



## *Agenda Commentary*

**Item Title/ Subject:** Purchase of ROW/Easement Chapman Road

**Staff Source:** City Manager, Steve Hewitt

**Date:** March 15, 2013

**Background/Subject Information:**

Appraisal has been done on both Temporary and Permanent Easement ROW for Chapman Road.

For Temporary Easements we have sent out letters to two land owners offering \$500. Scheduling appointments and signatures.

There are two permanent tracks, 1. GW Lowry (.25 acres) and 2. Hotelmacher, LLC (4 acres). I've met with both parties. Lowry has agreed to \$2500 and wants reimbursed his fencing (They prefer to replace and be reimbursed, under staff approval of same type of fence). Hotelmacher, Walt Schumacher has verbally approved of the \$33,000 sale (appraised value) and wants the City to replace fence.

**Recommendation:**

Staff recommends you allow the City Attorney & City Manager to continue contract proceedings and agree in principal to the amounts. City Attorney will write up Lowry contract specifics and have others sign off with ODOT Easement agreements they provided.

Project status is pending Easement acquisition...

**Price/Cost:** Approximately \$37,000. Budgeted in Capital Improvement for the project.

Chapman Avenue Reconstruction from 28th Street to Neptune Drive, Clinton, OK

JP 19669(04)

List of Proposed Easement Acquisitions

Parcel	Description	Book	Page	Owner	Proposed Acquisition	Area (acres)
1	SW/4 Sec 22 West of RR			City of Clinton	Permanent Right of Way	0.743
2	part of S/2 Sec 22	1493	365	Hotelmacher, LLC	Permanent Right of Way	3.632
3	part of NE/4 Sec 27	321	190	G W and Cheryl Lowry	Permanent Right of Way	0.156
4	part of NE/4 Sec 27	321	190	G W and Cheryl Lowry	Temporary Construction Esmt	0.106
5	part of SE/4 Sec 22	1493	365	Hotelmacher, LLC	Temporary Construction Esmt	0.039
6	part of SE/4 Sec 22	1493	365	Hotelmacher, LLC	Temporary Construction Esmt	0.071
<b>[REDACTED]</b>						
8	part of SE/4 Sec 22	335	199	James Bray, Jr. Thomas and Penny	Temporary Construction Esmt	0.121
9	part of SE/4 Sec 22	1398	625	Hargus Walter and Carolyn	Temporary Construction Esmt	0.009
10	part of NE/4 Sec 27	1079	179	Schumacher	Temporary Construction Esmt	0.033

The names of the owners listed above were obtained in May 2011 from copies of existing deeds as part of the survey for this project.

A Certified Ownership Report from a licensed abstractor should be obtained for each Parcel before entering an acquisition agreement.

EASEMENT for Public Highway



COPY

Project #: STP-120B(070)UR

Job piece: 19669(04)

Parcel: 3 REVISED

KNOW ALL MEN BY THESE PRESENTS:

DEC 20 2012

That \_\_\_\_\_

of **Custer** County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of \_\_\_\_\_ Dollars(\$\_\_\_\_\_)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of **Clinton**, hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

A parcel of land located in the Northeast Quarter of Section 27, T12N, R17W, Indian Meridian, Custer County, Oklahoma, described as follows: Commencing at the Northwest corner of said Northeast Quarter; Thence on an assumed bearing of South 89° 51' 56" East along the North line of said Northeast Quarter, a distance of 23.11 feet; Thence South 0° 08' 04" West a distance of 33.00 feet being the Point of Beginning; Thence South 70° 34' 32" East a distance of 63.57 feet; Thence North 86° 07' 49" East a distance of 200.49 feet to a line 40.00 feet South of and parallel with the North line of said Northeast Quarter; Thence South 89° 51' 56" East along said line, a distance of 150.00 feet; Thence South 84° 09' 18" East a distance of 100.50 feet; Thence South 89° 51' 56" East a distance of 100.00 feet; Thence North 82° 41' 03" East a distance of 131.11 feet to a line 33 feet South of and parallel with the North line of said Northeast Quarter; Thence North 89° 51' 56" West along said line, a distance of 740.00 feet to the Point of Beginning, containing 0.195 acre more or less.

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public highway or facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

The supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except \_\_\_\_\_.

The undersigned Grantors hereby designate and appoint \_\_\_\_\_ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## AGREEMENT

WHEREAS, The City of Clinton ("City") has an existing roadway easement, identified as Chapman Road, which abuts G.W. and Cheryl Lowry's ("Owners") property described below.

WHEREAS, Owners own a tract of property identified as follows:

A parcel of land located in the Northeast Quarter of Section 27, T12N, R17W, Indian Meridian, Custer County, Oklahoma, described as follows: Commencing at the Northwest corner of said Northeast Quarter; Thence on an assumed bearing of South 89° 51' 56" East along the North line of said Northeast Quarter, a distance of 23.11 feet; Thence South 0° 08' 04" West a distance of 33.00 feet being the Point of Beginning; Thence South 70° 34' 32" East a distance of 63.57 feet; Thence North 86° 07' 49" East a distance of 200.49 feet to a line 40.00 feet South of and parallel with the North line of said Northeast Quarter; Thence South 89° 51' 56" East along said line, a distance of 150.00 feet; Thence South 84° 09' 18" East a distance of 100.50 feet; Thence South 89° 51' 56" East a distance of 100.00 feet; thence North 82° 41' 03" East a distance of 131.11 feet to a line 33 feet South of and parallel with the North line of said Northeast Quarter; Thence North 89° 51' 56" West along said line, a distance of 740.00 feet to the Point of Beginning, containing 0.195 acre more or less.

WHEREAS, The City of Clinton ("City") has an existing roadway easement, identified at Chapman Road, which abuts Owners' properties described above.

WHEREAS, The City is undertaking a project in conjunction with the Oklahoma Department of Transportation and Custer County, to widen and repair Chapman Road.

WHEREAS, the parties have negotiated The City's acquisition of additional land necessary for the above described improvements.

WHEREAS, in addition to monetary compensation, the parties have agreed that The City will pay for the labor and materials to replace Owners' existing fence and the acquisition of a new gate.

NOW THEREFORE, the parties agree as follows:

1. The City will purchase materials necessary for the construction of a five-wire barbed-wire fence, including "T" posts, set at twelve foot centers, line posts every 10<sup>th</sup> post and corner posts necessary for the construction of 3,020 feet of fence and will provide the same to the Owners.
2. The City agrees to purchase a \_\_\_\_\_ foot gate for installation in the subject fence and provide the same to the Owners.
3. The City agrees to compensate Owners a reasonable amount for labor associated with

the construction of the subject fence, which shall be submitted to the City Council for approval.

Assignment: This agreement shall be binding upon the parties hereto, the respective heirs, successors, and assigns and may be assigned by any party hereto only with the written consent of the other party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF CLINTON, OKLAHOMA

\_\_\_\_\_  
G.W. LOWRY

\_\_\_\_\_  
SETH ADAMS, Mayor

ATTEST:

\_\_\_\_\_  
CHERYL LOWRY

\_\_\_\_\_  
LISA ANDERS, City Clerk