

**CONSENT AGREEMENT AND COVENANT**

Consent to Encroachment No. EN-2122-4

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 12, Block 5, St. James Park Addition, Section 5, City of Norman,  
Cleveland County, Oklahoma (3206 Watford Court)

AND WHEREAS, the owner(s) of the above-described property requests that the existing home foundation be allowed to encroach upon an existing drainage and utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the existing home foundation being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said existing home foundation being within and upon the drainage and 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 foundation, 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 foundation, 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. Cox Communications and Oklahoma Gas & Electric do 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 Natural Gas;
7. By encroaching on said easement, the Owner Parties release Cox Communications, Oklahoma Natural Gas, 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 Cox Communications, Oklahoma Natural Gas, 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 existing home foundation as indicated in the application being located within the drainage and 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 drainage and 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 drainage and 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 9th day of August, 2022.

THE CITY OF NORMAN, OKLAHOMA


ATTEST:

\_\_\_\_\_  
Mayor

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

OWNER

By:

  
\_\_\_\_\_  
Scott Humphreys, Manager  
Brookfield Custom Homes, LLC

COUNTY OF CLEVELAND

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) ss:

STATE OF OKLAHOMA

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On this 3rd day of August, 2022, before me personally appeared Scott Humphreys, Manager, Brookfield Custom Homes, LLC, 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.

  
Notary Public

My Commission Expires: 12/30/2023

My Commission Number: 19012807

