

## **CONSENT AGREEMENT AND COVENANT**

Consent to Encroachment No. EN-2021-11

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

Lot 3, Block 1, Smoking Oak 2 Addition, City of Norman, Cleveland  
County, Oklahoma (1715 Smoking Oak Drive)

AND WHEREAS, the owner(s) of the above-described property requests that the existing accessory building, existing pool patio pavement, and the expansion of the paved driveway be allowed to encroach upon existing utility easements;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the existing accessory building, existing pool patio pavement, and the expansion of the paved driveway being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said existing accessory building, existing pool patio pavement, and the expansion of the paved driveway being within and upon the utility easements 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 accessory building, paving, curb, landscaping, retaining wall, 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 accessory building, 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 areas;
6. Cox Communications does not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. Oklahoma Gas & Electric also does not oppose to the encroachment so long as Owner Parties take into consideration to not disturb their above and below ground facilities. Oklahoma Electric Cooperative also does not object;
7. By encroaching on said easements, the Owner Parties release Cox Communications, Oklahoma Gas & Electric, Oklahoma Natural Gas, Oklahoma Electric Cooperative, and

AT&T 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 areas; and

8. Damages to 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 existing accessory building, existing pool patio pavement, and the expansion of the paved driveway as indicated in the application being located within the utility easements and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easements. 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 easements 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 easements, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easements.

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 10<sup>th</sup> day of August, 2021.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

\_\_\_\_\_  
Mayor

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

OWNER

By: \_\_\_\_\_  
Laura McCall Hudgens, Trustee of the  
Laura McCall Hudgens Family Trust

