

ADMINISTRATIVE SETTLEMENT


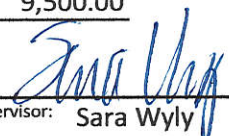
Owner(s): United Markets, Inc., f/k/a, Import Markets, Inc. **JP No.** 26308(04)
Tenant(s): N/A **County** Tulsa
Date: April 6, 2017 **Parcel No.** 1

The owner(s) of the above listed parcel(s) has/have refused the States offer of \$7,410.00 but has/have agreed to accept **\$9,500.00**, and execute all Right-of-Way documents. Basis for settlement is cost of condemnation and exposure to possible higher award. After a careful review of the current market data for the general area, it appears that the owners' counteroffer is within range of fair market value. It is recommended that the authorized amount be increased as set out below. It is believed that such a settlement would be in the public interest and protect public funds. It would also insure that the State pays and the owner(s) receive just compensation as required by law.

This settlement was verbally approved by Chad Parsons on 4/6/2017

Authorized Negotiation Amount \$ 7,410.00
Addition \$ 2,090.00
Revised Negotiation Amount \$ 9,500.00

This Request Initiated By:

 
Agent: Pam Hansel Supervisor: Sara Wyly

ODOT Right-of-Way Agent OR
(circle one)

Contract Fee Agent Universal Field Services, Inc.

Recommend Approval _____ on _____
Manager, Acquisition Branch Date

NOTE: The following are ineligible items which are included above: _____

Remarks: _____

Approved by:

Chief, Right-of-Way Division Date \$ Amount



SUMMARY OF ACQUISITION

JOB PIECE: 26308(04), COUNTY Tulsa, PARCEL(S) 1

PROPERTY LOCATION: Section 13, Township 18N, Range 14E, Tulsa County

BUYER: **Oklahoma Department of Transportation, ODOT**

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

United Market, Inc.
22 Oxford Drive
Morgantown, PA 19543

ASSIGNMENT: N/A

MORTGAGES AND LIENS: N/A

IMPROVEMENTS: N/A

DAMAGES: N/A

PROPERTY OWNER(S) / SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, ODOT, THE FOLLOWING DOCUMENTS:

Warranty Deed	for parcel <u>1</u>	for <u>0.19</u>	<u>Acres</u>
N/A	for parcel <u> </u>	for <u> </u>	<u>Acres</u>
N/A	for parcel <u> </u>	for <u> </u>	<u>Acres</u>
N/A	for parcel <u> </u>	for <u> </u>	<u>Acres</u>
N/A	for parcel <u> </u>	for <u> </u>	<u>Acres</u>

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$9,500.00

BUYER AND SELLER AGREE:

It may take 45-60 days before payment is received after The Department receives all necessary documents.

The Department will prepare and mail a 1099-S form at the end of the year in which payment was received.

5-SBW fence surrounds the perimeter of this property and will ^{NOT} be removed prior to it's replacement in order to protect livestock on the property.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, ODOT, WILL PREPARE THE FOLLOWING:

State Warrant in the amount of \$9,500.00 to United Markets, Inc.

State Warrant in the amount of to

State Warrant in the amount of to

State Warrant in the amount of to

Stephen S. Couch
United Markets, Inc., By: Stephen S. Couch, President
PROPERTY OWNER / SELLER

4/10/2017
DATE

N/A
PROPERTY OWNER / SELLER
Pam Hansel
Pam Hansel
ODOT ACQUISITION AGENT

DATE
4/7/17
DATE



OFFER LETTER

United Markets, Inc., f/k/a,

Import Markets, Inc.
210 Crossings Blvd.
Elverson, PA 19520

County: ^{Tulsa} Wagoner--
Parcel: 1
Project: 26308(04)

Dear Mr. Steve Couch:

A right-of-way improvement project has been planned for construction in your area. The project will require that the City of Broken Arrow acquire right-of-way across the property which you own or in which you have an interest.

The agent presenting this letter has been authorized by my office to explain the project and its effects upon you and your property, and is making an offer to acquire the right-of-way from you in the name of the City of Broken Arrow.

To buy land and improvements, the offer is ~~\$7,410.00~~

\$9,500.00 Settlement Offer pk SSC.

Of the above amount, \$0.00 is for damages.

The agent making you this offer may not have authorization to change the amount.

The above offer is the amount that the City of Broken Arrow has determined to be the Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. This is a firm offer made according to Oklahoma statutory requirements; **however, there is no prohibition against your donating the land and improvements for the right-of-way, if you wish to do so.**

If it is necessary for you to move any of your personal property, you will be given 90 days from the date shown below to clear the right-of-way. Your consideration of our purchase offer to buy your property will be appreciated.

Sincerely,

M. Spurgeon by Russ M...
Michael L. Spurgeon, City Manager

Property Rights Brochure delivered and written offer made by:

Pam Hansel Emailed - March 21, 2017
Universal Field Services, Inc. - Pam Hansel (Date)

Pam Hansel 4/7/17

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF:
		345			United Markets, Inc.
FOR AGENCY USE ONLY					Address: _____ City St. Zip _____
					FEI No. _____
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	FOR \$9,500.00 AGAINST Oklahoma Department of Transportation ASSIGNMENT
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.					WARRANT (LOCATOR) NO. _____
Partial No. _____			Final No. _____	TOTAL AMOUNT	I hereby assign this claim to _____
OSF- AUDITED BY _____					and authorize the State Treasurer to issue a warrant in payment to said assignee.
					Date: _____
					Claimant: _____

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
DATE				Payment for the acquisition of 0.19 acre of Permanent Right-of-Way (P-1) and damages. Improvements to be purchase include: none. Damages include: none. This property is a partial acquisition and includes any and all damages within the acquired area. Total Compensation	\$9,500.00	
				J/P No.: 26308(04) Project: STP-172A(457)IG County: Tulsa Parcel: 1 CLAIM 1 OF 1	\$9,500.00	

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Approval	Pam Hansel	\$9,500.00
Approval	Sara Wyly	\$9,500.00
Approval		\$9,500.00
Approval		\$9,500.00
Approval		\$9,500.00
Approval		\$9,500.00
Approval		\$9,500.00

Subscribed and Sworn before me 4/10/17 Date
Stephen S. Couch
 Stephen S. Couch, President

State of Oklahoma County of Tulsa Number 10002857

My Commission Expires 3/17/20 Date
Nikki Patterson
 Nikki Patterson, Notary Public (or Clerk or Judge)



ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
Total						

APPROVAL
 I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

Agency's Approving Officer _____
 Director _____ Date _____

**GENERAL WARRANTY DEED
Oklahoma Statutory Form**

THIS INDENTURE is made this 10th day of April, 2017, between
United Markets, Inc., f/k/a, Import Markets, Inc.,
Grantor(s), and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation,
Grantee.

WITNESSETH, that for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors or assigns, all of the following described real estate located in the County of Tulsa, State of Oklahoma, to-wit:

A tract of land being a part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section 13, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, more particularly described as follows:

Commencing at the Northeast corner of said NE/4 of the NE/4; thence South 88°47'35" West along the North line of said NE/4 of the NE/4, a distance of 500.00 feet; thence South 01°12'25" East of said Section 13, a distance of 60.00 feet to the POINT OF BEGINNING; thence North 88°47'35" East and parallel to the said North line, a distance of 415.00 feet; thence South 46°16'12" East, a distance of 35.58 feet; thence South 01°20'00" East and parallel to the east line of said NE/4 of Section 13, a distance of 415.00 feet; thence South 88°40'00" West, a distance of 10.00 feet; thence North 01°20'00" West, a distance of 425.02 feet; thence North 46°16'12" West, a distance of 7.27 feet; thence South 88°47'35" West and parallel to the said north line of said section, a distance of 425.01 feet; thence North 01°12'25" West, a distance of 10.00 feet to the Point of Beginning, containing 8,400 square feet or 0.19 acres, more or less.

Basis of bearing is an assumed bearing of south 88°47'35" west along the north line of the NE/4 of said Section 13.

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

AND, Grantor, its successors and assigns, does hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents it is seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described real estate with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature, EXCEPT: easements and rights-of-way of record; building and use restrictions of record; special assessments not yet due; mineral conveyances and reservations of record (if any); and oil, gas and mineral leases of record (if any) and the Grantor will **WARRANT AND FOREVER DEFEND** the same unto the said Grantee, its successors or assigns, against said Grantor(s), their heirs and assigns every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has/have hereunto set their hand the day and year above written.

By: Stephen S. Couch
Stephen S. Couch, President

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of April, 2017, personally appeared Stephen S. Couch, President, to me known to be identical person(s) who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

My Commission Expires: 3/17/20



Nikki Patterson
Notary Public

Approved as to Form:

Approved as to Substance:

Assistant City Attorney

Craig W. Thurmond, Mayor

Attest:

Engineer [Signature] Checked: 04/28/17
23rd Street ST0914 Parcel # 1

City Clerk

MINUTES OF SPECIAL MEETING
OF DIRECTORS OF
UNITED MARKETS, INC.

A special meeting of the Directors of United Markets, Inc. Was duly held at the office of the corporation at 22 Oxford Drive, Morgantown, PA 19543, at 4:00 p.m., on March 24, 2017.

Stephen S. Couch, President of the Corporation, acting as Chairman, called the meeting to order and the following Directors were present:

Stephen S. Couch
Elizabeth T. Licitra
Ian T. Couch

The Chairman designated Elizabeth T. Licitra to act as the Secretary of the meeting. The Chairman advised that the first order of business was to decline donation and approve the proposal of Broken Arrow 's 23rd Street road improvement project, and the land referred to as parcel one, and Stephen Couch's authority in his capacity as president of United Markets, Inc. to sign on behalf of the corporation.

There being no further business to be transacted, the meeting was, upon motion duly made, seconded and unanimously carried.


Stephen S. Couch, Chairman


Elizabeth T. Licitra, Secretary