

MEMORANDUM OF AGREEMENT
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR PART 800.6(a)

WHEREAS, the United States Department of Housing and Urban Development (HUD) has determined that the marketing and sale of the HUD-acquired property, FHA Case Number: 421-120176, Property Address: 2139 NW 11th Street, Oklahoma City, Oklahoma 73107, will have an effect upon said property and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and


NOW, THEREFORE, HUD and the Oklahoma SHPO agree that the 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:

HUD will ensure that prior to any sale or transfer of title of the property located at 2139 NW 11th Street, Oklahoma City, Oklahoma 73107, the Preservation Covenant (Attached as Appendix A) will be attached to the deed of subject property.

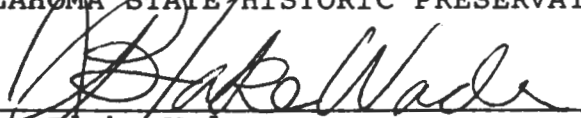
Execution of this Memorandum of Agreement by HUD and the Oklahoma SHPO, its subsequent acceptance by the Council, and implementation of its terms, evidence that HUD has afforded the Council an opportunity to comment on the marketing and sale of 2139 NW 11th Street, Oklahoma City, Oklahoma and its effects on historic properties, and that HUD has taken into account the effects of the undertaking on historic properties.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT


By: Edwin I. Gardner
Manager
Oklahoma City Field Office

Date: _____

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER


By: Blake Wade
State Historic Preservation Officer

Date: 12/14/92

ACCEPTED for the Advisory Council on Historic Preservation

By: _____

Date: _____

APPENDIX A

PRESERVATION COVENANT

In consideration of the conveyance of certain improved real property, hereinafter referred to as 2139 NW 11th Street, located in the City of Oklahoma City, County of Oklahoma, State of Oklahoma, which is more fully described as:

Lots Thirty-two (32) and Thirty-three (33), in Block Twelve (12), in Young's Englewood Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof.

The U. S. Department of Housing and Urban Development hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Oklahoma State Historic Preservation Officer to maintain and preserve 2139 NW 11th Street as follows:

1. The U. S. Department of Housing and Urban Development shall preserve and maintain 2139 NW 11th Street in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1983) in order to preserve and enhance those qualities that make 2139 NW 11th Street eligible for inclusion in the National Register of Historic Places.
2. No construction, alteration, remodeling/disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on 2139 NW 11th Street which would affect the structural integrity or the appearance of 2139 NW 11th Street without the express prior written permission of the Oklahoma State Historic Preservation Officer, signed by a fully authorized representative thereof.
3. The Oklahoma State Historic Preservation Officer shall be permitted at all reasonable times to inspect 2139 NW 11th Street in order to ascertain if the above conditions are being observed.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Oklahoma State Historic Preservation Officer may, following reasonable notice to the U. S. Department of Housing and Urban Development, institute suit to enjoin said violation or to require the restoration of 2139 NW 11th Street. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. The U. S. Department of Housing and Urban Development agrees that the Oklahoma State Historic Preservation Officer may at its discretion, without prior notice to the U. S. Department of Housing and Urban Development, convey and assign all or part of its rights and responsibilities contained herein to a third party.
6. This covenant is binding on the U. S. Department of Housing and Urban Development, its heirs, successors, and assigns for five years. Restrictions, stipulations, and covenants contained herein shall be inserted by the U. S. Department of Housing and Urban Development verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in 2139 NW 11th Street or any part thereof.
7. The failure of the Oklahoma State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be binding servitude upon 2139 NW 11th Street and shall be deemed to run with the land for a period of five years from the date of transfer of title from the U.S. Department of Housing and Urban Development. Execution of this covenant shall constitute conclusive evidence that the U. S. Department of Housing and Urban Development agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.