

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, hereinafter designated "First Parties", and the CITY OF SAND SPRINGS, OKLAHOMA, a Municipal Corporation, hereinafter designated "Second Party".

WITNESSETH:

WHEREAS, First Parties are the record owner(s) of the following described real property situated in the City of Sand Springs, Tulsa County, State of Oklahoma, to wit:

(Full Legal Description of all property under contract):

hereinafter designated "First Property", and

hereinafter designated "Second Property",

and given this address for the combined Lots : _____,

WHEREAS, the First Parties have requested approval to develop and use properties and construct improvements thereon in the same manner and to the same extent as would be permissible if said properties constituted one platted lot instead of one platted lot and a second platted lot; and

WHEREAS, the Second Party, is willing to grant the aforesaid requests of the First Parties, all upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

- (1) Subject to the conditions hereinafter set forth, the Second Party does hereby grant unto the First parties, their grantees, lessees, successors and assigns the following:
 - (a) The right to develop and use said properties of First Parties as though said real property constituted a single platted lot instead of a platted lot and a second platted lot.
- (2) The rights granted by the Second party under the provisions of numerical paragraph (1) above are subject to the following conditions:
 - (a) That the aforesaid First and Second Properties may not be sold, mortgaged or otherwise encumbered separate and apart from each other; and
 - (b) That construction of buildings and other improvements on said properties of First Parties shall otherwise comply with all ordinances of the City of Sand Springs, Oklahoma.
 - (c) That a 15 foot side yard setback shall apply for both side yards.
- (3) In consideration of the covenants and agreements of the Second party herein contained, the First Parties do hereby agree that so long as this Agreement is in force and effect they will not sell, mortgage or otherwise encumber said First and Second properties, separate and independent of each other.
- (4) This Agreement shall automatically terminate:
 - (a) Upon the replatting of the above described properties into a single lot as required by law; or
 - (b) At such time as it becomes unnecessary for any reason or cause to combine or use the aforesaid properties as a single lot in order to meet or satisfy the then existing bulk, area and off-street parking requirements of the City of Sand Springs, Oklahoma, Zoning Code then in force and effect.

Upon the occurrence of either of the events described in subparagraphs (a) and (b) of this numerical paragraph, the Second Party shall, immediately upon the request of the then record owner of the above described properties, execute in recordable form a release or mutual release of this Agreement.

- (5) This Agreement shall be binding upon the parties hereto and each of them, their respective successors and assigns.

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

Property Owner / Seller

Property Buyer(s)
(First Parties)
Both must sign if husband and wife

CITY OF SAND SPRINGS, OKLAHOMA
Municipal Corporation

By _____
Mayor
(Second Party)

ATTEST:

City Clerk

APPROVED:

City Attorney

APPROVED this _____ day of _____, 20_____.

STATE OF }
COUNTY OF }

Before me, the undersigned, a Notary Public in and for said County and State,
on this _____ day of _____, 20_____, personally appeared

_____ and _____

(husband and wife) known to me to be the identical person(s) who executed the
foregoing instrument and acknowledged to me that _____ executed the same as
_____ free and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written. My Commission Expires:

NOTARY PUBLIC

Date

"CORPORATE ACKNOWLEDGEMENT"

STATE OF }
COUNTY OF }

Before me, the undersigned, a Notary Public in and for said County and State,
on this _____ day of _____, 20_____,

personally appeared _____ and _____

(husband and wife) known to me to be the identical person(s) who executed the foregoing
instrument and acknowledged to me that _____ executed the same as _____ free
and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written. My Commission Expires:

NOTARY PUBLIC

Date

"CITY OF SAND SPRINGS ACKNOWLEDGEMENT"

STATE OF }
COUNTY OF }

Before me, the undersigned, a Notary Public in and for said County and State,
on this _____ day of _____, 20____, personally appeared

(MAYOR) known to me to be the identical person who executed the foregoing
instrument and acknowledged to me that _____ executed the same as _____ free
and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written. My Commission
Expires:

NOTARY PUBLIC

Date