

**CONSENT**  
Consent to Encroachment No. 1213-4

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

Lot 5, Block 2, Cambridge Addition, Section 8, Cleveland County, Oklahoma a/k/a 4917 Cypress Lake Drive,

AND WHEREAS, the owner of the above-described property requests that a storage building, pool pump, and heating equipment be allowed to encroach upon the existing utility easement;

AND WHEREAS, the City has been requested to consent in writing for a storage building, pool pump, and heating equipment on the property to be installed at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said storage building, pool pump, and heating equipment 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, i.e. removal of the pool equipment and pad currently located at the end of the pool house located in the easement to the existing deck adjacent to the pool.; and
2. The property owner will be responsible for the cost to remove and relocate any and all plumbing, to extend no further into the easement than the pool house, if needed, to facilitate maintenance or repair of the City's easement; and
3. The property owner will install a gate in the fence adjacent to the manhole to allow access from the adjacent property, as well as, provide a signed agreement by the adjacent property owner allowing the gate to permanently remain in that location; and
4. The property owner will be responsible for the cost to repair or replace any or all of that portion storage building, pool pump and heating equipment caused by excavation, piercing, or other construction activities by the property owner or his agents in addition to any repair to the manhole needed as a result of the current building location; and
5. The property owner waives and releases any claims against the City for any damages to any or all of the portion of the pool building, pool pump and heating equipment caused by any excavation by the City for purposes of maintaining or replacing the City's or other utilities' facilities within the easement areas; and
6. 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 portion of the encroaching storage building, pool pump and/or heating equipment; and
7. 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 that portion of storage building, pool pump and/or heating equipment, as indicated in the application being located on the 10' 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 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 December, 2012.

THE CITY OF NORMAN, OKLAHOMA

\_\_\_\_\_  
Mayor

ATTEST:

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

On this \_\_\_\_ day of December, 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:  
Joe Wishnuck

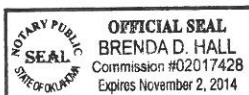
By: Joe Wishnuck

On this 12<sup>th</sup> day of December, 2012, before me personally appeared Joe Wishnuck 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.

My Commission Expires: 11-2-14

Brenda D. Hall  
Notary Public



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