

## CONSENT

Consent to Encroachment No. 1617-3

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

Lot 1, Block 3 Brookhaven No. 40 Addition, City of Norman, Cleveland County, Oklahoma aka 2109 Brookhaven Boulevard;

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

AND WHEREAS, the City has been requested to consent in writing to a driveway be located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said driveway 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; and
2. While there are currently no water or sewer mains located within the ten (10) foot easement along the north 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 north property line caused by any excavation or other construction activities conducted on their behalf; and
3. The property owner will be responsible for the cost the City incurs to remove the driveway, if needed, to facilitate maintenance or repair of the City's utilities.
4. The property owner will be responsible for the cost to repair or replace the driveway after such repairs.
5. The property owner waives and releases any claims against the City for any damages to the driveway and related improvements caused by any excavation by the City for purposes of maintaining or replacing the City's utility facilities within the easement area.
7. OG&E should be contacted **two days prior to trenching closer than ten feet to an electric pole, or five feet to an underground line.** Further, ONG does have a main line within the proposed encroachment but does not object to the request to encroach with the personal driveway.
8. By encroaching on said easement, the property owners release Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and Cox Communications, Inc. for any damages to the driveway and related improvements caused by any excavation by these utility companies for purposes of maintaining or replacing the City's utility facilities within the easement area.
9. Damages to Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owners.

The consent is limited to the driveway as indicated in the application being located within the utility easement and the City does not authorize or consent to the construction or location of any other structure 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 utility 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 14<sup>th</sup> day of March, 2017.

THE CITY OF NORMAN, OKLAHOMA

\_\_\_\_\_  
Mayor

ATTEST:

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

OWNER

By: \_\_\_\_\_  
Evan Nixon, 1<sup>st</sup> Vice-President  
Builders' Association of South Central Oklahoma  
Owner, 2109 Brookhaven Boulevard

COUNTY OF CLEVELAND)

) ss:

STATE OF OKLAHOMA )

On this 14<sup>th</sup> day of March, 2017, before me personally appeared Evan Nixon, 1<sup>st</sup> Vice-President, 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: \_\_\_\_\_