

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2021-4

WHEREAS, the City of Norman and the Norman Utilities Authority (NUA), Cleveland County, are in possession of utility easements on the land described as follows, to-wit:

Lot 9A, Block 1, Trails Addition, Section 3, City of Norman, Cleveland
County, Oklahoma (2018 Morning Dew Trail)

AND WHEREAS, the owner(s) of the above-described property requests that an in-ground swimming pool (and associated improvements) be allowed to encroach upon existing utility easements;

AND WHEREAS, the City and the NUA have been requested to consent in writing to an in-ground swimming pool (and associated improvements) being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said in-ground swimming pool (and associated improvements) being within and upon the utility easements with the following conditions:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's and the NUA's utilities caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any swimming pool, fence, curb, landscaping, retaining wall, and/or any other structure if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any swimming pool, fence, curb, retaining wall, landscaping or any other structure after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement areas;
6. Oklahoma Electric Cooperative and Oklahoma Natural Gas have or will have facilities located in the newest easements however they are not opposed to the encroachment, so long as Owner Parties contact OKIE811 location services prior to excavation. Cox Communications has also stated that it does not object;

7. By encroaching on said easements, the Owner Parties release Oklahoma Electric Cooperative, Oklahoma Natural Gas, and Cox Communications for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement areas; and
8. Damages to Oklahoma Electric Cooperative, Oklahoma Natural Gas, and Cox Communications facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the installation of an in-ground swimming pool and associated improvements as indicated in the application being located within the utility easements and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easements. Further, this Consent is given with the understanding that the Owner Parties are responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easements as required at any time in the future.

The City and the NUA, 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 and the NUA, or any other entity so authorized, upon said utility easements, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easements.

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 25th day of August, 2020.

THE CITY OF NORMAN, OKLAHOMA

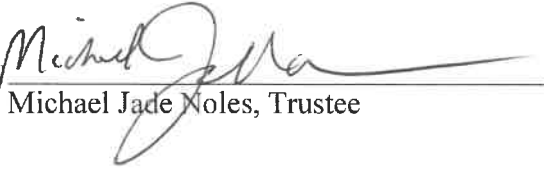
ATTEST:

Mayor

City Clerk

OWNER, Michael Jade Noles Trust

By:



Michael Jade Noles, Trustee

COUNTY OF Cleveland)
) ss:
STATE OF Oklahoma)

On this 19th day of August, 2020, before me personally appeared Michael Jade Noles, to me known to be the Owner Party 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.

Stacey Parker
Notary Public

My Commission Expires: Nov. 14, 2021

My Commission Number: 13010468

