

## RIGHT OF WAY AGENT'S LOG

**PROPERTY LOCATION:**

Part of the SE/4 of the NE/4 of the NE/4

**Section 36, Township 18 North, Range 14 East**

**PARCEL NO:** 16.0, 16.1

**PROJECT NO:** S.1609

**COUNTY:** TULSA

**NOT SECURED**

**OWNER/ADDRESS/TELEPHONE:**

Asa Verneal Forbes

**MAILING ADDRESS:**

4373 South Street  
Marianna, FL 32448-4470  
(850)499-3451

**PROPERTY DIRECTIONS:**

11406 S 193<sup>rd</sup> E Avenue

Broken Arrow, OK 74011

The property is at the Southwest corner of 114<sup>th</sup> St So and 193<sup>rd</sup> E Avenue.

**MORTGAGES:**

None

**AUTHORIZED NEGOTIATION AMOUNT:**

	<u>Original</u>	<u>Revised</u>	<u>OFFER</u>
Utility Easement	16.0	<u>4,703.69 SF</u>	<u>N/A</u>
Temp Const Esmt	16.1	<u>5,177.77 SF</u>	<u>N/A</u>

**COUNTER**

<u>OFFER</u>	<u>OFFER</u>
\$20,000.00	NONE

**IMPROVEMENTS:**

None

**DAMAGES:**

None

**TOTAL:** **\$6,860.00** **\$20,000.00**

**REPORT OF ALL CONTACTS:**

7/31/2018:

Introductory letter sent to AF explaining the project and easements descriptions.

10/22/2018:

Received Title Analysis from JF.

10/24/2018:

Offer letter mailed to AF for \$6,860.00. KP

11/1/2018:

I received a call from AF on 11/1/1028 at approximately 12:04 PM. AF was calling about the offer letter he received from the City on his property located at 11406 S 193<sup>rd</sup> E Ave, Broken Arrow, OK 74011 for the County Line Trunk Sewer Replacement S.1609. AF advised that he was "still mad about the way the City done him" on the original trunk line from the 1980's and filed condemnation against him. He advised that he believes that the contractor had stolen an old wagon wheel that was

on his property set in concrete. He advised that the City would not allow him to connect to the sewer although the neighbors did. Afterwards he did get a sewer connection. AF advised me that he was a pipeline inspector, and understands construction. AF continued to explain the problems he encountered during the first construction. I explained I could not correct actions by others that had happened during the first build. I tried to assure him that this project has better oversight and the City would be on hand to assist with any issues that may arise during construction. He said that the offer was not good and he wanted \$20,000.00, no less. He went on to advise that he would only allow a 45-day temporary construction easement. He also wanted to be able to sign off accepting his property back in good condition after the construction. I advised him that I was not authorized to offer him \$20,000.00. He said the City could take him to condemnation.

11/6/2018:

KP sent AF a corrected offer letter dated 11/2/2018. The amount did not change, the type of easement changed and sent with a cover letter explaining the change.

1/24/2019 10:51 AM:

KP called and left a message on voicemail for AF to call me back.

11/2/2018:

Offer letter sent to AF

1/24/2019 11:37 AM:

KP received a call from AF. I advised him that I had discussed a possible revised offer with BC after settling with some neighbors and thought it might be helpful in place of going to condemnation. I asked him if the City was able to revise their offer to around \$10,000, if that amount would make him reconsider? He advised he has no good luck with Broken Arrow and wants \$20,000. AF said, "I could take him to court, as Broken Arrow is no good". I advised I would have a file put together for a condemnation.

2/12/2019:

Received appraisal and value was set at \$5,157.00. The appraisal was below the City's initial offer.

3/12/2019:

Letter to AF informing of condemnation. Enclosed is a landowner's bill of rights brochure.

Legend:

KP – Karen Pax, City of Broken Arrow Right of Way Agent

BC – Bill Cyganovich, Planning Manager

JF – Joe Francis, Attorney with Kivell, Rayment & Francis, P.C.

DR – David Roberson, Appraiser, Roberson + Company Realty Advisors, LLC