

# RIGHT-OF-WAY AGENT'S REPORT

## ACQUISITION

Property Location: NW/4 of the SW/4  
 Section 7 T 18N R 14E

Parcel No. 16  
 Job Piece No. 26308(04)  
 R/W Project No. STP-172A(457)IG  
 County Wagoner

**NOT SECURED**

If estate, indicate status: Probated Not Probated Pending in Court

FEE OWNER(S)  
Abatement Systems, Inc.

ADDRESS/TELEPHONE NUMBER  
**Mailing** (OFFICE USE ONLY)  
 PO Box 773  
 Broken Arrow, OK 74013  
 Steve Fulps, 918-251-2504  
 Cell # 918-636-6624  
 Email: abatement2@aol.com  
**Property finding directions:**  
 SW corner of E College St. &  
 Old Hwy 51.

**Registered Agent: Jon M. Summers**

2400 East College Street  
 Broken Arrow, OK 74014  
 918-251-2504

**Owner Representative: Lewis N. Carter, Attorney**

Doerner, Saunders, Daniel & Anderson  
 Two West Second Street, Ste # 700  
 Tulsa, OK 74103  
 918-591-5253

Tax ID or SS# Unknown

Legal Entry Letter Secured Unknown  
 (Date)

MORTGAGES: (including taxes, assessments and judgments)

**None**

TENANT (including type, terms and date of lease) Secured N/A  
 (Date)

**None**

THE TENANT WAS GIVEN A PROPERTY RIGHTS BROCHURE N/A  
 THE TENANT WAS GIVEN THE RAP BROCHURE AND 90 DAYS WRITTEN NOTICE TO VACATE N/A

AUTHORIZED NEGOTIATION AMOUNT				OFFER	REVISED OFFER	SETTLEMENT AMOUNT	TENANT OFFER
	Original		Revised				
Perp. HE	<u>NA</u>	Acre	<u>NA</u>	Acre			
Perm R/W	<u>P-16</u>	<u>197,786.69 SF</u>	<u>NA</u>	Acre	\$ 138,451.00		
UE R/W	<u>NA</u>	Acre	<u>NA</u>	Acre			
UE R/W	<u>NA</u>	Acre	<u>NA</u>	Acre			
TCE R/W	<u>NA</u>	Acre	<u>NA</u>	Acre			
TDE R/W	<u>NA</u>	Acre	<u>NA</u>	Acre			

**TYPE OF FENCE:**

Access Control Fence	YES	<input type="checkbox"/>	<input type="checkbox"/> NO
ODOT to Fence with 5-Wire Barb	YES	<input type="checkbox"/>	<input type="checkbox"/> NO
ODOT to Fence with Woven Wire	YES	<input type="checkbox"/>	<input type="checkbox"/> NO
ODOT to Fence Chain Link	YES	<input type="checkbox"/>	<input type="checkbox"/> NO
Owner Compensated for Fence	YES	<input type="checkbox"/>	<input type="checkbox"/> NO

CROSS FENCE None

IMPROVEMENT Contributory value of the building(s) & site improvements \$ 115,853.00

DAMAGES None

TENANT IMPROVEMENTS NA

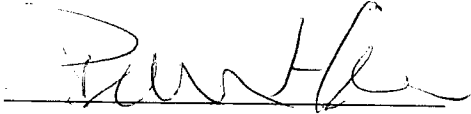
**BUY OUT OFFER TOTAL:** \$ 254,304.00 \$ \$ \$

Supplemental Housing Payment: NA  
 (Owner/Tenant)



Parcel 16

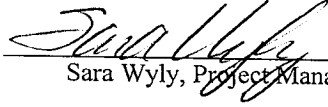
I certify that all secured agreements, if any, including deeds, easements, claims, or correspondence, embody all considerations agreed upon. The agreement was reached without coercion; promise, other than those shown in the agreement; or threats of any kind; by or to either party. It is understood that the parcels are to be secured for use in connection with a Federal Aid or State Aid highway project and that I have no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property and that I made a final title check immediately prior to closing out the negotiations on the parcel.



Right-of-Way Agent

10/12/17

Date



Sara Wyly, Project Manager

11/7/17

Date

**REPORT OF EACH CONTACT**

**THE PROPERTY OWNER WAS GIVEN OFFER IN WRITING AND PROPERTY RIGHTS BROCHURE**

**THE PROPERTY OWNER WAS GIVEN RAP BROCHURE**

**THE PROPERTY OWNER WAS GIVEN WRITTEN REVISED OFFER AND/OR SETTLEMENT OFFER**

DATE	7/15/16	DATE	7/15/16	DATE	N/A
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Lists dates and places of contacts, persons contacted (by phone, in person or by mail, persons present, offer made, counter offer, amount asked by owner), reasons settlement could not be reached any additional information that have any bearing on the settlement or condemnation.

DATE	
10/9/15	UFS prepared and mailed, (certified, return-receipt requested) the NOI to the property owner. UFS received the green card indicating the owner received the NOI.
10/29/15	UFS mailed the Opportunity Letter to the property owner.
11/3/15	UFS received the green card indicating the N. Vacin signed for receipt of the Opportunity Letter.
6/3/16	This property consists of 4.54 acres of land and improvements, (197,786.69 square feet) and is a total acquisition.  UFS received the Appraisal, Offer Letter and Summary Statement of Just Compensation stating the total compensation to be \$254,304.00, of which \$138,451.00 is attributed to the land value @ \$0.70 per square foot and \$115,853.00 is the contributory value for the site improvements.
6/9/16	This parcel was assigned to UFS acquisition agent, Pam Hansel.
6/17/16	<b><u>I performed an on-line title search. Title to this property is in the name of Abatement Systems, Inc.</u></b> There were no liens of record.
6/22/16	I called the contact person, Steve Fulps to arrange a meeting to present the offer. He informed me that he needs his partner to also be at the presentation and will check with him as to when he would be available. I also mentioned that I need the relocation agent, Amanda Murrell, attend. I suggested that he provide a couple of choices as to the day and time. <b>Time spent on phone call: 5 minutes</b>
6/23/16	I received a call back from Steve Fulps. Neither he nor his partner will be available until after the week of the 4 <sup>th</sup> of July. We agreed not to mail the offer packet as they would prefer it be presented in person and if it had been mailed, there would be no one available to review it. We agreed that I would get back in touch with them the week after the 4 <sup>th</sup> . <b>Time spent on phone call: 3 minutes</b>
7/12/16	I called Steve Fulps and talked to Amanda Murrell. We arranged to meet on Friday, the 15 <sup>th</sup> at 10:00. <b>Time spent on phone call: 3 minutes</b>
7/15/16	<b>10:00 – 10:45, Steve Fulps</b> Amanda Murrell, UFS relocation agent, and I met with Steve Fulps and his partner, John Sumners as scheduled. We introduced ourselves and Amanda explained that she would discuss their relocation benefits once I presented them with the offer.  I provided an offer packet for both gentlemen and explained that as they are aware, the City of Broken Arrow, and ODOT, needs their entire property for the bridge and road improvements on this project.  We then reviewed the offer in the amount of \$254,304.00 which includes the land and improvements. We looked through the appraisal and it was noted that the appraiser appraised the property as light industrial. They disagreed with the zoning assessment and indicated that the city has designated the highest and best use of this land is commercial in their master plan for the area. They stated that they had discussed this with the appraiser however they got the impression at the time that he would be basing his value in its current use as light industrial. They asked for a copy of the appraisal of which I had available for them after they signed a written request.  They stated that they would be obtaining their own appraisal before considering how much they would counter the offer at. I suggested they stay in touch and if I haven't heard back from them by the first part of August, I would follow-up as to the status of when they expect to have the appraisal.  We reviewed all the documents in the offer packet; however they did not sign anything. Steve Fulps provided his cell phone number of 918-636-6624.



JOB PIECE	26308(08)
PROJECT	STP-172A(457)IG
COUNTY	Wagoner
PARCEL	16
OWNER	Abatement Systems, Inc.

a property owner and with the closure of 51, that's exactly what would happen, ie, he would be land-locked from entering the remainder of the property.

Although he was taken back by the closure and is disappointed that they cannot retain the remainder of the property he will work on providing a counter offer. They've been looking for a replacement site, however and have found property values well exceed the amount of the offer. At one time he talked about getting an appraisal, however isn't sure that's the direction they will take.

I told him that although I don't have a closure date for this project, its coming up soon and need a counter offer in the next few weeks. We also discussed proceeding through condemnation if he's not able to negotiate a settlement. He's aware of the process and will definitely go that route if and when it becomes necessary.

**Time spent on phone call: 10 minutes**

1/20/17 Mailed the 1<sup>st</sup> notice requesting a counter offer no later than February 1, 2017. The notice also states that if settlement cannot be reached by February 28, the file will be forwarded to the City for condemnation.

2/9/17 I placed a call to Steve Fulps to follow-up on when I can expect to receive a counter offer. He informed me that he's been out-of-pocket with his father's health issues the past couple of weeks and hasn't had a chance to meet with his appraiser to come up with a counter offer.

He will try to have an answer in the next few days.

**Time spent on phone call: 2 minutes**

2/13/17 In receipt of a letter from Mr. Fulps to ODOT. He states that:

*"Please be advised that we have not been provided nor shown plans, as they relate to our property, for the Street Improvements referenced above. Your Designees have offered and we have requested a viewing of the plans numerous times in the past, but to no avail. Therefore, we remain in the dark as to the State's intended use of the property and unable to make informed decisions regarding our company's future.*

*Once again, we request a viewing of the plans, at your earliest convenience."*

2/15/17 I've forwarded the information to the project manager.

7/31/17 In a meeting with the property owners and Sara Wyly, Bill Cyganovich and Tom Hendrix, the owners were advised that Old Hwy 51 will not be shut down. In addition, four possible considerations for this property were proposed as outlined by the project manager, Sara Wyly:

**We are going to look at Exhibit 1 first**, this is a total acquisition of the entire parcel and what the presented offer is based on.

Current acquisition offer: \$254,304.00

Relocation benefits would also apply in this situation. It would not be any cost associated with the purchase of the replacement land, building the shell structure including flooring, exterior walls, roof or bringing utilities to the structure. Relocation benefits could be considered once the shell structure is brought up to a white box standard. This means that basic heat and air, basic utilities, septic, concrete pad and any other item necessary to bring the structure to a white box would not be considered.

**Now looking at Exhibit 2:** This proposes to purchase the building, but not the entire site. I am not an appraiser, but based on the appraised value of \$32.00/SF with land included in this amount found within the appraisal I can assume the offer for this scenario would be something close to what is shown below.

4,986 SF building x \$32/SF (land included) = \$159,552.00. Based on my conversation with a local appraiser, there might be some additional compensation for gravel and/or concrete but it would be minimal.

In this instance, assuming the building was acquired you would be eligible for relocation benefits. The relocation benefits would be the same as described in exhibit 1.

**Exhibit 3** was just a possible layout of a new building on your current site, so there is no explanation necessary.

**Exhibit 4** is for a 60' r/w with a 4' high retaining wall. In this instance, the building would remain in place but it would not meet the necessary set back, so it would be left legally nonconforming. We discussed what this meant at the meeting that you attended with the City, but basically if the building was damaged in a fire or some other incident, the building could not be reconstructed as it. You would be required to tear the building down and rebuild meeting the setback requirement, unless some sort of variance was granted. Please note that approving a variance CAN NOT be part of this acquisition. Variances are dealt with on a case by case basis and will not be tied to this acquisition.

In this instance, we would need an appraiser to provide an amount of damage caused to the building by the proposed r/w and retaining wall. I do not have the information in the existing appraisal to even provide an idea. Also, there would not be relocation benefits associated with this scenario as the building would remain in place and continue to function the same as before the acquisition.

My hope is that this gives you an idea of what you might expect for the different scenarios, however I do need you to



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PROJECT	STP-172A(457)IG
COUNTY	Wagoner
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**DATE: REPORT OF EACH CONTACT PAGE 2 of 4**

	Amanda then provided information as to their relocation benefits. <b>Time spent with owners: 45 minutes</b> <b>Mileage: 19 miles</b>
7/18/16	I mailed a notice to the Wagoner County Treasurer requesting information relating to ad valorem taxes and personal property taxes, past-due and proposed for 2016.
8/3/16	In receipt of the tax statement for personal property in the amount of \$19.00. Ad valorem property tax estimate for 2016 is \$1,637.00.
9/29/16	I left a message for Steve Fulps to contact me regarding a counter offer.
9/30/16	Mr. Fulps returned my call from yesterday. I apologized for not getting back to him sooner than this and asked if he had had time to obtain an appraisal as he mentioned he was going to do when the offer was presented. He stated that he has talked to a couple of appraisers however has not selected one as yet.  He indicated that he's not going to proceed further with any part of this transaction until he meets with an engineer who can explain why the plans have changed from approximately 5 years ago when he learned about the project and was told that only 2/3's of his property would be needed. Now it's necessary to purchase the entire site and he wants to know why.  I attempted to explain that in looking at the construction sheet, there appears to be a lot of drainage issues that will be addressed along with widening 23 <sup>rd</sup> Street in this area along College Street. I also commented that it's my understanding that although the project doesn't actually need the entire footage of his land, there won't be sufficient land left for him to continue his business in this location.  He was not satisfied with this explanation and will go no further until he talks to an engineer. I told him that I would meet with the project manager on Monday and see how soon we can get someone out there to talk to him. <b>Time spent on phone call: 5 minutes</b>  I talked to the project manager about having someone get in touch with Mr. Fulps.
10/4/16	I called Mr. Fulps and let him know that we have addressed his request for an engineer or someone familiar with the project design, to meet with him. I suggested it could take some time, ie, I have no idea when this will take place however I told him that I had given his name and office phone number as a means of getting in touch with him. <b>Time spent on phone call: 2 minutes</b>
1/6/17	I called Mr. Fulps to talk about the project and the possibility of receiving a counter offer without meeting with an engineer since I still haven't heard whether or not the City or ODOT will be sending someone out to see him. I told him that even if someone comes out, I don't know that they can tell him any more than what I've told him in that the project plans have changed since he last heard from the City and the remainder of the property isn't sufficient for them to remain in business in the same manner as they're accustomed too, therefore they are now offering to acquire the entire area.  He's not satisfied with that answer. He wants to know the reason for the change because they would like to retain the remainder for another purpose. I asked if he has a drawing of the area in question from when they talked to the City a few years ago. He stated that he will pull his file to see what he has and get back to me Monday, the 9 <sup>th</sup> . <b>Time spent on phone call: 5 minutes</b>
1/9/17	I called Steve Fulps. As to meeting to review his file, apparently the documents he has from several years ago are the same as what I presented with the offer. The maps however are incomplete as neither the right-of-way map nor the construction sheets show the improvements on the property in comparison to the total property. Without this information, it's impossible to determine what the extra land is needed for.  I told him that I would do some more research and get back to him. <b>Time spent on phone call: 5 minutes</b>
	I met with Kim Wall and the project manager, Sara Wyly to discuss the excess land on this parcel. Sara informed me that it's her understanding that Old Highway 51 will be closed after the project however she is not aware of where it will be closed. With the closure of this road, there would be no access to the remainder. At this point, there's virtually no access to Old Highway 51 from College shown on the plans, in fact, College Road ends at this parcel.  Although it appears of the 4.5 acres of land, approximately 2 acres is needed for the project leaving 2.5 acres, another reason (even if access was possible) for acquiring the entire property is the "over 50% value" policy that ODOT follows (the City is complying with ODOT policies on this project). IE, if the land and improvements within the actual area needed for construction is valued at 50% or more, ODOT will automatically offer to acquire the entire property. And in this case, that would be the decision since all the improvements are within the area needed for the road.
1/10/17	I emailed a copy of the map Kim Wall made notes on and left a message for Steve Fulps to contact me to discuss it after he's reviewed it.  I called Steve Fulps and explained the closure of Old Highway 51 and the 50% value policy. He wasn't aware of closure of 51 however was aware of the fact that College Road ends at his property. I also noted that it's against the law to land lock









JOB PIECE	<u>26308(06)</u>
PROJECT	<u>STP-172A(457)IG</u>
COUNTY	<u>Tulsa</u>
PARCEL	<u>16</u>
DISPLACEE	<u>Abatement Systems, Inc.</u>

**D. REMARKS AND DATES OF SUBSEQUENT CONTACTS**

11-17-15 UFS Agent Terri LeBlanc met with the property owner and conducted the initial interview. Mr. Steven Fulps president from Abatement Systems, Inc. signed the 1804 and Commercial Interview.

Terri met with Steven Fulps at the displacement property. Mr. Fulps is the vice president of Abatement Systems, Inc. They conduct full contamination cleanup of Asbestos, leadpaint, etc. They are licensed to operate in 7 states.

Terri explained to be eligible for relocation assistance she needed to obtain their signatures on the 1804 form that certified his lawful presence in the United States. Mr. Fulps signed an 1804 form as US citizens.

Terri discussed relocation benefits and what benefits Abatement Systems, Inc. may be eligible for as displaced business. she went over the commercial move options & reestablishment expenses in more detail. (1)Self-Move/move based on an agent's estimate and no documentation is needed. (2)Commercial Mover/requires pre-approval/two commercial movers will come out and give us a bid; the ODOT will generally approve the lower of the two. The displacee will pay the mover and the ODOT will reimburse the displacee the cost. (3)Documented Self-Move/requires pre-approval/document each cost for labor, equipment, tools, gas, trucks, etc./displacee will submit receipts and the ODOT will reimburse a cost that is reasonable and necessary **OR** (4) A combination of the moves thereof. I went over the site searching expenses, not to exceed \$2,500.00 which requires documentation and receipts of time spent, transportation and meals incurred by the displacee, and/or fees paid to an agent or broker to locate a site. I briefly described the Actual Direct Loss of Tangible Personal Property, in which the displacee may decide not to move certain items of personal property, or to discontinue the operation. This payment is designated to compensate for some of that loss. There are two situations and methods of computing that payment. (1) If the item is not replaced. Payment will be the lower of: fair market value of item (in place value); minus the proceeds of the sale (must at least attempt to sell); plus reimbursement of the sale expenses; or the estimated cost of moving the item (up to 50 miles) (2) If the item is replaced with new. Payment will be the lower of: cost of substitute item, including installation costs minus proceeds from the sale or trade-in of the old item; or estimated costs of moving (up to 50 miles) and reinstalling the old item.

She also explained that in addition to the move, if the ODOT determines that they are a displaced business, they **MAY** also be eligible to receive reestablishment expenses. I went over the eligible and ineligible expenses listed in the brochure. I also informed them that advertisement of the new replacement location may not exceed \$2,500.00. I explained the In-Lieu of option as a payment based on the last two years income tax information. It requires an application and approval for a payment of \$1,000 - \$20,000 depending on the average of the two years and other factors. This payment is in lieu of the payments he may receive for actual moving and related expenses, and actual reasonable reestablishment expenses.

All the above items were explained while going over the relocation brochure of which was left with Mr. Fulps for his review.

05-19-16 Terri LeBlanc has left the project area and this file has been reassigned to me Amanda Murrell to complete the relocation on.

06-03-16 Received FMV offer in the total amount of \$254,304.00. Assigned Acquisition agent is Pam Hansel.

07-12-16 After 3 separate phone calls I was able to get ahold of Mr. Fulps and scheduled a time to meet on Friday July 15, 2016 at 10am at the displacement property. Duration of phone call lasted 5 minutes.

07-15-16 Myself and UFS acquisition agent Pam Hansel met with Mr. Fulps and his partner John Sumners to present the acquisition offer and relocation eligibility. Pam presented the offer in the amount of \$254,304.00 for land and improvements. Mr. Fulps was very upset that the appraiser indicated that the property is light industrial. He stated that the City has designated the highest and best use of this land as commercial in their master plan for the area. They asked for a copy of the appraisal and which Pam gave them after they provided a written request.

They then stated that they would be obtaining their own appraisal before considering how much they would counter. They were unhappy with the offer. I briefly explained relocation benefits and Mr. Fulps stated that he remembered most of it from when Terri had discussed it with him. He stated that the relocation benefits seemed minor to him if he couldn't get on the same page with the City of Broken Arrow in terms of the acquisition. I told him that I understood but that I wanted to make sure that he understood the full scope of his benefits. He stated that he did.

I told him that I would mail him his officially not less than 90 day notice that establishes relocation benefits as well as a relocation brochure outlining what we discussed.

Mailed 90 day notice and Relocation brochure to Mr. Fulps. Copy of cover letter has been placed in the relocation file.

09-30-16 Pam Hansel informed me that she is still working with Mr. Fulps and that he is upset that the partial is a total take as he has interest in keeping his remaining land. She stated she felt this parcel might be headed to condemnation.

I called and left a message for Mr. Fulps as I was wanted to discuss setting up some movers to come see the property and give me estimates.

07-31-17 In a meeting with the property owners and Sara Wyly, Bill Cyganovich and Tom Hendrix, four possible considerations for this property was proposed as outlines by the project manager, Sara Wyly:

**We are going to look at Exhibit 1 first**, this is a total acquisition of the entire parcel and what the presented offer is based on.

Current acquisition offer: \$254,304.00

  
Amanda Murrell, Relocation Agent



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COUNTY	<u>Tulsa</u>
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My hope is that this gives you an idea of what you might expect for the different scenarios, however I do need you to understand that the only offer on the table is to purchase the entire parcel. Should we not be able to reach an agreement, the City of Broken Arrow would have to follow ODOT's policies and procedures and submit this parcel to begin condemnation as a total acquisition. I in no way mean this as a threat, I simply want you to have all the facts in order to make an informed decision.

Lastly, I have been informed by the City that we have reached the end of our negotiations on this entire project. They have agreed to allow you 30 days to consider these options and if an agreement isn't reached they will take the necessary action to acquire the right of way thru the legal system.

I would be more than happy to meet with you or provide any answers that I can to assist you in your decision. If you have a question about what might be considered an eligible relocation item, please call me and we can discuss the issue. I look forward to hearing from you soon.

Kindest regards,  
 Sara

- 10-12-17 Mr. Fulps has responded to Sara Wyly and indicated that based on the information provided they are not agreeable to any of the options suggested and wish for the file to be submitted to condemnation.
- 11-5-17 File Forwarded for Condemnation. This is a non residential file and therefore due to Oklahoma state laws as well as ODOT policy and procedures any relocation benefits because part of the definition of just compensation and therefore part of the file condemnation award. This is the final documentation that is anticipated for this file and UFS will cease any and all activity on this file unless otherwise instructed by the City of Broken Arrow or the Oklahoma Department of Transportation.

  
 Amanda Murrell, Relocation Agent

