

CONSENT

Consent to Encroachment No. 1617-2

WHEREAS, the City of Norman, Cleveland County, is in possession of a ten foot (10") utility easement on the land described as follows, to-wit:

Lot 1, Block 2, Section 9 of The Vineyard Phase III, Cleveland County, Oklahoma a/k/a  
417 Nantucket Boulevard

AND WHEREAS, the owners of the above-described property request that a new home, designed with a twenty (20) foot building line on the west and a twenty-five (25) foot building line on the south, be built and be allowed to encroach five (5) feet upon the existing ten (10) foot easement for the depth of the house which is forty-five (45) feet along the east property line;

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

NOW, THEREFORE, the City of Norman does hereby consent to said home 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
4. While there are currently no water or sewer mains located within the ten (10) foot easement along the east property line, the property owners will be responsible for the cost of repairs for any damages to the City's ten (10) foot easement along the east property line caused by any excavation or other construction activities conducted on their behalf; and
6. The property owners will be responsible for the cost the City incurs to remove any or all portion of the home and any improvements, if needed, to facilitate maintenance or repair of the City's easement; and
7. The property owners will be responsible for the cost to repair or replace any or all portion of the home and any improvements for such repairs.
8. The property owners waive and release any claims against the City for any damages to any or all portion of the home or improvements caused by any excavation by the City for purposes of maintaining the City's facilities within the easement area.
9. 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 home.
10. 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 portion of the home 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 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 of Norman  
Post Office Box 370  
Norman, OK 73070

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, 2016.

THE CITY OF NORMAN, OKLAHOMA

\_\_\_\_\_  
Mayor

ATTEST:

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

OWNER

By: \_\_\_\_\_  
Bill Fiaconne  
Owner, 417 Nantucket Boulevard

COUNTY OF CLEVELAND     )  
                                          ) ss:  
STATE OF OKLAHOMA     )

On this \_\_\_\_\_ day of December, 2016, before me personally appeared Bill Fiaconne to me known to be the identical person who executed the same as his 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: \_\_\_\_\_