

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

CITY OF BROKEN ARROW, OKLAHOMA,)	
a Municipal Corporation,)	Case No. CV-2019-614
)	
Plaintiff,)	Judge: Linda Morrissey
vs.)	
)	
MARK F. HARPER, PERSONAL REPRESENTATIVE OF)	
THE ESTATE OF JOSEPHINE LAYTON a/k/a JOSEPHINE)	
LAYTON HARPER; JEANETTE LAYTON a/k/a)	
JEANETTE VAN HOOSE; LOIS MAXINE DARK,)	
TRUSTEE OF THE LOIS MAXINE DARK TRUST;)	
MARTHA CHAPMAN FOWLER; OCCUPANTS OF THE)	
PREMISES; PUBLIC SERVICE COMPANY OF)	
OKLAHOMA, an Oklahoma Corporation; WAGONER)	
COUNTY TRANSMISSION, INC.; PHILLIPS TEXAS)	
PIPELINE COMPANY EAGLE 2, a Delaware Limited)	
Liability Company; CONOCOPHILLIPS PIPE LINE)	
COMPANY, a Delaware Corporation; TRANSOK, LLC,)	
a Delaware Limited Liability Company; BOARD OF)	
COUNTY COMMISSIONERS OF TULSA COUNTY;)	
DENNIS SEMLER, COUNTY TREASURER OF)	
TULSA COUNTY)	
)	
Defendants.)	

JOURNAL ENTRY OF JUDGMENT

COMES THIS MATTER before me, the undersigned Judge of the District Court, on this ____ day of _____, 2019, upon the application of Plaintiff City of Broken Arrow for an Order vesting title in Plaintiff to a Temporary Construction Easement and authorizing compensation and damages in the total amount of Seven Thousand Five Hundred Dollars and 00/100ths (\$7,500).

The City of Broken Arrow appears by and through its attorney of record Tammy Ewing. The Defendants Mark Harper, Personal Representative of the Estate of Josephine Layton a/k/a Josephine Layton Harper, Jeanette Layton a/k/a Jeanette Van Hoose, Lois Maxine Dark, Trustee

of the Lois Maxine Dart Trust, and Martha Chapman Fowler (hereinafter “the Landowners”) appear by and through their attorney of record Mark Harper. The Defendant Public Service Company of Oklahoma appears by and through its attorney of record S. Douglas Dodd. The Defendants Board of County Commissioners of Tulsa County and the Tulsa County Treasurer appear by and through their attorney of record Douglas Wilson.

The Defendants do not contest the validity or propriety of the taking and agree the amount of \$7,500.00 represents full compensation and settlement of damages for the Temporary Construction Easement taken.

The Court is fully advised and FINDS as follows:

1. The filing of this condemnation action, the appointment of the Commissioners, the Oaths of Commissioners and the Commissioners’ subsequent Report are regular in all respects.
2. The Plaintiff filed a Jury Trial Demand on July 17, 2019, but withdrew that Jury Trial Demand on _____. Thus, each party has waived the right to a jury trial as to all issues.
3. The taking of the property described in the pleadings is necessary for the purpose of the Plaintiff and said property was heretofore owned by the Estate of Josephine Layton a/k/a Josephine Layton Harper; Jeanette Layton a/k/a Jeanette Van Hoose; the Lois Maxine Dart Trust, and Martha Chapman Fowler by virtue of a Warranty Deed dated July 7, 1950, and recorded on November 7, 1951, with the Tulsa County Clerk’s Office. The property described below is hereby ordered taken and condemned under the power of eminent domain and the City of Broken Arrow is declared to be the owner of the Temporary Construction Easement.
4. The Defendant Public Service Company of Oklahoma filed an Entry of Appearance on May 16, 2019.

5. Defendant Board of County Commissioners and Defendant Tulsa County Treasurer claims no right, title or interest in the subject property. The Defendant Tulsa County Treasurer presents no claim for delinquent *ad valorem* taxes or delinquent personal property taxes.

6. Service of process has been perfected as provided by law on all Defendants having compensable interests in the property and on Defendants having lien and/or mortgage claims or claims of title against the property.

7. On July 11, 2019, the Plaintiff deposited with the Clerk of this Court the sum of \$7,500.00 pursuant to the Report of Commissioners filed in this case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's acquisition of the property, together with all other relief prayed for in its Petition, is hereby granted, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the City of Broken Arrow is the owner of a Temporary Construction Easement on the following described land:

PARCEL 1A: TEMPORARY CONSTRUCTION EASEMENT:

A tract of land that is a part of the Southwest Quarter (SW4) of Section Twelve (12), Township Seventeen North (T17N), Range Fourteen East (R14E) of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows:

Point of Beginning on the North line of the Southwest Quarter of Section 12, a distance of 641.67 feet from the West Quarter corner of Section 12; Thence along the North line of the Southwest Quarter, N88°46'18"E a distance of 102.41 feet; Thence S11°12'57"W a distance of 288.56 feet; Thence S04°22'22"W a distance of 449.21 feet; Thence S72°02'24"W a distance of 303.17 feet; Thence S28°00'12"W a distance of 300.00 feet; Thence S20°47'21"W a distance of 199.08 feet; Thence S10°17'11"W a distance of 260.89 feet to a point on the East line of a 50' sanitary sewer easement filed as Doc #2009030750 at the office of the Tulsa County Clerk; Thence along the East line of said sanitary sewer easement, being parallel and 74.75 feet from the West line of said Southwest Quarter of Section 12, N01°13'08"W a distance of 393.76 feet; Thence N20°47'21"E a distance of 96.85 feet; Thence N28°00'12"E a distance of 346.74 feet; Thence N72°02'24"E a distance of 276.58 feet; Thence N04°22'22"E a distance of 388.02 feet; Thence N11°12'44"E a distance of 272.60 feet to the Point of Beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as of April 17, 2019, the date of the tender of payment of the sum of Seven Thousand Five Hundred Dollars and 00/100ths (\$7,500.00), the Defendants and all persons claiming by, through or under them, have no further right, title or interest in and to said land inconsistent with the Plaintiff's ownership of the Temporary Construction Easement, and are hereby enjoined from ever asserting any claim to said land adverse to the rights of the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sum of \$7,500.00 includes full compensation for the subject property interest, any damages to the remainder, any claims or causes of action known or unknown, as well as all attorney's fees, engineering fees, appraisal fees, cost and expenses.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear its respective costs and attorney's fees included herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk shall disburse funds in the amount of \$7,500 payable to Mark Harper, attorney for the Landowners, 4008 South Elm Place, Suite 7, Broken Arrow, Oklahoma 74012, as full release of the Plaintiff as provided herein.

JUDGE OF THE DISTRICT COURT

APPROVED:

Tammy K. Ewing
City Of Broken Arrow
PO Box 610
Broken Arrow, Oklahoma 74013

APPROVED:

Mark Harper
4008 South Elm Place, Suite 7
Broken Arrow, Oklahoma 74012

APPROVED:

S. Doug Dodd
Two West 2nd Street, Suite 700
Tulsa, OK 74103

APPROVED:

Douglas A. Wilson
Assistant District Attorney
500 S. Denver Ave #827
Tulsa, Oklahoma 74103