CHICKASHA MUNICIPAL AIRPORT AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING	DATE OF MEETING
6:30 PM	DECEMBER 16, 2024

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. Call to Order / Roll Call.

2. Consent Docket:

a. Acceptance of the Claims List.

3. Discussion/Approval of Items Removed from Consent Docket:

4. Consideration and Discussion Items:

a. Discussion, consideration and possible action to approve a proposal from Mile High Air Boss (MHAB) for the 2025 Wings & Wheels Airshow & Car Show and authorize the mayor to execute a contract for the same, with fees not to exceed $3,250.

b. Discussion, consideration and possible action to approve the Contract for Sale for Chickasha Industrial Park property to OH HITT, Corp, (NE/4 and the N/2 of the SE/4 of Section 7, Township 7 North, Range 7 West and the S/2 of the SE/4 of Section 6, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma - 320 Acres More or less SURFACE AND SURFACE RIGHTS ONLY)

5. Motion for Adjournment.

Meeting Type: Special Chickasha Municipal Airport Authority Meeting Agenda 12-16-2025

Meeting Date: 12/16/2024

Department: Finance

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 16, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Special Chickasha Municipal Airport Authority Meeting Agenda 12-16-2025

Meeting Date: 12/16/2024

Department: Administration **Agenda Item No. 4.a.**

AGENDA ITEM: Discussion, consideration and possible action to approve a proposal from Mile High Air Boss (MHAB) for the 2025 Wings & Wheels Airshow & Car Show and authorize the mayor to execute a contract for the same, with fees not to exceed $3,250.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a proposal from Mile High Air Boss (MHAB) for the 2025 Wings & Wheels Airshow & Car Show and authorize the mayor to execute a contract for the same, with fees not to exceed $3,250.

MHAB shall provide:

- Assurance of safety for performance and crew
- Daily Safety Briefings
- Ground Boss Services
- Assistance in developing and completing 7711-2, aerobatic area, Emergency Response, Incident Response and Safety Response Plans.
- Interface with appropriate FAA agencies, FSDO and IIC, overlying airspace controlling agency, and local ATC facility
- Assistance obtaining required TFR
- One practice show and one full performance day

CMAA to provide:

- Elevated/secured control pint/area that provides viewing of entire aerial demonstration and Hot Ramp area
- Access to all areas of the event
- Two double occupancy hotel rooms with king beds
- Internet access in hotel room and at show site
- One full size vehicle for use during entire stay

- One golf cart or equivalent for use during the event on the airfield only
- Inclusion in planning meetings involving discussion of aerial demonstration and response plans
- 4 admissions to VIP event
- Access-controlled restroom facility (port-a-potty)
- Cooler with ice and water
- Food delivered to control point area at lunch time

II. RECOMMENDED ACTION:

Approve a proposal from Mile High Air Boss (MHAB) for the 2025 Wings & Wheels Airshow & Car Show and authorize the mayor to execute a contract for the same, with fees not to exceed $3,250.

III. FISCAL INFORMATION - $3,250

IV. FUND INFORMATION:

	Fund	Account	Amount
Dept. Director: Shae Mortimer Marketing & Civic Engagement Manager	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 16, 2024	(From)		$3250

V. ATTACHMENTS:

1. Mile HIgh Air Boss Proposal

Mile High Air Boss (MHAB)
Air Boss and Air Show Consulting

1230 Big Sky Ct.
Evergreen, CO 80439
303-877-7607
aviatr@aol.com

The following proposal is presented to the City of Chickasha, OK for consideration of services and fees provided for the 2025 air show with proposed dates of June 6 – 7, 2025. This proposal does not constitute a contract unless terms are agreed to and signed by all parties.

Event Organizer shall provide:

1. **An elevated and secured control point/area that provides viewing of the entire aerial demonstration and Hot Ramp area.**
2. Unrestricted access, escorted if necessary, to all public and non-public areas of the event, including the aerobatic area, as needed, to make sure all necessary safety requirements have been satisfied.
3. Two (2) double occupancy hotel rooms (or equivalent) with king sized bed and in room desk from one night prior to the first practice through the last night of the final performance.
4. Free or compensated high speed internet access in the room and at the show site.
5. One (1) full-sized vehicle for the exclusive use of Mile High Air Boss during the entire stay (including fuel and insurance.)
6. One golf cart (or equivalent) for the exclusive use of Mile High Air Boss during the entire stay (including fuel and insurance.) This vehicle is for use on the airfield only.
6. Prompt notification and inclusion in all planning meetings involving discussions of the aerial demonstration and emergency/incident/safety response plans.
8. 4 VIP Admissions for MHAB to any/all banquets, parties or other similar events held for air show performers or another event VIP's.
9. An access-controlled restroom facility (Port-A-Let, etc.) within a reasonable distance (less than 50 feet) from the control point.
10. A cooler with ice and drinking water easily accessible from the air show control point.
11. Food delivered to the control point area at lunch time each day of the show.

Mile High Air Boss Shall (MHAB) Provide;

<u>Principle Responsibilities:</u> The Event Organizer and Mile High Air Boss have a shared responsibility for all aspects of the aerial demonstration. The Event Organizer shall ensure a safe environment for the patrons and staff while MHAB shall assure the safety of the performers and their crew. Accordingly, MHAB will make every attempt to carry out the demonstration in a safe and timely manner in accordance with the operations plan. MHAB will consult with the Event Organizer in all areas where the safety of the performers is concerned. However, MHAB shall have the final and sole authority as to the safe conduct and operation of the aerial demonstration limited only by the authority of the IIC (Inspector-in-Charge) who is overseeing the aerial demonstration on behalf of the FAA (Federal Aviation Administration.)

In addition, MHAB shall provide the following services:

Mile High Air Boss (MHAB)
Air Boss and Air Show Consulting
1230 Big Sky Ct.
Evergreen, CO 80439
303-877-7607
aviatr@aol.com

1. The Daily Safety Briefing
2. Ground Boss Services
3. Assistance to the Event Organizer with the completion of the 7711-2
4. Assistance the Event Organizer with the development of the required Emergency Response, Incident Response and Safety Response Plans.
5. Assistance to the Event Organizer with the development of the Aerobatic Area.
6. Interface with the appropriate FAA Agencies, FSDO and IIC.
7. Interface with the overlying airspace controlling agency.
8. Interface with local ATC facility.
9. Assistance in obtaining any required Temporary Flight Restrictions. (TFR)
10. Interface with local airport operations personnel to the extent required for the aerial demonstration.
11. Interface with civilian performers regarding all aspects of the aerial demonstration.
    MHAB will not manage any other contractual obligation between civilian performers and the Event Organizer.
12. Interface with military performers regarding all aspects of the aerial demonstration as outlined in the appropriate team support manual.
    MHAB will not manage any other contractual obligation between military performers and the Event Organizer.
13. Any additional negotiated services between the Event Organizer and MHAB will be captured in the final agreement.

For the services described above and in addition to any costs incurred with the event organizers obligations described above, Mile High Air Boss will receive a fee (full terms to be captured in the final agreement) of **$3,250** (discounted from the base fee of $5,000.) This fee will cover all pre-show activities described, plus 1 practice show and 1 full performance day. Additional onsite events requiring air boss services will be charged at $1000/day. (i.e. arrival show, media show, night show, etc)

Disclaimer: R. Scott McMillan (Mile High Air Boss) is a highly experienced Airline Transport Pilot and Air Show Air Boss/Organizer. Although he has a vast knowledge of aviation rules and regulations he is not a certified Air Traffic Controller. His services are therefore provided with this understanding. In addition, Mile High Air Boss is not allowed, by FAA rule, to offer instruction to non-participating aircraft nor provided commercial traffic separation unless the local controlling ATC agency agrees in writing to such activities and such agreement is deemed satisfactory to MHAB and the FAA.

Submitted by:

_R. Scott McMillan_______________ Dated: __August 29, 2024__

Meeting Type: **Special Chickasha Municipal Airport Authority Meeting Agenda 12-16-2025**

Meeting Date: 12/16/2024

Department: Community Development **Agenda Item No. 4.b.**

AGENDA ITEM: Discussion, consideration and possible action to approve the Contract for Sale for Chickasha Industrial Park property to OH HITT, Corp, (NE/4 and the N/2 of the SE/4 of Section 7, Township 7 North, Range 7 West and the S/2 of the SE/4 of Section 6, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma - 320 Acres More or less SURFACE AND SURFACE RIGHTS ONLY)

I. BACKGROUND/DESCRIPTION:

Contract for sale for the Industrial Park property next door to the airport, for OH HITT CORP, more or less 320 Acres surface rights only

The developer Chet Hitt plans to bring business and industry to Chickasha to create jobs and sale tax for our community. This land was developed for this purpose 25 years ago putting in a mile long paved road with curb and gutter along with power lines, and water lines for future development.

All proceeds for this sale will go into the CMAA for future airport investment and development. Sales price is based on the fair market value appraisal that was obtained by the CMAA.

We are working on a new survey and short form plat during the due diligence period. This new plat will be filed with the Grady County Clerks office once approved.

II. RECOMMENDED ACTION:

Motion to approve the

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		

	FUND	ACCOUNT	AMOUNT
Meeting Date: December 16, 2024	(From)		

V. ATTACHMENTS:

1. Commercial Land Contract with Addendum
2. Land West of US- 81_North of Airport Rd_Chickasha_RevAppraisal_8-5-24

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE

COMMERCIAL LAND

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____ Financing Supplement _____ Supplement
_____ Exhibit _____________ _____ ______________________

Parties. THE CONTRACT is entered into between:
Chickasha Municipal Airport Authority "Seller", and
OH HITT, Corp. "Buyer".

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in GRADY County, Oklahoma.

1. **LEGAL DESCRIPTION.** NE/4 and N/2 SE/4 of 7-7N-7W and S/2 SE/4 of 6-7N-7W, I.M., Grady County, Oklahoma, being 320 acres, more or less. SURFACE AND SURFACE RIGHTS ONLY.

Property Address **City** **Zip**

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, ~~**including** all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record~~ (collectively referred to as "the Property".)

2. **PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS.** This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is $1,578,000 payable by Buyer as follows: Buyer has paid $100,000 as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of Precision Title & Closing or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. **CLOSING, FUNDING AND POSSESSION.** The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before May 15, 2025, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay ~~documentary~~

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

~~stamps required~~, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. **TIME PERIODS SPECIFIED IN CONTRACT.** Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on ______________________________ **(Time Reference Date)**, regardless of the date the Contract is signed by Buyer and Seller. The day after the **Time Reference Date** shall be counted as day one (1). If left blank, the **Time Reference Date** shall be the third day after the last date of signatures of the Parties.

5. **INVESTIGATIONS, INSPECTIONS AND REVIEWS.**

   A. The Buyer agrees and acknowledges that Seller, Seller's Broker(s) and their associated licensees, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions under Paragraph 11.

   B. Buyer shall have 120 days (ten [10] days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. If required by ordinance, Seller shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.

   C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative, independent contractors and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

   1) **Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
   2) **Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
   3) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
   4) **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

   D. BUYER'S RIGHT TO CANCEL. If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 15 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. **RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. **NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds $300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

8. **ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. **TITLE EVIDENCE.** Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of:

   (check one or both)

   ☑ **SURFACE RIGHTS ABSTRACT (A below)**

   ☑ **TITLE INSURANCE COMMITMENT AND SURVEY (B below)**

   A. SURFACE RIGHTS ABSTRACT

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):

a) A complete and current surface-rights-only Abstract of Title, certified to by an Oklahoma-licensed and bonded abstract company; and

b) A current Uniform Commercial Code Search Certificate.

2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at **(check one)** ☐ **Buyer's** ☐ **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.

3) BUYER TO EXAMINE TITLE EVIDENCE.

a) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.

b) Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

4) SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:

a) At Seller's option and expense, cure Title requirements identified by Buyer; and

b) Delay Closing Date for _________ days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

1) Seller, at ☐ **Buyer's** ☑ **Seller's** expense **(check one),** (including the cost of pre-closing abstracting and Title examiner's report) within 30 days after the Time Reference Date shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.

2) Seller, at ☑ **Buyer's** ☐ **Seller's** expense **(check one),** within 30 days after the Time Reference Date, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:

a) The boundary lines, dimensions and area of the land indicated thereon,

b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,

c) The location of all setback lines,

d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,

e) If the Property is un-platted, a metes and bounds description of the Property,

f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and

g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area", as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.

4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) ☑ **Buyer** ☐ **Seller**

6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.

7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:

a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or

b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.

8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey.** Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. TAXES, ASSESSMENTS AND PRORATIONS.

A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.

B. The following items shall be paid by Seller at Closing: ~~(i) Documentary Stamps;~~ (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.

C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.

D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.

E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

Buyer acknowledges that the land is currently zoned industrial and is located next to an airport and that Buyer shall comply with all FAA requirements including but not limited to any and all requirements for construction next to an airport.

Seller shall not pay any realtor or broker fees, if any.

12. TAX DEFERRED EXCHANGE 1031. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

13. MEDIATION. Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

14. CHOICE OF LAW AND FORUM. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.

15. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Paragraph 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

16. BUYER AFFIDAVIT COMPLIANCE. Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.

B. RELEASE OF EARNEST MONEY. In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

1) A written release is executed by Buyer and Seller agreeing to its disbursement;
2) Agreement of disbursement is reached through Mediation;
3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda or documents.

19. NOTICE. Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:

____

c/o ______________________________

____

Phone: ______________ **FAX:** ______________

Buyers:	**Sellers:**
______________________	______________________
c/o ______________________	c/o ______________________
______________________	______________________
______________________	______________________
Phone: ______________	**Phone:** ______________
FAX: ______________	**FAX:** ______________
Email: ______________	**Email:** ______________

or such other address as shall hereafter be designated in writing.

20. ~~**BROKER RELATIONSHIP DISCLOSURE/COMMISSION.** Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.~~

☐ ~~(Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.~~

~~Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.~~

~~It is further acknowledged and agreed by the Parties that the~~ ☐ ~~**Buyer**~~ ☐ ~~**Seller (check one)** will pay the Listing Broker a commission equal to ______________ of the purchase price at Closing for services rendered in this real estate transaction.~~

21. TERMINATION OF OFFER. The above Offer shall automatically terminate on ______________________ at ______________ ☐ a.m. / ☐ p.m. (check one) unless withdrawn prior to acceptance or termination.

20. EXECUTION BY PARTIES.

AGREED TO BY BUYER:	**AGREED TO BY SELLER:**
On this Date: ______________________	On this Date: ______________________
______________________	______________________
Buyer's Printed Name	Seller's Printed Name
______________________	______________________
Buyer's Signature	Seller's Signature
______________________	______________________
Buyer's Printed Name	Seller's Printed Name
______________________	______________________
Buyer's Signature	Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER ______________________, 20__________

______________________	______________________
Seller's Signature	Seller's Signature

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

EARNEST MONEY RECEIPT AND INSTRUCTIONS

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, $____________________ ☐ Check ☐ Cash as Earnest Money Deposit, has been delivered to:

☐ ~~**Listing Broker:** Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.~~

☐ ~~**Selling Broker:** Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.~~

☐ **Title Company** (Name/Address of Title Company): ____________________

☐ **Other:** ____________________

____

~~Date Selling Broker/Associate Signature~~	~~Date Listing Broker/Associate Signature~~
~~(Print Name) Selling Broker/Associate~~	~~(Print Name) Listing Broker/Associate~~

~~**ASSOCIATE INFORMATION**~~

~~**SELLING BROKER/ASSOCIATE:**~~	~~**LISTING BROKER/ASSOCIATE:**~~
~~**OREC** Associate License Number~~	~~**OREC** Associate License Number~~
~~**OREC** Company Name~~	~~**OREC** Company Name~~
~~**OREC** Company License Number~~	~~**OREC** Company License Number~~
~~Company Address~~	~~Company Address~~
~~Company Phone Number~~	~~Company Phone Number~~
~~Associate Email Date~~	~~Associate Email Date~~

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ADDENDUM

This Addendum, which is attached to and is part of the Commercial Land Contract between

Chickasha Municipal Airport Authority (“Seller”) and

OH HITT, Corp. (“Buyer”)

relating to the following described real estate:

NE/4 and N/2 SE/4 of 7-7N-7W and S/2 SE/4 of 6-7N-7W, I.M., Grady County, Oklahoma

All terms and conditions contained herein shall supersede any terms to the contrary contained in the Agreement:

1. The parties shall pay their own attorney's fees.

2. Paragraph 5 shall be amended to add Subpart E, as follows: "In the event the Buyer conducts any physical inspections, tests, or studies on the Property, including but not limited to soil sampling, drilling, or other intrusive testing, and this sale does not close for any reason, the Buyer agrees to promptly restore the Property to its original condition at the Buyer’s sole cost and expense. Such restoration shall include, without limitation, refilling any holes or trenches, repairing any damage caused by the testing, and removing all debris or equipment resulting from such activities. This obligation shall survive the termination of this Contract."

3. Paragraph 9(A)(4)(b) shall be amended to add the following: "Cancellation of the contract and refund of earnest money is Buyer's sole remedy."

All other terms and conditions of the Contract and, if included, the Financing Supplement Agreement shall remain the same.

Buyer’s Signature	Date	Seller’s Signature	Date
Buyer’s Signature	Date	Seller’s Signature	Date

An Appraisal Report of Vacant Land

Effective Value Date:
"As Is" – July 13, 2024

Location:
West of U.S. Highway 81, north of Airport Road, Chickasha, Grady County, Oklahoma, 73018

Scope
Property Valuation Specialists, Inc.

Scope

Property Valuation Specialists, Inc. **2836 N. KELLY AVENUE, SUITE 107 • Edmond**

SHAUN HOGAN • 405.388.5935
OKLAHOMA GENERAL CERTIFIED APPRAISER #12906CGA

August 2, 2024

Dayna Harper
Smith Roberts Land Services, Inc.
4832 Richmond Square
Oklahoma City, Oklahoma, 73118

RE: Appraisal of Vacant Land – West of U.S. Highway 81, north of Airport Road, Chickasha, Grady County, Oklahoma, 73018

Dayna Harper:

Per your request, an appraisal of the above referenced property has been completed. The "as is" effective date of the appraisal is July 13, 2024. The following appraisal report presents the value conclusion, along with supporting data and relevant appraisal methodology. The purpose of the appraisal was to estimate the market value of the fee simple estate of the appraised property, in its current "as is" condition.

The attached appraisal report has been performed in accordance with the Uniform Standards of Professional Appraisal Practice [USPAP (2024 - 2025 Edition)], as adopted by the Appraisal Standards Board of the Appraisal Foundation, and FIRREA. It is my understanding that this report will be used by the client for internal decision-making purposes. The subject was inspected by Shaun Hogan. Please contact Shaun Hogan if you have any questions concerning the appraisal. It is concluded that the subject property has an estimated market value as follows.

Final Value

Value Type	Value Date	Value Conclusion
As-Is Market Value	7/13/2024	$1,578,000

The "as is" market value stated in this appraisal report is based on an extraordinary assumption. See Page 25 of this appraisal report.

Respectfully,
Scope Property Valuation Specialists, Inc.

Shaun M. Hogan, MAI
OK General Certified Appraiser #12906CGA

TABLE OF CONTENTS

PROPERTY OWNERSHIP AND RECENT HISTORY

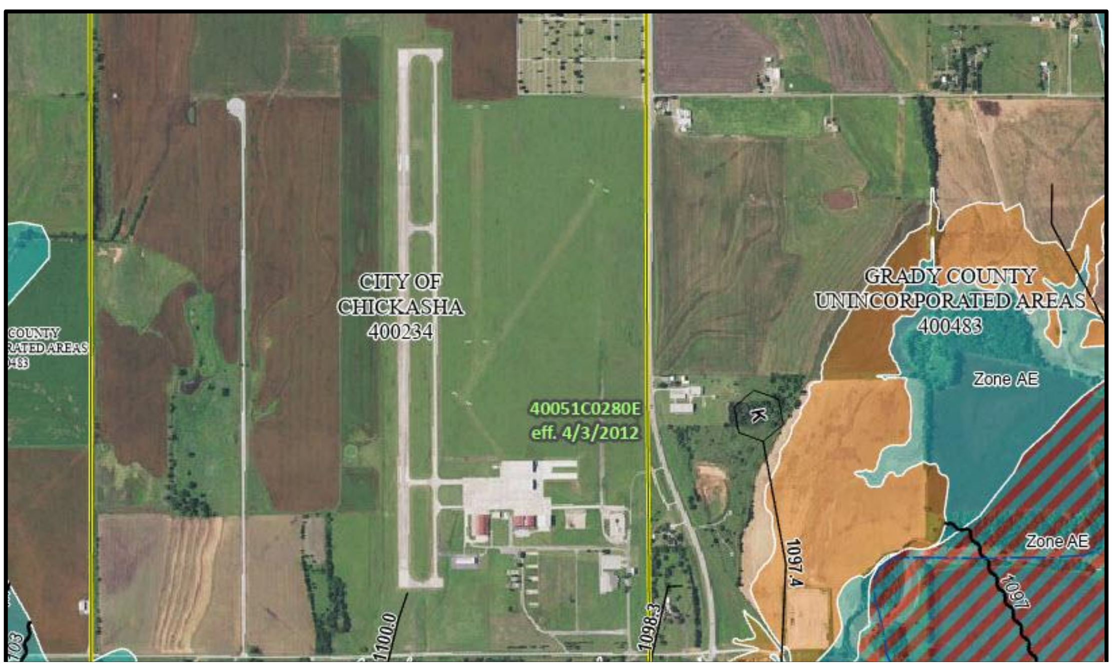
According to USPAP Standards Rule 1-5(b), an appraiser must consider and analyze any sales of the appraised real property that have occurred within the past three years.

The subject property is identified by the Grady County Assessor under Account Numbers 0000-07-07N-07W-1-001-00 (242.19± acres) and 0000-06-07N-07W-4-002-00 (79.95± acres), which contain a combined gross land area of 322.14± acres. Account Numbers 0000-07-07N-07W-1-001-00 and 0000-06-07N-07W-4-002-00 have been under the ownership of the City of Chickasha Municipal Airport Authority in excess of three years. As of July 13, 2024, the subject property was primary vacant land being used for agricultural purposes. There is a ¼ to ½ mile 2-lane, asphalt paved roadway extending north into the site from Airport Road that provides direct access to the site. The appraiser is not aware of any pending contracts, listings, leases and/or offers associated with the subject property other than those previously mentioned in this section.

LEGAL DESCRIPTION

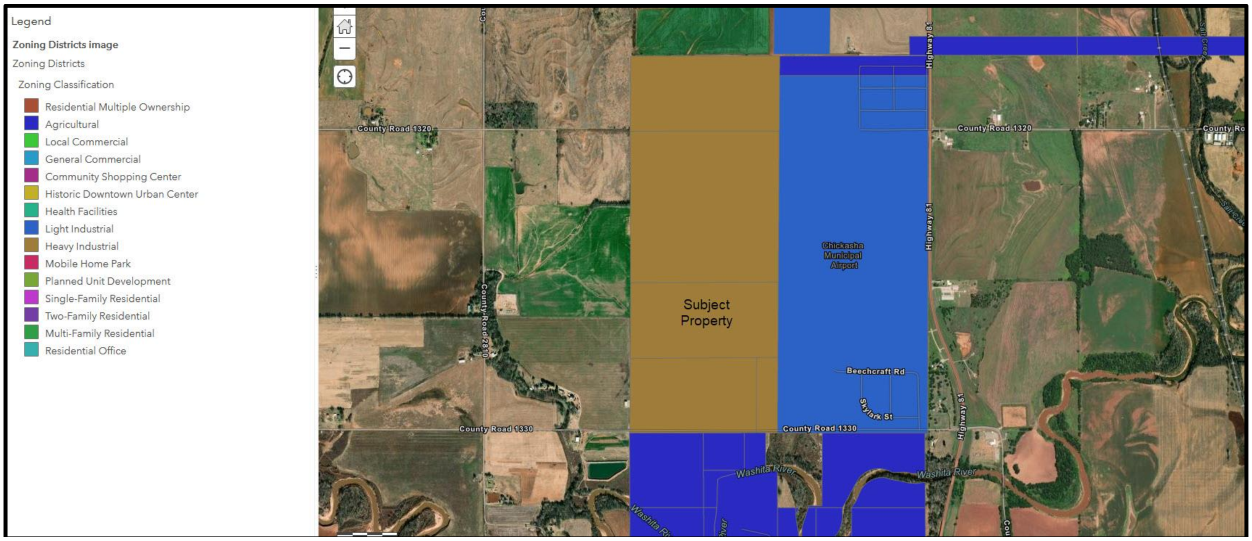
NE/4 and the N/2 of the SE/4 of Section 7, Township 7 North, Range 7 West and the S/2 of the SE/4 of Section 6, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma

FEMA FLOOD MAP



The subject property is not located in a flood hazarous area.

ZONING MAP



The subject property is zoned "I-2," Heavy Industrial District.

AERIAL IMAGE

SUBJECT PHOTOGRAPHS


Subject Property


Subject Property


Subject Property


Looking south along 2-lane asphalt drive


Looking east along Airport Road


Looking west along Airport Road

SUBJECT DESCRIPTION

IDENTIFICATION	Location	The subject property is located ½± mile west of U.S. Highway 81, 1,321± linear feet north of Airport Road, in Chickasha, Grady County, Oklahoma.
	Address	None
	Grady County Assessor Account Numbers	0000-07-07N-07W-1-001-00 0000-06-07N-07W-4-002-00
	Net Land Area	14,032,418± square feet or 322.14± acres
	Topography	Level± to rolling; at to slightly above street grade along Airport Road
	Road Frontage	Minimal; there is an access easement from Airport Road via a 2-lane asphalt paved road
	Flood Zone	According to FEMA Flood Map Number 40051C0280E, dated April 3, 2012, the site is located in the Unshaded Zone X (areas outside the 500-year flood hazard).
	Utilities	The subject property reported has public water services available to the site. Sewer services require a private septic system. Electricity, natural gas and other utilities are available from public and private service providers.
	Zoning and Definition	“I-2,” Heavy Industrial District This industrial district is intended to provide for heavy industrial uses and other uses not otherwise provided for in the districts established by this article. The intensity of uses permitted in this district makes it desirable that they be located downwind and separated from residential and commercial uses whenever possible. The I-2 zoning will be further discussed in the Highest and Best Use Section of this appraisal report.
	Easements	Typical right-of-way and utility
	Encroachments	None known
	Environmental	Upon inspection of the subject property, I noted no adverse soil conditions or environmental hazardous that would negatively affect the development of the site.
	Detriments	None noted

	Site Improvements	As of July 13, 2024, there is a ¼ to ½ mile 2-lane, asphalt paved street extending north from Airport Road, through the middle of the site.
TAX ANALYSIS	The subject property is owned by the Chickasha Municipal Airport Authority, and is tax exempt. Based on the market value conclusion of this appraisal report, coupled with the Grady County assessment ratio and 2023 tax rate, the subject's ad valorem taxes are estimated at $18,163 ($1,578,000 x 11% x $104.64 per $1,000 of assessed value).	

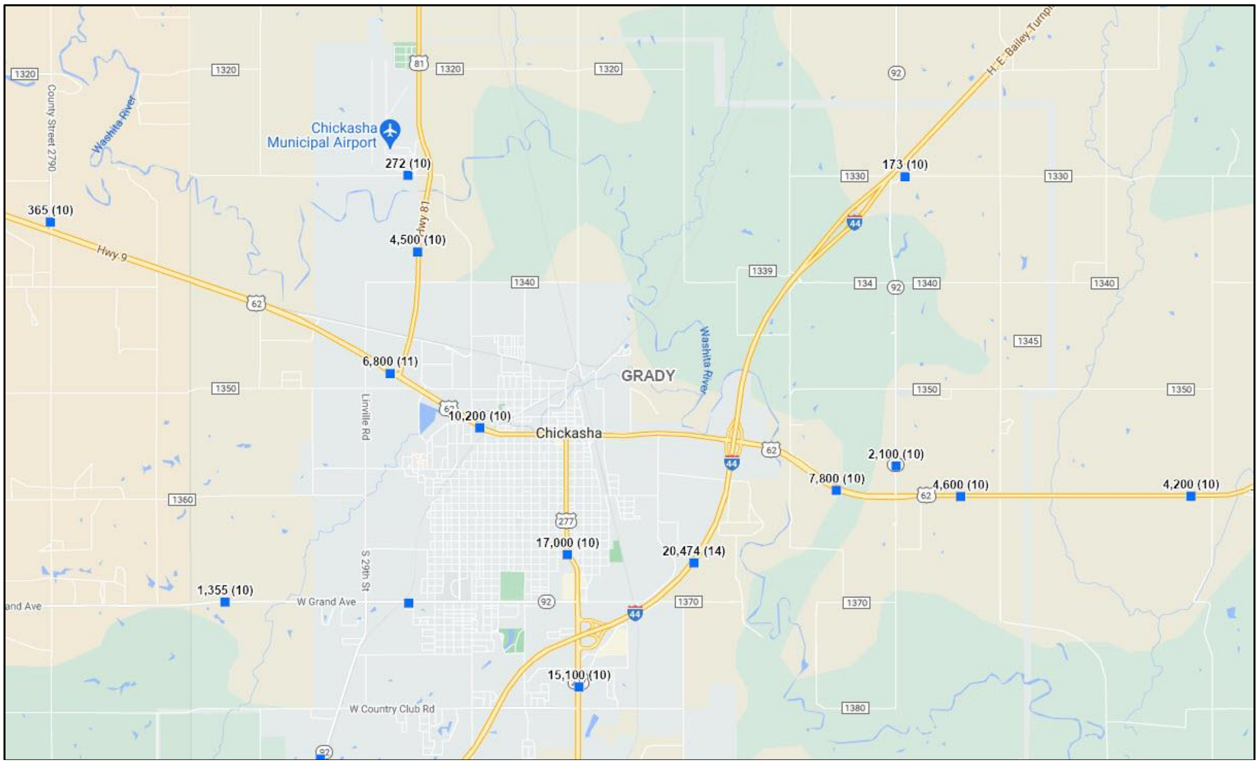
MARKET AREA ANALYSIS

The subject property is located in Chickasha, Oklahoma. The market area is generally defined to the north by County Road 1290, to the south by West Grand Avenue, to the east of Interstate 44, and to the west by Washita River. The demographics surrounding the subject property are shown in the following table.

	1 mile	3 miles
Population	55	1,845
Households	21	711
Median Age	43.10	39.90
Median HH Income	$59,999	$37,428
Daytime Employees	16	2,142
Population Growth '23 - '28	↑ 1.82%	↑ 2.60%
Household Growth '23 - '28	↑ 4.76%	↑ 2.81%

There is a small population within a 1-mile radius of the subject property, and it significantly increases towards market area boundaries. The market area income levels are below the Oklahoma City median household income level reported at $59,679±. Both market area population and income levels are projected to slightly decrease by 2028. This will result in a neutral economic impact for the subject's immediate area (minimal to no commercial, industrial and residential demand) over the next 5 years.

Direct access to and from Chickasha is provided by Interstate - 44, US - 62 and 81, the Chickasha Municipal Airport, and the Burlington Northern Santa Fe and Union Pacific rail services. The map on the following page shows the average daily traffic counts throughout the market area. The various traffic count dates generally range from 2010 to 2014. Several of the reported traffic counts are likely higher now that what is shown on the traffic map.



Collection Street	Cross Street	Traffic Vol	Last Meas...	Distance
N2810 Road	-	30	2022	0.60 mi
Airport Rd	E1330 Rd E	251	2022	0.68 mi
Cr 1330	Airport Rd E	287	2015	0.68 mi
Airport Road	E1330 Rd E	210	2019	0.85 mi
US Hwy 81	Old Hwy 62 W S	5,549	2022	1.33 mi
US Hwy 81	E1320 Rd N	5,734	2022	1.43 mi
Not Available	Not Available No	196	2020	1.75 mi
US Hwy 62	N 29th St NW	6,523	2022	1.93 mi
Old US Hwy 62 W	N Industrial Blvd E	483	2022	1.97 mi
N 16th St	Crystal Park S	364	2022	2.03 mi

Traffic counts are highest along Interstate 44, U.S. Highway 62 and State Highway 81. The largest concentration of traffic counts are located in the downtown areas of Chickasha. There are no reported current traffic counts for Airport Road. The last traffic count was in 2019 and was reported at 210. The market area traffic counts will likely change in proportion with the market area demographics.

The market area is described as a mixture of most property types. Commercial and industrial properties are concentrated along the primary streets. Residential properties are concentrated along the secondary streets. The following exhibit is a list of Chickasha's largest employers.

Chickasha's Largest Employers

Grady Memorial Hospital	483
Chickasha Public Schools	385
Ross Health Care	350
HSI Sensing	300
Gabriel Ride Control	380
City of Chickasha	130
University of Science & Arts of Oklahoma	155
Southern Plains Medical Center	150
Midwest Towers	130
Cimarron Trailers	120
Badgett Corporation	90
Hart Manufacturing	90
Aggreko	85
FTS	80
Select Energy	80
FTSI	75
Crawford Roofing	75
Chickasha Manufacturing	75

The subject property is located in Costar's Grady County Industrial submarket, which is presented on the following pages.

Industrial Submarket Report

Grady County

Oklahoma City - OK USA

PREPARED BY

Shaun Hogan
President

CoStar™

Overview

Grady County Industrial

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
0	**17.9K**	**1.6%**	**0.8%**

Vacancy in the Grady County industrial submarket is 1.6% and has decreased 0.7% over the past 12 months. Meanwhile, the rate of increase in the broader Oklahoma City market was 1.5%. During this period, 18,000 SF has been absorbed, and nothing has delivered. Total availability, which includes sublease space, is 1.9% of all inventory.

Within this submarket, specialized space is by far the largest subtype with 1.7 million SF in this category, followed by 930,000 SF of logistics space and 150,000 SF of flex space.

Rents are around $6.80/SF, which is a 0.8% increase from where they were a year ago. In the past three years, rents have increased a cumulative 12.5%. This is also an affordable submarket, relative to Oklahoma City as a whole, where average rents are $8.30/SF.

There is nothing under construction, and nothing has delivered in the past three years.

There have been 3 sales over the past year. The market cap rate for Grady County is 10.0%, moderately above its trailing three-year average of 9.2%.

KEY INDICATORS

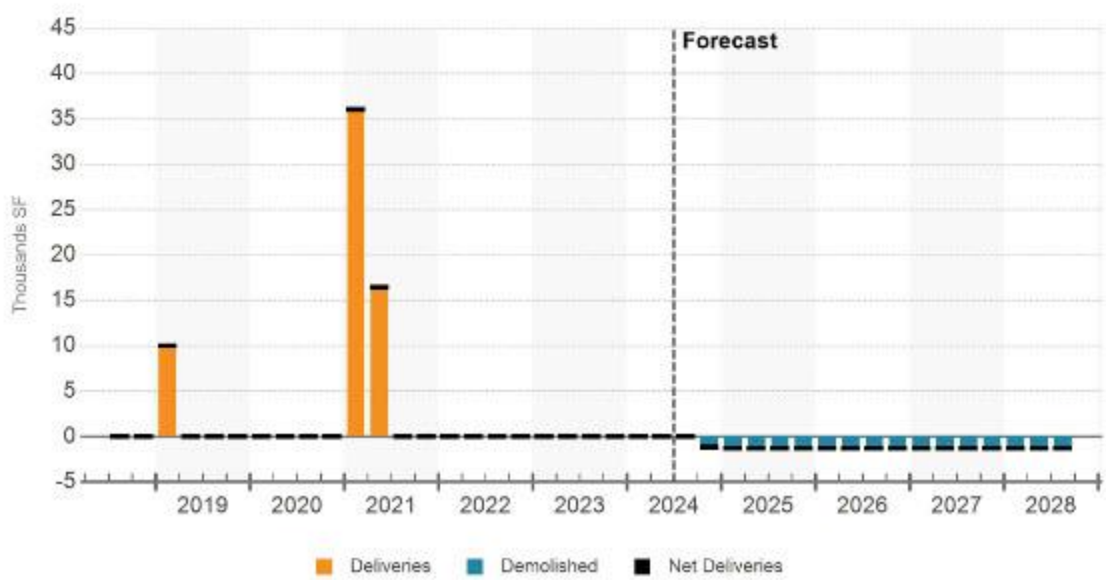
Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	927,513	4.7%	$7.51	5.7%	0	0	0
Specialized Industrial	1,664,298	0%	$5.87	0%	0	0	0
Flex	150,285	0%	$11.73	0%	0	0	0
Submarket	**2,742,096**	**1.6%**	**$6.75**	**1.9%**	**0**	**0**	**0**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-0.7%	3.6%	1.8%	12.4%	2011 Q1	0.1%	2008 Q4
Net Absorption SF	17.9K	9,781	(2,122)	241,287	2013 Q4	(294,236)	2009 Q2
Deliveries SF	0	12,050	44	86,994	2007 Q2	0	2024 Q2
Market Asking Rent Growth	0.8%	3.5%	3.0%	11.1%	2018 Q3	-2.8%	2010 Q1
Sales Volume	$570K	$1.6M	N/A	$6.7M	2021 Q3	$0	2016 Q1

Construction

Grady County Industrial

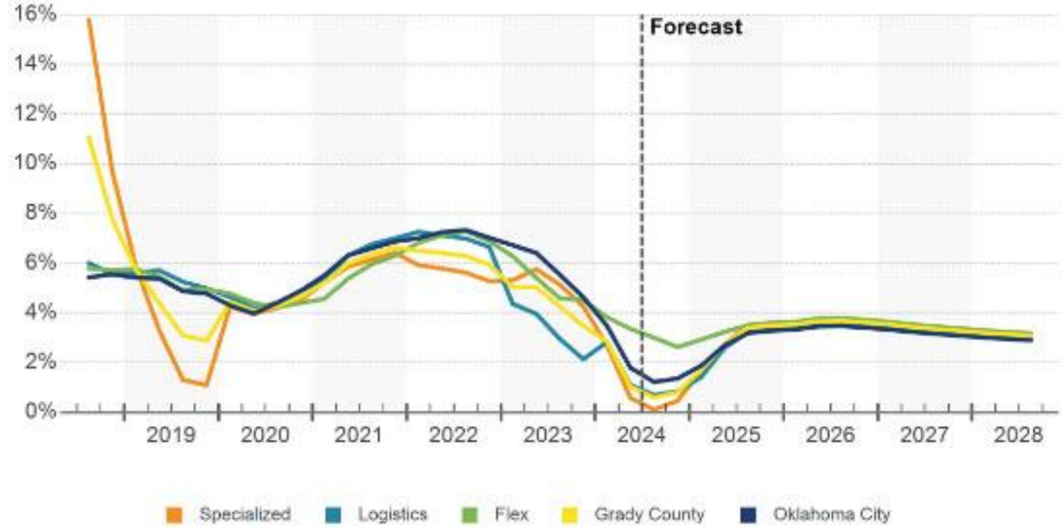
DELIVERIES & DEMOLITIONS



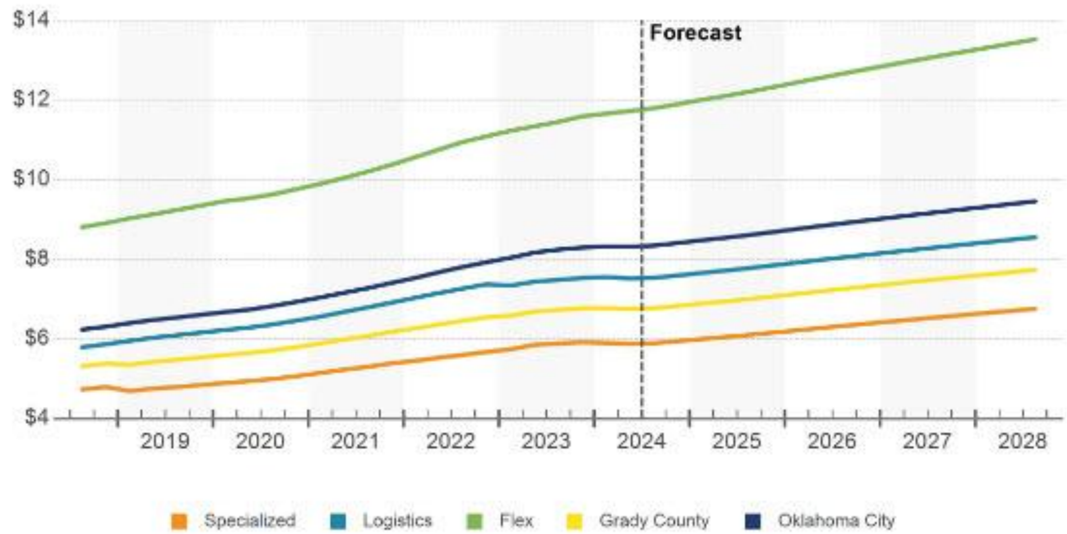
Rent

Grady County Industrial

MARKET ASKING RENT GROWTH (YOY)



MARKET ASKING RENT PER SQUARE FEET



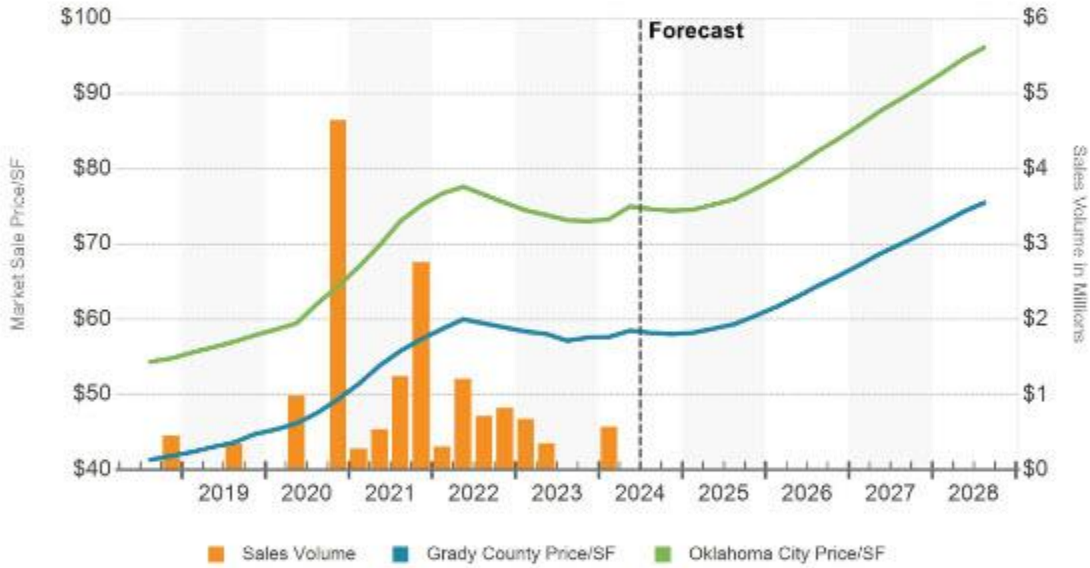
CoStar

Sales

Grady County Industrial

There have been 3 sales over the past year. The market cap rate for Grady County is 10.0%, moderately above its trailing three-year average of 9.2%.

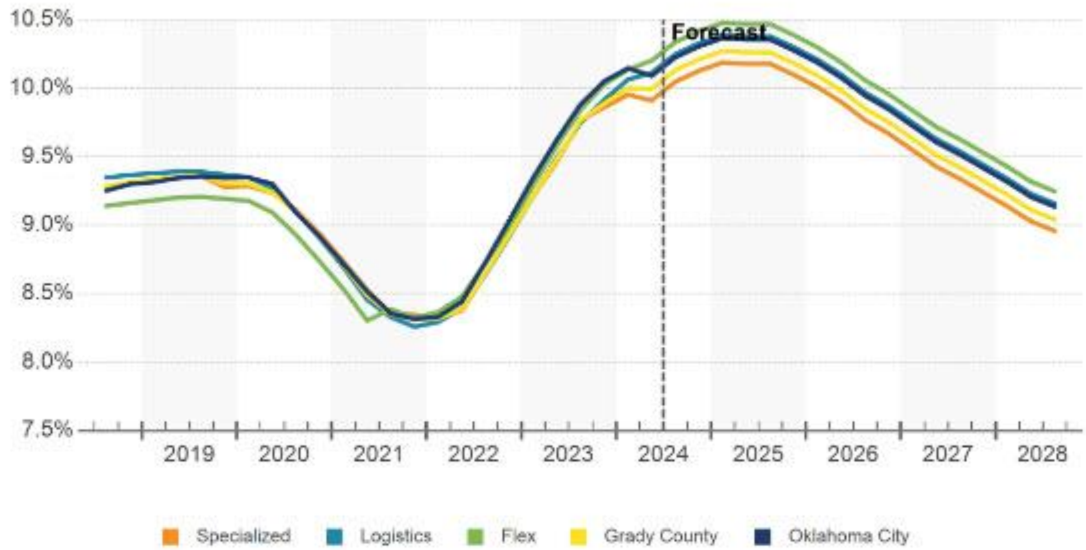
SALES VOLUME & MARKET SALE PRICE PER SF



Sales

Grady County Industrial

MARKET CAP RATE



Rent & Vacancy

Grady County Industrial

OVERALL RENT & VACANCY

	Market Asking Rent				Vacancy		
Year	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	$7.79	201	3.1%	15.1%	39,837	1.5%	-0.2%
2027	$7.56	195	3.3%	11.6%	44,348	1.6%	-0.3%
2026	$7.32	189	3.6%	8.1%	53,484	2.0%	-0.2%
2025	$7.07	183	3.5%	4.3%	59,467	2.2%	0.5%
2024	$6.83	176	0.8%	0.8%	47,241	1.7%	0.1%
YTD	$6.75	174	0.8%	-0.3%	43,195	1.6%	0%
2023	$6.77	175	3.5%	0%	44,525	1.6%	-0.2%
2022	$6.55	169	5.9%	-3.4%	51,009	1.9%	0.8%
2021	$6.18	160	6.6%	-8.8%	28,218	1.0%	-3.3%
2020	$5.79	150	4.6%	-14.5%	116,152	4.3%	1.6%
2019	$5.54	143	2.9%	-18.3%	73,298	2.7%	1.6%
2018	$5.38	139	7.8%	-20.5%	31,176	1.2%	-0.4%
2017	$4.99	129	8.8%	-26.3%	40,576	1.5%	0.1%
2016	$4.59	119	4.7%	-32.2%	38,586	1.4%	-1.1%
2015	$4.38	113	4.0%	-35.3%	67,032	2.5%	1.1%
2014	$4.21	109	5.3%	-37.8%	36,640	1.4%	-0.7%
2013	$4	103	3.5%	-40.9%	56,159	2.1%	-9.0%
2012	$3.87	100	2.0%	-42.9%	292,446	11.1%	0%

SPECIALIZED INDUSTRIAL RENT & VACANCY

	Market Asking Rent				Vacancy		
Year	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	$6.81	210	3.1%	15.1%	0	0%	-0.2%
2027	$6.60	204	3.4%	11.6%	2,902	0.2%	-0.4%
2026	$6.39	197	3.7%	7.9%	8,797	0.5%	-0.2%
2025	$6.16	190	3.6%	4.1%	12,276	0.7%	0.5%
2024	$5.94	183	0.5%	0.5%	4,476	0.3%	-0.8%
YTD	$5.87	181	0.3%	-0.7%	0	0%	-1.0%
2023	$5.92	182	4.3%	0%	17,130	1.0%	1.0%
2022	$5.67	175	5.3%	-4.1%	0	0%	-0.6%
2021	$5.39	166	6.4%	-8.9%	9,450	0.6%	-4.8%
2020	$5.06	156	4.5%	-14.4%	86,858	5.3%	4.7%
2019	$4.85	149	1.1%	-18.1%	10,650	0.7%	0%
2018	$4.79	148	9.7%	-19.0%	9,950	0.6%	-0.3%
2017	$4.37	135	11.9%	-26.1%	14,850	0.9%	0.2%
2016	$3.91	120	5.1%	-34.0%	12,340	0.8%	-0.6%
2015	$3.71	115	3.8%	-37.2%	21,366	1.3%	0.3%
2014	$3.58	110	5.6%	-39.5%	16,640	1.0%	0.5%
2013	$3.39	105	3.2%	-42.7%	8,700	0.5%	-9.9%
2012	$3.28	101	2.4%	-44.5%	169,142	10.4%	-1.3%

CoStar

Sale Trends

Grady County Industrial

OVERALL SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	$76.75	274	9.0%
2027	-	-	-	-	-	-	$71.38	255	9.3%
2026	-	-	-	-	-	-	$65.77	235	9.8%
2025	-	-	-	-	-	-	$60.46	216	10.2%
2024	-	-	-	-	-	-	$58.05	207	10.2%
YTD	2	$570K	0.8%	$570,000	$28.50	-	$58.85	210	10.0%
2023	7	$1M	1.6%	$343,333	$69.87	7.5%	$57.59	205	9.9%
2022	12	$3M	2.5%	$304,850	$49.07	-	$58.92	210	8.9%
2021	7	$4.8M	3.2%	$687,000	$54.74	13.5%	$57.40	205	8.3%
2020	6	$5.6M	9.7%	$1,124,000	$50.32	-	$49.41	176	8.9%
2019	4	$360K	6.3%	$180,000	$30.49	-	$44.76	160	9.3%
2018	4	$1.1M	1.6%	$262,500	$24.96	-	$41.87	149	9.3%
2017	10	$6.3M	4.2%	$1,057,333	$68.88	-	$39.62	141	9.2%
2016	6	$3.2M	21.2%	$1,050,033	$6.11	-	$39.01	139	8.8%
2015	1	$33K	0.6%	$33,000	$2.22	-	$37.45	134	8.7%
2014	3	$431.1K	0.5%	$215,534	$44.57	-	$33.61	120	9.3%
2013	6	$1.1M	7.9%	$183,583	$5.31	-	$31.97	114	9.4%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

Summary
The subject's market area has been established for many years. There has been some speculative construction over the past 5 to 10 years; however, most construction has been for end-users. Industrial property values and rental rates in Chickasha are projected to remain stable to slightly increase over the next five years.

HIGHEST AND BEST USE

A highest and best use analysis identifies the most reasonably probable and appropriately supported use of the subject property; as vacant and as improved. The analysis can be inferred or fundamental. Inferred analysis is a projection of future market conditions and demand for the subject property based on current market conditions and past market behavior. The emphasis is on instinctive knowledge, historical data, and judgment. Inferred analysis works best when the projection period is short; and market conditions are projected to remain generally stable over the projection period. Inferred analysis is considered sufficient for the subject property.

The subject property has the land size and physical characteristics for the development of multiple property types. The subject is not located in a flood hazardous area. Public water services are reportedly available to the site. Sewer services require a private well and septic system. The subject property is zoned "I-2," Heavy Industrial District, which allows for the following uses.

Sec. 54-44. - I-2, Heavy Industrial District.

(a) *General description.* This industrial district is intended to provide for heavy industrial uses and other uses not otherwise provided for in the districts established by this article. The intensity of uses permitted in this district makes it desirable that they be located downwind and separated from residential and commercial uses whenever possible.

(b) *Uses permitted.* Property and buildings in an I-2 Heavy Industrial District may be used for any use except the following:

(1) All residential uses except sleeping facilities required by night watchmen and caretakers employed upon the premises.

(2) All uses not complying with this article, or any other county, state, or federal regulation or law.

(3) Any wholesale liquor warehouse or any other establishment in connection with the manufacture, warehousing, or storing or wholesaling of any and all liquors shall be permitted only in an I-2 Heavy Industrial District in the city, but shall not be permitted in any other zoning area in the city.

(c) *Uses permitted on review.* Before consideration of a use permitted on review, the city council, if it deems necessary, may require approval of the city or county health department, the state fire marshal, or other state or county regulating agencies, then shall attach to the approval specific restrictions designated to protect the public welfare. All final site plans for all uses on review under this section shall be required to be inspected and approved by the city fire department.

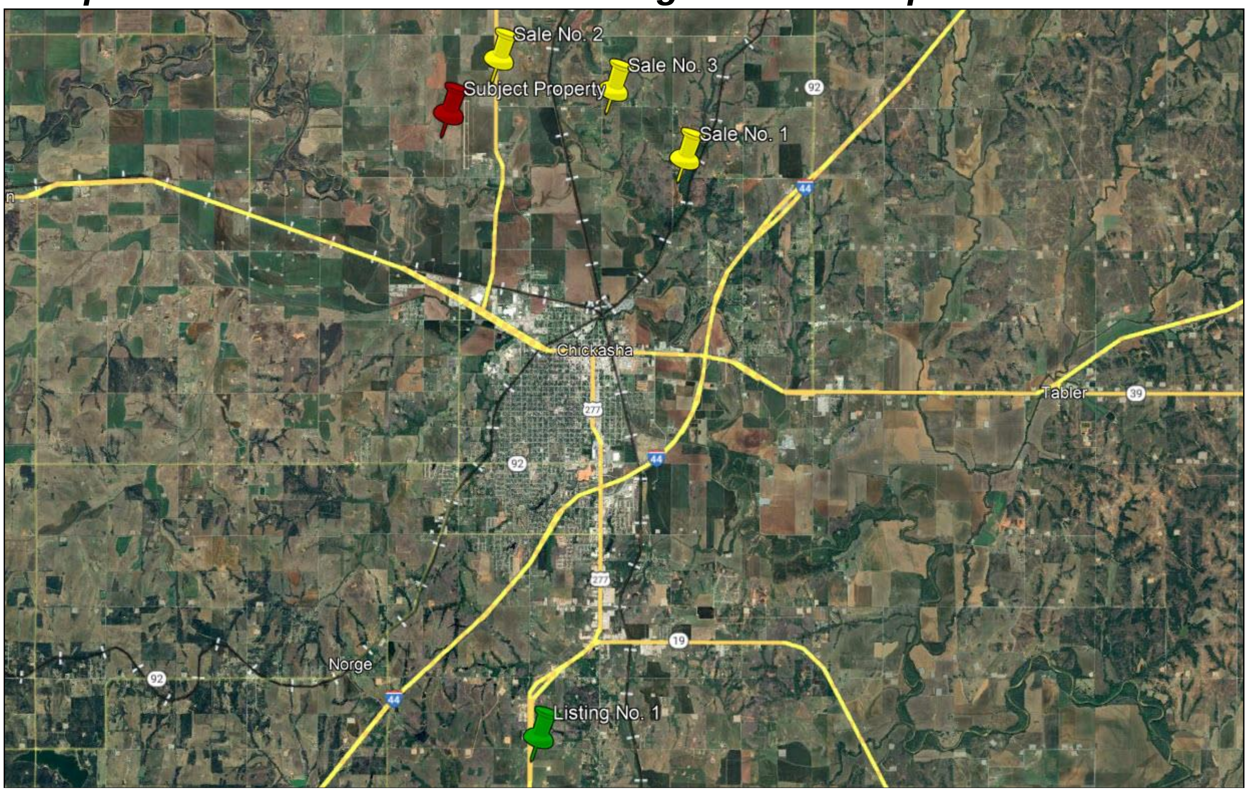
The subject property has direct access from Airport Road via a perpetual access easement. Airport Road is a 2-lane asphalt paved street that links to U.S. Highway 81. The following map identifies the subject and shows the immediate surrounding properties.

As shown, the subject property is immediately surrounded by the Chickasha Municipal Airport to the east, agricultural land to the north, west and south. There are also some single-family residential homes in the immediate area. There has been no speculative construction in the immediate area. Given the subject's location, the highest and best use of the site, as vacant, is its current agricultural use until demand supports speculative industrial or related commercial construction, which could be 10 to 20 years; or to develop the site immediately for an end-user. The most likely buyer is an owner user.

SALES COMPARISON APPROACH

Recent sales of comparable vacant sites in the market area were researched. Recent comparable sales were selected. Reasonable efforts were made to verify the data. The property sales were then analyzed and compared to the subject property. The following map and tables summarize the selected comparable sales.

Comparable Sales and Current Listing Location Map



Comparable Sale No. 1

Property Identification

Type:	Vacant Land
Location:	North of County Road 1340, east side of County Road 2850 Grady County, OK 73018
Legal Description:	S/2 of the SE/4 and SE/4 of the SW/4 of Section 10, Township 7 North, Range 7 West, Grady County, Oklahoma
Account Nos.:	0000-10-07N-07W-4-002-00, 0000-14-07N-07W-2-001-00 and 0000-15-07N-07W-4-002-00

Demographics (1 Mile Around Comparable)

Population:	265	**Med Household $:**	$60,833
Traffic Count:	No data	County Road 2850 (primary street)	

Physical Information

Net Land Area±:	9,885,071	SF	226.93	Acres
Frontage:	5,118	County Road 2850		
Flood Zone:	None	**Utilities:**	Public Water/ No Sewer	
Zoning:	None	The 3 non-contiguous sites are located in an unincorporated area of Grady County.		
Shape:	Irregular			
Topography:	Level± to rolling			
Improvements:	None			

Sale Information

Sale Date:	June 28, 2024	**Sale Price:**	$1,400,000
Grantee (Buyer):	Azure Spheres, LLC - Nicholas Hicks	**Grantor (Seller):**	Horn Properties, LLC - Donald Horn
Sale Condition:	Arm's Length	(buyer and seller are not related entities)	
Financing:	Bank	BancFirst; $1,325,333.33, maturity date 6/28/2044, variable interest rate	
Book & Page:	6330/583	**LTV Ratio:**	95%
Expenditures after sale:	None known		
Marketing:	No sale listing found		
Property Rights:	Fee Simple	The property was not leased at the time of sale. The buyer purchased at the site as an investment with an interim recreational use.	

Sale Indicators

Price/SF:	$0.14	**Price/Acre:**	$6,169

Remarks

As of July 19, 2024, the site was vacant land.

Comparable Sale No. 2

Property Identification

Type:	Vacant Lot
Location:	North of County Road 1320, on the west side of U.S. Highway 81 Grady County, OK 73018
Legal Description:	NE/4 of the SW/4 and the NW/4 of the SW/4 of Section 5, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma
Account No.:	0000-05-07N-07W-3-001-00

Demographics (1 Mile Around Comparable)

Population:	70		**Med Household $:**	$63,750
Traffic Count:	5,734	U.S. Highway 81		

Physical Information

Net Land Area±:		2,663,803 SF	61.15	Acres
Frontage:	1,326'	U.S. Highway 81		
Flood Zone:	None		**Utilities:**	Public Water/ No Sewer
Zoning:	I-1	Light Industrial District		
Shape:	Irregular			
Topography:	Level± to rolling			
Improvements:	None			

Sale Information

Sale Date:	June 15, 2023		**Sale Price:**	$366,000
Grantee (Buyer):	Mark and Sherry Robinson		**Grantor (Seller):**	Highway 81 Property, LLC - Bassm Alzoubi
Sale Condition:	Arm's Length		(buyer and seller are not related entities)	
Financing:	Cash	No mortgage deed is filed in the Grady County Clerk's Office. It is assumed to have involved no bank financing.		
Book & Page:	6181/529		**LTV Ratio:**	N/A
Expenditures after sale:	None known			
Marketing:	No sale listing found.			
Property Rights:	Unknown	I was unable to verify if the site was owner occupied or tenant lease for agricultural purposes.		

Sale Indicators

Price/SF:	$0.14	**Price/Acre:**	$5,985

Remarks

As of July 19, 2024, the site was vacant land.

Comparable Sale No. 3

Property Identification

Type:	Vacant Land
Location:	SE/C of County Road 1320 and 4th Street Grady County, OK 73018
Legal Description:	Part of Section 10, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma
Account Nos.:	0000-10-07N-07W-2-001-00, 0000-10-07N-07W-3-002-00

Demographics (1 Mile Around Comparable)

Population:	39	**Med Household $:**	$37,500
Traffic Count:	893	County Road 1320 and 4th Street (primary streets)	

Physical Information

Net Land Area±:	6,262,186 SF	143.76 Acres	
Frontage:	3,307'	County Road 1320 and 4th Street	
Flood Zone:	None	**Utilities:**	Public Water/ No Sewer
Zoning:	None	The site is located in an unincorporated area of Grady County.	
Shape:	Irregular		
Topography:	Level± to rolling		
Improvements:	None		

Sale Information

Sale Date:	May 19, 2022	**Sale Price:**	$629,500
Grantee (Buyer):	Gregory Elliott and Blake Elliott	**Grantor (Seller):**	Tommy Eugene Young and Dana Young
Sale Condition:	Arm's Length	(buyer and seller are not related entities)	
Financing:	Cash	No mortgage deed is filed in the Oklahoma County Clerk's Office. It is assumed to have involved no bank financing.	
Book & Page:	6031/483	**LTV Ratio:**	N/A
Expenditures after sale:	None known		
Marketing:	No sale listing found.		
Property Rights:	Unknown	I was unable to verify if the site was owner occupied or tenant lease for agricultural purposes.	

Sale Indicators

Price/SF:	$0.10	**Price/Acre:**	$4,379

Remarks

As of July 19, 2024, the site was vacant land.

In addition, current sale listings of comparable vacant sites within the subject's market area were researched. The following listing was considered the only comparable site to the subject property among the listings researched.

Highway 81 - N Hwy 81 Chickasha, OK

Chickasha, OK 73018 - Grady County Submarket
Land of 61.12 AC is for sale at $488,960 ($8,000.00/AC)

Investment Information

Sale Price:	**$488,960**
Price/AC:	**$8,000.00**
Sale Status:	**Active**
Sale Conditions:	-
Days On Market:	**607**

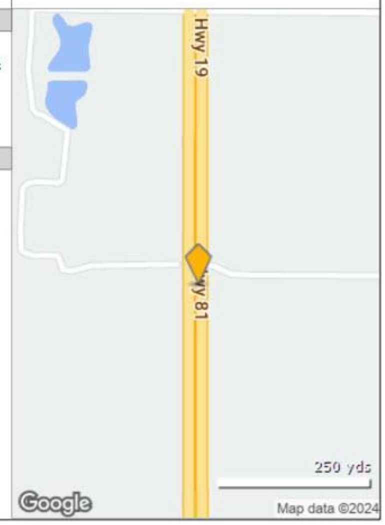
Investment Notes

RESERVE AUCTION: December 10, 2022 at 2:00pm on location. Don't miss out on this opportunity to be part of the Growth and Development happening in Chickasha Oklahoma which reached its highest population growth in 2021!This 61.12 acre tract of grassland is located just 10 minutes from Downtown Chickasha and the vastly expanding Retail Development on the South end of town. Looking for land located close to the city but outside City Limits? Look no further! The US 81 Realignment project schedule and milestones and related project data is included in other documents ****Real Estate Terms: 10% placed in Escrow day of sale, balance due at closing. Auctioneer's statement day of sale supersedes any and all advertising. Sell subject to seller's confirmation

Land Information

Zoning:	**Agricultural**	Proposed Use:	-		
Density:	-	Parcel Size:	**61.12 AC**	Lot Dimensions:	-
Number Of Lots:	-	On-Site Improv:	-		
Improvements:	-				

Parcel Number: **000007N07W05300100**



Adjustments for the comparable site sales include transactional and physical adjustments. Transactional adjustments or "above the line" adjustments include: property rights, condition of sale, financing, expenditures immediately after sale, and market conditions. Property adjustments or "below the line" adjustments include: location, physical characteristics, economic characteristics, use (zoning) and non-realty components. The physical characteristics include: location, land size, road frontage, topography, shape, flood zone, zoning, and utilities.

Transactional Adjustments – The comparable sales sold in fee simple estate, and are considered arm's length transactions. Sale No. 1 involved 3rd party financing at market terms. There are no mortgage deeds filed in the Grady County Clerk's Office for Sale Nos. 2 and 3. They are assumed to have involved no 3rd party financing. None of the comparable sales required any known expenditures immediately after their sale dates.

The comparable sales have sale dates ranging from May 2022 to June 2024. Land values in their immediate respective areas have generally held stable to slightly increased since their sale dates. No market conditions adjustments could be quantifiably supported from a Chickasha land sales data set, as there were a limited number of comparable land sales. Sale Nos. 2 and 3's inferior sale dates will be taken into consideration in the subject's market value estimate.

Property Adjustments - For property adjustments, quantified adjustments require paired sales data, which is extremely limited. Qualitative analysis recognizes the inefficiencies of real estate and the difficulty in expressing adjustments with mathematical precision. One technique used is Relative Comparison Analysis, in which the subject is bracketed between comparable properties based on their superior or inferior qualities.

Unadjusted Sale Price Per Acre	Subject	Sale No. 1 $6,169	Sale No. 2 $5,985	Sale No. 3 $4,379
Transactional Adjustments				
Property Rights		Fee Simple *$0*	Unknown *$0*	Unknown *$0*
Condition of Sale		Arm's Length *$0*	Arm's Length *$0*	Arm's Length *$0*
Financing		Bank *$0*	Cash *$0*	Cash *$0*
Expenditures After Sale		None known *$0*	None known *$0*	None known *$0*
Market Conditions (time)		Jun-24 *$0*	Jun-23 Inferior	May-22 Inferior
ADJUSTED SALE PRICE PER ACRE		*$6,169*	*$5,985*	*$4,379*
Locational Adjustments				
Population	55	265 Similar	70 Similar	39 Similar
Avg Household Income	$59,999	$60,833 Similar	$63,750 Similar	$37,500 Inferior
Avg Traffic Count	No data	No data Superior	5,734 Superior	893 Superior
Overall Location Desirability	Average	Fair to Avg Inferior	Average Similar	Fair to Avg Inferior
Physical Adjustments				
Land Size (±Acres)	322.14	226.93 Similar	61.15 Superior	143.76 Superior
Frontage/Exposure ±	None	Primary Superior	Highway Superior	Primary Superior
Topography	Level± to rolling	Level± to rolling Similar	Level± to rolling Similar	Level± to rolling Similar
Shape	Rectangle±	Irregular Similar	Irregular Similar	Irregular Similar
Flood zone	None	None Similar	None Similar	None Similar
Zoning	I-2	None Inferior	I-1 Similar	None Inferior
Utilities	Public Water/ No Sewer	Public Water/ No Sewer Similar	Public Water/ No Sewer Similar	Public Water/ No Sewer Similar
ADJUSTED SALE PRICE PER ACRE		*$6,169*	*$5,985*	*$4,379*
Overall Comparison		Superior	Superior	Similar

Conclusion

The comparable sales indicated an average sale price of $5,511 per acre. Minimal consideration was given to the average, as 1 of the 3 comparable sales were considered to be overall similar to the subject. Most weight was given to Sale No. 3 at $4,379 per acre, as it was considered to be overall similar to the subject.

The current listing indicated a listing price of $8,000 per acre. It is located in a similar immediate area as the subject property; however, it has primary (superior) highway frontage. The listing has a land size of 61.12± acres (superior to the subject). Listing prices are typically higher than the final negotiated sale prices. Sale No. 2 sold for 86% of its listing price. Given its highway frontage and smaller (superior) land size, the adjusted, listing price was given minimal consideration in the subject's market value estimate.

The following table summarizes the various sources of market value estimates for the subject property, and weights them according to their supporting data.

Multiplier Reconciliation	COMPARABLES		LISTING	
	Sale Nos. 1-3	Sale No. 3	Listing No. 1	**Weighted Average**
Averages	$5,511	$4,379	$8,000	
Consideration	30%	65%	5%	
Weighted Average	$1,653	$2,846	$400	**$4,900**

Based on the comparable sales data presented, an $4,900 per acre multiplier is considered reasonable, well supported and reflective of current market conditions. Therefore, the "as is" market value of the fee simple estate of the subject property, as of July 13, 2024, via the Sales Comparison Approach, is concluded as follows:

Land Value Conclusion				
	Land Area (±Sq. Ft.)	Price Per Sq. Ft.	Value Indication	Rounded To
Subject Property	322.14	$4,900	$1,578,364	$1,578,000

RECONCILIATION

Indicated Values

Approach	Indicated Value	Consideration	Weighted Average
Cost Approach	Not developed		
Sales Comparison Approach	$1,578,000	100%	$1,578,000
Income Approach	Not developed		
		100%	$1,578,000

The Cost Approach was not considered applicable and was not developed, given that the subject property is vacant land. The Sales Comparison Approach was developed. It is the most common approach to value for most property types, including land. Buyers and sellers are primarily looking at comparable sales and current listing when negotiating sale prices. The Income Approach was considered appliable; however, vacant land like the subject property is seldom ground leased. Most ground leases are associated with retail pad sites, surface parking lots or parking garages. The Income Approach can also be applicable for agricultural land that is tenant leased for periods beyond month-to-month terms.

EXPOSURE AND MARKETING TIME

The definition of Market Value includes the assumption that "a reasonable time is allowed for exposure in the open market" in order to sell the property. Given the subject's location, a marketing and exposure time of 6 to 12 months is projected.

APPRAISAL SUPPLEMENTAL DATA

Purpose of the Appraisal

The purpose of this appraisal is to estimate the "as-is" market value for the subject property for the client's internal decision-making purposes, subject to the stated scope of work, reporting requirements of the appraisal report and definition of market value.

Intended User(s)

The intended users of this appraisal report are Smith Roberts Land Services, Inc. and The City of Chickasha. No additional intended users are identified.

Scope of Work

Standards Rules 2-2 and 8-2 requires the report to summarize the scope of work used to develop the appraisal.

The client for an appraisal report should expect to find most significant data reported.

In the course of this assignment, the site was visited, and an inspection of the subject's physical characteristics was completed. In addition, investigations of the comparable property sales, rents and listings were completed with public and confidential records through the use of printed comparable data services and computerized databases. Researched sales data were viewed and, if found to be appropriate, efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, or listing agents.

At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. Only pertinent data was reported in this appraisal assignment. A reasonable investigation and analysis of any pertinent easements and/or encroachments was completed on the fee simple estate of the subject.

It is the client's responsibility to supply the appraiser with a title report, survey or site plan. If a title report, survey or site plan is not available, the appraiser relies on a visual on-site inspection and identifies readily apparent easements or restrictions.

This appraisal assignment has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and the Code of Professional Ethics.

EFFECTIVE DATES AND REPORT DELIVERY DATE

Site Inspection Date:	July 13, 2024
Effective Value Date (As Is)	July 13, 2024
Report Delivery Date	August 2, 2024

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of Fee Simple Estate, which is defined by the Appraisal Institute as follows:

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat[1].*

The subject property's market value conclusions include the land and surface rights only. No mineral, gas or subsurface rights were considered in the subject's market value conclusion.

[1] Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v."market value." (Chicago: Appraisal Institute, 2015), PDF e-book.

DEFINITION OF MARKET VALUE

The value definition used in the appraisal is quoted from the Comptroller of Currency, 12 CFR, Part 34, Sub-part C-Appraisal, Section 34.42 as follows: ***Market Value*** is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

EXTRAORDINARY ASSUMPTIONS

***An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions*.** Extraordinary assumptions presume as fact otherwise uncertain information about the subject property. The market value estimate stated in this appraisal report is based on the extraordinary assumption that the legal description and result land size are correct, and that the subject property has a perpetual access easement providing direct access to the site from Airport Road. No other extraordinary assumptions were used in this appraisal report.

HYPOTHETICAL CONDITION

A condition that is contrary to what exists, but is supposed for the purpose of analysis. No hypothetical conditions were used in this appraisal report.

ASSUMPTIONS AND LIMITING CONDITIONS

Standard Rule 2-2g of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute requires the appraiser to clearly and accurately set forth all facts, assumptions and conditions upon which the appraisal is based. In compliance therewith, and to assist the reader in interpreting this report, such assumptions and limiting conditions are set forth as follows:

1. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use. No opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable.

2. No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, notwithstanding the fact that such matters may be discussed in the report.

3. The date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinion herein stated.

4. The valuation is reported in dollars of currency prevailing on the date of appraisal.

5. Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

6. All information and comments pertaining to this and other properties included in the report represent the personal opinion of the appraiser, formed after examination and study of the subject and other properties. While it is believed the information, estimates and analyses are correct, the appraiser does not guarantee them and assumes no liability for errors in fact, analysis or judgment.

7. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless prior arrangements have been made.

8. Certain information concerning market and operating data was obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed.

9. Real estate values are influenced by a large number of external factors. The data contained herein is all of the data considered necessary to support the value estimate. The appraiser has not knowingly withheld any pertinent facts, but does not guarantee knowledge of all factors, which might influence the value of the subject. Due to rapid changes in the external factors, the value estimate is considered reliable only as of the date of the appraisal.

10. The appraiser has personally inspected the subject site; however, did not physically inspect the entire site, but relied on aerial photographs and personal inspections of the contiguous tracts in order to acquire a general description of the subject's physical characteristics.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser.

12. Except as specifically stated, data relative to size and area were taken from sources considered reliable.

13. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights; and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

14. The appraiser assumes that there are no hidden or unapparent conditions of the property or subsoil, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such facts.

15. No consideration has been given in this appraisal to any personal property located that may be located on the premises, or to the cost of moving or relocating such personal property.

CERTIFICATION AND FINAL MARKET VALUE

I certify to the best of my knowledge and belief. . .

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest to the parties involved.
- Scope Property Valuation Specialists and Shaun Hogan have not performed a services, as an appraiser or in any other capacity, regarding the property that is the subject of this report with a three year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon any pressure of the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and the report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice [USPAP (2024 – 2025 Edition)].
- Shaun Hogan personally inspected the subject.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and the report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

- ♦ This report was completed by Shaun Hogan, who is a Designated Member of the Appraisal Institute and Oklahoma State Certified General Appraiser (License #12906CGA). As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

I do certify that I have analyzed the property legally described as

NE/4 and the N/2 of the SE/4 of Section 7, Township 7 North, Range 7 West and the S/2 of the SE/4 of Section 6, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma

Based upon the data in my analysis, it is my opinion that the market value of the subject property are as follows:

Final Value		
Value Type	**Value Date**	**Value Conclusion**
As-Is Market Value	7/13/2024	$1,578,000

Respectfully,
Scope Property Valuation Specialists, Inc.

Shaun M. Hogan, MAI
OK General Certified Appraiser #12906CGA

PROFESSIONAL QUALIFICATIONS

Shaun M. Hogan, MAI, President
Scope Property Valuation Specialists
2836 N. Kelly Avenue, Suite 107
Edmond, Oklahoma, 73003
Phone (405) 388-5935
Email shaun@scopeappraisal.com

Shaun Hogan is an independent commercial real estate appraiser. Mr. Hogan has experience in market research, collecting and analyzing data, and determining an opinion of market value. Mr. Hogan has appraised numerous types of commercial property, including but not limited to office, industrial, retail (including self-storage), vacant land (including subdivisions) multi-family and special purpose facilities (including religious facilities).

Mr. Hogan is an Oklahoma General Real Estate Appraiser (#12906CGA) from the Oklahoma Real Estate Appraisal Board. He has completed all educational, experience and competency requirements for commercial appraisers as set by the Oklahoma Real Estate Appraisal Board and is currently certified under their continuing education program. Mr. Hogan is a Designated Member of the Appraisal Institute (MAI). All of Mr. Hogan's qualifying education courses and seminars were sponsored by the Appraisal Institute.

Educational accomplishments include a bachelor's degree (Science - Accounting) from the University of Central Oklahoma, Edmond, Oklahoma.

Professional references are available upon request.