

CONSENT

Consent to Encroachment No. 1516-5

WHEREAS, the City of Norman, Cleveland County, is in possession of a 10' utility easement, 5' of which is on the land described as follows, to-wit:

East Half of Lot 8, Lots 9 and 10, Block 6, Southridge Addition, Cleveland County, Oklahoma a/k/a
620 Tulsa Street

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

AND WHEREAS, the City has been requested to consent in writing for a portion of the existing garage building to encroach at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said portion of the existing garage building 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 and drainage easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner be responsible for the cost of repairs for any damages to the City's 8" sewer main located in the 10' easement on the adjacent lot approximately four (4) feet from the existing structure 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 any or all portion of the existing garage building and any improvements, if needed, to facilitate maintenance or repair of the City's easement; and
4. The property owner will be responsible for the cost to repair or replace any or all portion of the existing garage building and any improvements for such repairs.
5. The property owner waives and releases any claims against the City for any damages to any or all portion of the existing garage building or improvements caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the easement area.
6. The property owner agrees not to place any above ground structures in the drainage portion of the easement.
7. 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 garage building.
8. 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.
9. By encroaching on said easement, the property owner remises, releases and forever discharges Oklahoma Gas and Electric and its affiliates, directors, officers, employees, agents, successors and assigns (collectively and individually "OG&E"), of and from any and all debts, demands, actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, accounts, executions, claims and liabilities whatsoever of every name and nature, whether known or unknown, whether or not well founded in fact or in law, and whether in law or equity or otherwise, which the undersigned ever had, now has, or which the property owner or his heirs, executors or administrators can, shall or may have for or by reason of any matter, cause or anything whatsoever, the encroaching structure.
10. The property owner further agrees to protect, defend, indemnify and hold harmless Oklahoma Gas & Electric from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death

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

suffered by any person (including, without limitation, employees of Oklahoma Gas & Electric) related to, arising from or connected to the encroaching structure.

This consent is limited to the portion of the existing garage building 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 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 _____, 2016.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

OWNER:

By: _____
John H. Ryden

COUNTY OF CLEVELAND)
) ss:
STATE OF OKLAHOMA)

On this _____ day of _____, 2016, before me personally appeared _____ to me 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: _____