



SUMMARY OF ACQUISITION

JOB PIECE: 26308(04), COUNTY Tulsa, PARCEL(S) 3, 14

PROPERTY LOCATION: Section 12, Township 18N, Range 14E, Tulsa County

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

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

Margaret Couch Scrapper & Danny Lee Scrapper
2008 NE 31st Street
Lawton, OK 73507-3423

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:

<u>Warranty Deed</u>	for parcel <u>3</u>	for <u>0.86</u>	Acres
<u>Warranty Deed</u>	for parcel <u>14</u>	for <u>3.02</u>	Acres
<u>N/A</u>	for parcel <u> </u>	for <u> </u>	Acres
<u>N/A</u>	for parcel <u> </u>	for <u> </u>	Acres
<u>N/A</u>	for parcel <u> </u>	for <u> </u>	Acres

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$139,680.00

BUYER AND SELLER AGREE:

It may take 45-60 days before payment is received after The City of Broken Arrow receives all necessary documents.

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

The City of Broken Arrow is responsible for replacing the 5-SBW fence prior to removal of the existing fence.

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

State Warrant in the amount of <u>\$139,680.00</u>	to <u>Margaret Couch Scrapper & Danny Lee Scrapper</u>
State Warrant in the amount of <u> </u>	to <u> </u>
State Warrant in the amount of <u> </u>	to <u> </u>
State Warrant in the amount of <u> </u>	to <u> </u>

Margaret Couch Scrapper
 Margaret Couch Scrapper
 PROPERTY OWNER / SELLER

3-20-17
 DATE

Danny Lee Scrapper
 Danny Lee Scrapper
 PROPERTY OWNER / SELLER

3-20-17
 DATE

Pam Hansel
 Pam Hansel
 ODOT ACQUISITION AGENT

3/12/17
 DATE



ADMINISTRATIVE SETTLEMENT

Owner(s): Margaret Couch Scrapper and Danny Lee Scrapper JP No. 26308(04)
Tenant(s): N/A County Tulsa
Date: March 8, 2017 Parcel No. 3, 14

The owner(s) of the above listed parcel(s) has/have refused the States offer of \$ 124,200.00 but has/have agreed to accept \$139,680.00, 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 3/8/2017

Authorized Negotiation Amount \$ 124,200.00
Addition \$ 15,480.00
Revised Negotiation Amount \$ 139,680.00

This Request Initiated By:  
Agent: Pam Hansel Supervisor: Sara Wyl

ODOT Right-of-Way Agent OR **Contract Fee Agent** Universal Field Services, Inc.
(circle one)

Recommend Approval _____ on _____
Acquisition Manager Date

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

Remarks: _____

Approved by: _____ \$ _____
Chief, Right-of-Way Division Date Amount



OFFER LETTER

Margaret Ann Couch
2008 NE 31st St.
Lawton, OK 73507

County: ~~Wagoner~~ **Tulsa** *pk*
Parcel: 3, 14 *MCS*
Project: 26308(04)

Dear Ms. 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 ~~\$124,200.00~~. **Settlement Offer \$139,680.00** *pk MCS*

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,

Michael L. Spurgeon, City Manager

Property Rights Brochure delivered and written offer made by:

Universal Field Services, Inc.
Pam Hansel, Acquisition Agent

(Date)

Mailed, 10/7/16

Certified

Mailed, certified 3/13/17

GENERAL WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 20 day of March, 2017, between Margaret Couch Scraper and Danny Lee Scraper, wife and husband, 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:

SEE EXHIBIT "A"

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: Margaret Couch Scraper
Margaret Couch Scraper

Danny Lee Scraper
Danny Lee Scraper

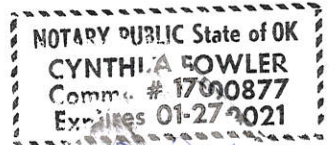
STATE OF OKLAHOMA)
COUNTY OF Comanche)§

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 2017, personally appeared Margaret Couch Scraper and Danny Lee Scraper, wife and husband, 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: 1-27-21

Cynthia Fowler
Notary Public



Approved as to Form:

Approved as to Substance:

Assistant City Attorney

Craig W. Thurmond, Mayor

Attest:

Engineer _____ Checked: _____
23rd Street ST0914 Parcel # 3

City Clerk

Exhibit "A"

Parcel 3.0


A tract of land being a part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 12, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, more particularly described as follows:

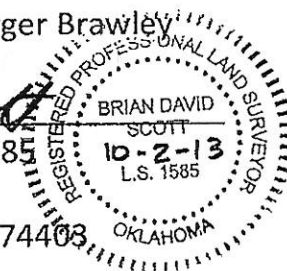
Commencing at the southeast corner of said SE/4; thence North 01°20'29" West along the east line of said SE/4, a distance of 1321.16 feet; thence South 88°47'14" West, a distance of 24.75 feet to a point on the west statutory right-of-way line and POINT OF BEGINNING; thence South 88°47'14" West, a distance of 35.25 feet; thence North 01°20'29" West and parallel to said east line, a distance of 1078.54 feet; thence South 31°03'54" East, a distance of 20.17 feet; thence North 88°39'31" East, a distance of 25.25 feet to a point on the west line of said statutory right-of-way line; thence South 01°20'29" East, a distance of 1061.11 feet to the POINT OF BEGINNING, containing 37,490 square feet or 0.86 acres, more or less.

Basis of bearing is an assumed bearing of North 01°20'29" West along the East line of the SE/4 of Section 12, T-18-N, R-14-E

This property description was prepared on September 1, 2013 by Brian D. Scott, Licensed Professional Land Surveyor No. 1585

Prepared for: Mehlburger Brawley


Brian D. Scott, PLS #1585
205 Dover Road
Muskogee, Oklahoma 74403
Wk 918.781.3066



Kenosha St. (E. 71st St. So.)

JOB 26308 PIECE 04

PARCEL NO. 3.0

COUNTY: TULSA

PROJECT: 23rd Street Improvements
- Kenosha to Houston

TOTAL PROPERTY DESCRIPTION: N/2 OF THE
SE/4

SEC. 12, T-18-N, R-14-E

Lynn Lane (S. 177th E. Ave.)

23rd St. (S. 193rd E. Ave.)

12

POC

Houston St. (E. 81st St. So.)

SCALE 1" = 1600'

BEFORE GROSS	3,484,800.00 SQ. FT.	80.00 ACRES
EXISTING R/W	156,816.00 SQ. FT.	3.60 ACRES
PERMANENT R/W	37,489.98 SQ. FT.	0.86 ACRES
REM IN OTR	3,290,494.02 SQ. FT.	75.54 ACRES
PERPETUAL EASEMENT	0.00 SQ. FT.	0.00 ACRES
TEMP R/W	0.00 SQ. FT.	0.00 ACRES
TEMP R/W	0.00 SQ. FT.	0.00 ACRES

1/4 SEC. LINE (S. COLLEGE ST.)



SEE EXHIBIT "A" PARCEL 3.0 FOR LEGAL DESCRIPTION

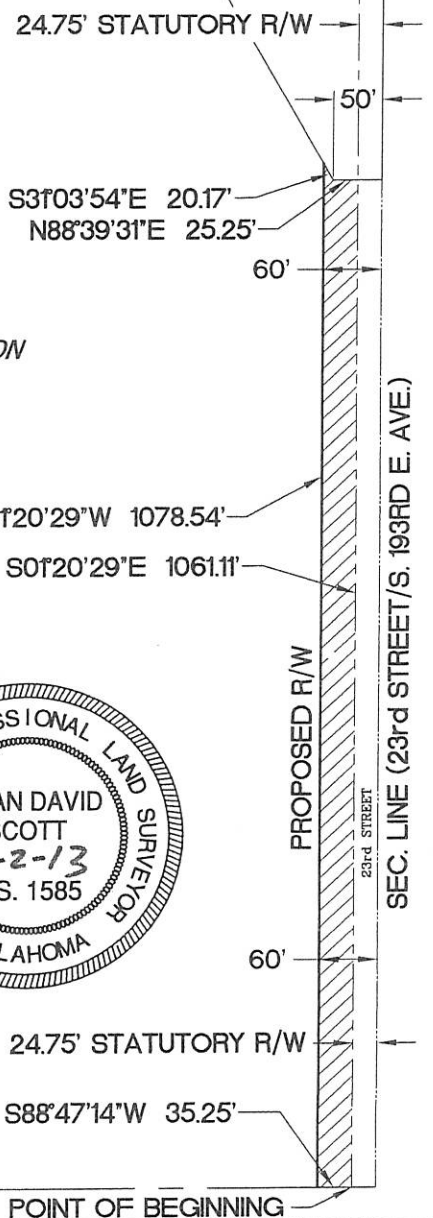
PREPARED FOR: MEHLBURGER BRAWLEY

Brian D. Scott

BRIAN D. SCOTT, PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1585



SURVEYOR
BRIAN DAVID SCOTT, P.L.S. #1585
205 Dover Road
Muskogee, Oklahoma 74403
Wk 918.781.3066 Fax 918.686.0576
Email: brianscottpls@gmail.com



1/16 SEC. LINE

POINT OF BEGINNING

SCALE: 1"=200'

FIGURE 3.0

**GENERAL WARRANTY DEED
Oklahoma Statutory Form**

THIS INDENTURE is made this 20th day of March, 2017, between Margaret Couch Scraper and Danny Lee Scraper, wife and husband, 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:

SEE EXHIBIT "A"

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: Margaret Couch Scraper
Margaret Couch Scraper

Danny Lee Scraper
Danny Lee Scraper

STATE OF OKLAHOMA)

COUNTY OF Comanche's

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 2017, personally appeared Margaret Couch Scraper and Danny Lee Scraper, wife and husband, 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: 1-27-21

Cynthia Fowler
Notary Public



Approved as to Form:

Approved as to Substance:

Assistant City Attorney

Craig W. Thurmond, Mayor

Attest:

Engineer _____ Checked: _____
23rd Street ST0914 Parcel # _____ 14 _____

City Clerk

Exhibit "A"

Parcel 14.0

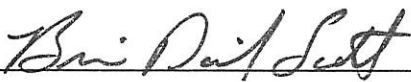
A tract of land being a part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 12, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, more particularly described as follows:

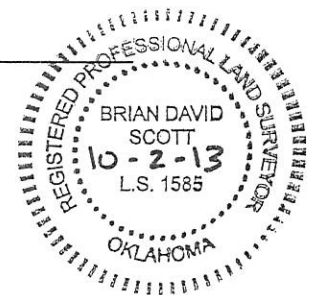
Commencing at the Northeast corner of said N/2 of the SE/4; thence South $88^{\circ}46'52''$ West along the North line of said N/2 of the SE/4, a distance of 449.90 feet; thence South $01^{\circ}13'08''$ East, a distance of 47.77 feet to the POINT OF BEGINNING; thence South $01^{\circ}20'29''$ East, a distance of 42.27 feet; thence North $88^{\circ}46'52''$ East and parallel with said North line, a distance of 302.76 feet; thence South $31^{\circ}03'54''$ East, a distance of 175.95 feet; thence South $01^{\circ}20'29''$ East, a distance of 112.30 feet; thence South $88^{\circ}39'31''$ West, a distance of 284.70 feet; thence North $55^{\circ}57'04''$ West, a distance of 537.72 feet; thence North $89^{\circ}14'39''$ East, a distance of 333.08 feet to the Point of Beginning, containing 131,719 square feet or 3.02 acres, more or less.

Basis of bearing is an assumed bearing of North $88^{\circ}51'59''$ East along the North line of the SW/4 of Section 12, T-18-N, R-15-E, Wagoner County, Oklahoma

This property description was prepared on September 1, 2013 by Brian D. Scott, Licensed Professional Land Surveyor No. 1585

Prepared for: Mehlburger Brawley


Brian D. Scott, PLS #1585
205 Dover Road
Muskogee, Oklahoma 74403
Wk 918.781.3066



Houston St. (E. 81st St. So.)

Lynn Lane (S. 177th E. Ave.)

12

23rd St. (S. 193rd E. Ave.)

JOB 26308 PIECE 04

PARCEL NO. 14.0

COUNTY: TULSA

PROJECT: 23rd Street Improvements
- Kenosha to Houston

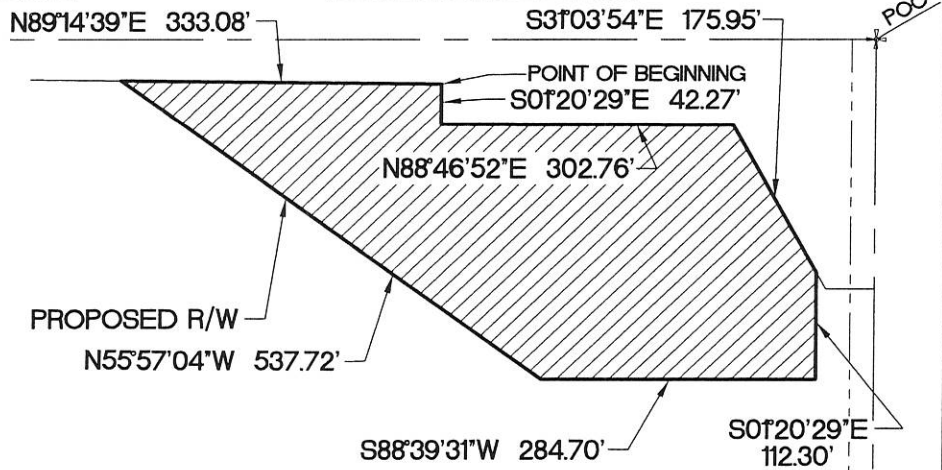
TOTAL PROPERTY DESCRIPTION: N/2 OF THE
SE/4

SEC. 12, T-18-N, R-14-E

Washington St. (E. 91st St. So.)

SCALE 1" = 1600'

BEFORE GROSS	3,484,800.00 SQ. FT.	80.00 ACRES
EXISTING R/W	130,600.78 SQ. FT.	3.00 ACRES
PERMANENT R/W	131,718.72 SQ. FT.	3.02 ACRES
REM IN QTR	3,222,480.50 SQ. FT.	73.98 ACRES
PERPETUAL EASEMENT	0.00 SQ. FT.	0.00 ACRES
TEMP R/W	0.00 SQ. FT.	0.00 ACRES
TEMP R/W	0.00 SQ. FT.	0.00 ACRES



SEE EXHIBIT "A" PARCEL 14.0 FOR LEGAL DESCRIPTION

PREPARED FOR: MEHLBURGER BRAWLEY

Brian D. Scott

BRIAN D. SCOTT, PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1585



SURVEYOR
BRIAN DAVID SCOTT, P.L.S. #1585
205 Dover Road
Muskogee, Oklahoma 74403
Wk 918.781.3066 Fax 918.686.0576
Email: brianscottpls@gmail.com

24.75' STATUTORY R/W

1/16 SEC. LINE

SCALE: 1"=200'

FIGURE 14.0