

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2021-8

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

Lot 19, Block 12, Vineyard 3 Addition, City of Norman, Cleveland County, Oklahoma (500 Yarmouth Road)

AND WHEREAS, the owner(s) of the above-described property requests that the expansion of a concrete driveway be allowed to encroach upon an existing drainage easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the expansion of a concrete driveway being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said expansion of a concrete driveway (driveway only, no above-ground structures) being within and upon the drainage easement 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 utilities or infrastructure 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 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, curb, landscaping, retaining wall, and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any paving, curb, retaining wall, landscaping or any other item 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;

The consent is limited to the expansion of a concrete driveway only (no above-ground structures) as indicated in the application being located within the drainage 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 Owner Parties are 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 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 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 consent this 9th day of February, 2021.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNER

By: _____
Curtis A. McCarty, Manager
C. A. McCarty Construction, LLC

COUNTY OF CLEVELAND

)

) ss:

STATE OF OKLAHOMA

)

On this _____ day of _____, 2021, before me personally appeared Curtis A. McCarty, to me known to be the Owner Parties and the _____ 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: _____

My Commission Number: _____