

# ADMINISTRATIVE SETTLEMENT


**Owner(s):** The Mark S. Drop, Sr. Living Trust  
dated 1991 JP No. 26308(04)  
**Tenant(s):** N/A County Wagoner  
**Date:** March 29, 2017 Parcel No. 12


The owner(s) of the above listed parcel(s) has/have refused the States offer of \$ 13,980.00 but has/have agreed to accept **\$28,500.00**, 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 3/29/2017

**Authorized Negotiation Amount** \$ 13,980.00  
**Addition** \$ 14,520.00  
**Revised Negotiation Amount** \$ 28,500.00

**This Request Initiated By:**

  
Agent: Pam Hansel

  
Supervisor: Sara Wyck

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



OFFER LETTER

The Mark S. Drop, Sr. Living Trust Dated 1991  
P.O. Box 3296  
Covina, CA 91722

County: Wagoner  
Parcel: 12  
Project: 26308(04)

Dear Mr. Mark S. Drop, Sr.:

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 ~~\$13,980.00~~. **Settlement Offer \$28,500.00**

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.

  
(Date)

**March 29, 2017**

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF:
		345			<b>The Mark S. Drop, Sr. Living Trust</b>
FOR AGENCY USE ONLY					Address: _____ City St. Zip _____ FEI No. _____

ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT

FOR  
**\$28,500.00**  
AGAINST

Oklahoma Department of Transportation  
ASSIGNMENT

I hereby assign this claim to \_\_\_\_\_

and authorize the State Treasurer to issue a warrant in payment to said assignee.

Date: \_\_\_\_\_  
Claimant: \_\_\_\_\_

Enter the partial payment or final payment number if claim is to be charged against an encumbered order.	Partial No.	Final No.	TOTAL AMOUNT
			OSF- AUDITED BY

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
DATE				<b>Payment for the acquisition of 0.28 acres of permanent Right-of-Way (P-12) and damages.</b>  <b>Improvements to be purchase include: none.</b>  <b>Damages include: none. This property is a partial acquisition and includes any and all damages within the acquired area.</b>  <div style="text-align: right;">Total Compensation</div>	\$28,500.00	
				J/P No.: 26308(04) Project: STP-172A(457)IG County: Wagoner Parcel: 12  <b>CLAIM 1 OF 1</b>	\$28,500.00	

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.

Subscribed and Sworn before me 4/3/2017 Date Mark S. Drop, Sr., Trustee

State of see attached for notary County of \_\_\_\_\_ Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_ Date \_\_\_\_\_ Notary Public (or Clerk or Judge)

Approval	Pam Hansel	\$28,500.00
Approval	<i>Sara Wylie</i>	\$28,500.00
Approval	<i>Sara Wylie</i>	\$28,500.00
Approval		\$28,500.00
Approval		\$28,500.00
Approval		\$28,500.00

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 \_\_\_\_\_



# SUMMARY OF ACQUISITION

JOB PIECE: 26308(04), COUNTY Tulsa, PARCEL(S) 12

PROPERTY LOCATION: Section 7, Township 18N, Range 15E, Wagoner County

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

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

Mark S. Drop, Sr.  
P.O. Box 3296  
Covina, CA 91722

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>	<u>for parcel</u>	<u>12</u>	<u>for</u>	<u>0.28</u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u>    </u>	<u>for</u>	<u>    </u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u>    </u>	<u>for</u>	<u>    </u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u>    </u>	<u>for</u>	<u>    </u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u>    </u>	<u>for</u>	<u>    </u>	<u>Acres</u>

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$28,500.00

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.

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

- State Warrant in the amount of \$28,500.00 to The Mark S. Drop, Sr. Livng Trust dated 1991
- State Warrant in the amount of      to
- State Warrant in the amount of      to
- State Warrant in the amount of      to

Mark S. Drop, Sr., Trustee  
PROPERTY OWNER / SELLER

4/3/2017  
DATE

N/A  
PROPERTY OWNER / SELLER

DATE

Pam Hansel  
ODOT ACQUISITION AGENT

March 29, 2017  
DATE

**GENERAL WARRANTY DEED  
Oklahoma Statutory Form**

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between  
The Mark S. Drop, Sr. Living Trust dated 1991,  
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 Wagoner, State of Oklahoma, to-wit:

A tract of land being a part of the W/2 of Lot One (1), Block Two (2), Angus Acres, A subdivision of Lot 1, Section 7, Township 18 North, Range 15 East, An addition to Wagoner County, State of Oklahoma, more particularly described as follows:

Beginning at the Northwest corner of said W/2 of Lot 1, Block 2, Angus Acres; thence North 88°59'28" East, a distance of 45.25 feet; thence South 01°20'21" East, a distance of 145.31 feet; thence South 88°39'39" West, a distance of 10.00 feet; thence South 01°20'21" East, a distance of 158.46 feet to a point on the south line of said W/2 of Lot 1, Block 2, Angus Acres; thence South 88°59'28" West along said south line of W/2 of Lot 1, Block 2, Angus Acres, a distance of 35.25 feet; thence North 01°20'21" West, a distance of 303.83 feet to the Point of Beginning, containing 12,163 square feet or 0.28 acres, more or less.

Basis of bearing is an assumed bearing of South 01°20'21" East along the West line of the NW/4 of Section 7, T-18-N, R-15-E

**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: \_\_\_\_\_  
Mark S. Drop, Sr., Trustee

STATE OF California )  
 )§  
COUNTY OF \_\_\_\_\_ )

*see attached  
for notary*

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Mark S. Drop, Sr., Trustee \_\_\_\_\_, 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Form:

Approved as to Substance:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Craig W. Thurmond, Mayor

Attest:

Engineer \_\_\_\_\_ Checked: \_\_\_\_\_  
23<sup>rd</sup> Street ST0914 Parcel # \_\_\_\_\_ 12 \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

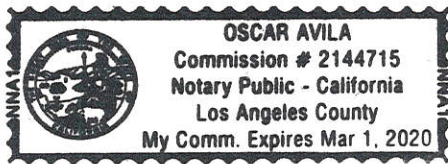
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On April 3, 2017 before me, Oscar Avila, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Mark Steven Drop Sr  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: General Warranty Deed Document Date: 4/3/17  
Number of Pages: 2 Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Mark Steven Drop Sr  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_