

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2021-7

WHEREAS, the City of Norman, Cleveland County, is acquiring, and shall possess, public right-of-way on the land described as follows, to-wit:

Lot 17, Block 20, Original Townsite, City of Norman, Cleveland County,
Oklahoma. (320 North Porter Avenue)

AND WHEREAS, the owner(s) of the above-described property requests that an existing sign be allowed to encroach upon this public right-of-way;

AND WHEREAS, the City has been requested to consent in writing to an existing sign being located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said existing sign being within and upon the public right-of-way with the following conditions:

1. The property owners(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") are permitted to carry out future repairs, replacements, and/or improvements to the existing sign that would otherwise be allowable under City regulations despite this encroachment, so long as the degree of encroachment is not increased thereby.
2. The Owner Parties will be responsible for the cost to repair any damages to the City's infrastructure or right-of-way interest caused by repairs, replacement or improvement addressed above, and any excavation, piercing or other construction activities conducted by the Owner Parties or their agents in relation thereto;

The consent is limited to the existing sign as indicated and depicted 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 or otherwise encroaching the public right-of-way.

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 right-of-way, for any purpose associated with the maintenance, construction, relocation, etc. of any City infrastructure located within the said right-of-way easement.

This Consent carries with it obligations and benefits affecting the land, and constitutes a covenant running with the land, shall be binding upon the Owner Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 22nd day of
September, 2020.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNER, JERRY'S L.L.C.

By: 
Nina Shuman, Manager

COUNTY OF Cleveland)
STATE OF Oklahoma) ss:
)

On this 15 day of September, 2020, before me personally appeared Nina Shuman, to me known to be the manager of the Owner, JERRY'S L.L.C., and the identical person(s) who executed the same as their 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.

Tammy Griffis
Notary Public

My Commission Expires: 8-29-23

My Commission Number: 19008810

