

**CONSENT**

Consent to Encroachment No. 1516-6

WHEREAS, the City of Norman, Cleveland County, is in possession of 15' utility easement on the land described as follows, to-wit:

Lot 2, Block 1, Sherwood South 2 Addition Replat, Cleveland County, Oklahoma a/k/a  
750 Imhoff Road

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

AND WHEREAS, the City has been requested to consent in writing for a portion of the pool deck and equipment and concrete paving to encroach at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said portion of the pool deck and equipment and concrete paving in the utility easement being allowed to encroach with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility and drainage easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner be responsible for the cost of repairs for any damages to the City's 6" water main and 8" sewer main located in the 15' easement caused by any excavation or other construction activities conducted on their behalf; and
3. The property owner will be responsible for the cost the City incurs to remove any or all portion of the pool deck, pool equipment and concrete paving and any improvements, if needed, to facilitate maintenance or repair of the City's easement; and
4. The property owner will be responsible for the cost to repair or replace any or all portion of the pool deck, pool equipment and concrete paving and any improvements for such repairs.
5. The property owner waives and releases any claims against the City for any damages to any or all portion of the pool deck, pool equipment, concrete paving or improvements caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the easement area.
6. The property owner agrees not to place any above ground structures in the drainage portion of the easement.
7. By encroaching on said utility 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 portion of the encroaching driveway.
8. 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.

This consent is limited to the portion of the pool deck and equipment and concrete paving as indicated in the application being located on 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 or above 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 easement as required at any time in the future.

The City of Norman  
Post Office Box 370  
Norman, OK 73070

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 \_\_\_\_\_, 2016.

THE CITY OF NORMAN, OKLAHOMA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

OWNER

By: \_\_\_\_\_  
Randy C. Elliott  
Owner, 750 Imhoff, LLC dba theVUE

COUNTY OF CLEVELAND       )  
  ) ss:  
STATE OF OKLAHOMA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me 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: \_\_\_\_\_