

CONSENT

Consent to Encroachment No. EN-1920-1

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 22, Brookhaven 17 Addition, City of Norman, Cleveland County, Oklahoma a/k/a 4412 Winding Ridge Circle;

AND WHEREAS, the owner(s) of the above-described property requests that a pool/spa and landscaping be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to a pool/spa and landscaping being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said pool/spa and landscaping 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"), be responsible for the cost to repair any damages to the City's and the NUA's utilities caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents; and
2. There is an existing eight (8") inch vitrified clay sanitary sewer line located within said easement at an average depth of ten (10') feet and the property owner(s) will be responsible for the cost of repairs for any damages to the City's ten (10') foot easement along the south property line caused by any excavation or other construction activities conducted on their behalf; and
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any fence, curb, landscaping, retaining wall, and/or any other structure if needed to maintain or repair NUA facilities; and
4. The Owner Parties will be responsible for the cost to repair or replace any fence, curb, retaining wall, landscaping or any other structure after such repairs.
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, Inc. have facilities located in the easement however they are not opposed to the encroachment, so long as they are notified should their respective facility need to be relocated to accommodate excavation or construction. Oklahoma Gas & Electric, Oklahoma Electric Cooperative and AT&T Oklahoma have also stated that they do not object.

7. By encroaching on said easement, the Owner Parties release Oklahoma Natural Gas, Cox Communications, Inc., Oklahoma Gas & Electric, Oklahoma Electric Cooperative and AT&T Oklahoma 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.
8. Damages to Oklahoma Natural Gas, Cox Communications, Inc., Oklahoma Gas & Electric, Oklahoma Electric Cooperative and AT&T Oklahoma facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the pool/spa and landscaping 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 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 Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 8th day of October, 2019.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNER(S)

By: _____

Steven T. McDaniel
4412 Winding Ridge Circle

By: _____

Taylor K. McDaniel
4412 Winding Ridge Circle

COUNTY OF CLEVELAND)

) ss:

STATE OF OKLAHOMA)

On this _____ day of October, 2019, before me personally appeared Steven and Taylor McDaniel, to me known to be 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: _____

My Commission Number: _____