

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2223-2

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

Lot 14, Block 2, Las Colinas Addition, Section 1, City of Norman,
Cleveland County, Oklahoma (3002 Escalon Drive)

AND WHEREAS, the owner(s) of the above-described property requests that a proposed 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 proposed driveway being located at the requested location as demonstrated in Exhibit A;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said proposed driveway 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 drainage, 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 not place any above-ground structures within the drainage easement;
4. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any driveway, structure, paving, curb, retaining wall, landscaping and/or any other item if needed to maintain or repair City or NUA facilities;
5. The Owner Parties will be responsible for the cost to repair or replace any driveway, structure, paving, curb, retaining wall, landscaping, or any other item after such repair;
6. 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 facilities within the easement area;

The consent is limited to the proposed driveway 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 drainage 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 drainage easement, for any purpose associated with the maintenance, construction, relocation, etc. of any drainage and/or 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 23rd day of May, 2023.


THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNER

By: 
Jerry Swanson, Manager
Swan Hollow, LLC

COUNTY OF CLEVELAND

)

) ss:

STATE OF OKLAHOMA

)

On this 18 day of May, 2023, before me personally appeared Jerry Swanson, Manager, Swan Hollow LLC, to me known to be the Owner Parties and the identical person(s) 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.

C. Garcia
Notary Public

My Commission Expires: 11-12-25

My Commission Number: 13010463

