

CONSENT

Consent to Encroachment No. 1516-7

WHEREAS, the City of Norman, Cleveland County, is in possession of two 10' utility easements on the land described as follows, to-wit:

Lot 20, Block 3, Summit Lakes Addition, Cleveland County, Oklahoma a/k/a 628
Summit Crest Lane

AND WHEREAS, the owners of the above-described property request that a retaining wall (not to exceed 24 inches tall) and a six (6) foot tall wood fence be allowed to encroach upon the existing easement that is located along the northeast property line;

AND WHEREAS, the City has been requested to consent in writing for a retaining wall (not to exceed 24 inches tall) and six (6) foot tall wood fence be allowed to encroach at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said retaining wall (not to exceed 24 inches tall) and six (6) foot tall wood fence 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. While there are currently no water or sewer mains located within the 10' easement along the northeast property line, the property owners will be responsible for the cost of repairs for any damages to the City's 8" sewer main that is located in the 10' easement along the rear of the property line caused by any excavation or other construction activities conducted on their behalf; and
3. The property owners will be responsible for the cost the City incurs to remove any or all portion of the retaining wall and six (6) foot tall wood fence and any improvements, if needed, to facilitate maintenance or repair of the City's easement; and
4. The property owners will be responsible for the cost to repair or replace any or all portion of the retaining wall and six (6) foot tall wood fence and any improvements for such repairs.
5. The property owners waive and release any claims against the City for any damages to any or all portion of the retaining wall, six (6) foot tall wood fence or improvements caused by any excavation by the City for purposes of maintaining or replacing the City's facilities within the easement area.
6. The property owners agree not to place any above ground structures in the drainage portion of the easement.
7. 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 driveway.
8. 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.

This consent is limited to the portion of the retaining wall and six (6) foot tall wood fence as indicated in the application being located on the utility easement, and the City does not authorize or consent to the construction

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

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 August, 2016.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

OWNER

By: _____
Ryan Braden
Owner, 628 Summit Crest Lane

OWNER

By: _____
Lisa Braden
Owner, 628 Summit Crest Lane

COUNTY OF CLEVELAND)
) ss:
STATE OF OKLAHOMA)

On this _____ day of August, 2016, before me personally appeared RYAN BRADEN AND LISA BRADEN to me known to be the identical persons who executed the same as their 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: _____