

BUFFALO WILD WINGS

STNL INVESTMENT

1130 W. Shawnee St., Muskogee, OK 74401



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Listed in Conjunction with
Oklahoma Real Estate Broker
David B. Zacharia License 161082

**FULL SERVICE
COMMERCIAL REAL ESTATE**
312 East South Temple
Salt Lake City, Utah 84111
Office 801.456.8800
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INVESTMENT SUMMARY

LISTING PRICE

\$3,000,000

CAP RATE

7.0%

NOI

\$210,000

TENANT TRADE NAME	Buffalo Wild Wings	RENTAL INCREASES	10% Every 5-Years
LEASE GUARANTOR	Muskogee Wing Company, LLC	EXTENSION OPTIONS	One, 5-Year Option
LEASE TYPE	Absolute NNN	RIGHT OF FIRST REFUSAL	No
RENT COMMENCEMENT	8/2/2011	PROPERTY TAXES	Tenant Responsible
LEASE EXPIRATION	12/1/2035	INSURANCE	Tenant Responsible
INITIAL LEASE TERM	19	UTILITIES	Tenant Responsible
LEASE TERM REMAINING	9+ Years	MAINTENANCE	Tenant Responsible

RENT SCHEDULE				
LEASE TERM	MONTHLY RENT	ANNUAL RENT	RENT/SF	% INCREASE
3/1/2025- 2/28/2030	\$17,500	\$210,000	\$11.05	
3/1/2030- 2/28/2035	\$19,250	\$231,000	\$12.16	10%
3/1/2035- 11/30/2035	\$21,175	\$254,100	\$13.37	10%
OPTION 1 (12/1/2035- 2/29/2040)	\$21,175	\$254,100	\$13.37	0%
OPTION 1 (3/1/2040- 11/30/2040)	\$23,292	\$279,504	\$14.71	10%

INVESTMENT HIGHLIGHTS

The offering presents the opportunity to acquire a freestanding Buffalo Wild Wings property located at 1130 W. Shawnee St. in Muskogee, Oklahoma. The asset is secured by an absolute triple-net (NNN) lease with over nine years remaining on the primary term, providing investors with a stable, long-term income stream and zero landlord responsibilities. Under the absolute NNN structure, the tenant is responsible for all real estate taxes, insurance, maintenance, and structural components, delivering a truly passive investment profile.

The restaurant is operated by an experienced Buffalo Wild Wings franchisee with a strong multi-unit operating platform. The location benefits from an established operating history and positioning within a dominant retail corridor. The remaining lease term provides durability of income while allowing investors to capture yield typically associated with franchise-backed credit.

Strategically situated along Shawnee Street, one of Muskogee's primary commercial thoroughfares, the property benefits from strong traffic counts and excellent visibility. Shawnee Street serves as a major east-west retail artery within the market, driving consistent consumer traffic throughout the day. The site is located in close proximity to the area's dominant retail anchors, including a nearby Walmart Supercenter, which significantly enhances cross-shopping traffic and reinforces the corridor's role as a primary retail destination for the region.

The property consists of a purpose-built, freestanding restaurant facility with modern prototype design, prominent signage, and ample on-site parking. Its location within Muskogee—an established regional hub serving eastern Oklahoma—provides access to a broad consumer base and steady retail demand. The combination of long-term absolute NNN structure, franchise-backed operations, strong corridor traffic, and proximity to Walmart positions this asset as an attractive net-lease investment offering both dependable cash flow and compelling yield within a stable retail trade area.



PARCEL



SURROUNDING RETAIL



TENANT PROFILE



Buffalo Wild Wings was founded in 1982 by James Disbrow and Scott Lowery. They opened the first restaurant near Ohio State University in Columbus, Ohio and have since expanded to over 1,300 locations across all 50 states.

The chain is best known for Buffalo-style chicken wings along with a number of sauces, as well as other chicken products such as tenders and legs, and side dishes, appetizers, and desserts. Boneless chicken wings are often made from breast meat and prepared using various techniques.

Buffalo Wild Wings was acquired by Inspire Brands (formerly Arby's Restaurant Group) in 2018. Inspire Brands is also the parent company of Arby's, Baskin-Robbins, Dunkin', Jimmy John's and Sonic Drive-In.

OF LOCATIONS: 1,300+

HEADQUARTERS: Sandy Springs, GA

YEAR FOUNDED: 1982

PARENT COMPANY: Inspire Brands



2025 DEMOGRAPHICS

		1 MILE	3 MILES	5 MILES
EST. POPULATION		1,897	23,038	37,503
2030 EST. POPULATION		1,858	22,413	36,534
EST. HOUSEHOLDS		765	9,036	14,886
EST. AVERAGE HOUSEHOLD INCOME		\$61,091	\$63,551	\$71,064
EST. MEDIAN HOUSEHOLD INCOME		\$28,880	\$44,731	\$51,381

NEWMARK



Newmark Mountain West embodies a **COMMITMENT TO EXCELLENCE** that remains unwavering. We prioritize quality over quantity, ensuring unparalleled service in every transaction which drives us more fiercely than ever as we extend our superior services across the United States.



31,184+
TRANSACTIONS COMPLETED



326.8
MILLION
SF TRANSACTED



\$38.3
BILLION
TRANSACTIONS COMPLETED



97K+
ACRES TRANSACTED



\$13.6
BILLION
INVESTMENT TRANSACTIONS



49
STATES WITH
COMPLETED TRANSACTIONS

CONFIDENTIALITY & DISCLOSURE

Newmark Mountain West and David B. Zacharia (collectively, "Broker") have been retained on an exclusive basis to market the property described as 1130 W. Shawnee St., Muskogee, OK 74401. Broker has been authorized by seller of the property to prepare and distribute the enclosed information for the purpose of soliciting offers to purchase from interested parties. More detailed financial, title and tenant lease information may be made available upon request following the mutual execution of a letter of intent or contract to purchase between the Seller and the prospective purchaser. You are invited to review this opportunity and make an offer to purchase based upon your analysis. If your offer results in the Seller choosing to open negotiations with you, you will be asked to provide financial references. The eventual purchaser will be chosen based upon an assessment of price, terms, ability to close the transaction and such other matters as the Seller deems appropriate.

The Material is intended solely for the purpose of soliciting expressions of interest from qualified investors for the acquisition of the Property. The Material is not to be copied and /or used for any other purpose or made available to any other person without the express written consent of Broker or Seller. The Material does

not purport to be all-inclusive or to contain all of the information that a prospective buyer may require. The information contained in the material has been obtained from the Seller and other sources and has not been verified by the Seller or its affiliates, agents, representatives, employees, parents, subsidiaries, members, managers, partners, shareholders, directors, or officers, makes any representation or warranty regarding such pro forma. Purchaser must make its own investigation of the Property and any existing or available financing, and must independently confirm the accuracy of the projections contained in the pro forma.

Seller reserves the right, for any reason, to withdraw the Property from the Market. Seller has no obligation, express or implied, to accept any offer. Further, Seller has no obligation to sell the Property unless and until the Seller executes and delivers a signed agreement of purchase and sale on terms acceptable to the Seller, in its sole discretion. By submitting an offer, a purchaser will be deemed to have acknowledged the foregoing and agreed to release Seller and Broker from any liability with respect thereto.

Property walk-throughs are to be conducted by appointment only. Contact Broker for additional information.



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OKLAHOMA REAL ESTATE COMMISSION

WHAT YOU NEED TO KNOW ABOUT BROKER SERVICES

A real estate broker may work with one or both Parties to a real estate transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, § 858-351 – 858-363) allows a real estate firm to provide brokerage services to both Parties to the transaction. This could occur when a firm has contracted with a seller to sell their property and a prospective buyer contacts that same firm to see the property. If the prospective buyer wants to make an offer on the property, the firm must now provide a written notice to both the buyer and seller that the firm is now providing brokerage services to both Parties to the transaction.

Oklahoma real estate brokers have mandatory duties and responsibilities to all Parties in a real estate transaction. These duties and responsibilities shall be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option or exchange real estate. These duties and responsibilities are to:

- Treat all Parties with honesty and exercise reasonable skill and care.
- Receive all written offers and counteroffers, reduce offers or counteroffers to a written form upon request of any party to a transaction and present timely all written offers and counteroffers (unless specifically waived in writing by a party).
- Timely account for all money and property received by the broker.
- Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act.
- Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- Keep confidential information received from a party or prospective party confidential unless written consent is granted by the party, the disclosure is required by law, or the information is public or becomes public as the results of actions from a source other than the broker. Confidential information includes:
 - That a party is willing to pay more or accept less than what is being offered
 - That a party or prospective party is willing to agree to financing terms different from those offered
 - The motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property
 - Any information specifically designated as confidential by the party unless such information is public.
- Disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease
- Disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days

A broker has additional duties and responsibilities only to a party for whom the broker is providing brokerage services. These duties and responsibilities shall also be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option and exchange real estate. These duties are to:

- Inform the party in writing when an offers is made that the party will be expected to pay certain costs, brokerage services costs and approximate amount of the costs.
- Keep the party informed regarding the transaction.

If a broker intends to provide fewer brokerage services than those required to complete a transaction, the broker shall provide written disclosure to the party for whom the broker is providing services. The disclosure shall include a description of those steps in the transaction that the broker will not provide and state that the broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

Disclosure of these duties and responsibilities is required in writing. The duties and responsibilities disclosed by the broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

Services provided to a tenant do not automatically create a broker relationship. When a broker provides brokerage services to a landlord under a property management agreement, the services provided to the tenant by the broker shall not be construed as creating a broker relationship between the broker and the tenant unless otherwise agreed to in writing; however, the broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

BROKER RELATIONSHIPS

§858-351 Definitions

Unless the context clearly indicates otherwise, as used in Section 858-351 through 858-363 of The Oklahoma Real Estate License Code:

1. “Broker” means a real estate broker, an associated broker associate, sales associate, or provisional sales associate authorized by a real estate broker to provide brokerage services;
2. “Brokerage services” means those services provided by a broker to a party in a transaction;
3. “Party” means a person who is a seller, buyer, landlord, or tenant or a person who is involved in an option or exchange;
4. “Transaction” means an activity or process to buy, sell, lease, rent, option or exchange real estate. Such activities or processes may include, without limitation, soliciting, advertising, showing or viewing real property, presenting offers or counteroffers, entering into agreements and closing such agreements; and
5. “Firm” means a sole proprietor, corporation, association or partnership.

§858-353. Broker duties and responsibilities

A. A broker shall have the following duties and responsibilities to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a. receive all written offers and counteroffers,
 - b. reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c. present timely all written offers and counteroffers;
3. Timely account for all money and property received by the broker,
4. Keep confidential information received from a party or prospective party confidential.

The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

- a. that a party or prospective party is willing to pay more or accept less than what is being offered,
- b. that a party or prospective party is willing to agree to financing terms that are different from those offered,
- c. the motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property, and
- d. information specifically designated as confidential by a party unless such information is public;

5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and

6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

7. Disclose:

a. information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease, and

b. the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of the costs; and

2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

Broker: _____, non-Oklahoma licensed broker and David B Zacharia, Oklahoma licensed broker.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE RECEIVED THIS NOTICE ON _____ DAY OF _____, 202__.

SELLER/LANDLORD

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____

BUYER/TENANT

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____

OKLAHOMA REAL ESTATE COMMISSION

WIRE FRAUD ADVISORY

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses are victims and the real estate business transaction is no exception.

While wiring funds is a welcome convenience, buyers and sellers need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided, to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers have also had their sales proceeds taken through similar schemes.

ACCORDINGLY, BUYERS AND SELLERS ARE ADVISED:

- 1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
- 2. DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER GIVEN TO YOU PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.
- 3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
- 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
- 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you receive, or believe you are the recipient of, questionable or suspicious wire instructions immediately notify your bank, the Escrow Holder, and your real estate agent. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>

On Guard Online: <https://www.onguardonline.gov/>

By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Wire Fraud Advisory.

_____ Seller's / Buyer's Signature	_____ Date
_____ Seller's / Buyer's Signature	_____ Date
_____ Seller's / Buyer's Signature	_____ Date
_____ Seller's / Buyer's Signature	_____ Date

OKLAHOMA REAL ESTATE COMMISSION

NOTICE TO BUYER — SIGNS AND RISKS OF DEED THEFT

Oklahoma law requires that you be notified of the signs and risks of deed theft at the closing of your real estate transaction. 59 Okla. Stat. § 858-364.

What is Deed Theft?

Deed theft means intentionally altering, falsifying, forging, or misrepresenting a document relating to real property with the intent to deceive, defraud, or unlawfully transfer or encumber the ownership rights of the owner of the real property. 60 Okla. Stat. § 858-351(3).

Deed theft is also where someone misrepresents themselves as the owner or representative of real property owner in order to obtain ownership or possession of the real property.

Why Should You Be Concerned?

Criminals sometimes use deed theft to fraudulently take title to property without the owner’s knowledge or consent. Once a fraudulent deed is recorded, clearing your title can be a difficult, time-consuming, and costly process.

Signs of Potential Deed Theft Include:

- Receiving mail or notices about loans, mortgages, or utility accounts you did not open.
- Not receiving expected property tax bills or notices.
- Finding your name removed from public property records without your knowledge.
- A deed, mortgage, or lien appears in public records that you did not sign or authorize.
- New loans or lines of credit appear on your credit report that are tied to your property.
- Unexpected offers to buy your property from unknown individuals.

How to Protect Yourself:

- Periodically check county land records to ensure your name remains on the title.
- Keep your personal and financial information secure.
- Regularly check your credit report for signs of identity theft.
- Immediately investigate any suspicious mail, notices, or transactions involving your property.
- Ask someone you trust to look after your home if you are going to be away for a long period of time.
- Do not let your mail pile up if you are going to be out of town. Criminals often target homes that are vacant for long periods of time.
- Contact your county clerk, a licensed real estate professional, or an attorney if you suspect fraud.

If you believe you are a victim of deed theft, report it immediately to law enforcement and seek legal advice.

Acknowledgment:

I acknowledge receipt of this notice regarding the signs and risks of deed theft.

_____	_____	_____	_____
Buyer’s Signature	Date	Buyer’s Signature	Date