



DATE: April 7, 2020

TO: Rone Tromble, Administrative Technician IV
Kathryn Walker, City Attorney
Ken Komiske, Director of Utilities
Ken Danner, Subdivision Manager
Jane Hudson, Director of Planning and Community Development

FROM: Brenda Hall, City Clerk

SUBJECT: Request to Vacate Easements at 542 South University Boulevard

I am in receipt of a request from Rieger Law Group to vacate easements for property located at 542 South University Boulevard (University Plaza Apartments). The application fee has been paid.

In accordance with Resolution No. R-8182-66, I am forwarding the letter of request and legal descriptions to have the necessary ordinance prepared. If further action is needed from my office, please notify me.

BH:smr
attachments

office memorandum



April 6, 2020

Ms. Brenda Hall, City Clerk
City of Norman
201 West Gray
Norman, OK 73069

RE: Application for Vacation of Easements

Dear Ms. Hall:

We submit this request for vacation of easements, to the extent that the City or public contains any rights within the attached easements, on behalf of the owner of the property located at 542 S. University Boulevard (herein referred to as the "**Applicant**").

Specifically, pursuant to 11 O.S. § 42-101 et seq., the Applicant submits this formal request and application for vacation of the attached easements. The legal descriptions of the easements to be vacated are attached.

In addition to this letter, we hereby submit the filing fee and a certified ownership list of all property owners within 350 feet. Please let me know if you need any additional information from us in order to place this item on the agenda for Planning Commission and City Council consideration. Thank you very much for your assistance and cooperation.

Respectfully Submitted,
RIEGER LAW GROUP

A handwritten signature in black ink, appearing to read 'G. Joyce', written over a horizontal line.

GUNNER B. JOYCE
Attorney at Law

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4-6-20

Sean Paul Rieger
Attorney, Architect, Broker
sp@riegerllc.com

Daniel L. Sadler
Attorney at Law
dsadler@riegerlawgroup.com

Blair L. Sutter
Attorney at Law
bsutter@riegerlawgroup.com

Gunner B. Joyce
Attorney at Law
gjoyce@riegerlawgroup.com

Eric T. Krampf
Attorney at Law
ekrampf@riegerlawgroup.com

15,102

409

Easement

Name of Line 66-04010
Job No. _____
Tr. # _____ Sheet # _____

KNOW ALL MEN BY THESE PRESENTS: That Canfield Properties, Inc.

KNOW
In consideration of the sum of one or other valuable considerations DOLLARS to hand paid, the receipt of which is hereby acknowledged, (date) grant and warrant unto OKLAHOMA GAS ELECTRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right and authority to enter upon, erect, operate, repair and maintain a system of poles, metal towers, wires, anchors, and other fixtures for the transmission of electric current and telephone and telegraph messages, upon, over and across the following described property situated in Cleveland County, (OKLAHOMA), to-wit:

A part of the Southwest Quarter of the Northeast Quarter, of Section 31, Township Nine North (T-9-N), Range Two West (R-2-W), Indian Meridian being more particularly described as the west 10 feet of the east 160 feet of Lots Six (6) and Seven (7) in Block One (1) of Elmwood Addition to Norman, Cleveland County, Oklahoma (vacated according to Intended Application For Vacation No. C-72-90).

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
1972 15 13 2:42 P.M.
Book 513 Page 109
HELEN J. JACKSON, Clerk
Edith Hill

together with the right to re-enter upon said property within said described area for the purpose of re-aligning, re-constructing, re-setting and making further additions and improvements to said system of poles, metal towers, wires, anchors, and other fixtures; and together with such right of ingress and egress across adjacent lands of Grantor(s) as may be necessary to accomplish the purposes hereinabove set forth.

Grantor(s) further covenant and agree that Grantor, in his sole discretion, shall have the right to cut, trim, remove and control the growth of brush and trees which interfere with or endanger the construction, operation, and maintenance of said system hereinafter constructed on said property; and that no building or other structure shall be erected by Grantor(s) within _____ feet of the centerline of said system without the prior written consent of Grantor.

The consideration which has been paid to Grantor for this easement represents full and complete compensation for all damages which Grantor has sustained and may hereafter sustain by reason of the exercise by Grantor of the rights and privileges granted hereunder except that actual damage to the soil, grass and planted crops, exclusive of trees, caused during and by the construction or re-construction of said electric system, and additional or improvements thereto, will be paid after completion of the work and the extent of said damage, if any, has been determined.

The rights and privileges above granted shall continue so long as same are used or needed for the transmission of electric current or tele- phone and telegraph messages.

Dated this 7th day of Sept. 1972

ATTEST:
Elizabeth J. Canfield Secretary
Canfield Properties, Inc.
J. M. Canfield President

SEAL: ACKNOWLEDGEMENT (on back)

STATE OF OKLAHOMA, _____ COUNTY, SS
Before me, a Notary Public, in and for said County and State, on this _____ day of _____ personally appeared _____ and _____

and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

My commission expires _____ Notary Public
Dist No. CDM File No. 8767
Pub. No. 400-1007, 2-60

109

410

15,102

CORPORATION ACKNOWLEDGEMENT

STATE OF Mississippi COUNTY OF Cleveland SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of September, 1972, personally appeared Barbara Canfield and John Canfield to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Director and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires July 2, 1974

Mary J. Breedington
Notary Public



James Powell
John Canfield
Barbara Canfield
Mississippi
15,102
950

Book 541 Page 409

9-8-72

Ocala Gas & Elect. Co.

To:

Canfield Properties, Inc.

From:

BASEMENT

31-9-24

ACKNOWLEDGEMENT

STATE OF ARKANSAS, _____ COUNTY, SS

On this _____ day of _____, 19____, before me, a Notary Public within and for the County of _____, in the State of Arkansas, duly commissioned and acting, appeared in person _____ and _____ to me personally well known as the person(s) whose name(s) appear _____ upon the within and foregoing deed of conveyance as the part _____ Grantor(s) and stated that _____ he _____ had executed the same for the consideration and purpose therein mentioned and set forth, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me _____ wife of the said _____ upon the within and foregoing deed, and in the absence of her said husband, stated and declared that she had of her own free will executed said deed and had signed the relinquishment of dower and homestead therein expressed for the purposes and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such _____ at the County and State aforesaid, on this _____ day of _____, 19____.

My commission expires: _____
Notary Public

15,103

411

Easement

KNOW ALL MEN BY THESE PRESENTS: That Canfield Properties, Inc.

AND

EXXX

ONE or other valuable considerations
in consideration of the sum of _____ DOLLARS in hand paid, the receipt of which is hereby acknowledged,
does hereby grant, and warrant unto OKLAHOMA ICE ELECTRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right,
privilege and authority to enter upon and install, erect, operate, maintain and reconstruct underground and/or above ground a system of conduits,
wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes, and other fixtures for the transmission and distribution
of electrical current and telephone and telegraph messages, including the right of ingress and access to and from said system across adjoining
lands of grantors, upon and across the following real property and premises, situate in Cleveland County, State of
OKLAHOMA (Oklahoma), to wit:

This easement shall consist of a strip of land ten (10) feet in width, being five (5) feet on either side of the center line of said system as installed, as generally described by Exhibit "A", attached hereto and hereby made a part of this easement.

This easement is located in the East 286 feet of Lot Six (6) and the East 200 feet of Lot Seven (7) in Block One (1) of Elmwood Addition to Norman, Cleveland County, Oklahoma (vacated according to Intended Application For Vacation No. C-72-90); being a part of the Southwest Quarter of the Northeast Quarter of Section 31, Township Nine North (T-9-N), Range Two West (R-2-W), Indian Meridian.

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
Sept 8 1912 at 9:45 A.M.
Book 547 Page 411
HELEN JANSIN, Clerk
By [Signature] Deputy

Grantors further covenant and agree that no building or other structure shall ever be erected upon the above described easement area unless the written consent of the Grantee is first obtained.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or telephone and telegraph messages, but should the Grantee restore its property from the premises and abandon the right of way herein granted, then this grant shall become null and void.

Signed and delivered this 7th day of Sept. 1912

ATTEST:

[Signature]
Secretary

Canfield Properties, Inc.
[Signature]
(President)

SEAL:

ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF _____ SS.
Before me, a Notary Public, within and for said County and State, on this _____ day of _____, 19____
personally appeared _____
and _____
to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.
Witness my hand and seal the day and year first above written.

My Commission Expires _____ Notary Public
Job No. 04010 Apt. No. 3389-N (Dist. No. GDM) P.O. No. 83767
FORM 2222 (REV. 1-22)

///

412

15,103

CORPORATION ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Citrusland SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of September, 1972, personally appeared James R. Brantley and Janice Brantley to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its CHIEF and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires May 2, 1974



James R. Brantley
Notary Public

Blk. 1 Elmwood (Vacated)
11-9-2W

EASEMENT
From:
Genfield Properties, Inc.
To:
Okla. Gas & Elect. Co.

9-8-72
Book 541 Page 411

James Brantley
Janice Brantley
15,103 300

ACKNOWLEDGEMENT

STATE OF ARKANSAS, _____ COUNTY, SS

On this _____ day of _____, 19____, before me, a Notary Public within and for the County of _____ in the State of Arkansas, duly commissioned and acting, appeared in person _____ and _____ to me personally well known as the person(s) whose name(s) appear _____ upon the within and foregoing deed of conveyance as the part _____ Grantor(s) and stated that _____ he _____ had executed the same for the consideration and purpose therein mentioned and set forth, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me _____ wife of the said _____ upon the within and foregoing deed, and in the absence of her said husband, stated and declared that she had of her own free will executed said deed and had signed the relinquishment of dower and homestead therein expressed for the purposes and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such _____ at the County and State aforesaid, on this _____ day of _____, 19____.

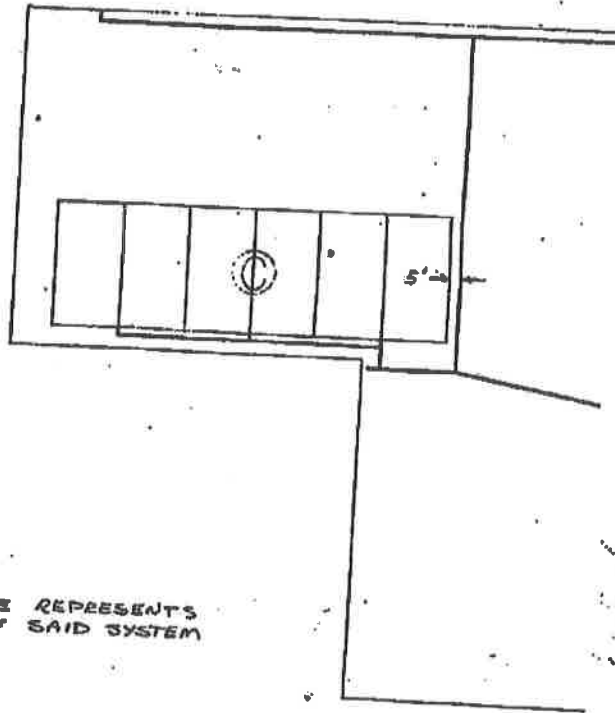
My commission expires: _____
Notary Public

112

DATE
1944 FEB 27 1947 4-40

EXHIBIT

413



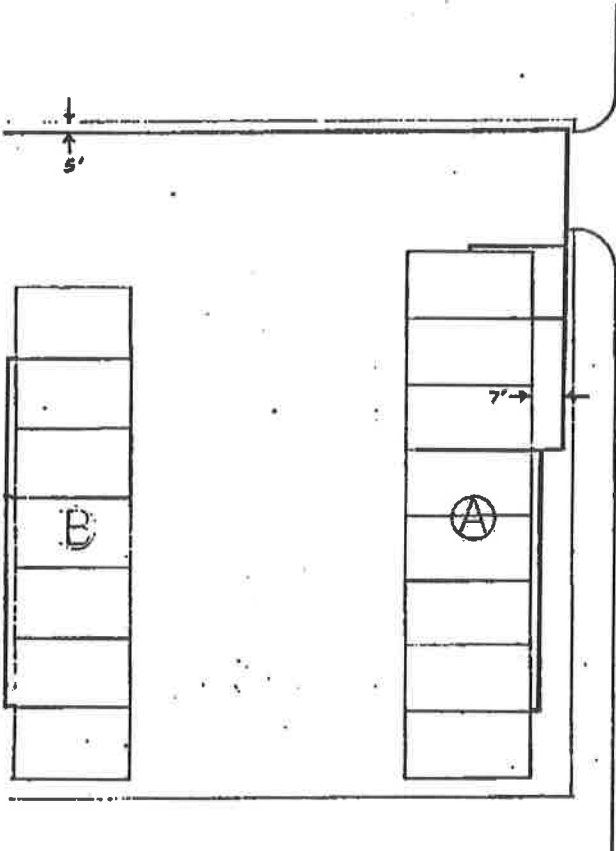
15,103

DARKENED LINE REPRESENTS
CENTERLINE OF SAID SYSTEM

"A"

SHEET 1 OF 1

JOB NUMBER	
66	04010
FILE NUMBER	
83767	



CALIFORNIA STATE BOARD OF ARCHITECTS
WESTERN DIVISION
ENGINEER D. MONTGOMERY S. S. L.

114

522

17,840

Easement

Genfield Properties, Inc.

KNOW ALL MEN BY THESE PRESENTS: That

AND

One or other valuable considerations

In consideration of the sum of... DOLLARS in hand paid, the receipt of which is hereby acknowledged, does hereby grant, and warrant unto OKLAHOMA ELECTRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain and reconstruct underground and/or above ground a system of conductors, poles, cables, wires, junction boxes, switches, lines, transformers, service connection boxes, and other fixtures for the transmission and distribution of electrical current and telephone and telegraph messages, including the right of ingress and egress to and from said system across adjoining lands of grantor, upon and across the following real property and premises, situated in Cleveland County, State of Oklahoma, to wit:

This easement shall consist of a strip of land ten (10) feet in width, being five (5) feet on either side of the center line of said system as installed, as generally described by exhibit "A", attached hereto and hereby made a part of this easement.

This easement is located in the West 286 feet of Lot Six (6) and the East 200 feet of Lot Seven (7) in Block One (1) of Elwood Addition to Torran, Cleveland County, Oklahoma (vacated according to intended application for Vacation No. C-72-90); being a part of the southeast quarter of the northeast quarter of section 31, Township One North (1-N), Range Two West (2-W), Indian Meridian.

STATE OF OKLAHOMA COUNTY OF CLEVELAND FILED FOR RECORD Oct 24 1978 at 8:00 AM Book 513 Page 522 HELEN JANSING, Clerk By Edith Hill Deputy

Book 541 PAGE 411

Grantor further covenant and agree that no building or other structure shall ever be erected upon the above described easement area unless the written consent of the Grantee is first obtained.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or telephone and telegraph messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then this grant shall become null and void.

Signed and delivered this 7th day of Sept. 1978

Barbara L. Canfield (Secretary) Genfield Properties, Inc. J.M. Canfield (President)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF... Before me, a Notary Public, within and for said County and State, on this... day of... personally appeared...

and to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal this day and year last above written.

My Commission Expires... History Public

Job No. 04010 Appl. No. 3382-6 (Dist. No. C-8) File No. B3262

115

17,840

523

CORPORATION ACKNOWLEDGEMENT

STATE OF Citahornai, COUNTY OF Citahornai, SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of July, 1972, personally appeared Barbara J. Confield and Jim Confield to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its OWNER and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires July 2, 1974



Mary J. Brockington
Notary Public

ACKNOWLEDGEMENT

STATE OF ARKANSAS, _____ COUNTY, SS

On this _____ day of _____, 19____, before me, a Notary Public within and for the County of _____ in the State of Arkansas, duly commissioned and acting, appeared in person _____ and _____ to me personally well known as the person(s) whose name(s) appear _____ upon the within and foregoing deed of conveyance as the part _____ Grantor(s) and stated that _____ he _____ had executed the same for the consideration and purpose therein mentioned and set forth, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me _____ wife of the said _____ upon the within and foregoing deed, and in the absence of her said husband, stated and declared that she had of her own free will executed said deed and had signed the relinquishment of dower and homestead therein expressed for the purposes and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such _____ at the County and State aforesaid, on this _____ day of _____, 19____.

My commission expires: _____

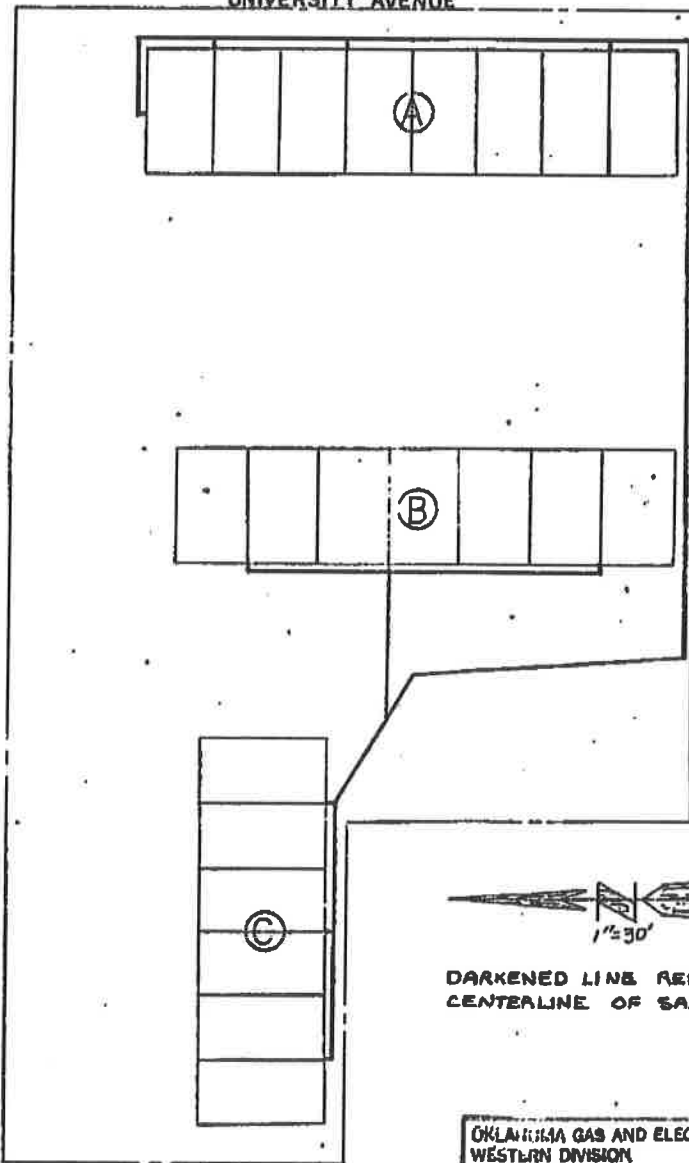
Notary Public

116

524

17,840
EXHIBIT "A"

UNIVERSITY AVENUE



DARKENED LINE REPRESENTS
CENTERLINE OF SAID SYSTEM

OKLAHOMA GAS AND ELECTRIC COMPANY
WESTERN DIVISION SOUTH AREA
ENGINEER: D. [illegible] DATE: 6-3-22

JRB
S. STUBBS
11/7/92

117

Doc# R 2006 3470
Bk&Pg:RB 4125 861-965
Filed 01-26-2006 DKM
01 58 56 PM AG
Cleveland County, OK

**Affidavit of Contractual Agreements with Cox Communications, Inc.
w/land Property Owners**

PLEASE TAKE NOTICE that the owners of the properties listed in Exhibits A (the "Exhibits") attached to this affidavit and CoxCom, Inc d/b/a Cox Communications Oklahoma City ("Cox"), a Delaware corporation ("Cox Communications") have entered into Telecommunications Service Agreements (the "Agreements") on the dates detailed in the Exhibits attached to this affidavit dated December 14, 2005 which, in accordance with their terms, entitles Cox Communications to provide telecommunications services (the services) throughout the properties described in the Exhibits attached hereto and incorporated herein by this reference. Among other things, the Agreements provide Cox Communications with rights of ingress and egress to the properties in the Exhibits necessary or useful to provide such services and maintain its equipment and other facilities and provides for ownership of the facilities on the properties in the Exhibits used in providing such services. The Agreements bind any successors and assigns of the owners in the Exhibits in accordance with its terms. A copy of relevant provisions of these Agreements will be provided to any properly interested person upon written request.

Cox Communications requests of the owners of the properties in the Exhibits that it receive notices of any pending trustees or foreclosure sales or receiverships, bankruptcies or other proceedings affecting the properties, sent to Cox Communications at the various addresses contained in the Exhibits.

IN WITNESS WHEREOF, a representative of Cox Communications has caused his/her hand and seal to be hereunto affixed the day and year first written above.

Coxcom Inc, d/b/a Communications Oklahoma City,
a Delaware Corporation

By *L. E. A. Bialis*

Its General Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Before me, a Notary Public in and for said county and state, on this 14th day of December, 2005, personally appeared Dave Bialis to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and General Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Larry J. Whelley
Notary Public

My Commission Expires

5/06/07

[NOTARIAL SEAL]



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For inquiries on this filing, please contact:

Cox Communications, Inc.
Attn: MDU Access Department
6301 Waterford Boulevard
Suite 200
Oklahoma City, OK 73107
(405) 286-5361
FAX (405) 286-5271

0000002

"Exhibit A"

**Property Description for University Plaza Apartments, 542 S University Boulevard, Norman, Cleveland
County, Oklahoma**

**All of the Replat of the East 286 Feet of Lot Six (006) and the East 200 Feet of Lot Seven (007), of
Elmwood Addition, to Norman, Cleveland County, Oklahoma, According to the recorded plat thereof.**

**NOTE: Together with other
property not herein abstracted.**

Exhibit "B"

WHEN RECORDED RETURN TO: Cox Communications Oklahoma City, Oklahoma, Inc. Attention: Mr. Mike Lacy 2312 NW 10 th Street Oklahoma City, Okla. 73107	
---	--

MEMORANDUM OF AGREEMENT
(OKLAHOMA)

PLEASE TAKE NOTICE that University Plaza Apartments and Cox Communications Oklahoma City, Inc., a Delaware corporation ("Cox Communications") have entered into a Telecommunications service Agreement (the "Agreement") dated This Agreement shall commence on June 10, 2002 and terminate on June 9, 2003. At the end of the original term, or any successive term, this Agreement will automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the previous term (the "Term"); provided, however, that if at any time during the original Term of this Agreement (or a successive one-year Term) a third party is providing services to Owner or to Residents in competition with any Services then being provided by Cox to the Premises, the Term of this Agreement shall thereafter continue to the end of the term of the Franchise, and any renewal or extension thereof, which, in accordance with its terms, entitles Cox communications to provide cable television and other telecommunications services throughout the property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the Agreement provides Cox Communications with rights of ingress and egress to the property necessary or useful to provide such service and maintain its equipment and other facilities and provides for ownership of the facilities on the property used in providing such services. The Agreement binds any successors and assigns of the owner in accordance with its terms. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

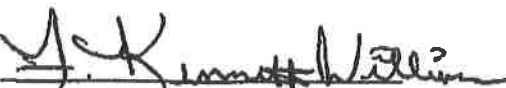
Cox Communications requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the property, sent to the address above.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be hereunto affixed the day and year first above written.

Cox Communications Oklahoma City, Inc.
A Delaware Corporation

University Plaza Apartments

By: 
Its: Vice President & General Manager

By: 
Its: _____

NOTE: Together with other property not herein abstracted.

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Cleveland

Before me, a Notary Public in and for said county and state, on this 19 day of August, 2002, personally appeared Veresa Williams to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its owner and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

Teresa Lee Wooliver
Notary Public Commission No. 01000604

My Commission Expires:

Jan 13, 2005

[NOTARIAL SEAL]

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, a Notary Public in and for said county and state, on this 10th day of September, 2002, personally appeared David Bialis to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President & General Manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

Scott Reynolds
Notary Public

My Commission Expires:

7/28/2003

[NOTARIAL SEAL] 99011980

NOTE: Together with other property not herein abstracted.

***SASE**

Exhibit "B"

Doc#: R 2010 34653
Bk&Pg: RB 4798 383-385
Filed: 10-15-2010
04:26:37 PM
Cleveland County, OK

BB
AG

WHEN RECORDED RETURN TO: Cox Communications Oklahoma City, Oklahoma, Inc. Attention: Mr. Mike Lacy <i>MOU Access Dept</i> 2312 NW 10 th Street <i>6301 Waterford Blvd</i> Oklahoma City, Okla. <i>73107 73115 STE 200</i>	
--	--

17M

**MEMORANDUM OF AGREEMENT
(OKLAHOMA)**

PLEASE TAKE NOTICE that University Plaza Apartments and Cox Communications Oklahoma City, Inc., a Delaware corporation ("Cox Communications") have entered into a Telecommunications service Agreement (the "Agreement") dated This Agreement shall commence on June 10, 2002 and terminate on June 9, 2004. At the end of the original term, or any successive term, this Agreement will automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the previous term (the "Term"); provided, however, that if at any time during the original Term of this Agreement (or a successive one-year Term) a third party is providing services to Owner or to Residents in competition with any Services then being provided by Cox to the Premises, the Term of this Agreement shall thereafter continue to the end of the term of the Franchise, and any renewal or extension thereof which, in accordance with its terms, entitles Cox communications to provide cable television and other telecommunications services throughout the property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the Agreement provides Cox Communications with rights of ingress and egress to the property necessary or useful to provide such service and maintain its equipment and other facilities and provides for ownership of the facilities on the property used in providing such services. The Agreement binds any successors and assigns of the owner in accordance with its terms. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

Cox Communications requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the property, sent to the address above.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be hereunto affixed the day and year first above written.

Cox Communications Oklahoma City, Inc.
A Delaware Corporation

University Plaza Apartments

By: *[Signature]*
Its: Vice President & General Manager

By: *[Signature]*
Its: _____

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Cleveland

Before me, a Notary Public in and for said county and state, on this 19 day of August, 2002, personally appeared Veress Williams to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its owner and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

Teresa Lee Wauliver
Notary Public Commission No: 01000664

My Commission Expires:



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, a Notary Public in and for said county and state, on this 10th day of September, 2002, personally appeared David Binlis to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President & General Manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

Scott Reynolds
Notary Public

My Commission Expires:

7/20/2003



"Exhibit A"

Legal Description

Property Description for University Plaza Apartments, 542 S. University, Norman,
Cleveland County, Oklahoma

Elmwood Replat, E286°Lot 6& E200', Lot 7 Blk 1