



## Legislation Text

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**File #:** EN-1819-3, **Version:** 1

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**CONSENT TO ENCROACHMENT EN-1819-3:** FOR LOT 1, BLOCK 1, SECTION 2, CARROLL FARM ADDITION, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3401 WEST TECUMSEH ROAD)

**BACKGROUND:** An encroachment request has been filed in the office of the City Clerk by Allen Engineering Services, Inc. on behalf of Ashmore Investments LLC, owner of 3401 West Tecumseh Road, requesting a Consent to Encroach into a utility easement at 3401 West Tecumseh Road.

**DISCUSSION:** The application for the Consent to Encroach concerns encroachment upon a City of Norman fifteen foot (15') utility easement for a previously constructed monument sign built on the site. The owner is requesting that this monument sign be allowed to encroach upon the existing utility easement located along the south lot line. At the present time, the City does not have a utility in this easement.

The applicant has obtained a response from Oklahoma Natural Gas (ONG) who is not opposed to the encroachment of the monument sign subject to payment for the relocation of their gas line in the area. Also, AT&T Oklahoma has cautioned that they have a fiber optic cable within the utility easement and request any relocation of the gas main be coordinated with them.

Staff has reviewed the application and the "hold harmless" clauses. From a legal perspective, it protects the City's concerns with respect to damage to the property owner's property should the City or other authorized entity be required to perform work within its easement. There are some conditions applied to this Consent to Encroachment as listed below:

1. The property owners 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.
2. The property owners will be responsible for the cost the City incurs to remove any signs or signage, fence, curb, landscaping, building, or any other structure, including signs or parts thereof, if needed to install new or facilitate maintenance or repair of any or all City utilities.
3. The property owners will be responsible for the cost to repair or replace any fence, curb, landscaping, building or any other structure after such installation or repairs.
4. Alternatively, the property owners may, at no cost to the City, provide a substitute easement satisfactory to the City and to its contractor, if applicable.
5. The property owners will waive and release any claims against the City for any damages to the sign or any facility and/or related improvements caused by installation, failure or repair and maintenance of the City's utilities within the easement area.

The benefit to having the consent to encroach on file is that it is evidence of the property owners' understanding that, while the City is allowing them to encroach upon the easement, the City is not liable and will not be responsible for damage to the property owners' property in the event maintenance has to be performed within the easement.

**RECOMMENDATION:** Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroachment for Council consideration.