

CONSENT

Consent to Encroachment No. EN-1920-4

WHEREAS, the City of Norman and the Norman Utilities Authority (NUA), Cleveland County, are in possession of utility easements on the land described as follows, to-wit:

Lot 10, Block 5, Sutton Place #2 Addition, City of Norman, Cleveland County, Oklahoma a/k/a 208 Wilderness Drive;

AND WHEREAS, the owner(s) of the above-described property requests that sidewalks on the east and west sides of the residence be allowed to encroach upon existing utility easements;

AND WHEREAS, the City and the NUA have been requested to consent in writing to sidewalks on the east and west sides of the residence being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said sidewalks on the east and west sides of the residence being within and upon the utility easements with the following conditions:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties"), are required to apply for and receive a paving permit prior to commencing work.
2. The Owner Parties will be responsible for the cost to repair any damages to the City's and the NUA's utilities caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents; and
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any fence, curb, landscaping, retaining wall, and/or any other structure if needed to maintain or repair NUA facilities; and
4. The Owner Parties will be responsible for the cost to repair or replace any fence, curb, retaining wall, landscaping or any other structure after such repairs.
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement areas.
6. Cox Communications, Oklahoma Natural Gas and Oklahoma Gas & Electric have facilities located in the easements however they are not opposed to the encroachment, so long as Owner Parties contact OKIE811 location services and that the facility owners are notified should their respective facility need to be relocated to accommodate excavation or construction. Oklahoma Electric Cooperative has also stated that they do not object.
7. The City sent a request for approval or disapproval of this encroachment request to AT&T Oklahoma however no response was received from them. Although it is

not known if a facility owned by AT&T Oklahoma exists in these easements, Owner Parties are cautioned to contact AT&T Oklahoma for this information.

7. By encroaching on said easements, the Owner Parties release Oklahoma Natural Gas, Cox Communications, Inc., Oklahoma Gas & Electric, Oklahoma Electric Cooperative and AT&T Oklahoma for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement areas.
8. Damages to Oklahoma Natural Gas, Cox Communications, Oklahoma Gas & Electric, Oklahoma Electric Cooperative and AT&T Oklahoma facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the sidewalks on the east and west sides of the residence as indicated in the application being located within the utility easements and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easements. Further, this Consent is given with the understanding that the Owner Parties are responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easements as required at any time in the future.

The City and the NUA, 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 and the NUA, or any other entity so authorized, upon said utility easements, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easements.

This Consent carries with it obligations and benefits affecting the land, and constitutes a covenant running with the land, shall be binding upon the Owner Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 12th day of November, 2019.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNER

By: _____

Brent Bartel
208 Wilderness Drive

COUNTY OF CLEVELAND)

) ss:

STATE OF OKLAHOMA)

On this _____ day of November, 2019, before me personally appeared Brent Bartel, to me known to be the identical person(s) who executed the same as their 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: _____

My Commission Number: _____