

## AGREEMENT TO EXECUTE COVENANT

This Agreement by and among the Soil Conservation Service, an agency of the United States government, hereinafter, "SCS", the City of Chandler, a municipality of the State of Oklahoma, hereinafter, "City", and the Oklahoma State Historic Preservation Officer, an official of the Oklahoma State government, hereinafter, "SHPO", is made as of the day and date last inscribed below.

WHEREAS, the Marshall Bill Tilghman Homestead, which is owned in fee simple by the City, has been listed on the National Register of Historic Places;

WHEREAS, the City acquired ownership to this property with financial assistance from the SCS, and in furtherance of the Kickapoo Nations Watershed, an undertaking of the SCS;

WHEREAS, should the City transfer ownership of the Tilghman Homestead to a third party, the SCS and the City agree that this transfer be subject to the Preservation Covenants attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, the SHPO has agreed to act as Covenantee to monitor and insure that future owners of the Tilghman Homestead honor the Preservation Covenant;

NOW THEREFORE, in consideration of the assistance already provided and that assistance to be provided in conjunction with the construction and development of the Kickapoo Nations Watershed project and other good and valuable consideration by the SCS, the City of Chandler, agrees and covenants to the SCS that any transfer of that certain real property described as,

A two story frame and log house with associated outbuildings and improvements on grounds located in the N1/2, NE1/4, SE1/4 of Section 31, T15N, R3E in Lincoln County, Oklahoma.

Also known as the Marshall Bill Tilghman Homestead.

will be subject to the aforementioned Preservation Covenants.

The City hereby agrees to inform any person or entity to whom ownership of the Tilghman Homestead may be transferred of this Agreement and of the attached Preservation Covenants. The City further agrees to immediately notify SCS and SHPO of any Contract to Sell Real Estate that it may enter into regarding this property.

State of Oklahoma )  
                  and            )ss.  
County of OKLA )

I, Patricia H. Barnard a Notary Public in and for the State of Oklahoma, do hereby certify that C.E. Metcalf, whose name is subscribed to the foregoing instrument personally appeared before me and acknowledged that he executed the same.

Given under my hand and seal this 13<sup>th</sup> day of October, 1987.

Patricia H. Barnard  
NOTARY PUBLIC

State of Oklahoma )  
                  and            )ss.  
County of Payne )

I, Maria S. Stein, a Notary Public in and for the State of Oklahoma, do hereby certify that Johnny Hill, whose name is subscribed to the foregoing instrument personally appeared before me and acknowledged that he executed the same.

Given under my hand and seal this 24 day of October, 1987.

Maria S. Stein  
NOTARY PUBLIC

My Commission Expires May 14, 1990

The parties hereby agree that this Agreement may be recorded by any of the parties to this Agreement without prior notice in the real estate records of the County of Lincoln, State of Oklahoma.

IN WITNESS WHEREOF, SCS, City, and SHPO have executed this Agreement to Execute Covenants.

SOIL CONSERVATION SERVICE

By: [Signature] Date: 10/26/87  
Title: actg STC

CITY OF CHANDLER, OKLAHOMA

By: [Signature] Date: 10/7/87  
Mayor

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

By: [Signature] Date: 10-12-87  
State Historic Preservation Officer

ACKNOWLEDGEMENT

State of Oklahoma )  
                          and                          )ss.  
County of Lincoln )

I, Dolores N. Carney, a Notary Public in and for the State of Oklahoma, do hereby certify that Mark Rodgers, whose name is subscribed to the foregoing instrument personally appeared before me and acknowledged that he executed the same.

Given under my hand and seal this 7th day of October, 1987.

[Signature]  
NOTARY PUBLIC

My commission expires August 30, 1989