abatement

- Capital investment must exceed \$1,000,000
- New jobs created must be at least 26
- Abatements are considered on a graduated scale
- Percentage range is between 35% and 70%
- Duration is between 3 and 7 years

### Land Grant

- Land grants have the same minimum criteria as a City Tax Abatement
- Require a 20 year performance agreement
- 1/20th of the value of the land grant is forgiven per year

### Infrastructure Rehabilitation Grant:

- Grants are considered for projects that encounter excessive costs due to inferior, defective or absent infrastructure
- Requires a 3 to 5 year performance agreement



#### DEVELOPMENT INCENTIVES SUMMARY

Tax Abatements	Yes (City and County)
Enterprise Zone	Yes
Industrial Foundation	Yes
Reinvestment Zone	Yes
Foreign Trade Zone	No
Freeport Exemption	No
Other Incentives	Yes (Land Grant/ Loans)

# ENNIS QUICK FACTS

## Population

Retail Trade Area	40,000+
2014 Estimate	20,000
2010 Census	18,513

## Transportation

International Air	DFW International
Regional Air	Dallas Love
Municipal Airport	Ennis
Railroad	Union Pacific
Freigh Carriers	Multiple

## Traffic Counts

Ennis - Dallas	42,469 VPD
Ennis - Corsicana	45,019 VPD
*Source TxDOT 2013	

## Utilities

Electronic	ONCOR	Reliability 99.95
Natural Gas	Atmos	BTU per CF 1,050
Water	City	Lake Bardwell
Sewer	City	Capacity 3.9 MG
Telephone	AT&T	Fiber, 911 & T-1

## Sales Tax

State	6.250
City	1.000
Economic Development	.500
Crime District	.250
Street Maintenance	.250
TOTAL	8.250%

## Ennis Business Information

- Home to 40+ industries and industrial support businesses that employ over 4,000 workers
- Tax base has doubled over the last 11 years
- Several industries consistently rank in the D/FW top 100
- One of the most diverse industrial bases in the State of Texas.
- Over \$535 million in industrial investment has occurred over the last 10 years
- Construction costs start at only \$15 per square foot.
- One of the lowest tax rates in D/FW
- Outstanding public services
- Selected as One of the Top 96 High Schools in the United States and Top 9 in Texas



Source: <http://ennistx.com/print/fast-facts-0>

# AREA HIGHLIGHTS

## RETAIL & ENTERTAINMENT

### Texas Motorplex

- Hosts the annual NHRA Fall National auto racing event and more than 90 other racing events
- Hosts 500,000 fans annually
- Known as “the ultimate drag racing facility”, the Motorplex is ranked one of the best 1.4 mile drag racing facilities in the nation

### Railroad and Cultural Heritage Museum

- Housed in a former restaurant building built in 1915
- The City of Ennis acquired the Museum building from the Southern Pacific Railroad in 1991
- Contains railroad memorabilia, dioramas, depot replicas, Czech dolls, china from old rail lines, and more



### Bardwell Lake

- Over 3,500 total acres and 1,800 acres surrounding the lake
- Annual attendance exceeding 500,000
- Offers opportunities for skiing, swimming, boating, camping, and picnicing
- The Highview Marina provides opportunities for renting paddle boats and fishing in a covered pavilion

### Galaxy DriveIn Theatre

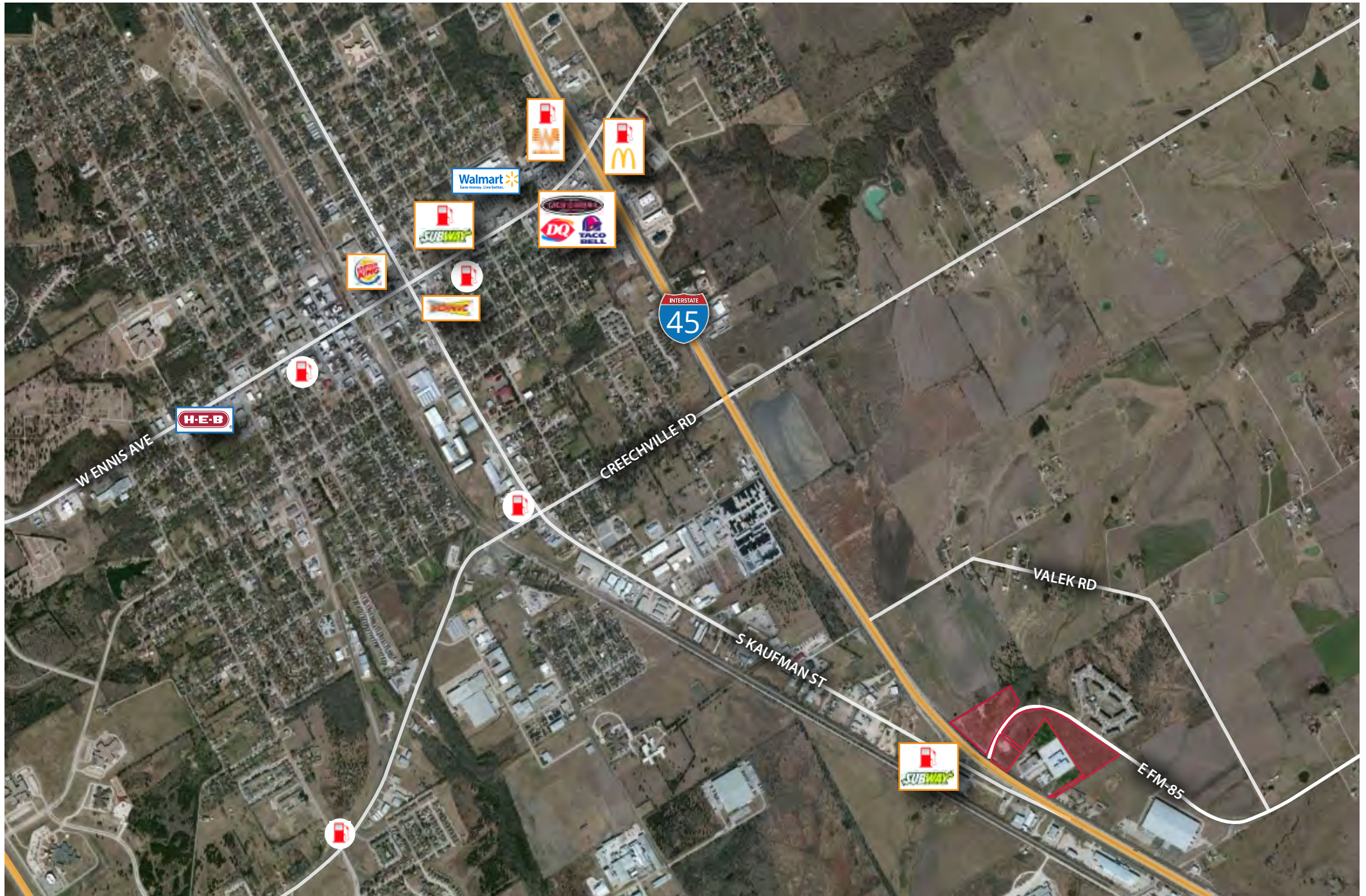
- Movies are played from 6 different screens
- Recently expanded to two snack bars and converted to digital film

### Sugar Ridge Winery

- Opened in April 2011, the winery is conveniently located off of I-45
- Have a wide assortment of red and white wines and offer private tasting rooms for parties, receptions, and special events

### Ennis Downtown Historic District

- Covers seven blocks and includes over 80 buildings, primarily from the city's early days of railroad activity
- Most buildings date back to the early 1900's
- Home to the Ennis Railroad and Cultural Heritage Museum, Ennis National Bank, City Hall, and many other historical buildings built prior to 1915
- Provides a unique shopping experience with many stores featuring rare selections of antiques
- Hosts the Bluebonnet Trails Festival, Annual National Polka Festival, and Lights of Ennis





**Approved by the Texas Real Estate Commission for Voluntary Use**  
*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 Salespersons 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, 512-936-3000 (<http://www.trec.texas.gov>)

# DISCLAIMER

Prospective purchasers are hereby advised the Owners (“Owner”) of the Property are soliciting offers through Apartment Realty Advisors (“ARA”), which may be accepted or rejected by the Owners at the Owners’ sole discretion.

Any solicitation of an offer for the Properties offered hereunder will be governed by this Offering, as it may be modified or supplemented. Prospective purchasers are advised that as part of the offer process, the Owners will be evaluating several factors including the experience and financial qualifications of the purchasing entity.

The Owners shall have no obligation to accept any offer from any prospective purchaser. The Owners reserve the right to withdraw the Properties from consideration at any time prior to final execution of a Purchase Agreement.

This Offering document is furnished to prospective purchasers for the purpose of determining whether to invest in the Properties offered hereby. The information contained herein, or any other related information provided by the Owners, may not be reproduced, redistributed or used in whole or in part without the prior written consent of the Owners.

No person has been authorized to give any information or make any representation or warranty, either expressed or implied and, if given or made, such information or representation must not be relied upon.

While the Owners and ARA have no reason to believe that the information provided herein or in subsequent information updates delivered to potential purchasers hereunder contains any material inaccuracies, neither the Owners nor ARA nor any of the Owners’ or ARA’s respective subsidiaries, affiliates, companies, or the officers, directors, employees, agents and representatives of any such entities, etc., make any representations or warranties, expressed or implied, as to the validity, accuracy or completeness of the information provided or to be provided, and nothing herein shall be deemed to constitute a representation, warranty or promise by any such parties as to the future performance of the Properties or any other matters set forth herein.

Any obligations to prospective purchasers that the Owners may have with respect to the Properties are limited to those expressly set forth in a fully executed Purchase Agreement between the parties. Prospective purchaser’s sole and exclusive rights against the Owners, with respect to this prospective transaction, the Properties, or information provided herein or subsequently, shall be limited to those remedies expressly provided in an executed Purchase Agreement, which shall not survive the closing. Further, in no event shall prospective purchasers have any claims against the Owners, ARA, or any of their respective affiliates for any damages, liability, or causes of action relating to the Purchase Agreement.

Prospective purchasers are not to construe the contents of this Offering or any prior or subsequent information communications from the Owners or any of their respective officers, employees or agents as legal, tax or other advice. Prior to purchasing, prospective purchasers should consult with their own legal counsel and personal and tax advisors to determine

the consequences of an investment in the Property and arrive at an independent evaluation of such investment.

No commission or finder’s fee shall be payable to any party by the Owners nor any affiliate or agent thereof in connection with the sale of the Properties unless otherwise agreed to by the Owners in writing.

Acquisition of properties such as the these offered hereunder involves a high degree of risk and are suitable only for persons and entities of substantial financial means.



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