

CONSENT

Consent to Encroachment No. 1718-1

WHEREAS, the City of Norman, Cleveland County, is in possession of a drainage easement on the land described as follows, to-wit:

Lot 9, Block 5, Brookhaven Addition, Section 33, City of Norman,
Cleveland County, Oklahoma aka 501 Manor Hill Court;

AND WHEREAS, the owners of the above-described property request that a driveway be allowed to encroach upon an existing easement that is located in the north portion of the property;

AND WHEREAS, the City has been requested to consent in writing for a driveway to be allowed to encroach at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said driveway in the drainage easement being allowed to encroach with the following conditions:

1. The property owners will be responsible for the cost of repairs for any damages to the City's drainage easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owners will be responsible for the cost of repairs for any damages to the City's forty-eight (48) inch reinforced concrete storm sewer pipe located in the ten (10) foot drainage easement north of the property caused by any excavation or other construction activities conducted on their behalf; and
3. The installation of the driveway will be inspected and not allowed to block any possible stormwater overflow; and
4. The property owners will be responsible for the cost the City incurs to remove the driveway, if needed, to facilitate maintenance or repair of the City's easement and/or forty-eight (48) inch reinforced concrete storm sewer pipe; and
5. The property owners agree not to place any above ground structures in the drainage portion of the easement.
6. The property owners will be responsible for the cost to repair or replace the driveway after such repairs; and
7. The property owners waive and release any claims against the City for any damages to the driveway and related improvements caused by any excavation by

the City for purposes of maintaining or replacing the City's drainage facilities within the easement area; and

8. By encroaching on said drainage easement, the property owners release Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T and/or Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any portion of the encroaching driveway.
9. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T and/or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owners.

The consent is limited to the driveway as indicated in the application being located within the drainage 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 property owners 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 easement as required at any time in the future.

The City, 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, or any other entity so authorized, upon said drainage easement, for any purpose associated with the maintenance, construction, relocation, etc. of any drainage located within the said easement.

IN WITNESS WHEREOF, the undersigned has executed this consent this 11th day of July, 2017.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

OWNERS

By: _____

Stephen Lewis
Owner, 501 Manor Hill Court

OWNER

By: _____

Kristy Lewis
Owner, 501 Manor Hill Court

COUNTY OF CLEVELAND)

) ss:

STATE OF OKLAHOMA)

On this 11th day of July, 2017, before me personally appeared STEPHEN LEWIS AND KRISTY LEWIS, residential owners, to me to be known to be the identical person(s) who executed the same as his/her 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: _____