

**CONSENT**

Consent to Encroachment No. 1415-3

WHEREAS, the City of Norman, Cleveland County, is in possession of 10' utility easement which contains an 8" sewer main on the land described as follows, to-wit:

Lot 17, Block 1, Cascade Estates Addition, Section 1, Cleveland County, Oklahoma a/k/a 3801 Tayport Street;

AND WHEREAS, the owner of the above-described property requests that a playhouse which is on skids be allowed to encroach upon the existing easement;

AND WHEREAS, the City has been requested to consent in writing for the playhouse to encroach at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said playhouse 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 easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner will be responsible for the cost the City incurs to remove any part of or all of the playhouse and any improvements, if needed, to facilitate maintenance or repair of the City's easement; and
3. The property owner will be responsible for the cost to repair or replace any part of or all of the playhouse and any improvements for such repairs.
4. The property owner waives and releases any claims against the City for any damages to any part of or all of the playhouse or improvements caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the easement area.
5. 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 playhouse.
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.

This consent is limited to the playhouse which is on skids 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) 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, 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, 2014.

THE CITY OF NORMAN, OKLAHOMA

\_\_\_\_\_  
Mayor

ATTEST:

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

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

On this \_\_\_\_\_ day of December, 2014, 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: \_\_\_\_\_  
Nicholas V. Merkley

COUNTY OF CLEVELAND            )  
                                                  ) ss:  
STATE OF OKLAHOMA            )

On this \_\_\_\_\_ day of December, 2014, before me personally appeared \_\_\_\_\_ 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: \_\_\_\_\_