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Doc # 2019054737 Page(s): 10

06/21/2019 11:17:33 AM

Receipt # 19-33478

Fee: \$ 31.00

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

CITY OF BROKEN ARROW,
OKLAHOMA, a Municipal Corporation,

Plaintiff,

vs.

JOE H. WILSON AND REBECCA J. WILSON;
OCCUPANTS OF PREMISES; SPECIALIZED
LOAN SERVICING LLC; GLOBE LOAN
SERVICE; ONE GAS, INC., an Oklahoma Corp.;
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY; AND DENNIS SEMLER,
COUNTY TREASURER OF TULSA COUNTY,

Defendants.

Case No. CJ-2019-182

Judge: Cantrell

**DISTRICT COURT
FILED**

JUN 21 2019

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

JOURNAL ENTRY OF JUDGMENT

COMES THIS MATTER before me, the undersigned Judge of the District Court, on this 19 day of June 2019, upon the application of Plaintiff City of Broken Arrow and Defendants Joe H. Wilson and Rebecca J. Wilson, wife and husband, for an Order vesting title to the land in Plaintiff for permanent right-of-way and authorizing damages in the amount of Eighteen Thousand Dollars and 00/100ths (\$18,000).

The City of Broken Arrow appears by and through its attorney of record Tammy Ewing. The Defendants Joe H. Wilson and Rebecca J. Wilson appear on behalf of themselves. The Defendant Specialized Loan Servicing, LLC appears by and through its attorney of record Carolyn Hebert. The Defendants Board of County Commissioners of Tulsa County and the Tulsa County Treasurer appear by and through their attorney of record Douglas Wilson. The Defendant ONE Gas, Inc. appears by and through its attorney of record John Dale. The Defendant Oklahoma Natural Gas appears by and through its attorney of record Dustin Frederick.

The Defendants Joe H. Wilson and Rebecca J. Wilson do not contest the validity or propriety of the taking and agree to accept the amount of \$18,000.00 as full compensation and settlement of damages for the tract of land taken.

The Court is fully advised and FINDS as follows:

1. The filing of this condemnation action, the appointment of the Commissioners, the Oaths of Commissioners and the Commissioners' subsequent Report are regular in all respects.
2. No party has demanded a jury trial on the propriety of the taking or the damages sustained. Therefore, each party has waived the right to a jury trial as to all issues.
3. The taking of the property described in the pleadings is necessary for the purpose of the Plaintiff and said property was heretofore owned by Joe H. Wilson and Rebecca J. Wilson, husband and wife, by virtue of a Warranty Deed dated March 29, 1996 and recorded on April 2, 1996 with the Tulsa County Clerk's Office. The property described below is hereby ordered taken and condemned under the power of eminent domain and the City of Broken Arrow is declared to be the owner of the permanent right-of-way.
4. The Defendant Board of County Commissioners claims no right, title or interest in the subject property. The Defendant Tulsa County Treasurer claims no delinquent *ad valorem* taxes or delinquent personal property taxes through April 1, 2019.
5. The Defendant Oklahoma Natural Gas, a division of ONE Gas, Inc., filed an Entry of Appearance and Request for Reservations on February 8, 2019.
6. The Defendant ONE Gas, Inc. filed an Entry of Appearance on February 20, 2019. On March 15, 2019, the Court entered a Journal Entry of Judgment for Defendant ONE Gas, Inc. reserving certain rights of way and easements.

7. Globe Loan Service, the judgment creditor in a small claims case against a Rebecca Wilson, was properly served, but did not file an Entry of Appearance. An agent of Globe Loan Service informed the Plaintiff that it appeared the Rebecca Wilson who is a landowner in this case is not the Rebecca Wilson against whom Globe Loan Service obtained its money judgment.

8. Service of process has been perfected as provided by law on all Defendants having compensable interests in the property and on Defendants having lien and/or mortgage claims or claims of title against the property.

9. On April 17, 2019, the Plaintiff deposited with the Clerk of this Court the sum of \$18,000.00 pursuant to the Report of Commissioners filed in this case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's acquisition of the property, together with all other relief prayed for in its Petition, is hereby granted, approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the City of Broken Arrow is the owner of a permanent right-of-way on the following described land:

PARCEL 4:

FEE SIMPLE PERMANENT RIGHT-OF-WAY:

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 17, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of Section 17, Township 18 North, Range 14 East, Tulsa County; Thence along the South Line of the Southwest Quarter of Section 17, N88°41'38"E a distance of 1527.25 feet; Thence N01°18'22"W a distance of 50.00 feet to the Point of Beginning; Thence parallel with the South Line of the Southwest Quarter of Section 17, N88°41'38"E a distance of 210.00 feet to a point on the West Right of Way line for South Butternut Avenue; Thence along said Right of Way line, N01°18'22"W a distance of 25.00 feet; Thence S43°41'38"W a distance of 14.14 feet ; Thence S88°41'38"W a distance of 200.00 feet; Thence S01°18'22"E a distance of 15.00 feet to the Point of Beginning, containing 3200 square feet, 0.0735 acres.

Bearings based on Oklahoma State Plane Grid Zone North

PARCEL 4A:

TEMPORARY CONSTRUCTION EASEMENT:

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 17, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of Section 17, Township 18 North, Range 14 East, Tulsa County; Thence along the South Line of the Southwest Quarter of Section 17, N88°41'38"E a distance of 1527.25 feet; Thence along the West line of a tract of land described in a General Warranty Deed filed as Book 5800, Page 2359 at the office of the Tulsa County Clerk, N01°18'22"W a distance of 65.00 feet to the Point of Beginning; Thence parallel with the South line of the Southwest Quarter, N88°41'38"E a distance of 92.75 feet; Thence N01°18'22"W a distance of 15.00 feet; Thence S88°41'38"W a distance of 92.75 feet; Thence S01°18'22"E a distance of 15.00 feet to the Point of Beginning, containing 1391 square feet, 0.0319 acres.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all rights of way and easements granted to Oklahoma Natural Gas, Company (ONG), a division of ONE Gas, Inc., as to the above property are reserved to ONE Gas, Inc, as more particularly set forth in, among other things, that certain Right of Way Agreement in favor of ONG dated March 22, 1967, filed April 11, 1967, and recorded as Document No. 67372951 in the Office of the Tulsa County Clerk; Right of Way Agreement in favor of ONG dated March 23, 1967, filed April 11, 1967, and recorded as Document No. 67372954 in the Office of the Tulsa County Clerk; Right of Way Agreement in favor of ONG dated March 31, 1967, filed April 26, 1967, and recorded as Document No. 67375225 in the Office of the Tulsa County Clerk; and Assignment and Assumption of Real Property Interest in favor of ONE Gas dated January 20, 2014, filed February 7, 2014, as Document No. 2014010512 in the Office of the Tulsa County Clerk, and pursuant to the franchise agreement between ONG and the City of Broken Arrow.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as of April 17, 2019, the date of the tender of payment of the sum of Eighteen Thousand Dollars and 00/100ths (\$18,000.00), the Defendants Joe H. Wilson, Rebecca J. Wilson, Specialized Loan Servicing, Inc., Global Loan Service, and all persons claiming by, through or under them, have no further right, title or interest in and to said land inconsistent with the Plaintiff's ownership, and are hereby enjoined from ever asserting any claim to said land adverse to the rights of the Plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sum of \$18,000.00 includes full compensation for the subject property, any damages to the remainder, any claims or causes of action known or unknown, as well as all attorney's fees, engineering fees, appraisal fees, cost and expenses.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk shall disburse funds in the amount of \$14.00 to the Tulsa County's Treasurer for 2019 pro rata taxes; and \$17,986.00 to Joe H. Wilson and Rebecca J. Wilson, 11709 East 91st Street, Broken Arrow, Oklahoma 74012.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear its respective costs and attorney's fees included herein.

DAMAN CANTRELL

JUDGE OF THE DISTRICT COURT

APPROVED:



Joe H. Wilson
11709 East 91st Street
Broken Arrow, Oklahoma 74012

APPROVED:

Rebecca J. Wilson
Rebecca J. Wilson
11709 East 91st Street
Broken Arrow, Oklahoma 74012

APPROVED:

Carolyn Hebert
Kozeny & McCubbin
609 S. Kelly Ave., Suite A-2
Edmond, OK 73003
Attorney for defendant Specialized Loan Servicing, LLC

APPROVED:

Douglas A. Wilson
Assistant District Attorney
500 S. Denver Ave #827
Tulsa, Oklahoma 74103
*Attorney for defendant Tulsa County Treasurer
and Board of County Commissioners*

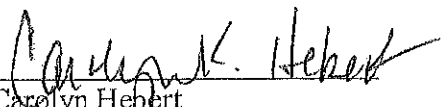
APPROVED:

John D. Dale
GableGotwals
100 West Fifth Street
Tulsa, OK 74103
Attorney for defendant ONE Gas, Inc.

APPROVED:

Rebecca J. Wilson
11709 East 91st Street
Broken Arrow, Oklahoma 74012

APPROVED:



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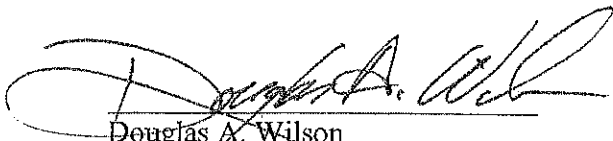
APPROVED:

Rebecca J. Wilson
11709 East 91st Street
Broken Arrow, Oklahoma 74012

APPROVED:

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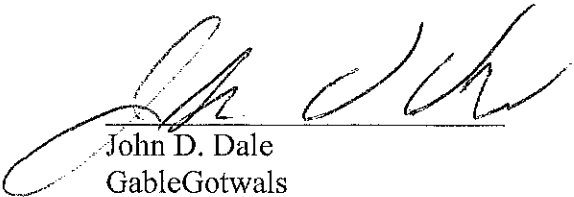
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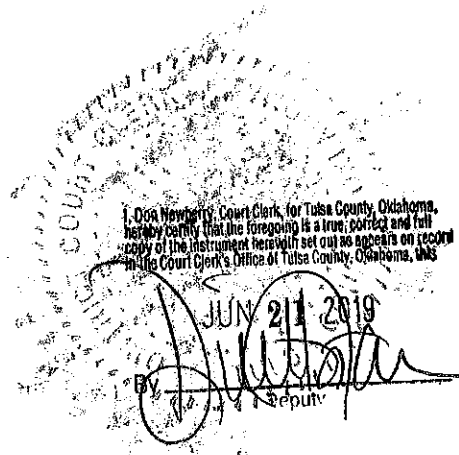
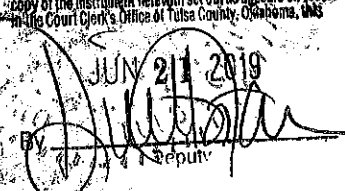


John D. Dale
GableGotwals
100 West Fifth Street
Tulsa, OK 74103
Attorney for defendant ONE Gas, Inc.

APPROVED:



Tammy K. Ewing
City Of Broken Arrow
PO Box 610
Broken Arrow, Oklahoma 74013
Attorney for Plaintiff City of Broken Arrow


I, Don Newberry, Court Clerk, for Tulsa County, Oklahoma,
hereby certify that the foregoing is a true, correct and full
copy of the instrument herewith set out as appears on record
in the Court Clerk's Office of Tulsa County, Oklahoma, this
JUN 21 2019
By 
Deputy