

## RIGHT OF WAY AGENT'S LOG

**PROPERTY LOCATION:**

Part of the Northeast Quarter of the Southwest Quarter  
Section 1, Township 17 North, Range 14 East

**PARCEL NO:** 2.1, 2.2**PROJECT NO:** S.1609**COUNTY:** TULSA**NOT SECURED****OWNER/ADDRESS/TELEPHONE:**

Margaret Crawford and spouse if any

**MAILING ADDRESS:**

18303 E 131<sup>st</sup> St So

Broken Arrow, OK 74011

**PARCEL ADDRESS:**

Behind 12720 S 185<sup>th</sup> E Ave.

Broken Arrow, OK 74011

(918) 455-4305

**PROPERTY DIRECTIONS:**

The property is located behind  
12720 S 185<sup>th</sup> E Ave, Just north  
Jasper (131<sup>st</sup> St So) and 185<sup>th</sup> E  
Ave on the west side.

**MORTGAGES:**

NONE

\*\*Property owner owns multiple parcels and the paperwork dealt with both properties at the same time.

**AUTHORIZED NEGOTIATION AMOUNT:**

	<u>Original</u>	<u>Revised</u>	<u>OFFER</u>	<u>REVISED OFFER</u>	<u>SETTLEMENT AMOUNT</u>
TCE R/W P-2.1	<u>7,817.76 SF</u>	<u>N/A</u>	\$234.53	\$375.25	
TCE R/W P-2.2	<u>17,811.64 SF</u>	<u>N/A</u>	\$534.35	\$854.96	

**IMPROVEMENTS:**

None

**DAMAGES:**

None

<b>TOTAL:</b>	<b>\$ 770.00</b>	<b>\$1,240.00</b>
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**REPORT OF ALL CONTACTS:****7/31/18:**

Introductory Letter sent to landowner explaining the project along with introductory documents for a Temporary Construction Easement. KP

**8/20/18:**

Received a voice mail from TM asking KP to call him. KP

**8/30/18:**

KP a letter from TM advising he had left a voice mail for me a couple weeks ago; advising all contact for MC be made through TM; make an offer for the easements; requesting a letter from a signing

authority of pre-conditions and post conditions that will be met on MC property; pay MC attorney fees. KP

**9/18/18:**

KP emailed TM advising that I had just returned to the office after an extended leave. Advising him that I would gather information for him and get back with him and if he had questions in the interim to contact me. KP

**9/26/18:**

KP left a voice mail from TM to contact me. KP

**10/24/18:**

Mailed offer letter for a Temporary Construction Easement based on market analysis to landowner for \$830.00. KP

**11/6/18:**

KP called TM asking for a status of the City's offer to his client MC. He only advised that he sent a letter yesterday. KP

**11/8/18:**

The City Manager Michael Spurgeon received a letter from TM regarding the County Line Trunk Sewer Project. MS forwarded the letter to KP. The letter states that TM's client MC is not predisposed to cooperate to any significant degree with the City; Advised in the 1980's when the original sewer line was installed that the installation crews took excessive liberties and performed their duties like a "bull in a china cabinet"; Noting that TM recently experienced the same treatment on his farm in Inola with a ½ mile of installation of a similar nature and he is still dealing with the destruction caused by the workers; In closing advising the sum offered is woefully inadequate, no matter what little space they seek. KP

**11/9/18:**

KP responded to TM's letter and included copies of the original easements on this property. I sent a copy of Utility Easement book 4812, page 860-861; I advised TM that the previous installation was in the 1980's and the contracts the City has in place at this time will not allow property to be left in any condition other than in the same state it was at the time of construction or better. I went on to advise him the construction method allowed to insure that completed pipe is immediately covered and that City construction inspectors would be on site daily throughout the project. Explaining that the easements are written for 2 years as it is a long project although the anticipated time on his clients property would be about 2 months and that there would be follow up watering of sod and checking on a creek crossing that is installed on this property. I then advised TM that the offer letter is for rental only. In closing I advised TM that if the contractor so desired to make any other use of her land that would in fact be by separate agreement between her and the contractor and not the City.

**1/7/19 12:20:**

KP called TM and asked what the status of the negotiation with his client MC. I advised him that I had not heard back from him since responding to his letter. TM advised that my "letter did not give him any new information". TM said, "he guesses he should make an appointment with his client and talk to him to see how much they want to counter at". I told TM that having no discussions was not helping this move forward. KP

**1/23/19:**

Received appraisal from Roberson + Company Realty Advisors, LLC. KP

**1/24/19 10:48:**

I called and left a message for TM to call me. KP

**1/28/19 11:08:**

Received an email from TM advising he has a meeting scheduled with JM on 2/4/19. KP

**01/29/19**

Mailed a final offer letter based on appraisal for \$1,240.00 to MC and TM along with Landowner bill of rights flyer. KP

**01/29/19:**

Emailed a final offer letter based on appraisal for \$1,240.00 to TM along with Landowner bill of rights flyer and the appraisal. KP

**2/6/19:**

Received Analysis of 30 Year Title Report from JF. KP

**2/6/19:**

Sent the file to the City of Broken Arrow legal department requesting condemnation. KP

**LEGEND:**

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

MC – Margaret E Crawford, Property Owner

MS – Michael Spurgeon, City Manager for the City of Broken Arrow

TM – Ted L. Moore, Attorney at Law

DR – David Roberson, MAI, SRA, Manager, Roberson + Company Realty Advisors, LLC  
Contract Appraiser for the City of Broken Arrow, Oklahoma

JF – Joe B. Francis, Attorney, Kivell, Rayment & Francis, Contract Attorney for the City of  
Broken Arrow, Oklahoma