

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2324-3

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 1, Block 8, Vintage Creek Addition, Section 1, City of Norman,
Cleveland County, Oklahoma (716 Legacy Avenue)

AND WHEREAS, the owner(s) of the above-described property requests that a proposed retaining wall be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the proposed retaining being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said proposed retaining wall being within and upon the utility easement 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 utilities or infrastructure 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 retaining wall, driveway, structure, paving, curb, retaining wall, landscaping and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any retaining wall, driveway, structure, paving, curb, retaining wall, landscaping, or any other item 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 area;
6. Oklahoma Natural Gas and Cox Communications does not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. AT&T Oklahoma and Oklahoma Electric Cooperative also do not object. The area is not serviced by Oklahoma Gas & Electric;
7. By encroaching on said easement, the Owner Parties release Oklahoma Natural Gas, Cox Communications, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric 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; and

- 8. Damages to Oklahoma Natural Gas, Cox Communications, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the proposed retaining wall 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 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 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 drainage and/or utility located within the said easement.

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 24th day of October, 2023.

THE CITY OF NORMAN, OKLAHOMA

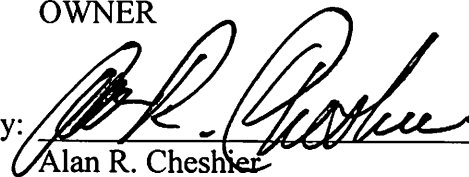
ATTEST:

Mayor

City Clerk

OWNER

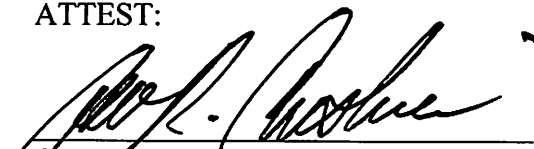
By:



Alan R. Cheshier

President, Muirfield, Inc.

ATTEST:



Corporate Secretary
Muirfield, Inc.

COUNTY OF CLEVELAND)
) ss:
STATE OF OKLAHOMA)

On this 17th day of October, 2023, before me personally appeared Alan R. Cheshier, President, Muirfield, Inc., to me known to be the Owner Parties 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.

Cindy Daugherty
Notary Public

My Commission Expires: 10-29-24

My Commission Number: 00016782

