

CONSENT

Consent to Encroachment No. 1718-4

WHEREAS, the City of Norman, Cleveland County, is in possession of a 25-foot wide utility easement on the land described as follows, to-wit:

Lot 2, Block 1 of University North Park Professional Center Addition, City of Norman, Cleveland County, Oklahoma a/k/a 3501 24th Avenue Northwest;

AND WHEREAS, the owners of the above-described property request that a previously constructed monument sign be allowed to encroach upon the existing easement;

AND WHEREAS, the City has been requested to consent in writing for the monument sign to be allowed to encroach at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said previously constructed monument sign in the utility easement being allowed to encroach with the following conditions:

1. The property owners will 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. An 8-inch gravity sewer line is located within the 25-foot utility easement approximately 6-feet east of the property line. The property owners will 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
3. The property owners will be responsible for the cost the City incurs to remove any fence, sign, landscaping, curb, building, and/or any other structure if needed to facilitate maintenance or repair of the City's utilities; and
4. The property owners will be responsible for the cost to repair or replace any such fence, sign, landscaping, curb, building, and/or any other structure after such repairs; and
5. The property owners waive and release any claims against the City for any damages to the sign, building, and/or any related facilities/improvements caused by failure or repair and maintenance of the City's utilities within the easement area.
6. By encroaching on said utility easement, the property owners release Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T and/or Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any portion of the encroaching previously constructed sign.
7. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owners.

This Consent is limited to the previously constructed sign 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 owners are responsible for any and all direct and

