

AFTER RECORDING RETURN TO: *SASE
SOUTHWESTERN BELL TELEPHONE
COMPANY, D/B/A AT&T OKLAHOMA
7001 NW 23RD STREET, ROOM 306
BETHANY, OK 73008

Doc # R2017-38584 B: 5744 P: 425
11/22/2017 02:08:22 PM Pages: 6
Cleveland County Clerk, OK - Tammy Belinson
Fee \$ 23.00



23/M

ENCROACHMENT PERMIT

(6)

THIS PERMIT is issued as of the 13th day of November, 2017 by Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma ("AT&T"), a Delaware corporation, to UNPC Building 1, L.L.C., an Oklahoma limited liability company ("Permittee").

TERMS AND CONDITIONS

1. Purpose and Scope of Permit

AT&T hereby allows and permits Permittee the non-exclusive use of certain lands hereinafter described for the following purpose, subject to the conditions and stipulations herein set forth:

Permittee is allowed to: Install a concrete monument sign base for University North Park in an easement area occupied by Southwestern Bell Telephone facilities.

2. Encroachment Location(s)

A portion of the NE/4 of Section 14, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. Physical address of property is: 3501 24th Avenue NW, Norman, Oklahoma.

3. Risk of Entry

AT&T makes no warranty whatsoever as to physical conditions which exist now, or may exist hereafter, at said Encroachment Location(s) and Permittee accepts said Encroachment Location(s) "AS IS" and agrees to enter thereupon at Permittee's own risk.

4. Permittee's Duties

By accepting this Permit, Permittee agrees, without qualification or limitation:

- (a) to make no modifications or additions to its facilities at the Encroachment Location(s) without first obtaining AT&T's prior written consent;
- (b) to comply with the Oklahoma Underground Facility Damage Prevention Act, Oklahoma Statutes, 63 O.S. §142.1, et seq., prior to performing any construction, demolition or repairs at the Encroachment Location(s);
- (c) to not use at the encroachment location(s) any tool, equipment, or machinery capable of being operated within ten (10) feet of cable lines;
- (d) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T;
- (e) to assume all risks of and relieve AT&T of any and all liability for loss of damage to property or facilities installed by it and any other financial loss sustained by it;
- (f) to indemnify, defend and hold harmless AT&T from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, settlement liabilities, costs and expenses (including, without limitation, interest, penalties, and reasonable attorneys' fees and disbursements) that may from time to time be suffered or incurred by, or asserted against AT&T because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, or for any financial loss of whatever nature, in any way arising out of or in connection with this Permit or activities undertaken pursuant to this Permit, whether caused by the acts, negligence or willful misconduct of Permittee, its agents, employees, representatives, contractors, permitted assigns, or those under Permittee's control or by failure to perform the covenants or conditions of this Permit. Permittee's obligations to indemnify and hold harmless shall survive any termination or abandonment of this Permit. For purposes of indemnifications set forth in this Permit, "AT&T" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors;
- (g) to neither cause nor permit use of the rights herein granted by any other person except Permittee's lawful successors, and if Permittee is a utility company, any transferee of the utility system (or operating component of a utility system) of which the Permittee's facilities at the Encroachment Location(s) are a part;

- (h) that AT&T retains all of its rights with respect to its property, right-of-way or easement. Specifically, AT&T retains the right to access its telecommunications facilities to repair, maintain or augment its telecommunications network. Any damage to Permittee's facilities as a result of AT&T's exercise of its rights with respect to its property, right-of-way or easement shall be the sole responsibility of Permittee;
- (i) to not use, have present nor transport on or about the Encroachment Location(s) any hazardous or toxic materials, wastes or substances or any pollutants or contaminants ("Hazardous Substances"), without the prior express written consent of AT&T. If at any time during the term of this Permit, Permittee knows or has reason to believe that any Hazardous Substances have come, or will come, to be located upon, about, or underneath the Encroachment Location(s), then Permittee shall, as soon as reasonably possible, give verbal and written notice of that condition to AT&T. Permittee covenants to investigate, clean-up and otherwise remediate any release of such Hazardous Substances by Permittee, its agents, employees, representatives, contractors, permitted assigns, or those under Permittee's control at Permittee's cost and expense. Permittee shall notify AT&T prior to commencing any clean-up or remediation; and
- (j) NOTWITHSTANDING ANY PROVISION OF THIS PERMIT TO THE CONTRARY, EXCEPT AS SET FORTH IN PARAGRAPH 4(f), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

5. Incompatible Facilities

This Permit is issued by AT&T and accepted by Permittee with the mutual belief that the facilities of each can exist at the Encroachment Location(s) in the form contemplated when this Permit was issued without disruption to the other. If at any time Permittee's facilities (as described in Section 1) are determined in AT&T's judgment, acting in a commercially reasonable manner, to be incompatible with AT&T's then existing facilities, Permittee agrees it shall cure any such incompatibility by modifying its facilities to allow AT&T use and access to its easement.

6. Fee Title: Superiority of Prior Interest

If neither AT&T nor Permittee own fee simple title to the lands at the Encroachment Location(s), the authorization required by Permittee from the fee simple owner shall be obtained at Permittee's sole cost. In any judicial construction of this Permit, it shall be recognized that AT&T, by virtue of prior rights and prior possession and by virtue of this Permit, shall enjoy with respect to the Encroachment Location(s) rights superior to those of Permittee.

7. Cost

This permit is issued by AT&T and accepted by Permittee with the understanding that Permittee's use of the permission herein granted shall not result in any cost to AT&T. No claims for payment or performance shall be made of AT&T by Permittee and any expenses incurred by AT&T related to Permittee's exercise of the rights herein permitted shall be promptly reimbursed to AT&T by Permittee. In enforcing this permit against Permittee, AT&T shall be entitled to collect reasonable attorney's fees, court costs and interest on the principal sum.

8. Notices

Except as expressly otherwise provided, any demand, notice or other communication to be given to a party in connection with this Permit shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other.

AT&T: **AT&T Oklahoma/ROW Agent**
7001 NW 23rd Street
Room 306
Bethany, OK 73008

Permittee: **UNPC Building 1, L.L.C.**
Attn: Hunter Miller
2221 W. Lindsey, Suite 201
Norman, OK 73069

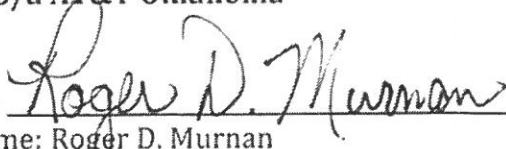
Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested, or by commercial overnight delivery service on the date of receipt thereof.

9. Successors and Assigns

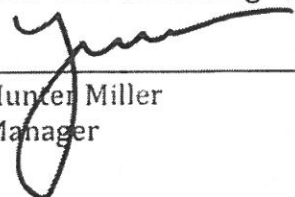
The permission hereby given shall be binding upon the heirs, administrators, executors and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first above set forth.

**Southwestern Bell Telephone Company,
d/b/a AT&T Oklahoma**

By: 
Name: Roger D. Murnan
Title: Area Manager

Permittee: UNPC Building 1, L.L.C.

By: 
Name: Hunter Miller
Title: Manager

ACKNOWLEDGMENTS

STATE OF Oklahoma)
COUNTY OF Cleveland)

BEFORE ME, the undersigned authority, on this day personally appeared Hunter Miller, known to me to be the person whose name is subscribed to the foregoing instrument as the Manager of UNPC Building 1, L.L.C., and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said entity.

Given under my hand and seal of office this the 13th day of November 2017.

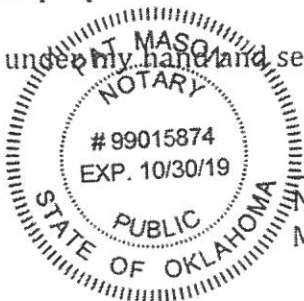


Craig D. Eodentamer
Notary Public in and for the State of Oklahoma
My Commission Expires: 01/31/2018

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, on this day personally appeared Roger D. Murnan, of Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same for and as the act of and deed of Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma, thereof, and for purposes and consideration therein expressed.

Given under my hand and seal of office this the 21st day of November 2017.



Pat Maso
Notary Public in and for the State of Oklahoma
My Commission Expires: 10/30/2019



October 10, 2017

D Signs & Wonders, LLC
108 E 9th St.
Paden, OK 74860

Attn: David Allen

RE: Request for Letter of No Objection for an Administrative Revocable Permit for a monument sign at 3501 24th Ave NW, Norman, Oklahoma

Cox Communications has no objection to the City of Norman granting a revocable permit to erect, construct, install, and maintain installation of a new monument sign for the property located at 3501 24th Avenue NW. Please be advised that Cox Communications does have underground facilities in the vicinity (see attached map); therefore, proceeding with caution is recommended and requested.

Prior to beginning any digging and/or trenching activities, please call OKIE-ONE 1-800-522-6543 for the exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs, are necessary Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

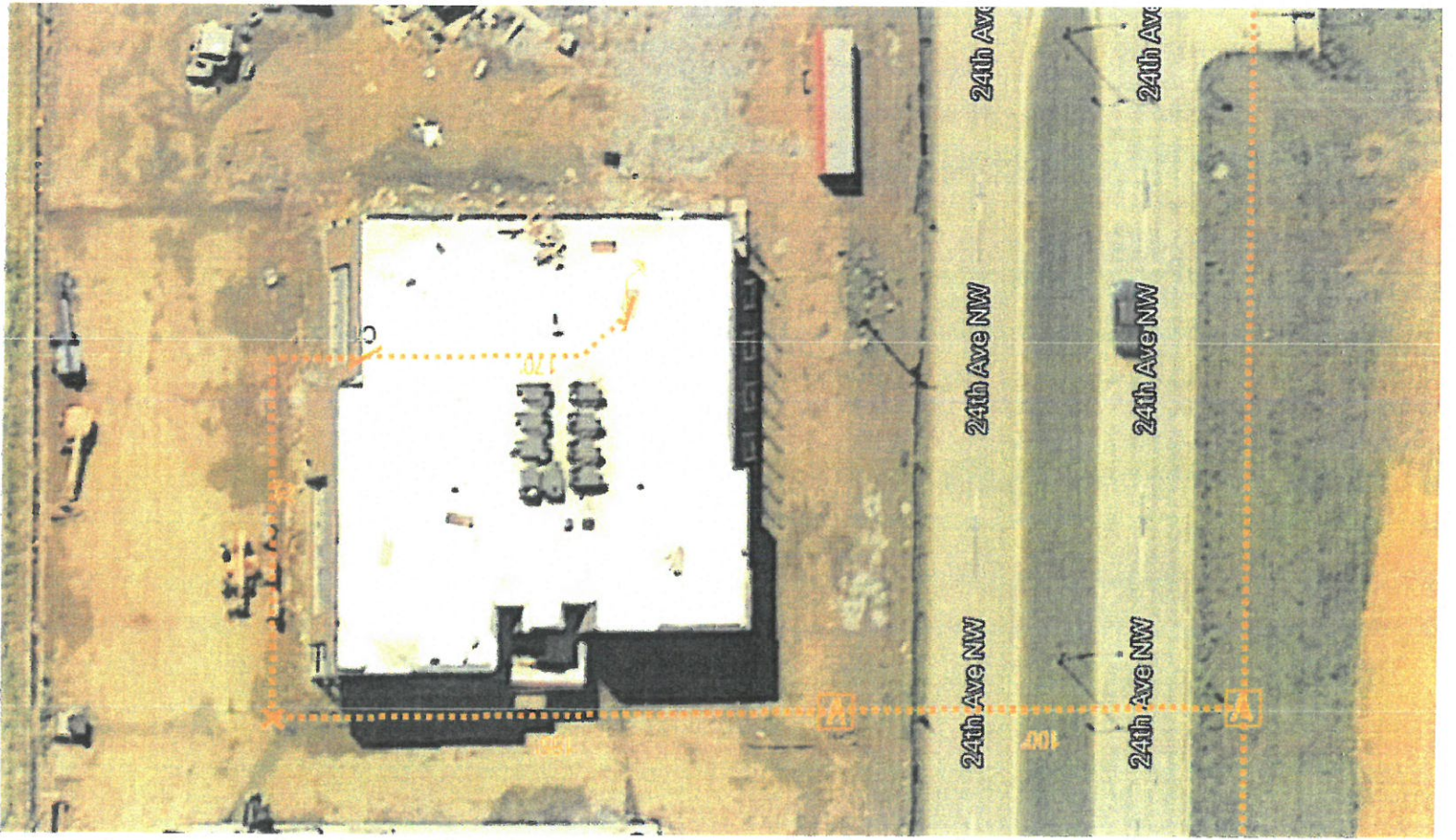
If you have any question or concerns, please feel free to contact our office at (405) 605-1440 or email OKRightofWay@cox.com

Sincerely,

Ann Cypert

Ann Cypert
Right-of-Way Agent – Contract
Cox Communications

Enclosure: System Print



24th Ave NW

24th Ave NW

24th Ave NW

24th Ave NW

24th Ave NW

24th Ave NW

100'



4901 N. Santa Fe
Oklahoma City, OK. 73118
oklahomanaturalgas.com

David Allen
D Signs & Wonders LLC
Paden, Oklahoma

Dear, David Allen,

LETTER OF NO OBJECTION FOR A REVOCABLE CONSTRUCTION PERMIT FOR NEW CONSTRUCTION FOR CONCRETE MONUMENT SIGN BASE AT THIS LOCATION ENCROACHING INTO THE UTILITY EASEMENT AT UNIVERSITY NORTH PARK 3501 24TH AVE. NW IN THE CITY OF NORMAN OKLAHOMA, CLEVELAND COUNTY, NW ¼ - SEC13 – AND THE NE ¼ SEC14 – T9N – R3W

Oklahoma Natural Gas Company does not object to the City of Norman issuing a permit for the purpose described above.

We have ONG gas mains in the easements in this location. We do request that the Okie One-Call System ([840-5032](tel:840-5032)) be contacted a minimum of forty-eight (48) hours prior to any construction being done. If you should need any of our lines relocated to accommodate your excavation an estimate will be prepared for you.

If we can be of further assistance, please let us know.

Sincerely,

Bryan Haynes 11/08/17

Bryan Haynes
Project Coordinator
Oklahoma Natural Gas



SEPTEMBER 19, 2017

UNPC BUILDING 1, LLC
ATTN: HUNTER MILLER
2221 WEST LINDSEY, SUITE 201
NORMAN, OK. 73069

DESCRIPTION OF WORK: Approval to encroach into an OG&E easement
LEGALS OF WORK LOCATION: Lot 2, Block 1, University North Park Professional Center,
Norman, Cleveland County

Mr. Miller;

Your request for approval from Oklahoma Gas & Electric Company (OG&E) to allow the encroachment of a sign into the OG&E easement located adjacent to the road right of way on the west side of the above mentioned lot, has been reviewed. Our records indicate OG&E has overhead facilities in this easement. It is our understanding the sign will be six feet in height. Care will need to be taken not to disturb our overhead facilities on the property. With this in mind, OG&E does not object to the proposed work, provided, the applicant abides by all of the city of Norman guidelines for the type of work to be done, and does the following:

- 1.) Notify "Call-Okie" at (405) 840-5032 at least 48 hours before digging to have all lines marked.
- 2.) If equipment is involved and is as high as the lowest OG&E overhead wire, approximately 18 feet, and it will be operating within 10 feet of our wire, you should call OG&E construction at 553-5143, to have wires covered
- 3.) **Call OG&E construction at 553-5143 two days before drilling and/or trenching closer than eight feet to an OG&E utility pole and/or wire, or five feet to an OG&E underground line.**
- 4.) OG&E would not be held responsible for damaging a private line in a (public/platted) easement.
- 5.) OG&E would need to be reimbursed for any damage to its facilities.
- 6.) OG&E would need to be reimbursed ahead of time for the cost of relocating any facilities.

Should service to our customers be disrupted due to work being performed by you or your contractors, all parties involved will be responsible for any costs incurred by OG&E to restore service. Obtaining a Permit from the city of Norman or beginning the above referenced work constitutes acceptance of the terms of this letter. If you have any questions, or if I can provide you with any other information, please contact me at (405) 553-8033.

Sincerely,

Timothy J. Bailey
Right-Of-Way Agent

RE: Sign Base encroachment -
University North Park, 3501 24th
Ave NW, Norman, OK



Wed 10/11/2017 9:54 AM

From: Wes White

To: "dallen@signsandwondersok.com"

OEC has no objection to the Sign Base encroachment -
University North Park, 3501 24th Ave NW, Norman, OK.

Thanks Wes White

From: David Allen

[mailto:dallen@signsandwondersok.com]

Sent: Monday, October 9, 2017 10:23 AM

To: MB932H@att.com; Dana.Egli@onegas.com;

David.Riesland@NormanOK.gov;

Drew.Nixon@onegas.com; Greg.Hall@NormanOK.gov;