



## 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 Scraper & Danny Lee Scraper

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:

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

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 Scraper &amp; Danny Lee Scraper</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 Scraper

Margaret Couch Scraper  
PROPERTY OWNER / SELLER

Danny Lee Scraper

Danny Lee Scraper  
PROPERTY OWNER / SELLER

Pam Hansel

Pam Hansel  
ODOT ACQUISITION AGENT

3-20-17  
DATE

3-20-17  
DATE

3/13/17  
DATE

# ADMINISTRATIVE SETTLEMENT

**Owner(s):** Margaret Couch Scraper and Danny Lee Scraper  
**Tenant(s):** N/A  
**Date:** March 8, 2017

JP No. 26308(04)  
County Tulsa  
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 Wyle

ODOT Right-of-Way Agent OR  
(circle one)

Contract Fee Agent Universal Field Services, Inc.

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 31<sup>st</sup> St.  
Lawton, OK 73507

County: ~~Wagoner~~ **Tulsa** *ph*  
Parcel: 3, 14  
Project: 26308(04) *MC5*

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** *ph MC5*

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: \_\_\_\_\_  
23<sup>rd</sup> 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:

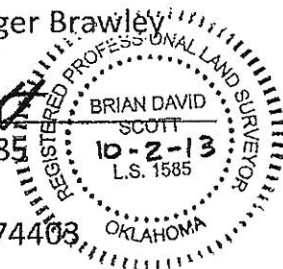
Commencing at the southeast corner of said SE/4; thence North 01°20'29" West along the east line of said SE/4, a distance of 1321.16 feet; thence South 88°47'14" West, a distance of 24.75 feet to a point on the west statutory right-of-way line and POINT OF BEGINNING; thence South 88°47'14" West, a distance 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.)

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



24.75' STATUTORY R/W

50'

S31°03'54"E 20.17'  
N88°39'31"E 25.25'

60'

N01°20'29"W 1078.54'

S01°20'29"E 1061.11'

PROPOSED R/W

23rd STREET  
SEC. LINE (23rd STREET/S. 193RD E. AVE.)

60'

24.75' STATUTORY R/W

S88°47'14"W 35.25'

1/16 SEC. LINE

POINT OF BEGINNING

SCALE: 1"=200'

FIGURE 3.0

**GENERAL WARRANTY DEED  
Oklahoma Statutory Form**

THIS INDENTURE is made this 20<sup>th</sup> 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 Cromwell

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20<sup>th</sup> 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: \_\_\_\_\_  
23<sup>rd</sup> Street ST0914 Parcel # 14

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

Exhibit "A"

Parcel 14.0

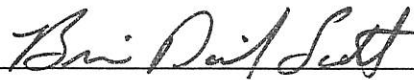
A tract of land being a part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 12, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, more particularly described as follows:

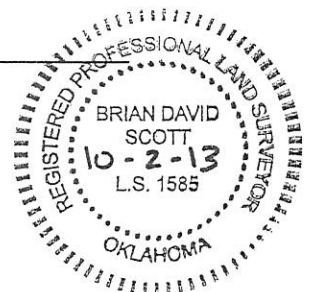
Commencing at the Northeast corner of said N/2 of the SE/4; thence South 88°46'52" West along the North line of said N/2 of the SE/4, a distance of 449.90 feet; thence South 01°13'08" East, a distance of 47.77 feet to the POINT OF BEGINNING; thence South 01°20'29" East, a distance of 42.27 feet; thence North 88°46'52" East and parallel with said North line, a distance of 302.76 feet; thence South 31°03'54" East, a distance of 175.95 feet; thence South 01°20'29" East, a distance of 112.30 feet; thence South 88°39'31" West, a distance of 284.70 feet; thence North 55°57'04" West, a distance of 537.72 feet; thence North 89°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°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

N89°14'39"E 333.08'

S31°03'54"E 175.95'

POINT OF BEGINNING  
S01°20'29"E 42.27'

N88°46'52"E 302.76'

PROPOSED R/W

N55°57'04"W 537.72'

S88°39'31"W 284.70'

S01°20'29"E  
112.30'

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



60'

24.75' STATUTORY R/W

1/16 SEC. LINE

SCALE: 1"=200'

SEC. LINE (23rd STREET/S. 193RD E. AVE.)

FIGURE 14.0