



office memorandum

DATE: September 15, 2025
TO: Beth Muckala, Assistant City Attorney
FROM: Ken Danner, Subdivision Development Manager *KD*
SUBJECT: Consent to Encroach No. 2526-1
Lot 30, Block 4, Vintage Creek Addition
512 Legacy Court

Public Works/Engineering staff does not oppose the installation of a swimming pool and pool equipment encroaching into a ten-foot (10') utility easement. We do yield to the Utilities Department regarding any possible sanitary sewer mains that might be located within the easement. The City and /or utility companies should be held harmless in the course of maintaining their facilities if any are located within the utility easement. Letters received from the utility companies did not object to the encroachment. I have not received a response from AT&T and they have had sufficient time to respond.

If you have further questions, please feel free to contact me.

KD

Reviewed by: Tim Miles, City Engineer *tm*

Reviewed by: Scott Sturtz, Director of Public Works *SS*

cc: Brenda Hall, City Clerk
Chris Mattingly, Director of Utilities

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

OEC and OEC Fiber have no objection to the consent to encroach at 512 Legacy. Let me know if you need anything else.

Thanks,
Wes

Wes White

Manager of Field Design
Oklahoma Electric
Cooperative

o: (405) 217-6617
c: (405) 306-9380
wwhite@okcoop.org
www.okcoop.org
2520 Hemphill Dr | PO Box 1208
Norman, OK 73070





August 19, 2025

Landon Gum
Subdivision Development Coordinator
Public Works/Engineering Department
City of Norman
225 North Webster Avenue
Norman, OK 73069

RE: Revocable Permit –Letter of No Objection for 512 Legacy Court Norman, OK

Cox Communications has no objection to the City of Norman granting a revocable permit to install and maintain a pool and sundeck that will encroach in the right-of-way or utility easement for the property located at 512 Legacy Court, Norman Oklahoma. Please be advised that Cox Communications does have an underground facility in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to email OKCROW@cox.com.

Sincerely,

Kenda Smith
Land Use Agent/Contractor
2330 NW 10th St.
Oklahoma City, OK 73107

Kenda.Smith@cox.com

For any Land Use or Compliance needs please email: OKCROW@cox.com



SEPTEMBER 8, 2025

HEATH MCKEE
512 LEGACY COURT
NORMAN, OK. 73069

DESCRIPTION OF WORK: Request to encroach in a plated utility easement
LEGAL OF WORK LOCATION: Lot 30, Block 4, Vintage Creek Addition
512 Legacy Court
Encroachment No. 2526-1

Mr. McKee;

Your request for approval from Oklahoma Gas and Electric Company (OG&E) to encroach into the platted utility easement located along the back side of your property has been reviewed. As you mentioned in your letter, OG&E has no facilities in the utility easement at this time, though that doesn't mean that OG&E may at some time in the future need to install them, due to new developments in the area.

With this in mind, OG&E does not object to the encroachment as shown by the drawings you presented to the City of Norman Public Works Department of the new in-ground pool, sidewalk around the pool and the installation of pool piping and equipment, and that all work is approved by the City of Norman and that you abide by the following rules:

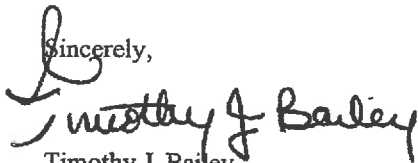
- 1.) Notify "Call-Okie" at (405) 840-5032 at least 48 hours before digging to have all lines marked.
- 2.) If the equipment is involved and is as high as the lowest OG&E overhead wire, approximately 18 feet, and it will be operating within 10 feet of our wire, you should call OG&E construction at 553-5143, to have wires covered.
- 3.) Call OG&E construction at 553-5143 two days before drilling and/or trenching closer than eight feet to an OG&E utility pole and/or wire, or five feet to an OG&E underground line.
- 4.) OG&E would not be held responsible for damaging a private line in a (public/platted) easement.
- 5.) OG&E will need to be reimbursed ahead of time for the cost of relocating any facilities.
- 6.) OG&E is not liable for any costs incurred by you in the removal, replacement or repair of any landscape or other improvements within the above-described minimum clearances and/or (public/platted) easements. Further, after any repair or maintenance by OG&E of its facilities, the Company will not be responsible for the replacement of landscape or other improvements within the above-described minimum clearances and/or (public/platted) easements. Also, OG&E retains the authority to cut down, control the growth of, or trim and keep trimmed any trees within public or plated easements that may in its judgment interfere with or endanger line(s) or its maintenance and operation.
- 7.) **The owner agrees to bury the pool piping no deeper than three (3') feet and to install all lines within the west five feet of the platted utility easement.**
- 8.) OG&E and its contractors will not be responsible for or liable for any damage in the future to the pool and all pool equipment, if the company decides to install an underground or overhead line in this platted utility easement.

In exchange for the right to perform the work at the Work Location, Applicant hereby releases OG&E, and its officers, directors, employees, representatives, parents, subsidiaries, affiliates, successors and assigns from any kind all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity ("Claims") that arise from the Work, including the existence of Applicant, its employees, subcontractors, and invitees, on or at the Work Location or the existence of any of Applicant's property on or at the Work Location regardless of fault of responsibility.

In exchange for the right to perform the Work, Applicant agrees on its behalf and that of any successors or assigns to hold harmless, defend and indemnify OG&E, its offices agents and employees, from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including, without limitation, attorney's fees and costs of any kind allegedly arising directly or indirectly from (a) any negligent act by, omission by, or negligence of Applicant or its contractors, or the officers, agents or employees of either, for the Work or resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures arising because of the Work; (b) any accident, injury to or death to any person (including employees of Applicant or OG&E) occurring during the Work or arising from the Work; (c) injuries or damages to real or personal property of OG&E, Applicant or a third party arising from the Work regardless of fault or cause; (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Applicant or its contractors or the officers, agents, or employees of either under or into the environment occurring during or arising from the Work. Furthermore, to the extent that a party's immunity as a complying employer, under the workers' compensation and occupational disease laws of the state where the Work is performed, might serve to bar, or affect recovery under or enforcement of the indemnification otherwise granted herein, each party hereby waives such immunity.

Should local service be disrupted to any OG&E customer, Heath McKee and/or any associated contractors/subcontractors on this project, will be held responsible for any costs incurred by OG&E to restore service. Obtaining a Permit from the City of Norman or beginning the above-referenced work constitutes acceptance of the terms of this letter. If you have any questions, or if I can provide you with any other information, please contact me at (405) 553-5174.

Sincerely,



Timothy J. Bailey
Right-Of-Way Agent
For OG&E Land Management Services-South District

Accepted and acknowledged by Heath McKee

Name: HEATH MCKEE

Signature: Heath McKee

Title: HOME OWNER

Date: 9/8/2025