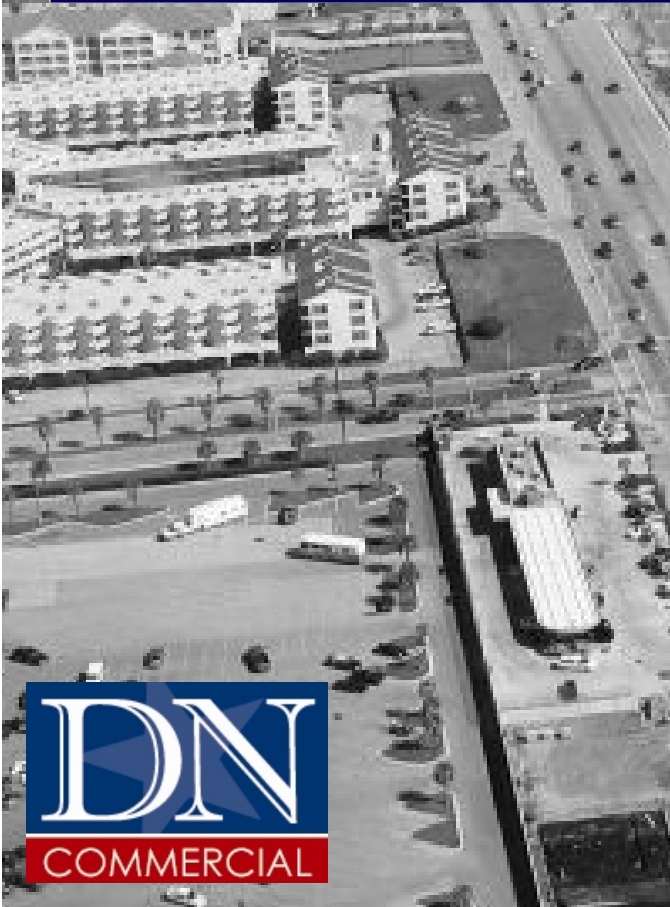


Seawall Retail/Residential

728 Seawall Boulevard, Galveston, TX 77550

FOR SALE



Property Description

- Price: \$1,900,000
- Level 1 (Retail): \pm 3,500 SF
- Level 2 (Residential/Office building): \pm 1,500 SF
- 2-story building located on the corner of Seawall & 8th Street
- 12 apartment units attached; Fully leased
- Prime beach front location
- Directly across from Stewart Beach Park
- Income-producing
- Rent roll available upon request

FOR LEASING INFORMATION, PLEASE CONTACT:

DANNY NGUYEN, CCIM

(713) 478-2972 Cell; (713) 270-5400 Office

www.dncommercial.net; marie@dncommercial.net

DANNY NGUYEN COMMERCIAL



PROPERTY PHOTOS



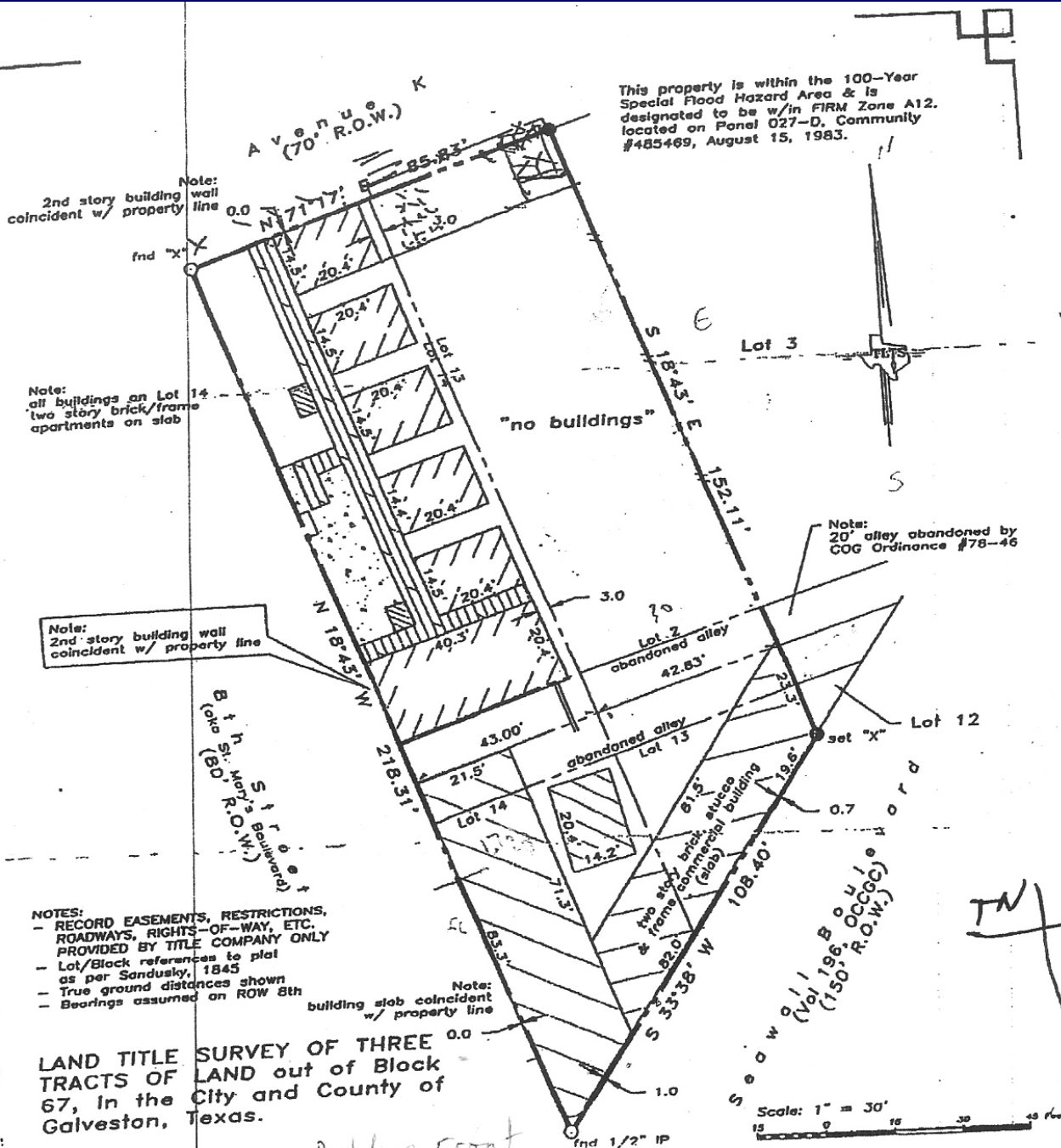
AERIAL MAP



CITY MAP



SURVEY



This property is within the 100-Year Special Flood Hazard Area & is designated to be w/in FIRM Zone A12, located on Panel 027-D, Community #485469, August 15, 1983.

Note: 2nd story building coincident w/ property line

Note: all buildings on Lot 14 two story brick/frame apartments on slab

Note: 2nd story building wall coincident w/ property line

Note: 20' alley abandoned by COG Ordinance #78-46

- NOTES:
- RECORD EASEMENTS, RESTRICTIONS, ROADWAYS, RIGHTS-OF-WAY, ETC. PROVIDED BY TITLE COMPANY ONLY
 - Lot/Block references to plat as per Sandusky, 1843
 - True ground distances shown
 - Bearings assumed on ROW 8th

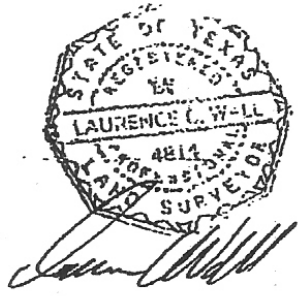
LAND TITLE SURVEY OF THREE TRACTS OF LAND out of Block 67, in the City and County of Galveston, Texas.

728 SEAWALL BOULEVARD being the North parts of Lots 13 and 14, North of Seawall Boulevard, and the South 1/2 of the adjacent alley, in said Block 67;

1102 8TH STREET (aka St. Mary's Boulevard) being Lot 1 and the North 1/2 of the adjacent alley, in said Block 67;

721 AVENUE K being Lot 2 and the North 1/2 of the adjacent alley, in said Block 67.

Galveston County, Texas
To Larry Judd and whom it may concern;
I hereby certify that this survey was made on the ground under my direct supervision and that this plat correctly represents the facts found at the time of the survey.



Laurence C. Wall
RPLS #4814
September 16, 2001

TEXAS LAND TITLE SURVEYORS
1801 Moody Avenue
Galveston, Texas 77550
(409) 765-8883



1.0 Mile Radius

Demographic and Income Profile

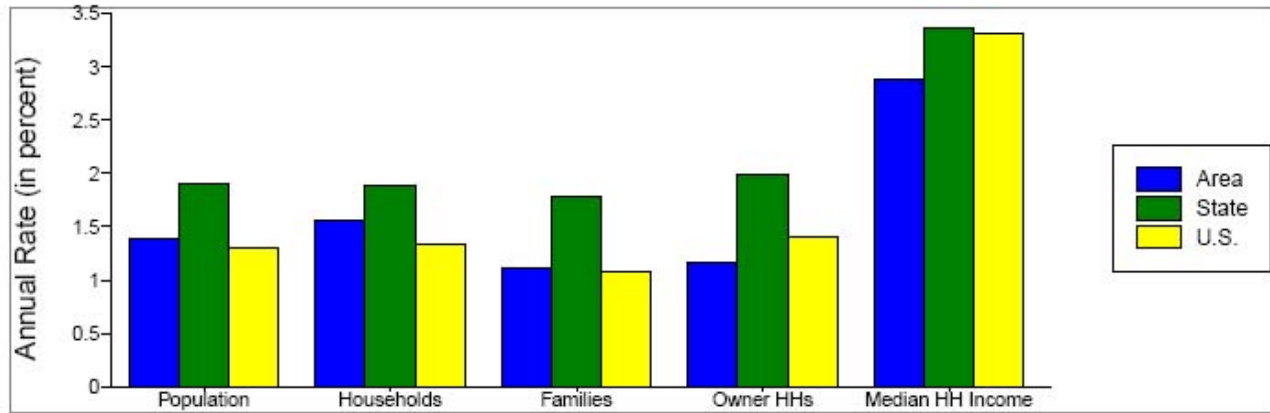
Prepared By: STDBonline.com

728 Seawall Blvd
Galveston, TX 77550

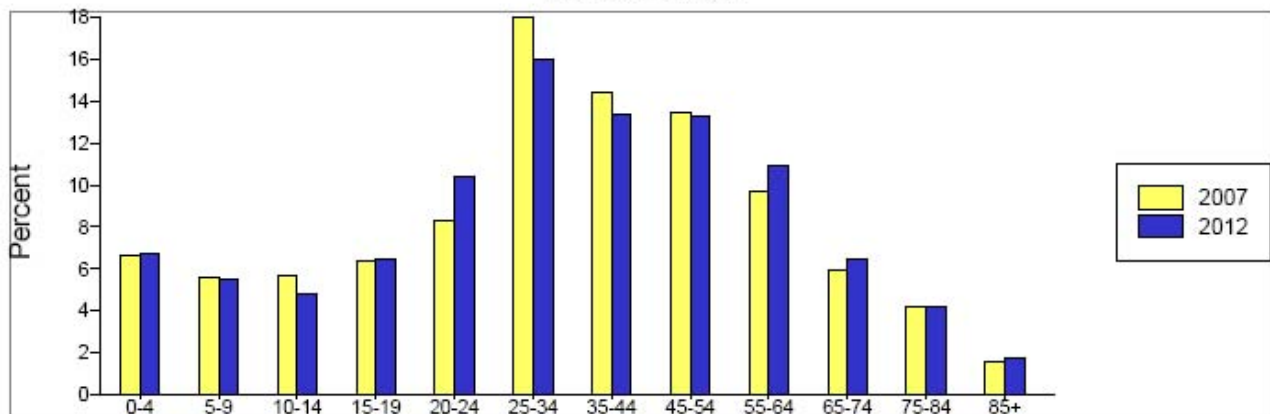
Site Type: Radius

Latitude 29.3031
Longitude -94.7738
Radius: 1.0 mile

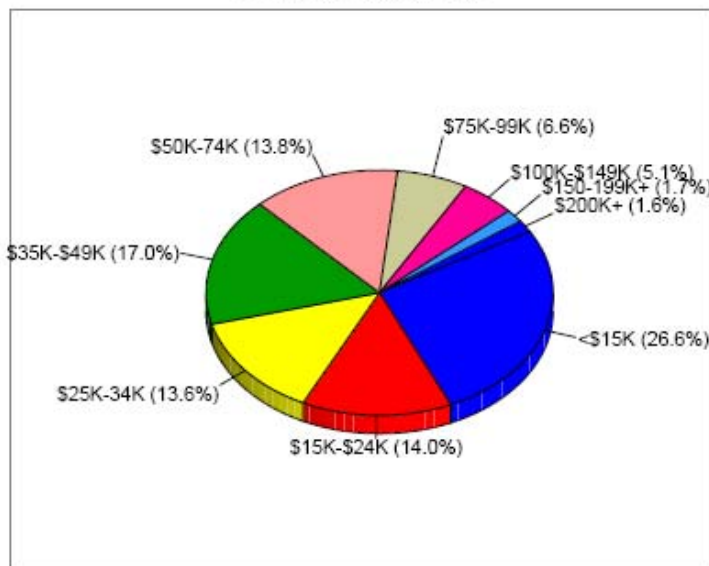
Trends 2007-2012



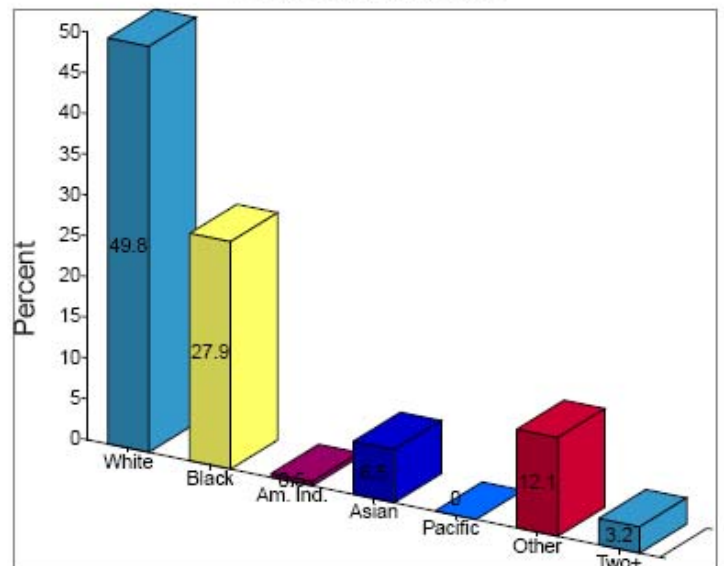
Population by Age



2007 Household Income



2007 Population by Race



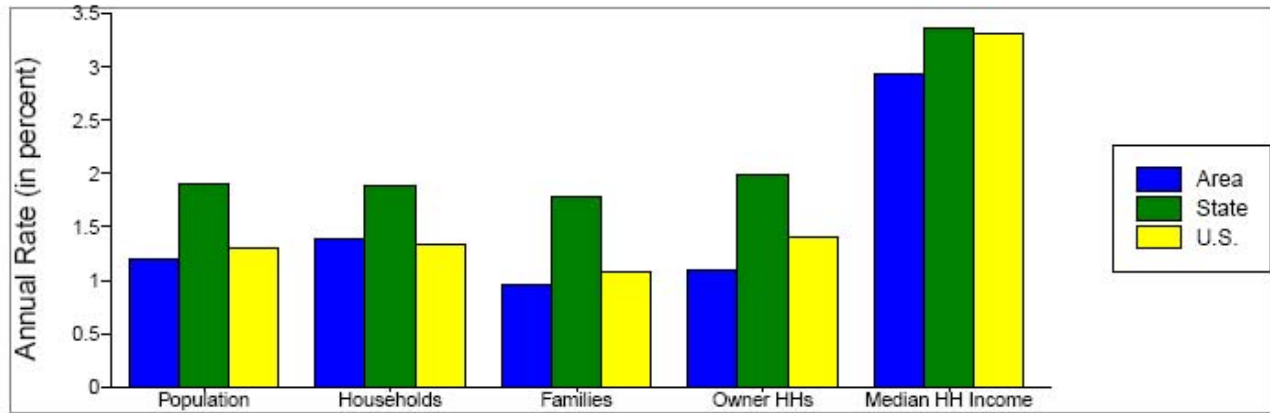
2007 Percent Hispanic Origin: 29.7%

728 Seawall Blvd
Galveston, TX 77550

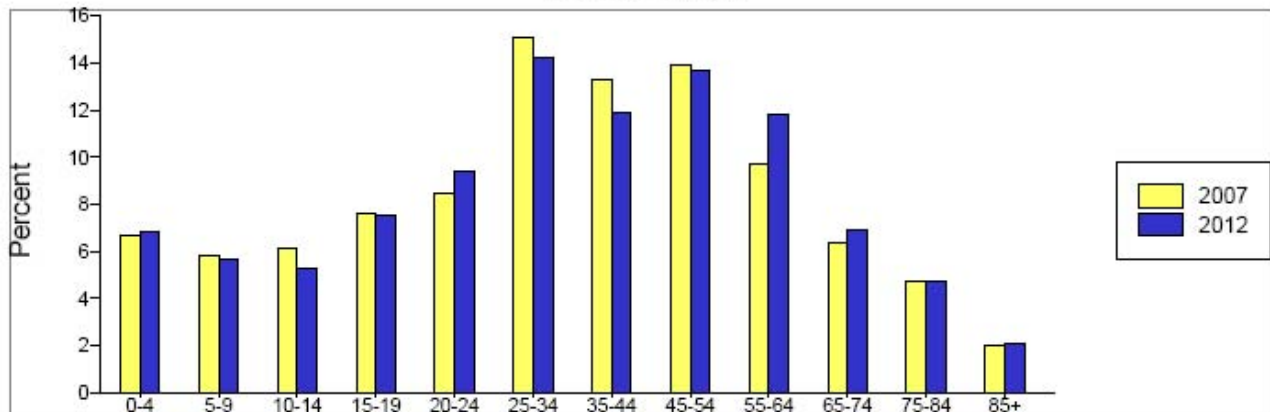
Site Type: Radius

Latitude 29.3031
Longitude -94.7738
Radius: 3.0 mile

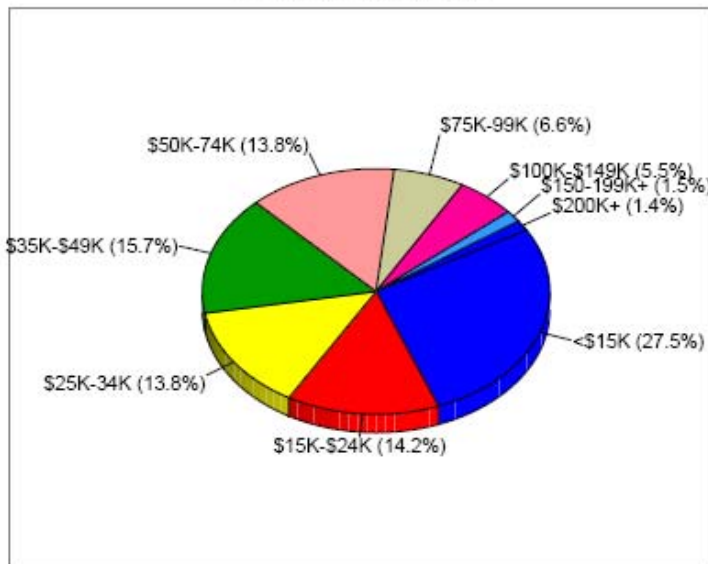
Trends 2007-2012



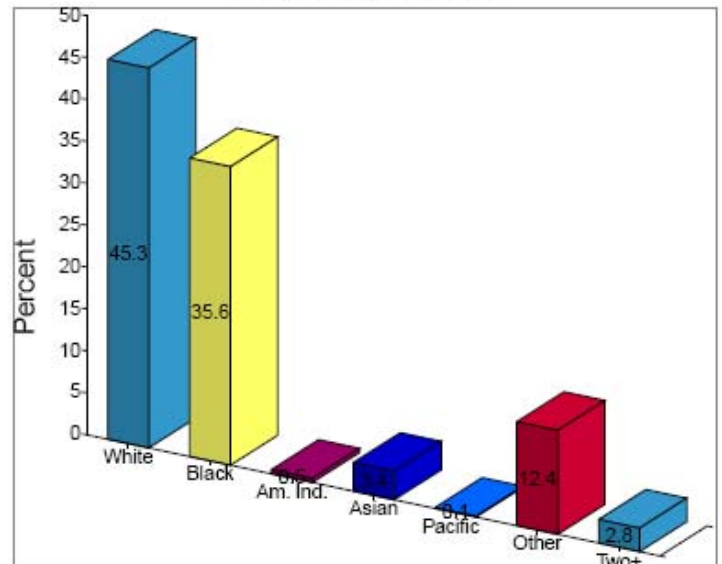
Population by Age



2007 Household Income



2007 Population by Race



2007 Percent Hispanic Origin: 30.0%



5.0 Mile Radius

Demographic and Income Profile

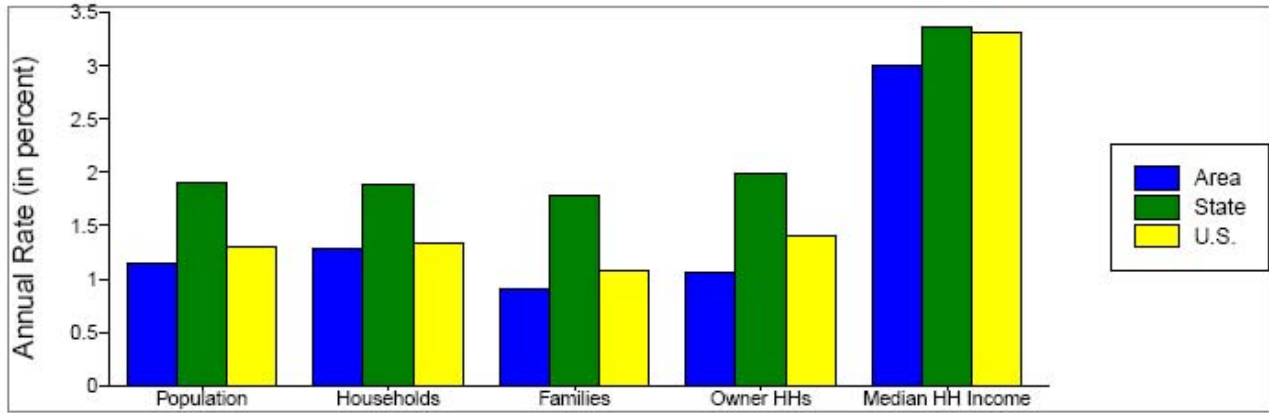
Prepared By: STDBonline.com

728 Seawall Blvd
Galveston, TX 77550

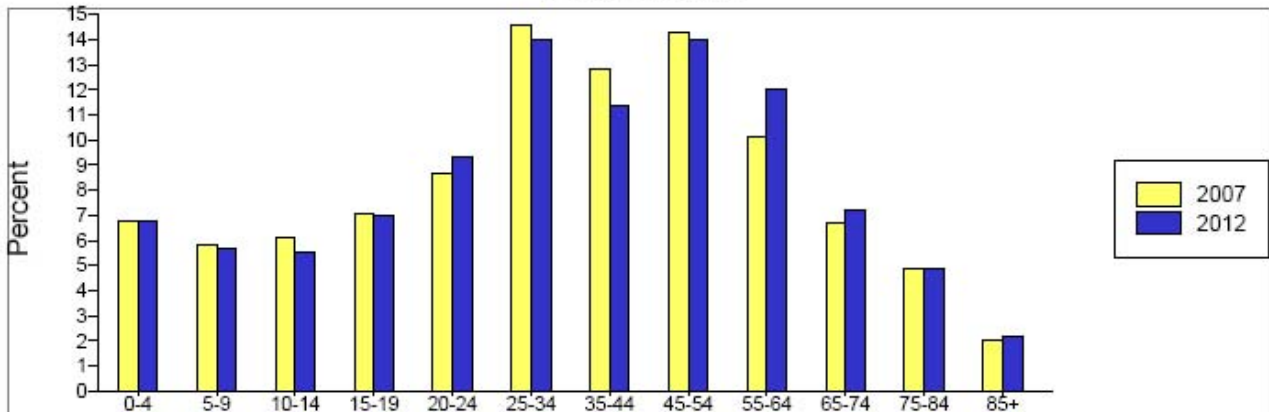
Site Type: Radius

Latitude 29.3031
Longitude -94.7738
Radius: 5.0 mile

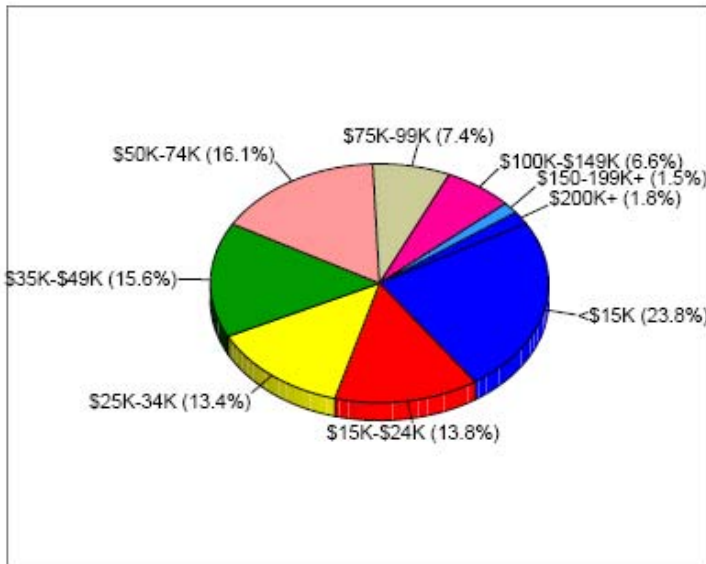
Trends 2007-2012



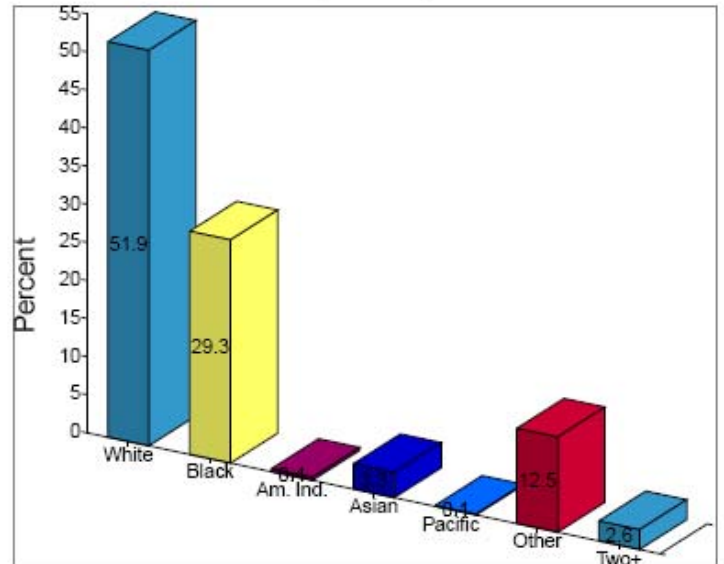
Population by Age



2007 Household Income



2007 Population by Race



2007 Percent Hispanic Origin: 32.8%



Traffic Profile

Prepared by

Seawall
728 Seawall Blvd
Galveston, TX 77550

Site Type: Radius

Latitude: 29.303137
Longitude: -94.773841
Radius: 5.0 mile

Distance:	Street:	Closest Cross-street:	Year of Count:	Count:
0.01	Seawall Blvd	Avenue L (0.05 miles SW)	2001	8,100
0.09	8th St	Broadway St (0.02 miles N)	2001	840
0.11	Seawall Blvd	9th St (0.01 miles SW)	1996	15,922
0.13	Broadway St	9th St (0.03 miles W)	2000	10,200
0.14	8th St	Broadway St (0.02 miles S)	2001	2,910
0.15	Broadway St	7th St (0.05 miles W)	2001	12,480
0.17	Broadway St	Seawall Blvd (0.03 miles NE)	2001	10,520
0.17	6th St	Ms48167 610600030 (0.02 miles N)	2001	6,680
0.19	10th St	Broadway St (0.03 miles N)	2001	1,300
0.21	10th St	Broadway St (0.02 miles S)	1996	1,380
0.32	6th St	Avenue G (0 miles N)	1997	3,000
0.38	Church St	6th St (0.03 miles E)	2001	430
0.41	Seawall Blvd	Avenue H (0.01 miles SW)	2002	9,700
0.42	Holiday Dr	Church St (0.03 miles N)	2001	5,360
0.43	Church St	Holiday Dr (0.03 miles E)	2001	530
0.45	Avenue E	6th St (0.02 miles W)	2001	1,540
0.46	14th St	Avenue K (0.02 miles N)	2001	2,780
0.48	Avenue E	5th St (0.03 miles W)	1996	1,330
0.48	14th St	Broadway St (0.03 miles S)	2001	5,070
0.52	6th St	Avenue D (0.03 miles SE)	2001	4,040
0.55	Avenue D	Holiday Dr (0.02 miles E)	1996	1,820
0.55	Ball St	15th St (0.03 miles W)	2001	280
0.56	Seawall Blvd	Avenue H (0.16 miles SW)	2001	5,610
0.58	Avenue G	14th St (0.03 miles E)	2001	440
0.59	2nd St	Church St (0.06 miles S)	2002	7,100

Data Note: The Traffic Profile displays up to 25 of the closest available traffic counts within the largest radius around your site. Traffic counts are identified by the street on which they were recorded, along with the distance and direction to the closest cross-street. Distances displayed as 0.00 miles (due to rounding), are closest to the site. A traffic count is defined as the two-way Average Daily Traffic (ADT) that passes that location.

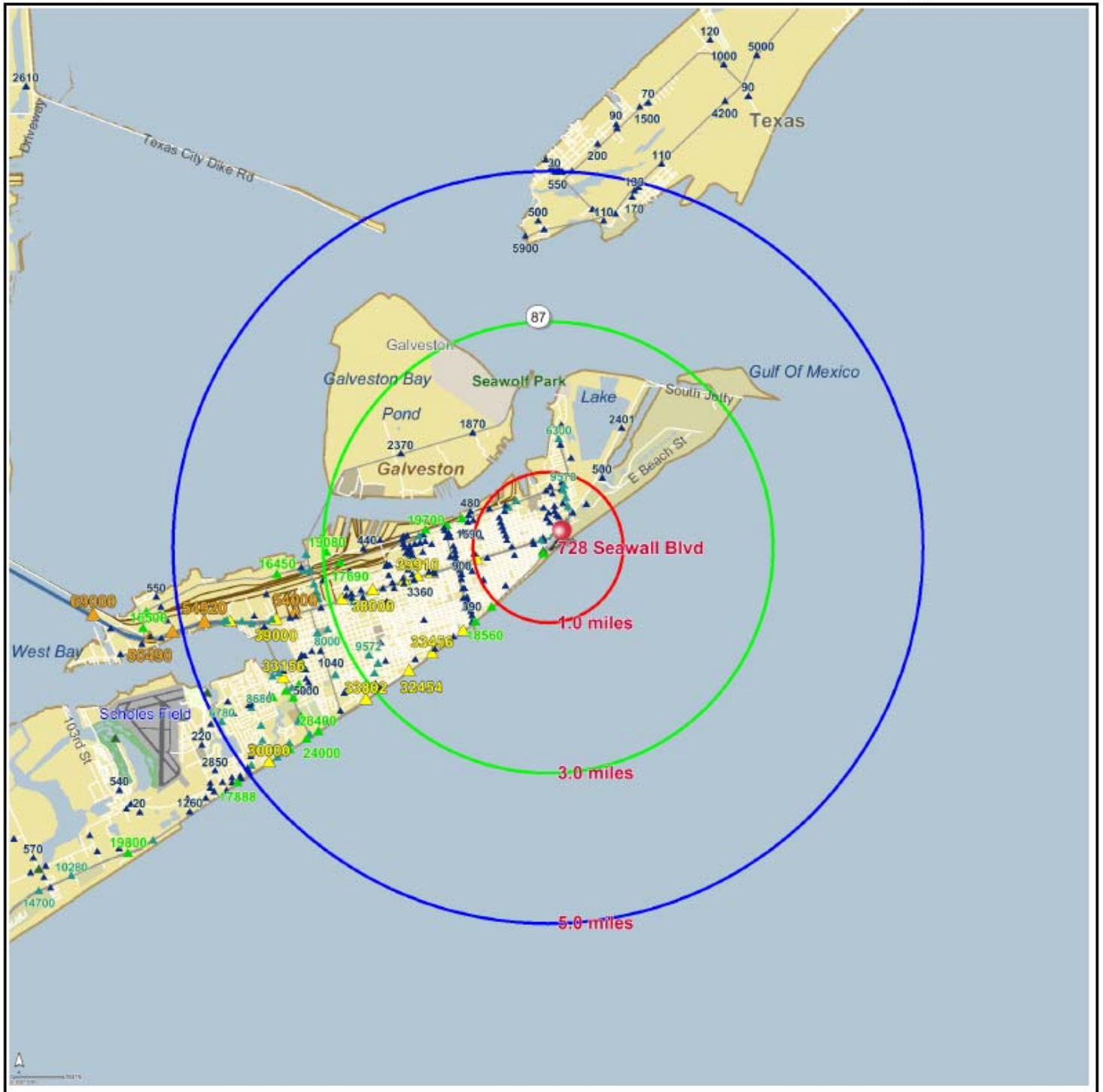
Source: Copyright: 2007 MPSI Systems Inc. d.b.a. DataMetrix®

Seawall
 728 Seawall Blvd
 Galveston, TX 77550

Traffic Map

Prepared by
 December 27, 2007

Latitude: 29.303137
 Longitude: -94.773841



Average Daily Traffic Volume

- ▲ More than 100,000 per day
- ▲ 50,001 - 100,000
- ▲ 30,001 - 50,000
- ▲ 15,001 - 30,000
- ▲ 6,001 - 15,000
- ▲ Up to 6,000 per day
- ▲ Interstate counts





CONFIDENTIALITY AGREEMENT

Danny Nguyen Commercial is being retained on an exclusive basis by the Owner to assist in the marketing, lease, and/or sale of the above referenced retail asset (“the Property and Business”). Upon execution of this Confidentiality Agreement, financial information will be provided to you (the “Principal”), solely for your use in determining whether you have an interest in acquiring the Property and Business and/or Business.

By signing below, you represent and agree as follows:

1. The written materials or oral communications relating to the Property and Business (collectively, the “Evaluation Materials”) that are or may in the future be furnished to Principal by Danny Nguyen Commercial or Owner, or any agent or representative thereof, will be kept confidential as set forth herein.
2. You agree that the Evaluation Materials will not be used other than in furtherance of the purposes described above, and that the Evaluation Materials will be kept confidential and will not be disclosed except to those persons, agents, representatives or employees of Principal who have a need to know such information and who are advised of the confidential nature thereof, or as otherwise required by law. The term “Evaluation Materials”, as used herein, does not include any information which is generally available to the public through independent sources.
3. You agree you will not disclose to third parties the substance of any discussions or negotiations which might occur concerning the Property and Business, the result of any investigation relating to the Property and Business, or the terms, conditions, or other aspects of any proposed transaction involving the Property and Business. You further agree that you will not reproduce the Evaluation Materials in whole or in part and will not distribute all or any portion of such Evaluation Materials to any other person or entity, other than as set forth above. Upon request by Owner or Danny Nguyen Commercial, you agree to return to Danny Nguyen Commercial all Evaluation Materials furnished to you, without retaining copies of all or any part thereof. You agree to indemnify, defend and hold Owner and Danny Nguyen Commercial harmless from and against any and all losses, costs, damages or expenses, including reasonable attorneys fees, directly sustained or incurred by either Owner or Danny Nguyen Commercial by reason of any unauthorized distribution or disclosure of the Evaluation Materials by you or any of your directors, officers, employees, Commercial, agents, representatives or advisors.
4. The Evaluation Materials were prepared by Danny Nguyen Commercial. They contain selected information pertaining to the Property and Business and do not purport to contain all of the information that a prospective purchaser may desire. Interested parties should conduct their own investigation and analysis. Although every effort has been made to provide accurate and complete information, neither Owner nor Danny Nguyen Commercial makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Materials or their contents.
5. You hereby acknowledge that neither Owner, Danny Nguyen Commercial nor any persons acting on their behalf, have made any representation or warranty as to the accuracy or completeness of the Evaluation Materials, or the suitability of the information contained therein for any purpose whatsoever. The Evaluation Materials are subject to, among other things, correction of errors and omissions, addition or deletion of terms, change of price or terms, withdrawal from market without notice, and prior sale. You agree that neither Owner, Danny Nguyen Commercial nor any persons acting on their behalf, shall have any liability to you resulting

from the delivery to you, or use by you, of the Evaluation Materials.

6. You agree that you will not contact the Owner, tenants or the Property and Business management staff of the properties which comprise the Property and Business in connection with your review of the Evaluation Materials. Any and all questions relating to the Evaluation Materials, the Properties or any potential transaction must be directed solely to Danny Nguyen Commercial.

7. You represent (Please select either A. or B. in the form below. If neither one is selected, the first shall apply):

A. In addition to the foregoing, you represent that you HAVE NOT contracted with or otherwise engaged any broker, finder, agent or representative in connection with Principal's possible acquisition of the Property and Business, and you agree to indemnify, defend and hold Owner and Danny Nguyen Commercial harmless from and against any and all losses, damages, costs and expenses, including reasonable attorneys fees, arising out of or in connection with any claim or suit asserted or brought by any broker, finder, agent or representative for commissions, fees or other compensation to the extent such claim or suit is based in whole or in part on dealings with or through Principal, or its directors, officers, employees, Commercial, agents, representatives or advisors; or

B. You represent that you HAVE contracted with or otherwise engaged a broker, finder, agent or representative (Principal's Agent), who's name is _____, in connection with Principal's possible acquisition of the Property and Business, and you agree that any fee due to Principal's Agent, in connection with Principal's possible acquisition of the Property and Business, is the sole responsibility of Principal. Principal hereby agrees to indemnify, defend and hold Owner and Danny Nguyen Commercial harmless from and against any and all losses, damages, costs and expenses, including reasonable attorneys fees, arising out of or in connection with any claim or suit asserted or brought by any broker, finder, agent or representative for commissions, fees or other compensation to the extent such claim or suit is based in whole or in part on dealings with or through Principal, or its directors, officers, employees, Commercial, agents, representatives or advisors.

8. You acknowledge that you are not engaged by Owner in any manner or in any capacity. Owner reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement for the sale of the Property and Business without prior notice to you. Also, Owner reserves the right to terminate, at any time, further involvement in the investigation and proposal process by any party and to modify data and other procedures without disclosing any reason therefore. Owner reserves the right to take any action, whether in or out of the ordinary course of business, which it deems necessary or prudent in connection with the Property and Business. The terms of this Confidentiality Agreement will apply to you and any related entities.

9. You acknowledge that Owner has no obligation to discuss or agree to the sale the Property and Business. Furthermore, while Owner may discuss the purchase and sale of the Property and Business with you, either party, in its sole and absolute discretion, may terminate discussions at any time and for any reason. The discussions may be lengthy and complex. Notwithstanding that the parties may reach one or more oral understandings or agreements on one or more issues under discussion, neither party shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, whether expressed or implied, shall arise or exist in favor of or be binding upon either Owner or Principal except to the extent same are expressly set forth in a final, written agreement signed by both parties and delivered to you.

10. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Confidentiality Agreement may be amended only by a written agreement signed by both parties.

11. This agreement shall remain in effect for a period of three (3) years. Please acknowledge your agreement to and acceptance of the foregoing terms by signing this Confidentiality Agreement where indicated below, and returning same to the undersigned at your earliest convenience. Upon receipt, the Evaluation Materials will be promptly delivered to you.

ACCEPTED AND AGREED this _____ day of _____, 20_____.

COMPANY: _____

PRINTED NAME: _____ TITLE: _____

BY: _____

OFFICE PHONE/FAX: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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

Before 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 or 512-465-3980.

