

CONSENT

Consent to Encroachment No. 1112-10

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

Lot 20, Block 1, Castlerock Addition Section 3 to the City of Norman, Cleveland County, Oklahoma, a/k/a 4132 Nicole Place;

AND WHEREAS, the owner of the above-described property requests that portions of structures be allowed to encroach upon the existing utility easement;

AND, WHEREAS, the owner of the above-described property requests that additional encroachments for a concrete pad located in the northwest corner of the ONG 40' right-of-way easement, and a portion of a frame and wood floor shed located in the 40' utility easement. These additional structures are included in this consent to clear any title issues;

AND WHEREAS, the City has been requested to consent in writing for a portion of these structures to encroach upon existing utility easements on the property being located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said encroaching structures being allowed to encroach on the property being within and upon the utility easements 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 encroachments, 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 encroaching structures for such repairs;
4. The property owner waives and releases any claims against the City for any damages to any or all of encroaching structures 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 easements, 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 structures in the easements.
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 currently encroaching structures and concrete slab and garage as indicated in the application, being located within the utility easement, and the other established easements, the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within the easements. 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 easements 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 easements, 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 July, 2012.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this _____ day of July, 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: *Craig Parrott*
Craig Parrott, Owner

On this 3rd day of July, 2012, before me personally appeared Craig Parrott 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:



Notary Public

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