Joint Commission Meeting with the Antiquities Advisory Board

September 22, 2020

Videoconference

TEXAS HISTORICAL COMMISSION

REAL PLACES TELLING REAL STORIES

TEXAS HISTORICAL COMMISSION

AGENDA

Videoconference Meeting
September 22, 2020
9 a.m.

Pursuant to the Governor's March 16, 2020 suspension of certain provisions of the Texas Open Meetings Act due to the Coronavirus (COVID-19), the September 22, 2020 joint meeting of the Texas Historical Commission and the Antiquities Advisory Board will be held by videoconference as authorized under Texas Government Code section 551.127.
Zoom meeting registration link: https://zoom.us/webinar/register/WN_TRZIHMTMRMGzRQoK_2pAmQ
or for audio only access via telephone: 1(346) 248-7799 Webinar ID: 931 8548 5524.
Agenda and meeting materials will be available at www.thc.texas.gov/teleconferences after September 15, 2020.
*Public comment registration is available at: https://bit.ly/3ifeEjU . You must register no later than 8 p.m. on September 21, 2020. A recording of the meeting will be available after September 23, 2020 by contacting Esther Brickley at 512-463-5768.
The members may discuss and/or take action on any of the items listed in the agenda.
Note: The Commission may go into executive session (close its meeting to the public) on any agenda item if appropriate and authorized by the Open Meetings Act, Texas Government Code, Chapter 551.

**The Commission will convene and meet concurrently with the Antiquities Advisory Board.*

1. Call to Order and Introductions – *Chairman Nau*

1.1 Welcome
1.2 Pledge of Allegiance
  A. United States
  B. Texas
1.3 Commissioner roll call
1.4 Establish quorum
1.5 Recognize and/or excuse absences

2. Consider approval of easement renewal with Equistar Chemicals, LP at San Jacinto Battlegrounds State Historic Site, Harris County

3. Consider approval of easement renewal for underground facilities with Southwestern Bell Telephone Company at San Jacinto Battleground State Historic Site, Harris County

4. Ratification of action approved by the Executive Committee on August 17, 2020:

A. Contract amendment (808-19-00360 with Phoenix 1 Restoration and Construction, Ltd. – increase up to $75,000 and extend contract through November 30, 2020
B. Contract amendment (808-18-0652) with Hutson Gallagher, Inc. – extend contract through November 30, 2020

5. Public comment

Members of the public may address the Commission concerning any matter within the authority of the Commission. The Chairman may limit the length of time available to each individual.

6. Discussion and possible action regarding the Historic Buildings and Structures Permit Application #1033 for The Alamo Plan—Phase 1, including restoration and possible relocation of the Cenotaph, Alamo Plaza, San Antonio, Bexar County

7. Chairman's Report

7.1 Report on the ongoing projects and operations of the Commission including updates on meetings held, consultations, contacts and planned travel/events

8. Adjourn

COMMITTEE LIST

TEXAS HISTORICAL COMMISSION
COMMITTEE STRUCTURE AND ASSIGNMENTS
04/16/2020

		THC COMMITTEES								OTHER ASSIGNMENTS			
LAST	FIRST	EXECUTIVE	FINANCE & GOV. RELTIONS	ARCHEOLOGY	ARCHITECTURE	HISTORY PROGRAMS	COMM. HERITAGE DVLPMT	HISTORIC SITES	COMM. DIVISION	LIAISONS/ FRIENDS OF THE THC	FRIENDS OF GOV'S MANSION	ADMIRAL NIMITZ FOUND.	ANTIQUITIES ADVISORY BOARD
BROUSSARD	EARL	X		X	X				X				
BRUSETH	JIM			CHAIR				X	X				CHAIR
BURDETTE	MONICA				X	X	X	X		X			
CRAIN	JOHN	X	CHAIR					CHAIR		X			
DONNELLY	GARRETT		X		X		X		X				
DUTIA	RENEE		X			X	X		X				
GARCIA	LILIA				X	X	X						X
GRAVELLE	DAVID		X					X	CHAIR				
JEFFERSON	WALLACE				X		X		X				
LIMBACHER	LAURIE				X	X		X					X
McKNIGHT	CATHERINE		X			X		X	X				
NAU	JOHN	CHAIR	X							X	X	X	
PERINI	TOM			X	CHAIR	X							
PETERSON	PETE	X		X			CHAIR	X			X		
WHITE	DAISY	X	X			CHAIR	X						

		THE HISTORIC SITES SUB COMMITTEES			
LAST	FIRST	DEVELOPMENT & FRIENDS	FACILITIES & MAINTENANCE	MARKETING, PROMOTION & MERCHANDISING	VISITOR EXPERIENCE
BROUSSARD	EARL		X		
BRUSETH	JIM				X
BURDETTE	MONICA			X	
CRAIN	JOHN				X
DONNELLY	GARRETT	X	CHAIR		
DUTIA	RENEE			CHAIR	
GARCIA	LILIA				X
GRAVELLE	DAVID			X	
JEFFERSON	WALLACE	X			
LIMBACHER	LAURIE		X		
McKNIGHT	CATHERINE				CHAIR
NAU	JOHN				
PERINI	TOM	X			
PETERSON	PETE		X		
WHITE	DAISY	CHAIR			

TAB 2

Item #2
Texas Historical Commission
September 22, 2020

Consider approval of easement renewal with Equistar Chemicals, LP at San Jacinto Battlegrounds State Historic Site, Harris County

Background:

An existing easement between Texas Parks and Wildlife Department (TPWD) and Equistar Chemical, LP, (Equistar) expired March 7, 2020 and has been extended month to month until renewal can be approved by the property steward. TPWD has transferred the real property at San Jacinto Battleground State Historic Site located in Harris County to the Texas Historical Commission (THC) and THC has negotiated a ten-year renewal of the easement for a 8-inch OD pipeline for the purpose of transporting Ethyl Tertiary Butyl Ether ("ETBE") The term of this agreement is April 1, 2020 to March 31, 2030 with the signing of the agreement by both parties.

THC's draft easement developed by the Office of the Attorney General has been forwarded to Equistar Chemical for review and approval.

Suggested motion:
Move that the Commission approve the renewal of an easement grant and authorize Executive Director to sign the finalized easement for pipeline with Equistar Chemical, LP.

TEXAS HISTORICAL COMMISSION EASEMENT ON STATE

HISTORIC SITES LAND MISCELLANEOUS EASEMENT

STATE OF TEXAS	§	
	§	NOW BY ALL THESE PRESENTS:
COUNTY OF HARRIS	§	

This Miscellaneous Easement (the "Easement") is granted by virtue of the authority granted in, and is subject to, Texas Government Code Sections 442.0056, .0058, and .251, as the same may be amended from time to time, and all other applicable rules and applicable statutes and regulations, as amended from time to time.

ARTICLE I. PREMISES

1.01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Texas Historical Commission (the "GRANTOR"), does hereby grant unto Equistar Chemicals, LP, (the "GRANTEE"), whose address is One Houston Center 1221 McKinney Street, Houston, TX 77010, a non-exclusive easement for purposes of construction, installation and maintenance of one (1) 8-inch O.D. pipeline for the purpose of transporting Ethyl tertiary butyl ether ("ETBE") on the following public land as depicted and located in San Jacinto Battlegrounds Historic Site located in Harris County, Texas:

> BEING a centerline description of an 8-inch pipeline on, over and across two tracts of land owned by the Texas Historical Commission both being situated in the Arthur McCormick Survey, Abstract Number 46 in Harris County, Texas. The first tract being that certain called 20.90-acre tract of land (Vista Road)referred to as parcel 2 conveyed to the State of Texas in deed recorded in Volume 1087, Page 296 of the Deed Records of Harris County, Texas and the second tract being that certain called 77.11-acre tract of land conveyed to the State of Texas in deed recorded under County Clerk's file No. J944797 of the Official public Records of Real Property of Harris County Texas. Said centerline being more particularly described as follows and referred to herein as the "Premises":
>
> COMMENCING FOR REFFERENCE at a 3-inch aluminum cap stamped "SJ 14"found for the northwest corner of the residue of said 220.28-acre tract and also for the southwest corner of a certain called 155.31-acre tract of land conveyed by deed to [Texas Parks and Wildlife Department recorded under County Clerk's Files No. J802803 and transferred to the Texas Historical Commission as recorded under County Clerk's Files No. RP-2020-310680] of the Official Records of the Real Property of Harris County , Texas said corner also being located in the easterly boundary line of said 20.90-acre tract of land

same being the easterly right-of-way line of Vista Road (based on a width of 200 feet);

THENCE South 22 degrees 54 minutes 01 seconds West, along an easterly right-of-way line and the westerly boundary line of the residue of said 220.28-acrs tract , a distance of 30.9 feet to the POINT OF BEGINNING of the herein described centerline, and having grid coordinate values (in feet) of X = 3,210,516.53 and Y =13,837,484.62 NAD83:

THENCE North 57 degrees 00 minutes 25 seconds West a distance 203.06 feet to a POINT OF EXIT of the herein described centerline, having grid coordinate values (in feet) of X = 3,210,346.21 and Y = 13,837,595.19 NAD83, and being located in the westerly boundary line of said 20.90-acre tract same being the westerly right-of-way of Vista Road, from which a found 3-inch aluminum cap stamped "SJ-2" bears north 22 degrees 54 minutes 01 seconds east, 3.05 feet for the south corner of that certain of that certain called 77.1-acre tract of land conveyed by deed to the State of Texas Parks and Wildlife Department as recorded under County Clerk's Files No. J944797 and transferred to the Texas Historical Commission as recorded under County Clerk's Files No. RP-2020-310680 of the Official Public Records of the Real Property of Harris County, Texas:

THENCE entering at a point on the southwest boundary line of said 77.11-acre tract of land from which the southwest corner bears North 57 degrees 00 minutes 25 seconds West a distance of 59.30 feet, said point being a POINT OF RE-ENTRY into property owned by the State of Texas Historical Commission, and having grid coordinate values (in feet) of X = 3,209,104.61 and Y = 13,838,404.86 NAD83, North 02 degrees 31 minutes 34 seconds West a distance of 1,151.37 feet to a TERMINAL POINT in the northwest boundary line of said 77.11-acre tract, having grid coordinate values 9in feet) of X = 3,209,053.87 and Y = 13,839,555.11 NAD83, said centerline being a total distance of 1,354.43 feet, or 82.09 rods.

For a total length of 82 rods and 20 feet wide, being 10 feet either side of a centerline formed by the Improvements (as herein defined), as constructed and as shown on Exhibit A attached to this agreement and made a part hereof.

1.02 GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS EASEMENT. GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS,

ENCUMBRANCES AND/OR PRIOR RIGHTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE TEXAS HISTORICAL COMMISSION AS GRANTOR, INCLUDING ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE TEXAS HISTORICAL COMMISSION, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION 1.02 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE II. TERM

2.01 This Easement is for a term of ten (10) years, beginning on April 1, 2020 and terminating on March 31, 2030, unless earlier terminated as provided herein; provided, GRANTOR and GRANTEE agree that this Easement shall automatically terminate if GRANTEE ceases to use the Premises for the purposes set forth in Article IV hereof.

ARTICLE III. CONSIDERATION

3.01 As consideration ("Consideration") for the granting of this Easement, Grantee shall pay an annual fee to the Grantor in the sum of Three Thousand and NO/100 Dollars ($3,000.00) ("Annual Fee") payable to the Texas Historical Commission by cashier's check made out to Texas Historical Commission and delivered to THC Staff Services, 1511 Colorado St., Austin, Texas 78701. Payment of the Annual Fee shall be made no later than October 31 of each calendar year during this term of this Easement, beginning in 2020 for the term of this Easement.

3.02 GRANTEE shall pay and discharge any and all taxes, general and special assessments, and other charges which may be levied on or assessed against the Premises or any improvements constructed thereon on account of GRANTEE's use of the Premises. GRANTEE shall pay such taxes, charges and assessments not less than fifteen (15) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof.

3.03 GRANTEE agrees to and shall protect, defend, and hold GRANTOR harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof. GRANTEE shall have the right, in good faith, at its sole cost and expense, to contest any such taxes, charges, or assessments.

3.04 All sums provided to be paid by GRANTEE under this Easement shall be due and payable without demand or notice by GRANTOR. Past due payments to GRANTOR shall bear

interest at the rate of 10% per annum from the date due until paid. Failure of GRANTEE to make any payment when due shall entitle GRANTOR to exercise the rights provided in Section 8.01.

ARTICLE IV. USE

4.01 Subject to the terms and conditions of this Easement, GRANTEE and GRANTEE'S officers, representatives, employees, agents, contractors and subcontractors shall have the right to use the Premises, together with a right of ingress and egress, solely to install, construct, erect, maintain, operate, and repair of (a) one (1) 30-inch O.D. pipeline for the purpose of transporting ETBE; and (b) a service road (hereinafter "Permissible Use"). GRANTEE shall not use the Premises for any other purpose without prior written consent of GRANTOR, which consent may be granted or withheld by GRANTOR in its sole discretion.

4.02 GRANTOR, its officers, representatives, employees and agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection and for any other reasonable purpose necessary to protect GRANTOR'S interests therein. Further, GRANTOR shall have the right to use any or all of the Premises for any purpose not inconsistent with this Easement.

4.03 GRANTEE shall not use, or permit the use of, the Premises for any illegal purpose or in any manner that is not a Permissible Use hereunder. GRANTEE shall comply and will cause its officers, employees, representatives, agents, contractors, subcontractors and invitees to comply, with the provisions of this Easement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over the Premises.

4.04 GRANTEE shall not transfer, assign, or sublease the Premises, or any of the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of GRANTOR, which consent may be granted or withheld in GRANTOR'S sole discretion.

ARTICLE V. CONSTRUCTION AND IMPROVEMENTS

5.01 Subject to the terms and conditions set forth below, GRANTEE shall have the right to install, construct, erect, maintain, operate and repair (a) one (1) 30-inch O.D. pipeline for the purpose of transporting ETBE; and (b) a service road (the "Improvements").

5.02 The location of the Premises is fixed at the location of the Improvements and neither the location of the Premises nor the Improvements shall be changed without the prior written consent of the GRANTOR and any other authority with jurisdiction over the Premises.

5.03 In accomplishing any installation, construction, maintenance, repair or operation of the Improvements, GRANTEE agrees to comply with the terms and conditions set forth and with the following special conditions:

a. To install, construct, maintain, repair and operate the Improvements in a manner that results in the least possible surface disturbance and the least possible removal of natural vegetation; provided, however, GRANTOR may grant a waiver of this

requirement if deemed in its sole discretion to be in the best interest of the State.

b. To limit clearing of natural vegetation to only that which poses a hazard or hindrance to construction or operation of the Improvements.

c. To dispose of brush and other materials cleared from the Premises by methods such as sale, removal, on-site stacking, or piling of brush for wildlife cover instead of by burning.

d. To leave a screen of natural vegetation where the Premises are visible from any road or highway.

e. To exercise reasonable care during installation, construction, maintenance, repair and operation of the Improvements so as to cause the least amount of disturbance to the natural features of the Premises and to re-vegetate disturbed areas using a seed drill or Hydromulch, on a suitably prepared bed, of a minimum of 30lbs per acre of pure live seed of species native to the Texas coastal prairie; to install erosion control structures; and to mitigate and repair surface damages resulting from activities authorized hereunder in a manner satisfactory to GRANTOR or its designated representative.

f. To repair or replace, within a reasonable time, any fence, bridge, building or other structure, other than GRANTEE'S own structures, damaged or destroyed by GRANTEE'S activities on the Premises.

g. In light of the pipeline industry's indicated willingness to improve safety standards, as well as regulations promulgated by the Department of Transportation's Office of Pipeline Safety, and also any federal pipeline health and safety legislation pending in the U.S. Congress, this Easement is granted upon condition of GRANTEE's specific compliance with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended in the future.

h. GRANTEE is required to provide the GRANTOR an "as built " survey of the Improvements within one hundred eighty (180) days of execution of this Easement. GRANTEE agrees to provide the documentation depicting location of the Improvements that shall include spatial coordinates sufficient for determining that the Improvements lie within the approved Premises. Upon receipt and acceptance by the GRANTOR, the "as built" survey shall be attached to and become a part of this Easement as Exhibit "B-1" and shall be included in the Premises as described in Section 2.01 of this Easement. Notwithstanding the foregoing, and provided that the Improvements have been in place for at least twenty (20) years ("a legacy Improvement"), GRANTEE may, in lieu of providing such actual dimensions, provide the GRANTOR an "as built" survey

of the Improvements within one hundred eighty (180) days of execution of this Easement. GRANTEE agrees to provide the documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the Improvements lie within the approved Premises. Upon receipt and acceptance by the GRANTOR, the "as built" survey shall be attached to and become a part of this Easement as Exhibit "B-1" and shall be included in the Premises as described in Section 2.01 of this Easement. Notwithstanding the foregoing, and provided that the Improvements have been in place for at least twenty (20) years ("a legacy Improvement"), GRANTEE may, in lieu of providing such actual dimensions and spatial coordinates, provide a certified written statement by a Professional Engineer which states that the engineer, despite having employed best efforts to do so, cannot ascertain the burial depth and/or location coordinates of such legacy Improvement from GRANTEE's existing records and documentation. Any such certified statement shall also include any documentation in GRANTEE's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If GRANTEE, at any time, later discovers or determines the actual burial depth and/or location coordinates of a legacy Improvement, GRANTEE agrees to submit such documentation to GRANTOR. If it is determined that the Improvements or legacy Improvements are not actually located within the Premises as described in this Easement, the GRANTEE shall, at the time of submission of the as built survey or other documentation, provide written notice to GRANTOR of the discrepancy. The GRANTOR will then provide written notice to the GRANTEE of the amount of additional consideration, if any, due to the GRANTOR as a result of the discrepancy. GRANTEE agrees to pay the additional consideration within thirty (30) days of receipt of the written notice from GRANTOR. Failure to pay the additional consideration within the time specified will constitute an event of default under Article IX of this Easement. GRANTEE acknowledges that GRANTEE's failure to submit the as built survey of the Improvements, or certified statement by a Professional Engineer for legacy Improvements, within one hundred eighty (180) days, or for new projects, upon completion of construction, will result in a waiver by GRANTEE of any claim to a reduction or refund of consideration tendered or to be tendered under this Easement that may have resulted from any discrepancy. In addition, GRANTOR may, at its discretion, require an amendment to this Easement with regard to the description of the Premises.

5.04 GRANTEE shall notify any contractor performing work or services related to this Easement of all general and special conditions applicable to such work or services, shall require all contractors to comply with the GRANTEE's obligations under this Easement, and shall provide GRANTOR with a copy of such notice or contract. Further, GRANTEE shall be liable for any action of such contractor or its subcontractor which is inconsistent with the provisions of this Easement.

5.05 GRANTEE shall provide written notice to GRANTOR of planned installation, construction, maintenance or repairs contemplated hereunder at least 48 hours in advance of the initiation of such activity so that GRANTOR'S field inspectors may arrange to be present, if desired.

5.06 Upon completion of such installation, construction, maintenance or repair activities permitted under this Easement, GRANTEE shall notify GRANTOR in writing, by certified mail, that all such work has been completed. Within thirty (30) days after receipt of such notice, GRANTOR may inspect the Premises and require such additional work as GRANTOR may determine, in its sole discretion, is necessary to conform it to the requirements set forth herein.

5.07 GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 1999 SUPP.). BEFORE COMMENCING CONSTRUCTION AT THE PREMISES, GRANTEE SHALL NOTIFY GRANTOR. THE GRANTOR SHALL MAINTAIN THE SOLE DISCRETION AND AUTHORITY TO REQUIRE AN ARCHEOLOGICAL SURVEY BE COMPLETED BEFORE CONSTRUCTION CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

ARTICLE VI. OPERATION AND MAINTENANCE

6.01 Subject to the terms and conditions set forth below, GRANTEE shall have the right to operate, maintain, inspect, replace, rebuild and repair the Improvements in accordance with the terms and conditions of this Easement.

6.02 GRANTEE shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground and water in and around the Premises and shall comply with all applicable rules and regulations of the State of Texas, including, without limitation, the Texas Historical Commission and other authorities with jurisdiction over the Premises for the protection and preservation of public lands and waters.

6.03 In the event of an incident that results or may result in pollution of the Premises and/or the adjacent property of GRANTOR or others, GRANTEE shall use its best efforts to recapture any pollutants which have escaped or may escape as promptly as practicable and "in the most expeditious manner practicable. THE PROVISIONS OF THIS SECTION 6.03 SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

6.04 GRANTEE shall be fully liable and responsible for any and all damage to the Premises, the Improvements, or any other property, of any nature, arising or resulting from its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to its exercise of the rights granted herein. GRANTEE agrees to repair or replace, as required, such damage to land or Improvements to the satisfaction of GRANTOR or, at GRANTOR'S option, to compensate GRANTOR for a reasonable amount for such damage.

ARTICLE VII. INDEMNITY

7.01. GRANTOR SHALL BE RESPONSIBLE FOR AND DOES HEREBY RELEASE RELIEVE, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND GRANTEE, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, PENALTIES, CHARGES, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY BE IMPOSED UPON OR INCURRED BY GRANTEE BY REASON OF LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGES TO PROPERTY OCCURRING IN OR AROUND THE PREMISES OCCASIONED IN WHOLE OR IN PART BY ANY NEGLIGENCE, ACTS, OR OMISSIONS OF GRANTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE EASEMENT, OR DUE TO THE PRESENCE OR RELEASE IN, ON, OR ABOUT THE PREMISES, AT ANY TIME, OF ANY SUBSTANCE NOW OR HEREAFTER DEFINED, LISTED, OR OTHERWISE CLASSIFIED PURSUANT TO ANY LAW, ORDINANCE OR REGULATION AS A HAZARDOUS, TOXIC, POLLUTING OR CONTAMINATING SUBSTANCE. THE DEFENSE SHALL BE COORDINATED BY GRANTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTOR AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE VIII. DEFAULT AND TERMINATION

8.01 In the event GRANTEE fails to make any payment due hereunder or is in breach of any term or condition hereof, GRANTOR shall have the right, at its option and its sole discretion, to terminate this Easement and all rights inuring to GRANTEE herein by sending written notice of such termination to GRANTEE as provided in Article X below. This Easement shall terminate upon the expiration of thirty (30) days following such notice and all rights granted herein to GRANTEE shall revert to GRANTOR; provided, however, that should

GRANTEE pay or tender any such delinquent payment or cure any default within the time period above, this Easement shall not terminate and shall continue in full force and effect. Any such termination shall not prejudice the rights of GRANTOR to collect any payments due or to seek recovery on any claim arising hereunder. GRANTOR shall also retain a right to terminate this Easement in the event GRANTOR determines, in its sole discretion, that such termination is in the best interest of the GRANTOR, the State of Texas, or any of its agencies, although in such instance GRANTEE shall have the right to invoke dispute resolution under Paragraph 12 below no later than thirty (30) days after GRANTEE receives notice of termination.

8.02 In addition to the foregoing, each of the following acts by GRANTEE shall constitute an event of default hereunder:

a. Abandonment or vacating of the Improvements or Premises or any significant part thereof.

b. Failure to tie into a functioning pipeline system.

c. Bankruptcy, insolvency or other such act resulting in appointment of a receiver, liquidator, custodian, or other such fiduciary charged with liquidating or winding-up of GRANTEE'S affairs.

d. Refusal to timely perform or fulfill any covenant, duty, or obligation hereunder within thirty (30) days following written notice or demand from GRANTOR to do so. Such notice or demand shall be given by certified mail as provided in Section 11.02 below.

8.03 Except as otherwise provided in subsection 8.04, GRANTEE shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Easement, remove all personal property and the Improvements, and take all available measures necessary to restore the Premises (and any other property affected by such removal activities) to the same condition that existed before GRANTEE entered thereon. Such removal and restoration activities shall be conducted in accordance with Texas Historical Commission guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. GRANTEE shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

8.04 The GRANTOR may waive the removal/restoration requirements in subsection 8.03 if, in the GRANTOR's sole opinion and discretion, such waiver is in the best interest of the State. No such waiver is effective unless such waiver is in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State.

ARTICLE IX. HOLDOVER

9.01 If GRANTEE holds over and continues in possession of the Premises after expiration or earlier termination of this Easement, GRANTEE will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Easement, except that as liquidated damages by reason of such holding over, GRANTEE shall be required to pay GRANTOR rent in the amount of One Thousand and NO/100 Dollars ($1,000.00) per month during such holdover period. GRANTEE acknowledges that in the event it holds over, GRANTOR'S actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. GRANTEE further acknowledges that acceptance of holdover consideration does not imply GRANTOR consent to holdover.

9.02 The tenancy from month-to-month described in Section 9.01 of this Easement may be terminated by either party upon thirty (30) days written notice to the other.

9.03 The consideration due after notice of termination has been given is to be calculated according to Section 9.01 hereinabove on a pro rata basis. If upon notice of termination by the GRANTOR, GRANTEE pays consideration in excess of the amount due and payable and the GRANTOR accepts such payment, the acceptance of such payment will not operate as a waiver by the GRANTOR of the notice of termination unless such waiver is in writing and signed by the GRANTOR. Any such excess amounts paid by GRANTEE and accepted by the GRANTOR shall be promptly refunded by the GRANTOR after deducting therefrom any amounts owed to the GRANTOR.

ARTICLE X. RESERVATIONS

10.01 To the extent not previously conveyed, GRANTOR reserves to itself all rights to all minerals, ores and metals of any kind and character found at the surface and in, on or under the Premises and to all geothermal resources.

ARTICLE XI. NOTICE

11.01 Each party shall keep the other informed of its current address. The initial addresses for notice are as follows:

GRANTOR:
Texas Historical Commission
1511 Colorado Street
Austin, Texas 78711
san-jacinto-battleground@thc.texas.gov

GRANTEE:
Equistar Chemical, LP
Attn: Charles Davis
15055 Fairfield Meadows Dr. Ste 130-75

Cypress, Texas 77433
ctdavisjr6@gmail.com

11.02 Any notice which may or shall be given under this Easement shall be in writing and shall be sent by U.S. Mail, postage prepaid, registered or certified, with return receipt requested, to the respective addresses stated above or as changed by a party from time to time by the giving of notice to the other. Any notice given under this Easement shall also be sent by email at the address listed above or as changed by a party from time to time by giving notice to the other by U.S. Mail, postage prepaid, registered or certified, with return receipt requested.

11.03 No change of address of either party shall be binding on the other until notice of such change is given as provided herein. A post office receipt for such notice or a signed return receipt shall be conclusive that such notice was delivered in due course if mailed as provided above. Any notice mailed in the above manner shall be deemed completed upon the earlier to occur of (1) actual receipt, as indicated on a signed return receipt or (2) three days after posting such notice as provided above.

ARTICLE XII. DISPUTE RESOLUTION

12.01 Any dispute arising out of or relating to this Easement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved pursuant to the following procedure.

a. Negotiation

Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between respective representatives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation").

b. Non-binding Mediation

If the Dispute has not been resolved by Negotiation in accordance with subsection 12.01(a), then the parties shall proceed to non-binding mediation (the "Mediation") unless the parties mutually agree to a different timeframe. The parties shall agree on a mediator, however, any mutually agreed mediator must be an impartial third party pursuant to the requirements of Sec. 154.052, Title 7 of the Texas Civil Practice and Remedies Code. The non-binding mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the Mediation process beyond one day, until there is a settlement agreement, or one party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the Mediation within 30 days of the first Mediation session.

To the extent permissible under Texas law and subject to the requirements of Chapter

552 of the Texas Government Code, all communications, both written and oral, during the Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

c. Condition Precedent

Compliance with the dispute resolution process provided for above is a condition precedent to the GRANTEE seeking judicial intervention of any kind to resolve the Dispute.

d. Sovereign Immunity

Nothing in the foregoing shall be construed as a waiver of the State of Texas' or the GRANTOR's sovereign immunity. This Easement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Easement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. GRANTOR does not waive any privileges, rights, defenses, or immunities available to GRANTOR by granting this Easement or by its conduct, or by the conduct of any representative of GRANTOR, prior to or subsequent to granting this Easement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.01 Terminology, Headings, and Severability. With respect to terminology in this Easement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Easement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Easement, but such other provisions shall continue in full force and effect. The titles of the Articles in this Easement shall have no effect and shall neither limit nor amplify the provisions of the Easement itself. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

13.02 Binding Effect. This Easement shall be binding upon and shall accrue to the benefit of the GRANTOR, its successors and assigns, GRANTEE, GRANTEE'S successors and assigns (or heirs, executors, administrators and assigns, as the case may be).

13.03 Non-waiver. Neither acceptance of consideration (or any portion thereof) or any other sums payable by GRANTEE hereunder (or any portion thereof) to the GRANTOR nor failure by GRANTOR to complain of any action, non-action or default of GRANTEE shall constitute

a waiver as to any breach of any covenant or condition of GRANTEE contained herein nor a waiver of any of the GRANTOR'S rights hereunder. Waiver by the GRANTOR of any right for any default of GRANTEE shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the GRANTOR hereunder or covenant, duty or obligation of GRANTEE hereunder shall be deemed waived by the GRANTOR unless such waiver be in writing, signed by a duly authorized representative of the GRANTOR.

13.04 No Authority to Act on Behalf of or Bind Grantor. No provision of this Easement shall be construed in such a way as to constitute the GRANTOR and GRANTEE joint venturers or co-partners or to make GRANTEE the agent of GRANTOR or make the GRANTOR liable for the debts of GRANTEE.

13.05 Time is of the Essence. In all instances where GRANTEE is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

13.06 Limitation of Liability. Under no circumstances whatsoever shall GRANTOR ever be liable hereunder for consequential damages or special damages. The terms of this Easement shall only be binding on GRANTOR during the period of its ownership of the Premises and in the event of the transfer of such ownership interest, GRANTOR shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Easement term upon each new owner for the duration of such owner's ownership.

13.07 Governing Law and Venue. This Easement shall be construed and interpreted in accordance with the laws of the State of Texas without regard to the provisions pertaining to conflicts of law. This Easement is performable in Harris County, Texas. All monetary obligations of the GRANTOR and GRANTEE (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas. The venue of any suit arising under the Easement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GRANTOR.

13.08 No Offset. The obligation of GRANTEE to pay all consideration and other sums hereunder and the obligation of GRANTEE to perform GRANTEE'S other covenants and duties under this Easement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Easement and not otherwise. GRANTEE waives and relinquishes all rights which GRANTEE might have to claim any nature of lien against, or withhold or deduct from or offset against, any consideration or other sums provided hereunder to be paid to the GRANTOR by GRANTEE. GRANTEE waives and relinquishes any right to assert, either as a claim or as a defense, that the GRANTOR is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the GRANTOR not expressly

set forth in this Easement.

13.09 No Third-Party Beneficiary. Anything to the contrary in this Easement notwithstanding, all rights, privileges and benefits conveyed by this Easement are for the exclusive use of the parties hereto, and there shall be no third-party beneficiary hereof.

13.10 Texas Public Information Act. Information, documentation, and other material in connection with this Easement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the State pursuant to the Easement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

ARTICLE XIV. INFORMATIONAL REQUIREMENTS

14.01 GRANTEE shall provide written notice to the GRANTOR of any change in GRANTEE's name, address, corporate structure, legal status or any other information relevant to this Easement.

14.02 GRANTEE shall provide to the GRANTOR any other information reasonably requested by the GRANTOR in writing within fifteen (15) days following such request or such other time period approved by the GRANTOR (such approval not to be unreasonably withheld).

14.03 GRANTEE hereby acknowledges that late submission by GRANTEE to the GRANTOR of information or documentation (including, without limitation, as-built and/or burial surveys) required under this Easement will cause the GRANTOR to incur various expenses not contemplated by this Easement, the exact amount of which are presently difficult to ascertain. Accordingly, if any information required to be submitted within a certain time under the terms of this Easement shall not be received by the GRANTOR on or before five (5) days after the date when due, then, GRANTEE shall pay to the GRANTOR a "Late Charge" equal to one hundred dollars ($100.00) for each day so past due. The GRANTOR and GRANTEE agree that such Late Charge represents a fair and reasonable estimate of the expenses that the GRANTOR will incur by reason of such late submission of information by GRANTEE. Acceptance of such Late Charge by the GRANTOR shall not constitute a waiver of GRANTEE's default with respect to any such past due information, nor prevent the GRANTOR from exercising any other rights and remedies granted under this Easement, at law, or in equity.

ARTICLE XV. ENTIRE AGREEMENT

15.01 This Easement, including exhibits, constitutes the entire agreement between GRANTOR and GRANTEE and no prior written or prior or contemporaneous oral promises or representations shall be binding.

15.02 This Easement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

15.03 Within thirty (30) days following execution of the Easement, GRANTEE shall record the Easement or a memorandum thereof in the real property records of Harris County and provide a certified copy of the recorded instrument to GRANTOR. Should GRANTEE fail to do so, GRANTOR may cause the Easement to be recorded, at GRANTEE'S expense, and to have the cost thereof reimbursed upon advising GRANTEE of such cost.

15.04 This Easement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto, provided the amendment shall be consistent with the purpose of this Easement. Any such amendment shall not be effective unless it is executed in the same manner as this Easement, refers expressly to this Easement, and is filed by the GRANTEE in the deed records of Harris County, with official filed copy of amendment provided by GRANTEE to GRANTOR.

15.05 Upon expiration or earlier termination of this Easement, GRANTEE agrees to execute documents, in recordable form, reasonably required by GRANTOR to evidence expiration or termination of this Easement. GRANTEE'S OBLIGATION TO EXECUTE SUCH DOCUMENTS SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

GRANTOR: THE STATE OF TEXAS

GRANTEE:

BY:_____

BY:_____

Mark Wolfe
Executive Director, Texas Historical
Commission

Date:_____

Date:_____

(ACKNOWLEDGEMENT PAGES TO FOLLOW)

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

On this _____ of _____, 20__ before me, the undersigned Officer, personally appeared _____, known to me as the _____ of _____, a _____, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

_____

Notary Public of the State of Texas

My commission expires:

STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this _____ of _____, 20__ before me, the undersigned Officer, personally appeared _____, known to me as the _____ of _____, a _____, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS THEREOF, I hereunder set my hand and official seal.

_____

Notary Public of the State of Texas

My commission expires:_____

TAB 3

Item #3
Texas Historical Commission
September 22, 2020

Consider approval of easement renewal for underground facilities with Southwestern Bell Telephone Company at San Jacinto Battleground State Historic Site, Harris County

Background:

An existing easement between Texas Parks and Wildlife Department (TPWD) and Southwestern Bell Telephone Company, expired April 30, 2020 and has been extended month to month until renewal can be approved by the property steward. TPWD has transferred the real property at San Jacinto Battleground State Historic Site located in Harris County to the Texas Historical Commission (THC) and THC has negotiated a ten-year renewal of the easement for underground utilities, a data transmission cable serving the Occidental Chemical Corporation of La Porte facilities on Juan Seguin BLVD. The term of this agreement will begin on the date signed by both parties and terminate after a period of ten years.

THC's draft easement developed by the Office of the Attorney General has been forwarded to Southwestern Bell Telephone Company for review and approval.

Suggested motion:
Move that the Commission approve the renewal of an easement grant and authorize Executive Director to sign the finalized easement for underground facilities with Southwestern Bell Telephone Company.

Texas Historical Commission

EASEMENT FOR UNDERGROUND FACILITIES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Easement for Underground Facilities (the "Easement"), is granted by virtue of the authority granted in, and is subject to, Texas Government Code Sections 442.0056, .0058, and .251 , as the same may be amended from time to time, and all other applicable rules and applicable statutes and regulations, as amended from time to time.

ARTICLE I. PROPERTY

1.01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Texas Historical Commission (the "GRANTOR"), does hereby grant unto SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents (hereinafter collectively referred to as "GRANTEE"), a nonexclusive easement (hereinafter referred to as the "Easement") as described herein below for the purposes of construction, installation and maintenance of one (1) buried communications cable for the purposes of providing telecommunications services to Occidental Chemical Corporation of La Porte, Texas on the public land as depicted and located in San Jacinto Battleground State Historic Site located in Harris County Texas, (hereinafter called "the Property"), and described as follows, to wit:

BEING a 0.292-acre tract of land out of the Arthur McCormick Survey, A-46.
See Survey and Field Notes that are attached as Exhibit "A"

1.02 GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS EASEMENT. GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE TEXAS HISTORICAL COMMISSION AS GRANTOR, INCLUDING ANY OFFICIAL, AGENT,

REPRESENTATIVE OR EMPLOYEE OF THE TEXAS HISTORICAL COMMISSION, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PROPERTY ARE LOCATED. THE PROVISIONS OF THIS SECTION 1.02 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

1.03 This Easement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only an Easement subject to the terms, conditions, and mutual covenants contained herein.

1.04 The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

1.05 GRANTOR warrants that he/she/they are the owners of the Property occupied by the Easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. In addition, GRANTOR hereby warrants and represents he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement or the Property.

ARTICLE II. TERM

2.01 This Easement is for a term of ten (10) years, beginning on September 1, 2020 and terminating on August 31, 2030 unless earlier terminated as provided herein; provided, GRANTOR and GRANTEE agree that this Easement shall automatically terminate if GRANTEE ceases to use the Property for the purposes set forth in Article IV hereof.

ARTICLE III. CONSIDERATION

3.01 As consideration ("Consideration") for the granting of this Easement, Grantee shall pay a one-time fee to the Grantor in the sum of Ten Thousand and NO/100 Dollars ($10,000.00) payable to the Texas Historical Commission by cashier's check made out to Texas Historical Commission and delivered to THC Staff Services, 1511 Colorado St., Austin, Texas 78701. Payment of the fee shall be made no later than October 1, 2020.

3.02 GRANTEE shall pay and discharge any and all taxes, general and special assessments, and other charges which may be levied on or assessed against the Property or any Facilities constructed thereon on account of GRANTEE's use of the Property. GRANTEE shall pay such taxes, charges and assessments not less than fifteen (15) days

prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof.

3.03 GRANTEE agrees to and shall protect, defend, and hold GRANTOR harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof. GRANTEE shall have the right, in good faith, at its sole cost and expense, to contest any such taxes, charges, or assessments.

ARTICLE IV. USE

4.01 Subject to the terms and conditions included herein, this Easement is granted for the purpose of permitting GRANTEE to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove such underground communications, data, video and information systems and lines, circuits, and conduits, together with such other appurtenances thereto (collectively, the "Facilities"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement.

4.02. GRANTOR further conveys to GRANTEE the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement utilizing reasonable routes across the Property, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other paved areas of the Property; the right to drain or sheet flow storm water runoff from the Easement into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement; the right to place on the surface of the Easement manholes, cable risers, connector terminals, repeaters, testing terminals and route markers; the right to construct, operate and maintain, or license others to do so, service lines for electric power.

4.03 During the period of installation, removal or replacement of the Facilities by GRANTEE within the Easement herein granted, GRANTEE shall have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal or replacement of said Facilities. Following the initial installation of GRANTEE'S Facilities, and after any later activities by GRANTEE which affect the Property, GRANTEE shall promptly restore the grounds affected thereby to as nearly as practicable the same condition that existed prior to such activity.

4.04 The purposes and use of the Property contemplated by Subsections 4.01-4.03 shall hereinafter be "Permissible Uses" under this Easement. GRANTEE shall not use, or permit the use of, the Property for any illegal purpose or in any manner that is not a Permissible Use hereunder. GRANTEE shall comply and will cause its officers, employees, representatives, agents, contractors, subcontractors and invitees to comply, with the provisions of this Easement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over the Property. In accomplishing any

installation, construction, maintenance, repair or operation of the Facilities, GRANTEE agrees to comply with the following special conditions:

a. To install, construct, maintain, repair and operate the Facilities in a manner that results in the least possible surface disturbance and the least possible removal of natural vegetation; provided, however, GRANTOR may grant a waiver of this requirement if deemed in its sole discretion to be in the best interest of the State.

b. To limit clearing of natural vegetation to only that which poses a hazard or hindrance to construction or operation of the Facilities.

c. To dispose of brush and other materials cleared from the Premises by methods such as sale, removal, on-site stacking, or piling of brush for wildlife cover instead of by burning.

d. To exercise reasonable care during installation, construction, maintenance, repair and operation of the Facilities so as to cause the least amount of disturbance to the natural features of the Premises and to re-vegetate disturbed areas using a seed drill or Hydromulch, on a suitably prepared bed, of a minimum of 30lbs per acre of pure live seed of species native to the Texas coastal prairie; to install erosion control structures; and to mitigate and repair surface damages resulting from activities authorized hereunder in a manner satisfactory to GRANTOR or its designated representative.

4.05 GRANTEE shall not transfer, assign, or sublease the Property, or any of the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of GRANTOR, which consent may be granted or withheld in GRANTOR'S sole discretion.

4.06 GRANTOR, its/their successors and assigns, shall have the right to use the surface of the Easement herein granted insofar as such use does not, in the reasonable judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by GRANTEE, or its successors and assigns. GRANTOR hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on surface of the Easement and no change will be made in the grade, elevation or contour of the Easement, nor any tree planted thereon, without the prior written consent of GRANTEE, which consent will not be unreasonably denied, delayed or conditioned.

4.07 GRANTEE shall notify any contractor performing work or services related to this Easement of all general and special conditions applicable to such work or services, shall require all contractors to comply with the GRANTEE’s obligations under this Easement, and shall provide GRANTOR with a copy of such notice or contract. Further, GRANTEE shall be liable for any action of such contractor or its subcontractor which is inconsistent with the provisions of this Easement.

4.08 GRANTEE shall provide written notice to GRANTOR of planned installation, construction, maintenance or repairs contemplated hereunder at least 48 hours in advance of the initiation of such activity so that GRANTOR'S field inspectors may arrange to be present, if desired.

4.09 Upon completion of such installation, construction, maintenance or repair activities permitted under this Easement, GRANTEE shall notify GRANTOR in writing, by certified mail, that all such work has been completed. Within thirty (30) days after receipt of such notice, GRANTOR may inspect the Property and require such additional work as GRANTOR may determine, in its sole discretion, is necessary to conform it to the requirements set forth herein.

ARTICLE V. OPERATION AND MAINTENANCE

5.01 Subject to the terms and conditions set forth below, GRANTEE shall have the right to operate, maintain, inspect, replace, rebuild and repair the Facilities in accordance with the terms and conditions of this Easement.

5.02 GRANTEE shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground and water in and around the Property and shall comply with all applicable rules and regulations of the State of Texas, including, without limitation, the Texas Historical Commission and other authorities with jurisdiction over the Property for the protection and preservation of public lands and waters.

5.03 In the event of an incident that results or may result in pollution of the Property and/or the adjacent property of GRANTOR or others, GRANTEE shall use its best efforts to recapture any pollutants which have escaped or may escape as promptly as practicable and "in the most expeditious manner practicable. THE PROVISIONS OF THIS SECTION 5.03 SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

5.04 GRANTEE shall be fully liable and responsible for any and all damage to the Property, the Facilities, or any other property, of any nature, arising or resulting from its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to its exercise of the rights granted herein. GRANTEE agrees to repair or replace, as required, such damage to land or Facilities to the satisfaction of GRANTOR or, at GRANTOR'S option, to compensate GRANTOR for a reasonable amount for such damage.

ARTICLE VI. INDEMNITY

GRANTOR SHALL BE RESPONSIBLE FOR AND DOES HEREBY RELEASE RELIEVE, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE

STATE OF TEXAS AND GRANTEE, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, PENALTIES, CHARGES, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY BE IMPOSED UPON OR INCURRED BY GRANTEE BY REASON OF LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGES TO PROPERTY OCCURRING IN OR AROUND THE PROPERTY OCCASIONED IN WHOLE OR IN PART BY ANY NEGLIGENCE, ACTS, OR OMISSIONS OF GRANTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE EASEMENT, OR DUE TO THE PRESENCE OR RELEASE IN, ON, OR ABOUT THE PROPERTY, AT ANY TIME, OF ANY SUBSTANCE NOW OR HEREAFTER DEFINED, LISTED, OR OTHERWISE CLASSIFIED PURSUANT TO ANY LAW, ORDINANCE OR REGULATION AS A HAZARDOUS, TOXIC, POLLUTING OR CONTAMINATING SUBSTANCE. THE DEFENSE SHALL BE COORDINATED BY GRANTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTOR AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE VII. DEFAULT AND TERMINATION

7.01 In the event GRANTEE is in breach of any term or condition hereof, GRANTOR shall have the right, at its option and its sole discretion, to terminate this Easement and all rights inuring to GRANTEE herein by sending written notice of such termination to GRANTEE as provided in Article VIII below. This Easement shall terminate upon the expiration of thirty (30) days following such notice and all rights granted herein to GRANTEE shall revert to GRANTOR; provided, however, that should GRANTEE cure any default within the time period above, this Easement shall not terminate and shall continue in full force and effect. Any such termination shall not prejudice the rights of GRANTOR to seek recovery on any claim arising hereunder. GRANTOR shall also retain a right to terminate this Easement in the event GRANTOR determines, in its sole discretion, that such termination is in the best interest of the GRANTOR, the State of Texas, or any of its agencies, although in such instance GRANTEE shall have the right to invoke dispute resolution under Article IX below no later than thirty (30) days after GRANTEE receives notice of termination.

7.02 In addition to the foregoing, each of the following acts by GRANTEE shall constitute an event of default hereunder:

a. Abandonment or vacating of the Facilities or Property or any significant part thereof.

b. Bankruptcy, insolvency or other such act resulting in appointment of a receiver, liquidator, custodian, or other such fiduciary charged with liquidating or winding-up of GRANTEE'S affairs.

c. Refusal to timely perform or fulfill any covenant, duty, or obligation hereunder within thirty (30) days following written notice or demand from GRANTOR to do so. Such notice or demand shall be given by certified mail as provided in Section 9.02 below.

7.03 Except as otherwise provided in subsection 7.04, GRANTEE shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Easement, remove all personal property and the Facilities, and take all available measures necessary to restore the Property (and any other property affected by such removal activities) to the same condition that existed before GRANTEE entered thereon. Such removal and restoration activities shall be conducted in accordance with Texas Historical Commission guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. GRANTEE shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

7.04 The GRANTOR may waive the removal/restoration requirements in subsection 7.03 if, in the GRANTOR's sole opinion and discretion, such waiver is in the best interest of the State. No such waiver is effective unless such waiver is in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State.

ARTICLE VIII. NOTICE

GRANTOR shall be notified at a location designated for delivery by U.S. mail, described as Texas Historical Commission, Post Office Box 12276, Austin, Texas 78711-2276 or at such address as GRANTOR may from time to time designate in writing to the GRANTEE.

GRANTEE shall be notified at a location designated for delivery by U.S. mail, described as [INSERT ADDRESS], unless GRANTOR has received notice otherwise

ARTICLE IX. DISPUTE RESOLUTION

9.01 Any dispute arising out of or relating to this Easement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved pursuant to the following procedure.

a. Negotiation

Upon written notice of any Dispute, the parties shall attempt to resolve it

promptly by negotiation between respective representatives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation").

b. Non-binding Mediation

If the Dispute has not been resolved by Negotiation in accordance with subsection 9.01(a), then the parties shall proceed to non-binding mediation (the "Mediation") unless the parties mutually agree to a different timeframe. The parties shall agree on a mediator; however, any mutually agreed mediator must be an impartial third party pursuant to the requirements of Sec. 154.052, Title 7 of the Texas Civil Practice and Remedies Code. The non-binding mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the Mediation process beyond one day, until there is a settlement agreement, or one party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the Mediation within 30 days of the first Mediation session.

To the extent permissible under Texas law and subject to the requirements of Chapter 552 of the Texas Government Code, all communications, both written and oral, during the Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

c. Condition Precedent

Compliance with the dispute resolution process provided for above is a condition precedent to the GRANTEE seeking judicial intervention of any kind to resolve the Dispute.

d. Sovereign Immunity

Nothing in the foregoing shall be construed as a waiver of the State of Texas' or the GRANTOR's sovereign immunity. This Easement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Easement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. GRANTOR does not waive any privileges, rights, defenses, or

immunities available to GRANTOR by granting this Easement or by its conduct, or by the conduct of any representative of GRANTOR, prior to or subsequent to granting this Easement.

ARTICLE X. MISCELLANEOUS PROVISIONS

10.01 Texas Public Information Act. Information, documentation, and other material in connection with this Easement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the State pursuant to the Easement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

10.02 No Third Party Beneficiary. Anything to the contrary in this Easement notwithstanding, all rights, privileges and benefits conveyed by this Easement are for the exclusive use of the parties hereto, and there shall be no third-party beneficiary hereof.

10.03 Amendments. The parties may by mutual written agreement jointly amend this Easement, provided the amendment shall be consistent with the purpose of this Easement. Any such amendment shall not be effective unless it is executed in the same manner as this Easement, refers expressly to this Easement, and is filed by the Grantor in the deed records of Harris County, with official filed copy of amendment provided to Grantee by Grantor.

10.04 Governing Law and Venue. The Easement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Grantee.

10.05 Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Easement is held to be illegal by the final judgment of a court, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

10.06 Limitation of Damages. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

10.07 Within thirty (30) days following execution of the Easement, GRANTEE shall record the Easement in the real property records of Harris County and provide a certified copy of the recorded instrument to GRANTOR. Should GRANTEE fail to do so, GRANTOR may cause the Easement to be recorded, at GRANTEE'S expense, and to have the cost thereof reimbursed upon advising GRANTEE of such cost.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED AND EXECUTED this _____ day of _____, 20__.

_____
Texas Historical Commission

By: _____

Title: _____

_____
Southwestern Bell Telephone Company

By: _____

Title: _____

INDIVIDUAL ACKNOWLEDGMENT(S)

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person__ whose name__ is/are subscribed to the foregoing instrument and acknowledged to me that __he/they executed the same for purposes and considerations therein expressed and in the capacity so stated.

Given under my hand and seal of office this the _____ day of _____, 20___.

_____
Notary Public in and for the State of _____
My Commission Expires

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person__ whose name__ is/are subscribed to the foregoing instrument and acknowledged to me that __he/they executed the same for purposes and considerations therein expressed and in the capacity so stated.

Given under my hand and seal of office this the _____ day of _____, 20___

_____
Notary Public in and for the State of _____
My Commission Expires

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person__ whose name__ is/are subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that __he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, 20___.

_____
Notary Public in and for the State of _____
My Commission Expires

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person__ whose name__ is/are subscribed to the foregoing instrument as partner of _____, the partnership described herein, and acknowledged to me that __he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the _____ day of _____, 20___.

_____
Notary Public in and for the State of _____
My Commission Expires

TAB 4

Item 4
Texas Historical Commission
September 22, 2020

Ratification of action approved by the Executive Committee on August 17, 2020

Background

Pursuant to the Governor's March 13, 2020 state of disaster declaration due to the Coronavirus (COVID-19) and March 16, 2020 suspension of certain provisions of the Texas Open Meetings Act, several action items that would typically be acted upon by the full commission were instead acted upon by the Executive Committee in a meeting that took place on August 17, 2020. These items are now presented to the Commission for ratification as provided in Texas Administrative Code Title 13, Part 2, Chapter 11, Subchapter A, Section 11.5.

Suggested Motion

Move to ratify the Executive Committees decision to approve the following items:

A. Contract amendment - #808-19-00360 with Phoenix 1 Restoration & Construction, Ltd. to increase contract, if and as necessary, by up to $75,000 and extend contract through November 30, 2020 for construction services (French Legation SHS)

B. Contract amendment - #808-18-0652 with Huston Gallagher, Inc., to extend contract through November 30, 2020 for architectural and engineering services (French Legation SHS)

TAB 6

Item 6
Texas Historical Commission
Joint Commission / AAB Meeting
September 22, 2020

Discussion and possible action regarding the Historic Buildings and Structures Permit #1033 for The Alamo Plan—Phase 1, including restoration and possible relocation of the Cenotaph, Alamo Plaza, San Antonio, Bexar County

Background

The Alamo Cenotaph was commissioned by the State of Texas to commemorate the Texas centennial. Designed by Adams & Adams with sculptural figures carved by Pompeo Coppini, the Cenotaph was dedicated in 1940 "in memory of the heroes who sacrificed their lives at the Alamo, March 6, 1836, in the defense of Texas. They chose never to surrender nor retreat; these brave hearts with flag still proudly waving, perished in the flames of immortality that their high sacrifice might lead to the founding of this Texas."

The monument is prominently located in Alamo Plaza to the northwest of the Alamo church. The 2017 Alamo Master Plan proposed dismantling of the Cenotaph for conservation and re-erection outside of the historic footprint of the mission courtyard. The current permit request includes the first phase of the Alamo Plaza redesign, including relocation of the Cenotaph south of the courtyard footprint to an area near the 1976 Alamo Plaza Bandstand, which has been removed; paving and landscaping improvements; and underground utility construction. Most of the project area is within City of San Antonio property that is outside of the designated State Antiquities Landmark (SAL) boundaries for the Alamo. The current location of the Cenotaph, as well as grading and tree planting along E. Crockett Street on Texas General Land Office property, are within the Alamo SAL. Relocation as proposed would place the Cenotaph outside of the SAL boundaries.

In 2014, the City commissioned structural engineering firm Jaster Quintanilla San Antonio, LLP and stone conservator Ivan Myjer to assess the condition of the Cenotaph. Based on visual inspection and review of original construction documents, the report identified multiple issues, including movement in the marble cladding, particularly at the top of the tower; use of an overly hard mortar with initial construction and later replacement of the joints with sealants, which have begun to fail; likely degradation of aluminum anchors used to secure the marble cladding to the concrete and brick backup; and potential corrosion of reinforcing steel in the concrete structure. The report recommended investigation to determine if moisture is trapped within the monument, removing and replacing displaced stone, and repointing of the mortar joints to prevent further water infiltration. Options for the amount of stone removal were included, but the report concluded that "removal and replacement of all of the marble units should not be necessary unless the concrete frame is exhibiting a level of deterioration that undermines its structural stability."

The design team for The Alamo Plan—Phase 1, including architecture firm HKS, Inc. and engineering firm CVM, likewise concludes that deterioration of the aluminum anchors and concrete superstructure is likely. As with the previous report, this is based on nondestructive evaluation, including ongoing comparative modeling of the design and current conditions. Relocation of the Cenotaph would enable its comprehensive restoration, including addressing underlying deficiencies. The new concrete superstructure is to be based on the original dimensions but designed for enhanced durability to resist carbonation-induced corrosion. Aluminum crimps are to be fully replaced with stainless steel or other non-corroding anchors. Mortar is indicated to be softer and more compatible with the marble cladding.

To maintain the relationship between the Cenotaph and the Alamo, the monument is to be rotated 180 degrees such that the Spirit of Sacrifice continues to face the Alamo.

Additionally, the project proposes to address inaccuracies and omitted names in the list of Alamo defenders inscribed on the Cenotaph. Rather than modifying the original inscriptions, the names are to be carved into blank marble surfaces below the band of names at the base of the Cenotaph, with interpretive panels nearby to provide additional historical context. Final design decisions for the names and interpretive panels are to be determined.

During the January 28, 2020 Commission meeting, the HKS design team was charged with providing the following information for the March 24, 2020 Commission meeting (which was subsequently cancelled), including:

- A proposed alternative location of the Cenotaph and associated work;
- The process of dismantling and restoration of the Cenotaph; and
- The length of time the relocation and restoration will take.

The design team has submitted an alternate Cenotaph location for the Commission's consideration (Drawing A, two versions attached) within the boundary of The Alamo Plan – Phase 1. Sealed construction documents for the restoration and reinstallation of the Cenotaph and the related streetscape have been provided for THC review (Appendix A on flash drives provided to Commission and AAB members). An abridged set of these documents is attached as Revision 2 to the Historic Buildings and Structures Permit #1033 application, along with a construction schedule for the Phase 1 scope (Appendix C). A Materials Palette has been added to supplement information on lighting, paving, plantings, bollards, and other street furniture.

Staff Recommendation

Division of Architecture (DOA) staff has reviewed Revision 2 to the Historic Buildings and Structures Permit #1033 application and found the documentation to be sufficiently complete, including the process of dismantling and restoring the Cenotaph within a reasonable construction timeframe.

Possible Motions

Issuance of relocation permit, with SAL nomination of the Cenotaph:
Move to authorize the Executive Director to issue Historic Buildings and Structures Antiquities Permit #1033 for The Alamo Plan—Phase 1, including Cenotaph relocation and restoration, as modified in Revision 2 to the permit application as proposed by the City of San Antonio and require the City of San Antonio to nominate the Cenotaph as a State Antiquities Landmark at its relocation site prior to staff acceptance of the permit completion report.

Denial of relocation permit:
Move to deny the Historic Buildings and Structures Antiquities Permit #1033 for restoration and relocation of the Cenotaph as proposed by the City of San Antonio under The Alamo Plan – Phase 1.

Issuance of restoration permit at the Cenotaph's current site:
Move to authorize the Executive Director to issue Historic Buildings and Structures Antiquities Permit #1033 for the restoration of the Alamo Cenotaph, to include any necessary disassembly, materials conservation and treatment, reassembly, and the addition of previously omitted names to the monument base, consistent with the plans and specifications submitted to the Commission staff. A complete set of sealed construction documents must be approved by Commission staff prior to beginning the restoration process.

Reassembly at the current location of the Cenotaph is included in this permit. Should the City choose to propose an alternate location for reassembly, on application by the City of amendment to this permit, the Commission may consider such alternate location. Such a proposal must include the City's agreement to continue to recognize the Commission's permitting authority over the Cenotaph and its immediate surroundings at the new location under the State Antiquities Code. This recognition may be achieved through expansion of the current State Antiquities Landmark boundary to encompass the Cenotaph and its immediate surroundings at its new location, or by a separate State Antiquities Landmark designation.

September 7, 2020

The Texas Historical Commission
1511 Colorado Street
Austin, TX 78701

Dear Commissioners:

In an effort to improve communications and increase transparency, as Chairman of the Board of the Alamo Trust, Inc. (ATI), I want to share my views on the City of San Antonio's proposal for the Texas Historical Commission (THC) to permit the repair and relocation of the Alamo cenotaph.

After reviewing this memorandum, I would be grateful if you would share with me any questions you have. If I am unable to answer them myself, I will get you answers.

I believe ATI, the City of San Antonio, the General Land Office (GLO) and the THC all share an ambition that involves helping Alamo visitors understand the significant history of the Alamo and Alamo Plaza. We want to help people know the larger scale of the historic place, its vast importance to the history of Texas, United States and the world as well as how lengthy a period of time it has shaped our past. I hope we can move beyond some of the political and process arguments made against the Alamo Plan to evaluate its validity for improving what is probably the most important historic site in Texas.

While there are many different ideas about the Alamo Plan, I am concerned that if the city's permit is not granted, there is a high likelihood that the Alamo Plan would fail – in which event there may not be another opportunity to reclaim the historic Alamo Plaza and build a world-class visitor center and museum for a long time. Too much time and expense has been invested over the past five years by a broad cross-section of stakeholders to have it crumble.

I want to make sure that you are aware that the Alamo Plan:

- Will reveal the Alamo as a historic site, telling its complete and accurate history.
- Would, as much as possible, would return the mission/battlefield footprint to its most important historical "period of significance", which is 1836. (Note: "As much as possible" does not include removing the roof or parapet of the Alamo Church, the Gibbs Hotel or Hipolito Garcia Federal Courthouse).
- Is the result of hundreds of meetings with thousands of Texans and the plan was unanimously endorsed by the Alamo Management Committee and the Alamo Citizens Advisory Committee.

- Is strongly supported by Texans, who when informed that the plan involves moving the cenotaph, support the plan by a 50-point margin of 68 to 18 percent, according to a scientific sample conducted by one of Texas' premier pollsters, Mike Baselice.
- With your approval, the cenotaph permit will put into motion a well-organized series of decisions and phases for completion of the Alamo Plan, several of which will involve future THC permits.
- When implemented, the Alamo Plan will help revive both the San Antonio and Texas economy by adding $1 billion in new economic activity over 5 years with thousands of good-paying jobs as we strive to recover from the COVID recession.

Of course, the Alamo Plan is already under way in an effort to preserve, conserve and repair the Alamo Church and Long Barrack. The masonry walls of the Church and the Long Barrack will need significant structural repairs and extensive conservation work.

The structural issues relate to the original construction, interventions and treatments. Conservation issues include the deteriorating stones and mortars. The reinforced concrete roof also has significant issues that need to be addressed, perhaps requiring replacement.

Beside repairing the Church and Long Barrack, probably the most important impact of the Alamo Plan is how visitors will respond when it is implemented. Having hosted hundreds of Alamo visitors, I am disappointed when people ask me, "Is that all?" I want Texans who visit the future site to feel the emotional connection I share with the Alamo – and clearly all agree that the current experience is a disappointment to visitors from around the world who come to learn more about the famous battle in 1836.

When the repairs to the Church and Long Barrack are completed, the battlefield/mission footprint is returned as much as possible to its most important historical period of significance – made possible by the repair and relocation of the cenotaph – and the visitors center and museum is built, visitors will come away from the Alamo understanding its historic importance in ways they do not today. This would be a great and lasting accomplishment for the Alamo and for Texas.

PUBLIC INVOLVEMENT

In 2014, the City of San Antonio formed the Alamo Plaza Advisory Committee to create a vision and guiding principles for development of the Alamo Plaza and surrounding area – which was adopted by the City Council that December.

In 2015, the GLO and the Alamo Endowment (ATI's predecessor) joined forces with the city to move the plan forward by establishing the Alamo Management Committee, which consists of two members from each of the three entities. The Alamo Citizens Advisory Committee, formed by the city, was expanded to include appointees by the Mayor, City Council and General Land Office, including representatives of the state

(including the THC) and technical advisory members representing local industry, tourism organizations and historical groups. The advisory committee was charged with creating a framework for the Alamo Master Plan and provide feedback on its implementation.

The Alamo Management Committee conducted over 200 stakeholder meetings that included local and state elected officials and executives, held 12 public meetings and participated in numerous regulatory reviews that were open to the public. The Alamo Roadshow visited 13 Texas cities. Over the past few months, the plan has been presented to 8 meetings of the Daughters of the Republic of Texas.

The Alamo Plan was adopted unanimously by the Alamo Management Committee and the Citizen's Advisory Committee. Its elements include:

- Restoration of the Church and Long Barrack.
- Delineation of the historic footprint.
- Recapture of the Historic Mission Plaza and creation of a sense of reverence and respect on the historic mission footprint/battlefield.
- Creation of a world-class visitor center and museum that tells the story of the Battle of the Alamo and over 300 years of layered history.
- Creation of a sense of arrival to the site and enhance connectivity between the site and other public spaces.

It also provides:

- A state-of-the-art Education and Collections building to preserve the Alamo collection of artifacts and historic records.
- A significant boost to the Texas and San Antonio tourism economy.
- The education of future generations on Texas history.

These proposals are the result of significant and widespread involvement of Texans representing the great diversity of our state. Because of this public involvement, it is no surprise that Texans support it. A March 2020 poll by renowned Texas Republican pollster Mike Baselice shows 74 percent of Texans support the Alamo Master Plan to restore The Alamo, the historic Alamo Plaza and build a new visitor center and museum funded by private donations. When told the Alamo Plan would also repair *and move* the Cenotaph, Texans overwhelming support the plan by a margin of 50 percentage points, 68 to 18 percent.

THE CENOTAPH

The cenotaph was dedicated in 1940 as a memorial to the Defenders who died on March 6, 1836. It contains no Defender remains, nor is it near where the Defenders' bodies were burned.

Like the Alamo Church and the Long Barrack, the cenotaph is falling apart. Visual engineering and conservation assessments reveal that the structure is badly in need of

rehabilitation. The top-most stones are displaced and, likely due to failing aluminum hangers, there are open joints between aluminum hangers no longer supporting the deteriorating marble panels. There is evidence of water infiltration through the open joints between the panels, which accelerates deterioration over time.

These conditions require the cenotaph to be disassembled and the marble be cleaned. They also require an entirely new structural frame of concrete resistant to deterioration and new stainless-steel anchors to replace the failing aluminum ones.

Removal of the existing foundation to repair it in place would cause a lengthy disruption to the plaza and could cause vibrations that would impact and damage the Long Barrack – ruling out the option of repairing it in place.

The City of San Antonio permit would allow for the repair and relocation of the cenotaph a few hundred feet south to a new place of prominence. If this permit is not issued, there is no approved city plan for repairing the cenotaph. The location was changed slightly based on feedback from the January THC meeting.

The plan is designed to assure the safety of the cenotaph during the dis- and re-assembly process. Our construction partners have vast experience in restoring historic structures, including the Washington Monument in Baltimore, the Liberty Bell and other San Antonio missions, and will take the utmost care in restoring it.

In addition, the relocation would make possible the restoration of the plaza to more appropriately reflect its most important historical "period of significance." Restoring the plaza creates an open museum for Alamo visitors to gain a better understanding of the conditions Defenders experienced during the siege.

RECLAIMING THE HISTORIC ALAMO PLAZA

Reclaiming the historic Alamo plaza would allow the creation of an outdoor museum that could include historic features like the Losoya and Treviño Houses, the Low Barrack, the main gate, a second story on the Long Barrack, the Palisade and an open area for historical interpretation.

Alamo, Crockett and Houston streets would be closed, helping unify and interpret the footprint. The plan would also remove fill that has built up on the plaza and in the church, restoring the historic condition, which is important to preserve the Church and Long Barrack.

Reclaiming the plaza would more than double the size of the historic site, permitting us to expand on telling the story of 1836 siege while also revealing the story of Spanish Catholic missionaries and their Native American converts, as well as the later history of the Alamo.

BOOSTING AN ECONOMIC REVIVAL
The Texas economy is in a recession as a result of the coronavirus pandemic. Tourism is a major driver of the state and local economy. As in the Great Recession, the recovery for hotels, restaurants and other hospitably industries will take years. Year-over-year travel spending in Texas had sunk 86 percent, or $1.3 billion a week, by late April, according to the U.S. Travel Association.

The Alamo will play an important role in reviving the San Antonio and Texas economy. Economic studies suggest the Alamo Plan will increase economic activity by more than $1 billion over five years and add thousands of permanent new jobs at an average annual wage of over $54,000 each, helping accelerate the economic recovery in Texas and San Antonio, both in the short-term construction of the visitor center and museum and in the long-term by boosting the tourism and hospitality economies.

A WORLD-CLASS VISITOR CENTER AND MUSEUM
Finally, the Alamo Plan would construct a world-class visitor center and museum to help the Alamo tell its story, display the Alamo collection – including the Phil Collins Texana Collection - and help visitors understand size, importance and breadth of the Alamo's history.

There are a number of questions than remain to be answered before we have a final plan for the visitor center and museum. Some are related to real estate acquisition, which will also involve issues related to fundraising and budget. Assuming the THC approves the permit for repair and relocation of the cenotaph, the ATI board anticipates resolution of those issues with some haste that will facilitate design, private funding and a return to the THC for discussion of how the project moves forward.

In closing, I appeal to you to help advance the Alamo Plan by approving the City of San Antonio permit for repair and relocation of the cenotaph. In doing so, the THC will be "turning the key" to unlock the tremendous potential of the historic Alamo site that visitors will finally be able to come away from with an understanding and appreciation for the importance of the Alamo to our State's great history.

Sincerely,

Welcome Wilson, Jr., Chairman
Alamo Trust, Inc.

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

1. Property Name and Location

NAME OF STATE ANTIQUITIES LANDMARK			
The Alamo			
ADDRESS	CITY	COUNTY	ZIP CODE
300 Alamo Plaza	San Antonio	Bexar	78205

2. Project Name

NAME OR BRIEF DESCRIPTION OF PROJECT WORK
The Alamo Plan - Phase 1, Cenotaph Restoration and adjacent Alamo Plaza & street improvements

3. Applicant (Owner or Controlling Agency)

OWNER/AGENCY	REPRESENTATIVE	TITLE	
City of San Antonio	Rhea Roberts	Special Projects Manager	
ADDRESS	CITY	STATE	ZIP CODE
PO Box 839966	San Antonio	TX	78283
PHONE	EMAIL		
830.796.5499	rhea.roberts@sanantonio.gov		

4. Architect or Other Project Professional

NAME/FIRM	REPRESENTATIVE	TITLE	
HKS, Inc.	Morgan Newman	Project Architect	
ADDRESS	CITY	STATE	ZIP CODE
350 North St. Paul Suite 100	Dallas	TX	75201
PHONE	EMAIL		
817.403.2411	mnewman@hksinc.com		

5. Construction Period

PROJECT START DATE	PROJECT END DATE
02/24/20	11/20/20

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- ☐ Preservation
- ☐ Reconstruction
- ☒ Relocation
- ☐ Rehabilitation
- ☐ Architectural Investigation
- ☐ Demolition
- ☐ Restoration
- ☐ Hazard Abatement
- ☐ New Construction

ATTACHMENTS

For all projects, please attach the following:

- ☒ Written description of the proposed project;
- ☒ Project documents (plans, specifications, etc.); and
- ☒ Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- ☒ Historic Structure Report
- ☒ Architectural Documentation
- ☐ Historical Documentation
- ☐ Archeological Documentation

PROPERTY NAME: The Alamo	COUNTY: Bexar

CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, Rhea Roberts, as legal representative of the Applicant, City of San Antonio, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature _____ Date 12.13.19

Project Professional's Certification

I, Morgan Newman, as legal representative of the Firm, HKS, Inc., do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

Signature _____ Date 12/13/19

SUBMISSION

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hspermit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

HKS

PERMIT NARRATIVE, REVISION 2, DATED 09/02/2020

September 2, 2020

Mark Wolfe
Texas Historical Commission
PO Box 12276
Austin, TX, 78711

Re: The Alamo Plan – Phase 1
HKS Project No. 23434.100

Dear Mark:

Attached, per your request, is the updated information related to The Alamo Plan – Phase 1, Cenotaph restoration and relocation and adjacent plaza/street improvements application that the City submitted in December of 2019. It is the City's understanding that the THC will be taking action on this application at its scheduled September 22nd meeting.

Long delays in consideration of the permit application have jeopardized the City's overall ability to implement the plan that emerged from a rigorous review and approval process by a multitude of community and governmental stakeholders. In order to avoid further costly delay, the City respectfully requests that you approve this permit application at the September 22nd meeting.

Please see below for the revised narrative accompanying The Alamo Plan – Phase 1 Historic Buildings and Structures THC Permit Application. The information we are providing is consistent with what was submitted to the THC for consideration at the March 2020 meeting. Design has been refined but has not changed.

Property Name and Location:
The Alamo, 300 Alamo Plaza, San Antonio, TX 78205

Project Name:
The Alamo Plan – Phase 1, Cenotaph restoration and relocation and adjacent plaza/street improvements

Scope of Work:
The Alamo Plan – Phase 1 includes the Cenotaph restoration and adjacent plaza & street improvements in the City of San Antonio's Right of Way. There will be grading & trees on the sidewalks north of East Crockett St. and Bonham outside of the City's R.O.W. included in the limits of construction for Phase 1 but not included for this permit application. Another permit has been submitted & approved as SAL 1044 permit for the General Land Office (GLO) owned portion of Phase 1.

Per the deferred consideration at the January 28, 2020 Commission meeting, the revised narrative includes the items listed below. **

1) Responses to the three statements below given by the Chairman at the meeting
   a. The process of dismantling and restoration (Reference Appendix A)
   b. The proposed location of the Cenotaph and *associated work* (Reference Drawing A & Appendix A)
   c. The length of time the relocation and restoration will take (Reference Appendix C)

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2) Treatments for the existing foundation/ground at the current Cenotaph location (Reference sheet L110 within Appendix A)
3) Updated tree locations along the North side of Menger Hotel (Reference sheet L100 within Appendix A)
4) Construction drawings for the overall Landscape/plaza materials scope for Phase 1 (Reference Appendix A)

Reasons for Items listed above:

1) **a.** The Cenotaph needs repair. It is best done by disassembly and a new frame. Reference Appendix A for the process of dismantling and restoration provided. Appendix A contains the Construction Documents for the Cenotaph dismantling & restoration. Drawings and Specifications include the detailed measures for these processes.

   b. Pursuant with prior approvals by San Antonio City Council, the Alamo Citizens Advisory Committee (ACAC), the San Antonio Planning Commission, and the Historic and Design Review Commission (HDRC), the Cenotaph relocation recaptures the historic battlefield footprint as an interpretative element as proposed by the Alamo Interpretative Masterplan in 2018. The proposed location has a clean line of sight from the Cenotaph to the Church, an improved relationship to the existing site. In addition, the relocation supports a proper restoration and preservation and allows for a new superstructure to be built to support the monument for generations to come.

   Restoring the Cenotaph in its current location is a large intrusion on the current site. For the monument to be repaired & restored fully in its current location, the existing superstructure and foundation would need to be demolished after the stone is disassembled. This demolishing of the entire foundation includes excavating down to the bottom of the foundation (~25 feet below grade) and recompacting soils so that a new foundation and superstructure can be erected. Final grade of the monument in the same location would be approximately 3 feet below the current foundation. The process described above extends the time of restoration and increases the risk of the restoration for the reasons listed below.

      i. Longer restoration period becomes more risk to the historic fabric (marble) of the monument.
      ii. With an increased duration of repair & cleaning, the marble would be shipped off site for restoration, increasing the risk of damage to the stone.
      iii. A longer period of time increases the costs of restoration and repair.

   c. Reference Appendix C for the proposed length of time the relocation and restoration from the contractor. The number of days have been provided for the relocation and restoration. Due to security concerns, precautions relative to the safety of the contractors and to the monument itself, the design team is not

HKS

making specific dates public information. Note that if the proposed location of the Cenotaph is changed, then the preliminary schedule proposed in Appendix C would need to be altered to reflect the updated location. The preliminary schedule does not include any additional reviews with HDRC, assuming that if the location is changed substantially, another HDRC approval will be needed.

2) With the proposed relocation of the Cenotaph, the existing structure will be removed to just below grade of the existing planter bed (raised two feet above street grade) and replaced with irregular stone paving to match adjacent conditions. Reference sheet L110 within Appendix A for note at existing Cenotaph location.

3) Tree locations along the North side of the Menger Hotel have been updated pursuant to discussions with the City of San Antonio Fire Department for easier access to roof lines and the corner of the hotel. Reference sheet L110 within Appendix A for updated tree locations.

4) Reference Appendix A for the Construction drawings for proposed Landscape/plaza materials for Phase 1.

**Appendix B no longer exists. 50%DD drawings included as Appendix B in the March 3rd permit package for Landscape finishes have now been issued as Construction Documents and are included in Appendix A.

Sincerely,

Morgan Newman
AIA, RID, LEED AP, BD + C
Vice President

Enclosures
Drawing A
Appendix A
Appendix C

HKS, Inc.
350 N Saint Paul St #100
Dallas, TX 75201

HKS

March 3, 2020

Mark Wolfe
Texas Historical Commission
PO Box 12276
Austin, TX, 78711

Re: The Alamo Plan – Phase 1
HKS Project No. 23434.100

Dear Mark:

Please see below for the revised narrative accompanying The Alamo Plan – Phase 1 Historic Buildings and Structures THC Permit Application.

Property Name and Location:
The Alamo, 300 Alamo Plaza, San Antonio, TX 78205

Project Name:
The Alamo Plan – Phase 1, Cenotaph restoration and relocation and adjacent plaza/street improvements

Scope of Work:
The Alamo Plan – Phase 1 includes the Cenotaph restoration and adjacent plaza & street improvements in the City of San Antonio's Right of Way. There will be grading & trees on the sidewalks north of East Crockett St. and Bonham outside of the City's R.O.W. included in the limits of construction for Phase 1 but not included for this permit application. Another permit is being submitted simultaneously with this revised permit for the General Land Office (GLO) owned portion of Phase 1.

Per the deferred consideration at the January 28, 2020 Commission meeting, the revised narrative includes the items listed below.

1) Responses to the three statements below given by the Chairman at the meeting (additional materials will be submitted at a later date in response to further communications with the Chairman)
    a. The process of dismantling and restoration (Reference Appendix A)
    b. The proposed location of the Cenotaph and *associated work* (Reference Drawing A & Appendices A&B)
    c. The length of time the relocation and restoration will take (Reference Appendix C)
2) Treatments for the existing foundation/ground at the current Cenotaph location (Reference Drawing A)
3) Updated tree locations along the North side of Menger Hotel (Reference Drawing A)
4) Progress drawings for the overall Landscape/plaza materials scope for Phase 1 (Reference Appendix B)

Reasons for Items listed above:

1) **a.** The Cenotaph needs repair. It is best done by disassembly and a new frame. Reference Appendix A for the process of dismantling and restoration provided. Appendix A contains the Construction Documents for the Cenotaph dismantling &

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Dallas, TX 75201

restoration. Drawings and Specifications include the detailed measures for these processes.

b. Pursuant with prior approvals by San Antonio City Council, the Alamo Citizens Advisory Committee (ACAC), the San Antonio Planning Commission, and the Historic and Design Review Commission (HDRC), the Cenotaph relocation recaptures the historic battlefield footprint as an interpretative element as proposed by the Alamo Interpretative Masterplan in 2018. The proposed location has a clean line of sight from the Cenotaph to the Church, an improved relationship to the existing site. In addition, the relocation supports a proper restoration and preservation and allows for a new superstructure to be built to support the monument for generations to come.

Restoring the Cenotaph in its current location is a large intrusion on the current site. For the monument to be repaired & restored fully in its current location, the existing superstructure and foundation would need to be demolished after the stone is disassembled. This demolishing of the entire foundation includes excavating down to the bottom of the foundation (~25 feet below grade) and recompacting soils so that a new foundation and superstructure can be erected. Final grade of the monument in the same location would be approximately 3 feet below the current foundation. The process described above extends the time of restoration and increases the risk of the restoration for the reasons listed below.

i. Longer restoration period becomes more risk to the historic fabric (marble) of the monument.
ii. With an increased duration of repair & cleaning, the marble would be shipped off site for restoration, increasing the risk of damage to the stone.
iii. A longer period of time increases the costs of restoration and repair.

c. Reference Appendix C for the proposed length of time the relocation and restoration from the contractor. The number of days have been provided for the relocation and restoration. Due to security concerns, precautions relative to the safety of the contractors and to the monument itself, the design team is not making specific dates public information. Note that if the proposed location of the Cenotaph is changed, then the preliminary schedule proposed in Appendix C would need to be altered to reflect the updated location. The preliminary schedule does not include any additional reviews with HDRC, assuming that if the location is changed substantially, another HDRC approval will be needed.

2) With the proposed relocation of the Cenotaph, the existing structure will be removed to just below grade of the existing planter bed (raised two feet above street grade) and replaced with irregular stone paving to match adjacent conditions. Reference Drawing A for note at existing Cenotaph location.

HKS

3) Tree locations along the North side of the Menger Hotel have been updated pursuant to discussions with the City of San Antonio Fire Department for easier access to roof lines and the corner of the hotel. Reference Drawing A for updated tree locations.

4) Reference Appendix B for the 50% Design Development drawings for proposed Landscape/plaza materials for Phase 1. Construction Documents for Landscape/plaza materials to be issued in June 2020.

Sincerely,

Morgan Newman
AIA, RID, LEED AP, BD + C
Vice President

Enclosures
Drawing A
Appendix A
Appendix B
Appendix C

HKS, Inc.
350 N Saint Paul St #100
Dallas, TX 75201

ORIGINAL PERMIT NARRATIVE, DATED 12/13/19

HKS

December 13, 2019

Mark Wolfe
Texas Historical Commission
PO Box 12276
Austin, TX, 78711

Re: The Alamo Plan – Phase 1
HKS Project No. 23434.100

Dear Mark:

Please see below for the narrative accompanying The Alamo Plan – Phase 1 Historic Buildings and Structures THC Permit Application.

Property Name and Location:
The Alamo, 300 Alamo Plaza, San Antonio, TX 78205

Project Name:
The Alamo Plan – Phase 1, Cenotaph restoration and relocation and adjacent plaza/street improvements

Scope of Work:
The Alamo Plan – Phase 1 includes the Cenotaph restoration and adjacent plaza & street improvements in the City of San Antonio's Right of Way. There will be grading & trees on the sidewalks north of East Crockett St. and Bonham outside of the City's R.O.W. included in the limits of construction for Phase 1 but not included for this permit application.

Pursuant with prior approvals by San Antonio City Council, the Alamo Citizens Advisory Committee (ACAC), the San Antonio Planning Commission, and the Historic and Design Review Commission (HDRC), we propose dismantling, conserving & restoring the Cenotaph in a new location within Alamo Plaza on a new foundation and new superstructure. See Appendix A for a more detailed description of the proposed process & attached images from prior presentations to THC and HDRC. See included foundation drawings with new proposed foundation for the Cenotaph. Please note that based on potholing and other discoveries during construction, there could be minor shifts in the final monument location and/or other landscape elements.

In addition to the new Cenotaph location, we propose the adjacent streets and plaza to be improved with underground utilities, an accessible grade, lighted pathways at night and added trees for shade during the day. Improvements to the streets and plaza include the relocation by the City of San Antonio of the Alamo Plaza Bandstand (constructed in 1976) and the Lady Bird Johnson Fountain (dedicated in 1974). See included Landscape drawings for scope, tree drawings and details.

We also propose an interpretive scope which can be divided into two separate categories – Cenotaph Additional Names and Interpretive Graphic Panels. See Appendix B for supporting images and diagrams.

Reason for the Cenotaph restoration:
The Cenotaph has acquired some noticeable damage and deterioration, briefly summarized as follows:

- *Planar displacement of the topmost dimensioned marble*:

  - At the top of the Cenotaph, open/cracked mortar joints allow water to penetrate the uppermost stones, negatively affecting the suspected aluminum anchors tying the stone to the concrete superstructure within. Aluminum corrodes rapidly in a wet, high pH environment and these anchors are essential to maintaining the integrity of the Cenotaph, long-term. It is recommended that all aluminum anchors be replaced with non-corroding anchors (e.g., Grade 304 stainless steel), and to accomplish this in the least destructive manner (to the marble), the Cenotaph will need to be carefully dismantled. Performing this work from the exterior without de-cladding would require cutting through undamaged marble, which is highly undesirable.
  - Open/cracked joints also allow more water to reach the concrete superstructure and sustain or accelerate carbonation-induced corrosion of the concrete reinforcement. The original 1930s concrete superstructure was unlikely to have been designed with enhanced durability, by considering either corrosion-resistant reinforcement or better quality concrete. At that time, concrete was perceived only as an economical, structural material and deterioration mechanisms like carbonation - induced corrosion were not understood. To reset the service life of the Cenotaph, a new, durable concrete superstructure is recommended to provide 100+ years of maintenance-free service as backup to the marble cladding.
- *Fine chips and cracks in the marble cladding along marble joint lines*: *The Structural Assessment & Stone Conservation Report* performed by JQ for the City of San Antonio Transportation and Capital Improvements (Appendix C) ascribes much of this damage to previous repair cycles, where mortar replacement work was performed with mortar that was too hard for the marble. Careful removal of this mortar is recommended, and replacement in full with natural hydraulic lime mortar, or a similarly soft mortar.
- *Cracks in marble arising from stone movement or constraint*: Interlocked sculptural and dimensioned stone elements might not have been designed to allow small adjustments, and cracks have formed to relive the stresses. Careful dismantling of the marble cladding will allow these constraints to be fully understood and relieved with restored backup conditions or visually transparent movement joints. The intent is to mitigate or eliminate ongoing damage to the marble cladding from these structural constraints.
- *Other miscellaneous damage or concerns with previous marble conservation work* is fully summarized in *The Structural Assessment & Stone Conservation Report* performed by JQ for the City of San Antonio Transportation and Capital Improvements (Appendix C). It is the design team's opinion that conservation of the Cenotaph is best handled as a comprehensive project, addressing marble and structural concerns together, and preserving the Cenotaph for generations to come.

HKS

Reason for the adjacent plaza & street improvements:
Currently the majority of Alamo Plaza is not accessible and has multiple grade changes making traversing the site difficult for those not able-bodied. The plaza & street improvements include barrier free design and added trees for shade during the day with added lighting for security and safety at night.

Reason for the Cenotaph Monument Name evaluation:
Cenotaph Additional Names

- There are approximately 35 inaccuracies on the list of defenders on the Cenotaph – including 10 defenders' names that are not included.
- As presented to the recent ACAC and HDRC meetings, we are NOT proposing modifying names on the Cenotaph.
- As presented at the recent ACAC and HDRC meetings, we are NOT proposing including additional names on a small plaque separate from the Cenotaph.
- Per the attached Appendix B, the design team is currently pursuing multiple design options utilizing the marble slabs below the existing sculptures and engravings. Exact details such as layout, font choice, etc. are yet to be finalized.
- Information regarding research for the existing/original names as well as additional names/spelling is being considered for a supplemental graphic panel to be located nearby.

Interpretive Graphic Panels

- The design team has identified top line messages to be shared including stories of Defenders and greater explanation of the Cenotaph as memorial art.
- Per the attached Appendix B, the design team has worked together with Alamo Trust, Inc. (ATI) to outline the potential content to be told via interpretative panels.
- The intent of panel design and locations will work together with the landscaping and site design intent.
- Exact design of the panels, narrative copy, and site are yet to be finalized.

Sincerely,

Morgan Newman
AIA, RID, LEED AP, BD + C
Associate

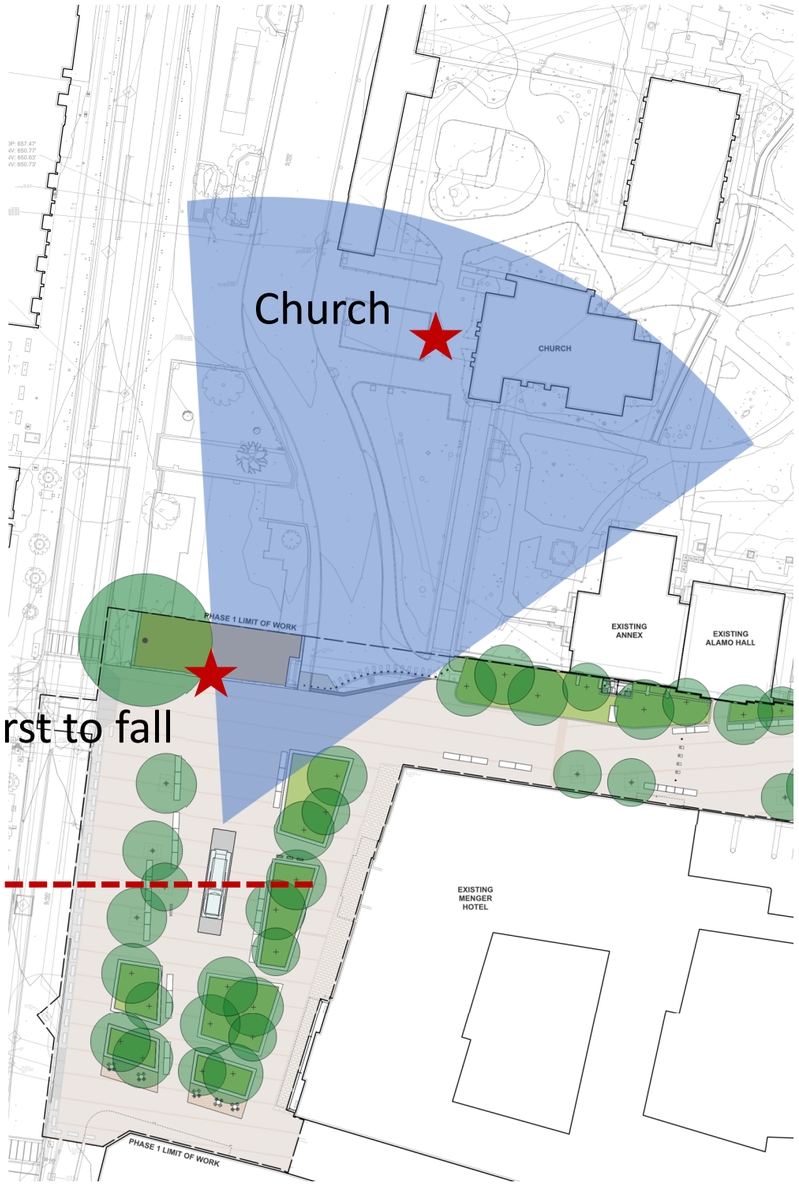
Enclosures
Appendix A
Appendix B
Appendix C
Landscape drawings (L000, L100, L200)
Foundation drawings (F100, F200)

HKS, Inc.
350 N Saint Paul St #100
Dallas, TX 75201

DRAWING A

FROM 09/02/2020 PERMIT PACKAGE

January 2020



March 2020

CHURCH
EXISTING ANNEX
EXISTING ALAMO HALL
PHASE 1 LIMIT OF WORK
EXISTING MENGER HOTEL
PHASE 1 LIMIT OF WORK

March 2020

APPENDIX A

FROM 12/13/2019 PERMIT PACKAGE

cvm

ALAMO TRUST, INC.
THE ALAMO PLAN – PHASE I

CENOTAPH RESTORATION NARRATIVE
Issued: 13 December 2019

CVM Project Number E19.048A

Prepared for:
HKS Architects

Prepared by:
CVM

1002 west 9th Avenue
King of Prussia, PA 19406

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cvmprofessional.com

cvm

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CENOTAPH RESTORATION NARRATIVE

Date: December 13, 2019

GENERAL NOTES

All restoration and historic preservation work described in the subsequent sections is intended to achieve the following overarching design goals:

1. All conservation work to be executed to the highest technical and workmanship standards.
2. All stone and artwork to be conserved using durable, long-service life materials and historically validated treatments. The targeted design service life is intended to be 50+ years, assuming planned cycles of maintenance.
3. Design and construction of the new concrete superstructure shall incorporate enhanced durability features to provide a design service life of 100+ years.
4. The restoration program shall be configured to minimize the number of times that the stonework is handled during the conservation process.
5. The restoration work will consider improvements to vapor and water management systems, where possible.

CODE & STANDARDS

The scope of work as outlined in the following sections is intended to comply with the following codes and standards:

- The Secretary of the Interior’s Standards for the Treatment of Historic Properties
- 2018 International Building Code (IBC)
- ASCE 7-16 Minimum Design Loads for Buildings and Other Structures
- ACI 318-14 Building Code Requirements for Structural Concrete
- TMS 402/602-16 Building Code Requirements and Specifications for Masonry Structures

STONE RIGGING & HANDLING

- Rigging Contractor Qualifications: All rigging subcontractors (firms and personnel) shall be required to provide qualifications demonstrating experience in the handling of large stone and artwork of a scale comparable to the Cenotaph. Subcontractor qualifications will be scrutinized by the Owner and design team to ensure that only the most qualified personnel handle the monument stone and artwork.

- Stone IDs / Tagging: Every piece of stone has been given an ID which is to be used by the Contractor to mark / tag each stone during the dismantling process to ensure that each piece is properly catalogued, organized on site, and put back in the exact location during rebuilding.

- Dismantling & Handling Requirements: The design team is establishing a set of performance based requirements for the rigging contractor. Such requirements will include minimizing damage during handling / transport and restrictions on materials that may come in contact with the stone. In addition, the contractor shall be responsible to salvage and catalogue all stone pieces and chips of historic fabric for use during stone conservation.

- Laydown Areas / Pathways: Designated laydown areas are being planned on site to organize the stone elements and provide suitable conditions for subsequent conservation and transport.

- Temporary Protections: Rigging contractor shall provide means to protect existing artwork and stone while dismantling of upper stone is taking place. This will likely involve the installation of sidewalk shed type protections above lower elements.

STONE CONSERVATION

- Conservator / Restoration Mason Qualifications: All conservators / restoration masons who will be working on the Cenotaph shall be required to provide qualifications demonstrating experience in the conservation of marble and granite as well as the restoration scope delineated in the construction documents.

- Stone Assessment & Documentation Process: Each piece of stone will be jointly reviewed by the conservator / design team on the ground to review existing conditions up close and document any damage or deterioration. Final repairs and treatments will be formally documented via sketches on a stone-by-stone basis for the purpose of record keeping and cost tracking.

- Work Requirements: The conservator / restoration masons will be required to monitor and respond to environmental conditions necessary to execute work. This may include tenting, ventilation, dust control, water containment, etc.

- Samples, Test Panels, & Mockups: Samples of all new stone, repair materials, and mortars will be required for preliminary review and selection by the Owner, THC, and design team. Test panels & mockups for stone conservation and cleaning will also be required to demonstrate aesthetics effects and establish quality standards for the project.

- Stone Cleaning: Each piece of stone will be cleaned as part of the Cenotaph restoration. Only the gentlest means will be employed to avoid any inadvertent or additional damage to the stone. Cleaning technique will be evaluated via test panel to (1) determine the desired level of cleaning (i.e. under-cleaning is preferable to over-cleaning) and to (2) identify the gentlest and most effective approach. Cleaning techniques to include water misting via wet/dry cycles, low pressure power washing, non-ionic detergents, and biological cleaners. The use of chemical cleaners will be avoided or used in only limited circumstances. Initial cleaning to precede stone repair work to ensure that any new repair materials match and blend with the original stone.

- Stone Repointing Mortar(s): Existing mortars will be sampled and analyzed to determine original composition (cement, lime, sand types and proportions) early in the restoration process. It is anticipated that different mortars will be used for resetting / pointing the marble stonework and granite base stones. Subject to further analysis, it is anticipated:
    - For marble, a custom Type O or lime mortar will likely be used to match the existing marble mortar.
        - Typical conservation mortars:
            - Saint Astier NHL 3.5
            - Limeworks Ecologic Mortar
            - Edison Coatings, Spec Joint 46 Type O or L
    - For the granite base stones, a custom Type N mortar mix will be used to provide added durability.

- Stone Repairs: All repairs to the historic masonry shall use durable, long-lasting materials and techniques. As a general rule, repairs using salvaged or new stone will be favored over repair mortars.
    - Stone Sourcing: While it is not anticipated that entire stone units will need to be replaced with new stone, it is nonetheless critical to have additional stone available for repair work.
        - Original marble is Georgia Marble.
        - Original granite is Texas Pink Granite.
        - Sources for matching granite / marble are still being reviewed.
        - Samples of each to be obtained for preliminary review.

- Dutchman Repairs: To the greatest extent possible, detached marble will be salvaged and reattached. For larger repairs (or where stone is missing), new stone dutchman will be utilized and oriented to match existing veining. Dutchman will be secured in place using stone adhesive, stainless steel pins and/or cancellous bone screws, and custom marble repair mortar.
    - Representative materials include:
        - CSP – Natural Adhesive
        - CSP – Jahn M120 (Marble) / M160 (Granite) Repair Mortars
        - CSP – Jahn M80 Anchor Setting Mortar
        - Sikadur 35, Hi-Mod LV Epoxy Grout
        - Paraloids B-72 & B-48N Acrylic Thermoplastic Resins
- Spall Repairs: It is anticipated that there may be some damage to the stone at the individual anchor locations. If the original stone spall is salvageable, it will be re-attached using adhesive and stainless steel pins. If the spall is missing or too damaged, a new stone dutchman will be installed. The integrity of the stone repairs at anchor locations is critically important, so these repairs will be evaluated on a case-by-case basis.

MONUMENT SUPERSTRUCTURE

The new superstructure for the monument will replicate the original design in terms of overall geometry and dimensions. This approach allows the stones to be put back in their exact original positions and under the same support conditions, minimizing the risk of modification. Improvements and enhancements to the foundation and superstructure are as follows:

- Foundation: New foundation for the monument to consist of reinforced concrete mat slab supported on drilled concrete piers to minimize impact to existing subsurface conditions. The top of the mat slab will follow the original foundation profile to accommodate existing granite profiles and drain / vent locations.

- Concrete Frame: The superstructure will consist of a reinforced concrete frame that will replicate the original design. The following is a summary of enhanced durability criteria to be incorporated:
    - Concrete Compressive Strength – 4,000 psi, minimum
    - Air Entrainment
    - Corrosion Mitigating Admixtures
    - Supplementary Cementitious Materials – Replace % of cement with fly ash for increased workability, decreased permeability, increased strength, decreased risk of alkali-silica reaction (ASR), and sustainability.
    - Aggregates – To be carefully reviewed for ASR potential.
    - Steel Reinforcement – Galvanized or duplex stainless steel for enhanced corrosion resistance.

- Masonry Infill: Backup walls will consist of multiwythe brick masonry in order to replicate the original construction and to minimize the risk of efflorescence that can stem from concrete masonry units and grout. Stainless steel clips / angles attached to the underside of the concrete frame will be used to restrain the tops of the masonry walls from lateral movement. Masonry to be designed to resist current code prescribed loads. Finally, careful consideration is being be given to vapor and water pathways.

- Existing Structure Removal: The existing concrete superstructure is to be dismantled and removed in a controlled manner to just below grade. The demolition subcontractor will be required to adjust means and methods as needed to comply with the vibration limit criteria for the project.

STONE RESETTING & ANCHORAGE

Once the stone masonry has been conserved, the individual stone units will be reset on the new superstructure in their exact original position / configuration.

- Anchor Types / Materials: All stone anchors to be made of Type 304 stainless steel for corrosion resistance. All fasteners for securing stone anchors to backup masonry and concrete frame to be Type 304 stainless steel as well. Stone anchors will be specifically designed to accommodate the tight joint width and for adjustability in terms of attachment to structure.

- Setting Shims: Shims for leveling and setting stone shall be resilient, non-metallic, non-staining to stone. Size to suit joint thickness and bed depths without intruding into required depths of pointing materials.

- Joint Size: The original mortar joint width (1/4”) and flush profile will be maintained throughout.

- Sealants: While the majority of the exposed joints throughout the monument will be mortar filled, select joints will utilize sealants capped with lead. The horizontal joints at the top of the monument are highly exposed (shedding water into the central drain) and therefore vulnerable to washout and frequent maintenance. These joints will be filled with backer rod and sealant and covered with lead tee caps for enhanced durability and protection. The lead tee caps will extend to the perimeter edge of the stone (but not turn down) so as not to be visible from grade.
    - Dowsil 795 Silicone Building Sealant
    - Weathercap Joint Protection System

MISCELLANEOUS

- Drainage: Original drain configuration, flashing, plumbing, and outlet to be replicated with long lasting components.

- Vents: Original vent layouts to be replicated. Existing bronze vent covers to be salvaged and conserved for reuse.

4 December 2019

Cenotaph Restoration

Alamo Trust + HKS Architects + CVM

Cenotaph Assembly

Dimensioned stone

Carved stone

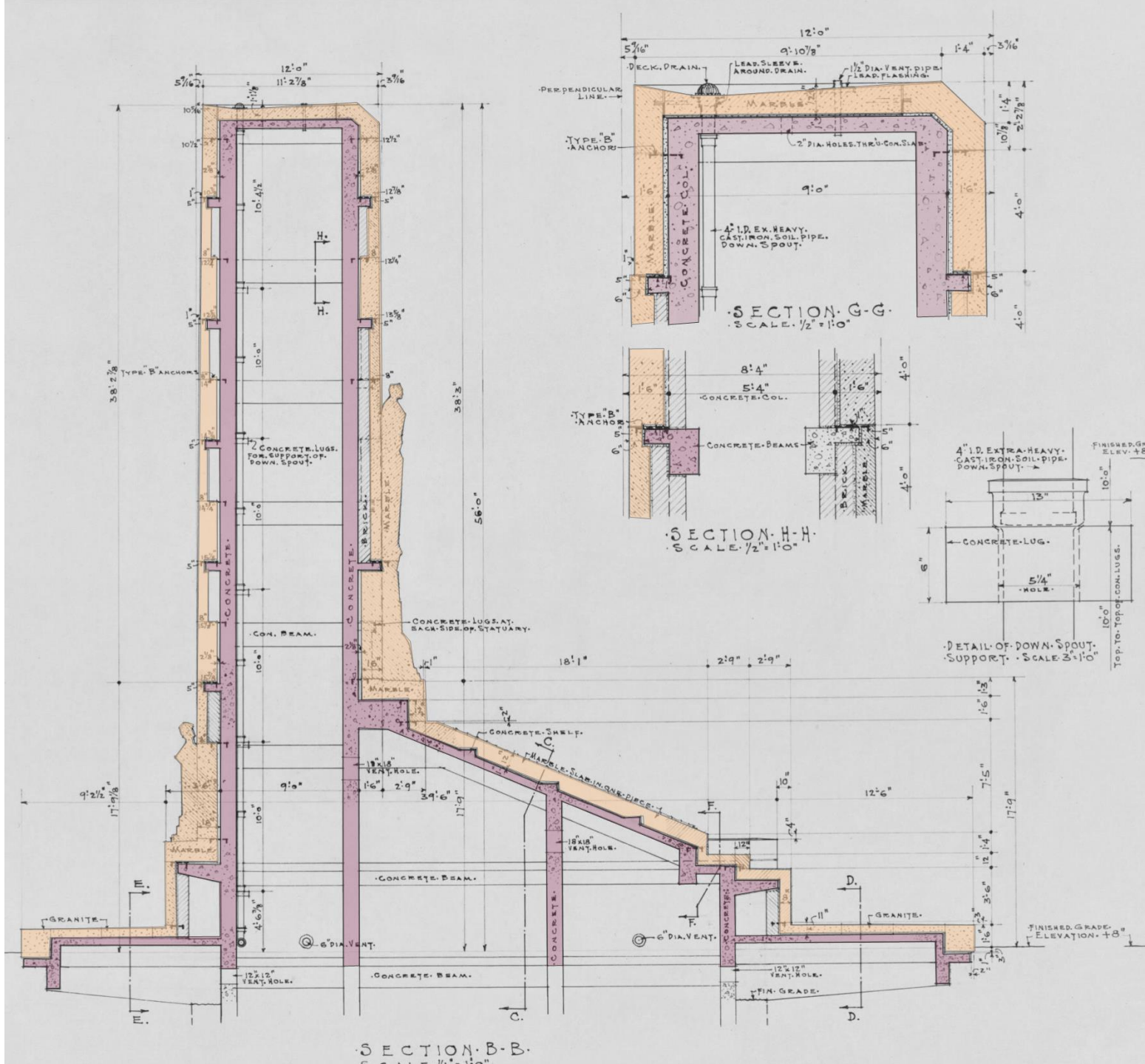
Concrete superstructure

Cenotaph Assembly

Dimensioned stone

Carved Stone

Concrete Superstructure



Cenotaph Deterioration

Stone displacement

Open joints

Stone deterioration

Cracking

Soiling

Marble Monument Conservation

Washington Monument (1815)

Materials & assemblies analyses

Stone quality + durability assessment

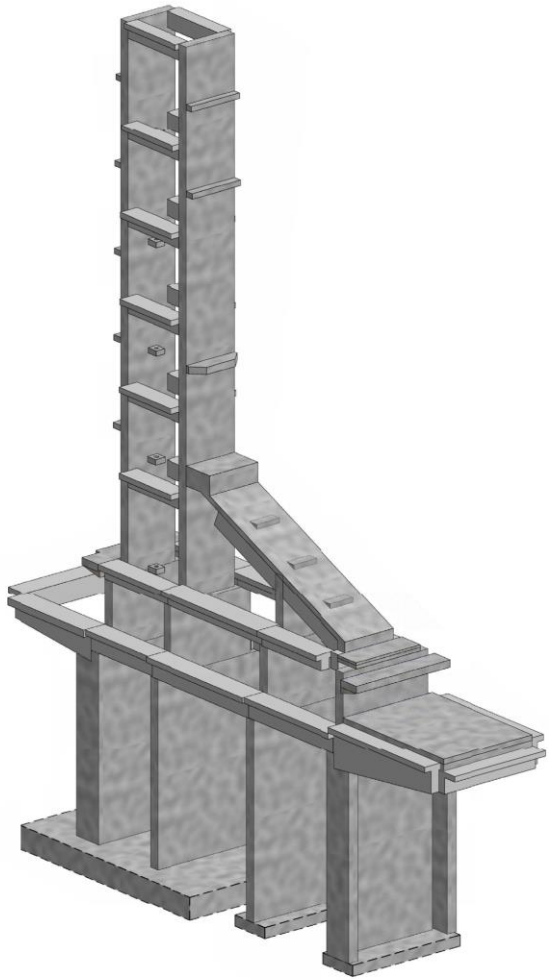
Treatment selection

Pointing mortars selection

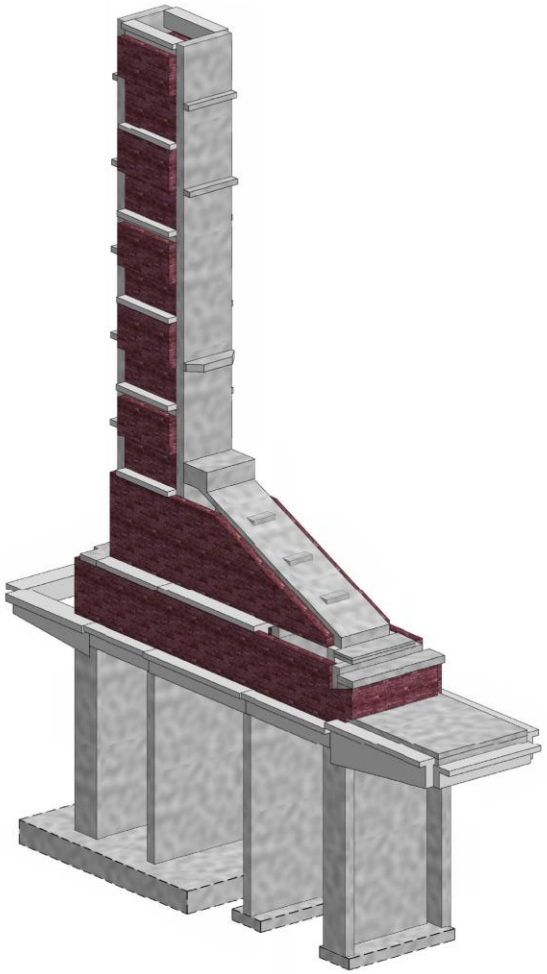
Water management

Cleaning

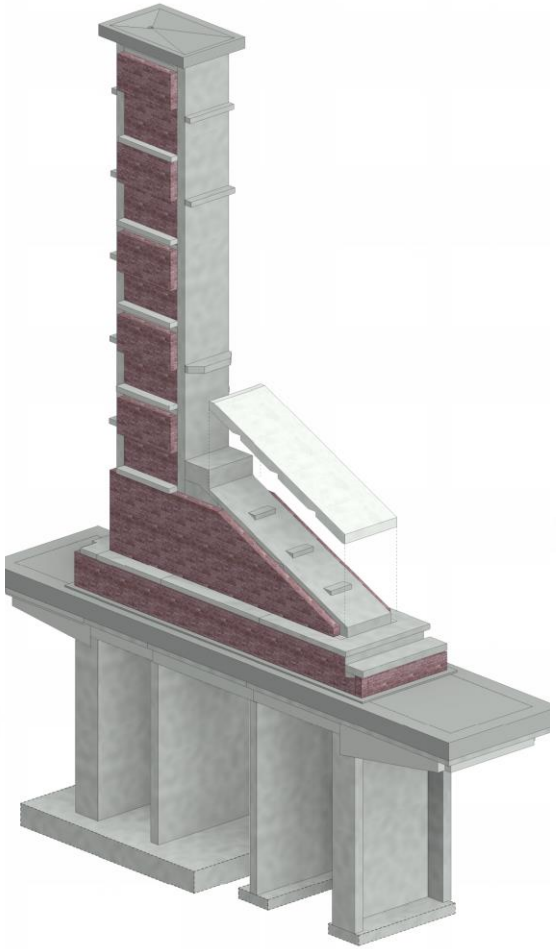
3D Modeling ~ Existing Drawings



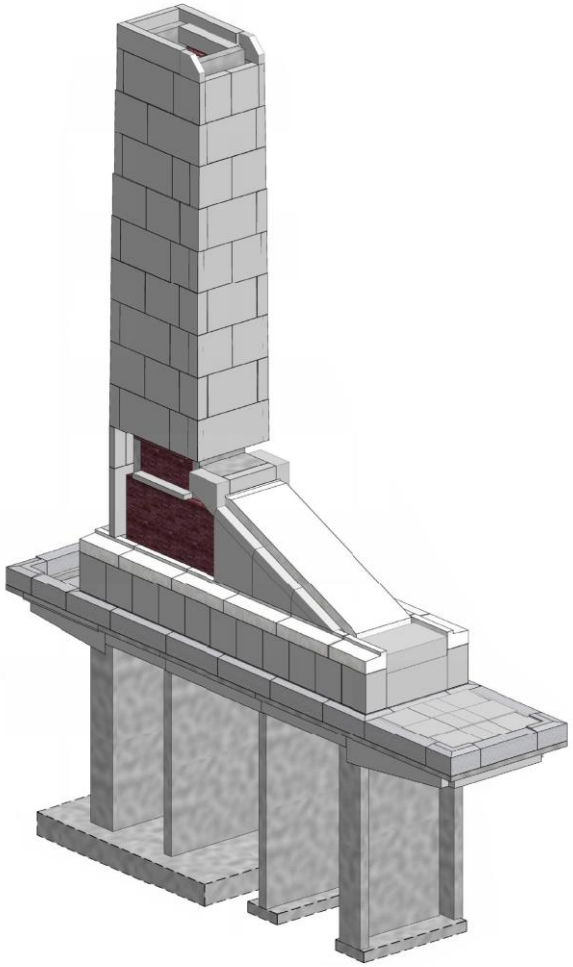
Concrete only



Concrete + Infill



Adding Cladding

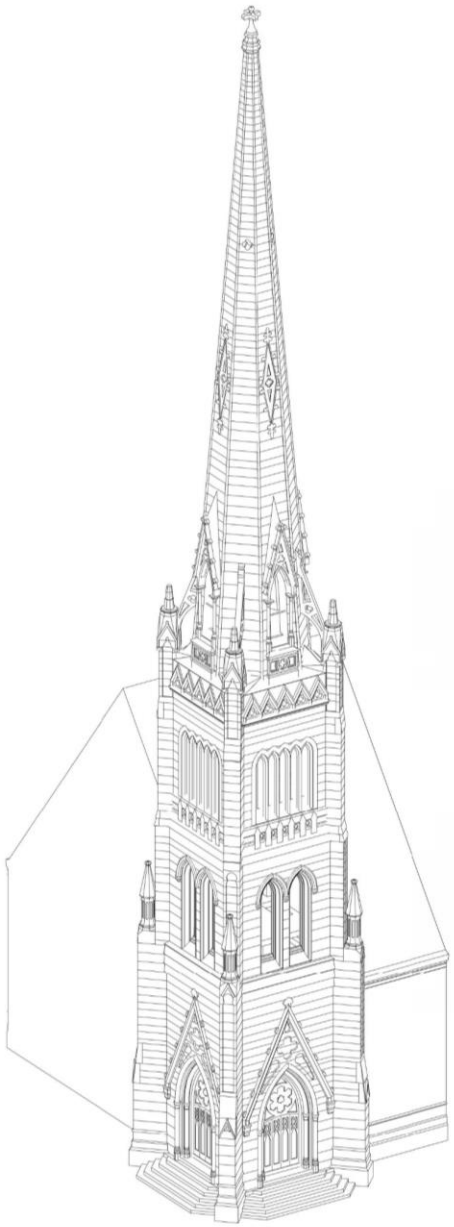


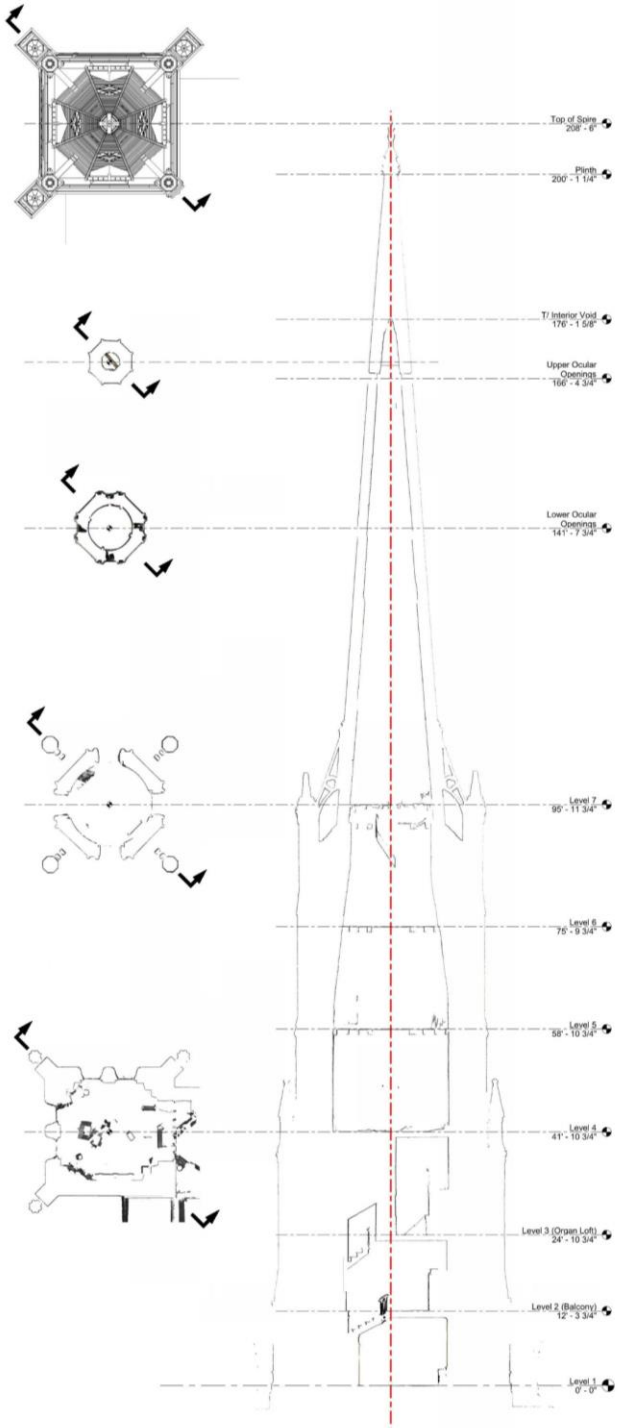
Cladding ~90%

Non-destructive Assessment

Arch Street Methodist (1860s)

Laser Scan, Point Cloud, Modeling & Analyses





Non-destructive Assessment

Arch Street Methodist (1860s)

Laser Scan, Point Cloud & Drones

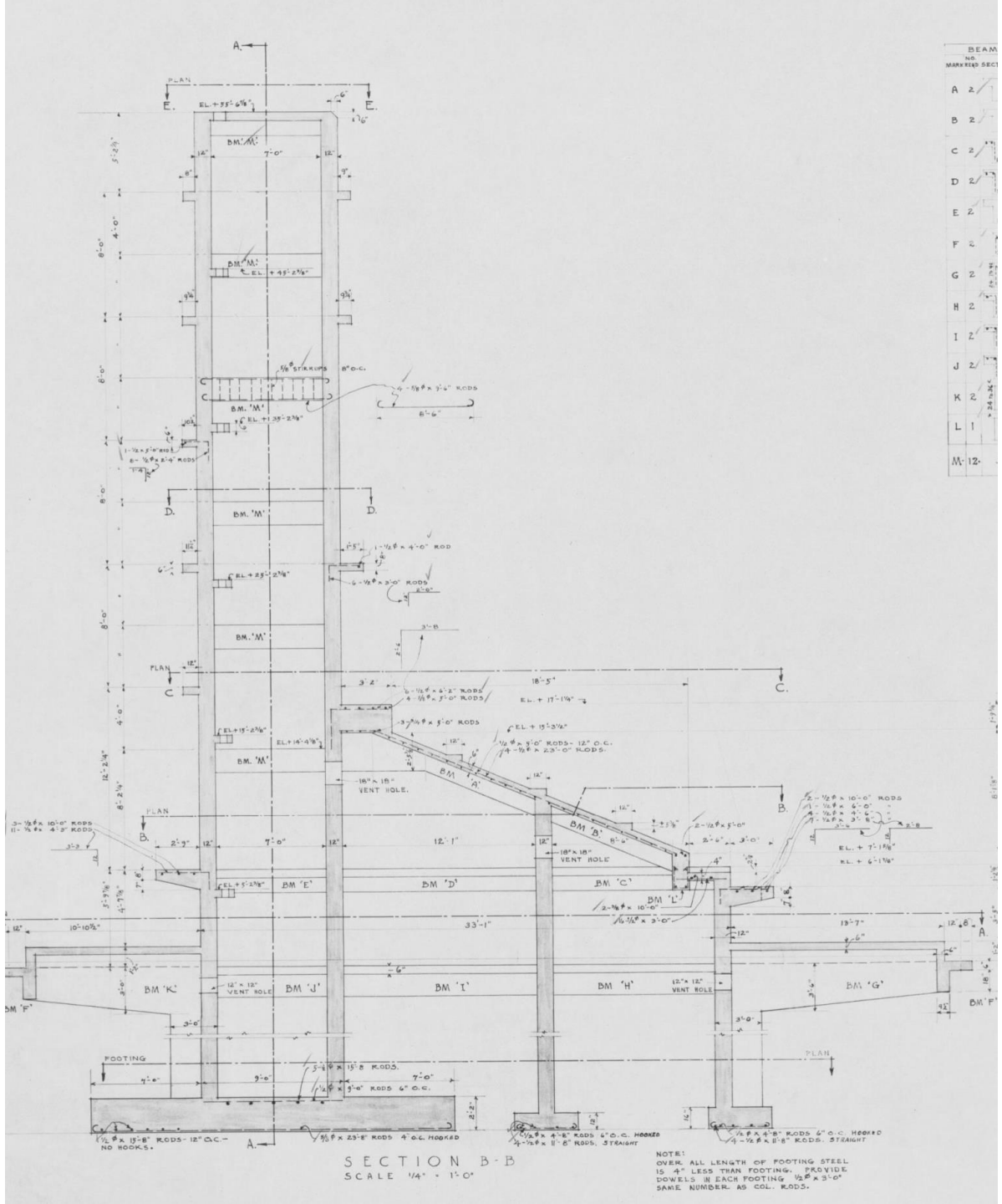
Why do we have to take it apart?

Rigging & Monitoring

Liberty Bell Relocation (2003)

Conserving on-site & in public

New superstructure



Thank you

WASHINGTON MONUMENT
1815
BICENTENNIAL REDEDICATION
2015
TO
GEORGE WASHINGTON
BY THE
STATE OF MARYLAND
WASHINGTON MONUMENT
1815
BICENTENNIAL REDEDICATION
2015
BORN
22 FEBRUARY
1732
DIED
14 DECEMBER
1799

THE ALAMO PLAN PHASE 1

Material Palette

1. Planting
2. Paving & Curbs
3. Furnishings
4. Bollards
5. Lighting

MATERIAL PALETTE

Trees

MATERIAL PALETTE

Plaza Tree Canopy

COASTAL LIVE OAK
Quercus virginiana

ESCARPMENT LIVE OAK
Quercus fusiformis

LACEY OAK
Quercus laceyi

MATERIAL PALETTE

Plaza Planters

CENTURY PLANT
Agave americana

SIDEOATS GRAMA
Bouteloua curtipendula

DRUMSTICK ALLIUM
Allium sphaerocephalon

MATERIAL PALETTE

Garden Edge Planters

CHERRY LAUREL
Prunus laurocerasu 'Otto Lyuken'

WAX MYRTLE
Myrica cerifera

SANDY LEAF FIG
Ficus tikuoa

MATERIAL PALETTE
Paving

Clay:

BASIS OF DESIGN:
UP - 01 Belden Brick Ragland Blend
UP - 02 Belden Brick Hamilton

Paver Size: L12” x W2- 1/4” x D4”

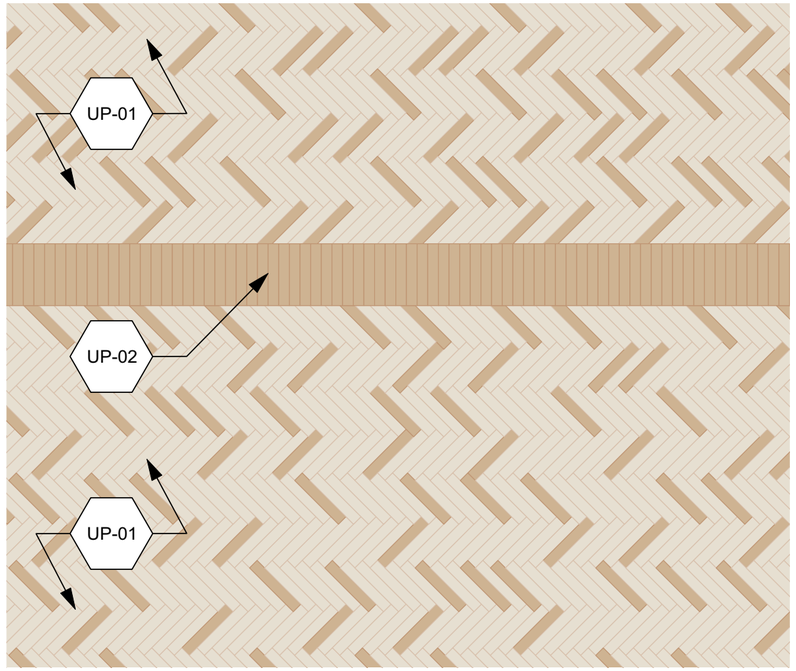
ALTERNATE:
Whitacre Greer Clay Paver
Four Color Blend

Paver Size: L9” x W3” x D3”

Concrete:

ALTERNATE:
Belgard Concrete Unit
Four Color Blend

Paver Size: L12” x W3” x D4”



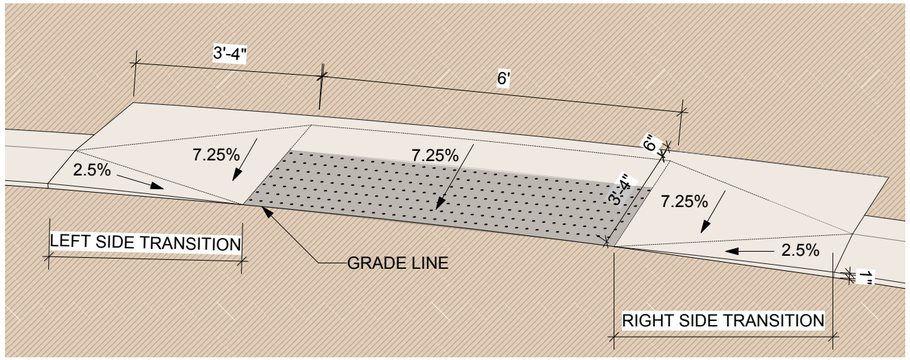
DETAIL PLAN - Brick Paving Layout

MATERIAL PALETTE
Curbing & Grates

BASIS OF DESIGN:
Granite Curb
Color: New Giallo

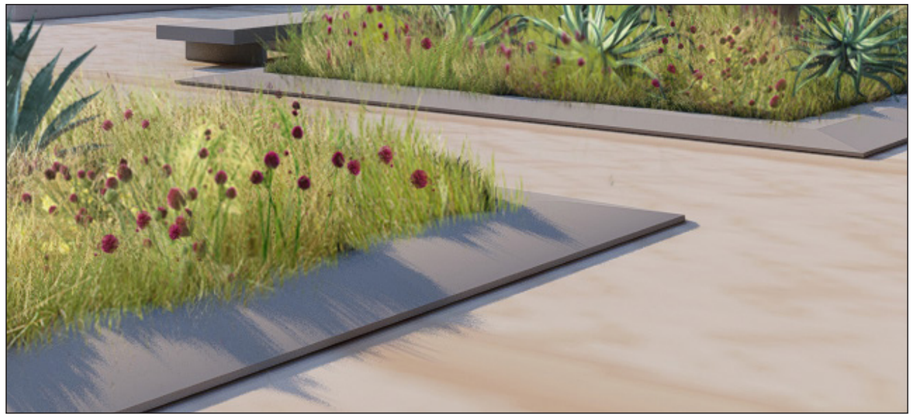
Granite Detectable Warning
Color: Cambrian Black

ALTERNATE:
Granite Curb
Color: Barre Gray (or equal “salt & pepper” color)



AXON VIEW - Granite Pedestrian Ramp & Curb

Trench Drain Grates
Urban Accessories ‘Jamison’ Grate
Ductile Iron with Rust Converter Finish



DETAIL VIEW - Granite Curbs at Planting Beds

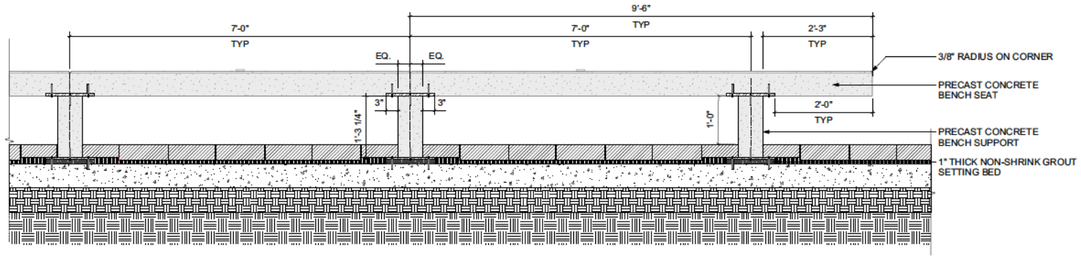
MATERIAL PALETTE
Furnishings

Bicycle Racks
Landscape Forms - ‘Bola’
Powdercoat Finish: Onyx

Waste & Recycling Receptacles
Landscape Forms - ‘Generation 50’
Powdercoat Finish: Onyx, with Ipe wood

Movable Furnishings - TBD

Custom Benches
Precast Concrete
Color: Buff
Finish: Sandblasted or Acid Etched



4 PRECAST CONCRETE BENCH - SECTION
SCALE: 1" = 1'-0"

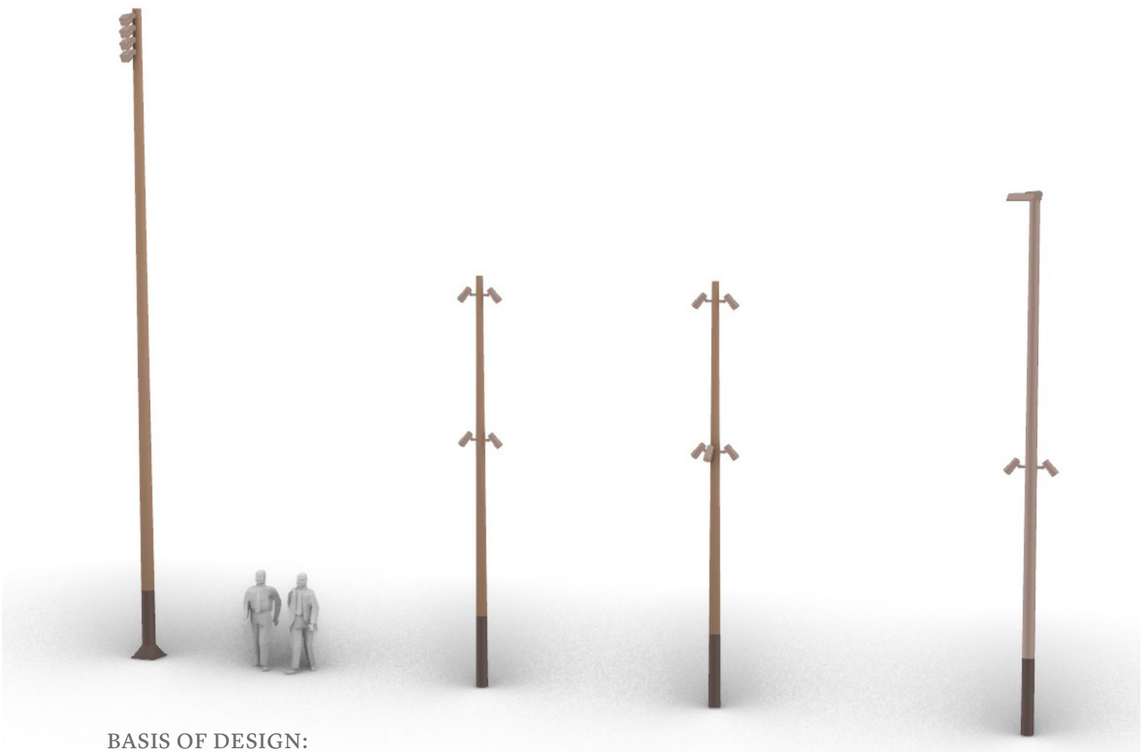
MATERIAL PALETTE
Bollards

BASIS OF DESIGN
Ameristar 'Titan' Retractable Bollard
M30

BASIS OF DESIGN
Ameristar 'Bulwark' Fixed & Removable Bollards
M30

Material: Stainless Steel
Finish: DA (orbital sand)

MATERIAL PALETTE
Lighting



BASIS OF DESIGN:
Light Poles
Structura 'BOL' - round pole
Pole: Wood with 'Ipe' stain
Pole Base: Steel with 'Jet Black' powdercoat

ALTERNATES:
Structura 'SPAR' -square pole
Technilum - aluminum pole

Selected Fixtures:

Alt Fixtures:

APPENDIX C

FROM 03/03/2020 PERMIT PACKAGE

Cenotaph Restoration and Relocation Timeline
THC Meeting 032420

General Notes:

- Estimated durations listed in Work Days (WD)(Work Week = 5 Work Days)
- Assumes no additional HDRC approval (Two month delay if required, minimum)
- Security concerns for monument, visitors, and workman prevent public distribution of specific calendar dates at this time.

1) Overview

a) Total: 269 WD
   i) Dismantle: 98 WD
   ii) Assemble: 171 WD

2) Dismantle

a) Site Prep: 10 WD
b) Stone Removal: 70 WD (Approx. 2 stones per day)
c) Restoration: 40 WD (Partial overlap w/ Stone Removal)
d) Structure Removal: 15 WD (Surgical removal of existing structure)

3) Assemble

a) Site Prep: 21 WD
b) Foundations: 15 WD
c) Superstructure: 65 WD
d) Stone Installation: 70 WD (Approx. 2 stones per day)