




Date: March 13, 2023
To: Darrel Pyle, City Manager 
Through: Chris Mattingly, Director of Utilities
From: Nathan Madenwald, Utilities Engineer
Subject: Private Sewer Service Line Agreement
204 S Cockrel Avenue

Background

The existing sewer service line serving the property at 204 S Cockrel Avenue runs through an adjacent property without easement. The property was originally part of a larger lot and was further subdivided without a public sewer main extension. The house has been demolished and is proposed to be reconstructed.

Discussion

The property owner has tried to obtain a private easement in good faith from the adjacent property owners. To allow for the existing lot to have sewer service, extension of a private sewer service line within the right-of-way at the property owner's cost is the most reasonable solution since the property was previously subdivided without the required sewer extension or private easement. The private sewer service line will be owned and maintained by the property owner from the residence to the City sewer main.

Recommendation

Since the proposed private sewer service line will run offsite within the right-of-way, an agreement that is filed of record for the property is warranted to ensure that these conditions remain with the property in perpetuity.

Attachment: Executed Agreement

cc: Shelley Couser, Customer Services Supervisor
Heather Poole, Assistant Municipal Counselor II

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PRIVATE SEWER SERVICE LINE AGREEMENT

STATE OF OKLAHOMA

COUNTY OF CLEVELAND

SS:

Doc # R2023-6203 BY: RB B: 6528 P: 33 AG
03/15/2023 10:15:01 AM Pages: 5

Cleveland County Clerk, OK - Tammy Belinson

Fee: \$ 28.00



KNOW ALL PERSONS BY THESE PRESENTS:

This contract and agreement, made and entered into at Norman, Cleveland County, Oklahoma, this the 25th day of January, 2023, by and between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as "City"), and Martin Rodriguez (hereinafter referred to as "Owner"), who is the owner of property described as The North 76 feet of Lots FIFTEEN (15), and SIXTEEN (16) and The North 76 feet of the East 16 feet of Lot FOURTEEN (14) in Block FIFTY-FIVE (55) of ORIGINAL TOWNSITE OF NORMAN, Cleveland County, Oklahoma according to the recorded plat thereof, otherwise known as 204 South Cockrel Avenue in Norman, Oklahoma, hereinafter referred to as the "Property."

WITNESSETH:

WHEREAS, the Property is not presently served by the City's sanitary sewer system by an adjacent City sanitary sewer line; and

WHEREAS, Owner wishes to secure sewer service by connecting to the City's sanitary sewer system using by installing a private service line from the City's sanitary sewer system to the Property; and

WHEREAS, the private service line will be extended offsite from the Property in order to obtain service and this private line will be installed, owned, operated, maintained, repaired, and/or replaced by the Owner at their cost including potential future relocation as required for public improvement projects; and

Private Sanitary Service Line Agreement
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NOW, THEREFORE, in consideration of ~~the~~ City agreeing to allow said property to be connected to the City's water system, Owner hereby agrees, and agrees to bind all owner's heirs and assigns forever, to the following terms and conditions.

1. Owner will pay for the entire cost of the service line, including installation, future repair and maintenance, all licenses or permits, all legal documents, the grant of easement, recording fees and insurance as may be necessary.
2. Owner will comply with all relevant governmental rules, laws, and requirements related to the construction, installation, and repair to the service line, and agrees to obtain all licenses and permits prior to start of actual construction.
3. Private service line will only be used to serve the Property.
4. Property cannot be further subdivided unless a public sanitary sewer extension is completed at the Owner's cost in accordance with City requirements.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

Martin Rodriguez
Property Owner – Insert Name

Martin Rodriguez
Property Owner – Insert Name

State of Oklahoma

County of Oklahoma

The foregoing instrument was acknowledged before me on 1.28.23 (date) by
Martin Rodriguez (name(s) of person(s)).



(Seal, if any) Marissa Mudieta
Signature of Notarial Officer

Darrel Pyle
Darrel Pyle, City Manager

Attachment 1
Legal Description

Insert Legal Description for Property Here

The North 76 feet of Lots FIFTEEN (15), and SIXTEEN (16) and The North 76 feet of the East 16 feet of Lot FOURTEEN (14) in Block FIFTY-FIVE (55) of ORIGINAL TOWNSITE OF NORMAN, Cleveland County, Oklahoma according to the recorded plat thereof.

Attachment 2
Property Ownership

Insert Deed (or other document) for Property Here

FILED 03/18/2021

Mail Tax Statement To:

204 S Cockrel Ave

Norman OK 73071

After Recording Return To:

Lincoln Title
601 SE 4th, Ste A
Norman, OK

Doc 2021-10374

DOC# R2021-10374 BT: RB S: 6208 P: 8 WD
03/18/2021 09:08:34 AM Pages: 2
Tammy Bellinson - Cleveland County Clerk, OK
Fee: \$20.00 Doc Stamp: \$38.25 nb
Electronically Filed

WARRANTY DEED
(Individual)

KNOW ALL MEN BY THESE PRESENTS:

That Homeowner Deals, LLC, a Georgia limited liability company, party of the first part, in consideration of the sum of ~~***TEN AND NO/100***~~ dollars and other valuable consideration, in hand paid, the receipt of which is acknowledged, do hereby grant, bargain, sell, and convey unto

Martin Rodriguez

Property Address is: 204 S. Cockrel Avenue Norman, OK 73071

parties of the second part, the following described real property and premises situated in Cleveland County, State of Oklahoma, to wit:

The North 76 feet of Lots FIFTEEN (15) and SIXTEEN (16) and The North 76 feet of the East 16 feet of Lot FOURTEEN (14), in Block FIFTY-FIVE (55), of ORIGINAL TOWNSITE OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the property, including all mineral rights owned by parties of the first part, which may be subject to lease, and excluding mineral rights previously reserved or conveyed of record, and warrants title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, and their heirs and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, **EXCEPT FOR** and **SUBJECT TO** those exceptions set forth hereinabove.



Tammy Belinson
Cleveland County Clerk
201 S. Jones Ste. 210 Norman, OK 73069
(405) 366-0240

Receipt: 23-5426

Product	Name	Extended
AG	AGREEMENT	\$26.00
	# Pages	5
	Document #	R2023-6203
	Document Info:	MARTIN RODRIGUEZ
	Document Info:	BT: RB B: 6528 P: 33
Total		
Tender (Cash)		\$26.00
Paid By	MARTIN RODRIGUEZ	\$40.00
Change (Cash)		(\$14.00)

GARY KEEN

MR. RODRIGUEZ