

MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND
THE NEBRASKA STATE HISTORIC PRESERVATION OFFICE (SHPO)
PURSUANT TO 36 CFR SECTION 800.6
REGARDING THE TRANSFER OF THE STREHLOW TERRACE APARTMENTS OUT OF
FEDERAL CONTROL

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) proposes the transfer of the following property out of Federal control: Strehlow Terrace Apartments, 2024 & 2107 North 16th Street Omaha, Douglas County, Nebraska; and,

WHEREAS, the Strehlow Terrace Apartments are historic properties listed on the National Register of Historic Places; and,

WHEREAS, the contributing resources to the Strehlow Terrace Apartments include the following structures: the "Strehlow", the "Roland", the "Majestic", a two story dwelling and office, but excluding the "Annex" and the "Strehlow Terrace Garage"; and,

WHEREAS, the properties listed above will be transferred as is, where is, to the Omaha Housing Authority; and,

WHEREAS, HUD has determined that the property transfer will have an adverse effect upon the Strehlow Terrace Apartments, a property listed on the National Register of Historic Places, and has consulted with the Nebraska 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),

NOW THEREFORE, HUD, and the SHPO agree that, upon HUD's decision to proceed with the property transfer, HUD shall ensure that the following stipulations are implemented in order to take into account the effects of the undertaking on historic properties.

Stipulations

1. HUD will ensure that the agreement transferring the Strehlow Terrace Apartments, 2024 & 2107 North 16th Street Omaha, Douglas County, Nebraska shall contain protective covenants stipulating that any future demolition of, alterations to, or physical or structural changes to the buildings will be expected to adhere to the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, U.S. Department of the Interior, National Park Service, 1990. Covenant will be in perpetuity and shall run with the land.
2. HUD shall continue to provide security and preventive maintenance for all contributing resources of the National Register listed Strehlow Terrace Apartments until such time as they are transferred out of Federal (HUD) control.

Administrative Conditions

A. Amendments

Any party to this MOA may propose to HUD that the MOA be amended, whereupon HUD shall consult with the other parties to this MOA to consider such an amendment in accordance with 36 CFR Part 800.6.

B. Resolving Objections

1. Should any party to this MOA object in writing to HUD regarding any action carried out or proposed with respect to the Property Transfer or implementation of this MOA, HUD shall consult with the objecting party to resolve the objection. If after initiating such consultation HUD determines that the objection cannot be resolved through consultation, HUD shall forward all documentation relevant to the objection to the Advisory Council on Historic Preservation including HUD's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
 - a) Advise HUD that the Council concurs in HUD's proposed response to the objection, whereupon HUD shall respond to the objection accordingly;
 - b) Provide HUD with recommendations, which HUD shall take into account in reaching a final decision regarding its response to the objection; or
 - c) Notify HUD that the objection will be referred for comment, and proceed to refer the objection and comment.
2. Should the Council not exercise one of the above options within 30 days after receipt of all pertinent documentation, HUD may assume the Council's concurrence in its proposed response to the objection.
3. HUD shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; HUD's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.
4. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to any such measure or its manner of implementation be raised by a member of the public, HUD shall notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

C. Review of Implementation

If the stipulations have not been implemented within five years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR Part 800 to make such revisions.

D. Termination

1. If HUD determines that it cannot implement the terms of this MOA, or if the Council or the SHPO determines that the MOA is not being properly implemented, HUD or the Council or the SHPO may propose to the other parties to this MOA that it be terminated.
2. The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult.
3. Should such consultation fail, HUD or the Council or the SHPO may terminate the MOA by so notifying all parties.
4. Should this MOA be terminated, HUD shall either:
 - a) Consult in accordance with 36 CFR Part 800.6 to develop a new MOA; or
 - b) Request the comments of the Council pursuant to 36 CFR Part 800.7.

Execution of this Memorandum of Agreement by HUD and the SHPO, and implementation of its terms, evidence that HUD has afforded the Council an opportunity to comment on the property transfer and its effects on historic properties, and that HUD has taken into account the effects of the undertaking on historic properties.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By:  Date: 7/8/03
Name

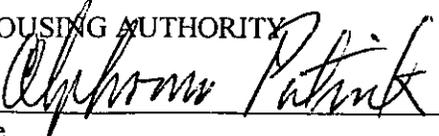
ALVIA E. BRAGOS, DIRECTOR, MPPD CENTER
Name/Title (printed)

NEBRASKA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 8/2/03
Name

L. Robert Puschendorf, DSHPO
Name/Title (printed)

OMAHA HOUSING AUTHORITY

By:  Date: 8/11/03
Name

Executive Director
Name/Title (printed)

RIDER _____ OF _____

HISTORIC PRESERVATION

The Deed shall include the following provisions:

HISTORIC PRESERVATION RESTRICTION

1. In order to assure compliance with the National Historic Preservation Act of 1966, 16 USC Paragraph 470, and the regulations thereunder, 36 CFR Part 800, the Grantee covenants that the Property shall be preserved, maintained and shall contain protective covenants. Any building improvements or rehabilitations shall be completed in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, 1990 revision. No alterations or modifications shall be undertaken or permitted to be undertaken that would adversely effect the characteristics of Strehlow Terrace that make it eligible for listing in the National Register of Historic Places.
2. In consideration of the conveyance of certain real property, hereinafter referred to as the Structure, located in the County of Douglas, State of Nebraska, which is described as (see attached Legal Description) , the Grantee hereby covenants on behalf of itself, its heirs, its successors, and assigns at all times to the property to preserve and maintain the Structure in a manner that preserves the Structure in accordance with the recommended approaches in The Secretary of Interior's Standards for Rehabilitation and guidelines for Rehabilitating Historic Buildings in order to preserve and enhance those qualities that make the Structure eligible for inclusion in the National Register of Historic Places.
3. No construction, alteration, remodeling or any other thing shall be undertaken or Permitted to be undertaken on the Structure which would affect the integrity or appearance of the aforesaid attributes without the express prior written permission of the Nebraska State Historic Preservation Officer, signed by a fully authorized representative thereof.
4. The Nebraska State Historic preservation Officer shall be permitted at all times to inspect the Structure in order to ascertain if the above conditions are being observed.

5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Nebraska State Historic Preservation Officer may institute a suit to enjoin such violation or for damages by reason of any breach thereof. The Nebraska State Historic Preservation Office, if, successful, shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
6. This covenant is binding to all the Parties hereto, their heirs, successors, and assigns in perpetuity; however, the Nebraska State Historic Preservation Officer may, for good cause, and with the concurrence of the Advisory Council on Historic Preservation, modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.
7. Failure of the Nebraska 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.
8. The acceptance of the deliverance of this deed shall constitute conclusive Evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Contract of Sale.

GRANTEE _____ (Must be initialed at the time of submissions of Contract)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____