

CONSENT

Consent to Encroachment No. 1112-8

WHEREAS, the City of Norman, Cleveland County, is in possession of a utility easement on the land described as follows, to-wit:

Lot 21, Block 2, Cobblestone West Addition, Section II, a/k/a 4700 12th Avenue, S.E.,

AND WHEREAS, the owner of the above-described property requests that a pool and deck be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City has been requested to consent in writing for a pool and deck on the property being located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said pool and deck on the property being within and upon the utility easement with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility easement caused by any excavation or other construction activities conducted on their behalf;
2. The property owner will be responsible for the cost the City incurs to remove any or all of the pool or deck, if needed, to facilitate maintenance or repair of the City's utilities;
3. The property owner will be responsible for the cost to repair or replace any or all of the pool or deck for such repairs;
4. The property owner waives and releases any claims against the City for any damages to any or all of the pool and deck and related improvements caused by any excavation by the City for purposes of maintaining or replacing the City's utility facilities within the easement areas;
5. By encroaching on said easement, the property owner releases Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and/or Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any of the pool or deck in the easement.
6. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owner.

The consent is limited to the pool and deck, as indicated in the application, being located within the utility easement and the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within the easement. Further, this Consent is given with the understanding that the property owner is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easement as required at any time in the future.

The City, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City or any other entity so authorized, upon said utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easement.

IN WITNESS WHEREOF, the undersigned has executed this consent this _____ day of February, 2012.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this _____ day of February, 2012, before me personally appeared _____ and _____, to me to be known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

OWNER:

By: _____
Gary L. Lam

On this ____ day of February, 2012, before me personally appeared Gary L. Lam to me to be known to be the identical person(s) who executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____