CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2627-1

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 3, Block 1, Brookhaven No. 44 Addition, City of Norman, Cleveland County, Oklahoma (3805 Brenton Circle)

AND WHEREAS, the owner(s) of the above-described property requests that the 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 wall 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, piering 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, patio, structure, curb, 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, patio, structure, curb, 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 Electric Cooperative and Oklahoma Natural Gas do not object to the encroachment. AT&T, Cox Communications, and Oklahoma Gas & Electric responded that it has facilities in the area but also do not object to this request;

7. By encroaching on said easement, the Owner Parties release Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of installing, maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

8. Damages to Oklahoma Electric Cooperative, Oklahoma Natural Gas, AT&T, Cox Communications, 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 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 10th day of November, 2026.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

_____
Stephen T. Holman, Mayor

_____
Jamie Meyer, City Clerk

[Continued on the following page]

OWNER

By: Jeffery Todd Jenson

State of Oklahoma)
) SS:
County of Cleveland)

On this 4 day of November, 2026, personally appeared before me, Jeffery Todd Jenson, known to me to be the Owner Party and the identical person who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
SARAH ENCINIAS
Commission # 21001091
Expires January 25, 2029

OWNER

By: Sheri Jo Jenson

State of Oklahoma)
) SS:
County of Cleveland)

On this 4 day of November, 2026, personally appeared before me, Sheri Jo Jenson, known to me to be the Owner Party and the identical person who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
SARAH ENCINIAS
Commission # 21001091
Expires January 25, 2029