

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

CITY OF BROKEN ARROW,)	
OKLAHOMA, a Municipal Corporation,)	Case No. CV-2019-613
)	
Plaintiff,)	Judge: Rebecca Nightingale
vs.)	
)	
ASA VERNEAL FORBES;)	
OCCUPANTS OF THE; PREMISES;)	
ONE GAS, INC., an Oklahoma Corp.;)	
BOARD OF COUNTY COMMISSIONERS)	
OF TULSA COUNTY; DENNIS SEMLER,)	
COUNTY TREASURER OF TULSA)	
COUNTY;)	
)	
Defendants.)	

JOURNAL ENTRY OF JUDGMENT

COMES THIS MATTER before me, the undersigned Judge of the District Court, on this ____ day of _____, 2019, upon the application of Plaintiff City of Broken Arrow for an Order vesting title to the land in Plaintiff of a utility easement and temporary construction easement and authorizing damages in the amount of Six Thousand Five Hundred Dollars and 00/100ths (\$6,500).

The City of Broken Arrow appears by and through its attorney of record Tammy Ewing. 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 Oklahoma Natural Gas, a division of ONE Gas, Inc. appears by and through its attorney of record Barbara M. Moschovidis. No attorney has appeared on behalf of the Defendant/Landowner Asa V. Forbes and Mr. Forbes has not appeared on his own behalf.

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. The Plaintiff filed a Jury Trial Demand on August 23, 2019, but withdrew that Jury Trial Demand on October ____, 2019. Thus, 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 Asa V. Forbes by virtue of a General Warranty Deed (with Survivorship Clause) dated December 7, 1967 and recorded on December 12, 1967 with the Tulsa County Clerk's Office as Document # 67 413232. 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 utility easement and temporary construction easement.
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. 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.
6. On August 23, 2019, the Plaintiff deposited with the Clerk of this Court the sum of \$6,500.00 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 utility easement and a temporary construction easement on the following described land:

PARCEL 16:

UTILITY EASEMENT:

A tract of land located in the Southeast Quarter of the Northeast Quarter of the Northeast Quarter (SE/4 NE/4 NE/4) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of said NE/4; Thence North 01°23'27" West and along the East line of said NE/4, for a distance of 1320.35 feet; Thence South 88°42'50" West, for a distance of 60.00 feet to the POINT OF BEGINNING; Thence continuing South 88°42'50" West, for a distance of 25.25 feet; Thence North 01°23'27" West and parallel with said East line, for a distance of 155.91 feet; Thence North 88°36'33" East and perpendicular to said East line, for a distance of 20.00 feet; Thence North 01°23'27" West and parallel with said East line, for a distance of 145.99 feet; Thence North 88°42'50" East, for a distance of 5.25 feet; Thence South 01°23'27" East and parallel with said East line, for a distance of 301.93 feet to the POINT OF BEGINNING.

PARCEL 16.1:

TEMPORARY CONSTRUCTION EASEMENT:

A tract of land located in the Southeast Quarter of the Northeast Quarter of the Northeast Quarter (SE/4 NE/4 NE/4) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of said NE/4; Thence North 01°23'27" West and along the East line of said NE/4, for a distance of 1320.35 feet; Thence South 88°36'33" West and perpendicular to said East line, for a distance of 85.25 feet to the POINT OF BEGINNING; Thence South 88°42'50" West, for a distance of 20.00 feet; Thence North 01°23'27" West and parallel with said East line, for a distance of 175.87 feet; Thence North 88°36'33" East and perpendicular to said East line, for a distance of 30.00 feet; Thence North 01°23'27" West and parallel with said East line, for a distance of 126.00 feet; Thence North 88°42'50" East, for a distance of 10.00 feet; Thence South 01°23'27" East and parallel with said East line, for a distance of 145.99; Thence South 88°36'33" West and

perpendicular to said East line, for a distance of 20.00 feet; Thence South 01°23'27" East and parallel with said East line, for a distance of 155.91 feet to the POINT OF BEGINNING.

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 September 17, 1969, and recorded September 29, 1969, in Book 3903, Page 2021, in the Office of the Tulsa County Clerk; and the 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. The allocation of the expense of relocation, if any, of ONE Gas' facilities is expressly excepted from this Judgment and shall be determined according to applicable law, the applicable franchise agreement, and past practice of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as of August 23, 2019, the date of the tender of payment of the sum of Six Thousand Five Hundred Dollars and 00/100ths (\$6,500.00), the Defendant Asa V. Forbes, has no further right, title or interest in and to said land inconsistent with the Plaintiff's ownership, and is 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 \$6,500.00 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 \$6,500.00 in funds to Asa V. Forbes, 6436 Robie Road, Space 7, Milton, Florida, 32570.

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

JUDGE OF THE DISTRICT COURT

APPROVED:

Tammy K. Ewing
City Of Broken Arrow
PO Box 610
Broken Arrow, Oklahoma 74013

APPROVED:

One Gas, Inc.
c/o Barbara Moschovidis
1100 ONE OK Plaza
100 West Fifth St.
Tulsa, Ok 74103

APPROVED:

Douglas A. Wilson
Assistant District Attorney
500 S. Denver Ave #827
Tulsa, Oklahoma 74103