



IN THE DISTRICT COURT IN AND FOR GARFIELD COUNTY
STATE OF OKLAHOMA

CITY OF ENID, OKLAHOMA,)

Plaintiff,)

vs.)

Case No. CV-2020-134-03

FILED
GARFIELD COUNTY, OKLA

ROBERT E. ANDERSON, and)
GARFIELD COUNTY BOARD)
OF COUNTY COMMISSIONERS,)

JUN 09 2021

JANELLE M. SHARP
CLERK
DEPUTY COURT CLERK

Defendants.)

REPORT OF COMMISSIONERS

COMES NOW the undersigned Commissioners appointed by the Judge of this Court to inspect the property described in Exhibit A and to determine the amount of just compensation due the Defendants by reason of the taking of the property. Said taking is in fee simple, unless specified otherwise in Exhibit A, in which case the quality of title or interest to be acquired shall be as stated in Exhibit A, but excluding mineral interests and including the right to use and remove any and all roadbuilding materials. The appropriation is for public purposes by the Department of Transportation of the State of Oklahoma. We, the undersigned, respectfully submit the following Report, to-wit:

The undersigned Commissioners were and are disinterested freeholders of Garfield County, Oklahoma. We are not interested in any like question. On the 25 day of May, 2021, we took the oath prescribed by law, and proceeded to inspect the property described in Exhibit A.

We further report that we have considered and determined the just compensation to which the Defendants are entitled by reason of the taking of the property and damages to the remainder

(if any) by the Plaintiff. We have considered the value of the property or rights or interest therein taken excluding any mineral interest other than as is set forth in Exhibit A. We do hereby assess the just compensation due said Defendants by reason of the taking of the property and damages to the remainder (if any) and in accordance with the Instructions to Commissioners, we find:

ESTIMATE OF JUST COMPENSATION \$ 2,755,200.00 see Exhibit B

IN WITNESS WHEREOF, we have hereunto set our hands on this 8 day of June, 2021.

COMMISSIONERS:

[Signature]
[Signature]
[Signature]

STATE OF Oklahoma
COUNTY OF Garfield

[Signature]
Notary

Tract G-201

A perpetual utility easement is granted for the sole purpose of enabling the City of Enid, it's officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain water pipeline facilities and all necessary or convenient appurtenances thereto, and includes the right of ingress and egress by the City of Enid, its officers, agents, employees, contractors, permittees and assigns.

A part of Lot 1 of the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Twenty-three (23) North, Range Three (3) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1 of the Northwest Quarter (NW1/4); thence N 89°32'19" E along the North line of said Lot 1 a distance of 432.45 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said North line S 18°37'03" W along said Centerline a distance of 274.35 feet; thence S 63°37'03" W along said Centerline a distance of 383.25 feet to the West line of said Northwest Quarter (NW1/4) and the end of said Centerline, containing 32,880 square feet or 0.75 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North and West lines of said Lot 1 of Northwest Quarter (NW1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Southern line being parallel and contiguous with the Northern line of an existing one hundred-foot Transmission Easement as recorded in Oklahoma Gas and Electric Document I.R. 46-3050 W.O. 2648

Tract G-201

A temporary easement purpose of construction a water works system on the following describe tract:

A part of Lot 1 of the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Twenty-three (23) North, Range Three (3) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1 of the Northwest Quarter (NW1/4); thence N 89°32'19" E along the North line of said Lot 1 a distance of 379.54 feet to the Centerline of a Fifty-foot Temporary Construction Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said North line S 18°37'03" W along said Centerline a distance of 236.34 feet; thence S 63°37'03" W along said Centerline a distance of 337.96 feet to the West line of said Northwest Quarter (NW1/4) and the end of said Centerline, containing 28,715 square feet or 0.66 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North and West lines of said Lot 1 of Northwest Quarter (NW1/4).

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

We the commissioners appointed by the court have met at the site of the Kaw Lake Pipeline in question on May 25, 2021 with representatives from the City of Enid and with Mr. Anderson to determine what loss, if any, Mr. Anderson has incurred from the City's proposed easement and their lawsuit to force said easement. Using information provided by Mr. Anderson and the City of Enid, we can follow the timeline of events. Mr. Anderson entered into a lease agreement (April 2019) with Innovative Solar Systems. The lease was predicated with stipulation that Mr. Anderson owned the mineral rights and that there were no pipelines under the land. The City of Enid then notified Mr. Anderson of the request of easement (July 2019). The City was made aware of the existence of a lease and that Mr. Anderson was unable to disclose the terms or even with whom the lease was signed due to a confidentiality agreement. Fifteen months after the City was notified of the lease (November 2020) they filed suit against Mr. Anderson to force the easement. The next month (December 2020) Mr. Anderson once again notified the City of the existence of a lease that does not allow any pipelines under the property. The City was then able to obtain the name of the lessee and added them to the lawsuit (February 2021). A month later (March 8, 2021) Innovative Solar Systems sent Mr. Anderson a letter terminating their lease agreement and 2 weeks after that (March 26, 2021) the City removed the solar company from their lawsuit. If this is not the correct timeline please provide paperwork to prove otherwise.

We were asked to find a just compensation to Mr. Anderson for allowing the easement and the pipeline to cross his property. It seems evident to us, the commissioners, that Mr. Anderson has lost a 20 year lease and perhaps the possibility of any future similar leases because of the pipeline. Mr. Anderson has been addiment, at potentially great financial loss, that the mineral rights are to be kept within his family and that pipelines are not to be allowed to cross his land. The total cost of the lease was \$2,755,200.00. This is money already lost, as far as we can understand, due to the lawsuit filed by the City of Enid. The City has already obtained easements from the Sebranek Family to cross and follow a portion of their land. It seems that it would be in the City of Enid's best interest to continue down that same parcel and cross in the section to the West of Mr. Anderson. While that might cost more in construction, it surely will not approach the \$2,755,200.00 lost to Mr. Anderson from crossing his property. If the City is insistent that Mr. Anderson's land is the only option, the only solution we can see is that Mr. Anderson is owed the total amount lost due to the lawsuit \$2,755,200.00.