

AMENDED AGREEMENT AND CONSENT

Consent to Encroachment No. EN-1920-5 AMD

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

Lot 11, Block 1, Brookhaven No. 25 Addition, City of Norman, Cleveland
County, Oklahoma. (3701 Hidden Hill Road)

AND WHEREAS, the owner(s) of the above-described property was previously granted consent for the addition to their property and now requests that the installation of a driveway also be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to amend the previous consent and allow for the addition to their property and the installation of a driveway being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said addition to the property and the installation of a 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 and the NUA's utilities 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 additional 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 paving, fence, curb, landscaping, retaining wall, and/or any other structure if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any paving, fence, curb, landscaping, retaining wall, or any other structure 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 area;
6. AT&T Oklahoma and Oklahoma Natural Gas have facilities located in the easement however they are not opposed to the amended encroachment, so long as Owner Parties contact OKIE811 location services and that the facility owners are notified should their respective facility need to be relocated to accommodate excavation or construction. Cox Communications, Oklahoma Gas & Electric, Oklahoma Electric Cooperative and Century Link has also stated that they do not object;
7. By encroaching on said easement, the Owner Parties release AT&T, Cox Communications, Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma

Natural Gas, and Century Link 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; and

8. Damages to AT&T Oklahoma, Cox Communications, Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, and Century Link facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The amended consent now includes the installation of a driveway to the previously allowed addition to the existing residence, as indicated in the amended 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 Amended 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 amended 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 Amended 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 amended consent this 13th day of October, 2020.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNERS

By:

Carl R. Hendrix, Trustee
Hendrix Living Trust
3701 Hidden Hill Road

By:

Vanessa A. Hendrix, Trustee
Hendrix Living Trust
3701 Hidden Hill Road

