

CONSENT

Consent to Encroachment No. EN-1819-5

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

Lot 6, Block 1, Cambridge No. III Addition, City of Norman, Cleveland County, Oklahoma a/k/a 5220 Montrose Circle;

AND WHEREAS, the owner(s) of the above-described property requests that a covered porch/patio be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to a covered porch/patio being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said covered porch/patio being within and upon the utility easement with the following conditions:

1. The property owner(s) 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 property owner(s) or their agents; and
2. The property owner(s) will be responsible for the cost the City and the NUA incurs to remove any fence, curb, landscaping, retaining wall, and/or any other structure if needed to maintain or repair NUA facilities; and
3. The property owner(s) will be responsible for the cost to repair or replace any fence, curb, retaining wall, landscaping or any other structure after such repairs.
4. The property owner(s) 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 area.
5. Oklahoma Gas & Electric and Oklahoma Natural Gas have facilities located in the easement however they are not opposed to the encroachment, so long as they are notified should their respective facility need to be relocated to accommodate excavation or construction. Also, AT&T Oklahoma has cautioned they do not object to the encroachment so long as it does not interfere with access to their pedestal. Oklahoma Electric Cooperative and Cox Communications, Inc. also do not object.
6. By encroaching on said easement, the property owner(s) release Oklahoma Gas & Electric, Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T Oklahoma, and Cox Communications, Inc., 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 area.

7. Damages to Oklahoma Gas & Electric, Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T Oklahoma, and Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owner(s).

The consent is limited to the covered porch/patio as indicated 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 the easement. Further, this Consent is given with the understanding that the property owner(s) is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easement 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 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 28th day of May, 2019.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

OWNER(S)

By: _____
Marion F. Hutchison, II, Trustee
5220 Montrose Circle

By: _____
Anne L. M. Hutchison, Trustee
5220 Montrose Circle

COUNTY OF CLEVELAND)

) ss:

STATE OF OKLAHOMA)

On this _____ day of May, 2019, before me personally appeared Marion F. Hutchison, II, and Anne L. M. Hutchison, Trustees, to me known to be 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.

Notary Public

My Commission Expires: _____

My Commission Number: _____