

CONSENT

Consent to Encroachment No. 1617-1

WHEREAS, the City of Norman, Cleveland County, is in possession of a 15' utility easement on the land described as follows, to-wit:

Lot 14, Block 2, Section 2 of Las Colinas Addition, Cleveland County, Oklahoma a/k/a
4200 Las Colinas Lane

AND WHEREAS, the owners of the above-described property request that a swimming pool be allowed to encroach upon the existing easement that is located along the rear (south) property line;

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

NOW, THEREFORE, the City of Norman does hereby consent to said swimming pool in the utility 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 utility and drainage easement caused by any excavation or other construction activities conducted on their behalf; and
2. Construction plans for the relocation of a retaining wall from a professional engineer must be submitted to the Public Works Department/Engineering Division for approval prior to the approval of a swimming pool permit; and
3. The retaining wall must be relocated and constructed prior to the approval of a swimming pool permit; and
4. The Oklahoma Electric Cooperative electric line must be relocated prior to the approval of a swimming pool permit; and
5. While there are currently no water or sewer mains located within the 15' easement along the northeast property line, the property owners will be responsible for the cost of repairs for any damages to the City's 15' easement along the rear (south) property line caused by any excavation or other construction activities conducted on their behalf; and
6. The property owners will be responsible for the cost the City incurs to remove any or all portion of the swimming pool and any improvements, if needed, to facilitate maintenance or repair of the City's easement; and
7. The property owners will be responsible for the cost to repair or replace any or all portion of the swimming pool and any improvements for such repairs.
8. The property owners waive and release any claims against the City for any damages to any or all portion of the swimming pool or improvements caused by any excavation by the City for purposes of maintaining the City's facilities within the easement area.
9. By encroaching on said utility 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 retaining wall and swimming pool.
10. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owners.

The City of Norman
Post Office Box 370
Norman, OK 73070

This consent is limited to the portion of the swimming pool as indicated in the application being located on the utility easement, and the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within or above 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 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 utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easement.

IN WITNESS WHEREOF, the undersigned has executed this consent this _____ day of October, 2016.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

OWNER

By: _____
J. Taylor Hines, Co-Trustee of the
Hines Family Revocable Trust
Owner, 4200 Las Colinas Lane

COUNTY OF CLEVELAND)
) ss:
STATE OF OKLAHOMA)

On this _____ day of October, 2016, before me personally appeared J. Taylor Hines to me known to be the identical person who executed the same as his 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: _____