

This FRITZLAN ROAD CLOSURE AGREEMENT (hereinafter called "Agreement"), is made on the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Norman, Oklahoma, a municipal corporation (hereinafter called "City"), and Nancy Muenzler, the Trustee of the Nancy S. Muenzler Revocable Trust and the Nancy S. Jarmon Revocable Trust (hereinafter collectively and individually called "Trustee"), or collectively herein referred to as "Parties".

WITNESSETH:

WHEREAS, Trustee owns certain real property on both the north and south side of Fritzlan Road, a public road located in Norman, Oklahoma; and

WHEREAS, the City and Trustee entered into negotiations for the City's purchase of certain real property owned by Trustee that was required for the drainage portion of the West Lindsey Street Improvement Project (the "Project") in the Spring of 2014; and

WHEREAS, one of the items requested by Trustee during settlement negotiations included a request that the portion of Fritzlan Road be closed; and

WHEREAS, although the timeline for closure of Fritzlan did not coincide with the timeline for property acquisition for the drainage portion of the Project, the City preliminarily reviewed Trustee's request and agreed that barring unforeseen issues, the City Staff could support such a request at the appropriate time; and

WHEREAS, Trustee filed a request for vacation of a portion of Fritzlan Road with the City Clerk on April 16, 2014; and

WHEREAS, the City accepted a permanent easement from Trustee for property needed for the Project on June 10, 2014; and

WHEREAS, Planning Commission recommended adoption of Ordinance No. O-1415-20, an ordinance closing Fritzlan Road on February 12, 2015; and

WHEREAS, the closure request will eliminate access and frontage for the following properties, all owned by Trustee: a portion of 2440 Fritzlan Road, 2461 Fritzlan Road, 2451 Fritzlan Road, 2468 Fritzlan Road, and the property identified as Account #R0033954 on Cleveland County Assessor's records (the "impacted properties"); and

WHEREAS, City sanitation trucks currently use Fritzlan Road for trash collection provided to the residences located along Fritzlan Road and will require access in the future for such trash collection efforts notwithstanding closure of any portion of Fritzlan Road; and

WHEREAS, private cross access easements filed of record with the Cleveland County Clerk would ensure that any owners of impacted property (present or future)

would continue to have access to the impacted property in their current configuration; and

WHEREAS, setting forth the conditions for closure of Fritzlan Road ensures the City's interests are protected.

NOW THEREFORE, in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

- I. Waiver of Frontage: In requesting vacation of Fritzlan Road, Trustee understands that Trustee is waiving the right for frontage to a public street for the impacted properties. The Parties recognize that any waiver of the right for frontage shall automatically terminate upon a change from residential use of any of the impacted properties.
- II. Private Access Easements: Trustee shall provide private vehicular cross access easements for each of the impacted properties that shall be filed of record with the Cleveland County Clerk to ensure both current and future owners and residents will have access to the impacted properties. Such cross access easements shall be amendable and removable in the event that the impacted properties are later developed into different configurations such as through replatting or lot line adjustments, or are consolidated and such separation of lots is no longer an issue. Such easements may be of a form so as to allow for access across more or less than the area as was vacated, such as being in a blanket cross access for that allows for access however best configured, so long as reasonable access is granted in a manner that provides access to the remaining Fritzlan Road public right of way.
- III. Access for Sanitation Services: Trustee shall allow the City to access all portions of Fritzlan Road that are the subject of this closure for the limited purpose of providing trash collection services to the residences on Fritzlan Road, for so long as the residences are occupied. This allowance for access shall be construed as nothing more than a license to access the real property and such license shall be automatically terminated upon the cessation of occupancy in the residences. Nothing in this paragraph shall be construed to amount to any public easement or right of way being granted to the City and therefore nothing in this paragraph shall necessitate a public vacation or closure action to terminate the access to the area of closure described herein.
- IV. Utility Easements: Trustee shall provide easements acceptable to any public utility company impacted by the closure of Fritzlan Road to the extent that such public utility company formally protests or objects to the vacation of the closure and vacation actions.
- V. In the event that any impacted property receives City of Norman approval for either a rezoning to a different use, or a preliminary plat, Trustee agrees on

behalf of itself and any successor in ownership, to expand the termination point of the remaining public right of way section of the Fritzlan Road roadway in a "hammerhead" design to allow sufficient width for light passenger vehicles (exclusive of commercial vehicles or trucks, buses, or large vehicles) traveling down Fritzlan Road to turn around. The design for such expansion shall be approved by the City's Public Works Department prior to installation. Such asphalt or concrete expansion shall be installed within ninety (90) days of the City's approval of such rezoning or preliminary plat.

- VI. Pursuant to 11 O.S. § 42-111, the City shall pass an ordinance that closes the public right of way and all public easements as underlying Fritzlan Road, and providing for the foreclosure of the absolute right to reopen the public way or easement. The Trustee intends to proceed thereafter with District Court action to forever foreclose the public way and easements accordingly, and the City agrees to support such action without condition or exception. The City agrees that upon the action in District Court to forever foreclose the public right of way, that the City shall support all such actions, and agrees that the City does NOT have any present or future reason to reopen or use the public way or easement as a public way or easement and therefore supports the permanent closure and vacation of such.
- VII. The City agrees that upon vacation and closure, that the Court order granting foreclosure of the right to reopen the vacated public way or easement, or portion thereof, shall vest complete fee simple title in and to the vacated part or portion thereof back to the Trustee.
- VIII. Moreover, the City agrees that upon the vacation of the public way and easements, the same shall revert to the Trustee as owner of real estate adjacent to such public way or easement on each side, in proportion to the frontage of the real estate.

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IN WITNESS WHEREOF, the City and the Trustee, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

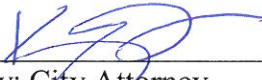
**THE CITY OF NORMAN, OKLAHOMA**

By: \_\_\_\_\_  
Cindy S. Rosenthal, Mayor

ATTEST:

By: \_\_\_\_\_  
Brenda Hall, City Clerk

Approved this 17 day of April, 2015.

  
\_\_\_\_\_  
By: City Attorney

**NANCY S. MUENZLER REVOCABLE TRUST  
NANCY S. JARMON REVOCABLE TRUST**

By: Nancy S. Muenzler  
Nancy S. Muenzler, Trustee