

MEMORANDUM OF AGREEMENT
REGARDING THE TRANSFER OF
THE FEDERAL BUILDING, CHICKASHA, OKLAHOMA

WHEREAS, the General Services Administration (GSA) has determined that its proposal to convey the Federal Building, 4th and Choctaw Street, Chickasha, Grady County, Oklahoma will have an effect upon a property which has been determined to be eligible for inclusion in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §470f),

NOW, THEREFORE, GSA, the Oklahoma SHPO, and the Council agree that this undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

Stipulations

GSA will ensure that the following measures are carried out:

1. GSA shall include the following historic preservation covenant which will run with the land in any and all instruments through which it divests itself of ownership of the Federal Building:

HISTORIC PRESERVATION COVENANT

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; that the GRANTEE, its successors, and assigns, covenants and agrees, that in the event that the property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance.

- a. The structure(s) situated on said real property will be preserved and maintained in accordance with plans approved in writing by the Oklahoma State Historic Preservation Officer, Wiley Post Historical Building, Oklahoma City, OK 73105.

b. No physical or structural changes or changes of color or surfacing will be made to the exterior of the structure(s) and architecturally or historically significant interior features as determined by the State Historic Preservation Officer (SHPO) without the written approval of the SHPO.

c. In the event of violation of the above restriction, the General Services Administration (GSA) or the SHPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.

d. These restriction shall be binding on the Parties hereto, their successors, and assigns in perpetuity; however, the SHPO may, for good cause, and with the concurrence of the Advisory Council on Historic Preservation (Council), modify or cancel any or all of the foregoing restrictions upon written application of the GRANTEE, its successors or assigns.

The acceptance of the delivery of this (Deed/Title) shall constitute conclusive evidence of the agreement of the GRANTEE to be bound by the conditions, restriction, and limitations. and to perform the obligations herein set forth.

Treatment of the property shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and development plans shall be approved by the SHPO for guidance in planning the treatment of the property. If the GRANTEE, its successors or assigns, and the SHPO are unable to agree on the proposed treatment, the GRANTEE, its successors or assigns, shall forward all documents relevant to the dispute to the Council. The GRANTEE, its successors or assigns, SHPO, and the Council shall reach an agreement regarding the proposed treatment. If such an agreement cannot be reached, the Council shall forward all relevant project materials with comments to GSA. GSA will consider such comments, and if necessary take action in accordance with the terms and conditions of these covenants.

2. GSA shall ensure that property is recorded, prior to its transfer, in accordance with a recordation plan developed in consultation with the SHPO.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms evidences that GSA has afforded the Council an opportunity to comment on the transfer of the Federal Building, Chickasha, and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Robert D. Bush Date: 4/5/90
Executive Director

GENERAL SERVICES ADMINISTRATION

By: Don Lawrence Date: 4/23/90
Agency Historic Preservation Officer

By: Ronald L. Rice Date: 6/11/90
Director, Operations Division

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

By: Baker Wade Date: 6-26-90
State Historic Preservation Officer