

CONSENT

Consent to Encroachment No. EN-1819-2

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

Lot 22, Block 3, Summit Lakes Addition Section 7, City of Norman,
Cleveland County, Oklahoma a/k/a 621 Summit Crest Lane;

AND WHEREAS, the owner of the above-described property requests that a retaining wall be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City has been requested to consent in writing to a retaining wall being located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said retaining wall being within and upon the utility easement with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility easement caused by any excavation or other construction activities conducted on their behalf; and
2. There is a Sanitary Sewer Force Main located within said easement and the property owners will be responsible for the cost of repairs for any damages to the City's seventeen (17') foot easement along the east property line caused by any excavation or other construction activities conducted on their behalf; and
3. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation, piercing or other construction activities conducted by the property owner or his agents.
4. The property owner will be responsible for the cost the City incurs to remove any fence, curb, retaining wall, landscaping, building, and/or any other structure if needed to facilitate maintenance or repair of the City's utilities.
5. The property owner will be responsible for the cost to repair or replace any fence, curb, retaining wall, landscaping or any other structure after such repairs.
6. The property owner will waive and release any claims against the City for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's utilities within the easement area.

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

8. Damages to Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and 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 retaining wall 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 property owner is 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, 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 11th day of September, 2018.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

OWNERS

By: _____
Holly and Robert Hagen
621 Summit Crest

COUNTY OF CLEVELAND)

) ss:

STATE OF OKLAHOMA)

On this 11th day of September, 2018, before me personally appeared Holly and Robert Hagen, to me 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: _____