

**CONSENT AGREEMENT AND COVENANT**

Consent to Encroachment No. EN-2324-5

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

Lot 10, Block 7, Marlatt Addition, City of Norman, Cleveland County,  
Oklahoma (5512 36th Avenue NW)

AND WHEREAS, the owner(s) of the above-described property requests that a proposed metal storage building 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 metal storage building being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said proposed metal storage building 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 shall be required to apply for and receive any applicable permits prior to commencing work and shall construct the proposed metal building precisely as depicted in the application, and shall make no alterations to the same without further review and approval by the City and/or the NUA;
3. At the City's sole discretion, the property owner shall be responsible for the cost the City incurs to remove any improvements or structure if needed to install, maintain, or repair NUA facilities in the existing easement or provide satisfactory additional easement at no cost to the City or other entity installing a sewer line for public dedication. The Owner acknowledges that where the City, in its sole discretion, deems a revised sewer alignment unfeasible, provision of easement may not be a satisfactory solution and may necessitate removal or a portion or all of the building;
4. Where the City, in its sole discretion, determines to and is able to revise sanitary sewer alignment to route around the proposed metal building, the reasonably necessary costs of said rerouting shall be borne by the property owner (at this time, said costs are approximately \$43,700 in 2024 dollars but actual construction costs, whether lower or higher than the estimated cost, will be required to be paid or will be assessed against the property in accordance with applicable law);
5. Where the City, in its sole discretion, determines the need to remove a portion or all of said proposed metal building, the City shall bear no responsibility for damages for the loss or replacement of said proposed metal building. Instead, the property owner shall be solely

responsible for the cost to repair or replace any improvements or structure after any utility installation, repairs, or maintenance by the City or NUA. The Owner acknowledges that the City, in its sole discretion, may determine those areas of the originally platted easement in which the proposed metal building, or any portion of it, cannot be reconstructed

6. The Owner Parties hereby waive and release any claims against the City and the NUA, or any affected franchisee utilities, for any damages to the metal building and related improvements caused by installation of utilities, failure or repair and maintenance of the City's and the NUA's facilities within the easement area;
7. AT&T Oklahoma has inactivated their facility located in the easement and does not oppose to the encroachment. Upon information and belief, no other facility currently exists in the easement; and
8. Damages to existing facilities of the City or NUA or any affected franchise utility resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the proposed metal storage building 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 14th day of May, 2024.


THE CITY OF NORMAN, OKLAHOMA

ATTEST:

\_\_\_\_\_  
Mayor

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

OWNER

By:   
Gregory L. Rushing  
Co-Trustee, Revocable Living Trust

OWNER

By: (see next page)  
Dana L. Rushing  
Co-Trustee, Revocable Living Trust

COUNTY OF Cleveland )  
STATE OF Oklahoma ) ss:

On this 8 day of May, 2024, before me personally appeared Gregory L. Rushing and ~~Dana L. Rushing~~, to me known to be Co-Trustees of the Gregory L. and Dana L. Rushing Revocable Living Trust and 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. <sup>Se.</sup>

Witness my hand and official seal the day and year last above written.



  
Notary Public

My Commission Expires: 1/25/2025

My Commission Number: 21001091

OWNER

By: (see previous page)  
Gregory L. Rushing  
Co-Trustee, Revocable Living Trust

OWNER

By: [Signature]  
Dana L. Rushing  
Co-Trustee, Revocable Living Trust

COUNTY OF Cleveland )  
STATE OF Oklahoma ) ss:

On this 10 day of May, 2024, before me personally appeared ~~Gregory L. Rushing~~ and Dana L. Rushing, to me known to be Co-Trustees of the Gregory L. and Dana L. Rushing Revocable Living Trust and 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.



[Signature]  
Notary Public

My Commission Expires: 1/25/2025

My Commission Number: 21001091