AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of August, 2020, by and between HQZ Property Management, LLC, hereinafter designated "First Party", and the CITY OF COWETA, OKLAHOMA, a Municipal Corporation, hereinafter designated "Second Party".

WITNESSETH:

WHEREAS, First Party is the record owner(s) of the following described real property situated in the City of Coweta, Wagoner County, State of Oklahoma, to wit:

Tract 1: The South Half (N/2) of Lots Twenty-seven (27), and Twenty-eight (28), Block Forth (40), NEW COWETA, Wagoner County, State of Oklahoma, according to the recorded Plat thereof.
hereinafter designated "First Property", and

Tract 2: The South Half (N/2) of Lots Twenty-nine (29), Thirty (30), Thirty-one (31), and Thirty-two (32), Block Forth (40), NEW COWETA, Wagoner County, State of Oklahoma, according to the recorded Plat thereof.
hereinafter designated "Second Property",

and given this address for the combined Lots: 204 North Atoka Avenue.

WHEREAS, the First Party has 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 lot instead of two lots; and

WHEREAS, the Second Party, is willing to grant the aforesaid requests of the First Party, 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 Party, their grantees, lessees, successors and assigns the following:

(a) The right to develop and use said properties of First Party as though said real property constituted a single lot instead of two lots.

(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 Party shall otherwise comply with all ordinances of the City of Coweta, Oklahoma.

(3) In consideration of the covenants and agreements of the Second Party herein contained, the First Party does 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 Coweta, 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.

Susan Boxell

HQZ Property Management, LLC,
By: Susan Boxell, Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF } OKLAHOMA
COUNTY OF } WAGONER

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of August, 20 20, personally appeared

Susan Boxell, as Manager of HQZ Property Management, LLC, known to me to be the identical person who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed on behalf of HQZ Property Management, LLC, for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

My Commission Expires:

Cheri Wade
NOTARY PUBLIC

Notary Public
State of Oklahoma
CHERI WADE
OKMULGEE COUNTY
COMMISSION #12008799
Comm. Exp. 09-17-2020

8/3/2020
Date

APPROVED this _____ day of _____, 20_____.

CITY OF COWETA, OKLAHOMA
Municipal Corporation

By_____
Roger Kolman, City Manager
(Second Party)

ATTEST:

_____
Julie Casteen, City Clerk