

CONSENT  
Consent to Encroachment No. 1213-8

WHEREAS, the City of Norman, Cleveland County, is in possession of 7.5' water line easement and 10' utility and drainage easement on the land described as follows, to-wit:

Lot 3, Block 3, Brookhaven Addition, Section 40, Cleveland County, Oklahoma a/k/a 2101 Brookhaven Boulevard,

AND WHEREAS, the owner of the above-described property requests that a driveway be allowed to encroach upon the existing 7.5' water line easement and 10' utility and drainage easement;

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

NOW, THEREFORE, the City of Norman does hereby consent to said driveway being within and upon the 7.5' water line easement and 10' utility and drainage easement with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's 7.5' water line easement and 10' utility and drainage easement 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 driveway, if needed, to facilitate maintenance or repair of the City's easement; and
3. The property owner will be responsible for the cost to repair or replace any or all of that portion of the 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 the 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 7.5' water line easement and 10' utility and 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.
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 driveway as indicated in the application being located on the 7.5' water line easement and 10' utility and drainage 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 March, 2013.

THE CITY OF NORMAN, OKLAHOMA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

On this \_\_\_\_ day of March, 2013, 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

OWNER:  
Gemini Development Corp.

By: \_\_\_\_\_  
M. Kaiser Aziz

On this \_\_\_\_ day of March, 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