



OFFERING MEMORANDUM

REPRESENTATIVE

popshelf

Timberville (Harrisonburg MSA), VA

OFFERING SUMMARY



14111 Timber Way · Timberville, VA 22853

PRICE	\$2,123,000		
CAP RATE	5.50%		
NOI	\$116,758		
RENTABLE SQ FT.	11,204		
YEAR BUILT	1998/2023		
LOT SIZE	1.28 AC		
TENANT TRADE NAME	Popshelf		
LEASE GUARANTOR	Dollar General Corporation		
LEASE TYPE	NN		
ROOF & STRUCTURE	Landlord		
LEASE TERM	15 Years		
RENT COMMENCEMENT DATE	January 2023		
LEASE EXPIRATION DATE	January 2038		
TERM REMAINING ON LEASE	15 Years		
INCREASES	10% Increases During Options		
OPTIONS	Five, 5-Year Options		
BASE RENT	Years 1-15	\$116,758	
OPTION RENT	Years 16-20	(Option 1)	\$128,436
	Years 21-25	(Option 2)	\$141,276
	Years 26-30	(Option 3)	\$155,400
	Years 31-35	(Option 4)	\$170,940
	Years 36-40	(Option 5)	\$188,040
TENANT RESPONSIBILITIES	Taxes, Insurance, Utilities , HVAC		
LANDLORD RESPONSIBILITIES	Roof & Structure, Parking Lot Landlord will receive \$400/month in CAM.		



INVESTMENT HIGHLIGHTS

NEWLY RENOVATED 2023 POPSHELF

- Popshelf is a Dollar General Brand located in affluent suburban areas focused on home décor, seasonal entertaining and health & beauty products. 95% of the items are priced below \$5.00.
- Dollar General plans to expand their new Popshelf concept at a rapid pace with over 1000+ locations planned by 2025.
- Popshelf is renovating a 11,204 SF former Walgreens and rent will commence in January 2023.
- Renovations include improvements to the Roof, HVAC, store front & interior, parking lot, painting, landscaping.

ACROSS FROM A WALMART SUPERCENTER & A FOOD LION SHOPPING CENTER

- The subject property is located at the signalized hard corner of Hwy 42 (11,000 VPD) and McCauley Dr (3,800 VPD) in the main retail area of Timberville, VA.
- This Popshelf is positioned directly across the street from a Walmart Supercenter and a Food Lion Anchored Shopping Center.
- The closest Walmart competition is nearly 30 minutes away which means this location draws from a large trade area of surrounding markets.
- Additional national retailers include Advance Auto Parts, Hardees, AutoZone, 7-Eleven, Verizon Wireless and more.

HARRISONBURG MSA

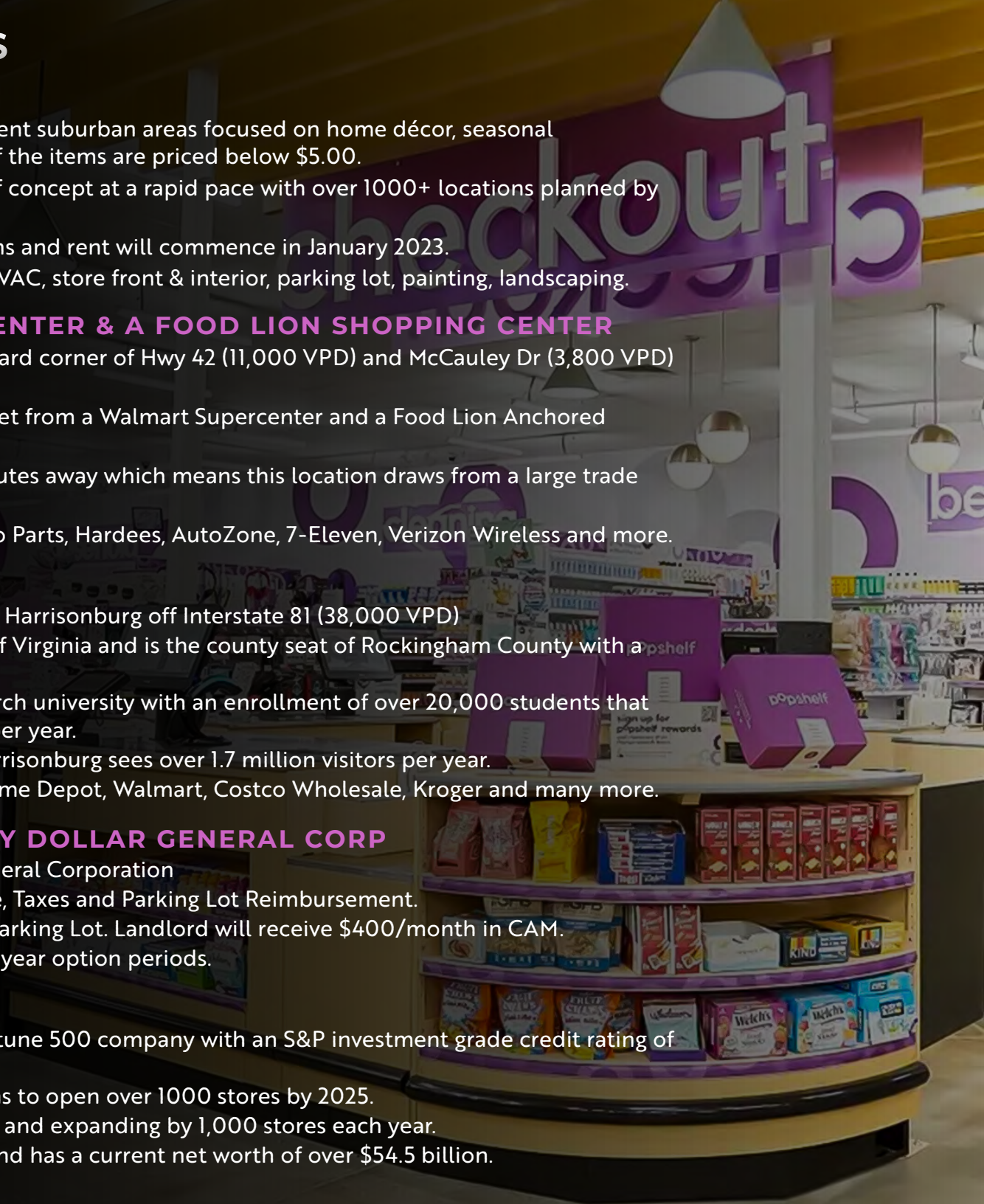
- Timberville is located 15 miles north of downtown Harrisonburg off Interstate 81 (38,000 VPD)
- Harrisonburg is in the Shenandoah Valley region of Virginia and is the county seat of Rockingham County with a total MSA population of 126,562.
- Home to James Madison University, a public research university with an enrollment of over 20,000 students that contributes \$480 million to Rockingham County per year.
- With Access to the Shenandoah National Park, Harrisonburg sees over 1.7 million visitors per year.
- National Retail in Harrisonburg include Target, Home Depot, Walmart, Costco Wholesale, Kroger and many more.

NEW 15-YEAR LEASE GUARANTEED BY DOLLAR GENERAL CORP

- Brand new 15-year lease guaranteed by Dollar General Corporation
- Tenant is responsible for HVAC, Utilities, Insurance, Taxes and Parking Lot Reimbursement.
- Landlord is responsible for Roof & Structure and Parking Lot. Landlord will receive \$400/month in CAM.
- There are 10% rent increases in each of the Five, 5-year option periods.

INVESTMENT GRADE TENANT

- Dollar General is a publicly traded (NYSE: DG) Fortune 500 company with an S&P investment grade credit rating of BBB.
- Popshelf currently has 80 open locations and plans to open over 1000 stores by 2025.
- Dollar General currently has over 18,600 locations and expanding by 1,000 stores each year.
- Dollar General has been in business for 80 years and has a current net worth of over \$54.5 billion.





pOpshelf

DOLLAR GENERAL

DG

PUBLICALLY
TRADED

\$54.4 B

TOTAL DG
NET WORTH

83

YEARS IN
BUSINESS

18,600+

DG STORES IN
47 STATES

80

POPSHELF
STORES

100+

NEW POPSHELF
STORES BY EOY



80 stores & counting

THE NEW UPSCALE BRAND CONCEPT BY DOLLAR GENERAL

pOpshelf is targeting locations in mid-sized cities and suburbs on the fringes of larger metro areas. pOpshelf has 80+ locations with plans for 150+ at the close of 2022 and the ultimate potential of 3,000+ locations. pOpshelf will offer a fun, on trend and rotating selection of seasonal, houseware, home décor, and party goods in addition to candy & snacks, toys & games and electronics. Customers may also choose from an expansive selection of health and beauty products, home cleaning supplies and paper products, among other items. The new store format targets customers in suburban areas that earn a yearly household income between \$50,000 to \$125,000.

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Walmart



Plains ES
423 students



VA-211
3,700 VPD

State Rte 800
2,200 VPD

VA-42
10,000 VPD



popshelf

TOWNHOMES



TOWNHOMES

popshelf

**Advance
Auto Parts**



Walgreens

VA-42
10,000 VPD



Hardee's



State Rte 800
2,200 VPD



pilgrim's
Processing Plant

Cargill
Processing Plant

Godfather's Pizza



42

State Rte 800
2,000 VPD

Rockingham
Cooperative



VA-42
4,900 VPD



7-ELEVEN



VA-211
3,700 VPD

popshelf

VA-42
10,000 VPD



TIMBERVILLE

VIRGINIA

Advance
Auto Parts



Walmart



Plains ES
423 students

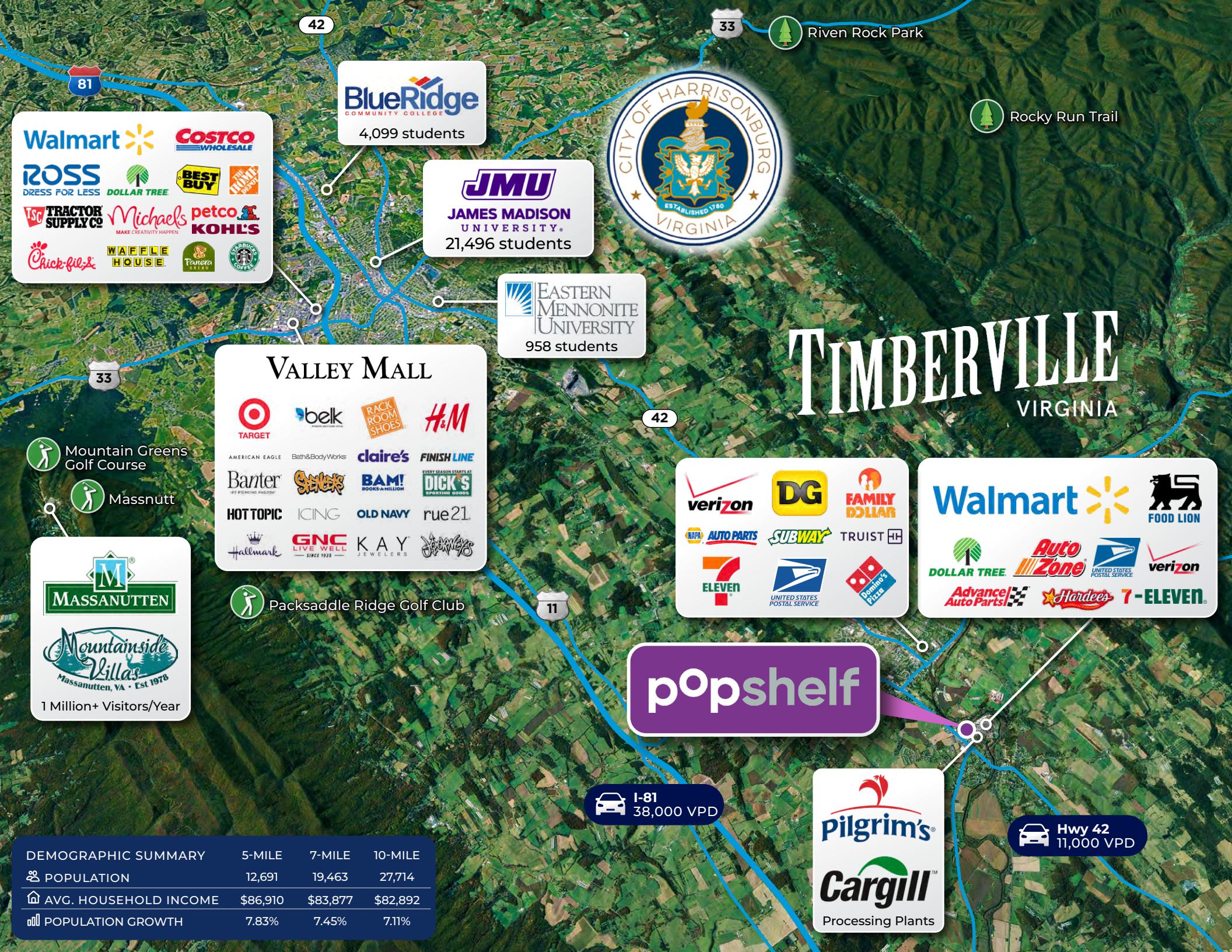
DEMOGRAPHIC SUMMARY	5-MILE	7-MILE	10-MILE
POPULATION	12,691	19,463	27,714
AVG. HOUSEHOLD INCOME	\$86,910	\$83,877	\$82,892
POPULATION GROWTH	7.83%	7.45%	7.11%

42



State Rte 800
2,200 VPD

800



Walmart
ROSS
DRESS FOR LESS
DOLLAR TREE
BEST BUY
THE HOME DEPOT
VSC TRACTOR SUPPLY CO
Michael's
petco
KOHLS
Chick-fil-A
WAFFLE HOUSE
Panera
STARBUCKS

BlueRidge
COMMUNITY COLLEGE
4,099 students

JMU
JAMES MADISON
UNIVERSITY
21,496 students

EASTERN
MENNONITE
UNIVERSITY
958 students

VALLEY MALL

TARGET
belk
RACK ROOM SHOES
H&M
AMERICAN EAGLE
Bath&BodyWorks
claire's
FINISH LINE
Banter
GEEKS
BAM!
EVERY SEASON STARTS AT
DICK'S
HOT TOPIC
ICING
OLD NAVY
rue21
Hallmark
GNC
LIVE WELL
KAY
JEWELERS
Jewelry

MASSANUTTEN
Mountainside
Villas
Massanutten, VA • Est 1978
1 Million+ Visitors/Year

Packsaddle Ridge Golf Club



TIMBERVILLE

VIRGINIA

verizon
DG
FAMILY DOLLAR
NAPA AUTO PARTS
SUBWAY
TRUIST
7 ELEVEN
UNITED STATES POSTAL SERVICE
Domino's Pizza

Walmart
FOOD LION
DOLLAR TREE
Auto Zone
UNITED STATES POSTAL SERVICE
verizon
Advance Auto Parts
Hardee's
7-ELEVEN

popshelf

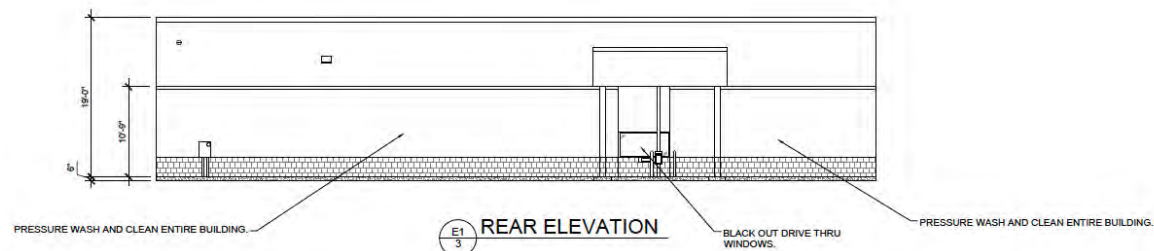
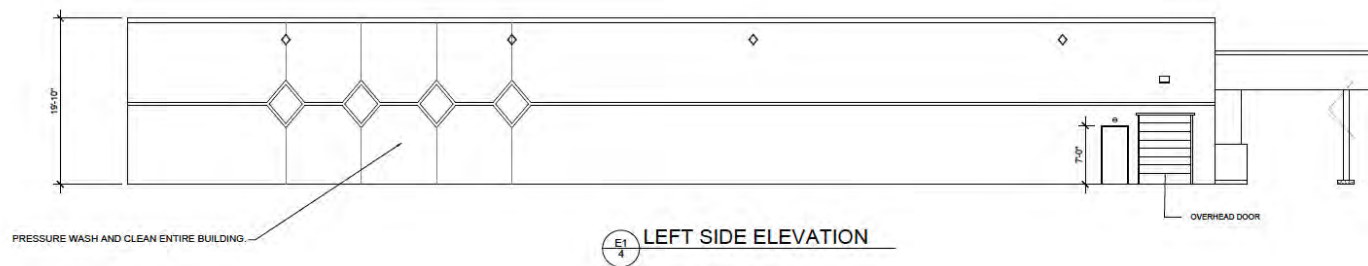
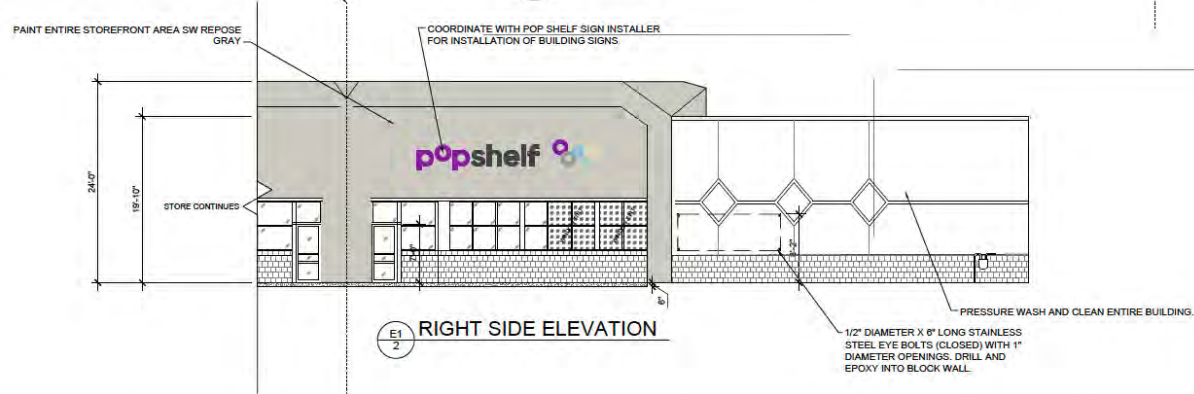
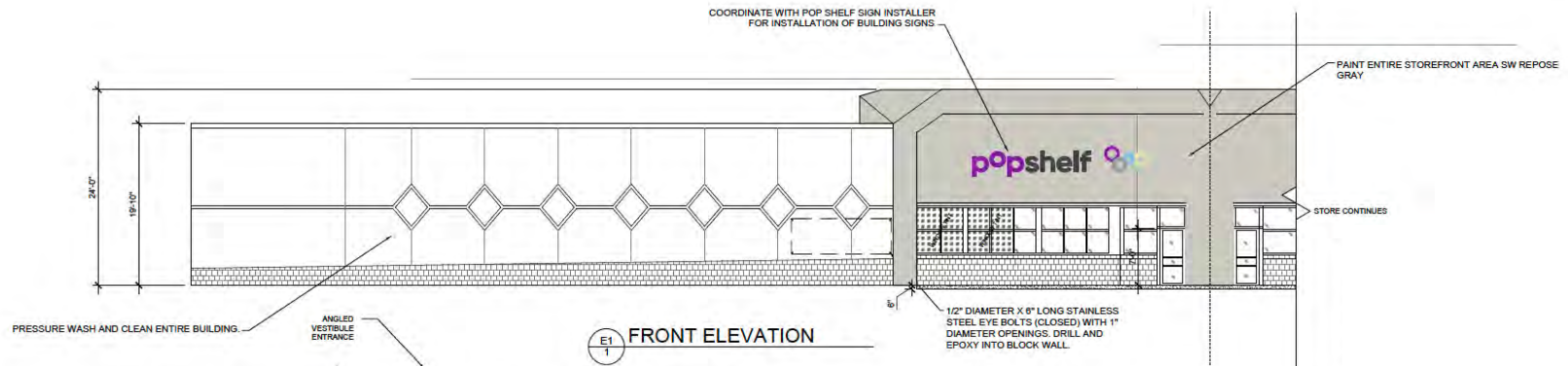
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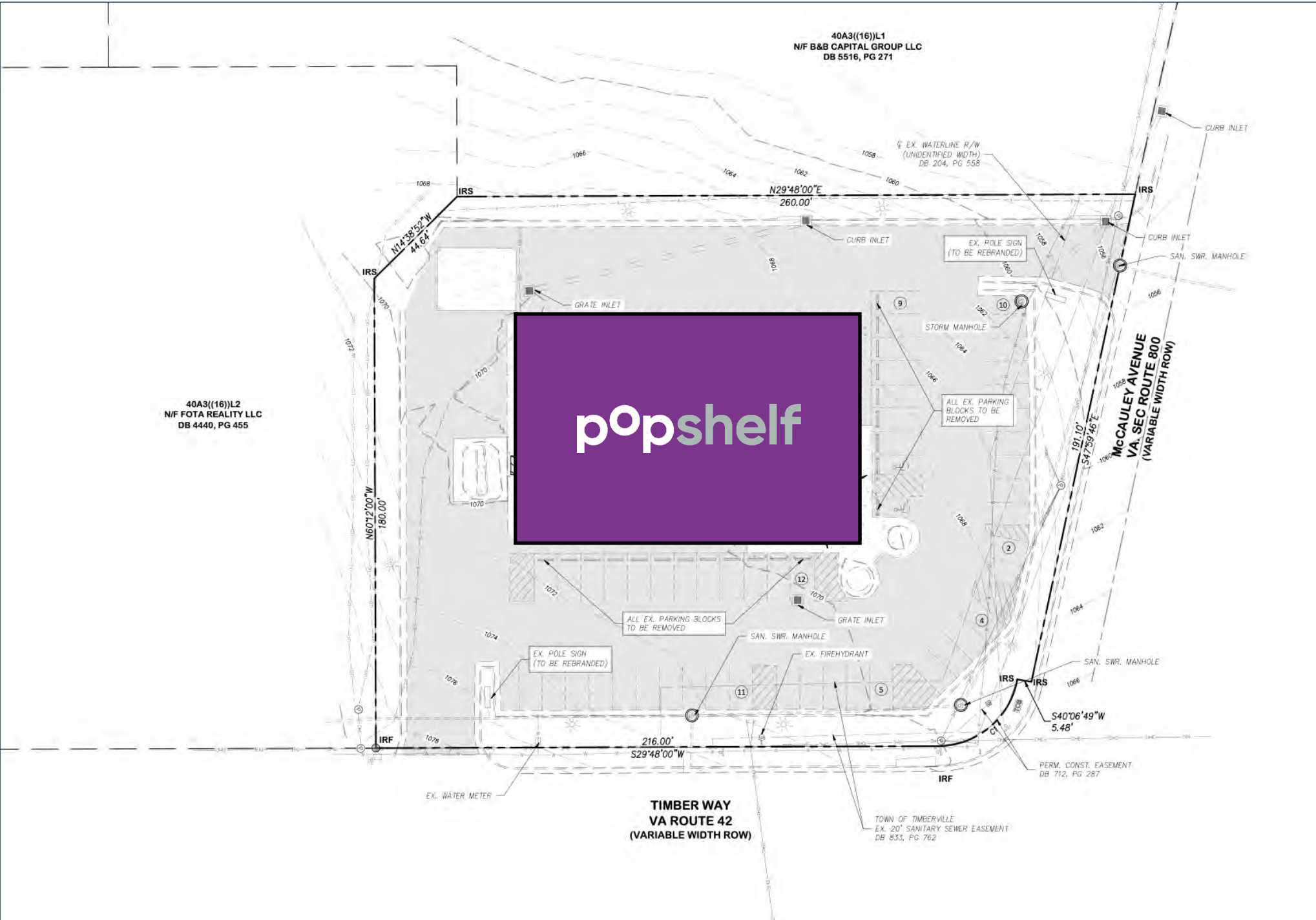
I-81
38,000 VPD

Hwy 42
11,000 VPD

ELEVATIONS



SITE PLAN



BIRDSEYE VIEW



VA-42
10,000 VPD

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BRIAN HOSEY | LIC #: 0225247494 | P: (202) 536-3700

Marcus & Millichap
TAYLOR MCMINN
RETAIL GROUP

Dated:

Don McMinn
Marcus & Millichap
1100 Abernathy Road, NE, Suite 600
Atlanta, GA 30328

Phone: (678) 808-2762
Fax: (815) 550-1286
don.mcminn@marcusmillichap.com

Re: 14111 Timber Way – Timberville, VA 22853 (Popshelf)

Dear:

Please accept this offer to purchase the above referenced Property. This letter expresses Purchaser's interest in purchasing the Property under the following terms and conditions:

Purchaser _____

**Purchaser's
Address** _____

**Purchaser's
Phone/Fax** _____

**Purchaser's
Email Address** _____

Offer Price _____

Earnest Money \$50,000 earnest money deposit due within forty-eight (48) hours of the Effective Date of the Contract with an additional \$50,000 deposited at the expiration of the Inspection Period (\$100,000 Total). The Earnest Money shall become non-refundable barring any other listed contingencies at the expiration of the Inspection Period.

Inspection Period 21 Calendar Days from the Effective Date, which shall mean the date on which the latter of the parties executes a Contract. All available Due Diligence Documents ("Documents") will be forwarded immediately upon the Effective Date of the Contract.

Purchaser's Initials _____ Seller's Initials _____

Financing Period
(Please Check One)

☐ **All Cash** (No Financing Period)

☐ **Financing:** Purchaser shall have ten (10) days from the Effective Date of the Contract to apply for and obtain a financing commitment. In addition, Purchaser shall have 30 days from the effective date of the contract to complete loan processing. Purchaser shall use its best efforts to secure and obtain a new first mortgage loan in the amount of \$_____ on terms which are acceptable to Purchaser.

Closing Date

New Property: Within 10 Calendar Days after rent commencement and receipt of tenant estoppel.

Closing Costs

Seller shall pay for the transfer tax. Buyer shall pay for Title. Purchaser and Seller shall each bear its own attorneys expenses. All other Closing Costs shall be split 50-50 between Buyer and Seller.

Property Condition

Property is being sold "AS IS" with Seller making representations or warranties concerning the property.

**Contract within
10 days:**

Within Ten (10) Calendar Days of the Effective Date of this Letter of Intent, Purchaser and Seller shall enter into a binding Contract (the "Contract"). Seller will Draft the Contract and Failure to reach an agreement will allow the Seller to consider this agreement void and accept offers from other parties.

Broker Commission

Purchaser acknowledges that Purchaser has employed _____, ("Purchaser's Brokers") to represent them in this transaction. Any commissions due the Purchaser's broker (if applicable) shall be paid by the Seller directly.

1031 Exchange

Purchaser ☐ is / ☐ is not (check one) completing an IRS 1031 Tax Deferred Exchange, to which the Seller agrees to cooperate providing there is no cost or expense to Seller. Purchaser has \$_____ in an exchange account from a transaction which closed escrow on _____. Purchaser will provide Seller, upon request, proof of such funds.

Confidentiality

Purchaser and Purchaser's agents and representatives hereby covenant with Seller that Purchaser and Purchaser's agents and representatives shall not, without the prior written consent of Seller (which consent may be withheld in Seller's sole and absolute discretion), disclose to any other person (other than Purchaser's accountants and attorneys) or entity by any means whatsoever: (i) any information pertaining to the Documents; (ii) any information

Purchaser's Initials _____ Seller's Initials _____

pertaining to the Contract; or (iii) any information or documentation (written or oral) provided by Seller or Seller's agents and representatives concerning Seller, Seller's business, Tenant, Tenant's business or the Property.

This Letter of Intent is contingent upon the prospective Purchaser's willingness to execute Seller's standard Purchase Agreement as well as review and approval of the details of the transaction proposed above by the appropriate principal parties of the Seller.

It is understood and agreed that the foregoing constitutes a *Letter of Intent* setting forth the major business points from our discussions. It is further understood that neither party intends to create any contractual rights or obligations as a result of entering into this *Letter of Intent*. No binding agreement or rights or obligations shall arise as the result of executing this letter or with respect to the proposed transactions, unless and until we execute definitive documentation incorporating the above provisions and other appropriate terms.

If the foregoing accurately reflects our discussions, please acknowledge same by returning a signed copy of this letter. Execution of this Letter of Intent by the undersigned agent in no way binds or obligates the Seller or any of its principals.

Agreed and Accepted | Purchaser

By: _____

Printed: _____

Dated: _____

Agreed and Accepted | Seller

By: _____

Printed: _____

Dated: _____