CONSENT
Consent to Encroachment No. 1314-5

WHEREAS, the City of Norman, Cleveland County, is in possession of a fifteen foot (15') utility easement on the land described as follows, to-wit:

Lot 15, Block 2, Highland Village Addition, Section 4, Norman, Cleveland County, Oklahoma a/k/a 300 Greens Parkway;

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

AND WHEREAS, the City has been requested to consent for a portion of driveway be allowed to encroach the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said portion of driveway to encroach into the utility easement with the following conditions:

1. The property owner contact and coordinate with the Norman Utilities Department for any manhole height adjustment that may be necessary to leave the manhole within the driveway accessible at all times for inspection and maintenance of the 8" sanitary sewer line contained in the easement; and

2. 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

3. The property owner will be responsible for the cost the City incurs to remove any or all portion of the driveway, if needed, to facilitate maintenance or repair of the City's utility easement; and

4. The property owner will be responsible for the cost to repair or replace any or all portions of the driveway; and

5. The property owner waives and releases any claims against the City for any damages to any or all of the driveway caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the utility easement areas; and

6. By encroaching on said utility and/or drainage 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 driveway; and

7. 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.

This consent is limited to the portion of driveway 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 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 _____, 2014.

THE CITY OF NORMAN, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

On this _____ day of _____, 2014, 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

OWNERS:

By: _____   By: _____
    Craig Wood

On this ____ day of September, 2013, before me personally appeared _____ 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: _____

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