



OFFERING MEMORANDUM  
FEDEX GROUND

5698 W 155 N. | HURRICANE, UT 84737

Exclusively Marketed By:

**Gabriel L. Fisher**

310.405.6401

[gabe@matysekinvestment.com](mailto:gabe@matysekinvestment.com)

License #01884942

**Paul Z. Matysek, CCIM**

310.405.0902

[paul@matysekinvestment.com](mailto:paul@matysekinvestment.com)

License #01757671

**MIG** MATYSEK INVESTMENT GROUP  
COMMERCIAL REAL ESTATE ADVISORS

**FedEx**®  
Ground

Broker of record Town & Country Apollo Properties

## INVESTMENT SUMMARY

Tenant	FedEx Ground
Property Address	5698 W 155 N. Hurricane, UT 84737
Property Type	Single Tenant Industrial
Price	\$5,700,000
Price/SF/Bldg	\$150.17
Net Operating Income	\$396,000
CAP Rate	6.95%
Lease Type	NN
Roof & Structure	Landlord Responsible
Lease Guarantor	Corporate Guarantee
Lease Term Remaining	8.8 Years
Occupancy	100%
Building Size	37,956 SF
Land Size	203,861 SF
Year Built / Renovated	2007
APN	H-GBP-2-4-RD3
Zoning	Industrial

## TRAFFIC COUNTS

## CARS PER DAY

State Street	16,080
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## INVESTMENT HIGHLIGHTS

- Newly expanded industrial building fully leased to FedEx Ground, located within the very attractive Gateway Business Park.
- Just under 9 years left on this newly renewed NN lease
- Building contains 2,651 SF of office and 35,305 SF of warehouse space with associated driveways, parking and maneuvering areas.
- Property is located close to the Wal-Mart distribution Center and Orgill Distribution Center.
- Property allows for easy access off of I-15, just minutes north of St. George.
- Excellent opportunity for an investor interested in less management involvement.



**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is made as of \_\_\_\_\_, 2016, by and between Jernigan Hurricane, LLC and JP Hurricane, LLC ("JHJPH"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, having an office at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Attn: \_\_\_\_\_ ("Recipient").

**W I T N E S S E T H:**

WHEREAS, the parties hereto are engaged in discussions regarding the identification and possible sale and purchase of retail store projects in the continental United States for certain potential parties (the "Purpose"); and

WHEREAS, in the course of fulfilling the Purpose, JHJPH may disclose to Recipient confidential and proprietary information, including data, drawings, information, trade secrets and other materials and shall treat this information, as well as the fact that these discussions are taking place, as confidential ("Confidential Information") pursuant to the terms of this Agreement; and

WHEREAS, the parties desire that the disclosure of any such information shall be made on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Use of Confidential Information. Recipient shall make use of the Confidential Information only for the Purpose and, except as provided below, not provide it to any other person. Recipient will notify each employee, agent, affiliate or consultant involved in the business discussions or who may have any occasion to view, handle, or obtain any of the Confidential Information, of the terms of this Agreement and ensure their compliance with such terms as well as require any unaffiliated person to enter into a written agreement with terms similar to this. Recipient further agrees that such Confidential Information will be made available only to those of its respective employees, agents, affiliates or consultants with a need to know.

2. Confidentiality Period. This Agreement shall expire on \_\_\_\_\_, 201\_\_\_. Notwithstanding the foregoing, the obligations under this Agreement with respect to the nondisclosure of Confidential Information received on or after the date of this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years.

3. Standard of Care. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information as Recipient uses to protect its own Confidential Information.

4. Identification. Recipient's obligation shall only extend to Confidential Information that is described in Paragraph 1, and that: (a) is marked as confidential at the time of disclosure; or (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure.

5. Exclusions. This Agreement imposes no obligation upon Recipient with respect to information that: (a) was rightfully in Recipient's possession before receipt from JHJPH; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by

Recipient from a third party without a duty of confidentiality; (d) is disclosed by JHJPH to a third party without duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law; or (g) is disclosed by Recipient with JHJPH 's prior written approval.

6. Rights. No party acquires any intellectual property rights in property of the others under this Agreement.

7. Return or Destruction. Recipient will return to JHJPH upon demand, or in the event any or all parties cease(s) to be interested in pursuing the Purpose, all Confidential Information provided to Recipient, including all copies thereof which may have been made by or on behalf of Recipient, and Recipient shall destroy, or cause to be destroyed, all notes or memoranda or other stored information of any kind prepared by Recipient relating to the Confidential Information or negotiations generally.

8. Representations and Warranties. The parties acknowledge that, except as may be set forth in a definitive, written agreement in respect of a transaction relating to the Purpose, neither party nor any of its directors, officers, employees, affiliates or advisors shall have been deemed to make, or shall be responsible for, any representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information supplied under this Agreement. Further, it is acknowledged hereby by the parties that only those representations and warranties made by the parties in a definitive, written agreement in respect of such a transaction shall have any force or effect.

9. Remedies. Recipient acknowledges and agrees that in the event of any breach of this Agreement, that JHJPH would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that JHJPH, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and to compel specific performance of this Agreement, without the need for proof of actual damages. Recipients also agree to reimburse JHJPH for all costs and expenses, including attorneys' fees, incurred by or in enforcing its obligation hereunder.

10. No Relationship. This Agreement does not create any agency or partnership relationship.

11. Waiver. In no event shall any party be liable to another for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this Agreement.

**12. JURY TRIAL. ALL PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.**

13. Entire Agreement. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties.

14. Jurisdiction. This Agreement is made under, and shall be construed according to, the substantive laws of the State of Utah, U.S.A., without regard to the conflict of laws provisions.

Jernigan Hurricane, LLC and JP Hurricane, LLC

By:  
Printed Name:  
Title:

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By:  
Printed Name:  
Title: