

CONSENT
Consent to Encroachment No. 1314-1

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

Lot 18, Block 2, Smoking Oaks South Addition, Cleveland County, Oklahoma a/k/a 2903 Raintree Circle,

AND WHEREAS, the owner of the above-described property requests that a pool on the south side of the residence and decking on the east and west side of the residence be allowed to encroach upon the existing utility and drainage easements;

AND WHEREAS, the City has been requested to consent in writing for a pool on the south side of the residence and decking on the east and west side of the residence be built at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said pool on the south side of the residence and decking on the east and west side of the residence be built in the utility and drainage easements with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility and/or drainage easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner will be responsible for the cost the City incurs to remove any or all portion of the decks or pool, if needed, to facilitate maintenance or repair of the City's utility and/or drainage easement; specifically, maintenance on an existing 24" corrugated galvanized metal storm sewer pipe located in the 7.5' drainage easement on the western side of the lot; and
3. The property owner will be responsible for the cost to repair or replace any or all of the decks or pool for any such maintenance and/or repairs.
4. The property owner waives and releases any claims against the City for any damages to any or all of the a pool on the south side of the residence and decking on the east and west side of the residence caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the utility and/or drainage easement areas; and
5. By encroaching on said utility and/or drainage easement, the property owner releases Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and/or Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any portion of the encroaching driveway; and
6. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, or Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owner.

This consent is limited to the a pool on the south side of the residence and decking on the east and west side of the residence 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 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 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 September, 2013.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this ____ day of September, 2013, before me personally appeared _____ and _____, to me to be known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

OWNER:

By: _____

Jaci Williams

On this ____ day of September, 2013, before me personally appeared _____ 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: _____

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