

# ADMINISTRATIVE SETTLEMENT

**Owner(s):** The Mark S. Drop, Sr. Living Trust  
dated 1991  
**Tenant(s):** N/A  
**Date:** March 29, 2017

**JP No.** 26308(04)  
**County** Wagoner  
**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**

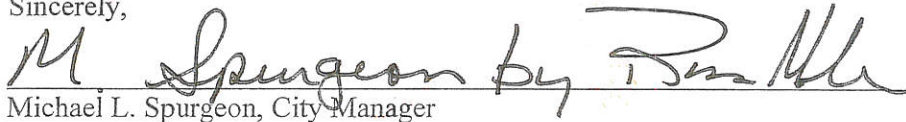
Of the above amount, \$0.00 is for damages.

**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) 6/22/16

**March 29, 2017**

[illegible]





**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:

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

Approved as to Substance:

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

Attest:

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

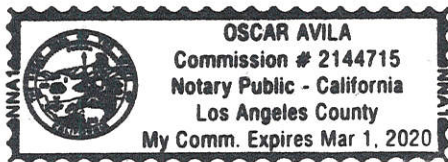
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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: \_\_\_\_\_