

MEMORANDUM OF AGREEMENT

BETWEEN THE UNITED STATES POSTAL SERVICE

AND THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

CONCERNING THE DISPOSAL OF THE
PAGE BELCHER FEDERAL BUILDING, 333 WEST 4TH STREET, TULSA, OK 74103

WHEREAS, The United States Postal Service (USPS) intends to sell the Page Belcher Federal Building in Tulsa, Tulsa County, Oklahoma (undertaking);

WHEREAS, the Page Belcher Federal Building is listed in the National Register of Historic Places as a contributing resource to the Tulsa Civic Center Historic District;

WHEREAS, the undertaking may have an adverse effect upon this property; and

WHEREAS, the USPS has consulted with the Oklahoma State Historic Preservation Officer (SHPO), pursuant to 36 C.F.R. Part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f);

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), the USPS has notified the Advisory Council on Historic Preservation (ACHP) of its determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii);

WHEREAS, This Memorandum of Agreement (MOA) shall be in effect when USPS files a fully executed copy with the ACHP;

NOW, THEREFORE, the USPS and the 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 upon historic properties.

STIPULATIONS

The USPS will ensure that the following measures are carried out:

1. Documentation of Current Condition of Building

The USPS will commission an outside consultant to prepare a written report examining the current condition and significant exterior and interior historical features of the building. The report will include a narrative that describes observed significant alterations to the original building and significant interior historic features. Original documentation will be distributed to the SHPO.

2. Preservation Covenant

The USPS will include the following Preservation Covenant (PC) in the deed conveying the subject property to the grantee. This PC will result in a finding of "no adverse effect" from the undertaking. USPS shall send SHPO a copy of the executed deed and PC.

- a) In consideration of the conveyance of certain real property, hereinafter referred to as the Page Belcher Federal Building in Tulsa, Tulsa County, State of Oklahoma, which is more fully described as follows:

ALL BLKS 123 & 124 & 80 VAC ELWOOD AV ADJ THEREOF & VAC ALLEY'S IN BLK 123 & 124 & PRT VAC FRISCO AV BEG NWC BLK 124 TH SE240 CRV RT 51.27 NW84.09 CRV LF 60.39 NW41.50 NE41.60 POB LESS BEG SWC LT 4 BLK 124 TH N60 SE84.85 W60 POB FOR RD & LESS BEG 25.56SW NWC BLK124 TH SE95.95 NWLY CRV LF 53.70 NW41.50 NE16.03 POB

Grantee hereby covenants on behalf of themselves, their heirs, successors, and assigns at all times to the SHPO, a division of the Oklahoma Historical Society, a part of that agency and representing it for the purposes of this covenant, to preserve and maintain the Page Belcher Federal Building in a manner that preserves the building 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, 1992) in order to preserve the historic features of the Page Belcher Federal Building which are as follows:

Exterior:

The building exterior excluding the 1st Floor Loading Dock Area and replacement doors on the south and east elevations.

Interior:

The 1st Floor public area of the post office, specifically marble on the walls, sculptured marble work desks in the public areas of both the post office lobby and post office service windows, and a terrazzo floor. The 4th Floor public halls with terrazzo floors and marble walls.

- b) No construction, alteration, remodeling or any other work affecting the Historic Features shall be undertaken or permitted to be undertaken at the Page Belcher Federal Building, other than minor repairs and routine maintenance, without the express prior written permission of the SHPO, signed by that individual or a fully authorized representative thereof. Furthermore, any such work requiring the SHPO's written approval shall be documented through drawings or other work descriptions of sufficient detail to demonstrate that the work is consistent with the Secretary of the Interior's Standards for Rehabilitation, and the SHPO shall have at least thirty (30) calendar days in which to review and comment on such documentation.
- c) The SHPO or a fully authorized representative thereof shall be permitted at all reasonable times and, at grantee's option, accompanied by a representative of grantee, to inspect the Page Belcher Federal Building in order to ascertain if the above conditions are being observed. Prior to said inspection, the SHPO shall furnish at least five days prior written notification of its intent to inspect to the Grantee.
- (d) This PC is binding on the Grantee, their heirs, successors, and assigns in perpetuity. Restriction, stipulations, and covenants contained herein shall be incorporated into any deed or other legal instrument by which they divest themselves of either the fee simple title or any other lesser estate in the Page Belcher Federal Building or any part thereof.
- (e) The failure of the SHPO 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.
- (f) The SHPO reserves the right to assign its responsibilities under this PC to a third party. The third party may be, but is not limited to, another government entity or a non-profit organization.

This PC shall be a binding servitude upon the real property that includes the Page Belcher Federal Building and shall be deemed to run with the land. Inclusion of this PC in the deed shall constitute

conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

3. Dispute Resolution

Should any dispute arise between the SHPO and any party to this MOA, then the following shall occur:

- a. The USPS shall negotiate in good faith to resolve any dispute.
- b. If the dispute is not resolved through negotiation after 30 days or such other time as the SHPO and the Recipient may agree is reasonable, either the SHPO or the USPS shall refer the dispute to the ACHP for resolution and send the ACHP all pertinent documentation relating to the dispute. The ACHP shall provide the USPS with its advice on the resolution of the dispute within thirty days after receipt of all pertinent documentation. Prior to reaching a final decision on the dispute, the USPS shall prepare a written response which takes into account any timely advice or comments regarding the dispute from the ACHP and the signatories and provide the ACHP and signatories with a copy of this written response. The USPS will then proceed in accordance with its final decision.

If the ACHP fails to provide its advice regarding the dispute within thirty days after receipt of all pertinent documentation, the USPS may make a final decision on the dispute and may assume that the ACHP concurs with the USPS's final decision on the dispute.

It shall be the USPS's responsibility to carry out all other actions subject to the terms of this MOA which are not the subject of the dispute remain unchanged.

4. Duration

This MOA will continue in full force and effect until the earlier of (1) the date that the USPS conveys the Page Belcher Federal Building out of federal ownership subject to the PC, as evidenced by the deed delivered to the Oklahoma SHPO or (2) five (5) years after the date of execution, or (3) the date that the USPS notifies the signatories that the USPS will not proceed with the sale of the Page Belcher Federal Building. Prior to such time, USPS may consult with other signatories to reconsider the terms of the MOA and amend it in accordance with the Amendment section below.

5. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

6. Termination

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per the above clause. If within thirty (30) days (or another time agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories and only in accordance with the provisions of 36CFR 800.6(c)(8).


7. Execution of MOA

This MOA may be executed in counterparts and it shall not be necessary that the signatures of each party appear on each counterpart; but it shall be sufficient that the signature of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be

necessary in making proof of this MOA to produce or account for more than a number of counterparts containing the respective signatures of all of the parties hereto.

Execution of this MOA by the USPS and the SHPO, and implementation of its terms, evidences that USPS has addressed the transfer out of federal ownership of the Page Belcher Federal Building in Tulsa, Tulsa County, Oklahoma and its effects upon historic properties, and the USPS has taken into account the effects of the undertaking on historic properties and that the USPS has afforded the ACHP an opportunity to comment on the proposed undertaking and its effects on historic properties.

UNITED STATES POSTAL SERVICE

BY:  DATE: 10/9/13
Dallan C. Wordekemper
Federal Preservation Officer

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

BY:  DATE: 10/16/13
Dr. Bob L. Blackburn
State Historic Preservation Officer