

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



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

GUNNER B. JOYCE

Attorney at Law

FILED IN THE OFFICE OF THE CITY CLERK

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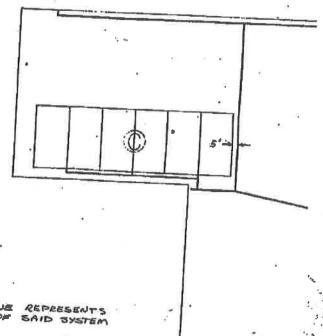
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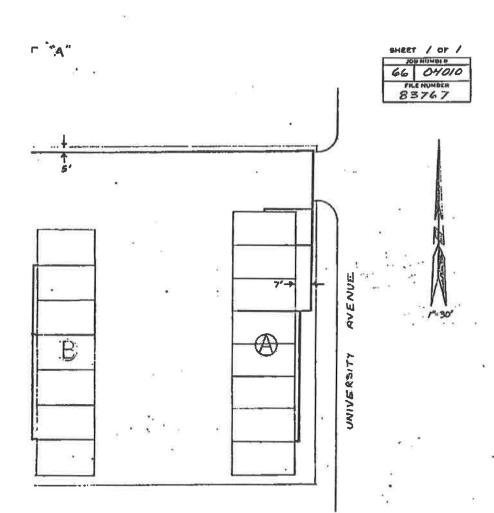
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EXHIBIT



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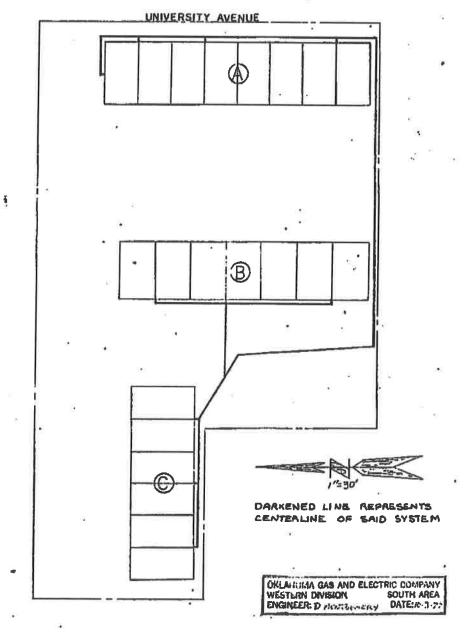
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EXHIBIT "A"





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Filed:01-26-2006 DKM

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Cleveland County, CK

## Affidavit of Contractual Agreements with Cox Communications, inc.

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, bankruptoies 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

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

Notary Public

My Commission Expires

NOTARIAL SEA

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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

"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.

# WHEN RECORDED RETURN TO: Cox Communications Oklahoma City, Oklahoma, Inc. Attention: Mr. Mike Lacy 2312 NW 10th 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, 2001. 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 property 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

By: Str. Vice President & General Manager

University Plaza Apartments

Its: _____

NOTE: Together with other property not herein abstracted.

### ACKNOWLEDGMENT

STATE OF OK lahoma COUNTY OFCleve land

Before me, a Notary Public in and for said county and state, on this 19 day of August. personally appeared Veress 12311 20 vs to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 2000 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.

Notary Public Commission No. 0100664

My Commission Expires:

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Before me, a Notary Public in and for said county and state, on this job day of September 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 Brth.

Notary Public

My Commission Expires:

[NOTARIAL SEAL] Q90//9 80

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NOTE: Together with other property not herein abstracted. Filed: 10-15-2010 04:26:37 PM

Doc Number: R 2010 34653

Book: RB 4798 Page:383

*SASE	Exhibit "B"	Doof:R 2010 34653 Bk6Fg:RB 4798 383-385	
WHEN RECORDED RETURN TO: Cox Communications Oklahoma City, Oklahoma, Inc. Attention: Mr. Mike Lacy MOU ficcess Deof- 2312 NW 10 th Street 630/Waster-Ford Blud Oklahoma City, Okla. 23197 73118 STE 200		Filed: 10-16-2010 04:26:37 FM Cleveland County, OR	AG AG

### MEMORANDUM OF AGREEMENT (OKLAHOMA)

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

Cox Communications Oklahoma City, Inc. A Delaware Corporation

Its: Vice President & General Manager

University Plaza Apartments

Its:

Carlo Barre

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### ACKNOWLEDGMENT

STATE OF OK lahona

Before me, a Notary Public in and for said county and state, on this 19 day of Analyst. 2002, personally appeared Veres 12.11 learns to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 2000 and as the free and company for the uses and purposes therein set forth.

Thanks 12.12 and 12.22 an

Before me, a Notary Public in and for said county and state, on this let 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 matrument 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.

Notary Public

My Commission Expires:

NOTARIAL SEAL)

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"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