

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND THE
NATIONAL PARK SERVICE**

This Memorandum of Understanding (the "MOU") is entered into by and between the **City of San Antonio**, a municipality of the State of Texas (the "COSA"), and the **National Park Service**, an agency of the U.S. Department of the Interior, acting through the superintendent of the San Antonio Missions National Historical Park ("NPS"). COSA and NPS shall be separately referred to in this MOU as "Party" and collectively as the "Parties".

Introduction

- A. COSA owns, operates, and maintains the 5-acre L-shaped drainage area between the Mission San José and Library, known as Tract 102-26 (the "Property").
- B. Situated within the boundary of San Antonio Missions National Historical Park (the "Park") is the Mission San Jose Church, which is owned and operated by the Catholic Archdiocese of San Antonio (the "Church"). The Church is one of the iconic symbols of San Antonio.
- C. The San Antonio River Authority, a conservation and reclamation district, owns, operates, controls, and maintains certain real property located along the southwestern bank of the San Antonio River in the area which is immediately east of and adjacent to the Park (the "SARA Riverfront Tract"), as well as retains a permanent easement for the construction and maintenance of the San Jose Portal situated in the Park (the "SARA Portal").
- D. NPS owns, operates and maintains various tracts of land generally situated between the Church and the SARA Portal (collectively, the "NPS Tracts").
- E. For the purposes of this MOU, the Property and the NPS Tracts shall be collectively called the "Covered Tracts".
- F. The approximate locations of the Church and the Covered Tracts, as well as their physical location and proximity to one another, are depicted on that certain aerial photograph, an enhanced copy of which is attached to this MOU as **Attachment A** and made a part hereof.
- G. Pursuant to the National Defense Authorization Act of 2015, effective December 18, 2014, Congress amended, among other items, Section 201 of Public Law 95-629 (16 U.S.C. 410ee), entitled the "SAN ANTONIO MISSIONS NATIONAL HISTORICAL PARK" (the "Federal Designation").
- H. Under the Federal Designation, the Property was part of 137 acres of land, more or less, which were included within the boundary expansion of San Antonio Missions National Historical Park.
- I. The Parties are desirous of working together in a cooperative effort in order to protect the View Shed between the SARA Portal and the Church.
- J. The purpose of this MOU is to set forth the intentions of the Parties to maintain the View Shed corridor.

NOW THEREFORE, the Parties hereby enter into this MOU in order to set forth their mutual desires and goals for continuing to maintain the View Shed associated with the Church and the SARA portal.

1. The Parties agree to work together throughout the Term (as that particular term is defined in Section 5, herein) in order to maintain a view shed or scenic overlook (the "View Shed") for the benefit of the general public so that visitors to the SARA Portal and Park can have an unobstructed and aesthetically pleasing view of the existing tower/steeple for the Church. The approximate location of the View Shed is on Attachment A.

The View Shed should remain free and clear of any temporary or permanent above-ground, man-made structures, features, fixtures, or improvements of any kind or nature whatsoever, regardless of who owns, leases, or otherwise is responsible for such structure, feature, fixture, or improvement (individually and collectively, the "Man-Made Feature"); *provided, however*, the View Shed is not intended to impact or affect any Man-Made Feature which was physically in place at its current location as of the Effective Date (as that term is defined below) unless and until either Party wants to alter, modify, enhance (including any exterior paint, tile, brick, siding, or roofing material), extend, enlarge, replace, or remove any such feature (in which case, such Party is requested to comply with Section 2, below).

2. If either Party wants to alter, modify, enhance (including any exterior paint, tile, brick, siding, or roofing material), extend, enlarge, replace, or remove any above-ground, Man-Made Feature, whether temporary or permanent, within the View Shed for any reason whatsoever, such Party shall use reasonable efforts in order to provide the other Party with written notice of such Man-Made Feature at least 60 days prior to (a) entering into any binding contractual arrangement to alter, modify, enhance (including any exterior paint, tile, brick, siding, or roofing material), extend, enlarge, replace, or remove any portion of the Man-Made Feature; (b) applying for any permit, license, resolution, ordinance, or similar approval from any governmental, regulatory, or administrative agency, authority, commission, or department in order to construct, install, own, operate, maintain, repair, remove and/or replace any Man-Made Feature; or (c) commencing any applicable, on-site alteration, modification, enhancement, extension, enlargement, replacement, or removal within the View Shed if such is to be altered, modified, enhanced, extended, enlarged, replaced, or removed without a binding contract or similar binding arrangement with a third-party contractor, whichever is applicable (each, a "Proposed Notice of Improvement").

Both Parties shall use reasonable efforts to (i) ensure that each Proposed Notice of Improvement, at a minimum, describes in reasonable detail, the type and nature (including color(s), materials, and dimensions) of the applicable Man-Made Feature, state whether it is either permanent or temporary in nature (and if temporary, its known or estimated duration within the View Shed) of the Man-Made Feature to be altered, modified, enhanced, extended, enlarged, replaced, or removed, (ii) solicit and receive a written response from the other Party, and (iii) refrain from commencing any such alteration, modification, enhancement, extension, enlargement, replacement, or removal if requested by the other Party, or reasonably comply within any design or architectural modifications requested by the other Party.

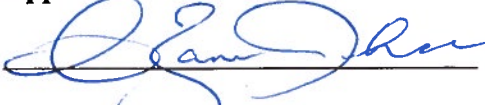
3. If the parties mutually agree in writing that it is necessary or appropriate for a new temporary or permanent improvement to be placed on the Property, then in such event the parties agree to cooperate and work together to agree upon the location, material, and architectural design of the new improvement in furtherance of the intention and purpose of this MOU.

4. If either Party wants to (a)(i) plant any new vegetation, or (ii) allow any existing vegetation, of any kind within the View Shed (whether in the ground or pottery) which, when fully grown, is expected to reach a height that is greater than 3 feet and adversely impact the aesthetic or scenic view of the Church tower/steeple from the SARA Portal or Mission Park Pavilion, or (b) conduct any type of archeological dig or investigation or undertake any other preservation effort(s) within the View Shed, the requesting Party shall comply with notice and compliance provisions set forth in Section 2, above.
5. The term of this MOU shall run for an initial term of 5 years (the "Term"), commencing on the Effective Date, and shall automatically renew for another period of 5 years upon the expiration of the initial Term unless a Party provides written notice to the other at least 60 days prior to that expiration of its termination of the MOU. Notwithstanding the above, either Party may terminate this MOU by providing to the other Party 60 days prior written notice of its termination.
6. The Property is encumbered by a public bond which is expected to be repaid and the encumbrance removed by the year 2027. The Parties acknowledge that COSA intends to convey the property to NPS when the bond is paid off and the encumbrance is removed.
7. It is not the intent of the Parties that this MOU constitute a binding agreement. Rather, it is meant to outline a mutually beneficial plan for protection of the View Shed between the SARA Portal and the Church, which may be subject to further detailing and negotiation between COSA and NPS.

SIGNED and EFFECTIVE this ____ day of _____, 2017 (the "Effective Date")

CITY OF SAN ANTONIO , a Texas municipal corporation	NATIONAL PARK SERVICE
By: _____	By: <u>Mardi J. Arce</u>
Printed Name: _____	MARDI J. ARCE
Title: _____	Superintendent, San Antonio Missions
Date: _____	National Historical Park

Approved as to Form:

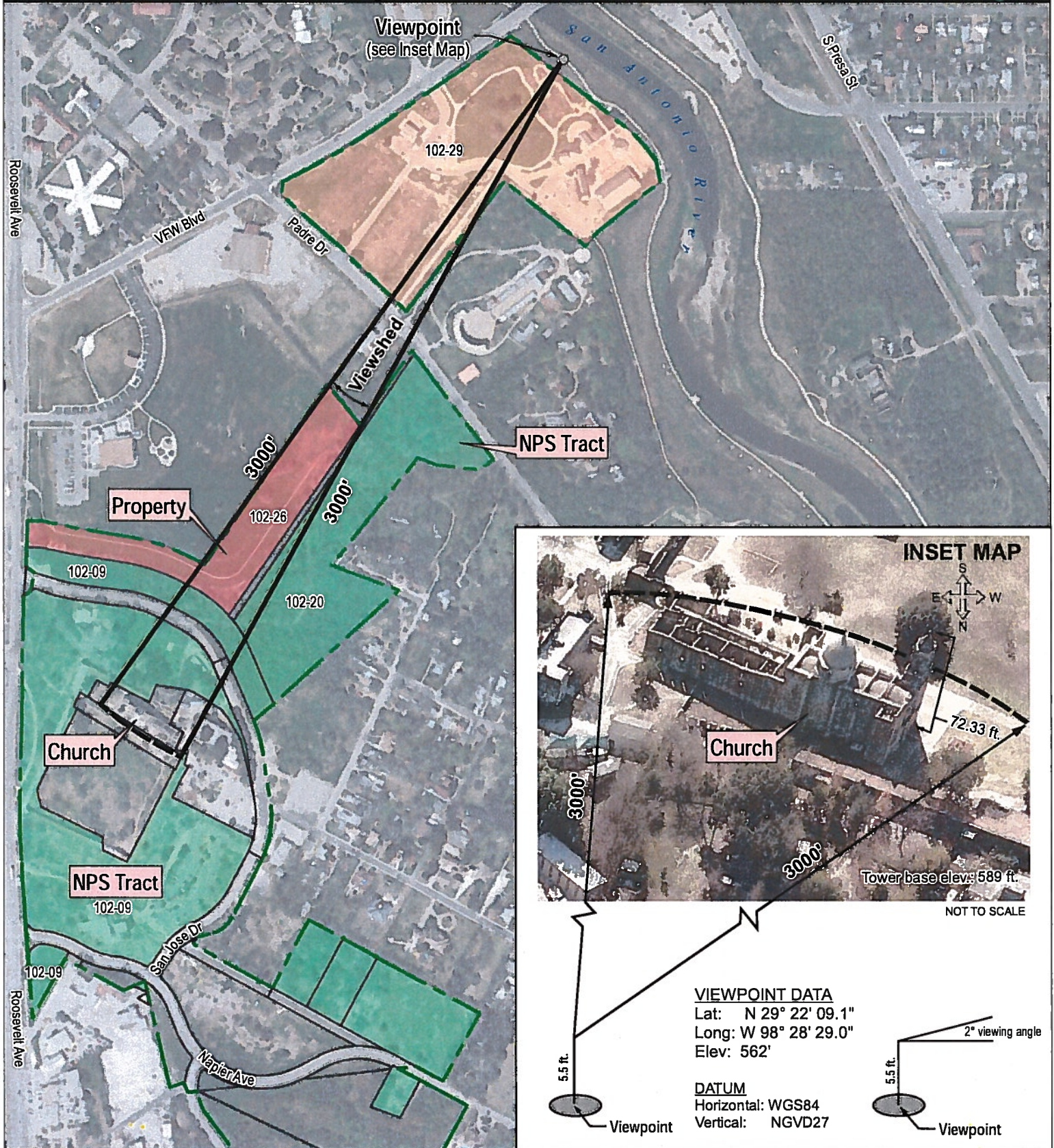

for City Attorney

San Antonio Missions National Historical Park

Mission San José

Attachment A, Viewshed Map

National Park Service
U.S. Department of the Interior



National Park Service
Lands Resources Program Center
Intermountain Region
April 2017



SCALE: 1" = 500'

0 125 250 500

Feet

- Legislated park boundary
- NPS tract boundary
- NPS Tracts
- Property
- Mission Park Pavillion

Property ownership data shown is compiled from deeds, plats, surveys, and other source data. This is not a surveying quality drawing and should be used for general scaling purposes only. Aerial photo: City of San Antonio. Oblique photo: Bing Maps.

Texas State Plane Coordinate System,
South Central Zone, NAD83, US Foot