

CONSENT
Consent to Encroachment No. 1213-1

WHEREAS, the City of Norman, Cleveland County, is in possession of drainage, utility and waterline easements on the land described as follows, to-wit:

Lot 1, Block 4, Brookhaven, Section 40, Cleveland County, Oklahoma a/k/a 1920 Rosebrook,

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

AND WHEREAS, the City has been requested to consent in writing for a portion of driveway on the property to be installed at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said portion of driveway on the property being within and upon the easements with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's drainage, utility and waterline easements caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner will be responsible for the cost the City incurs to remove any or all of the portion of driveway if needed, to facilitate maintenance or repair of the City's easements; and
3. The property owner will be responsible for the cost to repair or replace any or all of that portion of driveway for such repairs.
4. The property owner waives and releases any claims against the City for any damages to any or all of the portion of driveway caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the easement areas.
5. By encroaching on said easements, 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.
6. 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.

The consent is limited to the portion of driveway as indicated in the application being located within the 7.5' waterline easement and the 17' drainage/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 easements. 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 easements 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 sewer easement, for any purpose associated with the maintenance, construction, relocation, etc. of any sewer located within the said easement.

IN WITNESS WHEREOF, the undersigned has executed this consent this ____ day of October, 2012.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this _____ day of October, 2012, 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:
GEMINI DEVELOPMENT CORP.

By: _____
M. Kaiser Aziz

On this ____ day of October, 2012, 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: _____