Alamo Citizens Advisory Committee			
Tri-Chair Category (3)			
Name	Organization		
Roberto C. Treviño	Office of City Council		
Sue Ann Pemberton, FAIA			
Vacant			
1994 Alamo Plaza Study Committee Category (1)			
Ann McGlone			
History/Archeology Category (3)			
Ramon J. Vasquez	American Indians in Texas Spanish Colonial Missions		
Dr. Sharon Skrobarcek	Alamo Mission Chapter, Daugthers of Republic of TX		
Vacant			
State of Texas Designee Category (6)			
Forrest Byas	Alamo Defender Descendant		
Aaron Pena	GLO		
Ernesto Rodriguez	Alamo Trust		
Seneca McAdams	Texas Independence Trail Region		
Naomi Miller			
Alan Huffines			
	Government Designee Category (1)		
Christine Jacobs	San Antonio Missions National Historical Park		
	ate Property Owner Category (1)		
Frank Z. Ruttenberg	Haynes and Boone		
Tourism Designee Category (1)			
Davis Phillips	Phillips Entertainment Co.		
Council Appointees (10)			
Roger Perez	District 1		
Anthony Edwards	District 2		
Patricia Mejia	District 3		
Rudolph F. Rodriguez	District 4		
George Cisneros	District 5		
Vacant	District 6		
Marcello Martinez	District 7		
Vacant	District 8		
Bill Brendel	District 9		
Vacant	District 10		
Technical Advisory			
Walter Serna	Fiesta Commission		
Sharon Aguillen	San Antonio Visitor Alliance		
Matt Brown	Centro San Antonio		
Dave Krupinski	Visit San Antonio		

# Alamo Area Experience Plan Update

# Vision

- Engage local residents and visitors in ways to personally connect to the Alamo area experience.
- Tell the story of the Battle of the Alamo and its impact on the Republic of Texas, City of San Antonio, State of Texas, the United States and the international community.
- Include and interpret the diverse cultures that contributed to the story of the Alamo area through meaningful and memorable experiences for visitors.
- Tell the in-depth history of the Alamo area to the present day as a tribute to all who lived, fought, and died there.

# **Guiding Principles**

- The 1836 Battle of the Alamo, the most widely recognized event, provides an opportunity to tell the entire history of the Alamo area
- Unified leadership under the management of a single steward (public and private) with a sustainable business model
- Preservation and interpretation based on historical and archaeological evidence
- Embrace intellectual, experiential and physical accessibility
- Balance scholarship, historical context, folklore and myth to provide an engaging visitor experience
- Create a premier Visitor Experience through physical space and interpretation
- Embrace the continuum of history to foster understanding and healing
- Enhance connectivity and wayfinding to the river, neighborhoods, La Villita, the cathedral, and the other Plazas

# **Themes and Goals**

The Alamo Plaza Advisory Committee has reviewed and updated the 1994 Alamo Plaza Study Committee's Report and recommends the following updates to the 1994 themes and goals for the Alamo area experience. The themes are based on the research that has been conducted as well as the recommended Vision and Guiding Principles for the Alamo area experience.

Each of the four themes is followed by Primary and Secondary goals that will be included in the overall program planning for the plaza.

# **Primary (Impact)**

1. Include a document that gives the background information on the more than 300 years of history of the Alamo Plaza site.

- 2. Create a glossary of terms for common reference.
- 3. Create a unified foundation or organization for the management of the public (city, state, federal) and private interests of the Alamo area experience.
- 4. Develop a Master Plan and an Interpretive Plan.
- 5. Develop Physical, Interpretive, Implementation, and Management and Investment Plans as part of the Alamo area experience Master Plan. Update scholarship and technology regularly through the Interpretive Plan every 5 years.
- 6. Develop and implement an integrated and coordinated way finding, interpretive, and directional signage plan for the Alamo area experience and the Alamo Plaza Historic District. Interpret the Alamo so visitors understand its location on the battlefield.
- 7. Include strict guidelines in the Interpretive Plan for appropriate experiences as part of the overall Alamo area experience; address street preachers, food and other vendors, street performers, living history interpreters and special events to ensure high quality visitor experiences.
- 8. Develop and implement a comprehensive transportation, circulation, and parking plan to accommodate accessibility while exerting minimal negative impact on the visitor experience in the Alamo area.
- 9. Provide an exceptional visitor experience while considering all points of view and a comprehensive interpretation of the Alamo area.
- 10. Consider the World Heritage Site nomination and designation. Be sure the Alamo area experience Master Plan recommendations do not jeopardize the process and potential designation.

# Secondary (Long-term Strategy)

- 1. Make sure infrastructure and way finding plans are inclusive of all types of visitors, and are broadly accessible and flexible.
- 2. Develop a strategy to orient visitors to the stories and context before they experience the Alamo compound. Provide information and services to facilitate the visitor experience.
- 3. Creatively separate commercial areas from battleground areas through visual cues and interpretation.

# THEME A: The evolution of settlements and cultures around the Alamo area

Goal 1. Tell the story of the environment and the Native Americans

- a) San Antonio is located just below an escarpment that cuts across the state and joins a semiarid region to the southwest and a fertile plain to the east. The area was a meeting and gathering place as well as home to different groups of Native Americans.
- b) Native American groups of the area:
  - remains have been found that date Native Americans in this area to 8,000-10,000 years ago
  - nomadic and followed seasonal food sources, were hunters and gatherers of food, not farmers
  - subsisted on wild game, nuts, berries and other fruits as food sources
  - traveled in small bands or groups
  - built jacales as dwellings
  - made basketry
  - had the San Antonio River, creeks and springs as abundant water sources
  - met with other Native Americans at San Pedro Springs to trade and for Mitotes/gathering/ceremonies
  - the region was called the sacred word Yanaguana
  - area Native American groups were attacked often by the Apache
  - were known to seek protection within the mission from outside attacks-as did other people in the area
  - became part of the expanding Spanish Empire when the Indian missions and later towns/pueblos were established
  - the towns/pueblos had an appointed Native American government that included Governor, Mayor, Constable, etc., as conferred by the *Auto de Posesión*
  - were mission-dwellers who farmed and ranched on the frontier to survive and thereby expand the Spanish Empire,
  - were converted to Christianity---the primary goal of the Spanish missionaries
  - were willing to live in the mission, be Christianized and take Spanish names while still maintaining a connection to Native culture
  - mastered the skills and trades that the missionaries introduced while incorporating native symbols and colors in the designs
- Goal 2. Tell the story of the Spanish influence and settlement, including the three types of towns: Missionary and Indian Towns/Pueblos, the Soldier/Settler Town, and the Civilian Town
  - a) The introduction of the horse by the Spanish led to the culture of the vaquero and the cowboy. The area of San Antonio was settled to protect New Spain against French encroachment from Louisiana. Spanish Texas would always serve as a defensive frontier on the edge of the Empire. Once the Crown sponsored-establishments were founded, settlers began to pursue their own goals and objectives rather than those of the Empire.

Spain established Indian missions that became **Missionary and Indian Towns/Pueblos** as a means of expanding the Empire. These towns/pueblos had an appointed Native American government that included Governor, Mayor, Constable etc. This was conferred by the *Auto de Posesión*. The primary goal of the Spanish missionaries was the conversion of the Native Americans. To survive and expand, mission dwellers developed farms and ranches on the frontier.

Residents of the **Soldier-Settler Towns** (called presidios or military garrisons) often relied more on the local economic base, farming and grazing, rather than on their military pay.

The settlers in the **Civilian Town** of San Fernando de Béjar immigrated to Texas under the sponsorship of Spain. They originally relied heavily on the rights conferred to them by the Spanish Crown, but in time they too searched for security and economic improvements over imperial Spain's objectives.

- b) Define and provide context for:
  - Definition of the Military Plan
  - define the terms Spanish, Mexican, Tejano, Bexareño, Texian
  - who is identified as Mexican
  - secularization fostered Mestizos/ Mestizaje
  - the first families of the area
  - Spanish colonization that brought converging goals of church and crown building missions, churches and schools
  - establishment of civil governments
  - the role of slavery
  - establishment of Spanish archives to file their deed records and wills
  - protection for the missions with the establishment of the Presidios, establishment of law and order in the region
  - Porciones (define land measurements by today's standards)
  - new techniques of farming, raising cattle and horses, the impact of clearing large areas of brush and trees to establish farming land
  - introduction of domesticated animals (cattle, sheep, goats, hogs, chickens, oxen)
  - the Spanish way to trade, traded with Spanish money
  - introduction of a new language
  - changes and influences regarding architectural styles
  - built roads
  - made carts and wagons to haul products
  - established new businesses and stores
  - the San Antonio River for drinking water, washing clothes, acequias to channel water for animals and farm land
  - impact of new diseases, small pox and other diseases
  - hospitals and new medicine
- Goal 3. Tell the story of all the cultural groups involved in the coming Texas Revolution (including, but not limited to Mexicans, Mulattos, slaves and freedmen, Tejanos, Americans, Texians and other immigrants)
  - a) From Spanish to Mexican and American Texas
    - recognize the founder of San Antonio–Fray Antonio de San Buenaventura y Olivares
    - Spanish Mission secularization
    - San Antonio society in transformation-mission to presidio to town to now a city
    - Mexico's immigration policy
    - Tejano, Italian, Irish, German -united by the common Catholic religion
    - include the influence of slavery on the coming revolution
  - b) San Antonio and the Mexican War of Independence
    - the De las Casas Revolt

- c) San Antonio and the Texas Revolution
  - the Westward Movement (economic links to the US)
  - confidence in US support-money, arms and volunteers
  - the rise of Centralist power (cutting ties with US)
  - civil war becomes revolution (from autonomy and self-determination to independence)
- d) United States policy
  - Manifest Destiny
  - Monroe Doctrine
  - Andrew Jackson and the west
  - Southern designs for Texas, the expansion of slavery
  - problems with Annexation in 1836
  - President James A. Polk designs for California
- e) Westward movement of the diverse immigrants to America
  - population growth
  - immigration—include the range of diverse groups
  - German, Italian and Mexican settlers came together as Catholics
  - farmers growing crops
  - links to active national and international market
  - governmental support
  - Louisiana Purchase
  - Northwest Ordinance
  - US policy of removal of Native Americans

f) The diversity the Texians and the American settlers brought:

- new languages
- new ideas on how to farm
- new religions
- banking industry
- new politics
- new money
- new English laws
- new streets
- new ways of transportation
- new businesses
- better water systems inside the home
- new record keeping, court records
- established factories, industry
- new food items
- city parks and recreation
- new schools
- better protection from pollution for the river
- new voting system
- demolished old buildings and built new ones
- installed paved sidewalks

# THEME B: Tell the story of the 1836 Battle of the Alamo

Goal 1. Present the politics of the Texas Revolution

The visiting public of all ages will gain an understanding of the political forces at work leading up to and during the Texas Revolution from September 1835 to June 1836. The known six political factions will be stressed and their leading spokesman identified (through primary source materials) to give visitors a sense of the political and emotional turmoil which split families and friendships during the Texas Revolution. Include politics and policies surrounding the Native American population-Native Revolution/Slavery/Manifest Destiny/Politics. Include the Mexican perspective of what the Battle of the Alamo was about--Mexicans believed Texas and other territories were stolen.

## a) The political factions to explore are:

**Federalist**: supported the Mexican Constitution of 1824, desired Mexican Statehood for Texas separate from its union with Coahuila, sought to overthrow the centralist dictatorship of President Antonio Lopez Santa Anna and opposed annexation to the United States

**Centralist**: supported the dictatorship of President Antonio Lopez Santa Anna and opposed further immigration from the United States

**Republican/Independence**: sought an independent Republic of Texas separate and apart from both Mexico and the United States

**Annexationist:** sought an immediate annexation of Texas to the United States through purchase or war as part and parcel of the US Manifest Destiny and the extension of slavery as an economic base

**Lone Star Conspiracy:** composed primarily of former followers of US Vice President Aaron Burr (Burr Conspiracy), US General James Wilkinson (Spanish Conspiracy), or the All Mexico Club. This group was composed primarily of US, Texas and Northeastern Mexico frontiersmen who favored the creation of a third North American Republic between Mexico and the United States.

**Neutralist:** lost in the political turmoil of the Revolution, a great number of American colonists and Tejanos quit the Federalist Volunteer Army of Texas after the removal of Stephen F. Austin, or remained neutral throughout the ordeal.

## Goal 2. Provide background to set the stage for the Battle: September 1835 to February 22, 1836

- **a.** the fight for self-determination, self preservation and self-rule
- b. Pueblo San Antonio de Valero is transformed from an agrarian community to a military garrison as the area residents are literally pushed out from around the Alamo Compound and surrounding area
- c. communities of Villa de Béjar and Pueblo de Valero at the outbreak of the Texas Revolution
- d. early battles in and around Bexar County at Mission Concepción, the Grass Fight and the Siege of Béjar from October to December of 1835
- e. Alamo Compound transformed from an abandoned mission, community plaza, and cemetery to a fortified military site

- f. Mexican Army fortification of the Alamo compound and immediate area before and during Siege of Béjar
- g. Continuation of military improvements under Col. James Neill (December 1835 through February 1836)
- h. The 1836 Alamo Battlefield
- i. defenders' artillery emplacements within the Alamo Compound
- j. defenders' primary and secondary defensive positions
- k. Mexican Artillery emplacements around the Alamo Compound
- l. Mexican Infantry staging area
- m. Mexican Cavalry positions
- n. Mexican Reserves
- o. Mexican battle logistics and order of the day
- p. Mexican assault routes by commands
- q. known sites where individuals died (primary source materials or evidence-based)
- r. surviving Alamo Garrison combatants
- s. surviving Alamo Garrison non-combatants
- t. Mexican impressions of the assault by participants
- u. recollections of local eyewitnesses (from primary source materials)
- v. The Battle in Retrospect
- w. casualties: inside and outside the Alamo walls
- x. Mexican Army of Operations in Texas: tactics and objectives after the fall of the Alamo
- y. memorializing the Battle: the Fall of the Alamo becomes a battle cry
- z. evidence-based interpretation, incorporating ongoing research and scholarship
- aa. interpreting the Battle of the Alamo in the context of demographics and with cultural sensitivity
- bb. background on the political implications of the struggle and the sacrifice by Alamo defenders, Mexican soldiers, Tejanos, Bexareños, the enslaved and freedmen and others affected by the battle

Goal 3. Provide ways to understand the geography of the battlefield site

- a) Visitors of all ages will gain an understanding of the physical space, geography and context of the Alamo compound, Villa de Béjar, Camino Real and Texas in 1836 through a planned interpretive strategy and visitor experience program that provides visual and intellectual context for the site, including the interpretation of important geography and locations:
  - Native American and mission cemeteries and burial grounds
  - the topography and geography of the Alamo Compound in relation to the Villa de Béjar, acequias, wells, cemetery, field, housing etc.
  - the physical structures and layout of the Alamo compound
  - Béjar in1836 Texas

Goal 4. Be inclusive in telling all sides of the military story

a) Tell the story of the Battle of 1813 and how it set the stage for the 1835/36 revolution and the Alamo story. Include the story of the people living in the area who did not participate in the 1836 battle and why. Include the background story of the Companias Volantes, expand story of Tejanos supporting revolution, the Volunteer Army of Texas and the Mexican Army of Operations in Texas.

- provide context for visitors to understand the daily lives of volunteers, soldiers and camp followers, including uniforms, equipment, food, music and medicine
- interpret the Mexican pioneer story, present the point of view of Mexico and what the revolution and battles meant from the Mexican perspective
- provide evidence-based content and context for role of the women and children as eyewitnesses
- provide evidence-based content and context for the role of the African Texans as eyewitnesses, combatants and non-combatants
- include Alamo survivors and their roles as combatants and/or couriers
- include the Texian Army in February and March of 1836 as it relates to possible reinforcements, supplies and communications

Goal 5. Tell the story of the local population's participation and reaction to the battle

- a) visitors of all ages will understand the impact of participation and the reaction of the local population of Béjar and the surrounding area to the Texas Revolution and the Battle of the Alamo
- b) provide context and interpretation for the following: What did Tejanos/Native Americans stand to lose ecologically, socially, and culturally? What was the impact on the enslaved and freedmen population?
- c) the emotional impact of the fall of the Alamo as reflected through correspondence, journalistic accounts, military and government reports on both sides
- d) the impact of the fall of the Alamo as it motivated many volunteers to enlist
- e) the political impact in the19<sup>th</sup> and 20<sup>th</sup> century of the fall of the Alamo as it set the stage for the US-Mexico War and acquisition of the Southwest US
- f) the Alamo Compound as an early tourist attraction
- g) the creation of the Alamo myths

Goal 6. Examine the role and influence of slavery

# THEME C: The Alamo area is a place of remembrance, honor and respect

- Goal 1. Recognize all cultures and events in the Alamo area that have contributed to the history of the Alamo area experience
  - a) Include in the interpretation of the history of the Alamo area the perspectives of :
    - Native Americans
    - Spaniards
    - Mexicans
    - Canary Islanders
    - Presidio Soldiers
    - African Americans
    - Mexican Americans
    - Americans
- Goal 2. Regard the Alamo area with reverence, honor and respect as a tribute to all who lived, fought and died there
  - a) Native Americans who lived in the area
  - b) the Missionary and Indian led Settlement
  - c) Pueblo San Antonio de Valero
  - d) Tejanos, Bexareños, Texians
  - e) Spanish Military
  - f) Mexican Military
  - g) American Military
  - h) the enslaved and freedmen
  - a) Along with information on those that died at the Battle of the Alamo, interpretive information will include:
    - the traditional location for cemeteries was in front of the church, the Campo Santo was in front of the existing Alamo church and was originally used by the Coahuiltecan Bands, Coco, Karankawa, Apache, Comanche and other Native Americans subsequently buried at Mission San Antonio de Valero
    - the identification, protection, preservation and the story behind the Campo Santo include death rites, location and time of the burials and identity of those buried there
    - the significance and importance to the story of the Canon law-- that non-Catholics could not be buried in a Campo Santo

# THEME D: The Alamo area experience has evolved over more than 300 years and continues to be a community gathering place

Goal 1. Present what the Alamo area looked like over the different periods of its more than 300 years of history.

Include:

- a) the Yanaguana/pre-mission period
- b) Mission Period (1718 1794)
- c) secularization of the mission, shops opened in the structures of the west and south sides of the Plaza
- d) evolution and expansion of the civil settlement
- e) related sites and features such as: the Campo Santos, La Villita, the Camino Real, ranching, farming, acequias, the barrios to the north and south, the Barrio de Valero and Laredito
- f) Tejanos: 1813 -- first Independent Texas, discuss Tejanos self-determination need for freedom and independence
- g) Spanish Military Period (1801-1821)
- h) Mexican Military Period (1821-1836)
- i) Republic of Texas Period (1836-1845) Include Tejano families living outside the walls in the story of the Alamo
- j) American Military Period (1845-1880)
- k) the Civil War Period (1861 1865)
- l) the beginning of urbanization (1880-1900)
- m) involvement of governmental, historical and preservation organizations: Texas State Historical Association, General Land Office, Texas Historical Commission, Camino Real de las Tejas Association and the Daughters of the Republic of Texas
- n) a respectful gateway to the Alamo site

Goal 2. Present the Alamo's relationship to other sites, missions and historically related locations.

- a) Include Native American history, pre-mission and mission periods, secularization, the communities, entertainment and retail surrounding the Plaza and the beginnings and continuation of urbanization.
- Goal 3. Review historic and current commercial ventures in the Alamo Plaza area and ensure future commerce and programming honors, respects and complements the area



## COOPERATIVE AGREEMENT BETWEEN THE GENERAL LAND OFFICE, THE ALAMO ENDOWMENT AND THE CITY OF SAN ANTONIO REGARDING THE JOINT MASTER PLAN FOR THE ALAMO HISTORIC DISTRICT AND THE ALAMO COMPLEX

This **COOPERATIVE AGREEMENT** ("Agreement") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO"), by and through the Commissioner of the General Land Office, the **ALAMO ENDOWMENT**, a Texas non-profit corporation ("the Endowment"), and the **CITY OF SAN ANTONIO**, **TEXAS** (the "CITY"), by and through its Mayor. The GLO, the Endowment and the CITY are individually referred to as a "Party" and collectively referred to as "the Parties."

WHEREAS, pursuant to an act of the Legislature of the State of Texas, codified at Chapter 31, Subchapter I, of the Texas Natural Resources Code, the GLO has jurisdiction of the Alamo Complex, is responsible for the preservation, maintenance, and restoration of the Alamo Complex and its contents, and is responsible for the protection of the historical and architectural integrity of the exterior, interior, and grounds of the Alamo in San Antonio, Texas and all its contents (the "Alamo Complex", as identified in Exhibit A); and

WHEREAS, the Endowment is a non-profit, tax exempt corporation organized for charitable and educational purposes to assist the GLO in the preservation, management, education, maintenance, operation and restoration of the Alamo Complex; and

WHEREAS, the City owns the area referred to as the Alamo Park Plaza (identified in Exhibit A) and is responsible for the regulation of development surrounding the area; and

WHEREAS, the GLO and the CITY entered into a Memorandum of Understanding (the "MOU") dated April 9, 2015, that reflects the Parties agreement to develop a joint master plan that encompasses the entire Alamo Plaza Historic District, including the Alamo Complex itself (the "Joint Master Plan"); and

WHEREAS, the MOU obligated the GLO and the Cl'I'Y to enter into an Interlocal Agreement further detailing and defining the Joint Master Plan process as well as each Party's role, expectations, rights, responsibilities, and obligations in connection with the development of the Joint Master Plan for the Alamo Plaza Historic District and the Alamo Complex; and

WHEREAS, subsequent to the Parties executing a MOU, the State legislature enacted laws regarding the Alamo Complex and the role of the GLO regarding the site; and the Alamo (as part of the San Antonio Mission trail) was designated a World Heritage Site by the United Nations Educational, Scientific and Cultural Organization;

NOW, THEREFORE, it is agreed between the Parties as follows:

#### I. PURPOSE

1.1 This Interlocal Agreement between the Parties provides for the funding, master planning, project management, and approval process of the Joint Master Plan, according to the terms and conditions detailed below.

(



## II. SCOPE OF THE PROJECT

2.1 'This Agreement details and defines each Party's role, expectations, rights, responsibilities, and obligations in connection with the development of the Joint Master Plan for the 37 acre Alamo Plaza Historic District that includes the Alamo Plaza and the Alamo Complex.

2.2 The GLO and the Endowment, in coordination and consultation with the CITY, will seek qualified multidisciplinary professionals to develop a Joint Master Plan for the Alamo Plaza Historic District and the Alamo Complex. The Joint Master Plan professionals will include, but not be limited to, the following components: investment and management plan, implementation strategies, interpretation elements, and a physical master plan for the Alamo Plaza Historic District and the Alamo Complex.

2.3 The GLO and/or the Endowment shall execute Professional Services Agreements with each company selected to be part of the multi-disciplinary team to create the Joint Master Plan (collectively "the Vendors"). The Joint Master Plan shall be completed by the Vendors no later than July 2016.

2.4 The GLO, Endowment and City shall work, to the best of their efforts, with the Vendors to draft and develop the Joint Master Plan.

2.5 Notwithstanding anything contained herein, the Parties acknowledge and agree that the Executive Committee, pursuant to Paragraph 4.1 below, shall make the final determinations and have final approval over the final contents of the Joint Master Plan.

#### **III. VISION AND GUIDING PRINCIPLES**

3.1 The Parties agree and acknowledge that they will be guided throughout this Joint Master Plan process by the vision and guiding principles for the Alamo area listed in Exhibit "B" hereto and incorporated by reference.

#### IV. ROLES AND RESPONSIBILITIES FOR THE PROJECT

1. An EXECUTIVE COMMITTEE is created to provide executive management oversight for the Joint Master Plan:

- 1.1. The Texas Land Commissioner and Mayor of San Antonio will serve as the Executive Committee.
- 1.2. The Executive Committee will meet quarterly or as needed. The Management Committee will attend all Executive Committee meetings. The GLO and the Endowment will schedule, coordinate, draft and distribute the agenda, and conduct the Executive Committee meetings. The Executive Committee meetings will include project updates, policy items for discussion or action, and any other items as necessary.
- 1.3. Any areas of potential conflict between the Parties shall be promptly brought to the Executive Committee's attention by the Management Committee.
- 1.4. Executive Committee meetings shall be confidential. Attendance at such meetings shall be limited to Vendors' representatives and members of the Management Committee and the Executive Committee, and/or their designees.
- 1.5. Before the Vendors issue the final Joint Master Plan, the members of the Executive Committee shall use their best efforts to attempt to unanimously approve its entire contents. If any portion of the Joint Master Plan is not unanimously approved by the Executive Committee, the Parties agree that the unapproved portion(s) shall not be included in the final version of the Joint Master Plan.



2. An ALAMO ADVISORY GROUP is created to provide input and suggestions to the Management Committee in keeping with the Vision and Guiding Principles of the Alamo Plaza Historic District. The members of this Alamo Advisory Group shall be as follows:

- 2.1. The State Senator for District 26;
- 2.2. The State Representative for District 123;
- 2.3. The Bexar County Judge;
- 2.4. The San Antonio City Council member for District 1;
- 2.5. The City Manager of San Antonio, or her designee; and
- 2.6. A representative appointed by the GLO.
- 2.7. The Alamo Advisory Group will meet quarterly or as needed. Members of the Management Committee, as well as such persons designated by the Executive Committee members, shall attend all Alamo Advisory Group meetings. The Management Committee will schedule, coordinate, draft and distribute the agenda, and conduct the Alamo Advisory Group meetings. The Alamo Advisory Group meetings will include project updates and policy issues for discussion.
- 2.8. The Alamo Advisory Group may request certain policy items be considered by the Management Committee for possible presentation to the Executive Committee.
- 2.9. The Alamo Advisory Group meetings will be confidential.

3. A CITIZEN ADVISORY GROUP will provide citizen input in an advisory capacity to the Management Committee on the development of the Joint Master Plan to ensure it is in keeping with the Vision and Guiding Principles of the Alamo Plaza Historic District.

- 3.1. The City's Citizen Advisory Group will be expanded to a 26 member group that includes the 21 members appointed by the Mayor and City Council and an additional 5 to be appointed by the GLO.
- 3.2. The Citizen Advisory Group may meet bi-monthly or as needed. The Management Committee will schedule, coordinate, draft and distribute the agenda and will facilitate these meetings. Citizen Advisory Group meetings will include project and schedule updates as they relate to the Joint Master Plan.
- 3.3. The Citizen Advisory Group may suggest to the Management Committee that certain policy items be elevated to the Executive Committee.
- 3.4. The Citizen Advisory Group meetings will be open to the public.

4. The MANAGEMENT COMMITTEE will provide day to day management of the development of the Joint Master Plan:

- 4.1. The Management Committee will consist of six (6) voting members, to include (a) two representatives appointed by the Mayor, (b) two representatives appointed by the GLO, and (c) two representatives appointed by the Endowment. Each member of the Executive Committee also may designate persons who can attend the Management Committee meetings. The GLO and the Endowment will staff these meetings.
- 4.2. The Management Committee will elect a Chairman and Vice Chairman. The Chairman will coordinate and run all meetings. In the absence of the Chairman, the Vice Chairman will perform the duties of the Chairman.
- 4.3. The Management Committee is responsible for ensuring project deliverables, scope of work, budget, and schedule updates are provided by the Vendors in a timely manner.
- 4.4. The Management Committee will be responsible for directing the Vendors regarding their obligations to provide project deliverables in terms of scope, schedule and quality.



- 4.5. The Management Committee, or its designee(s), shall coordinate all meetings of the Executive Committee, Alamo Advisory Group, and Citizen Advisory Group and other meetings, as appropriate.
- 4.6. 'The Management Committee, or its designee(s), will be responsible for the preparation of agendas for meetings of the Executive Committee, Alamo Advisory Group, and Citizen Advisory Group and for ensuring that all committee members receive calendar notices and agendas for such meetings.
- 4.7. The Management Committee, or its designee(s), shall provide advance notice of all public meetings and other Joint Master Plan related meetings to designated GLO and CITY representatives as necessary to support the Joint Master Plan development.
- 4.8. The Management Committee shall provide monthly status reports regarding the development of the Joint Master Plan to the Executive Committee. The Management Committee members shall endeavor to mutually agree on the format and contents of the monthly status reports, though the GLO members shall make the final determination.
- 4.9. Management Committee meetings will be confidential.

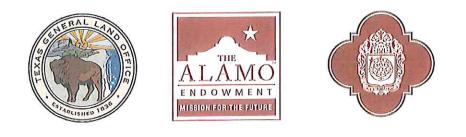
5. The general organizational structure of the Joint Master Plan project is set forth in Exhibit "C" hereto and incorporated by reference.

#### 6. CITY RESPONSIBILITIES

- 6.1. The City will appoint a Project Coordinator/Manager that will report to the Management Committee for consultation and coordination on the Joint Master Plan.
- 6.2. The CITY will defer to the GLO for all matters related to property owned by the State, including, without limitation, the Alamo Complex.
- 6.3. The CITY shall assist in the coordination, facilitation and outreach associated with the development of the Joint Master Plan.
- 6.4. The CITY shall jointly work with the GLO, the Endowment, and their designees, in the drafting and development of Joint Master Plan deliverables.
- 6.5. The CITY will provide timely review and comment regarding Joint Master Plan deliverables to the GLO.
- 6.6. The CITY shall work with appropriate local, state and federal governmental agencies to facilitate the Joint Master Plan.

## 7. GLO'S AND ENDOWMENT'S RESPONSIBILITIES

- 7.1. The GLO and the Endowment will appoint a Project Coordinator/Manager that will report to the Management Committee for consultation and coordination on the Joint Master Plan.
- 7.2. The GLO and the Endowment will jointly serve as the lead entity for the Joint Master Plan.
- 7.3. The GLO, the Endowment, and their designees, shall jointly work with the City in the drafting and development of Joint Master Plan deliverables.
- 7.4. The GLO will defer to the CITY for all matters related to property owned by the CITY, including, without limitation, Alamo Plaza.
- 7.5. The GLO, the Endowment, and their designees, will provide timely review and comment regarding Joint Master Plan deliverables to the CITY.
- 7.6. The GLO and the Endowment shall assist in the coordination, facilitation and outreach associated with the development of the Joint Master Plan.
- 7.7. The GLO and the Endowment will fund the Joint Master Plan costs in accordance with Section V herein.
- 7.8. The GLO and the Endowment shall assist with the coordination with other local, state, and federal government landowners and entities and private landowners and entities to support the development of the Joint Master Plan.



#### **V. FUNDING**

5.1 The Parties agree and acknowledge that the funding responsibilities under the Professional Services Agreements with the Vendors shall be borne exclusively by the GLO and the Endowment, pursuant to Chapter 31, Subchapter I of the Texas Natural Resources Code. Each Party shall bear its own costs, fees, and expenses incurred in connection with any of that Party's actions under this Agreement.

5.2 The Parties agree that they shall make good faith efforts to pursue funding for implementation of the recommendations made in the final Joint Master Plan. The CITY's good faith efforts may include a proposed allocation in the 2017 bond program for infrastructure improvements. The GLO's good faith efforts may include seeking funding from the Texas Legislature and fundraising to be conducted by the Endowment.

#### VI. ACCESS TO DATA

6.1 Both Parties shall have a right to all reports, drafts of reports, or other material, data, drawing, computer programs, and codes associated with the Joint Master Plan and developed by the Vendors.

#### VII. TERM

7.1 This Agreement shall be effective as of the date executed by the last Party and shall terminate on the later of December 31, 2016 or upon adoption of the Joint Master Plan. The Parties, at their own discretion, may extend this Agreement subject to terms and conditions mutually agreeable to both Parties.

#### VIII. EARLY TERMINATION

8.1 Either Party may terminate this Agreement, with or without cause, by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Notwithstanding termination of this Agreement, the Parties, through their Vendors, may still complete those portions of the Joint Master Plan that address their separate properties without the assistance of the remaining Parties.

#### IX, APPLICABLE LAWS

9.1 All of the work performed under this Agreement by the Parties and any of their contractors, including the Vendors, shall comply with all applicable laws, rules, regulations and codes of the United States and State of Texas.

#### X, NOTICE

10.1 Any notices required under this Agreement shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

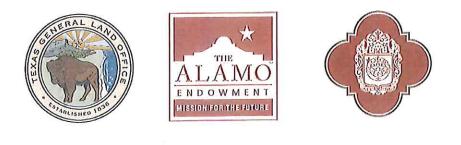
#### GLO

Texas General Land Office N. Congress Avenue, Mail Code 158 Austin, TX 78701 Attention: General Counsel

## ENDOWMENT The Alamo Endowment P.O. Box 13273 Austin, TX 78711 Attention: George P. Bush, Chairman

CITY

City of San Antonio 1700 P. O. Box 839966 San Antonio, Texas 78283-3966 Attention: City Manager



10.2 A copy of the notice also shall be sent simultaneously by electronic mail to the City Manager, GLO's General Counsel and the Endowment's Chairman. Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

#### XI, INDEPENDENT CONTRACTOR

11.1 It is expressly agreed and understood that each Party is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that each of the other Parties shall be in no way responsible therefore, and that no Party hereto has authority to bind the any other Party nor to hold out to third parties that it has the authority to bind the any other Party. Nothing herein contained shall be deemed or construed to create the relationship of employer-employee, principal-agent, an association, joint venture, partners, or partnership or impose a partnership duty, obligation or liability among the Parties. No third party beneficiaries are created by this Agreement. This Agreement is not intended to and shall not create any rights in or confer any benefits upon any other person other than the Parties.

#### **XII. STATE FUNDING**

12.1 This Agreement shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Agreement may be unilaterally terminated by the GLO. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

#### XIII. SOVEREIGN IMMUNITY

13.1 Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the GLO, the State of Texas or the CITY.

#### XIV. ASSIGNMENT

14.1 No Party may assign or transfer its interest in this Agreement or any portion thereof without the written consent of the governing bodies of each of the Parties. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

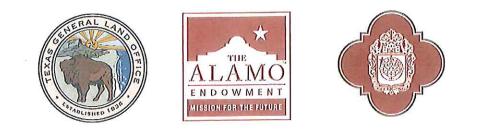
#### XV. GENDER AND TENSE

15.1 Words of either gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

#### XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the CITY, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, thereby added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable, to be legal, valid and enforceable.

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## XVII. ENTIRE CONTRACT AND MODIFICATION

17.1 This Agreement and its integrated Exhibit(s) constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Exhibit(s) shall be harmonized with this Agreement to the extent possible. Unless such integrated Exhibit specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language shall be construed consistently with the terms of this Agreement.

#### XVIII. COUNTERPARTS

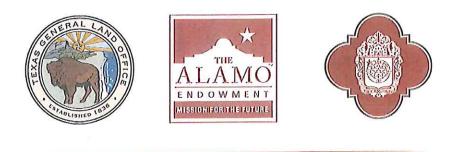
18.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Agreement.

#### XIX. PROPER AUTHORITY

19.1 The signers of this Agreement represent that they have full authority to execute this Agreement on behalf of the GLO, the Endowment and the CITY respectively, and that the respective governing bodies of the GLO, the Endowment and the CITY, have authorized the execution of this Agreement.

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IN WITNESS WHEREOF this Interlocal Agreement is entered into and shall be effective on the last date of either party's signature below.

TEXAS GENERAL LAND OFFICE By: GEORGE P. BUSH Commissioner of the General Land Office 7,2015 ov. Date: Legal Director Gen. Counsel Executive U THE ALAMO ENDOWMENS

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( )

By: GEORGE P.B Cl aliman avel By: GENE POWERI Secretary

Vov. 17 2015 Date

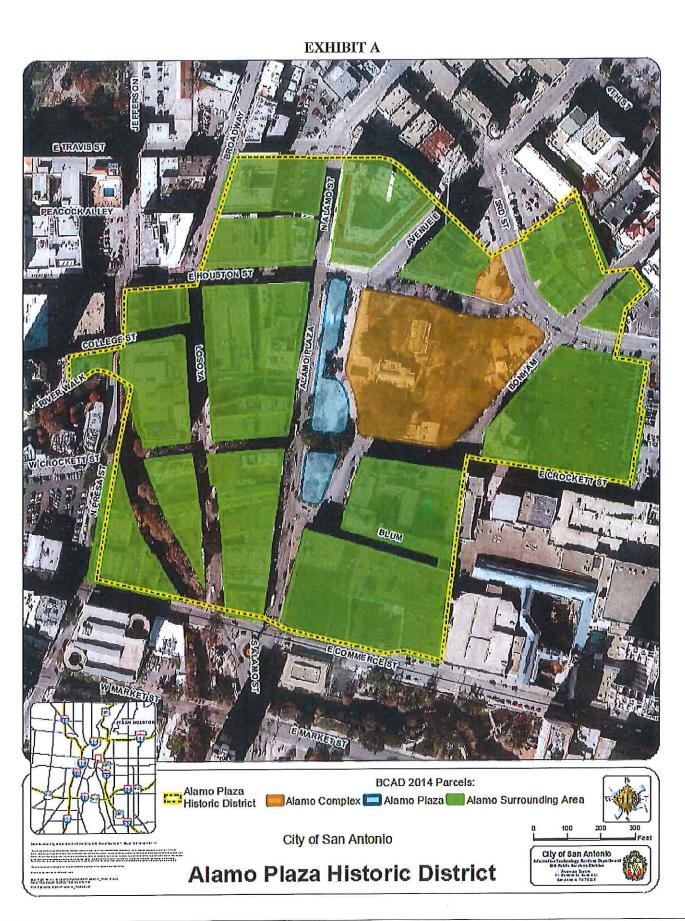
Date

## CITY OF SAN ANTONIO, TEXAS

By: Ivy R. of Mayor By: City Manager fille

Date

Date



COEXPERIATIVE AGREEMENT Cooperative Agreement and Amendment

## EXHIBIT B AGREED VISION AND GUIDING PRINCIPLES

## Vision

- Engage local residents and visitors in ways to personally connect to the Alamo area experience.
- Tell the story of the Alamo as part of the settlement of San Antonio and the surrounding area.
- Tell the story of the Alamo as part of the entire chain of Spanish Colonial Missions and their support structure. This will include, but not be limited to, the headwaters of the San Antonio River, the acequias that brought water to the missions, the four other missions owned by the National Park Service and the Catholic Diocese, and the mission farm known as Rancho de los Cabras.
- Tell the story of the Battle of the Alamo and its impact on the Republic of Texas, the City of San Antonio, the State of Texas, the United States and the international community.
- Include and interpret the diverse cultures that contributed to the story of the Alamo area through meaningful and memorable experiences for visitors.
- Tell the in-depth history of the Alamo area to the present day as a tribute to all who lived, fought, and died there.
- Give visitors and local residents a world class experience befitting the history of the Alamo and the World Heritage designation of all five missions.

## **Guiding Principles**

- The 1836 Battle of the Alamo, the most widely recognized event, provides an opportunity to tell the entire history of the Alamo area
- Unified leadership under the management of a single steward (public and private) with a sustainable business model
- Preservation and interpretation based on historical and archaeological evidence
- Embrace intellectual, experiential and physical accessibility
- Balance scholarship, historical context, folklore and myth to provide an engaging visitor experience
- Create a premier Visitor Experience through physical space and interpretation
- Embrace the continuum of history to foster understanding and healing
- Enhance connectivity and wayfinding to the Alamo Complex and Plaza from key access points, and connectivity from the Alamo to the river, neighborhoods, La Villita, the cathedral, and the other Plazas
- Provided an expanded visitor experience that includes all five missions and their original support structure.

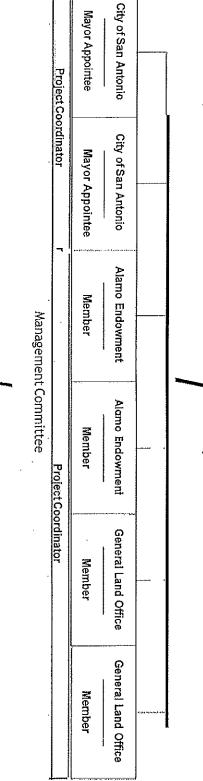
Exhibit C

# The Alamo

**Cooperative Agreement** 

Мауог	Cily of San Antonio
Commissioner	General Land Office

Executive Committee



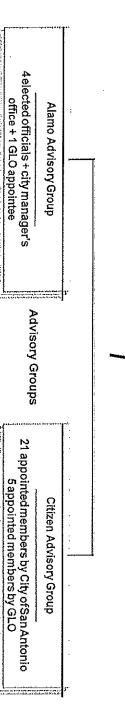


Exhibit C Cooperative Agreement and Amendment

# The State of Texas









Texas General Land Office

# AMENDMENT TO COOPERATIVE AGREEMENT

This amendment is entered into by and between the GENERAL LAND OFFICE (the "GLO"), by and through the Commissioner of the General Land Office, the ALAMO ENDOWMENT, a Texas non-profit corporation ("the Endowment"), and the CITY OF SAN ANTONIO, TEXAS (the "CITY"). The GLO, the Endowment and the CITY are individually referred to as a "Party" and collectively referred to as "the Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**WHEREAS,** the Parties entered into a Cooperative Agreement (hereinafter referred to as "the Agreement") on October 15, 2015 that sets out the Parties' roles and the process for developing and adopting a Joint Master Plan for the Alamo Historic District and Alamo Complex;

**WHEREAS,** the Parties have determined that the term of the Agreement should be extended to allow the Parties to continue their joint efforts to fully implement the Alamo Master Plan through the Agreement, which details and defines each Party's role, expectations, rights, responsibilities and obligations in connection with the design and implementation of the approved Alamo Master Plan;

**NOW THEREFORE,** the Parties agree to amend the Agreement as follows:

- 1. Section 7 is amended by striking (strike) language in section 7.1 as set out below, and adding (add) language in section 7.2 as set out below:
  - 7.1 This Agreement shall be effective as of the date executed by the last Party and shall terminate on the later of December 31, 2016 or upon adoption of the Joint Master Plan. The Parties, at their own discretion, may extend this Agreement subject to terms and conditions mutually agreeable to both Parties.

- 7.2 <u>The term of this Agreement will continue until all actions necessary to design and</u> implement the approved Joint Master Plan have been completed.
- 2. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

**IN WITNESS WHEREOF** this Amendment is entered into and shall be effective on the last date of either party's signature below.

## TEXAS GENERAL LAND OFFICE

By:	Date:
GEORGE P. BUSH,	
Commissioner of the General Land Office	
Legal	
Director	
Gen. Counsel	
Executive	
THE ALAMO ENDOWMENT	

By:

By:

Date: \_\_\_\_\_

GEORGE P. BUSH, Chairman

Date: \_\_\_\_\_

GENE POWELL, Secretary

# CITY OF SAN ANTONIO, TEXAS

By:

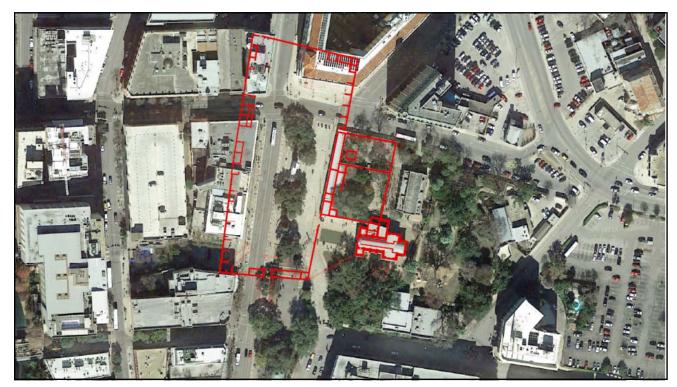
IVY R. TAYLOR, Mayor Date: \_\_\_\_\_

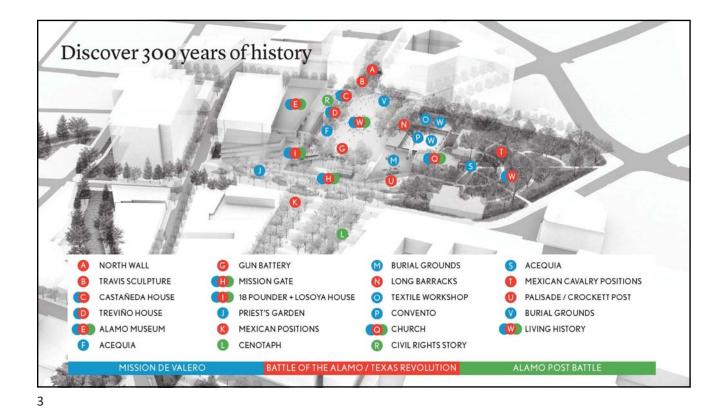
By:

Date: \_\_\_\_\_

SHERYL SCULLEY, City Manager







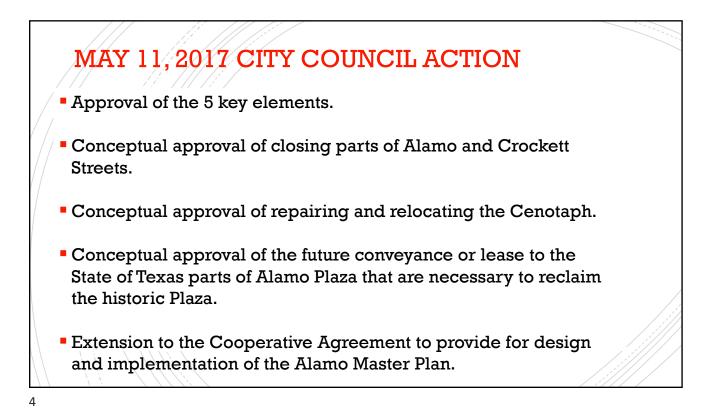


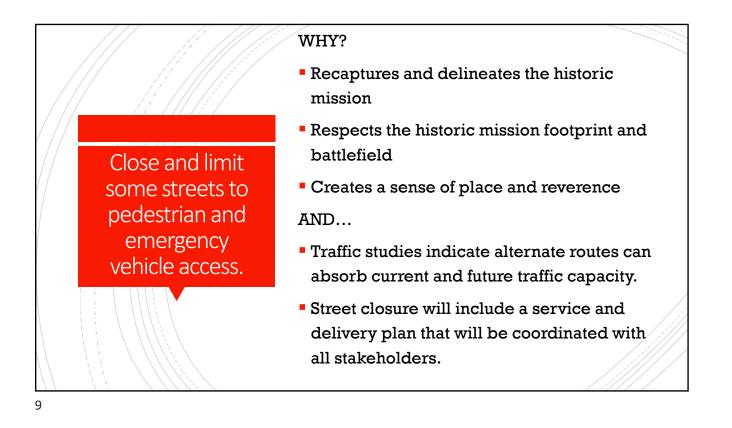
Exhibit D 10-18-18 Alamo Plan Presentation to City Council

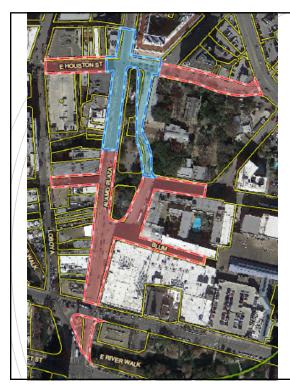






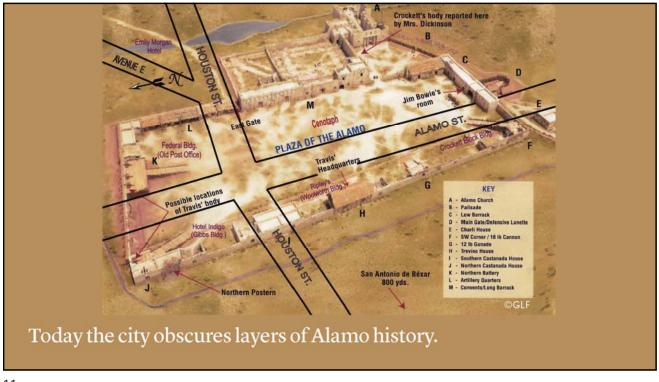




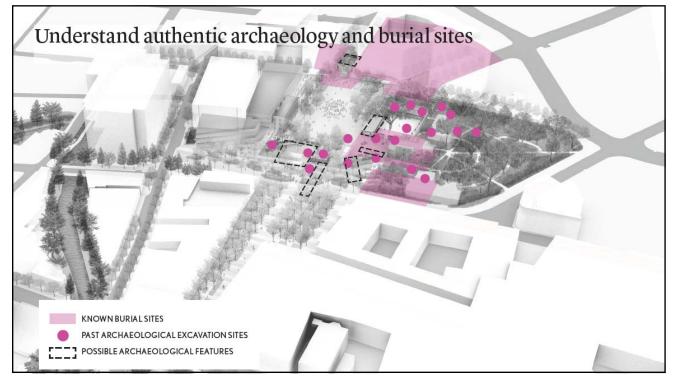


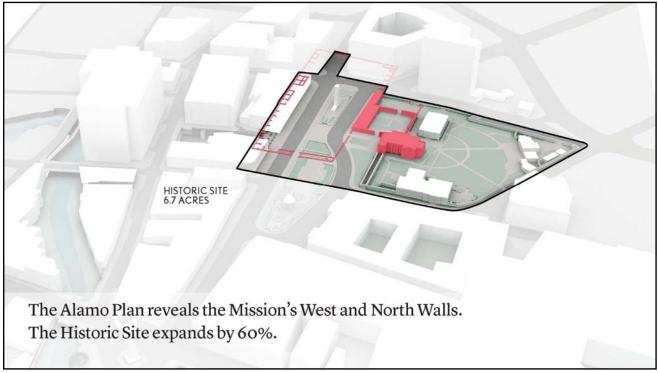
Restrict vehicular access to sections of Alamo Street, Alamo Plaza, Houston Street, Crockett Street, Blum Street (Red)

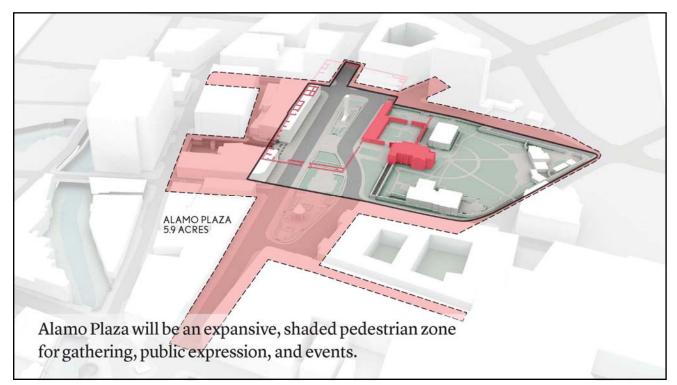
Close sections of Alamo Street, Alamo Plaza, and Houston Street (Blue)

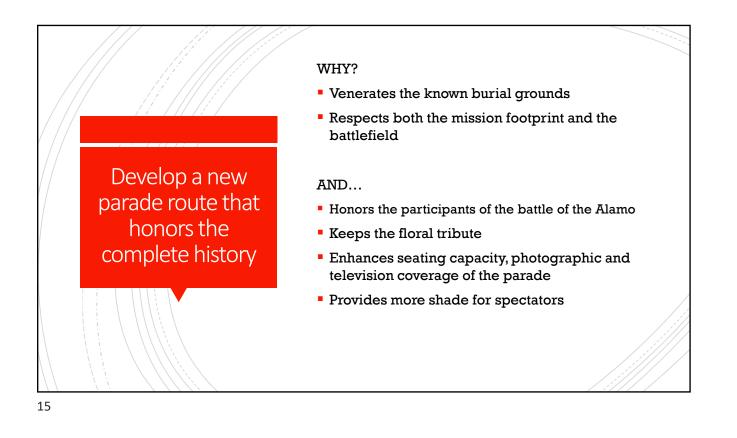


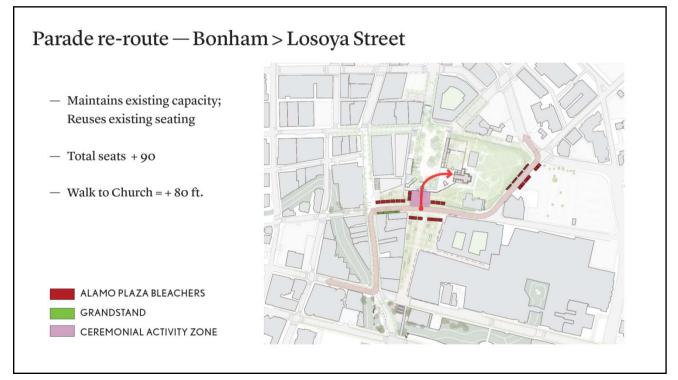


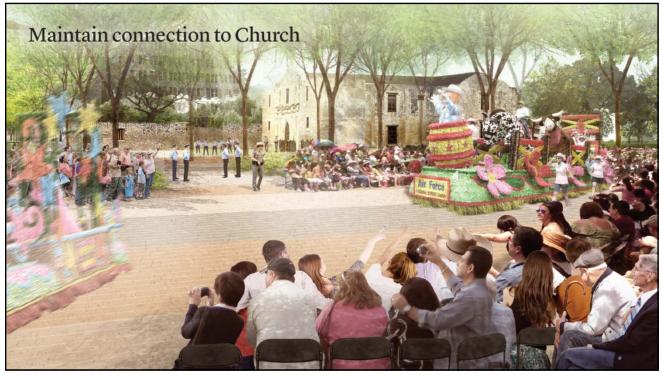






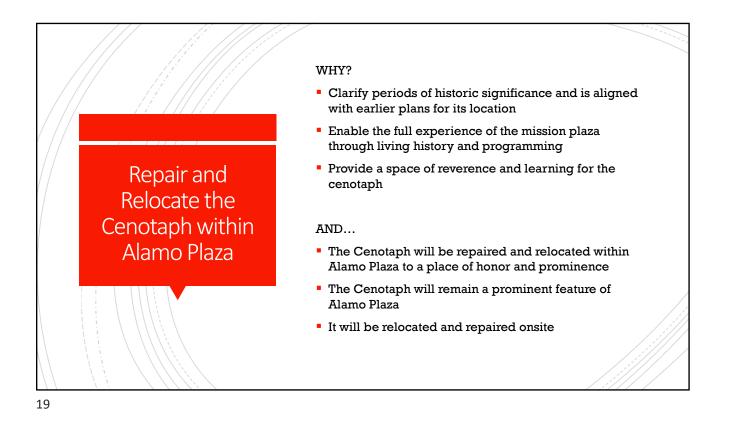










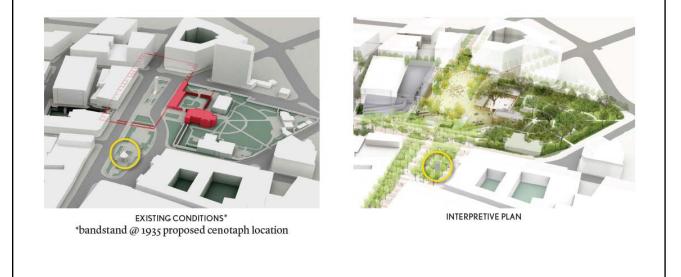




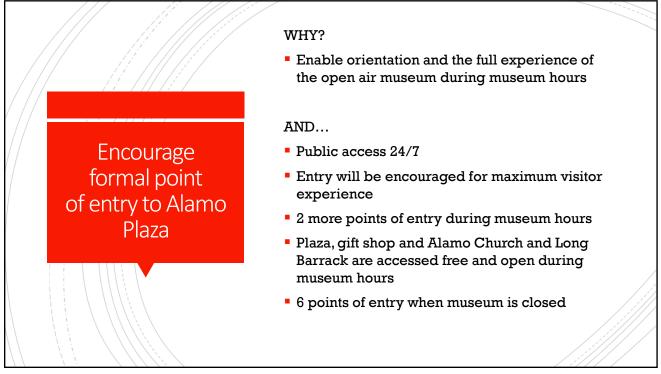


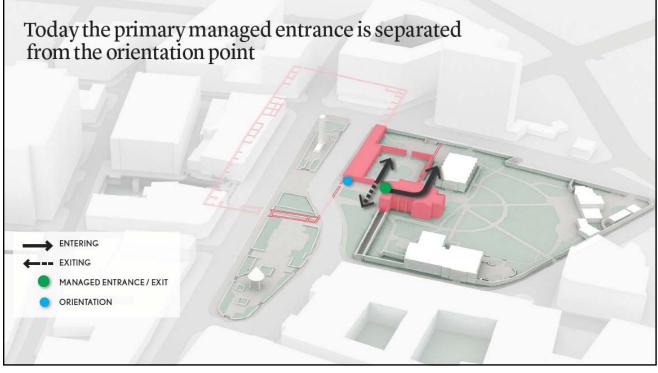


Relocating the cenotaph clarifies periods of historic significance and is aligned with earlier plans for its location

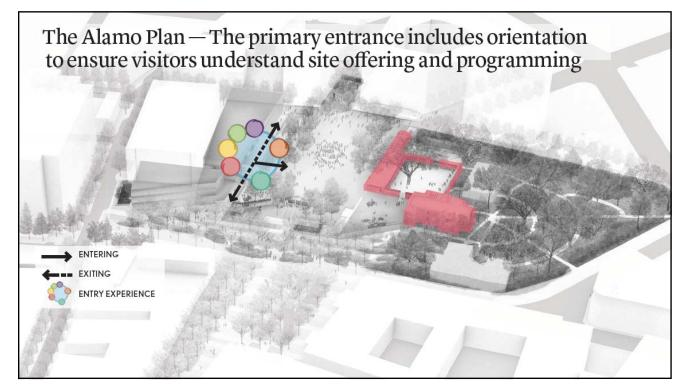




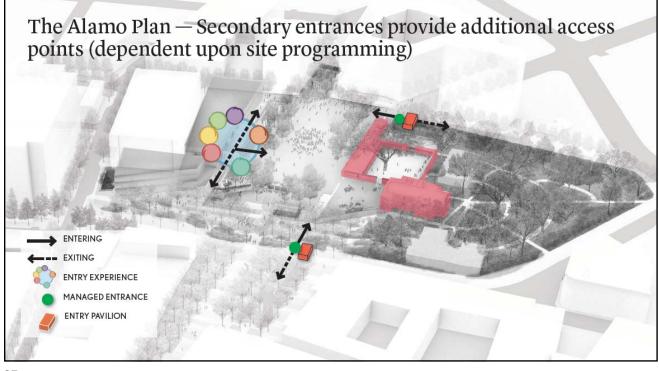




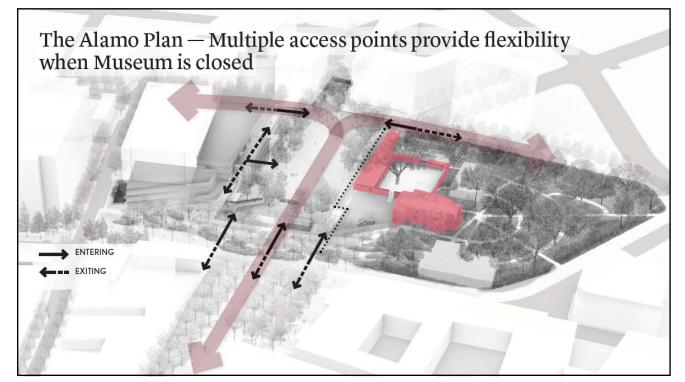




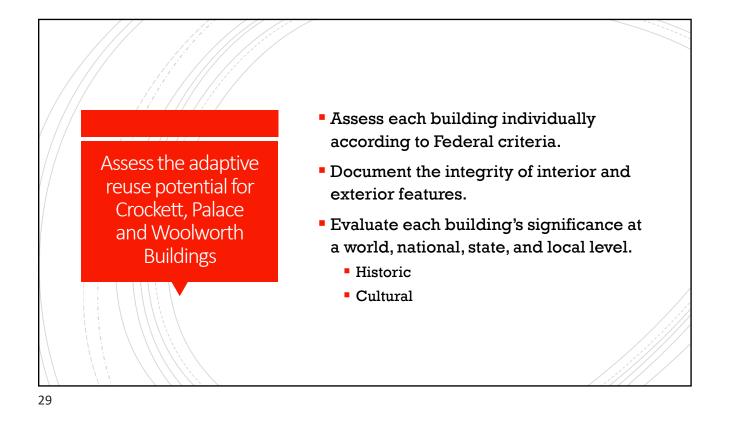








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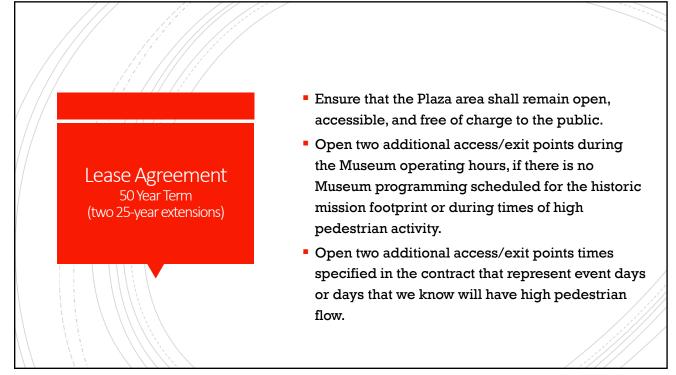




% Agree/Strongly Agree With Statements	Overall	Texas Prospects	San Antonio Prospects	Feeder Market Prospects	Hispanic Prospects
Create a more reverent space around The Alamo where the public can fully understand the historic core and context of the site.	73%, 23%, 4%	75%, 22%, 4%	72%, 23%, 6%	69%, 29%, <b>3%</b>	77%, 19%, 5%
Provide more trees and shade on the site.	73%, 24%, <b>3%</b>	75%, 22%, 3%	75%, 20%, 4%	67%, 31%, <b>3%</b>	76%, 20%, 4%
Reclaim and delineate the footprint of the original Alamo mission and battlefield site.	69%, 26%, 5%	70%, 25%, 5%	67%, 27%, 6%	62%, 32%, <mark>6%</mark>	69%, 26%, <b>6%</b>
Add a state-of-the-art museum that includes the Phil Collins collection of Alamo artifacts along with other collections, interactive exhibits, and theaters about The Alamo story.	68%, 28%, <b>5%</b>	70%, 26%, <b>4%</b>	70%, 25%, <b>5%</b>	58%, 38%, <b>4%</b>	70%, 25%, <b>5%</b>
Close streets near The Alamo church so the plaza in front of the church is for pedestrians only.	67%, 26%, <b>7%</b>	68%, 25%, <b>7%</b>	59%, <mark>26%, 15%</mark>	63%, 33%, <b>4%</b>	66%, 25%, <b>9%</b>
Repair/restore The Alamo Cenotaph, add names of missing Defenders, relocate the Cenotaph to a prominent location outside the historic mission footprint, visible from the Church.	63%, 31%, <b>6%</b>	66%, 28%, <b>6%</b>	62%, 28%, 9%	54%, 42%, <b>5%</b>	66%, <b>27%, 8%</b>
Remove commercial activities like Ripley's and Tomb Raider from the historic core around The Alamo church.	50%, 33%, <b>17%</b>	51%, 32%, <b>17%</b>	44%, 33%, <b>23%</b>	50%, 38%, <b>12%</b>	41%, 33%, <b>26%</b>
Give The Alamo a real entrance with a wow factor.	46%, 32%, <b>22%</b>	48%, 30%, <b>22%</b>	51%, 26%, <b>23%</b>	38%, 41%, <b>21%</b>	54%, 26%, <b>20%</b>
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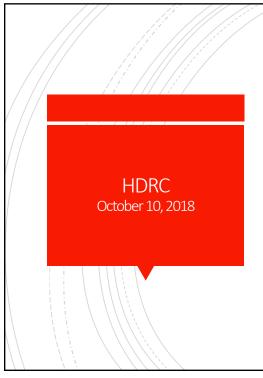




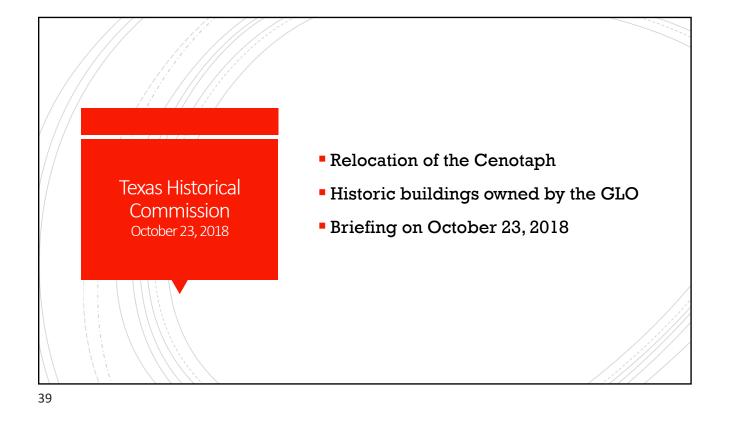


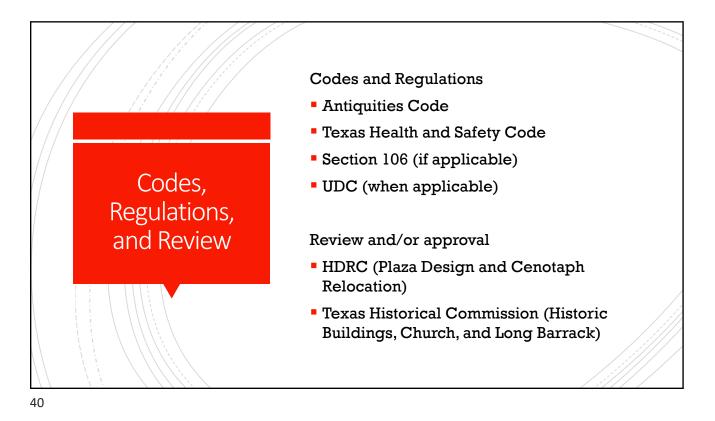






- Conceptual approval of the Alamo Plaza design, alterations to the Paseo del Alamo, Maverick Walk, and Torch of Friendship areas to include connections to the River Walk.
- Final approval to dismantle, repair, and reassemble the Cenotaph in the Alamo Plaza at the approximate location of the existing bandstand.

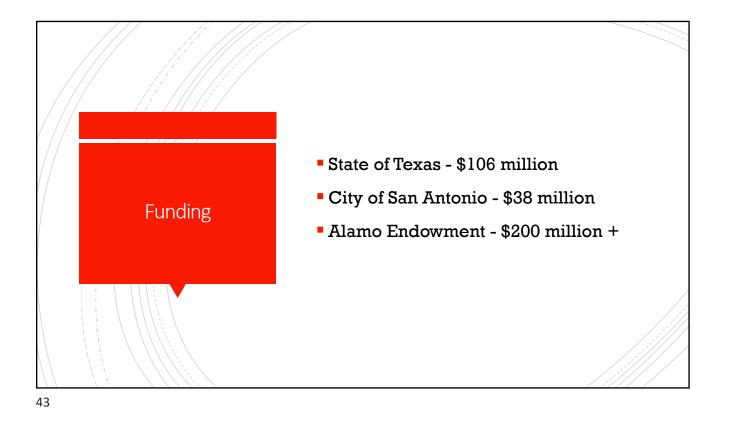








- The closing, vacating and abandoning sections of right-of-way located on Alamo Street, Alamo Plaza, and Houston Street;
- Limiting sections of right-of-way located on Alamo Plaza, Alamo Street, Blum Street, Crockett Street, and E. Houston Street to pedestrian traffic and emergency vehicles;
- Approving a ground lease and management agreement with the Texas General Land Office for property located in the historic Alamo mission footprint and property required for the development and management of the proposed Alamo visitor center and museum; and
- Authorizing the negotiation and execution of all necessary documents related to the restoration and relocation of the Cenotaph within the Alamo Plaza area.







# Ground Lease and Management Agreement Alamo Plaza

This Ground Lease and Management Agreement ("Lease") is between the CITY OF SAN ANTONIO ("CITY"), acting by and through its City Manager pursuant to Ordinance No. 2018-10-18-0820, and the State of Texas, acting by and through the Texas General Land Office, on behalf of the Alamo complex ("GLO")

#### Background

- A. The GLO currently operates on behalf of the State of Texas the Alamo complex consisting of the Alamo Church, the Long Barrack, various other buildings on the Alamo grounds, the Alamo gardens and three buildings on Alamo Plaza known as the Crockett, Old Palace, and Woolworth buildings.
- B. The City owns Alamo Plaza, the streets surrounding the Alamo Church and Plaza, the Cenotaph, the areas surrounding the Cenotaph, and the areas where the bandstand and gazebo are located.
- C. The City, GLO, and the Alamo Endowment entered into a Cooperative Agreement in October 2015 that established a process and respective roles and responsibilities to develop a Master Plan that encompasses the Alamo Plaza Historic District and the Alamo Complex. The Cooperative Agreement also created an Executive Committee that includes the Commissioner of the General Land Office and the Mayor of San Antonio and a Management Committee that includes two representatives from the City, the GLO, and the Alamo Endowment. The City Council adopted the Cooperative Agreement as the foundation for the Master Plan.
- D. On May 11, 2017, the San Antonio City Council approved the Master Plan conceptual elements and authorized continued efforts in the interpretive design and implementation of the Master Plan.
- E. Design firms selected by the Management Committee were subsequently hired to further develop and design the Master Plan.
- F. After approximately 200 stakeholder meetings, 51 public meetings around the state, and further Council input, on August 30, 2018, the Alamo Citizens Advisory Committee approved a revised Alamo Plan, as reflected in the August 2018 Alamo Plan book ("the Alamo Plan").
- G. The Alamo Management Committee established under the Cooperative Agreement approved the Alamo Plan on September 4, 2018.
- H. The Executive Committee approved the Alamo Plan on October 2, 2018.

- I. The State of Texas has appropriated approximately \$105 million to preserve and maintain the Alamo and to develop and implement the Alamo Plan.
- J. The City of San Antonio has appropriated \$38 million to facilitate the implementation of the Alamo Plan of which \$21 million is from the 2017 Bond Program approved by the voters and \$17 million is from Certificates of Obligation.
- K. The Parties now seek to enter into a Ground Lease and Management Agreement that incorporates and facilitates the implementation of the Alamo Plan.

Now therefore, the Parties enter in this Ground Lease and Management Agreement under the following terms:

# 1. Leased Premises.

1.01. Premises under this Lease means the Alamo Plaza and associated streets, sidewalks, and walkways as more particularly described in Exhibit A ("Premises"), which is incorporated into this Lease. Parcel A of the Premises will consist of the Alamo Plaza areas identified on Exhibit A. Parcel B of the Premises will consist of the area covered by Alamo Street from Peacock Alley to the southern edge of Paseo del Alamo, and Houston Street from the western edge of Alamo Street to East 3rd Street.

1.02. City leases the Premises to GLO, and GLO leases the Premises from City under the terms of this Lease. GLO is to have and hold the Premises, together with all rights, privileges, easements, appurtenances, improvements (except any existing monuments) and immunities belonging to or in any way appertaining to them. The foregoing includes easements; rights, and privileges of City, existing now or at any time during the Lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Premises. GLO shall respect and honor utility easements existing within the Premises. City represents that it is not aware of any existing leases, licenses or easements on the Premises that would interfere with GLO's quiet enjoyment of the Premises.

1.03. GLO acknowledges and accepts that the Premises includes a parcel subleased by the City to GLO as part of this Lease.

# 2. Lease Term.

2.01. The Lease term for Parcel A shall be fifty (50) years commencing on January 1, 2019 and terminating on December 31, 2068. The Lease term for Parcel B shall begin on the date proscribed in Section 2.02 and end coterminous with Parcel A on December 31, 2068. GLO may automatically renew this Lease

for two (2) additional twenty (25) year terms by providing written notice to the City no later than 180 days before the expiration of the then current term.

2.02. The commencement of the Lease for Parcel B is based on City completion of street improvements in the vicinity and GLO' commencement of design and/or construction of the planned Alamo museum and visitors center. The commencement of the Lease for Parcel B is the earliest of the following triggering events in subparagraphs (a) and (b):

- a. date of written notification from the City of the completion of the street closings of Alamo Street from Peacock Alley to Market Street, Crockett Street from Bonham to Losoya, and Houston Street from Broadway to East 3rd Street; or
- b. July 1, 2021.
- c. Notwithstanding the above, should staging for construction, improvements, or other activities become necessary after July 1, 2020, but before the triggering events identified above for commencement of the Lease for all of Parcel B, the City will coordinate with the GLO to accommodate such staging by temporarily closing portions of a Parcel B as appropriate.
- d. Notwithstanding the above, the City may allow GLO to commence leasing sections of Parcel B before the triggering events identified above occur, if the street closing activities relating to the leased section(s) are completed prior to July 1, 2021.

2.03. Unless renewed, this Lease terminates without further notice when the initial term expires. If renewed, it terminates without further notice when the renewed term expires. GLO's holding over expiration is not a renewal of the Lease and does not give GLO rights under the Lease in or to the Premises.

2.04. If GLO holds over and continues in possession of the Premises after the initial term (or any extension) expires, GLO's occupancy will be at will and subject to all the terms of this Lease.

2.05. At the end of the initial Lease term or any renewal term GLO shall have the option to purchase the Premises for fair market value contingent on City approval of the purchase. If GLO elects to exercise this option, it shall notify the City at least 180 days before expiration of the Lease term.

# 3. Rent.

3.01. In consideration of GLO's commitment to operate the Premises with the highest standards consistent with the significance of this internationally recognized historic site and consistent with terms of this Lease, GLO shall pay no base rent to City.

3.02. GLO voluntarily commits to contribute an annual amount of \$50,000 to the Downtown San Antonio Public Improvement District ("PID") as long as the PID activities continue to provide the category of services outlined below to the Premises:

- a. Maintenance (sidewalks, gateway entry cleanup, pressure washing, graffiti abatement, bird abatement) of the Premises;
- b. Beautification & Landscaping of the Premises;
- c. Hospitality/Ambassador Services Outreach;
- d. Security Assistance;
- e. Marketing & Event Programming; and
- f. Other services focused on maintaining and improving the downtown area for residents, businesses, and visitors.

Every five years the City and GLO shall mutually agree if any adjustment will be made to the voluntary PID contribution based on cost of services or scope of services but in no event will any five-year adjustment be more than 10% of the current annual contribution amount.

# 4. Taxes.

4.01. The City and the GLO are exempt by law from payment of any property taxes. In the event any taxes, general and special assessments, or other charges of any kind are levied on or assessed against the Premises, any interests in the Premises and/or any improvements on the Premises during the Lease term, the GLO shall be solely responsible for (i) contesting any such taxes or assessment and (ii) ensuring that all taxes, charges, and assessments are discharged by the taxing authority.

# 5. Utilities.

5.01. GLO must pay all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Premises throughout the Lease term, including any connection fees.

5.02. GLO will exercise commercially reasonable efforts to incorporate energy efficiency design and practices in the construction, maintenance, and upkeep of the buildings on the premises and in the management of the Premises.

## 6. Management and Use of Premises.

6.01. GLO shall manage and operate the Premises consistent with the Alamo Plan and with the approved concept elements set forth in this Lease.

6.02 GLO represents and warrants that it will comply with the following specific minimum operational requirements in the management and use of the Premises:

- a. Subject to the terms of this Lease, the Alamo Plaza area of the Premises shall remain open, accessible, and free of charge to the public except for:
  - 1) Scheduled special events
  - 2) Closures for routine or special maintenance or construction projects
  - Security or public safety concerns stemming from an unexpected or temporary event, including but not limited to weather events
  - 4) Any other special circumstance or situation that would necessitate temporary closure or limited access to the Premises.
- b. GLO shall provide high quality programming and services that enhances the historic and cultural significance of the site. GLO will use its best efforts to tell the full story of the Texas revolution and the Battle of the Alamo, the whole history of the Alamo and work with all traditional groups that have historical or cultural ties to the Premises, for example but not limited to Tejano, indigenous, and Texian groups, to provide programming consistent with the vision of the Alamo Plan. GLO shall continue to work with the Alamo Citizens Advisory Committee consistent with the Cooperative Agreement.
- c. GLO shall promote, schedule, and manage events and activities on the leased Premises. GLO shall maintain an accessible schedule of public events and activities. GLO shall establish a process where educational or non-profit groups can request to hold events or activities within Alamo Plaza areas of the Premises consistent with the programming, character, and educational objectives of the Alamo Plan. GLO shall provide the City with advance notice of public or private events that will reasonably require additional public safety, traffic control, or other City resources.
- 6.03 In keeping with the open public character of the Premises, GLO shall not:
  - a. Charge a fee to enter the Alamo Plaza areas of the Premises.
  - b. Shall not allow any long term vending or concessions on the Premises unless approved in writing by the City Manager or her designee. A

kiosk for Alamo information and tour sales shall be allowed on the Premises without further approval.

c. Make any permanent improvements or changes to the Premises inconsistent with the Alamo Plan.

6.04. The Alamo presently hosts over 100 military events per year. These are managed through a standard operating procedure that considers the level of support and resources required. It is understood that these accommodations will continue on the Premises per these practices and procedures.

6.05. The GLO acknowledges that the Paseo Del Alamo allows public access from Alamo Street to Losoya Street through the Paseo del Alamo. In the event that access to the Paseo Del Alamo is adversely impacted in a manner that substantially affects 301 and/or 307 Alamo Plaza during the Lease term, the GLO will work with the adjacent property owner to reasonably accommodate their access needs to the Paseo Del Alamo. Additionally, the Parties acknowledge that the Alamo Plan includes restricting vehicular traffic on Alamo Street directly in front of 301 and 307 Alamo Plaza and that pedestrian access will continue along this portion of Alamo Street. Permanently restricting pedestrian access to this portion of the street would require steps proscribed by applicable law for the closure and abandonment of the street.

6.06. City, or its designee, shall have the right to use, free of charge, all or a portion of the Premises for a minimum of 4 times per calendar year ("City Days") for special events or programs by coordinating and scheduling with GLO no later than 120 days before the City intended use. City use of the Premises will not supersede, preempt or unreasonably interfere with previously scheduled events. The City's events or programs must be consistent with other events hosted by the GLO within the Alamo Plaza or associated buildings and the events or programs must respect the sense of place and reverence of the Alamo Plaza and associated buildings. City shall not pay any rental fees associated with use of the Premises under this Section but shall be responsible for all costs incurred by GLO related to the events including costs for goods or services, security by Alamo Rangers, equipment purchase and rental, and costs of subcontractors. City is required to provide its own set up, break down and clean up. City shall also be responsible for cancellation costs consistent with GLO's cancellation policy for events.

6.07. Special City Days: The GLO will provide for five special evenings per year for the City of San Antonio where all of the museum exhibits and programs are available to the public at no charge. On these free evenings, the site will be fully operational for the public and managed in accordance with the practices of normal museum operating hours. The GLO and City will work jointly to promote these evenings in a way that fosters attendance by those who would not normally be able to attend the Alamo. The GLO may seek sponsorships and underwriting to offset the increased expenses of providing these special evenings.

6.08. GLO shall comply with all applicable local, state and federal laws, rules, and regulations applicable to the operation and management of a historical, culturally significant site on the Premises under this Lease, including but not limited to the state and federal antiquities codes and health and safety codes.

6.09. The Parties acknowledge that no non-governmental organizations or quasi-governmental organizations, including the United Nations, United Nations Educational Scientific and Cultural Organization (UNESCO), or any of their associated or subsidiary organizations, shall ever have any authority over the Alamo Plan, the Alamo complex, the operations under this Lease or GLO's management of the Alamo complex.

#### 7. Construction and Maintenance.

7.01. GLO shall construct, restore, renovate, and maintain buildings and other improvements on the Premises consistent with the Alamo Plan and in accordance with the following:

a. GLO shall submit detailed plans for construction authorized above, and work in coordination with the City of San Antonio to ensure that construction plans shall be consistent with the Alamo Plan and compatible from a scheduling perspective with planned construction or development in the surrounding area.

b. GLO shall bear the cost of the work unless the City is authorized to contribute to the cost.

c. GLO shall keep the Premises free of mechanic's and materialmen's liens.

d. Except for routine maintenance of existing buildings and improvements on the Premises, GLO shall timely notify the City, before work begins, of the time work will begin and the general nature of the work.

7.02. City will offer reasonable cooperation to GLO concerning easements, dedications, zoning, and restrictions of the Premises as follows:

a. On GLO's request, City will join with GLO in executing and delivering the documents, from time to time and throughout the Lease term, as may be reasonable, appropriate, necessary, or required by the several governmental agencies, public utilities, and companies to grant easements and make dedications consistent with Alamo Plan for the Premises.

b. On GLO's request, City will execute the documents, petitions, applications, and authorizations as are appropriate or required to submit the Premises, or any part of them, for the purposes of obtaining conditional use permits, zoning, rezoning, tentative and final tract approval, precise plan approval, if such actions are consistent with the Alamo Plan for the Premises.

c. City shall cooperate with GLO to identify any adjacent parcels, easements, or leases that will need to be incorporated into this Lease or handled in a separate instrument to fully implement the Alamo Plan.

d. Upon reasonable request, City shall facilitate and execute documents to allow for the start of preliminary work on the Premises.

e. City and GLO shall have a strong collaborative relationship to manage security issues related to the Alamo Plan for the protection of the visitors and the historic structures. Both Parties will endeavor to continue and improve this relationship.

7.03. GLO expects to begin construction of the improvements and alterations detailed in the Alamo Plan in a timely manner once GLO obtains all necessary permits, funding, approvals and other authorizations. GLO shall coordinate with the City to facilitate the issuance of approvals and permits. If GLO does not start any construction by January 1, 2022 for reasons other than force majeure or failure of the City to meet its obligations under this Lease then GLO shall develop and submit a plan to the City to start construction on a date certain. If restoration and construction has not commenced by September 1, 2022 then the City may terminate this Lease upon 30 days written notice.

7.04. Any buildings, improvements, additions, alterations, and fixtures (except furniture and trade fixtures) constructed, placed, or maintained on any part of the Premises during the Lease term become part of the real property of the Premises and must remain on the Premises and shall become City's property when the Lease terminates.

7.05. GLO may, at any time while it occupies the Premises, or within a reasonable time thereafter, remove any furniture, machinery, equipment, or other trade fixtures owned or placed by GLO in, under, or on the Premises. Before the Lease terminates, GLO must repair any damage to any buildings or improvements on the Premises resulting from removal. Any such items not removed by termination become City's property.

7.06. GLO may not encumber its leasehold interest on the Premises without obtaining City's consent, but no such encumbrance is or can be a lien on City's fee title.

7.07. GLO must keep and maintain all buildings and improvements erected on the Premises in a good state of appearance and repair (except for reasonable wear and tear) at GLO's own expense consistent with the highest standards consistent with this internationally recognized historic site. 7.08. GLO must not cause or permit any mechanic's or other liens to be filed against the fee of the Premises or against GLO's leasehold interest (excluding any leasehold mortgage). If such a lien is recorded, GLO must either cause it to be removed, or if GLO in good faith wishes to contest the lien, take timely action to do so at GLO's sole expense. If GLO loses the contest, GLO must cause the lien to be discharged and removed before any judgment is executed.

## 8. Concept Elements.

8.01. GLO shall engage a qualified and experienced consultant to conduct a feasibility study to determine the options for preserving the historical Crockett, Old Palace, and Woolworth buildings through adaptive use of the existing structures or facades. GLO shall ensure the study meets Department of the Interior Standards and shall share the feasibility study with the Alamo Citizen's Advisory Committee for their input and recommendation concerning the historical preservation and recognition of the buildings before the design plans are submitted to the Historical Design Review Commission and the Texas Historical Commission.

8.02. GLO shall ensure that the design for the planned museum within the current footprint of the Crockett, Old Palace, and Woolworth buildings is reviewed by the Historical Design Review Commission and approved by the Texas Historical Commission before finalizing the architectural design. GLO shall ensure that Alamo Plan recognizes and interprets the historical significance of the Woolworth building in the Civil Rights movement.

8.03 GLO acknowledges the City owns the Cenotaph located in Alamo Plaza. GLO and the City shall work together and coordinate the restoration and relocation of the Cenotaph consistent with the Alamo Plan so that the Cenotaph retains a place of prominence and honor within Alamo Plaza. The City shall maintain a park police presence in the southern part of Alamo Plaza to maintain its safety and to protect the Cenotaph.

8.04. GLO and the City acknowledge the many Fiesta traditions that occur in Alamo Plaza and that the street closures associated with the Alamo Plan will require rerouting of major parade routes including the annual Battle of Flowers Parade and the Fiesta Flambeau parade. GLO shall work in coordination with the City of San Antonio, the Fiesta Flambeau Parade Association, the Battle of Flowers Association, Texas Cavaliers, and the Fiesta San Antonio Commission to reasonably accommodate the events traditionally held within Alamo Plaza and to reroute and reasonably accommodate for the traditions associated with the parades including the floral tributes in front of the Alamo Church. GLO and City further acknowledge that the City and the Fiesta San Antonio Commission have a separate contract to facilitate Fiesta events and City shall ensure the GLO has a current copy of the Fiesta Commission Contract.

8.05. The City shall implement the process for closing Alamo Street from Peacock Alley to Market Street, Crockett Street from Bonham to Losoya, and Houston Street from Broadway to East 3rd Street to only allow for pedestrian traffic in an effort to recapture and delineate the historic mission plaza, respect the historic Mission footprint and battlefield, and create a sense of place and reverence. GLO will coordinate with the City, including review and input from Centro San Antonio, to develop and implement a service and delivery plan to accommodate the area businesses and service providers.

#### 8.06. Access to the Premises

- a. The Alamo Plan includes a new 2.5-acre outdoor space that recaptures and delineates most of the original Historic Mission Footprint. This historic mission space will have six access points and will be open to the public 24/7 through the museum entries as described in the Alamo Plan.
- b. The historic mission space will be open via the six museum entries for the 16 hours when the Alamo indoor museum is closed to the public, generally, from 6:00 PM to 9 AM. The Alamo museum operating hours may be adjusted at various times during the year based on seasonal attendance, special events/ programs, or special circumstances such as weather events.
- c. GLO shall ensure that the public may enter the Alamo complex, the Church, the new Museum and the outdoor historic mission footprint through a main entry when the museum is open (generally 9 am until 6 pm). The Alamo Museum Director shall open two additional access/exit points during the Museum operating hours (generally 9 am until 6 pm), if there is no Museum programming (excluding audio tours) scheduled for the historic mission footprint. The Alamo Museum Director also may open these two additional access/exit points on peak visitor days. These additional museum entries will be staffed by museum personnel and the same security checks and access rules that apply to the visitors entering through the main entrance will apply to these additional museum entries. GLO shall manage the Premises to minimize the time people spend in line in any portion of their visit to the Alamo complex. This will include scheduling people to visit the Alamo Church, so they will have a certain time of admission, avoiding lines and designing a world class museum entry system allowing for efficient entry while having the highest regard for the safety and protection of the Alamo and its visitors. GLO will monitor and report to City the entry wait-time of Alamo visitors. The Alamo wait-time target will be less than 5 minutes with a maximum waittime of 10 minutes. The maximum allowable duration for the wait-times to exceed 10 minutes is 30 minutes per day. After the improvements in the Alamo Plan are completed, GLO will report on the wait-times against these objectives to the City each month. If the wait-times are outside of the target max for over 30 minutes per day, then GLO and City will meet and

discuss actions to achieve these targets, which include but are not limited to opening the two additional museum entries.

- d. On the following days, all three of the museum entries will be opened to the public. These additional museum entries will be staffed by museum personnel and the same security checks and access rules that apply to the visitors entering through the main entrance.
  - i. Four days to be selected by the Mayor of San Antonio.
  - ii. Dates of Fiesta (TBD)
  - iii. 3rd Monday in January
  - iv. 3rd Monday in February
  - v. March 31
  - vi. April 21
  - vii. Veteran's Day
  - viii. Dec 25, 26, 27, 28, 29, 30, 31
  - ix. Jan 1
  - x. Day before the Alamo Bowl
  - xi. Day of the Alamo Bowl
  - xii. Weekend of NCAA Final Four being hosted in San Antonio
  - xiii. Weekend of NCAA Division I Football National Championship being hosted in San Antonio
  - xiv. Other dates reasonably agreed to between the City and GLO in which there is a high expectation of significant crowds in downtown.

These dates may be modified by written mutual consent of the City Manager and the GLO Chief Clerk, or their designees, based on data and information concerning visitor experience.

#### 9. Funding.

9.01. The State of Texas has appropriated approximately \$105 million to the GLO to preserve, maintain and operate the Alamo complex, and to develop and implement the Alamo Plan. GLO has used and will continue to use these appropriated funds to preserve, maintain, and operate the Alamo complex, and develop and implement the Alamo Plan.

9.02. The City has appropriated \$38 million to facilitate the development and implementation of the plan to revitalize the Alamo of which \$21 million is from the 2017 Bond Program approved by the voters and \$17 million is from Certificates of Obligation. The City shall pay or reimburse GLO or spend the appropriated funds in the approximate amount of \$38 million to develop and implement the Alamo Plan as long as the projects and funding are for the public realm and complies with other Bond requirements.

9.03. The City and GLO shall develop a schedule for payments, reimbursements, or cost sharing from the City for the funding of projects associated with the Alamo Plan. The schedule shall be based on the overall timeline for completion of the Alamo Plan and shall be cadenced with key construction and program element milestones and shall be incorporated into this Lease as Exhibit B (to be determined). Neither the City nor GLO shall be obligated to make any payments, reimbursements, or pay costs for any element or activity inconsistent with the Alamo Plan or Bond requirements.

## **10. Information Sharing**

10.01. GLO and the City will regularly share pertinent information about activities within the Alamo complex including the following:

- a. Attendance including visitor demographics
- b. Events and programs each are conducting in the area
- c. Major development or construction activity in the immediate area

Information sharing shall be in a frequency, scope, and format to be reasonably agreed upon by the Parties.

10.02 Upon reasonable written notice from City, GLO will permit access to the Premises so that City or its agents, representatives, or employees may review GLO's compliance with the terms of this Lease.

#### **11.** Dispute Resolution

11.01. The Parties commit to a process of early identification and resolution of issues and disputes relating to this Lease. During the term of the Lease, the Management Committee shall meet as needed but no less than annually to cover the following:

- a. Review and monitor progress on construction activities; and
- b. Discuss other strategic issues that may require coordination between GLO and the City
- c. Bring forward and maintain a list (including date issue was first discussed at a meeting of the Executive Committee) of issues from either Party related to the compliance with the terms of this Lease.

If the Management Committee is dissolved, the Parties shall appoint a new committee comprised of an equal number of representatives from the City, GLO, and the Alamo Endowment (or its successor) to discuss and review strategic matters and initially address dispute resolution issues.

11.02. The Management Committee shall diligently work to identify and resolve issues related to compliance with this Lease by developing options to address or correct noncompliance. If the Management Committee cannot resolve a dispute

or issue related to compliance with this Lease within 90 days of initial discussion at the Management Committee then the Management Committee shall refer the issue to the GLO Chief Clerk or their designee and to the City Manager or their designee.

11.03. If the City Manager and the GLO staff cannot resolve the dispute referred to them within 90 days of referral then the Parties will schedule at least one mediation session with a third party mediator to attempt to resolve the dispute.

11.04. If the Parties cannot resolve the dispute by mediation then either Party may submit a claim to a court of competent jurisdiction.

# 12. Liability

12.01 City and GLO are both government entities under state law and shall each be responsible for the actions of their own employees, staff, and agents. Nothing within this Lease shall be construed as waiving any immunity or protection afforded to either entity under state or federal law.

#### 13. Indemnification

13.01 GLO will include the City in the list of parties being indemnified by GLO's contractors operating under rights granted by this Lease Agreement to ensure that City receives the benefit of all indemnities under the contract documents.

#### 14. Assignment and Subletting

14.01. GLO shall not assign this Lease to any third party, except the GLO may assign specific rights and responsibilities under the Lease to the Alamo Endowment, Alamo Trust Inc. or either of their successors. Any other attempt at transfer, assignment, or subletting of GLO's rights, duties, and obligations is void and may result in termination of the Lease.

# **15. Default and Remedies.**

15.01. Upon the occurrence of a substantive default and the exhaustion of the dispute resolution procedures herein, the City may declare this Lease and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the GLO's or may seek any other remedies available at law or in equity.

15.02. The following are considered substantive defaults under this Lease:

a. Substantial failure of either Party to implement the Alamo Plan consistent with the fund allocation and timing;

- b. Assignment or sublease of the Premises without the prior consent of City except as expressly provided in this Lease;
- c. Systemic and persistent failure to comply with the terms, provisions or covenants of this Lease, other than the payment of money;
- d. Systemic and persistent failure to develop and maintain the Premises consistent with the Alamo Plan.

15.03. If GLO defaults in performing any obligation arising out of this Lease, the Parties shall first exhaust the dispute resolution procedures herein. If those procedures are unsuccessful and GLO does not correct the default within 30 days after receipt of written notice to GLO and any notice to whom is required by this Lease, City may take action to correct the non-compliance upon 60 days written notice.

15.04. Upon the City's election to terminate this Lease for cause pursuant to this Section, the City, its agent or attorney, may take possession of the premises and GLO shall make good any deficiency. Any termination of this Lease shall not relieve the GLO from the payment of any sum or sums that shall then be due and payable to the City, or any claim for damages then or theretofore accruing against the GLO, and any such termination shall not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from the GLO or any default hereunder.

15.05. GLO and City recognize that termination of this Lease is an extraordinary remedy that will only be exercised under if no other remedy can reasonably correct or restore compliance with this Lease. GLO acknowledges that the City may pursue specific performance or equitable remedies allowed by law to ensure compliance including but not limited to access to the Premises and the retention of materials, goods, or services to maintain the operation and management of the Premises consistent with the Alamo Plan and approved concept elements herein.

15.06. If the City terminates this Lease without cause then the GLO will be entitled to recover all costs associated with the implementation of the Alamo Plan including but not limited to costs of construction, equipment, and infrastructure. In addition, GLO will be entitled to recover costs associated with terminating contracts for goods and services related to the operation of the Alamo Complex. The Parties acknowledge that if the City terminates this Lease without cause the calculation of damages related to loss revenues and opportunities cannot be reasonably calculated given the length of the Lease and the implementation variables associated with the Alamo Plan. Consequently, if the City terminates this Lease without cause then in addition to the costs described above the City shall pay GLO an additional payment of \$50 million [FIFTY MILLION DOLLARS].

15.07. All rights, options and remedies of the City contained in this Lease agreement shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all

of such remedies or any other remedy or relief which may be provided by law or at equity, whether or not stated in this Lease agreement.

15.08. No waiver by the City of a breach of any of the covenants, conditions, or restrictions of this Lease agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

# **16. General Provisions.**

16.01. This Lease does not create a joint venture or partnership between the Parties.

16.02. This Lease shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Lease may be terminated by GLO. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

16.03. If constructing the improvements, curing any default (other than failure to pay rent, insurance premiums, or taxes), or performing any other obligation is delayed by war; civil commotion; act of God; fire or other casualty; or any other circumstance beyond the control of the party (Force Majeure Event) then the Party obligated to perform is excused from performance during the delay period. The Party experiencing the Force Majeure must provide timely written notice to the other Party describing the circumstances of the event, the mitigation actions being undertaken, and the expected date the Force Majeure Event will end.

16.04. This Lease is entered into in San Antonio, Bexar County, State of Texas. The Construction Of This Lease And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas except for Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations performable under this Lease are performable in San Antonio, Bexar County, Texas.

16.05. If any portion of this Lease is determined to be invalid or unenforceable, then the determination shall apply to the specific provision or portion of the Lease and does not affect the remainder of the Lease.

16.06. This Lease can only be modified by a written agreement signed by the Parties. This Lease benefits only the Parties and their successors and permitted assigns. There are no third-party beneficiaries. This Lease supersedes and replaces all previous oral or written agreements, memoranda, resolutions,

correspondence or other communications between the parties hereto relating to the subject matter hereof.

16.07. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at the designated addresses and to the principal point of contact. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving written notice to the other Party.

16.08 This Lease may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Lease, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

16.09. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions of this Lease. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this agreement

In Witness Whereof, the parties have hereunto caused their representatives to set their hands.

City of San Antonio, a Texas municipal corporatio By: SHERYL SC City Manager

City of San Antonio

Texas General Land Office By: GEORGE P. BUSH

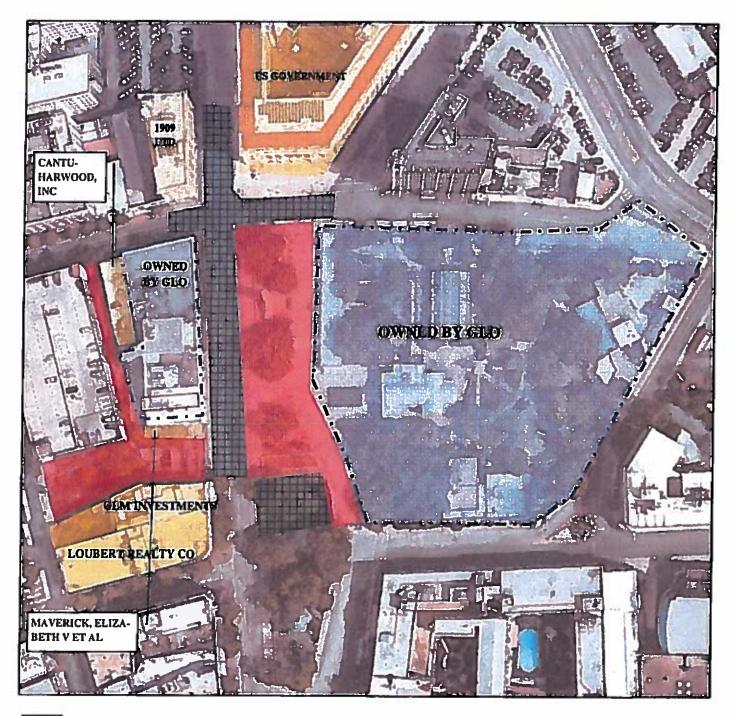
Commissioner Texas General Land Office

Date: 11-2-18

Date:

# Exhibit A

# **ALAMO PLAN AREA LEASE PREMISES**





Parcel A

Parcel B