



CITY OF SAN ANTONIO  
DEVELOPMENT SERVICES DEPARTMENT

CITY OF SAN ANTONIO

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§

COUNTY OF BEXAR

STATE OF TEXAS

TO THE HONORABLE BOARD OF ADJUSTMENT:

Property description (Attach field notes if necessary):

Lot no. \_\_\_\_\_

Block No. \_\_\_\_\_

NCB See below Property Address: 3700 N. St. Mary's St.  
NCD A49 PART OF A-2, A-4, A-52, (208 AC)  
Per Section 35-481 of the Unified Development Code (UDC), the Zoning Board of Adjustment is empowered to consider appeals of a decision made by an administration official.

The Applicant, Susan Strawn and of Bexar County, alleges that  
Tomme Lu Moore Riklin and River Road Neighborhood Association  
the following administrative official Shannon Miller, in his/her capacity as  
Historic Preservation Officer (Name of Official), made an incorrect decision, or interpretation regarding Section 35-  
(Title of Official)

of the UDC. This incorrect decision or interpretation was (List the section(s) of the UDC that was applied incorrectly. Provide details why the decision was incorrect or misinterpreted.): \_\_\_\_\_

Incorrect decisions or interpretations regarding numerous UDC sections were made  
as set out on Attachment "A", and its exhibits.

The correct decision or interpretation should be as follows (List the section(s) of the UDC that should be applied in this decision. Provide details how the decision should be made.): \_\_\_\_\_

The application for a Certificate of Appropriateness in HDRC case number 2022-091  
should have been denied for the reasons set out on Attachment "A", and its exhibits.

\*Note: Local Government Code § 211.010 (b) and San Antonio City Code § 35-481 (b)(1) require that the applicant give notice of the specific grounds for the appeal. Failure to state the reasons for the alleged error and applicable code sections will result in the return of your application. Please attach additional pages if necessary.

Respectfully submitted:

Applicant's name: Susan Strawn

Status: Owner (x) Agent (x)

Mailing address: 607 River Road, San Antonio, Tx , 78209

Telephone: 713-253-9112 Alternate: \_\_\_\_\_

Email: Susanstrawn@gmail.com

 5/16/2023  
Applicant's Signature Date

Property Owner: Tomme Lu Moore Riklin

Mailing address: 3600 Broadway, San Antonio, Tx, 78209

Telephone: 210-222-0265 Alternate: \_\_\_\_\_

Email: Tommelu@gmail.com

I, Tomme Lu Moore Riklin  the owner of the subject property, authorize

Susan Strawn to submit this application and represent me in this appeal before the Board of Adjustment.

See attached sheet with co-property owner and co-applicant

Please include the following items with this appeal

- ☐ Documentation from City of San Antonio representing the decision you are appealing and proof that you are within the mandatory 20 day time limit to file the appeal.  
Attachments "B" and "C"
- ☐ Sections of the UDC from which the decision was based, including all support sections which potentially reinforce your assertion that an error was made.  
Attachments "D" and Attachments "A", Exhibit "2"
- ☐ Property Ownership documentation, including a copy of the warranty deed and Bexar County Appraisal District and applicable documentation as required per IB 554.  
Attachment "E"
- ☐ Filing Fee of \$600 (plus applicable administrative fees).

Co-Property Owner: Susan Strawn

Mailing Address: 607 River Road. San Antonio, Tx, 78212

Telephone: 713-253-9112

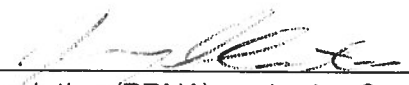
Email Address: susanstrawn@gmail.com

Co-Applicant Tier 1 appeal only: River Road Neighborhood Association

Mailing Address: P.O.Box 120372, San Antonio, Tx, 78212

Telephone: \_\_\_\_\_

Email Address: rrna78212@gmail.com

I,  JEROME A. MARTIN 5/16/23, Chair of River Road Neighborhood Association (RRNA), authorize Susan Strawn to submit this application and represent RRNA in this appeal before the Board of Adjustments.

## **Appeal from Certificate of Appropriateness, HDRC Case no. 2022-091, Brackenridge Park**

The River Road Neighborhood Association and property owners Tomme Lu Moore Riklin and Susan Strawn petition the Board of Adjustments to reverse erroneous interpretations of the UDC and the decision of the Office of Historic Preservation Administrative Officer Shannon Miller (OHP) to grant a Certificate of Appropriateness for Project 2022-091 at Lambert Beach in Brackenridge Park. The COA would allow the City to destroy 7 Heritage trees<sup>1</sup> and 23 Significant trees along a short stretch of the River at Lambert Beach in the RIO in violation of plain requirements of UDC Section 35-680 that only damaged trees may be removed. For this reason alone, the COA must be reversed.

The COA also must be reversed because the proposed new retaining wall is not engineered to permit the replanting of new canopy trees. The approved design thus will result in the irreparable loss of the historic integrity of the site, which is designated as a contributing resource in the Park's National Register designation, in violation of UDC Section 35-643. The site will also lose much of its recreational appeal for a shade-loving public. It is a lose-lose design that violates the UDC and the Secretary of Interior (SOI) Guidelines. The petitioners have presented engineering and arborist opinions that support a win-win solution of saving the trees and the walls that will comply with the UDC and preserve the integrity of the site. See Exhibits<sup>2</sup> 1-6 (Statements of Engineers Carlos Gutierrez and Moises Cruz).

As demonstrated below, the City has violated the letter and spirit of the City's protection of trees in the RIO, and has erroneously has rejected reasonable alternative designs required by the UDC based on a litany of demonstrably inaccurate findings and unsupported assertions. The COA should be reversed.

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<sup>1</sup> The City's presentation states that it intends to destroy six Heritage and 24 Significant trees. This number include Tree 106, a bald cypress, as a Significant tree. Since the tree was measured in 2001 at 23", it has grown to 24" and is now a Heritage Tree. Although the City has not satisfied the UDC requirements for any of these trees, we do not object to the removal of Trees 140 and 141, which our consulting arborist found to be in poor health. We do object to the removal of trees 95 and 100, Heritage live oaks, tree 139, a Heritage pecan, and tree 106, a Heritage Bald Cypress.

<sup>2</sup> Unless otherwise specified, exhibits to this document are in Attachment A.



## A. Summary of Errors

1. OHP erroneously interpreted UDC Section 35-680. Heritage and Significant trees in the RIO receive the highest, near absolute, protection in the Code, reflecting their value to the culture, history and aesthetic of the City. To remove a protected tree in the RIO, there must be findings that the tree “is damaged due to disease, age or physical condition” **and** 2) the tree “must be removed for the safety reasons.” The COA is premised on an erroneous Code citation that substitutes “or” for “and” in the text. See Attachment B, COA, at p. 2. There is no evidence in the record that any of the trees have been found to be “damaged due to disease, age or physical condition” *and* that they need to be removed for safety reasons.

2. OHP also erroneously premised the COA on a finding that the failing walls posed a safety hazard, rather than any tree at issue. This broad interpretation of “safety” is not supported by the text of the Code. The use of “and” in the Code makes clear that the tree must be the source of the safety issue: the tree must be damaged **and** “must be removed for the safety reasons.” OHP’s interpretation would allow routine tree removal whenever the proposed project site could be deemed hazardous. This would gut the protections of the Code. The Code requires that the applicant’s design preserve healthy trees.

3. Third, Section 35-680 requires “a recommendation from the city arborist, or the official urban forester” to grant the COA. The Record lacks any recommendation based on the findings above. No arborist has found the trees at issue to be “damaged due to disease, age or physical condition,” or to be themselves causing a safety issue. There is no recommendation in the Record as required by Section 35-680, and therefore the COA decision must be reversed.

4. OHP has also failed to find that “Unusual or Compelling Circumstances” exist for tree demolition, as provided in Section 35-680(b). That Section provides five criteria for consideration, but neither OHP nor HDRC addressed these criteria or made required findings. In any case, no facts support a finding of “unusual and compelling circumstances.” The site – a wooded bank of a historic recreation area -- cannot be (and will not be, under the proposed plan) reproduced. The oaks are the largest remaining cluster of Heritage and Significant live oaks on the RIO in the Park. Most importantly, reasonable measures can be taken to preserve the trees and thus the integrity of the site. See Exhibits A-1-6.

5. OHP also has failed to follow the procedures required by Section 35-455. That Section requires that any hearing on a request for demolition of a historic landmark or in a historic district be delayed for 60 days. It further provides that “[t]he historic preservation officer shall prepare, as part of the submission, a report to the historic design and review commission analyzing alternatives to the demolition, and request from other departments and agencies information necessary for the preparation of this report.” OHP has not produced the required report, but rather relied on the plainly inaccurate statements of the City and its consultants. The COA must be reversed on this basis.

6. Last, OHP has violated UDC Section 35-643 by failing to properly apply the Secretary of the Interior Guidelines, as required by that Section. The applicable Standards for the Treatment of Cultural Landscapes (SOI Guidelines) require, among other things, a report and inventory of cultural features *prior to the choice of a treatment plan*. Attachment D, Exhibit D-4 at p. 4-5. Lambert Beach is designated as a “site,” not a collection of built structures, yet OHP commissioned (and the record contains) only a cultural landscape report of the *built structures* and does not address the natural features. See Exhibit A-10. The SOI Guidelines provide that “Natural features, including Vegetation features may be individual plants, as in the case of a specimen tree, or ... a naturally-occurring plant community or habitat. Vegetation includes evergreen or deciduous trees, shrubs, and ground covers, and both woody and herbaceous plants. Vegetation may derive its significance from historical associations, genetic value, or aesthetic or functional qualities. It is a primary dynamic component of the landscape's character, therefore, the treatment of cultural landscapes must recognize the continual process of germination, growth, seasonal change, aging, decay, and death of plants.” Attachment D, Exhibit D-4 at p. 15. As the proposed plan amply demonstrates, failure to consider the natural environment of the site will result in the destruction of the integrity of the landscape’s character as a swimming beach, and if allowed to proceed will result in irreparable destruction of a landscape treasured by generations of San Antonians.

## **B. Petitioners**

1. Petitioner River Road Neighborhood Association (RRNA) is a 501(c)(3) organization that is comprised of residents of the historic neighborhood of River Road. The bylaws of the Association provide that a purpose of the organization is “the protection ... and enhancement of the River Road Neighborhood areas” which includes the “public lands adjacent

to” the neighborhood. Attachment E, Exhibit E-3. RRNA members enjoy use of the Park daily and highly value the tree canopy that shades the river and cools the water temperature from Lambert Beach downstream through the neighborhood. The RRNA is aggrieved by OHP’s erroneous interpretation of the UDC that will drastically reduce the protection of Heritage and Significant trees along the River in the RIO districts, including along River Road adjoining the neighborhood. RRNA appeared before the HDRC to object to the issuance of the COA. RRNA brings a Tier 1 appeal.

2. Petitioner Tomme Lu Moore Riklin owns property at 3601 Broadway, within 200 feet of Brackenridge Park. Attachment E, Exhibit E-2. Ms. Riklin has enjoyed the Park for decades, and has fond memories of celebrating her birthday as a child at Lambert Beach. The Heritage and Significant trees evoke feelings of cultural attachment and the enjoyment of nature central to the history of the Park. Ms. Riklin brings a Tier 2 appeal.

3. Petitioner Susan Strawn is a resident of River Road, and owns property at 607 River Road, within 200 feet of Brackenridge Park. Attachment E, Exhibit E-1. She and her dog Otto walk daily in the Park, including in the Lambert Beach area. Prior to the City’s erection of fencing throughout the area, she made near daily visits to the pedestrian bridge to enjoy the iconic canopy-level view of the Heritage and Significant Live Oaks overhanging the river, the twisting tree branches framing the Pump House upstream. Ms. Strawn is aggrieved by the granting of the COA that permits the destruction of Heritage and Significant trees. Ms. Strawn appeared before the HDRC and objected to the issuance of the COA. Ms. Strawn brings a Tier 1 and Tier 2 appeal.

#### **B. Response to COA Factual Findings**

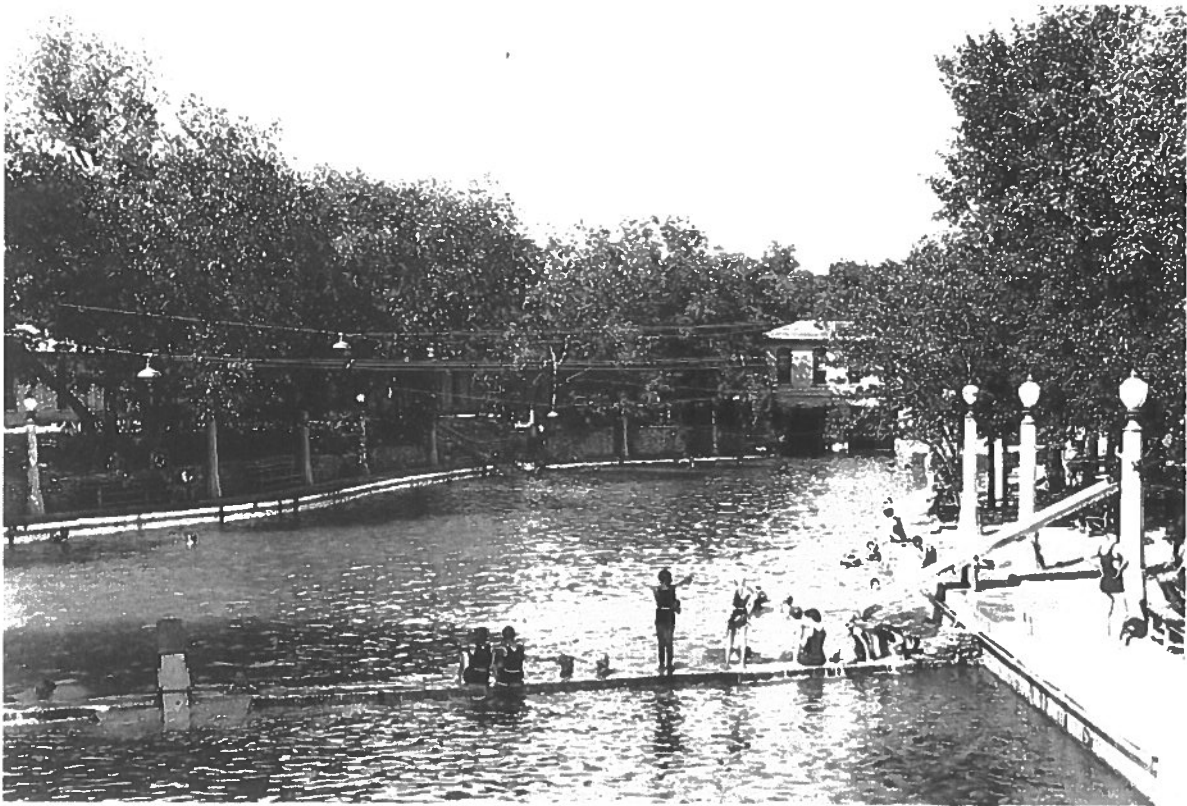
This section reproduces the Findings in the COA in relevant part, and petitioners’ response is in **bold**. Many of the findings are inaccurate or have material omissions that require reversal of the granting of the COA.

1. **BACKGROUND** – The proposed scopes for the Lambert Beach area are consistent with the publicly approved Brackenridge Park Master Plan strategy to restore, preserve, and articulate park cultural and historic features and were prioritized in the FY 17 Bond as approved by voters. **RESPONSE: Brackenridge Park was one of 79 projects included in the FY17 Bond for Parks and was described as “[g]eneral park improvements and rehabilitation which may include historic river walls, restrooms,**

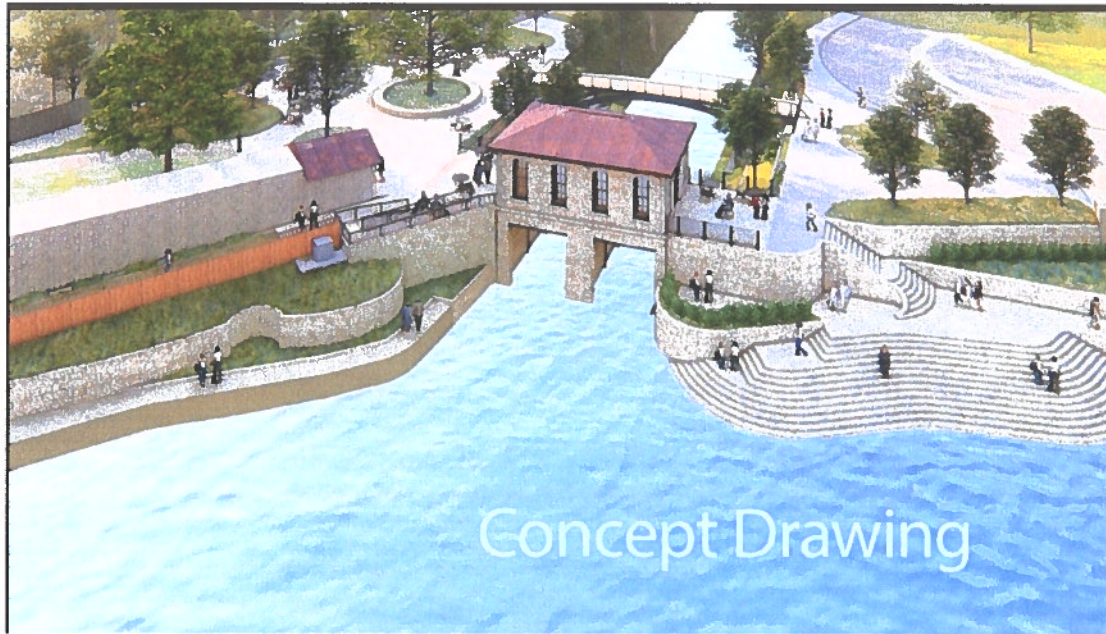
trails and historic structures.” Exhibit A-7. Nothing in the bond language referenced destruction of protected trees, and voters were entitled to assume that any project would conform to the law, including the protection of Heritage and Significant trees.

2. DESIGNATIONS – Brackenridge Park is a designated State Antiquities Landmark, National Register District, and locally designated landmark located within the River Improvement Overlay District (RIO-1). The 1877 Pump House and structures associated with the Lambert Beach recreational area are considered contributing and part of an important cultural landscape for the City of San Antonio. **RESPONSE: Lambert Beach is recognized as a contributing resource in the National Register, as a site, for recreation and cultural landscape. Attachment D, Exhibit D-8, at p. 23, 81. Therefore, the entire site is considered a cultural resource, not just the structures. Recognition as a site, rather than a collection of built objects, requires consideration of the historic integrity of the entire landscape including the trees, and of the significance of the site as a historic natural swimming pool. Despite being advised by the Texas Historical Commission to consider the trees as part of the cultural landscape, see Exhibit A-9, the City failed to recognize this distinction and did not commission or submit a report inventorying and documenting the natural aspects of the cultural landscape, as required by the UDC and Secretary of Interior Guidelines. The record contains only a study of built structures. See Exhibit A-10 (“On January 12, 2022, CMEC completed a *built environment cultural resources study* of Lambert Beach in Brackenridge Park.”) (emphasis added). There is nothing in the record to indicate that OHP complied with the SOI Guidelines applicable to Lambert Beach. The proposed plan loses the historic integrity of the site recognized in the National Register. As discussed below, failure to comply with the SOI Guidelines violates the UDC and requires reversal of the COA to properly consider the cultural landscape.**
3. PERIODS OF CONSTRUCTION - Lambert Beach was initially developed as a recreational area in 1915. A 1925 renovation resulted in many of the permanent features evident today including stone retaining walls, concrete walkway at the water level, and

“grand staircase” with steps extending into the water. In 1940, additional work to the area, including raising of the stone walls, was completed through a WPA project to prevent further erosion of the river bank. **RESPONSE: OHP neglects to point out that the reason to prevent “erosion of the river bank” was to preserve the trees on the bank. The National Register makes this clear: “Rock retaining walls were constructed along the river to control erosion that threatened trees along the river bank. Park Commissioner Henry Hein and city forester Stewart King both sought to preserve the park’s natural beauty.” Exhibit A-8 at p. 65. As seen below, contemporaneous photos from the 1920’s show a heavily wooded bank, as well as other features, such as trees overhanging and intentionally left to grow through walls.**



**1920’s Lambert Beach, showing live oaks and other trees on the banks. Compare to the concept drawing below. The historic integrity of the site is lost in the City’s design.**



**1920's Lambert Beach. Note the tree growing through the wall at left, much as several live oaks do today. The proposed plan would not replace these trees, in violation of Secretary of Interior Standards.**



4. PUBLIC PARTICIPATION - The City provided a robust community engagement process that included a walking tour detailing the proposed project scope, information on the cultural resources and proposed impact to trees; hosting a series of seven (7) public input meetings from March 2022 – August 2022; and meetings with the Brackenridge Park Stakeholder Advisory Committee comprised of local stakeholders. **RESPONSE:** **The City held meetings but there was no engagement due to 1) the City’s continued erroneous assertion that the THC prohibited any solution that did not preserve the remaining walls in place during construction (as discussed below, THC has repeatedly denied telling the City this) and 2) the City’s refusal to divulge its construction method. The use of the intrusive cantilever wall design, which is the sole reason for the tree removal, was not revealed to the public until December 2022 when the City filed its permit application with the THC and the plans were requested by RRNA. The final result of this “robust engagement” was the preservation in place of one additional 8” pecan tree (#104) and the attempt to transplant additional trees, only one of them Heritage. Much delay could have been avoided had the City been forthcoming in its engagement.**
5. TEXAS HISTORICAL COMMISSION – The Executive Committee of the Texas Historical Commission approved an Antiquities Permit for the project on April 10, 2023, as submitted. **Response: After significant delay to consider its legal options, the THC approved the Antiquities Permit with unprecedented caveats. According the draft minutes, the Director, Mark Wolfe, stated:**

**The THC’s role in processing permit applications under the State Antiquities Code is to determine whether or not the project as proposed meets the Secretary of the Interior’s Standards. If it does meet those Standards, then a permit should be issued, *even if there might be another option that would provide more protection to the natural environment.* He reported the proposed permit as presented to THC does meet the standards and the permit should be issued for that work. *He closed by urging the city to hear from professionals***

*in other fields whose expertise might help to inform the city in the decision-making process.*

**Exhibit A-11.** In an email following the meeting, THC Director of Architecture Elizabeth Brummet confirmed that the City had never asked THC whether any alternatives, including those proposed by Engineers Gutierrez and Cruz, would be acceptable, stating that: “The decision was made on the basis of the application presented and does not constitute a rejection of other approaches.” Exhibit 12.

The THC approval, like that of OHP, erroneously focused on the built environment rather than the site as a whole. However, the THC approval has no persuasive or precedential value here. First, prior to the final hearing, the City provided THC with many of the same erroneous findings set forth here and no public comment to rebut these was allowed. In addition, the THC clearly believed that it could not reject a permit, even if it found alternative approaches were better. The UDC is not so limited. Section 35-680 specifically requires, among other things, that the tree removal in the RIO be justified by “unusual and compelling circumstances.” The availability of reasonable alternatives means that no compelling circumstances can exist. Moreover, Section 35-643 requires the application of the Guidelines and that “every reasonable effort” be made to minimally alter the site and its environment.

6. **EXISTING WALLS** - The existing walls are a combination of monolithic block and rubble stone construction. These walls have failed in several areas, making the area inaccessible to the public. Additional wall failure will occur without intervention.

**RESPONSE:** the walls have failed or are non-existent in many places and will have to be rebuilt. In these areas, such as near tree 101, there is no justification for not employing a solution that preserves the tree in place. In other areas, where the wall has failed but no trees remain currently, the City should be required to construct a wall engineered to support new canopy trees to maintain the historical integrity of the landscape in accordance with Secretary of the Interior Guidelines.



7. WALL DESIGN - In order to stabilize the stone walls, a reinforced concrete shadow wall with footing will be introduced along the length of the Lambert Beach walls. The design requires an excavation width of a minimum of 48” from the back of the plumb line of the stone walls. This design will preserve the historic stone walls in place while providing structural support and adequate drainage to prevent future displacement. This treatment method prioritizes retention of original materials in place, consistent with the Secretary of the Interior’s Standards and the UDC. **RESPONSE: the design proposed by the City is the most intrusive design possible. Indeed, it is this design choice that requires the violation of Section 35-680. Section 35-680 requires a finding that the trees are damaged in order to remove them, but it is only the City’s design choice that will damage the trees. The choice of this design is inexplicable on the current record. Not only does it maximally impact protected trees, but it is still under-engineered to support replacement canopy trees. See Exhibits A-1 through A-6. There is no evidence in the record that the UDC or the SOI Guidelines require retention of the original materials in place *during construction*; the THC has denied telling the City any such thing. In any case, many of the walls must be reconstructed as they have already failed, and the City’s design fails to account for this (see tree #101).**

The UDC prioritizes Heritage and Significant trees in the RIO, affording them the strictest protection. There is no exception in the UDC for destroying these irreplaceable protected trees, or the integrity of the landscape as a whole, in order to attempt to preserve another feature that can be rebuilt with original materials to be identical.

8. EXISTING TREES - Based on a tree age study conducted in January 2023, the oldest oak trees located on the north bank date to approximately 1945. **RESPONSE: This is not accurate. The tree boring study, submitted as Exhibit 13, did not measure the age of the largest oak (#101), which is 7” larger in circumference than the one the study dates to 1945. Moreover, it omits the fact that a pecan (#140) was deemed to date to approximately 1931. The credibility of the report is doubtful, as it asserts that “[g]iven the proximity to the river, all trees were likely either planted or allowed to**

grow from natural regeneration following the completion of wall construction along the river. Any trees of substantial size along the bank were most likely removed prior to construction in the early 1900s.” As is apparent from the photo above (and many others), both banks were heavily wooded with mature oaks in the 1920’s.

In any event, whether or not these particular trees existed when the walls were built is irrelevant. The Secretary of Interior Guidelines clearly contemplate that, in the case of living landscape features, there should be continuity in kind, by replacing dying resources with the same species where possible. The City’s plan, with its under-engineered wall, will violate this precept and result in an unrecognizable new landscape.

9. TREES IN THE RIO – Generally, compliance with the City’s tree preservation requirements is reviewed by the City Arborist and does not require additional review by the HDRC in most instances. Heritage trees and significant trees located at the top of the bank or along the River Walk are not allowed to be removed without HDRC approval per UDC 35-680. On a case-by-case basis, tree removal may be approved by the HDRC with a recommendation from the City Arborist (Development Services) and Forester (Parks Department) in instances of disease, age or physical condition, or if they must be removed for the safety reasons. Current conditions of the site present a safety concern and public access is currently restricted. **RESPONSE: As discussed below, this finding misquotes the UDC. Trees may be removed if “damaged due to disease, age or physical condition *and* must be removed for the safety reasons.” Section 35-680 (emphasis added). There is no finding in the record that any tree meets this standard, nor is there a recommendation from the City Arborist or Forester. The conditions at the site that present a safety concern are due to the walls, not the trees, and removal of the trees is not necessary to alleviate the safety concerns.**
10. TREE REMOVAL – Due to the width of excavation required by the approved wall design, tree removal or relocation is needed. The City has worked with a tree relocation consultant to review relocation viability for all trees impacted by the project. In most

cases, tree removal cannot be avoided due to a variety of factors. **RESPONSE: Tree removal “cannot be avoided” solely due to the City’s choice of a wall design which requires a large width of excavation. There is no requirement to use a wall design with a 4’ footer that requires extensive excavation. Two independent engineers have proposed a solution that would require only 8-12” intrusion into the bank, and an arborist has provided an opinion that, with proper root pruning and tree maintenance, the trees would have a reasonable chance at survival using this method. See Exhibits 1-6, Statements of Engineers Carlos Gutierrez and Moises Cruz. Statement of Certified Arborist Gerzson Nyir, HDRC Meeting, April 2023.**

11. TREE PRESERVATION - There is a total of 83 trees in the project area. The initial design removed 70 trees. The updated design reduces the number of trees to be removed down to 48 including:

- 4 invasive species trees
- 4 trees that are dead/dying
- 10 trees less than 6” in diameter
- 24 trees between 6” and 24” in diameter
- 6 heritage trees

In response to public input, the project has been updated to preserve 35 additional trees: The largest heritage oak in the area will be relocated and preserved (Tree 101, 44" Oak)  
20 additional trees to be relocated and preserved  
14 trees total will be preserved in place

**RESPONSE: OHP’s math is misleading. The City’s presentation stated that there are 83 trees in the project area. According to the City, the initial designed removed 70, leaving 13 in place. OHP claims that “as a result of public input,” 14 total trees will be preserved in place. This is a gain of one: a 8” pecan (tree #104), not 35 additional trees as claimed. Five Heritage and 24 Significant trees are still slated for destruction.**

**It is true that the City now plans to transplant (or attempt to transplant) one Heritage 44” live oak (tree 101) and 20 significant trees (most of these trees are**

**understory trees planted as part of the 2000 Bond renovation). However, even assuming one counts these 21 trees plus the pecan being preserved in place, that results in 22 trees “saved” from the original design, not 35 as claimed.**

**Tree 101 is being transplanted 15 feet, at the cost of at least \$400,000. This decision is against the recommendation of the City’s panel of independent arborists, who advised that the tree would likely survive even the City’s maximally invasive construction method and should be left in place: “Tree 101 has abundant structural roots and we feel it is unlikely that it will be destabilized or killed by removing roots close to the trunk on the river side to restore the wall and support feature.”.... “We do not expect preserving #101 to cause damage to the restored wall in the future.” COSA Independent Tree Assessment Committee Report, May 16, 2022, Exhibit A-14.**

**Moreover, OHP fails take into account that the retaining wall adjacent to this tree no longer exists. Therefore, the City’s justification for using the cantilever wall design is inapplicable to this part of the project. Even under the City’s erroneous reading of the Secretary of Interior Guidelines, there is no restriction on rebuilding the wall in this section in a manner that would not impact Tree 101. Approving the transplanting of this tree is an error.**

**Finally, there is no provision in Section 35-680 that allows for transplantation of Heritage and Significant trees away from the RIO. Allowing this in the absence of the findings required by Section 35-680 is error.**

**12. TREES OF GREATEST CONCERN - The City has heard the public concerns, specifically regarding removal of the following:**

**95 32" Oak 0" 76 yrs**

**97 22" Oak 3" unknown**

**98 18" Oak 18" unknown**

**99 16" Oak < 5' unknown**

**100 37" Oak 15" 78 yrs.**

**RESPONSE:** this list omits a Heritage Bald Cypress, tree #106. And, it is beside the point. All Heritage and Significant trees in the RIO are protected. All are character-defining features of this landscape, evoking the old swimming hole, and reflective of the efforts of prior Park Commissioners to preserve even inconvenient trees. Absent compliance with Section 35-680, none of the trees may be removed.

**ALTERNATIVES & DUE DILIGENCE** - The City has reviewed proposals for alternative wall designs intended to limit the width of required excavation behind the stone walls in an attempt to lessen the required tree removal, including:

Introduction of a pier and spandrel system that will require a minimum 16-18" of excavation width. Both drilled, reinforced concrete piers and helical piers have been proposed.

Full demolition of failing walls, construction of a reinforced concrete spandrel wall, and re-creation of the stone wall as a veneer.

**RESPONSE:** The City's claim to have considered alternatives and performed due diligence is incorrect. First, proper due diligence requires tasking the design team with a requirement to comply with the UDC, not waiting for members of the public to put forward ideas and then trying to torpedo them. Mr. Gutierrez and Mr. Cruz, as volunteers, have performed more due diligence than the City. As Mr. Gutierrez stated to the HDRC:

**If the City wanted to save trees, it could. The problem here is not an engineering one. In a normal project, requirements are given, and solutions found. The City of San Antonio has not required its design team to preserve the trees. We can design walls to do that, but we cannot overcome bureaucratic inertia.**

**Exhibit 3.** Mr. Cruz, who met with the City on several occasions, stated:

**The design that I propose is reasonable, feasible and has been accepted in a recent project by the City of San Antonio for similar conditions along the river. In fact, the design that I am proposing was once proposed by the same civil engineers that are on the current design team for the City of San Antonio for the subject project. I learned that the structural engineer that developed the "Design Development" design for this project for the City did not include the concrete wall from pier to pier because of the cost for the added concrete wall.**

## **Exhibit 5.**

**Instead of setting requirements that the design team comply with the UDC, as early as March 2021 the City saddled its design team with the requirement that there should be no trees within 15' of the walls. Exhibit 18. In its permit application for a Tree Variance, in January 2022, the City claimed to have considered alternatives: "However, it was concluded that there was no alternative design that would accomplish this [preserving trees] adequately, as their implementation would each require heavy equipment major excavation, and major infrastructure to adequately rebuild and rehabilitate the cultural resources. As such, the design chosen was based on other factors such as cost and ease of construction." Exhibit 17.**

**It is hard to imagine a plan that requires more major excavation than the current proposal, which requires laying a 4 foot wide horizontal footer into the bank at a depth of as much as 8 feet. By contrast, the proposal of Mr. Gutierrez requires only 8-12 inches, with the ability to space the piers to avoid major roots. Exhibit A-1, 2 and 3. The Finding above omits this data point.**

**Moreover, there is no evidence of any cost comparison of alternatives in the record, much less a cost comparison that would justify a finding of "compelling circumstances." This unsupported assertion does not satisfy the requirements of the UDC to consider alternatives (we note that even a private applicant seeking an ordinary tree waiver must show economic hardship, not simply assert cost without evidence).**

**Second, the consideration of alternatives cannot be restricted by an unfounded and inaccurate limiting premise. Here, the City and its consultants have consistently claimed, at multiple public meetings and before the HDRC, that the THC peremptorily rejected any proposal that required moving the walls, even temporarily, and rehabilitating them in their original location.**

**This claim was made in the Variance petition, submitted on January 19, 2022, in support of tree removal. Exhibit A-17. On February 9, 2022, THC sent a letter to the City specifically addressing the need to "review any proposed work to Brackenridge Park's**

historic landscape, including trees, in accordance with the Secretary of Interior's Standards ..." The letter noted the need "for documentation that clearly illustrates the cumulative effect of the proposed tree removal on the historically-significant landscape and the historic structures." Exhibit A-9.

Despite the THC's emphasis on the need to look at the entire landscape, the City continued to claim that the THC would not allow accommodating the trees. On February 28, 2022, a THC email reflected the concern, noting that "COSA has been quoted as saying (in so many words) that the THC and USACE have said that the raceway walls at Lambert Beach need to remain, and therefore the adjacent trees must go. Again, to my knowledge, no one from THC or USACE has made any such comment." Exhibit A-15. And, on March 8, a similar concern was expressed by a THC staffer, regarding how to respond to a request by COSA for "email correspondence from THC stating that we do not agree that the Lambert Beach walls should be moved to accommodate trees in the area . . . we have been misquoted by COSA folks previously about the notion of touching the Lambert Beach walls as part of the tree removal project . . . ." The response advised the staff to tell COSA that "we don't know if we are for or against moving the walls until we see what is proposed." Exhibit A-16.

At the most recent HDRC meeting, and after the THC publicly denied ruling out alternatives (and urged the City to consult professionals), the City's design consultant backed away from the false assertion, and claimed only that, in early meetings, the THC had "hinted" that taking down the walls would "probably" not be accepted. In addressing the consideration given to the pier and spandrel solution, the consultant stated:

So there's a variety of concerns with this. However, this is was our original idea, in design development, we took this drawing, not this drawing, but our version of this drawing, which was very similar, to the Texas Historic Commission to get early feedback from them. This was our approach. And the result came back that, uh, and they don't say yes and no during early feedback, but they will give you hints. And the hint was that this was probably not going to resolve their issues; we were not going to be able to move forward with this. So we took that comment and we came up with a different approach.

<https://sanantoniotx.new.swagit.com/videos/224423> at 2:28:39.

**There is no evidence the City proposed this design as part of a solution to address the entire cultural landscape, indeed the plans utilizing the pier and spandrel wall also contain an instruction that no trees were remain within 15' of the walls. Exhibit A-17. In fact, we know there was no concern for the trees, because at this point the City had provided the THC with no information regarding tree removal. See Exhibit A- 9.**

**In any case, the THC refuted this “hint” as early as January 2022 and yet the City repeated the assertion throughout the public engagement process and, as quoted above, even to the HDRC in support of this COA, after the THC publicly refuted it. Excluding viable alternatives based on a debunked “hint” can hardly be considered due diligence, and certainly does not satisfy the UDC.**

Following review, the City and its consultants have noted the following factors which continue to restrict tree retention:

Many of the walls are currently out of plumb. For example, trees 95 and 97 are either touching or growing over the out-of-plumb wall and would need to be relocated or removed in order to accommodate wall correction regardless of excavation depth.

**RESPONSE:** With respect to the wall adjacent to trees 95 (a Heritage live oak) and 97 (a Significant live oak), the City has failed to consider or propose any alternatives to destruction. The City’s response is premised on its continuing assertion of a debunked premise that it cannot move or alter the walls in any way, no matter how slight, for any purpose, no matter how important to compliance with the law. The City’s continuous assertion in the face of multiple corrections by THC borders on the pretextual. Exhibits A-11, 15, 16.

**These are character-defining trees that create one of the most iconic viewsheds in the Park. As Arborist Gerson stated at the HDRC hearing, the shadow wall itself is below grade and would not impact these trees. Lowering the stone wall a few inches would provide the trees with decades of room to grow. There are dozens of examples throughout the Park and along the River of walls modified to accommodate trees. A reduction of the wall height by a few inches would be unnoticeable, but removing the trees is an irreparable change. The**



**City failed to propose any alternatives to the THC or the HDRC to comply with the UDC's mandate to preserve Heritage and Significant trees in the RIO. Exhibit A-12. There is no evidence that such a proposal would be rejected and indeed significant evidence that it would be welcomed by THC. See Exhibit A-11, imploring the City to consult professionals.**

Remaining trees are located between 15" and 28" from the existing wall location and impacts to the roots cannot be avoided with the spandrel design. **RESPONSE: "impacts" to the roots are not necessarily fatal. The City has provided no evidence that the trees would not survive the minimal excavation required by the pier and spandrel solution. On the other hand, we have presented the professional opinions of two engineers and an arborist who state that the solution will provide the trees a reasonable chance of survival. Exhibits A-1, 2, 3, 5. Statement of Gerson, <https://sanantoniotx.new.swagit.com/videos/224423>, at 2:58:45.**

The minimum excavation required by a spandrel system do not take into account OSHA standards.

**RESPONSE: there is no evidence in the record to support this statement. The City's consultant claimed to the HDRC that OSHA requires a minimum trench width of 4'. There is no such OSHA rule. Moreover, the most advantageous proposed solution, to take down the stone walls, install the shadow wall, and rebuild the walls, requires no trenching at all. See Exhibits 1, 2, and 3.**

The minimum excavation required by a spandrel system can only be achieved by anchoring the stone walls through the front or reconstructing the stone as a veneer, contrary to the Secretary of the Interior's Standards.

**RESPONSE: there is no evidence in the record to support this statement. Anchoring through the front with ¼" helical nails does not violate SOI Standards. This alternative was never proposed to the THC. Exhibit 12. The SOI specifically contemplates using modern engineering solutions to preserve historic landscapes. Helical nails covered with mortar are undetectable and an acceptable solution.**

The design of the piers themselves do not make a difference in terms of retaining trees.

**RESPONSE:** this Statement is refuted by the Statements of Engineer Gutierrez, who states:

**Given the limitations posed by the City's decision to not obtain an ACE permit, I proposed a pier and spandrel wall be used where necessary to protect the trees.**

**7. This design would require piers to be drilled at intervals of approximately 12 feet on center with a spandrel wall between the piers. This design allows for flexibility in the placement of piers to minimize disruption to the root systems of the trees. Moreover, the pier and spandrel design requires an encroachment of only 8-12 inches into the riverbank in the area of the wall located between the trees.**

**8. Unlike the cantilever design, a pier and spandrel design would minimize potential harm to the trees and provide them with a reasonable chance of survival.**

**Exhibit 1. In addition, after obtaining the Geotechnical Report from the City and Mr. Gutierrez proposed the use of helical piers, which require less lighter equipment and are less intrusive to root systems. Mr. Gutierrez explained: "With a helical pier, instead of digging soil out as we do for a drilled pier, the helical pile compresses all the soil around it. This makes helical piles a less intrusive application. The pile will push or compress any roots or perforate through the roots. In certain conditions, the location of the helical can be adjusted to miss larger roots that cannot be perforated." Exhibit 2.**

The City's tree location consultant and multiple independent arborists have determined that impacts to trees 95, 97, 98, 99 & 100 cannot be avoided due to the positioning of these trees.

**RESPONSE:** There is no evidence to support this statement in the record. The City's Tree Assessment Committee stated *no fewer than four times in its 4-page report* that it was asked to evaluate the impact to the trees *from the City's proposed construction methods* [the cantilever wall with a 4' excavation], and was not allowed to consider other construction methods or alternative designs. ("The group was tasked with evaluating trees scheduled for removal based on the current proposed construction procedures.") Exhibit A-14. The Committee added that more trees could be saved with changes in method or design.

OHP has not presented any evidence from an arborist evaluating the impact to the trees from alternative construction methods, including the system we proposed, requiring an 8-12" intrusion. The only arborist on record who has considered alternative construction methods is Gerson Nyeri, who testified before the HDRC that the impact to

**the trees from a pier and spandrel solution proposed by Gutierrez and Cruz, with an 8-12” intrusion, root trimming and sealing, would provide the trees a reasonable chance of survival.**

PROJECT LONGEVITY - Other concerns include the longevity of the project should trees remain in place. Due to proximity to the water, all trees in the area are fast growing and will continue to negatively impact the walls in the future. After carefully considering alternatives, likely outcomes, expense, and likelihood of future interventions needed, the City maintains that the proposed design will deliver a project that balances tree preservation with delivery of a lasting project that ensures future public access and recreational use and preserves historic features of the park consistent with the Secretary of the Interior Standards. **RESPONSE: The Tree Assessment Committee refutes this statement specifically as to Tree 101, finding that its roots are unlikely to impact the rebuilt walls (“We do not expect preserving #101 to cause damage to the restored wall in the future.”) Exhibit A-14. Moreover, the pier and spandrel wall proposed by Gutierrez and Cruz is more durable and is designed to last longer than the cantilever system proposed by the City. Exhibits A-1, A-2. The solution proposed by Gutierrez and Cruz is also designed to support existing trees and new canopy trees. These trees will enhance recreational use and preserve historic features far better than the City’s barren design. As the Tree Committee commented:**

**Our assignment was to evaluate all trees on this project according to the provided plans and the scope of planned construction. There are other trees besides the 3 already mentioned that could be preserved with some changes to the current plan . . . Having walking access along the entire length of these features may not be as important as a nice shade tree. The public will use a shade tree much more than walking down to the acequia. ... Even the education sessions you envision are more likely to set up under a shade tree than spending time in the sun next to a feature. And the benefits of shade, cooling, erosion control, carbon capture, storm water retention seem more beneficial than a uniform grading of the landscape.**

**Exhibit A-14.**

**The City has presented this Board with no evidence of difference in expense to comply with the UDC, as would be required of any private applicant. In the absence of evidence, this factor should be disregarded and cannot be used to justify the COA.**

### **C. Points of Error**

As outlined below, the HDRC's decision rests on an erroneous reading of the relevant Unified Development Code, as well as numerous incorrect factual findings.

1. The OHP Misinterpreted and Filed to Apply the UDC Provision Governing Removal of Heritage Trees in the Rio.

Section 35-680 of the UDC is applicable here. That Section, titled "Demolition of Historic Features in the River Improvement Overlay Districts," provides:

**Heritage Trees.** Removal or damage to heritage trees such as large Cypress trees and other, old significant trees at top of bank or along the Riverwalk **is prohibited** in all river improvement overlay districts. Except where the tree is damaged due to disease, age or physical condition **and** must be removed for the safety reasons. Then with a recommendation from the city arborist, or the official urban forester, the historic and design review commission may grant approval for demolition.

Section 35-680 (emphasis added).

This provision is contained within Section 35-680, sandwiched between provisions that provide protection to the "Items shown on the Robert Hugman Plans" in the Riverwalk, and those for "Other Items of Historic or Archaeological Interest" including "acequias, dams, aqueducts, old mills, trailways, and other river related features." By placing this provision in this Section and specifically identifying Heritage Trees as a category to be protected, the City has provided these trees on the Rio equal protection and status to the built structures as character-defining features of the Rio, and greater protection than other Heritage and Significant Trees in the City, even those in the 100-year floodplain.

Unlike in Section 35-523, the general tree preservation ordinance, Section 35-680 contains no provisions for waivers or mitigation. Absent unusual and compelling circumstances, discussed below, removing Heritage and Significant trees along the River is strictly prohibited unless the trees are found to be damaged **and** pose a safety hazard. This provision embodies recognition of San Antonio citizens, embodied in the Code, that the grand trees on the River are a character-defining and essential element of the City.

The City acknowledges that Section 35-680 applies in this case. However, the City has failed to adhere to its requirements. In its first error, the City misquotes and misinterprets the provision. The City mistakenly uses the word “or” rather than “and” in applying the phrase: “Except where the tree is damaged due to disease, age or physical condition **and** must be removed for the safety reasons.” The plain meaning of Section 35-680 requires that a Heritage Tree in the Rio must be both “damaged due to disease, age or physical condition” and “must be removed for safety reasons.” None of the Heritage trees in question have been found to be “damaged due to disease, age or physical condition.” Without this finding the COA must be denied, and the misinterpretation corrected.

OHP’s substitution of “or” for “and” led to a second erroneous interpretation of Section 35-680: that “safety reasons” does not apply to the tree. Just as OHP has not found that any tree is damaged, it also has failed to find that any tree must be removed for safety reasons. Rather, OHP relies on a finding that the failing walls, *not the trees*, pose a safety hazard, and therefore the *trees* must be removed.

Read correctly, with “and” nor “or”, the plain meaning of Section 35-680 is that the tree must be removed for safety reasons caused by the condition of the tree. The tree must be damaged **and** must be removed for safety reasons, upon recommendation of the arborist.

Third, in addition to findings that a tree is 1) damaged and 2) must be removed for safety reasons, the UDC provides that “[t]hen with a recommendation from the city arborist, or the official urban forester, the historic and design review commission may grant approval for demolition.” The record before this Board lacks any such recommendation. For this reason alone, the COA permit must be reversed.

In addition to be contrary to the plain language of the law, the City’s interpretation is violates the law’s clear intent. The City’s interpretation provides trees in the Rio *less* protection than other trees city-wide rather than *more*, which is plainly the intent. For example, Section 35-523, the tree ordinance applicable to all Heritage trees in the City, specifically requires protection from “trenching or excavation that may damage or destroy any significant or heritage tree or areas of tree canopy as defined” as planned here. It seems evident that if the City can interpret the safety problem to come from the construction or other external factors, rather than the documented condition of the tree, then any planned construction near a Heritage Tree could be designed to render that tree a safety hazard.

Here, the City is trying to do exactly that. The walls are a hazard, not the trees. In this situation, construction must be designed, if at all possible, to preserve healthy Heritage Trees. The City has failed to do that, instead instructing its Design Team *from at least as early as March 2021* to remove all trees within 15' of the walls. See Exhibit A-18. The City has chosen, for ease of construction, a method of construction that destroys the trees, even when presented with a clear, win-win alternative.

Lastly, OHP has not made any findings to support a conclusion that “compelling and unusual circumstances exist” to justify demolition. Section 35-680 sets forth five criteria for consideration, but there is no evidence that OHP or the HDRC considered any of them. As described below in bold, the proposal cannot meet any of these criteria.

A. The historic or architectural significance of the object, site, or structure;

**RESPONSE: OHP did not examine the significance of the trees to the landscape, despite being requested to do so by THC and required to do so by the Guidelines.**

B. The importance of the object, site, or structure to the integrity and character of the river improvement overlay district; **RESPONSE: OHP did not examine the significance of the trees to the landscape, despite being requested to do so by THC and required to do so by the Guidelines.**

C. The difficulty or the impossibility of reproducing such an object, site, or structure because of its design, texture, material, detail, or unique location; **RESPONSE: unlike the walls, the contribution of the trees cannot be reproduced, and the proposal will not allow new canopy trees to be planted.**

D. Whether the object, site, or structure is one (1) of the last remaining examples of its kind in the neighborhood, the city, county, region, state, or nation; **RESPONSE: the live oaks are the largest remaining stand on the RIO in the Park; tree clusters are particularly valued under the UDC.**

E. Whether reasonable measures can be taken to save the object, site, structure, or cluster from further deterioration, collapse, arson, vandalism or neglect. **RESPONSE: there are numerous reasonable alternatives to preserve the integrity of the site, which includes preserving the trees, allowing new trees, and rehabilitating the walls. See Engineers' Statements, Exhibits 1-6.**

As demonstrated, the City's request is premised on inaccurate assertions that it cannot move the walls or employ other modern engineering techniques in order to preserve trees. This premise was refuted repeatedly by the THC, but the City persisted in refusing to consider reasonable alternatives, due to unexplained and unsupported assertions of expense, ease of construction, OSHA and other, unidentified "factors." This Board routinely denies permits in circumstances more compelling than this. The City's action, if allowed the stand, would violate the letter and spirit of the law, and the City's interpretation of the law would eviscerate the protection provided in the Code to Heritage and Significant trees in the Rio. The COA must be reversed.

2. The City Failed to Apply UDC Section 35-455

Section 35-455 sets forth the procedure for any hearing on a request for demolition of a historic landmark or in a historic district be delayed for 60 days. It further provides that "[t]he historic preservation officer shall prepare, as part of the submission, a report to the historic design and review commission analyzing alternatives to the demolition, and request from other departments and agencies information necessary for the preparation of this report." OHP has not produced the required report, and the COA must be reversed on this basis.

3. The City Failed to Properly Apply UDC Section 45-643, Requiring Application of Secretary of Interior Standards for Cultural Landscapes

The City acknowledges that the UDC requires it to apply the Secretary of Interior Standards for Preservation. Section 45-643 makes this consideration mandatory: "In considering an application for a certificate to alter, restore, rehabilitate, or add to a building, object, *site* or structure the historic and design review commission *shall* be guided by the following general standards of the Secretary of the Interior's Standards for Rehabilitation in addition to any specific design guidelines included in this article." (Emphasis added).

Subsection (a) of Section 45-643 further provides that "[e]very reasonable effort shall be made to *adapt the property* in a manner which requires minimal alteration of the building, structure, object, *or site and its environment*." (Emphasis added).

However, the City erred by applying only guidelines applicable to the built environment, and not those applicable to the landscape as a whole. Despite the THC repeatedly advising the City to include natural features in its consideration, the City refused to do so. The City compounded this error by repeatedly misstating the THC's position to the

HDRC and the public and insisting that alternative construction methods could not be used to preserve the trees. The City's failure to consider the integrity and contributing features of the landscape as a whole violates the UDC.

Exhibit 4 to Attachment D is excerpts of the Secretary of Interior's Guidelines for the Treatment of Cultural Landscapes. These Guidelines set forth a number of principles that the City has violated, including:

1) Failure to research and inventory the character-defining and other features of the historic landscape. Attachment D, Exhibit D-4, p. 4-5. As noted above, the City commissioned a report exclusively on the "built environment cultural resources." Exhibit A-9. If the City had properly conducted a study, it would not have made repeated erroneous assertions that trees were not present when the walls were built, an assertion that is refuted by the photo above. The City would have also discovered that the significance of Lambert Beach is in the history of recreation and vernacular landscape design. Lambert Beach is significant as the first example in a series of shady spring fed public pools along the Balcones Escarpment, a group that also includes shady Barton Springs, Landa Park, and San Marcos Springs. The City would have realized that its proposed design radically and irrevocably alters this landscape to something unrecognizable as a natural swimming pool.

2) Failure to properly balance natural and built features. The Guidelines make clear that Natural Systems "are an integral part of the cultural landscape and must be considered when selecting an appropriate treatment." Attachment D, Exhibit 4 at 9-10. The Guidelines contain numerous prescriptive recommendations to preserve historic vegetation including stabilizing trees through staking or cabling, retaining or perpetuating existing vegetation through propagation using collected seeds or cuttings, and otherwise preserving the continuing integrity of the natural features of the landscape. Attachment D, Exhibit D-4 at

3) Failure to recognize, despite being advised by THC, that modern engineering solutions are acceptable and that adaptations may be made to achieve preservation goals. The Guidelines make clear that modern adaptations are acceptable. See Attachment D-4 at Had OHP complied with Section 35-643, it would have realized that simple solutions such as anchoring the stone walls from the front with undetectable nails to minimize root impacts, or lowering the wall (which is already of varying height) by a few inches to accommodate a



Heritage tree, is not only permitted, but required as a "reasonable effort" under the UDC to preserve the protected site and its environment.

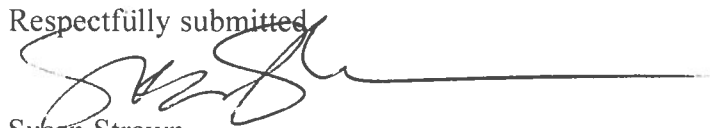
**D. Conclusion**

The UDC provides the highest level of protection to Heritage and Significant trees in the RIO. This legal protection is grounded in City policy that recognizes these trees as uniquely valuable and irreplaceable resources. This is even more true of trees at Lambert Beach, a recognized historic and protected landscape. The COA as issued will not only destroy character-defining existing trees, but prevent new canopy trees from replacing them. As Mr. Gutierrez said: "San Antonio should do better than this. Brackenridge deserves better than this." Exhibit A-3.

The COA is premised on erroneous interpretations of UDC Section 35-680, and failure to comply with that Section as well as Sections 35-455 and 35-643. The COA is also based on numerous inaccurate and unsupported factual assertions that provide an insufficient record before this Board. We urge the Board to uphold the UDC requirements applicable to the City, as it would for any applicant, and prevent irreparable damage to the City's premier Park.

We respectfully request that the COA be reversed.

Respectfully submitted



Susan Strawn

Property Owner Applicant

Agent for Property Owner Tomme Lu Moore Rivkin and  
Applicant River Road Neighborhood Association

**Attachment****Description of Attachments and Exhibits****A****Errors and Exhibits**

**Exhibit A-1:** Carlos Gutierrez letter to Texas Historical Commission (THC)

**Exhibit A-2:** Carlos Gutierrez Supplemental letter to THC

**Exhibit A-3:** Carlos Gutierrez Voicemail/letter to HDRC dated 19 April 2023

**Exhibit A-4:** Carlos Gutierrez Resume

**Exhibit A-5:** Moises Cruz Statement dated 31 January 2023

**Exhibit A-6:** Moises Cruz Curriculum Vitae dated 8 May 2023

**Exhibit A-7:** Proposed 2017-1022 Bond Program Information Guide (excerpt)

**Exhibit A-8:** National Register of Historic Places (excerpts)

**Exhibit A-9:** Letter from the THC Exec Director to COSA dated 9 Feb 2022

**Exhibit A-10:** Lambert Beach historic resource report

**Exhibit A-11:** Draft Minutes THC Executive Committee dated 11 April 2023

**Exhibit A-12:** Gmail regarding Brackenridge Park – Section 106 process

**Exhibit A-13:** Boring Report dated 30 January 2023

**Exhibit A-14:** Tree Assessment Committee dated 16 May 2022

**Exhibit A-15:** THC Ashley Salie refuting COSA statement dated 18 February 2022

**Exhibit A-16:** THC email regarding trees versus moving the walls dated 8 March 2022

**Exhibit A-17:** Variance Request Letter dated 19 January 2022

**Exhibit A-18:** HDRC Presentation 15' tree setback

**B****Certificate of Appropriateness****C****Email regarding BOA Deadline Question****D****Unified Development Code (UDC) and Historic Design Guidelines**

**Exhibit D-1:** UDC Section 35-680

**Exhibit D-2:** UDC Section 35-523

**Exhibit D-3:** UDC Section 35-455

**Exhibit D-4:** UDC Section 35-643

**Exhibit D-5:** Secretary of the Interior Guidelines for Treatment of Cultural Landscapes (excerpts)

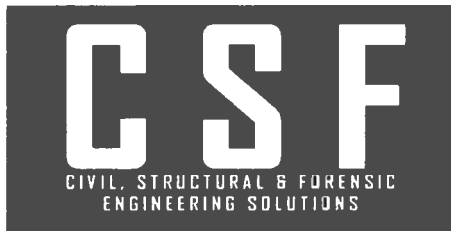
**E****Proof of Standing**

**Exhibit E-1:** Susan Strawn Deed

**Exhibit E-2:** Tomme Lu Moore Riklin Tax Document

**Exhibit E-3:** River Road Neighborhood Association (RRNA) Bylaws

**ATTACHMENT A**  
**Exhibits A-1 to A-18**



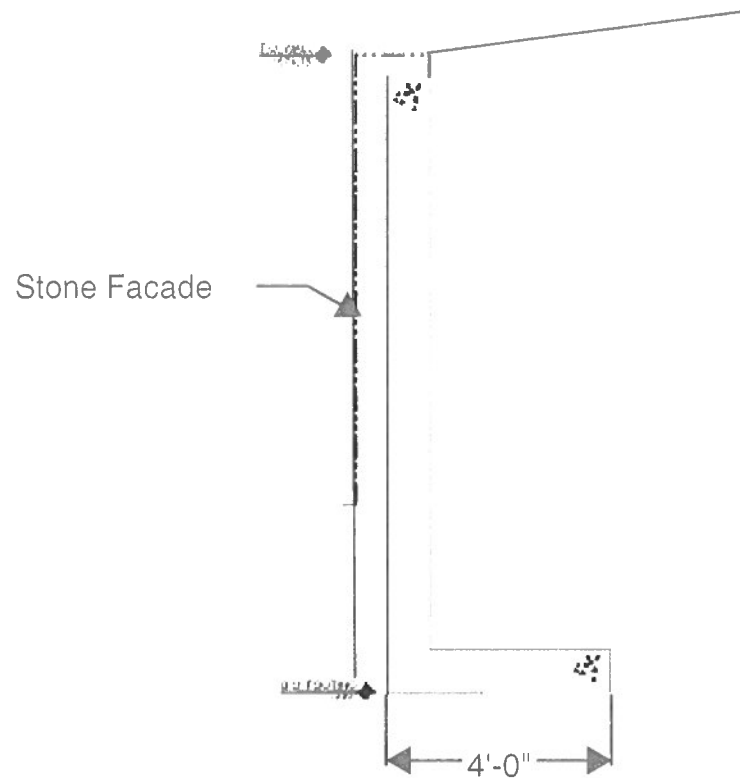
11301 Fallbrook Dr. Suite 320  
Houston, Texas 77065  
832-678-2110 Fax 832-678-2115

March 1, 2023

Subject: Lambert Beach Proposed Retaining Wall System

To Whom It May Concern:

1. My name is Carlos Gutierrez. I am a native San Antonian and grew up visiting Brackenridge Park. I graduated from Texas A&M University in 1985 with a degree in Civil Engineering. Since 1986, I have lived in Houston where I am President and Principal of CSF Consulting, LP., a civil/structural engineering firm. I have 37 years of experience, which includes designing retaining walls in floodways for the City of Houston, as well as designing complex structures including bridges, multi-story buildings and schools.
2. I was contacted by the River Road Neighborhood Association (RRNA) to assist with evaluating the City of San Antonio's project that included rebuilding retaining walls at Lambert Beach in Brackenridge Park. I was asked by the RRNA whether an alternative solution was possible to rebuild the walls without destroying the trees. I was informed that the City had declined to engage in any process that would involve moving the walls into the waterway as it would require a permit from the Army Corps of Engineers, and that, accordingly, I should focus on a design that did not require any movement of walls. I agreed to assist on a pro bono basis.
3. I visited the site and viewed the remaining walls and the trees. I also reviewed the City's construction plans for the site that were provided in its permit application to the Texas Historic Commission.
4. The City's construction plans revealed that it is proposing to build a shadow retaining wall and then rebuild or reconstruct the old walls to the new retaining wall. The proposed design uses a cantilever wall system. With this system, a 4-foot-long footer is built at the bottom of the retaining wall, extending into the riverbank. See Sketch on Next Page



5. This cantilever construction method would require removing all trees and earth approximately 5 feet into the riverbank away from the river and wall. This solution requires the destruction of trees near the walls.
6. Moreover, the cantilever design is not designed to support future trees on the banks with large canopies, nor is it strong enough to support the planting of new trees with large canopies. For this reason, the City's design reflects that no new canopy trees will be planted on the banks to replace the ones that would need to be destroyed.
7. Given the limitations posed by the City's decision to not obtain an ACE permit, I proposed a pier and spandrel wall be used where necessary to protect the trees.
8. This design would require piers to be drilled at intervals of approximately 12 feet on center with a spandrel wall between the piers. This design allows for flexibility in the placement of piers to minimize disruption to the root systems of the trees. Moreover, the pier and spandrel design requires an encroachment of only 8-12 inches into the riverbank in the area of the wall located between the trees.
9. Unlike the cantilever design, a pier and spandrel design would minimize potential harm to the trees and provide them with a reasonable chance of survival.

10. Importantly, the pier and spandrel design is stronger and more durable than the cantilever design. This design will allow new canopy trees to be planted on the riverbank to eventually replace the old heritage trees and maintain the integrity of the historic landscape.
11. It is my professional judgment that a pier and spandrel wall design is feasible and will accomplish the preservation of trees as well as allow the replacement of large canopy trees in this landscape.

Sincerely,  
CSF Consulting, LP  
TBPE Firm No/ F-4395

Carlos A. Gutierrez, P.E.  
Principal Civil/Structural Engineer



Carlos Gutierrez

Digitally signed by Carlos  
Gutierrez  
DN  
E=carlos@csfengineers.com,  
CN=Carlos Gutierrez, O=CSF  
Consulting, L.P., L=Houston,  
St=Texas, C=US  
Reason: I attest to the accuracy  
and integrity of this document.  
Contact Info: TBPE Firm F-4395  
Date: 2023.03.02  
09:55:09-0600'



11301 Fallbrook Dr. Suite 320  
Houston, Texas 77065  
832-678-2110 Fax 832-678-2115

April 4, 2023

Re: Lambert Beach Retaining Walls, Brackenridge Park

Dear Chairman Nau and Members of the Commission:

I am writing to follow up on my letter of March 1, 2023, which was submitted to the Commission by the River Road Neighborhood Association. In that letter, I set forth my professional opinion that, unlike the cantilever design proposed by the City of San Antonio to replace the retaining walls, a drilled pier and spandrel design would minimize potential harm to the trees and provide them with a reasonable chance of survival. I explained that a pier and spandrel design requires far less incursion into the bank than the cantilever system. Moreover, it is stronger than the City's proposed wall and will allow new canopy trees to be planted on the riverbank to eventually replace the old heritage trees and maintain the integrity of the historic landscape.

Since submitting the letter, I requested and obtained from the City the Geotechnical Report for the site. This report contains the soil samples needed to evaluate the feasibility of using helical piles instead of the drilled piles that I proposed in my earlier letter. I consulted with Fortified Engineering Solutions, a Geotechnical firm in Garland, Texas. Based on load profiles I supplied and the soils report provided by the City, we concluded that use of helical piles is feasible at this site.

A helical pile acts like a wood screw. When a wood screw is used, the wood is compressed to allow the screw to go into the wood. With a helical pier, instead of digging soil out as we do for a drilled pier, the helical pile compresses all the soil around it. This makes helical piles a less intrusive application. The pile will push or compress any roots or perforate through the roots. In certain conditions, the location of the helical can be adjusted to miss larger roots that cannot be perforated.

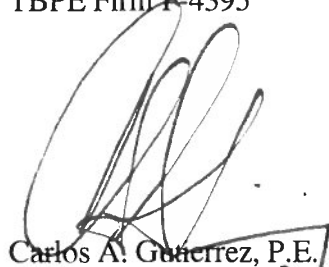
As I noted in my previous letter, I am a native San Antonian, and, although I now live and own my firm in Houston, I also own a home in San Antonio and care deeply about the preservation of Brackenridge Park for future generations. It is my personal opinion that the heritage oaks on the banks at Lambert Beach contribute enormously to the integrity and character of the landscape.

In my view it would be a travesty to demolish irreplaceable trees with the goal of preserving a wall. The wall can be rebuilt, using the same stones, to be identical to the existing wall. In my professional judgment, even under the City's plan, the remaining wall is highly unlikely to survive the planned construction intact and will almost certainly have to be rebuilt in any case.

April 4, 2023

It is my professional opinion that a pier and spandrel system using helical piers, where needed to protect roots, will give the trees the opportunity to grace the Park for years to come and that they are likely to do so.

Sincerely,  
CSF Consulting, LP  
TBPE Firm F-4395



Carlos A. Gutierrez, P.E.

Principal Civil/Structural Engineer



Carlos Gutierrez

Digitally signed by Carlos  
Gutierrez  
DN:  
E=carlosg@csfengineers.com,  
OU=Carlos Gutierrez, O=CSF  
Consulting, LP, L=Houston,  
S=Texas, C=US  
Reason: I attest to the accuracy  
and integrity of this document  
Contact Info: TBPE Firm F4395  
Date: 2023.04.06  
10:13:49-05'00'

Cc: Lori Houston, Assistant City Manager (via email)  
Homer Garcia III, Director, Parks and Recreation Department (via email)  
Razi Hosseini, Director/City Engineer, Public Works Department (via email)  
Jamaal Moreno, Project Manager (via email)  
Terry Brechtel, Interim CEO, Brackenridge Park Conservancy (via email)





11301 Fallbrook Dr Suite 320  
Houston, Texas 77065  
832-678-2110 Fax 832-678-2115

April 19, 2023

Reference: Item 16, 3700 N St. Mary's/Brackenridge Park, Lambert Beach  
To Whom it may Concern:

Statement of Carlos Gutierrez

My name is Carlos Gutierrez, and I am calling with respect to the Brackenridge Project. I grew up in San Antonio and now I am a principal at CSF Consulting LP in Houston. I have done engineering projects all over the country including retaining walls. My CV and letters have been provided to you.

At the request of the River Road Neighborhood Association, I have visited the site in Brackenridge Park several times. In my professional opinion, the trees can be given a fighting, reasonable chance of survival. Our solution is simple. Take down the wall where necessary, install the shadow wall, and rebuild the rock wall. We need only 8-12" of intrusion into the bank to do this, saving the trees. The City's plan requires at least 5 feet of excavation, and is a structurally weaker wall.

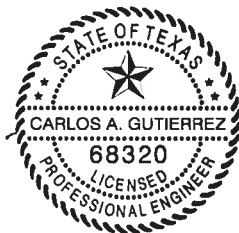
If the City wanted to save trees, it could. The problem here is not an engineering one. In a normal project, requirements are given, and solutions found. The City of San Antonio has not required its design team to preserve the trees. We can design walls to do that, but we cannot overcome bureaucratic inertia.

The Texas Historical Commission specifically asked that the City consult with experts and consider alternatives, but it has not. The City has refused to consider our proposal and has instead relied on the false premise that the walls must be preserved intact.

Under the City's plan, the walls will collapse once the soil and roots are removed from behind them. We will have neither trees nor walls. San Antonio should do better than this. Brackenridge deserves better than this. The Commission should enforce the tree ordinance and require that the City consider alternatives.

Sincerely,  
CSF Consulting LP  
TBPE Firm F-4395

Carlos A. Gutierrez, P.E.  
Civil/Structural Engineer





***Functional Role and Responsibilities***

Carlos is the Principal in charge of all civil and structural design functions for the company. As Principal, Carlos tracks major project milestones, provides project reports, and supervises all design work.

As Lead Civil/Structural Engineer, he takes on full management responsibility for projects. Carlos provides designs for complex issues and supports the design group with technical design issues. Carlos coordinates work and maintains all channels of communications between the civil/structural design group and clientele.

***Career Highlights***

Carlos has worked as an engineer in bridge engineering for the transportation industry, Civil/Structural Engineering for the petro-chemical industry, residential/commercial industry and institutional industry. He has brought a diverse technical knowledge with his involvement in a spectrum of projects. Carlos has also investigated over 300 structures as a forensic engineer, applying his technical and construction knowledge to decipher the cause and origin of damage or building distress. Carlos has also been a project manager for multi-million dollar construction projects in the petro-chemical industry bringing a vast amount of project management experience.

***Education and Educational Activities***

Bachelor of Science in Civil Engineering, Texas A&M University, 1985  
LEED New Construction and Major Renovations: Technical Workshop 2/2005  
Continuing Education  
Wind Load for Buildings Code updates  
Fundamentals of Earthquake Engineering Code Updates  
Repair and Rehabilitation of Concrete  
Cold Weather Engineering

***Years of Experience***

Total years of experience: 36 years  
Years with firm: 24 years

***Employment***

1997 – Present CSF Consulting LP (Formally PE Service Consulting Engineers)  
1998 – 2001 Belsco Services, Inc.  
1989 – 1997 CDI - Stubbs Overbeck  
1986 – 1989 Turner Collie & Braden Consulting Engineers

***Honors and Awards***

Chi Epsilon National Civil Engineers Honor Society, 1985 Distinguished Student Award for Outstanding Academic Achievement, Texas A&M University College of Engineering 1985  
Structural Engineer Certified Board 2005  
Certified STAAD.Pro Trainer  
Model Law Structural Engineer Designation NCEES –MLSE  
CSF Consulting LP\*11310 Fallbrook Drive, Suite 320\*Houston, Texas 77065\* 832-678-2110 fax 832-678-2115  
[www.csfconsultinglp.com](http://www.csfconsultinglp.com)

***Books, Publications and Presentations***

Baytown vs. Turner Construction - Lack of Building Rigidity is Linked to Water Infiltration, Fall 2003,  
American Society of Civil Engineers  
STAAD.Pro Standard Class and Advanced Class Teacher

***Registrations:***

**Registered Professional Engineer in the following states:** Alabama, Alaska, Arizona, Arkansas, Colorado, California, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Idaho, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Maine, Maryland, Missouri, Massachusetts, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, South Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Texas, Utah, Virginia, West Virginia, Wyoming and Washington.

**Registered Structural Engineer in the following State:** Illinois, Nevada, Oregon

**Appointed Qualified Windstorm Inspector Commissioner of Insurance Texas 2012**

***Exams:***

Civil Endorsement 1990 Structural I Exam 1991; Structural II Exam 2005; California Civil Seismic Specific 2007; California Civil Survey Specific 2006

***Memberships***

American Society of Civil Engineers  
American Institute of Steel Construction  
Structural Engineering Institute  
American Concrete Institute  
Structural Engineer Certification Board

***Representative Experience***

**Higher Education**

*Texas A&M Veterinary Hospital, College Station, Texas*

Principal Structural Engineer for the renovation of the existing facilities. The facilities have undergone renovation that involved redefining the use of existing space and its modernization.

*Texas A&M University Hotard Hall, College Station, Texas*

Principal Structural Engineer for the renovation of the existing men's dormitory. The dormitory was modernized with a new heating and cooling system. Penetrating through every floor, the installation of duct work throughout the building created a challenge. Until its renovation, the building had been in service since 1936 with no air-conditioning.

*Lone Star Community College Satellites*

Principal Civil/Structural Engineer for three 15.5 million dollar school facilities, Conroe, Atascosita and Cyfair. Provided total site civil design of utilities, drainage, grading and parking. Provided structural design for two story academic buildings. Total construction value 47.0 million schedule completion August 2011.

*Lone Star Community College Victory Center*

Principal Civil/Structural Engineer for satellite school facility in Houston, Texas. Provided total site civil design of utilities, drainage, grading and parking. Provided structural design for two story academic buildings. Total construction value 16.0 million schedule completion August 2011.

*Sam Houston State University*

Principal Civil/Structural Engineer for new Art Building and new Maintenance Warehouse. Provided total site civil design of utilities, drainage, grading and parking. Provided structural design for Pre-Engineered Metal Building foundation. Provided structural design for interior mezzanine platforms. Total construction value 5 million schedule completed August 2010.

**K-12***Scroggins Elementary School HISD, Houston, Texas*

Principal Civil/Structural Engineer for the 3.5 million dollar renovation of this elementary school. This school was brought to ADA compliance with a new 3 story addition with an elevator in addition to a new library. Completed in 2005.

*Hartsfield Elementary School HISD, Houston, Texas*

Principal Civil Engineer for the renovation of this elementary school. Provided a new drop off area and pickup areas in the front of the school and brought this one story school to ADA compliance. Completed 2005.

*Tijerina Elementary School HISD, Houston, Texas*

Principal Civil/Structural Engineer for the 5.5 million dollar expansion and renovation of this elementary school in the heart of Houston. In addition to a new library, a new two story wing was added providing an additional 100,000sf of classroom space. Completed in 2006.

*Elementary School No. 38 FBISD, Sugar Land, Texas*

Principal Civil Engineer for this new elementary school. Provided all parking and drive lane design along with all utilities. Provided a left turn lane for entry into new school. 12 million dollar project. Completed in 2005

*Franklin High School, Franklin, Texas*

Principal Civil Engineer for the new Franklin High School. Provided all Civil site design systems and utilities for the project. Completion in 2007.

*EA Jones and Missouri City Middle School FBISD, City of Missouri, Texas*

Principal Civil Engineer for the demolition of the two existing schools and construction of two new schools within the same tract of land. This project involves phase construction of the site and utilities while maintaining the campus functional during construction. This 33 million dollar project completed in 2008.

**Medical Facilities***Bellaire Medical Center, Houston, Texas*

Principal Civil/Structural Engineer for the 30,000sf, 2 million dollar single story facility. Provided facility design and supervision for both the civil and structural engineering. Completed construction in 2007

*VA Hospital, Houston, Texas*

Principal Civil/Structural Engineer for the 50,000 , 3 million dollar single story facility, expansion of DeBakey VA Hospital in Houston, Texas. Provide Structural and Civil Design . Completed construction in 2009.

*Two Harbor Square Medical Center League City, Texas*

Principal Civil/Structural Engineer for the 90,000, 5 million dollar single story facility multiple medical tenant use in League City. Provided Structural and Civil Design. Completed construction in 2008.

**Government Facilities***City of Houston, George Bush International Airport, Rehabilitate Existing Pump Lift Station*

Principal structural engineer for rehabilitation of existing of Houston Storm Sewer Lift Station No. 1 at Houston's Bush Airport was to be modified to handle increase storm sewer volume. The 35-foot diameter wet well was to be modified to accept larger volumes and increase pumping requirements. The existing pumps are support by the top slab and are to be replaced by larger pumps. No existing drawings on the lift station were available. Based on the field geometry obtained and geophysical investigation performed by utilizing Ground Penetrating Radar, we performed a finite element analysis of the lift station which included supporting the proposed pumps and motors in accordance with the IBC Code.

*City of Houston, City of Pearland 30-inch Waterline interconnect*

Principal structural engineer for the structural design of 400 feet long aerial pipeline bridge, meter stanchion and pump support station. The 30-inch pipe was designed such that it could span 100 feet between supports. The supports are concrete 48-inch drilled piers with caps formed to the shape of the pipe with a hold down strap. The pipe also had expansion joints to allow for thermal growth in the pipe structure was design to AWWA standards and City of Houston standards. The meter station is mat foundation 56 feet long by 15 feet wide by two feet that supports water meter station. Pump station supports are individual block foundation that support pumps and motor skids. Block foundation range with the largest being 15 feet x10 feet by 4 feet thick.

*City Hall Structural Assessment, City of Bellaire, Texas*

Principal Structural Engineer for the structural assessment for the City of Bellaire, Texas. Based on the assessment, a decision is pending to be made to either renovate this exiting facility or plan for a new facility.

*City of Houston Mounted Patrol Facility, Houston, Texas*

Principal Civil/Structural Engineer for a new equine facility, visitor centers and administrative offices. The project has a budget of \$5.6 million. The project is on a 30 acre tract and will consist of over 100,000 sf of buildings. Horse stables, Arena, Round pen, Administrative office and K-9 kettle. This project is to be designed to obtain a LEED Sliver accreditation. Forecasted construction completion spring 2008.

*USPS Bulk Mail Centers – USA*

Principal Structural Engineer with the installation of new conveyor systems and platforms for the bulk mail centers throughout the country. Provide design and supervision for supports systems and retrofits for existing facility. Work has been on going since 1999 and is scheduled for completion in 2008.

*Tranquility Park Garage, City of Houston, Texas*

Principal Structural Engineer for the assessment of the existing 3 story garage in downtown Houston. Inspected over 1,000,000sf of parking area and provided designs and recommendations for the remediation of problem areas.

*Denver Harbor Community Center, City of Houston, Texas*

Principal Structural Engineer for the assessment of the existing Community Center 2 miles east of downtown Houston. The facility is less than 3 years old and has sustained substantial structural distress. Provided recommendations and construction documents for repair.

**Highway and Pedestrian Bridges***Grand Parkway Segment F, Harris and Montgomery Counties, Texas*

Design engineer responsible for the design of the SH99 Main Lane Bridge over UPRR Railroad/Rothwood in Harris County, Texas. The bridge consisted of TX54 Prestress concrete beams supporting cast-in-place concrete deck with a length of 1816 feet. The abutments bent 1&17 and interior bents 2-6 and 13-15 were designed utilizing cast-in-place concrete. Interior Bents 7 – 12 are Post Tension cast-in-place concrete. Foundation are straight drill shafts varying in diameter from 54 inches to 120 inches. Bridge was designed in accordance to AASHTO LRFD 5<sup>th</sup> Edition 2010 and AREMA standards. Construction completed October 2015.

*Pinemont over HCFCD E-116-00-00, City of Houston, Houston, Texas*

Principal Bridge Engineer for a 1 span continuous deck bridge. The girders are prestress concrete box beams 20 inches in depth. The bridge deck is 80 feet wide and 4" thick concrete. This bridge will provide two traffic lanes east bound and west bound. The bridge was designed in phases of construction to maintain current traffic flow. This project is scheduled for completion in 2012

*City of Houston Bikeway Program Buffalo Bayou Hike and Bike Trail Program Shepherd to Sabine*

Principal Bridge Engineer for two (2) bike and hike trail bridges along a 4.5 mile stretch of trail along Buffalo Bayou. The bridges were designed for the controlling Live load of 85 psf pedestrian load or an H-10 ASSHTO Truck load. The first bridge structure consists of cast-in-place drill shaft foundations and abutments and with a pre-engineered truss bridge. The bridge abutments were designed to accept reinforced earth retaining walls. The second bridge is design to be under hung off of the Shepherd Rd Bridge that spans over Buffalo Bayou. Steel Collars were designed to accept steel bents that will support pre-engineered truss bridges. This project is schedule for construction completion in 2012.

*US 90 @ Mercury Dr., Bridge TXDot, Houston, Texas*

Principal Bridge Engineer for a 3 span continuous deck bridge. The girders are prestress concrete beams with spans 107-117-121. The bridge deck is 122 feet wide and 8" thick concrete. This bridge will provide four traffic lanes east bound and west bound. The bridge meets TxDot Aesthetic criteria for superstructure. This project is scheduled for completion in 2007.

*City of Houston Bikeway Program Halls Bayou Hike and Bike Trail Program*

Principal Bridge Engineer for seven (7) bike and hile trail bridges along a 2.86 mile stretch of trail along Halls Bayou. The bridges were designed for the controlling Live load of 85 psf pedestrian load or an H-10 ASSHTO Truck load. The bridge structures consist of cast-in-place drill shaft foundations and abutments and with a pre-engineered truss bridge. The bridge abutments were designed to accept reinforced earth retaining walls. This project is schedule for construction completion in 2008.

*Westpark Tollway @ Bray Bayou Texas Turnpike Authority, Houston, Texas*

Principal Bridge Engineer for a 3 span continuous deck bridge. The girders are prestress concrete beams with spans 90-100-90. The bridge deck is 180 feet wide and 8" thick concrete. This bridge will provide two traffic lanes east bound and west bound. Completion in 2005

*Grand Parkway Segment D, Harris and Montgomery Counties, Texas*

Design engineer responsible for the design of the Southern Pacific Railroad Bridge, Drainage structures, and FM1093 Bridge spanning part of the 21-mile segment C of the Grand Parkway SH 99 in Houston, Texas. The bridges consisted of Prestress concrete beams supporting cast-in-place concrete deck. The abutments and interior bents were designed utilizing cast-in-place concrete. All structures were designed in accordance to AASHTO and AREA. Completed in 1992.

*Kaufman and Navarro County TxDOT**Brinsap Inspections*

CSF Consulting LP\*\*\*11301 Fallbrook Dr Suite 320\*\*\*Houston, Texas 77065\*\*\* 832-678-2110 fax 832-678-2115  
www.csfconsultinglp.com

The project scope was to inspect over three hundred bridges in Kaufman and Navarro counties in Texas. Bridges that were inspected consisted of wood bridges, steel bridges and concrete bridges throughout the counties along Texas County Roads and interstates. Deliverables were field notes of inspection along with field condition an assessment of bridges and calculations for load rating bridges based on field assessment, all in accordance with TxDOT Brinsap Manual.

*South Loop 336, Conroe, Texas TxDOT*

*Alligator Creek, East and West Tributary Bridges*

This Project consisted of design of 10.5 miles of new roadway. For this project I designed the Alligator Creek Bridge and the West Tributary No.1 Bridge, Superstructure using TXDOT Type 'C' or Type 'B' prestress concrete beams and a cast-in-place concrete slab. I also designed the bridge abutments and interior supports bents utilizing cast-in-place concrete. All structures were designed in accordance to AASHTO.

*IH45 @ South Loop 336, Montgomery County, Texas*

This Project involved the replacement of the IH45 bridge over South Loop 336 and two new railroad bridges at the depressed frontage roads of Loop 336. Retaining walls for all bridges. I was the design engineer responsible for the structural engineering design of all bridge components, I design Prestress concrete box beams, Prestress concrete Type C beams for IH45 main lane bridge and steel and concrete composite beams for the Missouri Pacific Railroad Bridges. I designed Abutments and Interior bents out of cast-in-place concrete. I designed drill shaft retaining walls at railroad bridges. I designed geometry for earth retained walls along IH45 main lane bridge and at frontage roads. All structures were designed in accordance to AASHTO and AREA.

*US 59 Southwest Freeway/Transitway, Segment II, Houston, Texas*

This project involved 5.0 miles of freeway widening, frontage road replacement, and High Occupancy lane placement (HOV). I was the design engineer responsible for the design of the Hillcroft, Bellarie and Fondren Bridges. I assisted in the design of a 3400 feet HOV lane bridge and T- Ramp. Bridge Abutments and Interior Bents were designed utilizing cast-in-place concrete. Concrete superstructures consisted of Prestress Concrete beams supporting a cast-in-place concrete deck. The HOV lane bridge superstructure at the T-intersection was designed using steel concrete composite beams. All structures were designed in accordance to AASHTO.

*US 183 - Lakeline Blvd to Travis County Line, Williamson County, Texas*

This Project consisted of 8 miles segment of US 183 main lanes and frontage roads. Twelve bridges were part of the segment of roadway. I was the design engineer responsible for the design of the Anderson Mill Road Overpass and Spicewood/McNiel Road Overpass Bridges. Bridge Abutments and Interior Bents were designed utilizing cast-in-place concrete. Concrete superstructures consisted of Prestress Concrete beams supporting a cast-in-place concrete deck. I assisted in the design of the horizontal and vertical alignments for all reinforced earth retaining walls at each bridge. All structures were designed in accordance to AASHTO.

**Petro-Chemical**

*Tosco, The Shell Oil Company, Linden, New Jersey*

Project manager and Civil/Structural engineer, designing concrete column support structures for 6 - 18 feet diameter, 66 feet tall silos with respective foundations being 3 feet thick mat at grade, supported by 14 inch square Prestress concrete piles. Provided the design for the steel enclosed load out structure, railroad foundation and paving at the load out structure. Provided all drainage calculations and sized trenching for battery limit area. Oversaw project budgeting and scheduling in addition to maintaining client communication and coordination with all disciplines. 30 million dollar project completed in 2000.

*Bayer Corporation, Baytown, Texas*

Project manager and Civil/Structural engineer. Served as one of three project managers that managed a 14.1 billion dollar expansion for the Bayer Baytown facility. Served as liaison between on site design personnel and main office design personnel. Major sections managed were the expansion of the waste treatment plant new CSF Consulting LP\*\*\*11301 Fallbrook Dr Suite 320\*\*\*Houston, Texas 77065\*\*\* 832-678-2110 fax 832-678-2115

www.csfconsultinglp.com

primary and secondary clarifiers, Makrolon facility expansion and TDI expansion. Oversaw project budgeting and scheduling in addition to maintaining client communication and coordination with all disciplines. Over 5 billion in construction dollars managed from 1993 to 1997.

*West Gear Oil Plant Mobil Chemical, Beaumont, Texas*

Civil/Structural engineer for the 52 million dollar plant project consisting of 14 vessels and tanks, a drum storage building, a control room building, and 250 feet of structural steel pipe rack. Designed octagonal mat, supported on timber piles, concrete foundations for vessels and tanks in accordance with ACI. Designed masonry block control room building capable of withstanding a 3.0-psi explosion pressure. Designed pipe racks utilizing STAAD III structural design finite element computer program, in accordance with AISC. Provided design for all infrastructure utilities (sewer, water, storm sewer and process sewer) for plant addition. Completed in 1995.

*AMOCO PP4 from Finishing to Loadout, American Oil Company, Alvin, Texas*

Civil/Structural engineer. Designed concrete column support structure for 6 - 18 feet diameter 66 feet tall silos with respective foundations for the silos being 3 feet thick mat at grade supported by 14 inch square Prestress concrete piles. Provided the design for the steel enclosed load out structure. Provided the design for the railroad foundation and paving at the load out structure. Performed all drainage calculations and sized trenching for battery limit area.

*AMOCO PP2 Loadout Structure, American Oil Company, Alvin, Texas*

Project manager and Civil/Structural engineer responsible for the project. Provided scheduling, engineering and procurement. The project consisted of two powder load out stations and a closed loop system with dust collectors and explosion panels. Provided the design for the open lattice structural steel structure supporting load out spouts for railcar loading and its foundations in addition to providing miscellaneous supports for rotary feeders and diverter valves.

*Phillips 66 Kresin Expansion, Phillips 66 Petroleum Company, Pasadena, Texas*

Civil/Structural engineer responsible for design, fabrication and testing of a floating Pelletizing Platform and a single load out station.. Developed a finite element model to emulate spring loads and platform deflections. Designed structural steel platform and support testing structure. Determined the required loading of constant springs and spring cans for the structure. Performed tests utilizing certified weights to emulate equipment weights. Utilized hydraulic jacks and pulleys to emulate thermal movement. The floating pelletizing platform is the first of its kind currently in service. Provided the design for the enclosed lattice structural steel load out building and required foundations and area paving.

*Aristech Line 4 Polypropylene Plant, LaPorte, Texas*

Project manager and Civil/Structural Engineer responsible for the design of load out and wash buildings, Track scale, Elutriator and dust collector support structures and foundations. Performed drainage calculations for Belsco battery limit area. Checked all erection steel shop drawings for compliance with design drawings along with steel connections. Provided scheduling, engineering and procurement.

*Ecopterol Poly 1 and Poly 2 Ecopetrol Baracancabermeja, Colombia, South America*

Project manager and Civil/Structural engineer responsible for design and modernization of the structures for the existing plant. Provided analysis of existing pipe racks for additional loads. Provided design for new truck loading station. Provided design of the new storm sewer system. Designed foundations for new blower packages. Provided design of foundations of new dust collector units. Traveled to Colombia to meet with the client, presenting our designs for all disciplines (Civil, Structural, Piping, Mechanical Electrical and Instrumentation) Lead the HAZOP analysis for the project plant modifications. 1999 to 2001. In 2003 provided additional services for purchase requisitions and drawing modifications for pneumatic conveying equipment. Assisted and lead control narrative review and approval. In 2008, lead control narrative review and approval for Poly 1, construction completed in 2010.



*Katoenatie KTN –Houston Polymers, La Porte, Texas*

Civil/Structural engineer responsible for the 12 – 14 foot diameter, 80 feet tall, 450,000 lb silo support building, railcar unloading and pneumatic equipment structures and foundation design along in addition to the all infrastructure design of sanitary sewers, potable water and drainage sewer systems.

*Dana Gas Crescent Petroleum KHOR MOR LPG Recovery Plant – Iraq*

Structural Engineer responsible for all structures at the LPG recovery Plant located in north Iraq as part of the Excel Engineering team. The project included the design of pipe racks, 28,000 sf Compressor Building along with compressor foundation, over 100 vessel and tank foundations, LPG and NGL pits 88 ft x 25 ft x 22 ft deep, MCC building, Load out facility, 100ft diameter tanks ring wall foundations with perimeter concrete containment walls 15 feet tall.

**Forensic Investigations***150 to 200 Residential Investigation, Houston, San Antonio, Dallas-Ft Worth, Rio Grande Valley, New Orleans, South Florida*

Provided on site inspection of residence. Inspection involved all major structural components and points of water intrusion. Gathered and documented information with photographs, measured residence, created exterior site plan noting conditions with location of paving, walkways, trees and shrubs, in addition to performing elevation surveys, attic inspections, plumbing tests supervision, soil investigation supervision, and other non-destructive testing. Prepared report of findings

*City of Houston, 1200 Travis HPD – Houston, Texas*

Investigated existing, 30 level, Houston Police Department High rise building after Hurricane Ike. Provided field inspection and documentation of locations of distress. Tested existing structure materials for specification adequacy. Performed finite element structural analysis to determine design adequacy of structure and performance under wind loads. Determine building serviceability during Hurricane force winds. Provided recommendations for modifications of structure.

*City of Baytown vs. Turner Construction, Baytown, Texas*

Investigated an existing Restaurant and Ship Yard Store. Provided field inspection of water intrusion points, windows, doors and roof. Provided field inspection of open lattice wood structure. Performed finite element model analysis of the Restaurant structure. Determined that 30 mph hr winds caused the structure to sway as much as 1½ inches and caused water infiltration through window joints and roof joints. Served as Expert Witness giving testimony on behalf of the defendant, the General Contractor. Published an article based on this investigation in the Texas Fall 2003, American Society of Civil Engineers Proceedings.

*Shell Oil Cooling Tower Failure Analysis, Deer Park, Texas*

Provided analysis of a 67000 member cooling tower model and developmental excel spreadsheets to extract values from STAAD.pro and analyzed the wood structure based on NDS design criteria. Investigated the site of the failure. Met with client to eliminate or add potential causes of failure of the structure. Engaged a wood consultant to provide actual wood parameters to determine, with better accuracy, the strength of the material at the site. Assisted in developing a final report that providing conclusions of what might had caused the failure of the cooling tower.

*City Hall Structural Assessment, City of Bellaire, Texas*

Performed foundation elevation surveys, second floor elevation survey, and structural steel connection inspection. Prepared remediation plans for temporary and permanent repairs. Based on this assessment a decision was made to either renovate the exiting facility or plan for new facility.

# A-1 ENGINEERING, LLC

F-12583



1006 Vance Jackson  
San Antonio, Texas 78201  
(210) 591 - 8829

401 Congress Ave, Suite 1540  
Austin, Texas 78701  
(512) 298 - 3360



To Whom it May Concern,

My name is Moises Abraham Cruz and I am Texas Licensed Professional Structural Engineer that owns and operates A-1 Engineering LLC in San Antonio since 2011. I went to Lamar Elementary (down the street from Brackenridge Park) in San Antonio and lived near Mahncke Park which are both across the street from Brackenridge Park. As a kid, Brackenridge Park was my backyard where I learned to fish, swim, climb trees and enjoy wildlife. Brackenridge is not a park without its majestic trees.

I learned that the trees near the pump house were going to be removed because consultants for the City of San Antonio had not developed a design that allowed for the trees to be preserved. It is an honor, privilege, and a blessing that I am now in a position, 34 years later, to provide engineering guidance on preserving the trees that witnessed my adventures.

What I am asking for is no different that any young inner-city kid from a single mother low income household family is asking for, a chance to live, prosper and grow my branches among you. Now this inner-city kid is asking to allow me to help use my engineering knowledge, experience and training to protect the trees that once held me.

The design that I propose is reasonable, feasible and has been accepted in a recent project by the City of San Antonio for similar conditions along the river. In fact, the design that I am proposing was once proposed by the same civil engineers that are on the current design team for the City of San Antonio for the subject project. I learned that the structural engineer that developed the "Design Development" design for this project for the City did not include the concrete wall from pier to pier because of the cost for the added concrete wall. I agree that adding a concrete wall between the piers and adding piers to the wall increases the cost but as a business owner, property owner and citizen of San Antonio, I agree to pay the additional cost to help give the trees a chance to continue to overshadow the activities of my kids, your kids and our grandkids.

Preservation is not easy and it takes effort. I am prepared to provide my time, knowledge, experience and training as a professional structural engineer to help develop a design that will preserve the trees at no additional cost from me to the City. But I can not help develop structural designs to protect trees that are being removed. Please keep the trees to keep the history alive. I was told by my engineering mentor that "engineering is the process of figuring out how to make things work, not for saying 'no' to making it work". I can make the retaining walls work to preserve the trees; please give the trees a chance to live.

Sincerely,



Moises A. Cruz, P.E.

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**Curriculum Vitae. – Professional Engineer**

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**Mr. Moises A Cruz, P.E.**

Tel: (210) 591-8829  
E-mail: moises@a-1engineering.com

**A-1 Engineering, LLC F-12583**

1006 Vance Jackson Street  
San Antonio, Texas 78201  
www.a-1engineering.com

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**Profile:**



Mr. Moises A Cruz holds a professional engineer license in the state of Texas. Mr. Cruz specializes in structural engineering of buildings, walls, retaining walls, towers, foundations, cranes, swimming pools, stairs, steel fabrication and other structures. Mr. Cruz has an extensive amount of experience in the design, inspection and assessment of commercial and residential buildings and structures' ranging from steel framed structures, wood framed structures, concrete and masonry structures, retaining walls and swimming pools. Mr. Cruz is uniquely experienced in geotechnical and construction materials engineering and testing.

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**Experience:**

**A-1 Engineering, LLC**

**July, 2011 – Present**

A-1 Engineering, LLC, is an engineering firm that specializes civil and structural engineering of various structures and land development projects.

**Position: Principal – Structural Engineer**

**Summary:** Mr. Cruz has assessed, investigated and/or evaluated over 9000 single and two story residential and commercial buildings and structures since July, 2011. Mr. Cruz continues to design structures for commercial and residential use with materials ranging from steel, masonry, concrete, timber and composites. Mr. Cruz also designs retaining walls, swimming pools and develops steel fabrications drawings for projects across Texas. Mr. Cruz additional specializations include: design and inspection of Structural Insulated Panels, Insulated Concrete Panels, and repair of wall and ceiling penetrations in fire rated wall assemblies. Mr. Cruz has providing testimony, in report, depositions and in trial, on multiple construction litigation cases as an expert in structural engineering, forensic engineering and construction materials testing.

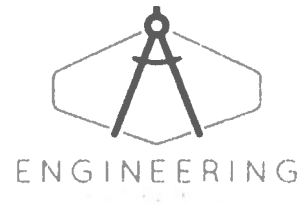
**Notable Project:**

**Eightfold Development, Austin, Texas – Building F, H, J (Steel and Concrete Structure)**

Each building is four stories tall with approximately 100,000 square feet of total floor per building. The buildings are designed and constructed with steel and concrete supported on a slab on ground. A1E developed the structural design for the buildings, developed the steel fabrication and erections sheets for the steel structural members and assisted the general contractor with the estimating and coordination of the steel erection and fabrication.

**The Atonement Academy High School – San Antonio, Texas (Steel and Concrete Structure)**

The new high school is a 4 story structure with approximately 100,000 square feet of space. The structure was designed and constructed with steel and concrete supported with cast in place concrete piers.



**Beicker Martinez Engineering, LLC**

**May, 2008 – July, 2011**

Beicker Martinez Engineering, LLC, is an engineering firm that specializes in the design of commercial single and multi-story buildings and structures.

**Position:** Staff Structural Engineer

**Summary:** Mr. Cruz designed multiple single and multi-story commercial buildings constructed with concrete, steel, masonry, wood or composite material. Mr. Cruz also designed retaining walls, signs, metal stands, metal stairs, metal catwalks, pedestrian bridges and other structures with special loading conditions.

**Notable Projects:**

**New Braunfels Vision Center – New Braunfels, Texas (Wood structure)**

This building has an approximate foundation footprint of 8,200 square feet and will be framed with light frame wood construction. The super structure was designed using wood construction. In addition, the building had a tower 25' square x 34' tall tower as a storefront

**Lockheed Building 349 (Pre-engineered metal building on column extensions)**

The concept of the project was to raise an existing pre-engineered metal building 5' feet by setting the existing building on steel column extensions designed by Mr. Cruz. A complicated structural analysis of the existing building was performed to check the structural interaction and performance of the new column extensions with the building.

Similar project: AT&T Store, Corpus Christi (2' column extensions)

**Kyle Medical Office Building (Pre-cast concrete panels with foundation on expansive soils)**

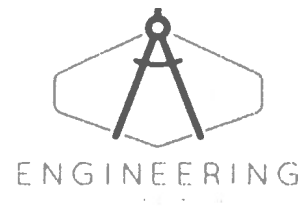
Mr. Cruz analyzed the design of a peer engineer and calculated the loads to be used in a load path analysis for the design of the foundation and concrete panels. This three story structure was already designed with composite steel deck floors and joists supported by interior steel girders/beams and pre-cast panels along the exterior. Mr. Cruz did a load path analysis and calculated the loads imposed on the floor joists, concrete panels, girders, beams, and columns and down to the foundation. This project included the design of cast in place piers to support loads nearing 200,000 pounds.

**HEB Store # 32 at 1604 and Bandera – San Antonio, Texas**

Mr. Cruz was the lead staff designer for the 82,000+ square foot building constructed with masonry and steel on cast in place piers with loads exceeding 80,000 pounds. Mr. Cruz designed heavy timber trusses that are 25' tall and span at least 80' between supports.

**Similar projects:**

HEB Gonzalez  
HEB Lytle  
HEB Belton  
HEB Woodlands



**Fugro USA**

**January, 2005 – May, 2008**

Fugro is a geotechnical engineering firm that explores, studies and engineers soils for structures ranging from off-shore structures, underwater pipelines and on-shore structures.

**Position: Geotechnical-Construction Materials Engineer**

**Summary:** Mr. Cruz analyzed soils for the construction and investigation of structures ranging from off-shore drilling structures, levees, mechanical cranes and single and multi-story buildings. As a construction materials engineer, Mr. Cruz conducted special inspections of concrete, masonry, and soils per the International Building Code for single story and multi commercial buildings constructed on various types of foundations.

Prior to January, 2005, Mr. Cruz was a soils laboratory technician and field inspector at Fugro-McClelland in San Antonio from January, 2001 to December, 2003. As a laboratory technician, Mr. Cruz performed soil performance tests on construction materials, including concrete, sands, soils and other aggregates following TXDOT, ASTM and ACI testing procedures. As a field inspector, Mr. Cruz completed special inspections for the construction of piers, piles, slab on ground foundations, masonry walls, cementitious fire protection on steel and light weight insulating concrete for roofs.

**Notable Projects:**

**Steel House Lofts (Old Wittig's Bldg.); San Antonio, Texas (Construction investigation of existing building)**

This project included a structural evaluation of an existing two story concrete building located in downtown San Antonio that was built in the early 1940's. The architects proposed the construction of an additional floor over the existing roof and removal of an existing wall section within the basement of the building to accommodate for a ramp to convert the basement into a vehicle parking area. Mr. Cruz developed and supervised the testing program to derive the data necessary to determine the structural capacity of the building.

**Shops at WestPoint; Culebra and Rogers Rd., San Antonio, Texas (Remove and Replace)**

The owner of this project intended to construct a 22,800 square foot, single story building. The proposed site had construction debris for a depth of at least 8'. Mr. Cruz re-engineered the soils to be suitable to support the single story structures.

**Offshore Geotechnical Engineer:** Mr. Cruz conducted offshore soil explorations throughout the Gulf of Mexico in order to develop soil parameters used to support various types of offshore drilling structures.

**United States Army - Reserves**

**September, 1996 – October, 2018**

**Status:** Retired with 22 years of service

**Position:** 21-D, Facility Engineer

**Rank:** Captain, CPT/O-3

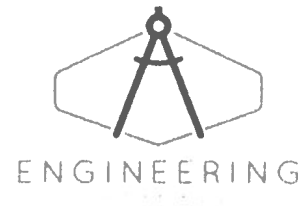
**Branch:** Corp of Engineers

**Additional Occupational Specialties:** 51B – Carpentry and Masonry Specialist

**Notable Operations:**

**Operation Iraqi Freedom – 2009 to 2010**

CPT Moises A Cruz oversaw the construction of over 70 structures in less than 12 months. The structures ranged from schools, rice silos, hangers, bridges, water purification stations, municipal building and courthouses. Mr. Cruz conducted over 75 engineer recon missions throughout southern Iraq to assess and inspect the projects during different construction phases. Mr. Cruz also designed a steel framed overhead cover to sustain the impact from a rocket.



**Community Involvement**

**City of San Antonio Building Standards Board (BSB)**

**Description:** The BSB is a citizen based board that has the task of reviewing code violations and appeals brought before the board relating to dangerous structures and property maintenance. The BSB may issue civil penalties for failure to comply with the City maintenance code.

**Appointed By:** City of San Antonio Mayor Julian Castro  
2011-2013 = Board Member  
2013-2015 = Board Member

**Structural Engineer Association of Texas (SEAOt)**

Chapter: San Antonio  
2013 - President Elect  
2014 - President  
2015 - Past President  
2016 - State Director Rep. for San Antonio

**American Society of Civil Engineers (ASCE)**

Status: Member  
Chapter: San Antonio

**Professional Engineers in Private Practice (PEPP)**

Chapter: Bexar  
2014- Structural Director  
2015- Member

**Building-Related and Fire Codes Appeals and Advisory Board**

Municipality: San Antonio  
Status: At-large District Appointment  
Appointment Date: November 21, 2013

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**Engineer License:**

License Number: 108540  
License Granted: May 25, 2011  
Discipline: CIV/STR - Civil/Structural

**Education:**

University of Texas at San Antonio  
Bachelor of Science in Civil Engineering - 2005

United States Army Corp of Engineers  
Engineer Officer Basic Course - 2006  
Location: FT Leonard Wood, Missouri

United States Army  
Soldier Basic Training - 1997  
Location: FT Jackson, South Carolina

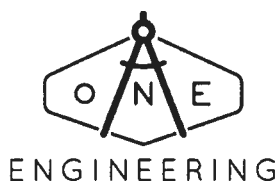
United States Army  
Carpentry and Masonry Technical School - 1997  
Location: Naval Construction Training Center - Biloxi, Mississippi

**Videos/Presentations**

<https://www.dvidshub.net/video/79309/new-school-dhi-qar-province-package>

<https://youtube.com/watch?v=DElbSQa91KI&feature=share>

1006 Vance Jackson  
San Antonio, Texas 78201  
(210) 591 - 8829



401 Congress Avenue, Suite 1540  
Austin, Texas 78701  
(512) 298 - 3360

F-12583

The following list of cases are cases that Mr. Moises A Cruz, P.E., Professional Engineer with A-1 Engineering, has provided testimony, either written or oral or both. Additional cases may exist and will be added to the list as information of the cases are discovered. The order of the cases presented do not imply or suggest any importance or preference. The cases are not listed in any specific chronological order.

Louis Persat vs R&A Restoration Contractors

- 45<sup>th</sup> Judicial District, Bexar County, Texas
- Deposition: March 24, 2017

Patrick and Vivian Kotara vs. SA Structural Repair Solutions d/b/a Olshan Foundation Solutions

- AAA Arbitration No. 01-17-0000-2378

Wilson County Memorial Hospital District vs Connally Memorial Professional Office Building LLC

- 81 Judicial District, Wilson County
- December 4, 2017

George Santos and Catherine Santos vs. Luke Holland and Land Stabilizers LTD

- County Court of Law No. 3, Bexar County, Texas

Lacima Inc d/b/a vs Westchester Surplus Lines Insurance Company

- United States District Court for the Southern District of Houston Division, 4:20-cv-02403
- January 7, 2021

Serafin Orduna vs Torres Brothers Redi Mix

- 412<sup>th</sup> Judicial District Court, Brazoria County, Texas
- December 11, 2020

Jeff Lundquist vs Weekley Homes LLC

- American Arbitration Association Case No. 01-18-0002-7695
- January 27, 2021

Samuel Matta and Meghan Matta vs Castlerock Communities LP

- Arbitration
- August 18, 2021

Michael J Fox and Marisa Fox vs McNair Custom Homes LP

- 285<sup>th</sup> Judicial District
- Bexar County Court File No. 2016-CI-14405

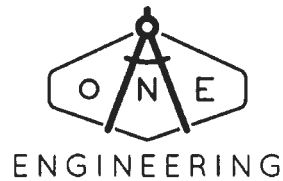
Eddie Fite and Amiee Fite vs State Farm Lloyds

- 438<sup>th</sup> Judicial District
- Bexar County Court File No. 2017-CI-16727

Miller vs Greathouse Construction LLC

- AAA Arbitration No. 01-17-0004-0099

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(210) 591 - 8829



401 Congress Avenue, Suite 1540  
Austin, Texas 78701  
(512) 298 - 3360

F-12583

Pentecost 2006 Irrevocable Trust vs Vintage 1999 Ventures LLC

- 53<sup>rd</sup> Judicial District
- Travis County Court File No. D-1-GN-17-000680

Salvador Ortiz and Elizabeth Ortiz

- El Paso County Court File No. 2017DCV2681

Castillon Construction, LLC vs WPGL, LLC

- 73<sup>rd</sup> Judicial District
- Bexar County Court File No. 2017-CI-08598

William Burman vs State Farm Lloyds and State Farm Fire

- United States District Court of Texas File No. 5:18-cv-00429-XR
- Deposition: February 12, 2019

David Robinson vs State Farm Lloyds and Luis Felipe Farias

- 57<sup>th</sup> Judicial District, Bexar County, Texas
- Deposition: November 3, 2017

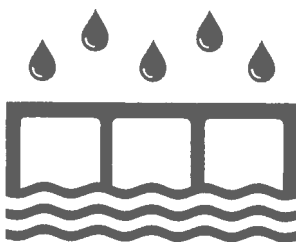
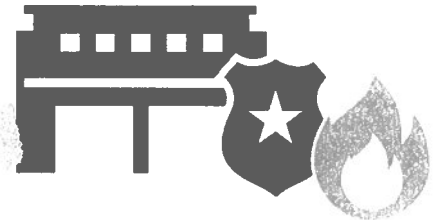
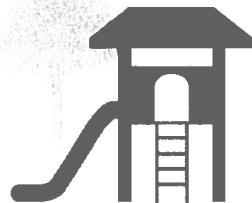
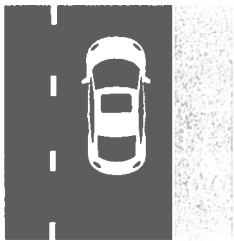


**PROPOSED 2017-2022**

**BOND**

**PROGRAM**

City of San Antonio



**INFORMATION GUIDE**

# PROPOSITION 3

# 79 Projects | \$187,313,000

## PARKS, RECREATION & OPEN SPACE IMPROVEMENTS

This proposition authorizes the City of San Antonio to issue bonds, the proceeds from which will be used to acquire, construct, equip and renovate various park, recreation and open space venues. This proposition will also provide park additions and for the acquisition of lands and rights-of-way necessary for such purposes and for the acquiring and installation of public art related to the proposition.

### **Aquatic Center at Palo Alto College LF** **\$5,300,000**

Leverage funding for improvements to the natatorium potentially to include new roof, HVAC, scoreboard, bleachers, interior and exterior renovations.

### **Beacon Hill Linear Park** **\$300,000**

Completion of a third phase of development to the neighborhood linear park.

### **Beitel Creek Linear Trail Park LF** **\$500,000**

Development of a new park which may include entry signage.

### **Brackenridge Park** **\$7,750,000**

General park improvements and rehabilitation which may include historic river walls, restrooms, trails and historic structures.

### **Brackenridge Park/Witte Museum Parking Garage Expansion** **\$2,000,000**

Construction of an additional floor to the Brackenridge Park/Witte Museum parking garage.

### **Capitol Little League Baseball Fields LF** **\$2,000,000**

General improvements and relocation of baseball fields which may include land acquisition.

### **Caracol Creek Park** **\$400,000**

Development of a new park which may include entry signage.

### **Classen-Steubing Ranch Park Property Acquisition & Development LF** **\$9,150,000**

Land Acquisition and Phase 1 development of Classen-Steubing Ranch property for park purposes.

### **Comanche Lookout Park** **\$400,000**

General park improvements which may include a playground shade canopy.

### **Copernicus Park** **\$475,000**

General park improvements to include athletic field lighting.

### **Crystal Hills Park** **\$250,000**

General park improvements to complement existing Leon Creek Linear Park Trailhead development.

### **Cuellar Park** **\$368,000**

General park improvements which may include an upgrade to existing playground and community center renovations.

### **Culebra Creek Park** **\$368,000**

General park improvements and rehabilitation.

### **Dawson Park** **\$750,000**

General park improvements which may include underground utility conversion, lighting, gazebos and Wi-Fi.

### **District 4 Heritage Community Center** **\$8,500,000**

Construction of a new community center near existing Heritage pool site to include land acquisition, amenities and parking.

### **District 5 Parks** **\$1,000,000**

General park improvements and rehabilitation of Benavides, Collins Garden, Kennedy and Vidaurri Parks.

### **District 6 Parks** **\$828,000**

General park improvements and rehabilitation of Levi Strauss, Meadowcliff and Westwood Village Parks.

### **District 8 Park Land Acquisition & Development** **\$500,000**

Development of a new park which may include land acquisition in the Hausman and Babcock Road vicinity.

### **District 9 Senior Center** **\$13,212,000**

Construct new facility that will support senior and constituent services, meeting space and recreation services.

### **Downtown Parks** **\$1,250,000**

General park rehabilitation and improvements to Columbus, Maverick, Milam and Travis Parks.



**Classen-Steubing Ranch Park Property Acquisition & Development**

United States Department of the Interior  
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES**  
**Registration Form**

**1. NAME OF PROPERTY**

**HISTORIC NAME:** Brackenridge Park  
**OTHER NAME/SITE NUMBER:** N/A

**2. LOCATION**

**STREET & NUMBER:** Roughly bounded by Hildebrand Avenue, Broadway, Avenue B, Josephine Street, U.S. Highway 281, River Road, Alpine Drive, North St. Mary's Street and the San Antonio Zoo.

**CITY OR TOWN:** San Antonio

☐ **VICINITY**

☐ **NOT FOR PUBLICATION**

**STATE:** Texas

**CODE:** TX

**COUNTY:** Bexar

**CODE:** 029

**ZIP CODE:** 78212

**1. STATE/FEDERAL AGENCY CERTIFICATION**

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☒ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally ☒ statewide ☒ locally. (☐ See continuation sheet for additional comments.)

Mark W. [Signature]  
Signature of certifying official / title

State Historic Preservation Officer

Date

6/15/11

Texas Historical Commission

State or Federal agency / bureau or Tribal Government

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of commenting or other official

Date

State or Federal agency / bureau or Tribal Government

**4. NATIONAL PARK SERVICE CERTIFICATION**

I hereby certify that the property is:

Signature of the Keeper

Date of Action

- ☐ entered in the National Register  
☐ See continuation sheet.
- ☐ determined eligible for the National Register  
☐ See continuation sheet.
- ☐ determined not eligible for the National Register.
- ☐ removed from the National Register  
☐ See continuation sheet.
- ☐ other, explain  
☐ See continuation sheet.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**8. STATEMENT OF SIGNIFICANCE**

**APPLICABLE NATIONAL REGISTER CRITERIA**

- ☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ **B** Property is associated with the lives of persons significant in our past.
- ☒ **C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☒ **D** Property has yielded, or is likely to yield information important in prehistory or history.

**CRITERIA CONSIDERATIONS**

- ☐ **A** Property is owned by a religious institution or used for religious purposes.
- ☐ **B** Property is removed from its original location.
- ☐ **C** Property is a birthplace or grave.
- ☐ **D** Property is a cemetery.
- ☐ **E** Property is a reconstructed building, object, or structure.
- ☐ **F** Property is a commemorative property.
- ☐ **G** Property is less than 50 years of age or has achieved significance within the past 50 years.

**AREAS OF SIGNIFICANCE:** ARCHEOLOGY--Prehistoric--Aboriginal; ARCHEOLOGY--Historic--Non-Aboriginal; ARCHITECTURE; ART; CONSERVATION; ENGINEERING; ENTERTAINMENT AND RECREATION; INDUSTRY; LANDSCAPE ARCHITECTURE

**PERIOD OF SIGNIFICANCE:** ca. 12,500--350 BP (Paleoindian to Late Prehistoric) and 1719--1961 (Historic)

**SIGNIFICANT DATES:** 1719, ca. 1776, 1852, 1863, ca. 1870, 1880, 1899, 1916, 1917, 1937

**SIGNIFICANT PERSON:** N/A

**CULTURAL AFFILIATION:** N/A

**ARCHITECT / BUILDER:** Ludwig Mahncke; Ray Lambert; Ralph Cameron; Atlee B. Ayres and Robert M. Ayres; Will N. Noonan; Harvey P. Smith; George Willis; Charles T. Boelhauwe; Emmett Jackson; Raymond Phelps and Dahl Dewees; A.W. Tillinghast; Dionicio Rodriguez

**NARRATIVE STATEMENT OF SIGNIFICANCE** (see continuation sheets 8-27 through 8-71)

**9. MAJOR BIBLIOGRAPHIC REFERENCES**

**BIBLIOGRAPHY** (see continuation sheets 9-72 through 9-76)

**PREVIOUS DOCUMENTATION ON FILE (NPS):**

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested.
- ☒ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey #
- ☐ recorded by Historic American Engineering Record #

**PRIMARY LOCATION OF ADDITIONAL DATA:**

- ☒ State historic preservation office (*Texas Historical Commission, Austin*)
- ☐ Other state agency
- ☐ Federal agency
- ☒ Local government (*City of San Antonio, Department of Parks and Recreation*)
- ☐ University
- ☐ Other -- Specify Repository:

**United States Department of the Interior**  
National Park Service

# National Register of Historic Places Continuation Sheet

Section 7 Page 23Brackenridge Park  
San Antonio, Bexar County, Texas**CONTRIBUTING RESOURCES**

Archeological sites described on pp 29-34.

**I. North Section—Hildebrand Avenue to Tuleta Drive (Map on page 80)**

| Map Key | Name of Resource   | East / West<br>of River | Date<br>of Construction | Type       | Photo # |
|---------|--|-------------------------|-------------------------|------------|---------|
| 2       | Alamo dam and acequia  | E                       | 1719                    | Structure  | 4       |
| 3       | Reptile Garden   | E                       | 1937                    | Structure  |         |
| 4       | Pioneer Hall   | E                       | 1937                    | Building   | 5       |
| 5       | Witte Museum   | E                       | 1926 & later            | Building   | 6       |
| 7       | Francisco Ruiz House   | E                       | c. 1760; relocated 1943 | Building   | 7       |
| 8       | John Twohig House  | E                       | c. 1841; relocated 1942 | Building   |         |
| 9       | Celso Navarro House  | E                       | c. 1835; relocated 1947 | Building   |         |
| 10      | Perimeter wall and entry gates   | E                       | 1936-1937               | Structure  | 8       |
| 11      | Upper Labor dam and acequia  | W                       | c. 1776-1778            | Structure  | 9       |
| 12      | Water Works raceway  | W                       | 1877                    | Site       |         |
| 13      | Donkey Barn  | W                       | c. 1920; 1956           | Building   | 10      |
| 14      | Electric Pump Station #3   | W                       | 1940                    | Building   | 11      |
| 15      | Bathroom building (men's)  | W                       | c. 1926                 | Building   | 12      |
| 16      | Bathroom building (women's)  | W                       | c. 1926                 | Building   |         |
| 18      | Stone footbridge   | W                       | c. 1900 and later       | Structure  |         |
| 20      | San Antonio river wall   | E/W                     | 1937-1938               | Structure  | 13      |
| 21      | Iron truss bridge  | E/W                     | 1890                    | Structure  | 14      |
| 22      | First Water Works pump house   | W                       | 1877                    | Building   | 15      |
| 23      | Lambert Beach  | E/W                     | 1915; 1925              | Site       | 15      |
| 24      | Lambert Beach bathhouse  | W                       | 1925                    | Structure  | 16      |
| 25      | Joske Pavilion   | W                       | 1926                    | Structure  | 17      |
| 28      | Picnic area  | W                       | 1938-1940               | Site       | 18      |
| 29      | Pedestrian bridge  | E/W                     | c. 1890; relocated 1926 | Structure  | 13      |
| 30      | Miniature railroad tracks, tunnel,<br>and bridge                             | E/W                     | 1957-c. 1960            | Structure  |         |
| 31      | Koehler Pavilion   | W                       | c. 1925                 | Structure  | 19      |
| 32      | Auxiliary building   | W                       | c. 1930                 | Building   |         |
| 33      | Water feature  | W                       | c. 1915                 | Structure  |         |
| 35, 36  | Faux bois bench, table-and-bench<br>set by Dionicio Rodriguez (NRHP<br>2004) | W                       | c. 1925                 | Object (2) |         |

United States Department of the Interior  
National Park Service

## National Register of Historic Places Continuation Sheet

Section 8 Page 46

Brackenridge Park  
San Antonio, Bexar County, Texas

Brackenridge's bank had weathered financial crises during the years of Reconstruction, and prospered during the 1880s. His mother died in late 1886, just after he completed a large house adjoining Fernridge; he coped with this loss in the middle of a drought that extended from 1886 into 1887. Brackenridge no longer wanted to live in the house where his mother died, and he made the decision to build a townhouse adjacent to his downtown bank.<sup>66</sup>

Mayor Bryan Callaghan and Brackenridge discussed the city's need for a sewer system and agreed that, in advance of constructing this system, the City should purchase the water works. When the City made this offer in 1890, Brackenridge included 600 acres of riverfront property and his home for \$2 million. Fiscally cautious voters again rejected acquisition of Brackenridge's property.<sup>67</sup>

Brackenridge already was considering how to provide a reliable and adequate water supply for the city when voters rejected purchase of the water works. The Crystal Ice Company had successfully drilled the city's first artesian well in early 1889, and others followed. Brackenridge attempted and failed to drill a well in 1890, but succeeded the following year when his first well was completed on Market Street. The protracted drought of the 1890s continued, more wells were drilled, and by 1895, the water system was entirely dependent on artesian wells. The combination of the drought and wells that depleted spring flow had a devastating effect on the river.<sup>68</sup> Brackenridge is said to have remarked to a friend, "I have seen this bold, bubbling, laughing river dwindle and fade away...this river is my child and it is dying and I cannot stay here to see its last gasps...I must go."<sup>69</sup>

George Brackenridge was approached in 1897 by Mother Madeleine Chollet of the Sisters of Charity of the Incarnate Word, who was looking for a site for the order's new convent. When she offered to purchase forty acres of Brackenridge's head of the river property, he countered that he would sell her 283 acres, his home and its furnishings for \$120,000. The offer was accepted, and the order assumed ownership on May 31, 1897.<sup>70</sup>

Two years after selling the head of the river property to the Sisters of Charity of the Incarnate Word, George Brackenridge's Water Works Company donated 199 acres of riverfront land to the City of San Antonio for use as a park; the City Council accepted the gift on December 4, 1899, an event celebrated in both of the local newspapers. The *San Antonio Light* stated, "This place [*sic*] of property is one of the loveliest pieces of land of Texas and for beauty is unrivaled. It is the largest natural park in the south controlled by a city, its scenery back on the river bank being unsurpassed."<sup>71</sup> The *Daily Express* claimed, "Outside of Fairmount Park in Philadelphia, there is probably no city park that is in any way comparable to it."<sup>72</sup>

The gift of the water works property was generous, but tightly constrained by reservations and restrictions. These caveats were at least partially attributable to years of distrust between Brackenridge and the city over financial

<sup>66</sup> Sibley, 140-41.

<sup>67</sup> Sibley, 153.

<sup>68</sup> *San Antonio Daily Express* April 18, 1889; Sibley, 155. Rainfall for the decade of the 1890s averaged only 24.39 inches (<http://www.srh.noaa.gov/ewx/html/cli/sat/satmonpcpn.htm>).

<sup>69</sup> Sibley 141.

<sup>70</sup> BCDR 158:644, June 3, 1897.

<sup>71</sup> *San Antonio Light*, November 7, 1899.

<sup>72</sup> *San Antonio Daily Express*, November 11, 1899.

United States Department of the Interior  
National Park Service

## National Register of Historic Places Continuation Sheet

Section 8 Page 48

Brackenridge Park  
San Antonio, Bexar County, Texas

San Antonio had been unwilling and unable to sustain a professional staff to maintain its small park holdings and add acreage to its inventory. Though this was largely due to finances, it is also explained, at least in part, by a lack of urgency. Unlike large cities of the Eastern and Midwestern United States, San Antonio was a relatively small city with low urban density and little polluting industry. It was also surrounded by easily accessible, vast open spaces with flowing creeks and rivers. There was the rolling hill country to the north and the decaying but picturesque Spanish colonial missions to the south. Residents could find a lovely picnic or camping spot only a short carriage or horseback ride away. They could quaff cold, locally brewed beers at various beer gardens and dine in the town's open air plazas. In short, San Antonians simply could not afford, nor did they think they needed, the romantic, designed pleasure grounds being built in larger, more affluent cities.

It is difficult to ascertain if George Brackenridge's decision to donate 199 acres of riverfront land to the city for perpetual park use was simply an act of philanthropy, or a combination of philanthropy and convenience. He no longer needed the land and was saddened by the decline of the river, which was at least partially attributable to the artesian wells that he and others had drilled. Motives aside, Brackenridge was a well-traveled person who clearly understood the value of parkland as did his friend, German-born Ludwig Mahncke. Together they set out to create the city's largest public park from the dense woodland along the San Antonio River. **(Figures 8, 9)**

### Ludwig Mahncke: Designing the Park, 1900-1906

The City Council gave Ludwig Mahncke, chairman of the parks and plazas committee, direction to open the park to the public immediately and to begin improvements. Typical of park funding to date, Mahncke was given few resources to work with, and nine months elapsed before \$2,500 was appropriated for park improvements.<sup>76</sup>

Mahncke lost no time in developing Brackenridge Park, and his efforts enjoyed the full support of his friend Brackenridge. He did not have the budget and training of premier park designers such as Frederick Law Olmsted and Calvert Vaux, but Mahncke nonetheless set out to create a rural retreat for urban residents. It was decided that the park "should be a driving park more than a picnic place." To this end, Mahncke designed and opened seven miles of driveways that all converged on the river at the north end of the park where he hoped some day to build an area for band performances. The newspaper noted: "These roads have been opened through the dense forest upon a plan to give the most pleasure and variety of scenery." Roads were constructed with "care being taken not to disturb the throne of a single monarch of the forest." The last driveway to be completed in September 1902 followed the river channel. Mahncke's future plans included a "grand picnic place" west of the park proper in a level area of several acres fringed by trees.<sup>77</sup>

Brackenridge Park was quite modest in comparison with other rural parks in the United States at the turn of the twentieth century. Improvements were limited to winding roads, and there were no imposing entryways, grand fountains, towering sculptures, or manicured gardens. Visitors had only limited access to the park across land still owned by the Water Works Company. Undeterred by these limitations, San Antonians were content to take their carriages on a drive along the river and lay a picnic under the spreading trees. **(Figures 10, 11)**

<sup>76</sup> CCM M:268, March 1, 1897; N:713, February 25, 1901; CCM N:548, August 6, 1900; N:569, September 4, 1900.

<sup>77</sup> *San Antonio Daily Express*, September 29, 1902.

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Brackenridge Park  
San Antonio, Bexar County, Texas

It is not clear if there was an official opening event, but the park opened within a year and immediately proved popular. At the end of the first full year of operation, it was reported that "the woods and winding walks and drive ways were full of people, some afoot, some [on] horseback, and lots of them in vehicles of different kinds. Brackenridge Park grows prettier as it grows older and the crowds to it are growing larger week after week. Park Commissioner Mahncke is putting new beauties in the park all the time and it will soon be a formidable rival of San Pedro [Park]."<sup>78</sup>

By 1902, Mahncke had established a fenced deer preserve in the park and was building enclosures for buffalo and elk. These animals, pastured along River Avenue near today's Lions Field Clubhouse, were fed with hay raised in the park. "Mr. Mahncke is due the credit of establishing the deer preserve and other attractions. The city has not contributed a cent to this feature except the extra feed required."<sup>79</sup> **(Figure 12)** The Brackenridge Park menagerie grew rapidly with gifts from Mahncke, Brackenridge, and their friends. By early 1906, there were six buffalo, nineteen elk, forty-three deer, four goats, one sheep, four swans, three geese, forty-nine peafowls, thirteen white turkeys, twelve bronze turkeys, two silver pheasants, two Mexican pheasants, and three guineas.<sup>80</sup>

Mahncke's efforts to develop Brackenridge Park attracted national attention. In 1907, George Wharton James of Boston, editor of the magazine *Arena*, wrote, "Brackenridge Park is the most magnificent piece of parking in the United States that has come under my observation. It cannot be improved... You have now a woodland that is unsurpassed, traversed by excellent driveways, into which it is a boon to plunge for an hour or two to relieve the fatiguing monotony of city life."<sup>81</sup> James argued against a designed landscape of "exact proportions," extolling the virtues of a more natural area.

Unfortunately, this accolade was written after Mahncke's unexpected death from pneumonia in March 1906. He had resigned as Parks Commissioner only two months earlier, following a dispute with Mayor Bryan Callaghan. Departing his office, Mahncke remarked, "I have done my duty and treated him with courtesy, and in return I have been treated like a dog."<sup>82</sup> The Ludwig Mahncke Memorial Association commissioned sculptor Pompeo Coppini to complete a bust of their friend shortly after his death. The bust was erected on January 17, 1909, near the old Jockey Club headquarters in Brackenridge Park, today the site of the golf clubhouse. The monument was moved to nearby Mahncke Park in 1968.<sup>83</sup> **(Figure 13)**

Mahncke and his contributions to Brackenridge Park were remembered at the statue's dedication. "He loved the trees, the beautiful shining river and the timid, dumb creatures who were placed here by his hands, knew his voice and responded to his call. The winding drives faced by living walls of green, the quiet shaded walks by the waters,

<sup>78</sup> Ibid.

<sup>79</sup> Ibid.

<sup>80</sup> *San Antonio Daily Express*, January 31, 1906. Ten tons of hay were said to be in storage in 1906.

<sup>81</sup> Lewis Publishing Company (1907), 334-335.

<sup>82</sup> *San Antonio Daily Express*, January 18, 1906; March 27, 1906. Mahncke resigned on January 17, 1906, after Mayor Callaghan criticized him for overspending his budget by \$2,000.

<sup>83</sup> The City Council rejected the first proposed location of the bust on Main Plaza, and it was placed in the park. Texas Historical Commission subject marker honoring Ludwig Mahncke was erected in Mahncke Park adjacent to Mahncke's bust in 2011.



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National Park Service

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San Antonio, Bexar County, Texas

administration.”<sup>151</sup>

Joseph “Jake” Rubiola succeeded Ray Lambert as park commissioner in 1927, followed by Henry Hein in 1941. As the last of San Antonio’s park commissioners—the city adopted a council/manager form of government in 1953—Rubiola and Hein supervised Brackenridge through the difficult Depression and war years.

### Brackenridge Park in the 1930s: The Depression Era and the Texas Centennial Celebration

Brackenridge Park, like many public facilities throughout the country, benefited from Depression era programs carried out by the National Youth Administration (NYA) and Works Projects Administration (WPA). San Antonio’s representative from the twentieth congressional district, Maury Maverick, assured substantial local funding for projects during his tenure from 1935 to 1938. Approximately \$90,000 was earmarked for projects to improve the infrastructure of Brackenridge and Koehler Parks and the zoo.<sup>152</sup>

Rock retaining walls were constructed along the river to control erosion that threatened trees along the river bank. Park Commissioner Henry Hein and city forester Stewart King both sought to preserve the park’s natural beauty. King, who became a noted local landscape architect, designed screening for the rock walls that included rose bushes and flowering shrubs. Rock-curbed parking areas were constructed to protect tree roots and unsightly ball moss was removed. King also supervised a \$10,000 NYA project to build a drive from Broadway to the recreation area and beautify the Witte Museum grounds. This is the street known today as Tuleta Drive.<sup>153</sup>

### Sunken Garden Theater (1930, 1937)

Prior to completion of the Japanese Tea Garden in 1917, the city’s cultural leaders and park officials had discussed transforming the old city quarry into an outdoor theater. The quarry’s deep excavations shaped in a huge semicircle provided a unique, natural setting for an open-air Greek amphitheater. Observing the site, the manager of the Boston National Grand Opera Company urged the city to consider such a facility, saying that it could be “developed into one of the show places in the country.”<sup>154</sup> **(Figures 34, 35)**

Lambert chose instead to use part of the quarry for the Tea Garden, and built the Texas Star Garden on the remainder of the site. The curving quarry wall at the western edge of the Star Garden offered natural acoustic features, and choral and opera productions held there in 1926 and 1928 were well-received. Cultural leader, Mrs.

<sup>151</sup> CCM H:294, January 5, 1928.

<sup>152</sup> National Archives, WPA project numbers 65667103-6, 65661073, and 65661958. In addition to projects completed in Brackenridge Park, Alamo Stadium was also constructed in the old rock quarry adjacent to the park. WPA provided \$370,000 in funding and the school district \$107,000. Completion was scheduled for June 30, 1940 (San Antonio *Light*, September 21, 1939). Maury Maverick returned from Washington and was elected to serve one term as mayor from 1939 to 1941.

<sup>153</sup> San Antonio *Light*, September 10, 1939 and November 27, 1940. A total of 160 young men worked in shifts on the project. As part of this work, King covered exposed roots with fertilizer and soil, planted carpet grass in eroded areas, and removed ball moss that he considered a parasite. Hanging Spanish moss was left undisturbed. King also planned to remove trees from crowded areas.

<sup>154</sup> “Greek theater in making is asset of city,” San Antonio *Light*, February 9, 1914.

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# National Register of Historic Places Continuation Sheet

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Brackenridge Park  
San Antonio, Bexar County, Texas

## BRACKENRIDGE PARK NORTH SECTION - HILDEBRAND TO TULETA

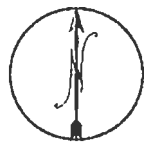
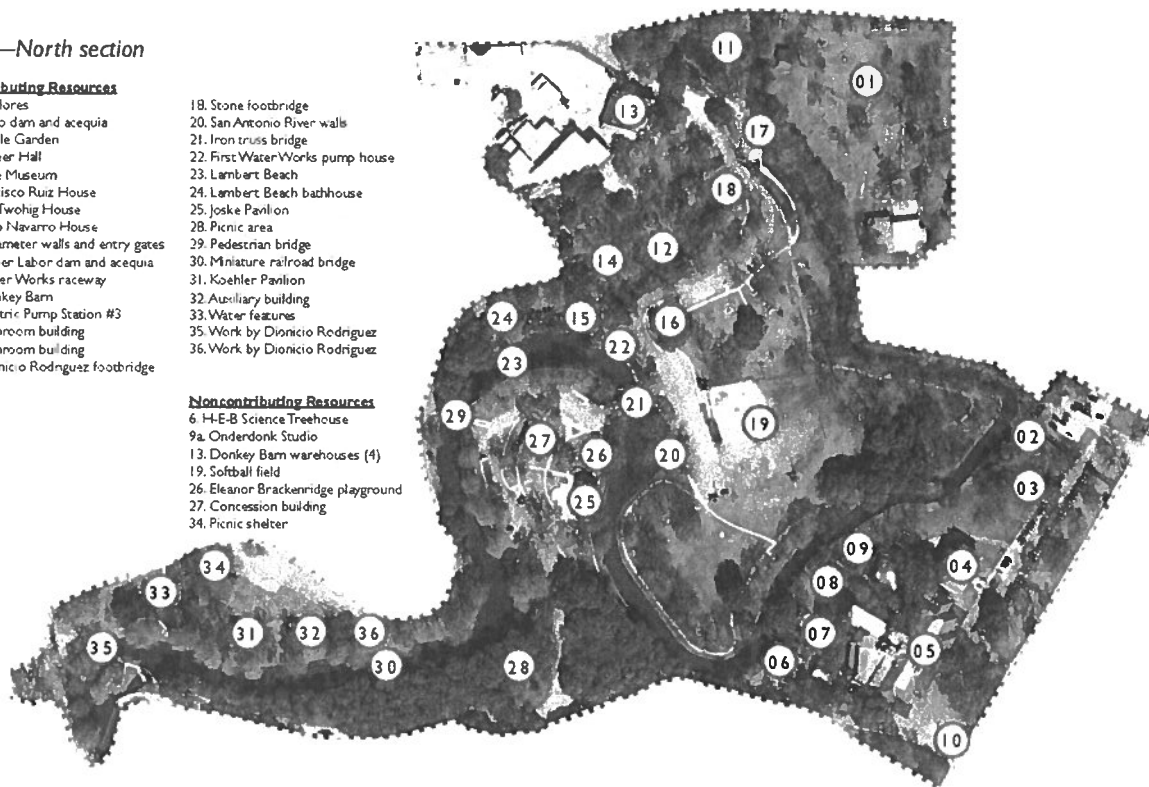
### Key—North section

#### Contributing Resources

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| 1. Miraflores                       | 18. Stone footbridge            |
| 2. Alamo dam and acequia            | 20. San Antonio River walls     |
| 3. Reptile Garden                   | 21. Iron truss bridge           |
| 4. Pioneer Hall                     | 22. First WaterWorks pump house |
| 5. Witte Museum                     | 23. Lambert Beach               |
| 7. Francisco Ruiz House             | 24. Lambert Beach bathhouse     |
| 8. John Twohig House                | 25. Joske Pavilion              |
| 9. Celso Navarro House              | 28. Picnic area                 |
| 10. Parameter walls and entry gates | 29. Pedestrian bridge           |
| 11. Upper Labor dam and acequia     | 30. Miniature railroad bridge   |
| 12. Water Works raceway             | 31. Koehler Pavilion            |
| 13. Donkey Barn                     | 32. Auxiliary building          |
| 14. Electric Pump Station #3        | 33. Water features              |
| 15. Bathroom building               | 35. Work by Dionicio Rodriguez  |
| 16. Bathroom building               | 36. Work by Dionicio Rodriguez  |
| 17. Dionicio Rodriguez footbridge   |                                 |

#### Noncontributing Resources

- |                                     |
|-------------------------------------|
| 6. H-E-B Science Treehouse          |
| 9a. Orendonk Studio                 |
| 13. Donkey Barn warehouses (4)      |
| 19. Softball field                  |
| 26. Eleanor Brackenridge playground |
| 27. Concession building             |
| 34. Picnic shelter                  |



**Map 5.** Keyed map of contributing and noncontributing resources in the north section, Hildebrand to Tuleta.

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National Park Service**

# **National Register of Historic Places Continuation Sheet**

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Brackenridge Park  
San Antonio, Bexar County, Texas

**Driveway in Brackenridge Park, A  
Beautiful Natural Woodland of  
San Antonio, Texas.**



**Figure 16.** Postcard, new park road



**Figure 17.** Lambert Beach



P.O. Box 12276  
Austin, Texas 78711-2276  
512-463-6100  
thc.texas.gov

February 9, 2022

Miranda Garrison  
Architectural Historian/Environmental Project Manager  
Public Works Department – Environmental Management Division  
City of San Antonio  
114 West Commerce  
San Antonio, Texas 78205

Re: State Antiquities Landmark Permit Review, Tree Removal Plan, Brackenridge Park, 3700 North Saint Mary's Street, San Antonio, Texas 78210

Dear Ms. Garrison,

This letter presents the comments of the Executive Director of the Texas Historical Commission (THC). The review staff, led by Ashley Salie, has completed its preliminary review of the project documentation provided for the State Antiquities Landmark (SAL) permit application for the above-referenced property and has the following comments.

State Antiquities Landmarks are also listed in the National Register of Historic Properties as a program requirement. Brackenridge Park was listed in the National Register as an historic district in 2011. The park's landscape architecture was emphasized as an area of significance in the National Register nomination for its unique and exemplary design evolution from the Spanish Colonial era through the mid-20<sup>th</sup> Century. It is our responsibility to review any proposed work to Brackenridge Park's historic landscape, including trees, in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. In order to complete an SAL permit review, we must have sufficient documentation that clearly illustrates the cumulative effect of the proposed tree removal work on the historically-significant landscape and affected historic structures.

We are unable to complete a formal SAL permit review at this time due to inconsistent and insufficient documentation provided in the application materials. The permit application letter dated January 25, 2022 states that an objective of the tree removal plan is "...to enhance the view shed in conjunction with the proposed Brackenridge Park 2017 Bond project." The 2017 Bond project drawings we received as part of this submittal are a 50% complete design development set, which our office informally reviewed as a courtesy on June 30, 2021. As Brackenridge Park is an SAL, our office must review, approve, and issue a permit for the 2017 Bond project design drawings prior to reviewing a tree removal plan that includes trees which are slated for removal for the purpose of implementing the unapproved 2017 Bond project design.

THC's Division of Architecture and Archeology Division provided comments for the 2017 Bond project's 50% design drawings packet on June 30, 2021. City of San Antonio (COSA) noted in its reply commentary matrix, dated October 11, 2021, that the drawing set was submitted in June for an informal courtesy review

to “direct and refine later efforts.” However, we are unable to determine if any refinements to the design have been made; requested drawing revisions as part of the June 2021 comment set were not addressed and not submitted as part of this SAL permit review.

After an SAL permit is issued for the 2017 Bond project plans, SAL permit review for the trees that are slated for demolition as part of the 2017 Bond project plan can commence. Trees slated for demolition which do not rely on the 2017 Bond project plans, such as trees that are dying or decaying, those which are interfering with above-ground historic structures, and those which require routine maintenance can be reviewed independently of the 2017 Bond project plans. However, sufficient documentation illustrating the purpose of the trees’ demolition, such as photographs, narratives, and a detailed plan, are required for review to begin.

Lastly, we understand that a byproduct of the proposed tree removal plan is to prevent rookery formation, which will occur within the next few months in conjunction with bird migration patterns. We are unable to review and approve this action at this time as it is not clear what cumulative effect the trees in this portion of the project will have on the overall historically-significant landscape.

We are available to further discuss the recommended protocol outlined in this letter to achieve a successful design and subsequent SAL permit review processes of your projects. We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this state review process, and for your efforts to preserve the irreplaceable architecture and cultural heritage of Texas. If you have any questions concerning our comments, or if we can be of further assistance, please contact Ashley Salie at (512) 463-6083 or via email at [ashley.salie@thc.texas.gov](mailto:ashley.salie@thc.texas.gov).

Sincerely,



For: Mark Wolfe, Executive Director

MW/as

cc: Jennifer Di Cocco, City of San Antonio, Public Works Department, *via email*  
Cory Edwards, City of San Antonio, Office of Historic Preservation, *via email*



## MEMORANDUM

**TO:** Miranda Garrison, City of San Antonio (CoSA) Public Works Department

**FROM:** Emily Reed and Marcus Huerta, Cox|McLain Environmental Consulting, now Stantec (CMEC)

**DATE:** February 8, 2022

**RE:** Lambert Beach

---

### Introduction

On January 12, 2022, CMEC completed a built environment cultural resources study of Lambert Beach in Brackenridge Park. The resources contribute to the Brackenridge Park Historic District (BPHD), listed in the National Register of Historic Places (NRHP), and they are within the boundaries of both the Brackenridge Park State Antiquities Landmark (SAL) and the CoSA Brackenridge Park local historic landmark. CoSA has proposed work to these resources, which is anticipated to require a U.S. Army Corps of Engineers Section 404 permit. In acknowledgement of this nexus, this study presents cultural resources studies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

Brackenridge Park is historically significant under two criteria and several areas of significance, and has a period of significance that spans from 1719 to 1961. At the local level of significance under Criterion A, it is significant in the areas of Conservation and Entertainment/Recreation for its association with the development and design of the city's park system between 1915 and 1961, and in the area of Industry for its association with the production of limestone and cement from about 1850 until 1908. The park is significant at the state level of significance under Criterion C in the areas of Architecture, Art, and Landscape Architecture for its collection of objects, structures, and buildings, and in the area of Engineering for its association with water delivery from 1719 to 1899. Lastly, the park is significant at the state level of significance under Criterion D in the areas of Archeology-Prehistoric-Aboriginal and Archeology-Historic-Non-Aboriginal for its documented archeological deposits and potential sites.

### Project Description

The scope of the proposed work at Lambert Beach includes the restoration, repair, and stabilization of walls along the San Antonio River and the Grand Staircase, upstream from Pump House #1 (**Figure 1**). The remnants of two ca. 1920s concrete-lined staircases that are underwater in the riverbed, are proposed to be removed. The project has been designed for CoSA by SWA Group, a landscape architecture design firm. The limits specific to this scope of work extend from the pedestrian bridge upstream to the vehicular bridge, although the required dewatering area would extend further upstream to the existing sluice gates. The placement of cofferdams to dewater the project area would only temporarily impact the jurisdictional waters of the U.S. The historic river walls will remain in their historic-period positions.

TEXAS HISTORICAL COMMISSION

---

**AGENDA**  
**EXECUTIVE COMMITTEE**  
San Antonio Botanical Garden  
Betty Kelso Event Center  
555 Funston Place  
San Antonio, TX  
April 11, 2023  
1:00 p.m.

---

*This meeting of the Executive Committee has been properly posted with the Secretary of State's Office according to the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. The members may discuss and/or take action on any of the items listed on the agenda.*

---

*\*NOTE: The THC may go into executive session (close its meeting to the public) on any agenda item if appropriate and authorized by TGC, Ch. 551.*

---

- 1. Call to Order – Chairman John L. Nau, III**
  - A. Committee member introductions
  - B. Establish quorum
  - C. Recognize and/or excuse absences
- 2. Brackenridge Park, Lambert Beach area, San Antonio, Bexar County**
  - A. Discussion and possible action regarding Historic Buildings and Structures Antiquities Permit #1208 for Phase I of the 2017 bond project – *Brummett*
  - B. Discussion and possible action regarding an Archeology Permit for investigations associated with Brackenridge Park Phase I of the 2017 bond project– *Jones*
- 3. Committee Chairman's Report – Chairman Nau**
  - A. Ongoing Projects; and
  - B. Updates and Upcoming Events
- 4. Adjourn**

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact Paige Neumann at (512) 463-6100 at least four (4) business days prior to the meeting so that appropriate arrangements can be made.

TEXAS HISTORICAL COMMISSION

---

**MINUTES**  
**EXECUTIVE COMMITTEE**  
San Antonio Botanical Garden  
Betty Kelso Event Center  
555 Funston Place  
San Antonio, TX  
April 11, 2023  
1:10 p.m.

---

*Note: For the full text of action items, please contact the Texas Historical Commission at P.O. Box 12276, Austin, TX 78711 or call 512-463-6100*

---

**1. Call to Order – Chairman John L. Nau, III**

The meeting of the Texas Historical Commission (THC) Executive Committee was called to order by Chairman John Nau at 1:10p.m. on April 11, 2023. He announced the meeting had been posted to the Texas Register, was being held in conformance with the Texas Open Meetings Act, Texas Government Code, Chapter 551 and that notice had been properly posted with the Secretary of State's Office as required.

**A. Committee member introductions**

Chairman Nau welcomed everyone, and introductions were made around the table.

Members present included:

Chair John Nau

Secretary Garrett Donnelly

Commissioner John Crain

Commissioner Pete Peterson

Commissioner Daisy White

**B. Establish quorum**

Chairman Nau reported a quorum was present and declared the meeting open.

**C. Recognize and/or excuse absences**

Chairman Nau noted Commissioner Catherine McKnight was absent. Commissioner Crain moved, Commissioner Donnelly seconded, and the committee voted unanimously to excuse the absence of Commissioner McKnight.

**2. Brackenridge Park, Lambert Beach area, San Antonio, Bexar County**

Chairman Nau expressed his appreciation regarding the Executive Committee meeting from March 3, 2023. He noted that attendance for public comments was the most he has ever experienced and appreciated the input from the public. Chairman Nau explained in order for the committee to make a valued decision the members of the committee needed to be able to view firsthand the work being proposed. He reported that by rule, as to not have a quorum, the committee members did not go as a group but as individuals to assess the site.



**A. Discussion and possible action regarding Historic Buildings and Structures Antiquities Permit #1208 for Phase I of the 2017 bond project**

Elizabeth Brummett, Director of Architecture, provided background on the 343-acre Brackenridge Park established in 1899. Noting the park has grown piecemeal over time, to include land owned by the City since Spanish Colonial rule in the 1730s and is comprised of numerous natural, archeological, and historic structural resources, including the 1870s First Water Works Pump House, 1920s Donkey Barn, and 1926 Dionicio Rodrigues Bridge. The park also includes projects from the Works Projects Administration and National Youth Administration. She went on to report the Park was listed in the National Register of Historic Places in 2011 as a Historic District for its significance in Archeology, Architecture, Art, Conservation, Engineering, Entertainment and Recreation, Industry, and Landscape Architecture. She noted the park also holds a State Antiquities Landmark designation (SAL). Brummett provided additional background on the March 2017 Phase I Bond Project for the Brackenridge Park Master Plan. Noting residents of the City of San Antonio voted to pass the \$850 million bond program for various parks projects including improvements and restorations to Brackenridge Park.

Brummett reported after coordination with Division of Architecture Staff the City of San Antonio's Public Works Department submitted a new Historic Buildings and Structures Antiquities Permit Application for a modified scope of work. She stated the new scope of work proposes to remove 48 trees; relocate 19 trees; rehabilitate failed or failing portions of the historic Lambert Beach limestone walls, to include constructing concrete shadow walls to support the historic walls; reconstruct missing portions of the Lambert Beach limestone wall; drill new weep holes at the base of the limestone walls; demolish the existing concrete pad to the west of the Pump House; pour new concrete floor once underpinning activities are completed; install a new lift station; and install new plants and 26 new trees throughout the project area. Brummett explained with continued coordination between the applicant and Division of Architecture Staff, the work has been modified to increasingly adhere to the Secretary of the Interior's Standards for Rehabilitation. She noted that the current drawings received from the city reflect the scope of work to be done on the two submerged staircases. Brummett reported the applicant submitted a study of four heritage trees of varying species along Lambert Beach. The results of the study indicate that the sampled trees were likely planted during or after the construction of Lambert Beach in the 1920s.

Brummett provided additional information from questions from the committee members regarding the fencing, stating the fencing is up to help discourage the migratory birds from nesting in the work area in the hopes they will move to a new location. Fencing in the area of the collapsed walls is to protect the public from injury. She noted the city is also monitoring the flood plain mitigation in the area.

Brummett provided a summary of design development and tree preservation prepared by the City of San Antonio. (Exhibit 1)

Director Wolfe stated under Texas Government Code Section 442.003 "The Commission shall provide leadership and coordinate services in the field of archeological and historic preservation." He noted that THC's professional staff have expertise in those areas, and are not arborists or ornithologists. He said that Brackenridge Park is made up of many elements like retaining walls, benches, and sidewalks which are man-made and are part of the "built environment" while other features in the park are part of the "natural environment". He said that when these elements merge in a cultural landscape, the more "wild" the landscape features appear to be, the more THC will focus on the built environment features. The THC's role in processing permit applications under the State Antiquities Code is to determine whether or not the project as proposed meets the Secretary of the Interior's Standards. If it does meet those Standards, then a permit should be issued, even if there might be another option that would provide more protection to the natural environment. He reported the proposed permit as presented to THC does meet the standards and the permit should be issued for that work. He closed by urging the city to hear from professionals in other fields whose expertise might help to inform the city in the decision-making process.

Chairman Nau reported that during his visit to the site he saw firsthand the poor condition of the grand staircase and was impressed that the necessary work could be done with a minimal removal of trees. Chairman Nau called for further discussion, there being none he called for a motion. Commissioner Peterson moved, Commissioner White seconded, and the committee voted unanimously to authorize the Executive Director to issue Historic Buildings and Structures Antiquities Permit #1208 related to Phase I of the 2017 Bond project at Brackenridge Park, Lambert Beach area, San Antonio, Bexar County, contingent upon receipt of an updated plan set reflecting the proposed project changes.

**B. Discussion and possible action regarding an Archeology Permit for investigations associated with Brackenridge Park Phase I of the 2017 bond project**

Brad Jones, Director of Archeology, reported the archeology permit is the result of the architectural permit #1208. As Brackenridge Park is an SAL any groundwork with the potential to affect archaeological resources requires that a permit be issued. Jones reported a combination of archeological monitoring and backhoe trenching to identify archeological resources that may have potential to adversely impact the proposed project. He stated following the backhoe trenching, archeologists will continue to monitor all ground disturbances to ensure no archeological or historic resources are impacted. He noted if features or deposits are encountered, work will halt at the location and the THC and City will be notified to determine the next steps. Chairman Nau asked what type of archeological finds were to be expected and Jones explained there is archaeological evidence of human occupation in the area dating back to the Paleo Indian era. He noted they are expecting to identify campsites and living surfaces. Jones stated the areas of direct effect will be closely monitored.

Chairman Nau called for further discussion, there being none he called for a vote.

Commissioner White moved and Commissioner Peterson seconded, and the committee voted unanimously to recommend authorizing the Executive Director to issue an Archeology Antiquities Permit for the archeological investigations associated with Phase I of the 2017 bond project at Brackenridge Park, Lambert Beach area, San Antonio, Bexar County.

**3. Committee Chairman's Report**

**A. Ongoing Projects; and**

**B. Updates and Upcoming Events**

No report.

**6. Adjourn**

At 1:49p.m., on the motion of the Chairman and without objection, the meeting was adjourned.



## **Brackenridge Park Phase I Bond Improvements, Lambert Beach Area**

Summary of Design Development and Tree Preservation, April 11, 2023

### **CONTEXT**

Lambert Beach was initially developed as a recreational area in 1915. A 1925 renovation resulted in many of the permanent features evident today including stone retaining walls, concrete walkway at the water level, and “grand staircase” with steps extending into the water. In 1940, additional work to the area, including raising of the stone walls, was completed through a WPA project to prevent further erosion of the river bank.

The existing walls are a combination of monolithic block and rubble stone construction. These walls have failed in several areas, making the area inaccessible to the public. Additional wall failure will occur without intervention.

### **SCOPE OF WORK**

These scopes are consistent with the publicly approved Brackenridge Park Master Plan strategy to restore, preserve, and articulate park cultural and historic features and were prioritized in the FY17 Bond as approved by voters:

- Stabilization and restoration of the historic stone walls that have not yet failed
- Reconstruction of walls that have already failed to match existing
- Stabilization, reconstruction, and reconfiguration of the Grand Staircase to improve safety and accessibility
- Underpinning of the 1877 Pump House for foundation stabilization in preparation for Phase II improvements

### **EXISTING TREES & CONSTRUCTION IMPACTS**

- In order to stabilize the stone walls, a reinforced concrete shadow wall with footing will be introduced along the length of the Lambert Beach walls. The design requires an excavation width of a minimum of 48” from the back of the plumb line of the stone walls. This design will preserve the historic stone walls in place while providing structural support and adequate drainage to prevent future displacement.
- Based on a tree age study conducted in January 2023, the oldest oak trees located on the north bank date to approximately 1945.
- There is a total of 83 trees in the project area. The initial design removed 70 trees. The updated design reduces the number of trees to be removed down to 48 including:
  - 4 invasive species trees
  - 4 trees that are dead/dying
  - 10 trees less than 6” in diameter
  - 24 trees between 6” and 24” in diameter
  - 6 heritage trees
- In response to public input, **the project has been updated to preserve 35 additional trees:**
  - The largest heritage oak in the area will be relocated and preserved (Tree 101, 44” Oak)
  - 20 additional trees to be relocated and preserved
  - 14 trees total will be preserved in place

## PUBLIC PARTICIPATION

The City provided a robust community engagement process that included a walking tour detailing the proposed project scope, information on the cultural resources and proposed impact to trees; hosting a series of seven (7) public input meetings from March 2022 – August 2022; and meetings with the Brackenridge Park Stakeholder Advisory Committee comprised of local stakeholders.

The City has heard the public concerns, specifically regarding removal of the following:

| Tree # | Description | Proximity to wall | Est. Age |
|--------|-------------|-------------------|----------|
| 95     | 32" Oak     | 0"                | 76 yrs.  |
| 97     | 22" Oak     | 3"                | unknown  |
| 98     | 18" Oak     | 18"               | unknown  |
| 99     | 16" Oak     | < 5'              | unknown  |
| 100    | 37" Oak     | 15"               | 78 yrs.  |

## ALTERNATIVES CONSIDERED & DUE DILIGENCE

The City has reviewed proposals for alternative wall designs provided by the public intended to limit the width of required excavation behind the stone walls in an attempt to lessen the required tree removal.

- 1) Engineers have stated that the introduction of a **pier and spandrel system** will require a minimum 16-18" of excavation width. Both drilled, reinforced concrete piers and helical piers have been proposed.
- 2) **Full demolition of failing walls**, construction of a reinforced concrete spandrel wall, and re-creation of the stone wall as a veneer has also been proposed.

Analysis:

- Many of the walls are currently out of plumb. For example, trees 95 and 97 are either touching or growing over the out-of-plumb wall and would need to be relocated or removed in order to accommodate wall correction regardless of excavation depth.
- Remaining trees are located between 15" and 18" from the existing wall location and impacts to the roots cannot be avoided with the spandrel design.
- The minimum excavation required by a spandrel system do not take into account OSHA standards.
- The minimum excavation required by a spandrel system can only be achieved by anchoring the stone walls through the front, contrary to the Secretary of the Interior's Standards.
- The design of the piers themselves do not make a difference in terms of retaining trees.
- The City's tree location consultant and multiple independent arborists have determined that impacts to trees 95, 97, 98, 99 & 100 cannot be avoided due to the positioning of these trees.

Other concerns include the longevity of the project should trees remain in place. Due to proximity to the water, all trees in the area are fast growing and will continue to negatively impact the walls in the future.

## CONCLUSION

After carefully considering alternatives, likely outcomes, expense, and likelihood of future interventions needed, the City maintains that **the proposed design will deliver a project that balances tree preservation with delivery of a lasting project that ensures future public access and recreational use** and preserves historic features of the park consistent with the Secretary of the Interior Standards.



susan strawn &lt;susanstrawn@gmail.com&gt;

**RE: Brackenridge Park - Section 106 process****Elizabeth Brummett** <Elizabeth.Brummett@thc.texas.gov>

Tue, Apr 18, 2023 at 5:06 PM

To: Susan Strawn &lt;susanstrawn@gmail.com&gt;

Cc: "Ashley Salie, NCIDQ" &lt;Ashley.Salie@thc.texas.gov&gt;

Hi, Susan,

Yes, this is a correct reading of Mr. Wolfe's statement. The decision was made on the basis of the application presented and does not constitute a rejection of other potential approaches.

**Elizabeth Brummett****From:** Susan Strawn <susanstrawn@gmail.com>**Sent:** Tuesday, April 18, 2023 1:29 PM**To:** Elizabeth Brummett <Elizabeth.Brummett@thc.texas.gov>**Cc:** Ashley Salie, NCIDQ <Ashley.Salie@thc.texas.gov>**Subject:** Re: Brackenridge Park - Section 106 process

**CAUTION:** External Email – This email originated from outside the THC email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Elizabeth,

Thank you for so much for your response. If I may, I would like to clarify or confirm my understanding of the Commission's position, specifically the statement of Mr. Wolfe. The minutes read:

The THC's role in processing permit applications under the State Antiquities Code is to determine whether or not the project as proposed meets the Secretary of the Interior's Standards. If it does meet those Standards, then a permit should be issued, even if there might be another option that would provide more protection to the natural environment. He reported the proposed permit as presented to THC does meet the standards and the permit should be issued for that work. He closed by urging the city to hear from professionals in other fields whose expertise might help to inform the city in the decision-making process.

Would it be correct to infer from this that the THC never rejected alternative preservation methods, including rebuilding the walls with the same methods and materials, because these alternatives were never proffered by the City? I am not intending to suggest in any way how THC would have considered such a request. I simply want

**EXHIBIT A-12**

to accurately state what I believe Mr. Wolfe said: that the THC only considers the application as made, not whether other alternatives could also be permitted.

Thank you.

Susan

On Tue, Apr 18, 2023 at 12:21 PM Elizabeth Brummett <Elizabeth.Brummett@thc.texas.gov> wrote:

Hi, Susan,

I appreciate your concerns about the Section 106 process and potential anticipatory demolition. As I mentioned at the meeting, the primary focus of consultation with our office to date has been the permitting process. With that direction now resolved, we will reach out to the City to understand the discussions they have had with the Corps and next steps in the Section 106 consultation process.

At this juncture, the Antiquities Permit has not been issued, as we are awaiting a final plan set from the City.

Best regards,

Elizabeth



**Elizabeth Brummett**  
Director / Deputy SHPO  
Division of Architecture  
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[thc.texas.gov](http://thc.texas.gov)



**From:** Susan Strawn <susanstrawn@gmail.com>

**Sent:** Monday, April 17, 2023 12:30 PM

**To:** Elizabeth.Brummett@thc.texas.gov; Ashley Salie, NCIDQ <Ashley.Salie@thc.texas.gov>; Alex Toprac <Alex.Toprac@thc.texas.gov>

**Subject:** Brackenridge Park - Section 106 process

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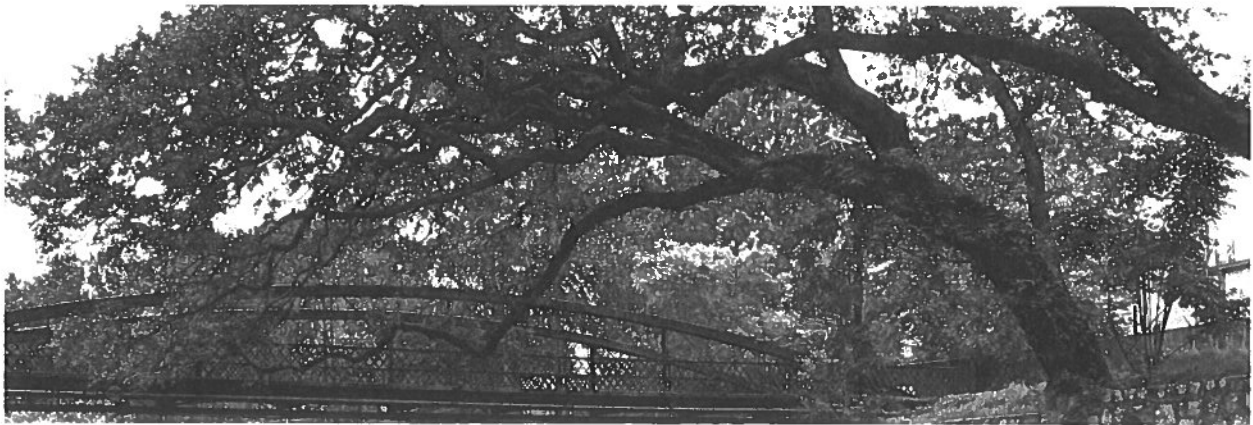
Elizabeth,

**EXHIBIT A-12**

TREE-RING DATING OF FOUR HERITAGE TREES IN BRACKENRIDGE PARK  
CITY OF SAN ANTONIO, TEXAS

JOE BUCK  
CROSS TIMBERS DENDRO CONSULTING LLC  
[www.oldtrees.co](http://www.oldtrees.co)

A project sponsored by:



FINAL REPORT SUBMITTED TO:  
ROSS HOSEA, SPECIAL PROJECTS MANAGER  
URBAN FORESTRY AND TRAILS  
PARKS AND RECREATION DEPARTMENT  
5800 HISTORIC OLD HWY 90  
SAN ANTONIO, TEXAS, 78227

JANUARY 30, 2023

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## Abstract

The 349-acre Brackenridge Park is one of the oldest parks in San Antonio, Texas. The park is listed on the National Register of Historic Places and is a Texas State Antiquities Landmark. The site where the park is situated has been used by Indigenous peoples for at least 12,000 years. Beginning in the early 1700s, the site was used by Spanish colonialists who built acequias and other man-made structures for the establishment of their colony and laid the foundations for what would become San Antonio. The San Antonio River and its associated streams were instrumental in the development of the area (Brackenridge Park Conservancy, 2023).

In 1899, George Brackenridge donated 199 acres to be designated as public park land, setting the stage for what modern San Antonio residents and visitors enjoy today. Beginning in the 1910s, and continuing through the 1940s, the park underwent much of its foundational development including the Japanese Tea Garden (1917), roads and walkways, golf course (1916), recreation areas, and stone river walls (Reed et al., 2020).

The scope of this project was to determine the age of six heritage trees in Brackenridge Park to accurately place them in historic context as natural landscape features of the park. My aim is simply to prescribe ages to the trees to the best of my professional abilities.

## Introduction

Trees put on annual growth rings and the variation in ring width each year, caused by the tree's response to environmental factors, such as precipitation and temperature, creates unique patterns of wide and narrow rings throughout a tree's lifespan. Trees that were alive during the same period and were exposed to the same environmental conditions have similar patterns in growth that can be matched through time. This process of pattern matching is used to crossdate living trees, dead trees, and archaeological timbers and is part of the science of tree-rings known as dendrochronology (Figure 1; Speer, 2010).

### *The Heritage Trees of Brackenridge Park*

Parks and Recreation of the City of San Antonio asked me to determine tree ages of six heritage trees (Heritage trees are those measuring over 24 inches in diameter) in Brackenridge Park in the City of San Antonio, TX. The stated goal was to determine the rightful historical place of the trees as features of the park's human and natural features. There are many beautiful and ecologically beneficial trees in the park, but the six trees identified for dating are important as there is an upcoming wall reconstruction project that could necessitate the removal or relocation of some of the trees in question. On January 21, 2023, Ross Hosea (Special Projects Manager Urban Forestry and Trails, Parks and Recreation) and I surveyed six heritage trees to consider their suitability as candidates for tree-ring dating. We selected five as suitable candidates: Tree numbers: #95, #100, #101 (live oaks), #139 (pecan), and #141 (bald cypress). All trees were located within approximately 50 yards from each other close to 29°27'49.5"N, 98°28'12.9"W. Pecan #140 was originally slated for dating but was deemed too hollow to accurately date.

## Methods

### *Field Methods*

Before beginning the project, I conducted an initial inspection of the trees to determine if they were candidates for tree-ring dating. 5 of the 6 trees were identified as suitable for dating. The live oaks (*Quercus virginiana/fusiformis*) were identified as suitable in terms of potentially solid trees, though I indicated the difficulty of coring such dense, hard tree species. The oak trees were clearly identified as either live oak (*Q. virginiana*) or Texas live oak (*Q. fusiformis*), but specific ID was not necessary for dating purposes so the exact tree ID was not attempted at this time. The pecan and bald cypress are normally moderate and easy to core, respectively. I collected all samples using a 5.15mm increment borer. All samples were taken at a height on the tree bole that was as low as possible to obtain maximum age and in a position to reliably extract an intact, solid tree core. After collecting samples, they were labeled, stored in straws, and placed in a map tube for safe handling and transport until they could be prepared in the lab. (See Figures 2-5 for photos of sampled trees.)

### *Laboratory Methods*

All samples were glued to wooden mounts with the cross-sectional surface facing upwards and masking tape was placed tightly over the samples to evenly adhere them to the mounts. Once the glue had dried (ca. 24 hours) I cut the mounts to sample sizes and sanded samples by hand using progressively finer sandpaper (80, 120, 180, 220, 320, 400, 600, 800, and 1200 ANSI-grit)

to display the cellular features of the rings. I then used an air compressor equipped with a high-pressure nozzle to remove remnant dust particles, hand buffed each sample, then utilized compressed air once again to remove any remaining dust particles and debris.

Under the microscope, I initially conducted a process of overlooking and familiarizing myself with each tree core sample to note any interesting characteristics, ring patterns, and anomalies. Temporary sequential calendar years were assigned to the rings of each sample, starting with the outermost complete ring (2022 in all cases) and moving inward to the innermost complete ring (Stokes and Smiley, 1996). All samples were then scanned individually into the computer at 2400dpi using an Epson V600 scanner and the scanning program SilverFast 9. Using the dendrochronology software CooRecorder 9.6 (Maxwell and Larsson, 2021), I measured and recorded each ring-width of each sample, starting with the known outermost year, to the nearest 0.001 mm.

The samples were assigned annual dates on all tree-rings based on careful attention to xylem vessel and tracheid anatomical detail. Special care was taken to account for all possible rings that could be misinterpreted, and these were recorded in detail. (See Figures 6 and 7 for photos of prepared samples.)

## Results

### *Samples*

Table 2 can be consulted to clearly see the results of tree ages for four of the heritage trees at Brackenridge Park. All tree ages are estimates with a margin of error unique to each tree. The sampled tree ages are listed below in order from potentially oldest to youngest trees.

Pecan tree #139 is ring count dated to 92 years old (1931 - 2023) with a margin of error of - 10 years (92 to 82 years old). Live oak tree #100 is ring count dated to 78 years old (1945 - 2023) with a margin of error of +/- 3 years (81 to 75 years old). Live oak tree #95 is ring count dated to 76 years old (1950 - 2023) with a margin of error of +/- 3 years (79 to 73 years old). Bald cypress #141 is ring count dated to 36 years old (1987 - 2023) with a margin of error of +/- 2 years (38 to 34 years old). No cores were obtained for live oak #101 or pecan #140.

### *Internal Crossdating*

Only preliminary statistical analyses were run to compare park samples to one another. The initial results were not sufficient to crossdate any of the samples and were therefore struck from consideration of use for this report.

### *Regional Comparisons*

Only preliminary statistical analyses were run to compare park samples to regional chronologies. The initial results were not sufficient to crossdate any of the samples and were therefore struck from consideration of use for this report.

## Discussion

Using tree-ring dating methods I determined that the maximum possible age for the four sampled heritage trees was 92 years old, dating to ca. 1931CE and the minimum age was 34 years old, dating to ca. 1989CE. Coring live oak tree #101 was attempted, but the increment borer broke due to the high amount of torque force needed to turn the borer in the tree (live oak is one of North America's densest woods), and no core was obtained. The tree was too large and dense to be sampled using traditional methods core sampling, though it is unlikely necessary to date if the goal is to determine old age alone. It is unlikely to be an "old" tree, given the known ages of other trees and is likely similar in age to the others. Regarding age, the same can be said for pecan #140, a tree impossible to sample due to vast hollowing out from decay. A second core (b) was taken from bald cypress #141, but it was not deemed necessary to measure or date considering the young age of the first sample from the tree (a).

Given the proximity to the river, all trees were likely either planted or allowed to grow from natural regeneration following the completion of wall construction along the river. Any trees of substantial size along the bank were most likely removed prior to construction in the early 1900s.

The gold standard in dendrochronology is the use of multiple methods of verifying tree-ring patterns, including the use of statistical analyses (Cook, 1985). I normally use the dendrochronology program CDendro 9.6 (Maxwell and Larsson, 2021) to run statistical analyses to compare samples to regional or site chronologies. There were two main issues preventing this from occurring for this project highlighted below:

### 1. Time constraints:

Three regional tree-ring chronologies (Table 1) are available on the International Tree-Ring Data Bank (ITRDB, 2023), but due to time constraints, I was unable to run quality comparisons and report out in time for this project. The four samples from the park were compared to one another to see if there was a statistically significant site-specific growth pattern, but time constraints and small sample size meant I was unable to analyze to any accurate degree. Accuracy is a must, and due to the fastidiousness of the project, I deemed ring counts with a large margin of error the most reliable method of dating for the time allotted.

### 2. Unique site characteristics:

The likelihood of samples matching a regional chronology is dependent on the similarity of site characteristics from both locations and the similarity of the species being compared. In this case, there was a lack of similarity in both regards. Two of the regional chronologies consisted of post oak (*Quercus stellata*) (Stahle, 2002; Stahle et al., 2006). Post oak is found mainly in upland plant communities, and its use is therefore indicative of a very different ecological system than Brackenridge Park. This matters because post oak growth patterns are less likely to match the growth patterns of the trees sampled in the riparian strip due to entirely different measures of water availability, which has a great influence on the growth of annual tree-rings. The other regional chronology consists of bald cypress, which has a very different growth behavior than the hardwoods sampled at the park. Bald cypress #141 is not a good candidate for statistical dating as it possesses too few tree-rings to be reliably dated statistically.

It is my opinion that tree-ring counts with special emphasis on attention to anatomical features is the best course of action given the small sample size and short window of time to bring a report to fruition. In order to more precisely date trees in the area, a site chronology would need to be constructed using at least 20 trees within the park. Unless exact annual precision is required, the ring count method of dating is often sufficient to understand the growth dynamics of a given area. I did my professional best to ensure the widest possible accurate range for all sampled trees is provided without unnecessarily exaggerating the trees' potential age one way or another.

## Conclusions

A total of four heritage trees were sampled from Brackenridge Park. All trees were ring counted and prescribed estimated ages. Bald cypress #141 is the youngest tree, estimated to be between 34 to 38 years old (ca. 1987). Live oak #100 is the next oldest, estimated to be between 73 to 79 years old (ca. 1945). Live oak #95 is the third oldest tree, estimated to be between 75 to 81 years old (ca. 1947). Pecan #139 is the oldest of the four trees, estimated to be between 82 to 92 years old (ca. 1931). This project has provided an example of fast-growing, riparian trees capable of reaching heritage size in a few decades. All tree cores will be stored for future use and will be available to the City of San Antonio upon request.

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Table 1. Historic bald cypress (*Taxodium distichum*; TADI) and post oak (*Quercus stellata*; QUST) reference chronologies from the International Tree Ring Data Bank used to date samples from Brackenridge Park. Latitude and longitude are approximated for the chronologies represented. GRSP (Guadalupe River State Park), CAKN (Capote Knob), and ECCR (Ecletto Creek) are all located within 50 sq mi from Brackenridge Park. Distance and direction in relation to Brackenridge Park is listed as D&D From BP.

| ID   | Span        | Species | D&D From BP | Lat.  | Long.  | Citation          |
|------|-------------|---------|-------------|-------|--------|-------------------|
| GRSP | 1486 – 2009 | TADI    | 35 mi North | 29.87 | -98.50 | Cleaveland et al. |
| CAKN | 1712 – 1982 | QUST    | 50 mi East  | 29.48 | -98.78 | Stahle            |
| ECCR | 1695 – 1996 | QUST    | 40 mi East  | 29.45 | -97.92 | Stahle et al.     |

Table 2. Five samples were collected from Brackenridge Park. Species include live oak (*Quercus virginiana/fusiformis*; QUVI), pecan (*Carya illinoensis*; CAIL), and bald cypress (*Taxodium distichum*; TADI). Sample ID, Tree Number, Species, Innermost Year Measured (IY), Outermost Year Measured (OY), Estimated Pith Year (Pith Yr), Age, Margin of Error (MOE) and Attributes are provided. \*Estimate for Age and Pith Year with a generous margin of error (MOE) listed in years.

| Sample ID | Tree # | Species | DBH (in) | IY   | OY   | Pith Yr | Age | MOE   | Attributes   |
|-----------|--------|---------|----------|------|------|---------|-----|-------|--|
| BPO095    | 95     | QUVI    | 32       | 1950 | 2022 | 1947*   | 76* | +/- 3 | Solid core   |
| BPO100    | 100    | QUVI    | 37       | 1949 | 2022 | 1945*   | 78* | +/- 3 | Solid core; borer snapped                            |
| BPP139    | 139    | CAIL    | 26       | 1934 | 2022 | 1931*   | 92* | - 10  | Solid core; large diffuse vessels in outermost rings |
| BPC141a   | 141    | TADI    | 27       | 1987 | 2022 | 1987*   | 36* | +/- 2 | Solid core; taken @ 54" above ground, 16.1" diam     |
| BPC141b   | 141    | TADI    | 27       | -    | -    | -       | -   | -     | Solid core; taken @ 23.2" above ground, 31.8" diam   |

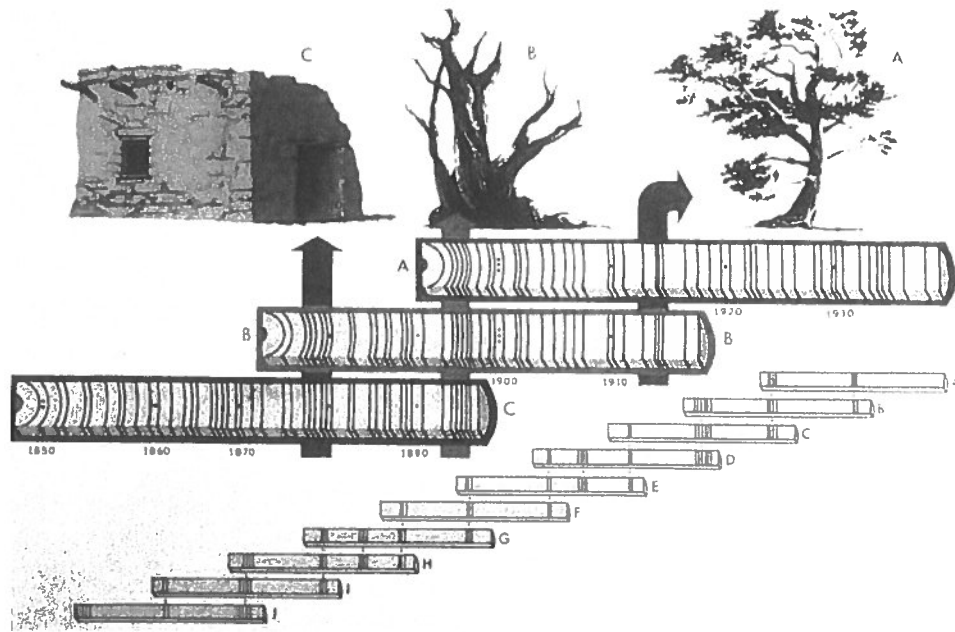


Figure 1. Patterns of tree ring-width variability are used to provide annual dates to historic structures by comparing them with living and dead trees. Courtesy of NOAA Paleoclimatology Program.

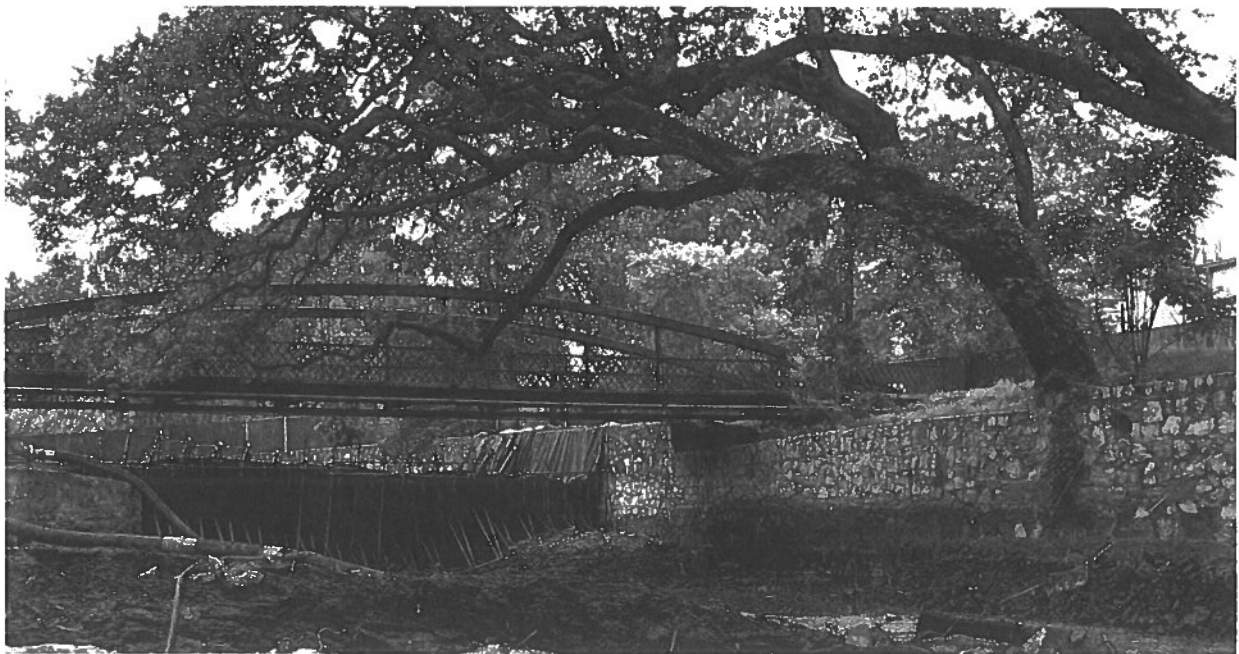


Figure 2. Photo of tree #95, a live oak (*Quercus virginiana/fusiformis*) successfully sampled at Brackenridge Park. Photo courtesy of City of San Antonio Parks and Recreation.

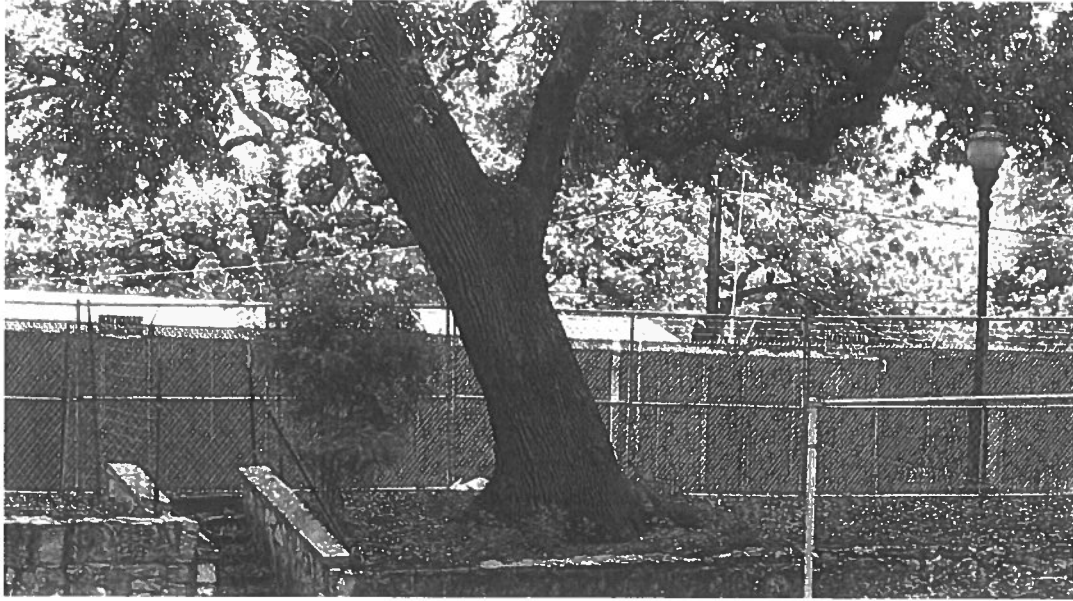


Figure 3. Photo of tree #100, a live oak (*Quercus virginiana/fusiformis*) successfully sampled at Brackenridge Park. Photo courtesy of City of San Antonio Parks and Recreation.



Figure 4. Photo of pecan (*Carya illinoensis*) trees #139 (left) and #140 (right). Tree #139 was successfully sampled. Tree #140 was hollow and not sampled. Photo courtesy of City of San Antonio Parks and Recreation.



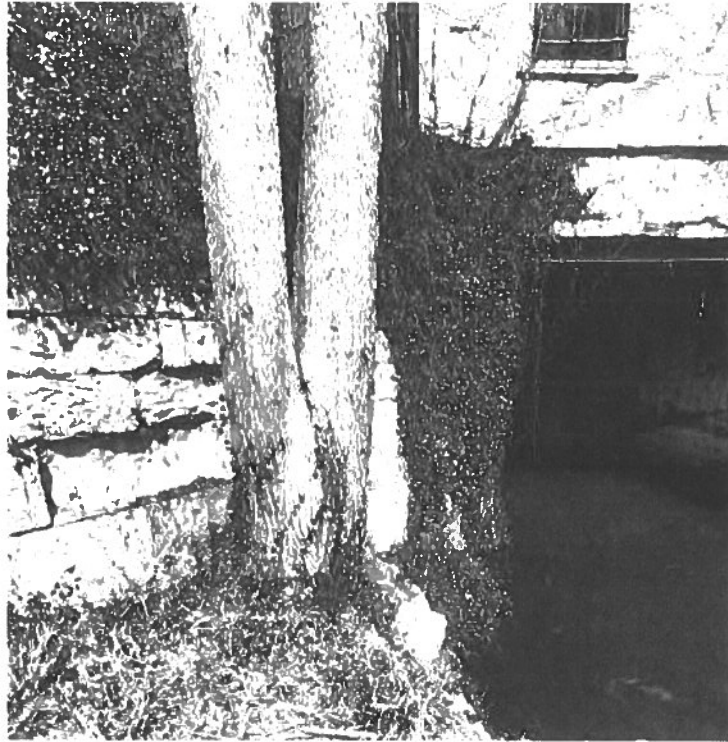


Figure 5. Photo of tree #141, a bald cypress (*Taxodium distichum*) successfully sampled at Brackenridge Park. Photo courtesy of City of San Antonio Parks and Recreation.

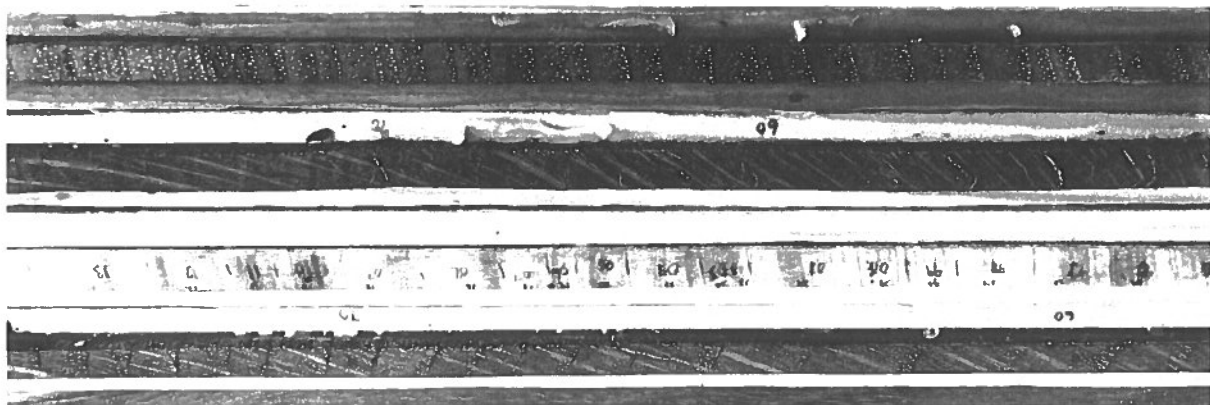


Figure 6. Photo of core four tree core samples. (Top to bottom: #139, #95, #141, #100)

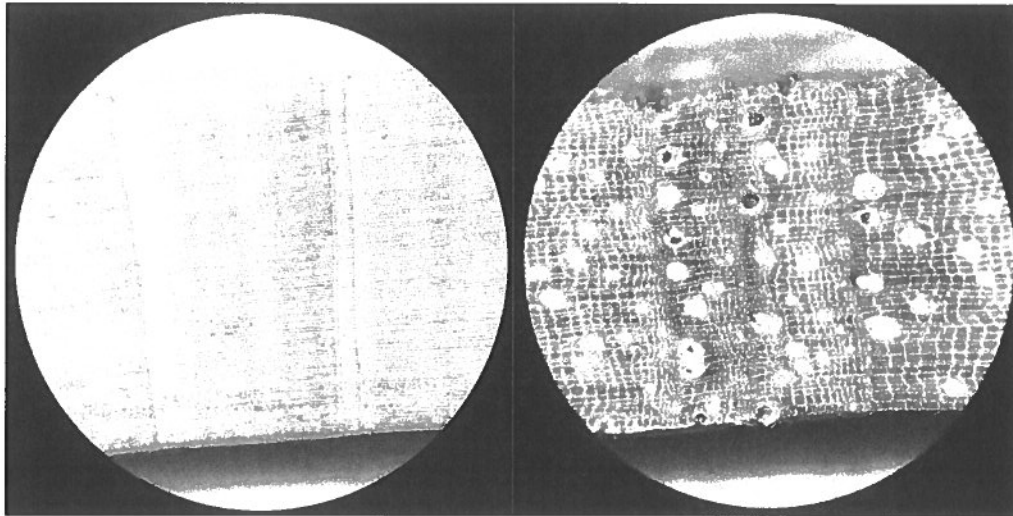


Figure 7. Photo of tree cores #141 (left) and #139 (right) under the microscope.



Figure 8. Map of Breckenridge Park in City of San Antonio, TX. Screenshot from Google Maps.

## Tree Assessment Committee

May 16, 2022

Committee members David Vaughan, Certified Arborist; Michael Nentwich, Certified Arborist; Mark Kroeze, Certified Arborist; and Mark Duff, Board Certified Master Arborist.

The committee's assignment was to evaluate trees scheduled for removal on the Brackenridge Park Project. The project is addressing historic stone walls at Lambert Beach and the restoration of the historic acequia and raceway. The group was tasked with evaluating trees scheduled for removal based on the current proposed construction procedures.

A briefing of the project was conducted by Ross Hosea COSA City Arborist, Bill Pennell Project Manager with COSA Public Works, and Jamaal Moreno COSA Landscape Architect, including a walking tour of the entire project. The arborist committee returned a few days later to independently evaluate trees scheduled for removal.

Trees are being removed to facilitate restoration of historic stone walls along the river at Lambert Beach, walls of the acequia, restoration of the raceway, and new walkways. The plan is to restore the acequia and raceway along with their historic function while allowing public viewing and access, and to stabilize the walls along the river.

Our assignment was to evaluate trees based on the current plan of construction. The arborist committee is in agreement with the removal of most of the trees shown on the provided Tree Removal Plan with the following exceptions that we recommended to be preserved: Tree 03, 17-inch Elm; Tree 156, 19-inch Elm; and Tree 104, 8-inch Pecan.

Tree 156, 19-inch Elm, is far enough away from the historic stone wall to allow restoration without causing significant harm to the tree. Tree 104, 8-inch Pecan is adequate distance from the proposed wall and shadow wall. Neither tree is expected to cause harm to the restored wall in the future.

Our assignment was to evaluate trees based on the current plan of construction. Preserving 03, 156, and 104 will not require changes to that plan. We recommend changing those plans to preserve Tree 01, 21-inch Elm, Tree 145, 32-inch Live Oak at the bridge, and Tree 101, 44-inch Live Oak.

Tree 101 has abundant structural roots and we feel it is unlikely that it will be destabilized or killed by removing roots close to the trunk on the river side to restore the wall and support feature. Unlike Tree 100, a 37-inch Live Oak which has few support roots and would likely become high risk if roots were removed on the river side for wall construction. We do not expect preserving #101 to cause damage to the restored wall in the future. If preserved, 101 will require weight reduction pruning.

Preserving Tree 145, 32-inch Live Oak at the bridge, will require significant changes to the construction plan. The stone block seating proposed for this area could simultaneously be designed as retaining walls to assist in the retention of this Live Oak. Significant alteration to the pedestrian bridge and to the grading plan around the pump house will be required.

We understand these changes to the project will not be easy, but feel these 3 trees are worth the effort and expense. We also feel within the expected life of the restored walls that roots from these trees will not damage restored structures.

There are many small native trees in the area north of the bath house that are good candidates for transplanting to other areas in the park or city. We agree with the stated plan to transplant these trees as long as the removal includes transplanting as many as possible. These trees should not be considered mitigation for other removed trees on this site.

Although not part of our assignment, we feel the following trees will need to be removed and recommend the plan reflect their removal: #43, 149, 187, 202-205, 280, 118, 215.

A special precaution. A limited visual assessment of Tree 209, a 19-inch Walnut, indicates that this tree is high risk and may fail at any time. Failure would likely cause damage to the historic building it is near with most of the tree's canopy over the building's roof. We recommend removal of this tree as soon as possible.

Our assignment was to evaluate all trees on this project according to the provided plans and the scope of planned construction. There are other trees besides the 3 already mentioned that could be preserved with some changes to the current plan, especially if the grading plan is adjusted along the acequia and raceway. Having walking access along the entire length of these features may not be as important as a nice shade tree. The public will use a shade tree much more than walking down to the acequia. We think you can provide drainage without grading all areas. Even the education sessions you envision are more likely to set up under a shade tree than spending time in the sun next to a feature. And the benefits of shade, cooling, erosion control, carbon capture, storm water retention seem more beneficial than a uniform grading of the landscape.

David M. Vaughan  
Certified Arborist

Michael Nentwich  
Certified Arborist

Mark Kroeze  
Certified Arborist

Mark Duff  
Board Certified Master Arborist

**From:** Ashley Salie [REDACTED]  
**Sent:** Friday, February 18, 2022 2:42 PM  
**To:** Chris [REDACTED]  
**Subject:** RE: Media question - Brackenridge bond project

Hi again, Chris,

I wanted to add one more note of clarification as a follow up to our conversation this morning. COSA has been quoted as stating (in so many words) that the THC and USACE have said that the raceway walls at the Lambert Beach area of Brackenridge Park need to remain, and therefore the adjacent trees must go. Again, to my knowledge, no one from THC or USACE has made any such comment. Beyond that, THC has not reviewed or approved the tree removal project as whole, which I know we discussed in-depth this morning.

I hope this additional note helps and doesn't confuse anything further!

Thanks so much,

Ashley

**Ashley Salie**

**From:** Bess Althaus Graham, AIA, LEED AP BD+C  
**To:** Ashley Salie; Caitlin Brashear; Emily Dylla, PhD  
**Subject:** RE: Brackenridge Park - Lambert Beach Walls Update  
**Date:** Tuesday, March 8, 2022 3:57:15 PM  
**Attachments:** image001.png  
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I'd say that we don't know if we are for or against moving the walls until we see what is proposed.



**Bess Althaus Graham, AIA, LEED AP BD+C**

Director / Deputy SHPO  
Division of Architecture  
P.O. Box 12276, Austin, Texas 78711-2276  
Phone: +1 512 463 6218  
Fax: +1 512 463 6095

[thc.texas.gov](http://thc.texas.gov)



**From:** Ashley Salie <Ashley.Salie@thc.texas.gov>

**Sent:** Tuesday, March 8, 2022 3:26 PM

**To:** Bess Althaus Graham, AIA, LEED AP BD+C <Bess.Graham@thc.texas.gov>; Caitlin Brashear <Caitlin.Brashear@thc.texas.gov>; Emily Dylla, PhD <Emily.Dylla@thc.texas.gov>

**Subject:** Brackenridge Park - Lambert Beach Walls Update

Hello All,

I just spoke with Miranda Garrison from COSA on the phone regarding an email she is going to send me soon. Miranda and COSA are seeking email correspondence from THC (and USACE, separately) stating that we do not agree that the Lambert Beach walls should be moved in order to accommodate the trees in the area, which COSA maintains are not older than the developed Lambert Beach area, despite the fact that many members of the public believe the trees are at least 250 years old.

I am giving you all a heads up about this for a few reasons, one being that I wanted you to be informed of this upcoming communication regarding Brackenridge Park, and to let you know that I welcome any feedback you will have about Miranda's email. The other reason I am bringing this up to you now is to confirm that email communication about this concept (moving Lambert Beach's walls) is appropriate. We have been misquoted by COSA folks previously about the notion of touching the Lambert Beach walls as part of the tree removal project, and I want to avoid future misconceptions about THC's stance on the project. Additionally, I know email communication may not be appropriate from a formality standpoint, so if there is another way to give a statement about moving or not moving the walls to COSA I'd love to hear



January 19, 2022

Variance Request Review<sup>1</sup>  
City of San Antonio  
Development Services  
Department 1901 S. Alamo  
San Antonio, TX 78204

Re: Brackenridge Park Tree Preservation Project  
COM-PRJ-APP21-39803985  
Sec. 35-523 (h) & Table 523-1B, Preservation  
percentage requirements within the 100-yr  
floodplain.

Dear Development Services,

The City of San Antonio Public Works department is currently managing a capital improvement project at Brackenridge Park for the Parks and Recreation Department that focuses on the rehabilitation and reconstruction of several historically significant cultural resources. SWA Group is the design consultant on the project. As project manager for the Public Works Department, I am submitting this Variance Request to the Development Services Department for review and approval.

Our main area of focus for the scope of work on this project is the northern section of Brackenridge Park between Hildebrand Ave. and the San Antonio River, located in Council District 2. The project will include the structural and aesthetic rehabilitation of several cultural resources, an event plaza, a cultural trail, an Upper Labor Dam overlook, underground conversion of electrical services, new lighting, furniture, interpretive signage, pedestrian bridges, landscaping, trees and irrigation.

The project team is requesting a variance regarding section 35-523, (h) and Table 523-1B of the Unified Development Code (UDC) that states the preservation percentage requirements for commercial developments within the 100-yr floodplain. Our understanding of that section is that at least 80% of significant trees and 100% of Heritage trees must be preserved within the 100-yr floodplain. Our current improvement plan for Brackenridge Park project does not meet those percentage requirements.

The cultural resources within this area of the park that we are proposing to address in this capital project include the Lambert Beach River walls, the Lambert Beach Steps, the Brackenridge Pump House, the Upper Labor Acequia and the Upper Labor Dam. These cultural resources are all contributing features to Brackenridge Park, which is on the National Register of Historic Places and is a State Antiquities Landmark.

This current state of the some of these cultural resources has led to them being closed off from public access and have become a health, safety and welfare issue that needs to be addressed. Different sections of these cultural resources are in multiple states of disrepair, with some sections leaning, some cracking and crumbling, and some already completely failed and fallen.

Several of these cultural resources have trees either within them or directly adjacent to them or both, making reconstruction, rehabilitation and/or repair of those resources physically impossible without major detriment to, or removal of, the adjacent trees.

To date, there have been no historic records or photographs showing that the trees proposed to be removed were part of the construction plans for any of the cultural resources. However, there are a few concave and convex areas of the WPA era river walls that suggest that the walls may have been purposely constructed around existing or proposed trees at the time. Currently, no trees exist at these locations. It would stand to reason that if this were indeed the case, that the straight portions of the walls had no trees existing or proposed in proximity. These straight sections of river wall constitute the bulk of the tree removal areas, including heritage specimens, and it could be concluded that these trees to be removed were planted sometime after construction of the river walls, possibly by man but more plausibly by nature.

In some cases, the structural infrastructure that is being proposed to prevent future failures and disrepair of these cultural resources cannot physically be constructed without the removal of adjacent trees. In other cases, some trees are negatively impacting the cultural resource and if allowed to continue to grow, would eventually severely damage or destroy said resource. In both cases, it's important to the rehabilitation and the sustainability of the park's cultural resources to remove those trees.

Some design alternatives were considered to attempt to lessen the impact to the trees that were directly adjacent to the cultural resources. However, it was concluded that there was no alternative design that would accomplish this adequately, as their implementation would each require heavy equipment, major excavation, and major infrastructure to adequately rebuild and rehabilitate the cultural resources. As such, the design chosen was based on other factors such as cost and ease of construction.

In addition, it was considered by the design and owner teams to change the design of the walls and build them so that their footprint was further away from some of the trees in question, thus providing space enough to not have to remove trees. However, the Texas Historical Commission (THC) and the Office of Historic Preservation (OHP) have both weighed in on the importance of reconstructing and repairing all the cultural resources to their original condition and **in their original location and configuration** to preserve the historical significance of each cultural resource. For instance, in the case of the Lambert Beach river walls and the Upper Labor Acequia walls, we would not be allowed to move walls forward or backward or adjust any configurations (i.e., lines, curves, angles, etc.) to avoid, or otherwise distance the walls from, any of the existing trees.

Because of this requirement for the preservation of the historically significant cultural resources by the THC, our only option for addressing these multiple sections of river walls and Acequia walls would be to remove those trees that would otherwise not allow us to reconstruct and/or repair the walls in proper fashion and in the manner consistent with the THC's requirements for the project.

Not addressing these resources at all, specifically where trees are directly adjacent, would allow the degradation and structural failure of those cultural resources to continue, exacerbating the current problem and posing a threat to the health, safety, and welfare of the public. In addition, allowing walls to fail where they are retaining the adjacent trees and their root systems would also eventually cause those trees to fail as well.



In conclusion, to adequately rehabilitate and repair all the cultural resources within our capital project's scope of work as proposed, and in accordance with the THC and the OHP, several trees must be removed from the project site equating to less than 80% preservation for significant trees and less than 100% preservation for Heritage trees.

### Preservation Calculations

|                        | Floodplain  |          | Floodplain Buffer (ESA) |          | Upland      |          | Totals |
|------------------------|-------------|----------|-------------------------|----------|-------------|----------|--------|
|                        | Significant | Heritage | Significant             | Heritage | Significant | Heritage |        |
| Total caliper inches   | 2128        | 1083     | 124                     | 136      | 195         | 135      | 3801   |
| Total inches preserved | 969.5       | 779      | 86                      | 111      | 178         | 135      | 2258.5 |
| Total inches removed   | 1158.5      | 304      | 38                      | 25       | 17          | 0        | 1542.5 |
| Total mitigation       | 733         | 912      | 13                      | 75       | -100        | 0        | 1633   |

#### Mitigation:

Total proposed inches to be planted during construction phase of the capital improvement project – 792"

Total number of trees to be planted during construction phase of the capital improvement project – 220

Remaining mitigation balance to be planted elsewhere within Brackenridge Park – 841"

The construction project that rebuilds and rehabilitates the park's cultural resources and plants a portion of the mitigation trees will most likely start construction in early 2023 and be complete sometime in the Spring or Summer of 2024. It's likely that these 220 trees will be planted in spring 2024 to coincide with the latter stages of construction.

As for the balance to be planted elsewhere within Brackenridge Park but outside of the capital project, the most opportune areas to plant would be the St. Mary's Street corridor within the park boundary, the wilderness area along Avenue B, and the San Antonio River corridor south of Tuleta Dr. Another possible area for a smaller grouping of tree plantings would be the Brackenridge Park main entrance off Broadway, across from Mahncke park. The current plan is to initiate these plantings throughout fall of 2023 and winter/spring of 2024 as a supplemental and concurrent phase of the capital improvement project.

Should you have any questions or require any additional information, please reach out to my office to discuss via email at [jamaal.moreno@sanantonio.gov](mailto:jamaal.moreno@sanantonio.gov) or via phone at 210-207-6924.

Respectfully,



Jamaal Moreno, PLA  
Project Manager  
Project Delivery Division, Vertical Section  
Public Works Department  
City of San Antonio

De +  
1. MARCHE 2012  
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and present status of the program.

The following table shows the results of the analysis of variance for the effect of the type of soil on the growth of the plants.

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doi:10.1017/S0007122614000117

# IBIT

ATTACHMENT B



# CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION

## HISTORIC AND DESIGN REVIEW COMMISSION

### CERTIFICATE OF APPROPRIATENESS

April 19, 2023

**HDRC CASE NO:** 2022-091  
**COMMON NAME:** Brackenridge Park, Lambert Beach  
**ADDRESS:** 3700 N ST MARYS ST  
**LEGAL DESCRIPTION:** NCB A49 PART OF A-2, A-4, A-52 (208 AC)  
**PUBLIC PROPERTY:** No  
**LANDMARK:** Individual Landmark  
**APPLICANT:** Jamaal Moreno/City of San Antonio, PWD - 100 W Houston  
**OWNER:** City of San Antonio - 100 W Houston  
**TYPE OF WORK:** Park improvements

#### REQUEST:

The applicant is requesting a Certificate of Appropriateness for approval to construct improvements to the Lambert Beach area in Brackenridge Park as Phase I of the FY17 Bond Project. Request items include:

- 1) Stabilization and restoration of the historic stone walls that have not yet failed?
- 2) Reconstruction of walls that have already failed to match existing?
- 3) Stabilization and reconstruction of the Grand Staircase to improve safety and accessibility?
- 4) Underpinning of the 1877 Pump House for foundation stabilization in preparation for Phase II improvements
- 5) Selective removal of trees located within the project area. In accordance with the UDC, HDRC approval is required for removal of mature trees located on the banks of the San Antonio River.

#### FINDINGS:

**BACKGROUND** – The proposed scopes for the Lambert Beach area are consistent with the publicly approved Brackenridge Park Master Plan strategy to restore, preserve, and articulate park cultural and historic features and were prioritized in the FY 17 Bond as approved by voters. In February 2022, the HDRC reviewed an item that considered removal of protected trees from the top of the river bank. The item was tabled in order to further develop design plans for the area and consider alternatives to tree removal. In this time, the City has conducted additional public outreach and design development and has begun coordination with the Texas Historic Commission regarding required approvals.

**DESIGNATIONS** – Brackenridge Park is a designated State Antiquities Landmark, National Register District, and locally designated landmark located within the River Improvement Overlay District (RIO-1). The 1877 Pump House and structures associated with the Lambert Beach recreational area are considered contributing and part of an important cultural landscape for the City of San Antonio.

**ARCHAEOLOGY** - Furthermore, the property is adjacent to the historical alignment of the San Antonio River, an area known to contain significant historic and prehistoric archaeological deposits. Therefore, an archaeological investigation is required. An Antiquities Permit is required prior to beginning construction. The project shall comply with all federal, state, and local laws, rules, and regulations regarding archaeology, as applicable.

**PERIODS OF CONSTRUCTION** - Lambert Beach was initially developed as a recreational area in 1915. A 1925 renovation resulted in many of the permanent features evident today including stone retaining walls, concrete walkway at the water level, and "grand

staircase" with steps extending into the water. In 1940, additional work to the area, including raising of the stone walls, was completed through a WPA project to prevent further erosion of the river bank.??

**PUBLIC PARTICIPATION** - The City provided a robust community engagement process that included a walking tour detailing the proposed project scope, information on the cultural resources and proposed impact to trees; hosting a series of seven (7) public input meetings from March 2022 – August 2022; and meetings with the Brackenridge Park Stakeholder Advisory Committee comprised of local stakeholders.

**TEXAS HISTORICAL COMMISSION** – The Executive Committee of the Texas Historical Commission approved an Antiquities Permit for the project on April 10, 2023, as submitted.

**DESIGN REVIEW COMMITTEE** - A site visit of the Design Review Committee was held on April 12, 2023. The committee reviewed the current conditions of the site and gained a better understanding of the project scope and which trees would remain.

**EXISTING WALLS** - The existing walls are a combination of monolithic block and rubble stone construction. These walls have failed in several areas, making the area inaccessible to the public. Additional wall failure will occur without intervention.

**WALL DESIGN** - In order to stabilize the stone walls, a reinforced concrete shadow wall with footing will be introduced along the length of the Lambert Beach walls. The design requires an excavation width of a minimum of 48" from the back of the plumb line of the stone walls. This design will preserve the historic stone walls in place while providing structural support and adequate drainage to prevent future displacement. This treatment method prioritizes retention of original materials in place, consistent with the Secretary of the Interior's Standards and the UDC.

**GRAND STAIR** – The Grand Stair is in structural decline due to hydrological forces and lack of sufficient foundation. The design proposal will largely reconstruct this feature and include modifications to improve safety and accessibility. The existing stone steps were previously rebuilt with existing stone as part of a 2002 project. Based on feedback from the Texas Historical Commission, two original extant features, the historic bench and portions of the original historic steps will be preserved and repaired in place. The design of the reconstructed stair has also been redesigned to more closely match original conditions. This is consistent with the Secretary of the Interior's Standards and the UDC.

**PUMP HOUSE** – Restoration of the 1877 Pump House and raceway restoration are planned as part of the Phase II project improvements for the site. The proposed underpinning is necessary for the long term stabilization of the structure and will accompany the proposed work for the adjacent cheek walls which are of similar age.

**EXISTING TREES** - Based on a tree age study conducted in January 2023, the oldest oak trees located on the north bank date to approximately 1945.

**TREES IN THE RIO** – Generally, compliance with the City's tree preservation requirements is reviewed by the City Arborist and does not require additional review by the HDRC in most instances. Heritage trees and significant trees located at the top of the bank or along the River Walk are not allowed to be removed without HDRC approval per UDC 35-680. On a case-by-case basis, tree removal may be approved by the HDRC with a recommendation from the City Arborist (Development Services) and Forester (Parks Department) in instances of disease, age or physical condition, or if they must be removed for the safety reasons. Current conditions of the site present a safety concern and public access is currently restricted.

**TREE REMOVAL** – Due to the width of excavation required by the approved wall design, tree removal or relocation is needed. The City has worked with a tree relocation consultant to review relocation viability for all trees impacted by the project. In most cases, tree removal cannot be avoided due to a variety of factors.

**TREE PRESERVATION** - There is a total of 83 trees in the project area. The initial design removed 70 trees. The updated design reduces the number of trees to be removed down to 48 including:

4 invasive species trees

4 trees that are dead/dying

10 trees less than 6" in diameter

24 trees between 6" and 24" in diameter

6 heritage trees

In response to public input, the project has been updated to preserve 35 additional trees:

The largest heritage oak in the area will be relocated and preserved (Tree 101, 44" Oak)

20 additional trees to be relocated and preserved

14 trees total will be preserved in place

**TREES OF GREATEST CONCERN** - The City has heard the public concerns, specifically regarding removal of the following:

|     |         |      |         |
|-----|---------|------|---------|
| 95  | 32" Oak | 0"   | 76 yrs  |
| 97  | 22" Oak | 3"   | unknown |
| 98  | 18" Oak | 18"  | unknown |
| 99  | 16" Oak | < 5' | unknown |
| 100 | 37" Oak | 15"  | 78 yrs. |

**ALTERNATIVES & DUE DILIGENCE** - The City has reviewed proposals for alternative wall designs intended to limit the width of required excavation behind the stone walls in an attempt to lessen the required tree removal, including:

Introduction of a pier and spandrel system that will require a minimum 16-18" of excavation width. Both drilled, reinforced concrete piers and helical piers have been proposed.

Full demolition of failing walls, construction of a reinforced concrete spandrel wall, and re-creation of the stone wall as a veneer.

Following review, the City and its consultants have noted the following factors which continue to restrict tree retention:

Many of the walls are currently out of plumb. For example, trees 95 and 97 are either touching or growing over the out-of-plumb wall and would need to be relocated or removed in order to accommodate wall correction regardless of excavation depth.

Remaining trees are located between 15" and 28" from the existing wall location and impacts to the roots cannot be avoided with the spandrel design.

The minimum excavation required by a spandrel system do not take into account OSHA standards.

The minimum excavation required by a spandrel system can only be achieved by anchoring the stone walls through the front or reconstructing the stone as a veneer, contrary to the Secretary of the Interior's Standards.

The design of the piers themselves do not make a difference in terms of retaining trees.

The City's tree location consultant and multiple independent arborists have determined that impacts to trees 95, 97, 98, 99 & 100 cannot be avoided due to the positioning of these trees.

**PROJECT LONGEVITY** - Other concerns include the longevity of the project should trees remain in place. Due to proximity to the water, all trees in the area are fast growing and will continue to negatively impact the walls in the future. After carefully considering alternatives, likely outcomes, expense, and likelihood of future interventions needed, the City maintains that the proposed design will deliver a project that balances tree preservation with delivery of a lasting project that ensures future public access and recreational use and preserves historic features of the park consistent with the Secretary of the Interior Standards.

**RECOMMENDATION:**


Staff recommends approval of items 1-5 based on the findings. An archaeological investigation is required. The project shall comply with all federal, state, and local laws, rules, and regulations regarding archaeology, as applicable.

**COMMISSION ACTION:**

Approved with stipulations:

- 1) That no work will occur until the Section 106 process is complete;
- 2) That any additional tree removals will come back to the HDRC consistent with the UDC; and
- 3) That the City will monitor and maintain the heritage and significant trees during and after construction.

An archaeological investigation is required. The project shall comply with all federal, state, and local laws, rules, and regulations regarding archaeology, as applicable.



**Shanon Shea Miller**  
**Historic Preservation Officer**

A Certificate of Appropriateness (COA) serves as a record of design approval and is valid for 180 days. Work that is not completed in accordance with this certificate may be subject to correction orders and other penalties.

A COA does not take the place of any required building permits nor does it authorize the use of a property beyond what is allowed by the Unified Development Code. Prior to beginning your construction project, please contact the Development Services Department at (210) 207-1111 to ensure that all requirements have been met.

This Certificate must remain posted on the job site for the duration of your project. Modifications to an approved design or an expired approval will require a re-issue of your Certificate of Appropriateness by OHP staff. Please contact OHP Staff at (210) 207-0035 with

ATTACHMENT C



This COA was issued on April 27 (the day I emailed you). The COA template includes the date of the HDRC action. Our internal portal does track the issue date and I have pasted a screenshot below:

|                          |            |            |                    |                                  |  |        |         |            |         |
|--------------------------|------------|------------|--------------------|----------------------------------|--|--------|---------|------------|---------|
|                          |            |            |                    | Antonio                          |  |        |         |            |         |
| <input type="checkbox"/> | 2023-27678 | 04/04/2023 | 3700 N ST MARYS ST | Brackenridge Park, Lambert Beach | Moreno, Jamaal<br>City of San Antonio, PWD | Closed | HDRCCOA | 04/27/2023 | More... |

Twenty days after April 27 would be May 17 (this Wednesday).

Thanks,

Cory

-----Original Message-----

From: Roy Schweers <[roy.schweers@gmail.com](mailto:roy.schweers@gmail.com)>

Sent: Monday, May 15, 2023 6:44 AM

To: Cory Edwards (OHP) <[Cory.Edwards@sanantonio.gov](mailto:Cory.Edwards@sanantonio.gov)>; Susan Strawn <[susanstrawn@gmail.com](mailto:susanstrawn@gmail.com)>

Subject: [EXTERNAL] BOA Deadline Question

Cory Edwards,

Trying to determine deadline for submitting appeal to Board of Adjustment's for HDRC case no. 2022-091 Brackenridge Park, Lambert Beach.

The HDRC action letter noting approval with stipulations was posted on Monday, May 1, 2023 to the Parks website project landing page. However, no date of issue is stipulated in the posted letter.

With the the Fiesta holidays holidays, did OHP generate the letter and schedule an email to deliver the COA on day 10 (04/29) after the HDRC hearing (04/19)?

My understanding, an appeal must be filed within 20 days after the COA issue on day 10. This would result in a BOA deadline of May 19th. Could you confirm ?

Thank you,

Roy Schweers

Sent from my iPad

**ATTACHMENT C**

**ATTACHMENT D**  
**Exhibits D-1 to D-5**

**Sec. 35-680. - Demolition of Historic Features in the River Improvement Overlay Districts.**

Demolition of architectural features, artwork, furniture, and other items shown on the Robert Hugman plans as well as other historic Riverwalk construction dating back to Spanish Colonial times and including works by the WPA, the CCC and the National Youth Administration constitutes an irreplaceable loss to the quality, character, ambiance and atmosphere of the San Antonio Riverwalk in the river improvement overlay districts. Accordingly, these procedures provide criteria to prevent unnecessary damage to the unique character of the city's Riverwalk areas and character.

- (a) **Applicability.** The provisions of this section apply to any application for demolition of important architectural features on or immediately adjacent to the river and or the Riverwalk in the river improvement overlay districts.

Items shown on the Robert Hugman Plans for the Riverwalk in "RIO-3."

Items shown on the Robert Hugman Plans for the Riverwalk in "RIO-3" must be preserved including, but not limited to, staircases, walkways, furniture, bridges, tile and other artwork, light fixtures, handrail ornaments, boat landings, fountains, waterways, water features, retaining walls and the overall landscaping plan for placement of planting beds, and the earlier, hand-built river retention walls found in "RIO-3" as identified in the city records and commonly known as the Tobin walls and the Stucco walls. Appropriate penetrations of these historic retention walls will be permitted subject to commission approval.

**Heritage Trees.** Removal or damage to heritage trees such as large Cypress trees and other, old significant trees at top of bank or along the Riverwalk is prohibited in all river improvement overlay districts. Except where the tree is damaged due to disease, age or physical condition and must be removed for the safety reasons. Then with a recommendation from the city arborist, or the official urban forester, the historic and design review commission may grant approval for demolition.

**Other Items of Historic or Archaeological Interest.** No certificate shall be issued for demolition of such historic and archaeological features dating from Spanish Colonial times including but not limited to acequias, dams, aqueducts, old mills, railways, and other river related features or similar items.

- (b) **Unusual and Compelling Circumstances for Demolition of the Above.** The historic and design review commission may consider unusual and compelling circumstances in order to approve a certificate of appropriateness for the demolition or removal of the items listed in section 35-680. It shall be guided in its decision by balancing the contribution of the object, site or structure to the character of the river improvement overlay districts with the special merit of the proposed replacement project.

The historic and design review commission, using criteria set forth in this article, shall determine whether unusual and compelling circumstances exist and shall be guided in its recommendation in such instances by the following additional considerations:

- A. The historic or architectural significance of the object, site, or structure;
  - B. The importance of the object, site, or structure to the integrity and character of the river improvement overlay district;
  - C. The difficulty or the impossibility of reproducing such an object, site, or structure because of its design, texture, material, detail, or unique location;
  - D. Whether the object, site, or structure is one (1) of the last remaining examples of its kind in the neighborhood, the city, county, region, state, or nation;
  - E. Whether reasonable measures can be taken to save the object, site, structure, or cluster from further deterioration, collapse, arson, vandalism or neglect.
- (c) **Penalties.** Penalties for demolition of architectural features, artwork, furniture and other items discussed in this section shall be the same as those listed in subsections 35-491(c)(3) and (c)(4).

(Ord. No. 95352 § 3 Attachment 2)(Ord. No. 2015-12-17-1077, § 2, 12-17-15)

**Editor's note—** Ord. No. 2015-12-17-1077, § 2, adopted Dec. 17, 2015, changed the title of § 35-680 from "Demolition of historic features in the Riverwalk overlay districts" to "Demolition of historic features in the river improvement overlay districts." This historic notation has been preserved for reference purposes.

## Sec. 35-523. - Tree Preservation.

*STATEMENT OF PURPOSE*

*While allowing the reasonable improvement of land within the city and city's ETJ, it is stated public policy of the city to maintain, to the greatest extent possible, existing trees within the city and the ETJ, and to add to the tree population within the city and the ETJ to promote a high tree canopy goal. The planting of additional trees and preservation of existing trees in the city and the ETJ is intended to accomplish, where possible, the following objectives:*

- To preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment.*
- To encourage the preservation of existing trees and the planting of new trees for the enjoyment of future generations.*
- To encourage the preservation of existing trees and the planting of new trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness.*
- To encourage the preservation of existing trees and the planting of new trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees.*
- To encourage the preservation of existing trees and the planting of new trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem.*
- To provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees and planting that will achieve greater overall tree canopy.*
- To promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life.*
- To encourage the preservation of environmentally sensitive areas that protect and enhance the water quality, ecosystem and the aesthetic environment.*
- To increase tree canopy coverage for the city and ETJ.*
- To recognize the economic value added to properties with trees and high tree canopy coverage.*

*This section implements the following provisions of the master plan:*

*Neighborhoods, Policy 3c: Continue to implement the tree preservation ordinance and strengthen as needed.*

**(a) Applicability.**

**(1) Generally.**

- A. The regulations contained in this division shall apply to any private property located within the city limits and the ETJ of the city.
- B. The regulations contained in this division shall apply to all public property held by or for the benefit of the city or any agency, board or commission thereof in accordance with the provisions of subsection (p) of this division.
- C. The regulations contained in this division shall regulate all activities that result or may result in the removal of significant or heritage trees or areas of tree canopy as defined herein. Said activities include any of the following:
  - 1. Industrial, commercial, office, multi-family, residential and institutional development, including all new construction and any additions that increase the total floor area of a structure by more than two thousand five hundred (2,500) square feet.
  - 2. Construction of a new parking lot larger than two thousand five hundred (2,500) square feet or expansion of an existing parking lot by more two thousand five hundred (2,500) square feet.
  - 3. Any grading, filling or clearing of land.
  - 4. Any clear, selective or individual cutting or removal of any significant or heritage tree or areas of tree canopy as defined.
  - 5. Chemical or biological treatment of trees that may result in the death or destruction of any significant or heritage tree or areas of tree canopy as defined.
  - 6. Trenching or excavation that may damage or destroy any significant or heritage tree or areas of tree canopy as defined.
- D. The regulations in this section shall apply to any projects receiving any federal, state, and/or local financial assistance.
- E. Tree Credit Certificate 001 issued February 10, 2000 and Tree Credit Certificate 002 issued March 26, 2002 are acknowledged and the express language of those certificates apply whenever and wherever until fully redeemed with no limitations as to any time vesting projects as expressed in those contracts or certificates. Tree credits may be used for mitigation of preservation when utilizing the tree survey method or to mitigate surveyed heritage trees utilizing the tree stand delineation method.

- (2) **Activities Exempt.** The regulations in this division shall not apply to the clearing of understory necessary to perform boundary surveying of real property or to conduct tree surveys or inventories. Clearing for surveying may not exceed a width of two (2) feet for general survey (i.e. of easement boundary, etc.) and eight (8) feet for survey of property boundary lines. Except for surveys done in connection with residential development, no tree ten (10) inches or larger may be removed in any manner during such boundary or general surveying.
- (3) **Categories of Development Exempt.** The provisions of this section shall not apply to any conservation subdivision as defined in section 35-203.
- (4) **Trees Exempt.** This division shall not apply to:
  - A. Any significant or heritage trees or areas of tree canopy determined to be diseased, overly-mature dying or dead, by the city arborist.
  - B. Any significant or heritage trees or areas of tree canopy determined to be causing a danger or be in hazardous condition as a result of a natural event such as tornado, storm, flood or other act of God that endangers the public health, welfare or safety and requires immediate removal.
  - C. Any significant or heritage tree or areas of tree canopy located on property on which construction of single-family, two-family or three-family residential dwelling units has been completed.
  - D. Trees or areas of tree canopy located in the clear vision area, as defined in the street improvement standards, subsection 35-506(d)(5), intersection sight distance.
  - E. Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.

The provisions contained in this section shall control in the event and to the extent they may conflict with other provisions contained in this chapter that do not relate to health and safety.

- (b) **Administration.** The provisions of this section shall be implemented by the city arborist under the direction of the director of planning and development services. The city arborist shall oversee regulation of the maintenance and removal of significant or heritage trees or areas of tree canopy and shall enforce and administer the provisions of this section.

The city arborist shall work closely with all city departments and governmental entities and licensees, and franchisees thereof in order to promote and ensure the maximum protection of trees by the implementation and administration of this section. City departments with which the city arborist is authorized to interact pursuant to subsection (p) of this section include, but are not limited to the following:

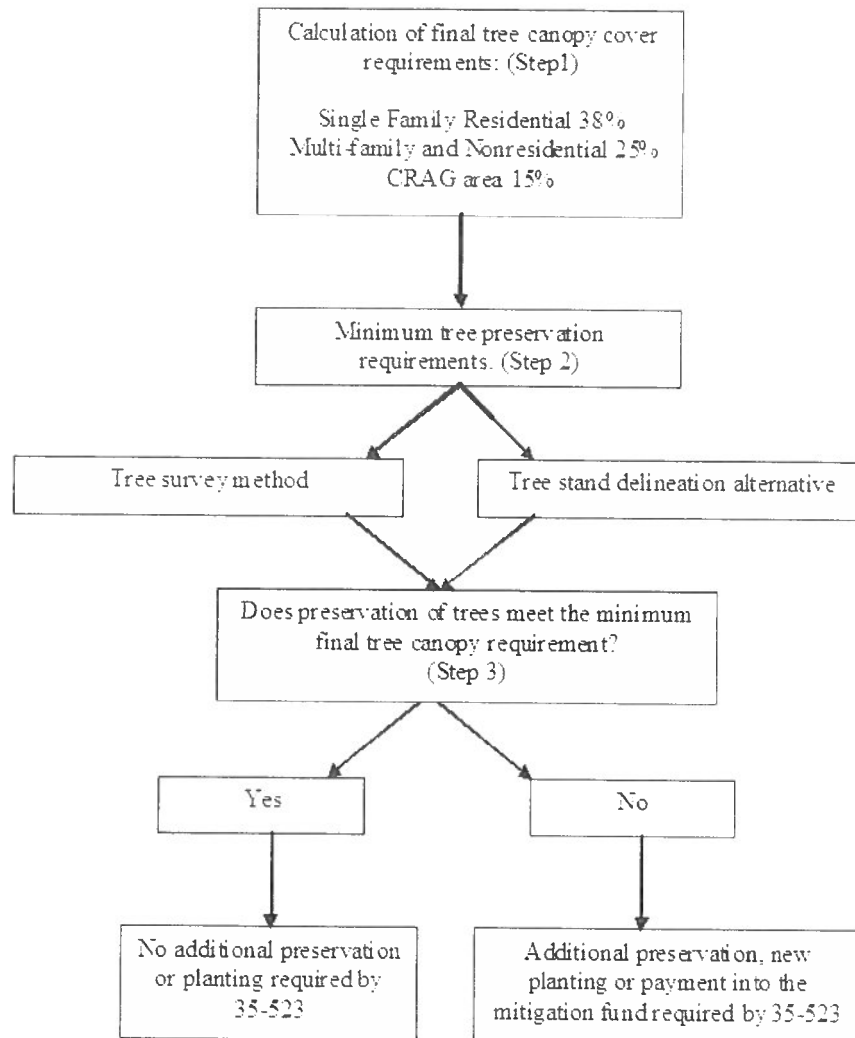
- (1) Department of development services shall coordinate:
  - A. Tree preservation in the review of master development plans, planned unit development plans, subdivision plats, permits and any grading filling and spoil activities when applicable.
  - B. Maximize the preservation of tree(s) or areas of tree canopy through the implementation of the city's landscape and streetscape standards and through the approval process contained in this chapter.
- (2) In accordance with subsection 35-104(b), all city departments or its agencies or instrumentalities shall maximize the preservation of trees or areas of tree canopy for public improvements such as, but not limited to, utility installation, street construction and maintenance, drainage construction and maintenance, grading, filling, placement of soil, etc., and coordinate any projects that modify natural drainage areas in a way that negatively affects trees on private property or public property.
- (3) San Antonio Water System shall maximize the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (4) CPS Energy shall maximize the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (5) Parks and recreation shall maximize the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (6) Any other entities which may require easements or rights-of-way shall maximize the preservation of trees or areas of tree canopy during the project. The arborist shall review any policies related to trees or areas of tree canopy.
- (c) **Violation, Enforcement and Penalties.** The provisions of this section shall be enforced as provided in article IV, section 35-493 of this chapter.
- (d) **Overview of Tree Preservation and Tree Canopy Calculation Process.** The following are the steps to be undertaken by the applicant and the City of San Antonio as part of the final tree canopy and tree preservation requirements as outlined below in subsections (e) and (f).
  - (1) Step 1: Identify "final tree canopy" percent (%) based on the land use and as noted on section (e).
  - (2) Step 2: Choose method for tree preservation (survey or tree stand delineation).
  - (3) Step 3: Compare the results of step 2 and step 1.
    - A.



If step 2 tree preservation provides an equal or larger tree canopy cover percentage than step 1 then the final tree canopy goal has been met.

- B. If step 2 tree preservation provides a smaller tree canopy cover percentage than step 1, then additional preservation, planting or payment to the tree mitigation fund is necessary to comply with this division.

(4) The following diagram illustrates the hierarchy of the tree preservation and tree canopy cover process.



(e) **Final Tree Canopy Cover.** The intent of this subsection is to promote tree canopy coverage in the city and the ETJ. The development of any property shall meet the final canopy percent requirements as described below based on the land use and can be accomplished by maximizing the preservation of trees through a tree survey method or tree stand delineation alternative and by tree planting (if necessary) or payment into the mitigation fund.

(1) **Standards.** Developments of all sites must provide a minimum final tree canopy cover as listed below for the entire gross project area outside of the regulatory floodplain.

A. Minimum final tree canopy coverage shall be provided at the percentages indicated

below:

- i. Single-family residential thirty-eight (38) percent;
  - ii. Multi-family and nonresidential twenty-five (25) percent;
  - iii. CRAG area fifteen (15) percent;
- B. The final tree canopy requirements shall be accomplished after meeting all preservation requirements and other planting requirements as set forth in this chapter;
- C. When the final tree canopy is required at platting, the city arborist may allow the applicant to defer the minimum tree canopy cover requirements as follows:
  - a) To the building permit phase of the development if inside of city limits; or
  - b) To the building phase in ETJ with plans depicting final canopy cover of preserved trees and newly planted trees and the method to assure that the requirements will be met before the issuance of a building permit (sections 35-B123, 35-B125, 35-B107, 35-477, 35-476) (note: per subsection 35-523(f)(3) Table 523-1B, when using the tree stand delineation option, tree save areas must be designated as such when the area is platted); or
  - c) With a guarantee of performance executed and filed with the City of San Antonio.

The city arborist shall determine the probable maximum amount of tree mitigation required (measured in dollars) that may be attributable to the development.
- (f) **Minimum Tree Preservation Requirements.** To comply with the minimum final tree canopy cover requirements of subsection (e) an applicant shall elect either to perform a tree survey to identify trees for preservation in accordance with the provisions of this subsection below or to conduct a tree stand delineation as an alternative to the tree survey technique.
  - (1) **Protected Tree Designations.** The significant or heritage tree designations establish a threshold trunk size, measured in diameter at breast height (DBH), for various tree species for purposes of applying the requirements of this chapter. A significant or heritage tree is defined by DBH as set forth below. Multi-trunk trees are to be measured with the largest trunk counting for full DBH inches plus fifty (50) percent of the DBH sum of the additional trunks, if the tree is classified as significant. (Tree species listed below shall have at least one (1) trunk greater than five (5) inches for small tree species and at least one (1) trunk greater than ten (10) inches for large tree species to be considered significant). The value of the largest trunk is the value given to the small tree species listed below.
    - A. **Significant Trees.** A significant tree means a tree of six (6) inches or greater DBH for all tree species except the following species are significant with at least one (1) trunk being equal or greater than the respective size (DBH):

- i. Ashe Juniper (*Juniperus ashei*) - ten (10) inch DBH;
- ii. Huisache (*Acacia farnesiana*) - ten (10) inch DBH;
- iii. Mesquite (*Prosopis glandulosa*) - ten (10) inch DBH;
- iv. Arizona Ash (*Fraxinus Velutina*) - ten (10) inch DBH;
- v. Hackberry (*Celtis spp.*) - ten (10) inch DBH;
- vi. Texas persimmon (*Diospyros texana*) - five (5) inch DBH;
- vii. Texas redbud (var. *texensis*) - five (5) inch DBH;
- viii. Texas Mountain laurel (*Sophora secundiflora*) - five (5) inch DBH;
- ix. Condalia (*Condalia hookeri*) - five (5) inch DBH;
- x. Possum haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
- xi. Hawthorne (*crataegus texana*) - five (5) inch.

**B. Heritage Trees.** A heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are heritage with at least one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- i. Texas persimmon (*Diospyros texana*);
- ii. Texas redbud (var. *texensis*);
- iii. Texas Mountain laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

**C. Non-native Trees.** Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (*Pistacia chinensis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Taxodium species*).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vi. Japanese Ligustrum (*Ligustrum japonicum*);
- vii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*).

**(2) Tree Survey Methodology.**

- A. **Standards.** Table 523-1A establishes the minimum percentage of all diameter inches of significant or heritage trees or tree stand delineation canopy area that must be preserved or mitigated. In environmentally sensitive areas, the minimum percentage shall include the understory of the preserved trees. For all development projects, applicants may elect to preserve trees at the MDP, platting or permitting stage; if an applicant elects to preserve trees at the MDP or platting stage, this method must be used throughout completion of the project.

**Table 523-1A**

| Significant Trees              | Single-Family Dwellings   | Multi-family and Nonresidential Uses  |
|--------------------------------|---|---|
| 6" DBH or greater              | 35% within each platted lot, excluding street right-of-way and easements. Plus each builder on a single-family dwelling lot shall also be required to plant two (2) one and one-half (1.5) inch caliper new trees, which trees shall generally be native, large canopy trees. | 40% within the entire site excluding the street rights-of-way and easements; or for athletic fields, 25% of the entire site to be developed as such.  |
| Significant Trees under 6" DBH | 35% within each platted lot, excluding the street right-of-way and easements or 35% of the number of total count of all such trees.   | 40% within the entire site, excluding street rights-of-way, and easements; or 40% of the number of total count of all such trees; or for athletic fields, 25% of the entire site to be developed as such. |
| Heritage Trees                 | 100% within each platted lot  | 100% within the entire site.  |

|                                 |  |  |
|---------------------------------|--|--|
| 100-year floodplain(s)          | 80% of all the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the lot.  | 80% of the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the site.   |
| Environmentally Sensitive Areas | 80% of all the trees within the environmentally sensitive area including easements and rights-of-way. Such areas shall apply toward preservation on the remainder of the site. | 80% of all the trees within the environmentally sensitive area including easements and rights-of-way. Such areas shall apply toward preservation of the remainder of the site. |
| Mitigation Maximum              | Up to 80% of significant and heritage trees may be mitigated rather than preserved.  | Up to 80% of significant and heritage trees may be mitigated rather than preserved.  |

- B. Calculation of Preservation Ratios.** All percentages relating to preservation stated within this section shall be based on the initial tree survey. Any subsequent redevelopment of property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated by the initial tree survey. To receive preservation credit in environmentally sensitive areas when using the tree survey or tree canopy method, the canopy area can be converted into diameter inches utilizing the following formula based on the dominant tree species in the area(s). Canopy area divided by shade value (Appendix E) equals number of trees, times the radius of the shade value area which will equal the diameter inches present in the environmentally sensitive area.

**Formula:**

$$\text{Diameter (inches)} = \text{Number of Trees} \times \text{Radius}$$

$$\text{Number of trees} = \text{Canopy Area (sq-ft)} / \text{Shade Value (sq-ft/tree)}$$

$$\text{Radius} = \text{Square Root}(\text{Shade Value Area} \div 3.14)$$

*Commentary: the value is based upon the one foot tree canopy radius to one inch trunk diameter relationship.*

- (3) **Tree Stand Delineation Alternative.** Mitigation trees will be as set forth in the standards of table 523-2 using the shade value in Appendix E.

A. **Standards.** As an alternative to a tree survey, a tree stand delineation may be used to meet the preservation requirements (see submittal requirements section 35-B125). In order to utilize this provision the site must have area(s) of tree canopy; however, the presence of understory is not required except in environmentally sensitive areas where the minimum percentage shall include the understory of the preserved trees. The application of this provision will be based on the total tree canopy of a site or project outside the 100-year floodplain and environmentally sensitive areas, with no exclusions for rights-of-way or easements. A tree stand delineation shall meet the following standards:

**Table 523-1B**

|  | Minimum Preservation Requirements  | Other Requirements   |
|--|--|--|
| Total tree canopy cover on site outside of the regulatory floodplain | 35% of total non-heritage tree canopy with subdivision, building permit or other permit after the master development plan stage or 30% of total non-heritage tree canopy with master development plan. | Tree save areas must be designated as such when the area is platted. Tree canopy area(s) to be preserved as tree save area(s) must include tree canopy in environmentally sensitive areas if such are present on site. |
| Heritage trees   | Heritage trees shall be preserved at 100% using the tree stand delineation method only.  |  |

a meeting with the person making the appeal. The written decision of the director of planning and development services, or authorized designee, on the appeal shall be rendered within fifteen (15) working days and shall be delivered to the appealing party by certified mail, return requested, or by hand delivery. If the director of planning and development services or authorized designee fails to render an opinion on the appeal within the fifteen-day period, the relief requested in the appeal shall be granted.

**(5) Planning Commission.**

- A. If the director of planning and development services denies all or part of the relief requested in an appeal, the aggrieved party may appeal to planning commission by filing a notice of appeal with the director of planning and development services no later than the tenth working day following the party's receipt of the written decision of the director of planning and development services. The director of planning and development services who, upon receipt of such notice, shall immediately transfer copies of all documents and information relevant to the appeal to the executive secretary to the planning commission. The executive secretary of the planning commission shall schedule the hearing of the appeal at the earliest available regularly scheduled meeting of the planning commission which will allow compliance with the requirements of the Texas Open Meetings Act.
- B. A decision of the planning commission shall be appealable to the city council for final action by filing a notice of final appeal with the office of the city clerk no later than the tenth working day following the party's receipt of the written decision of the planning commission. A true and correct copy of the notice of final appeal must also be filed with the office of the director of development services. The director of development services shall schedule the hearing of final appeal at the next available regularly scheduled meeting of the city council which will allow compliance with the requirements of the Texas Open Meetings Act.
- C. Where this division requires either the city or applicant to respond, or take other action, within a specific number of days, such calculation shall begin on the first working day after the date of receipt of the information that necessitated response or action.

**(o) Tree Mitigation Fund.**

- (1) **Fund Established.** The director of finance is hereby directed to establish a dedicated account to be entitled tree mitigation fund (hereinafter the "fund").
- (2) **Penalties.** Section 35-493 of this chapter provides for sections imposing civil penalties in addition to criminal penalties. Civil penalties collected pursuant to such section shall be recorded in the fund created pursuant to this section, unless expressly prohibited by law.

Likewise, all funds received from the payment of mitigation fees pursuant to subsection (g) shall be recorded in the fund.

- (3) **Use of Funds.** The funds collected from civil penalties and mitigation fees in the fund shall be utilized to pay for the planting of trees, to include a maintenance period not to exceed three (3) years. Generated funds may be used by the city forester to plant trees on public or private properties. Trees planted with mitigation funds shall not be used to meet any municipal code requirements for preservation, mitigation, landscaping, buffers, streetscape or other requirements. Trees planted with tree mitigation funds are considered mitigation trees as defined in appendix A of the UDC. The funding of tree preservation including the yearly digital imagery and planting programs shall be administered by the parks and recreation department and city forester. The director of the parks and recreation department shall seek the advice of the parks and recreation board in regard to the selection of projects to be funded. A portion of the fund may be used, on an annual basis, to fund activities directed towards educating the public on the importance of trees in the environment, ecological issues and pollution prevention.
- (4) **Funds to be Kept Separate.** The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over and become the beginning balance for the next fiscal year.
- (p) **Public Projects.** Municipal and utility entities shall obtain a tree permit before any vegetation is removed or new construction activity takes place (as specified in section 35-B127). Special attention will be given to the preservation of trees in public rights-of-way that are to help satisfy the objectives of the streetscape planting standards of this article (section 35-512). The city arborist shall approve an application for the reasonable removal of a protected tree in connection with construction, maintenance or repair of public facilities in or above a public street, alley, rights-of-way, easement or other public land.
  - (1) **Preservation.** A minimum of twenty-five (25) percent of all diameter inches of protected trees within the project boundary/limits must be preserved, and shall be in accordance with subsection 35-523(h).
  - (2) **Calculations of Preservation Ratios.** All percentages relating to preservation stated within this section shall be based the initial tree survey. Any subsequent redevelopment of public property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated in the initial tree survey.
  - (3)



**Tree Retention Ratio.** A minimum of twenty (20) percent of the total diameter inches within the surveyed area must be retained in their original location when possible. Removal of additional trees, up to the percentage prescribed in this section, requires mitigation (see subsection (f) "preservation").

- (4) **Design, Diversity and Desirability.** The location of all improvements shall be orientated by the applicant, to the extent the applicant determines possible, in a manner which allows for the preserving of the greatest number of trees and in doing so is encouraged to acquire rights-of-way in such a manner. Applicants are also encouraged to preserve trees to meet the landscape and streetscape standards. Also as the particular site conditions warrant, the applicant shall preserve a diversity of species.

**(q) Tree Canopy Investment Fund.**

- (1) **Fund Established.** The director of finance is hereby directed to establish a dedicated account to be entitled Tree Canopy Investment Fund.
- (2) **Tree Canopy Investment Fund Fees.**
- (i) A fee of fifteen dollars (\$15.00) per lot shall be assessed for each residentially platted lot or for each residential building permit issued.
  - (ii) A fee of twenty-five dollars (\$25.00) per acre or portion thereof shall be assessed for each commercially platted lot or a fee of twenty-five dollars (\$25.00) per acre for each lot for which a commercial building permit is issued by the department of planning and development services.
  - (iii) Fees collected pursuant to the Tree Canopy Investment Fund shall be assessed at the time a tree permit is issued and recorded in the fund created pursuant to this section, unless expressly prohibited by law.
- (3) **Use of Funds.** The funds collected shall be utilized to pay for the planting and maintenance of trees to include a maintenance period not to exceed three (3) years. Generated funds may be used by the city forester to plant trees on public or private properties and the yearly digital imagery to proactively enhance the city's tree canopy area. Trees planted utilizing funds from the tree canopy fund are protected trees, and if approved to be removed, shall be mitigated at 1:1 unless heritage size which are mitigated at 3:1 (with the exception of species listed in table 523-2, column B, row 1 which will be mitigated at 1:1) and are to be maintained by the project applicant. In addition, ten (10) percent of the funds collected will be kept in a separate budget line to be used for any litigation necessary in the enforcement of this section. The program is to be administered by the parks and recreation department. The director of the parks and recreation department and the city forester shall seek the advice of the parks and recreation board on the selection of projects to be funded.

(4)

**Funds to Be Kept Separate.** The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over into the balance for the next fiscal year.

- (r) **Definitions.** Definitions that appear below shall apply only to this section and shall prevail if in conflict with definitions found elsewhere in this chapter.

**100-year floodplain.** Use of the term 100-year floodplain shall refer to the regulatory floodplain as defined in Appendices A and F.

**Environmentally sensitive areas.** Areas that require protection of native landscape, plant life, wildlife, or ecological values. Environmentally sensitive areas shall include steep slopes and riparian buffers.

**Floodplain.** Use of the term floodplain shall refer to the regulatory floodplain as defined in Appendices A and F.

**Minimum Canopy Unit.** The smallest tree canopy area in square feet that can be designated on a tree preservation plan to receive preservation credit.

**Riparian Buffer.** Vegetated areas, including buffer strips, adjacent to the regulatory floodplain that help to shade and partially protect a stream, creek or tributary from the impact of adjacent land uses. Riparian buffers are measured as follows:

- 1) A sixty-foot wide tree and understory preserve area parallel to the 100-year floodplain in the Edwards Aquifer Recharge Zone or Contributing Zone.
- 2) A thirty-foot wide tree and understory preserve area parallel to the 100-year floodplain outside of the Edwards Aquifer Recharge Zone or Contributing Zone.

**Spoil Activities.** Disturbances to the earth that include any soil and/or earth material generated from grading and/or clearing a site as well as material in excess from a site subject to development.

**Steep slope.** A slope exceeding twenty (20) percent or one-foot vertical for every five feet horizontal. For the purpose and applicability of the ESA, the steep slope area shall exceed a minimum of 0.5 acres.

**Tree canopy.** The outer limits of a tree's foliage consisting of leaves, branches and stems that cover the ground when viewed from above. This may also include understory vegetation.

(Ord. No. 97332 § 2) (Ord. No. 97602 § 2) (Ord. No. 98697 § 1, 4, and 6) (Ord. No. 100126 § 4) (Ord. No. 101816, § 2, 12-15-05) (Ord. No. 2006-11-02-1258, § 2, 11-2-06) (Ord. No. 2009-01-15-0001, § 2, 1-15-09) (Ord. No. 2010-05-06-0376, § 4, 5-6-10) (Ord. No. 2010-11-18-0985, § 2, 11-18-10) (Ord. No. 2012-10-18-0829, § 2, 10-18-12; Ord. No. 2015-12-17-1077, § 2, 12-17-15; Ord. No. 2016-02-18-0107, § 2, 2-18-16)

**Sec. 35-455. - Demolition Permit Applications.**

- (a) **Applicability.** The provisions of this section apply to any application for demolition of a historic landmark (section 35-614 of this chapter). The provisions of this section apply to any historic landmark or any property located within a historic district.
- (b) **Initiation.**
- (1) **Historic Landmarks and Contributing Properties.** The applicant shall submit all necessary materials to the historic preservation officer, hereafter referred to as the HPO, at least fifteen (15) days prior to the HPO hearing in order that staff may review and comment and/or consult on the case. Staff and/or professional comments shall be forwarded to the HPO for consideration and review and made available to the applicant for consideration prior to the hearing. The HPO may require that an applicant furnish such additional information that is relevant to its determination of unreasonable economic hardship and may require that such additional information be furnished under seal. The HPO or its agent may also furnish additional information as the HPO believes is relevant. The HPO shall also state which form of financial proof it deems relevant and necessary to a particular case. In the event that any of the required information is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file with his affidavit a statement of the information which cannot be obtained and shall describe the reasons why such information cannot be obtained.
- (2) **Other Demolition Permits.** All applications for permits to demolish buildings, objects, sites, or structures which are not historic landmarks, contributing properties, or an intrusion in the district shall be referred to the city HPO for the purpose of determining whether or not the building, object, site, or structure may have historical, cultural, architectural, or archaeological significance.
- (c) **Completeness Review.** The historic preservation officer shall review the demolition permit application for completeness in accordance with subsection 35-451(c) of this chapter. The appellate agency for purposes of completeness review (see subsection 35-402(c) of this chapter) shall be the historic and design review commission.
- (d) **Decision.**
- (1) **Historic Landmarks.** Whenever an application for a certificate regarding the demolition of a landmark is submitted to the historic and design review commission, the historic and design review commission shall not hold a public hearing on the application for sixty (60) days from the date the application is received by the office of historic preservation. This time period is intended to permit the city historic preservation officer to discuss the proposed demolition informally with the property owner, other city officials, registered neighborhood associations, and local preservation organizations, to see if an alternative to demolition can be found before a formal consideration of the application by the historic and design review

commission. At least one meeting with the registered neighborhood association shall occur within this period if the proposed demolition is located within a historic district. The historic preservation officer shall prepare, as a part of the submission, a report to the historic and design review commission analyzing alternatives to demolition, and request from other city departments or agencies information necessary for the preparation of this report.

If within this sixty-day period any one (1) of the following three (3) events shall occur, the historic and design review commission may defer hearing the application for six (6) months and it shall be considered to have been withdrawn by the applicant during such six-month period:

- The owner shall enter into a binding contract for the sale of the property,
- Approved arrangements shall be made for the structure to be moved to an approved new location, or
- The City of San Antonio shall determine to condemn the property and take it by the power of eminent domain for rehabilitation or reuse by the city or other disposition with appropriate preservation restrictions in order to promote the historic preservation purposes of this chapter to maintain the structure and protect it from demolition.

If within the sixty-day period none of the three (3) events summarized above shall have occurred, the historic and design review commission shall schedule a hearing on the demolition application at its next regularly scheduled meeting following the expiration of the sixty-day period, shall request all knowledgeable parties to comment at the hearing on the proposed demolition, and shall make its written recommendation within thirty (30) days after hearing the request for demolition. The historic and design review commission shall also request the city engineer or a third-party consultant to prepare a report on the state of repair and structural stability of the structure for which an application to demolish has been filed. This report shall be presented to the city HPO prior to the date of the historic and design review commission's hearing on the demolition permit application, and shall become part of the administrative record on the application.

- (2) **Other Demolition Permits.** If the property is not a historic landmark, contributing property, or an intrusion in the district, the historic preservation officer shall determine whether or not the building, object, site, or structure may have historic, cultural, architectural, or archaeological significance within thirty (30) days after receipt of the completed application. In making this determination, the historic preservation officer shall apply the appropriate definitions in appendix A of this chapter, as well as any applicable standards or guidelines adopted by the city council. If the building, object, site, or structure is determined to have no cultural, historical, architectural, or archaeological significance, a demolition permit may be issued

immediately, provided such application otherwise complies with the provisions of the demolition ordinance and all city code requirements. If the building, object, site, or structure is found to have significance and is determined to an eligible resource for historic designation in accordance with this section, the historic preservation officer shall notify the owner of the property in writing of such determination in accordance with this division. The historic preservation officer shall retain a written statement summarizing the reasons for their determination for such period as required under applicable record retention laws as followed by the city clerk's office. The historic preservation officer shall make such information available to the historic and design review commission for review and recommendation as to significance. If the historic and design review commission concurs in the significance, the historic and design review commission shall recommend that the building, object, site, or structure be designated as a historic landmark. Following such determination, the applicant may request a demolition permit by following the procedures for historic landmarks or properties within a historic district as prescribed in this section.

(e) **Approval Criteria.** See article VI, section 35-614 of this chapter.

- (1) **Historic Landmark.** Should the applicant for a certificate regarding demolition of a historic landmark satisfy the historic and design review commission that he will suffer an unreasonable economic hardship if a demolition permit is not issued, or, in failing to demonstrate unreasonable economic hardship, the applicant demonstrates loss of significance which dictates demolition of the significant historic landmark, the historic and design review commission shall recommend approval of a certificate for the issuance of a demolition permit.
- (2) **Contributing Property.** Should the applicant for certificate regarding demolition of a contributing property in a historic district satisfy the historic and design review commission that he will suffer an unreasonable economic hardship if a demolition permit is not issued, or, in failing to demonstrate unreasonable economic hardship, the applicant demonstrates loss of significance which dictates demolition of the property, the historic and design review commission shall recommend approval of a certificate for the issuance of a demolition permit.
- (3) **Property Deemed to be an Intrusion Into the District.** In those cases in which the historic and design review commission finds that a building, object, or structure proposed for demolition is located in a historic district, but is considered an intrusion in the district, the historic and design review commission shall reaffirm the evaluation of the resource as an intrusion using criteria set forth in this article prior to recommending approval of a certificate regarding demolition. When the resource is determined to be an intrusion, the historic and design review commission shall not recommend approval of a certificate regarding demolition unless the property owner agrees to minimum landscape and maintenance requirements as specified under sections 35-615 through 35-616 and all other city ordinances and codes. In

any event, when the historic and design review commission recommends approval of such certificate, demolition permits for buildings, objects, sites, or structures in historic districts shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies.

- (f) **Subsequent Applications.** (See subsection 35-451(f) of this chapter.)
- (g) **Amendments.** (See subsection 35-451(g) of this chapter.)
- (h) **Scope of Approval.**
  - (1) **Other Agency Approval Required.** When the historic and design review commission recommends approval of a certificate regarding demolition of buildings, objects, sites, or structures in historic districts, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies.
  - (2) **Replacement Plans.** Following recommendation for approval of demolition, the applicant must seek approval of replacement plans consistent with the criteria set forth in sections 35-609 to 35-613 prior to receiving a demolition permit and other permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and master development plans, and completed working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction. Applicants that have received a recommendation for a certificate and approval of required replacement plans shall be permitted to receive such demolition permit without additional historic and design review commission action on demolition, following the posting by the applicant of a performance bond and a payment bond in an amount sufficient to cover all construction costs and to inure to the benefit of the City of San Antonio. If a contractor has been selected, then the bonds may come from the contractor and shall inure first to the benefit of the City of San Antonio, second to the benefit of the developer.
  - (3) **Certificate for New Construction.** Applicants that have received an approval of a certificate regarding demolition shall be permitted to receive a demolition permit without additional historic and design review commission action on demolition, following the historic and design review commission's recommendation of a certificate for new construction. Permits for demolition and construction shall be issued simultaneously if requirements of section 35-609, new construction, are met, and the property owner provides financial proof of his ability to complete the project.
- (i) **Recording Procedures.** (See subsection 35-451(i) of this chapter.) Applicants that have received a recommendation for a certificate for demolition of a historic landmark shall document buildings, objects, sites or structures which are intended to be demolished with 35mm slides or prints, preferably in black and white, and supply a set of slides or prints to the historic preservation

officer. Applicants shall also prepare for the historic preservation officer a salvage strategy for reuse of building materials deemed valuable by the historic preservation officer for other preservation and restoration activities.

(Ord No. 98697 § 4 and 6) (Ord. No. 2010-06-24-0616, § 2, 6-24-10) (Ord. No. 2010-11-18-0985, § 2, 11-18-10; Ord. No. 2015-12-17-1077, § 2, 12-17-15; Ord. No. 2017-10-05-0756, § 1(Att. A), 10-5-17; Ord. No. 2017-12-14-1010, § 2, 12-14-17)



**Sec. 35-643. - Alteration, Restoration and Rehabilitation.**

In considering an application for a certificate to alter, restore, rehabilitate, or add to a building, object, site or structure the historic and design review commission shall be guided by the following general standards of the Secretary of the Interior's Standards for Rehabilitation in addition to any specific design guidelines included in this article:

- (a) Every reasonable effort shall be made to adapt the property in a manner which requires minimal alteration of the building, structure, object, or site and its environment.
- (b) The distinguishing original qualities or character of a building, structure, object, or site and its environment, shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- (c) All buildings, structures, objects, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- (d) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- (e) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, object, or site shall be kept where possible.
- (f) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- (g) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting, high pressure washes and other cleaning methods that will damage the historic building's materials shall not be undertaken.
- (h) Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
- (i) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.

- (j) Wherever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.

**The Secretary of the Interior's  
Standards for the Treatment of  
Historic Properties**

**with**

**Guidelines for  
the Treatment of  
Cultural Landscapes**

**U.S. Department of the Interior  
National Park Service  
Cultural Resource Stewardship and Partnerships  
Heritage Preservation Services  
Historic Landscape Initiative  
Washington, D.C.  
1996**



The Secretary of the Interior's  
Standards for the Treatment of Historic Properties

***with* Guidelines for  
the Treatment of  
Cultural Landscapes**

*Edited by* Charles A. Birnbaum  
*with* Christine Capella Peters

*Designed by* Charles A. Birnbaum  
*and* Kathleen J. Madigan

U.S. Department of the Interior  
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Cultural Resource Stewardship and Partnerships  
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1996

## MISSION

As the Nation's principal conservation agency, the Department of the Interior has responsibility for most of our nationally-owned public lands and natural and cultural resources. This includes fostering wise use of our land and water resources, protecting our fish and wildlife, preserving the environmental and cultural values of our national parks and historical places, and providing for the enjoyment of life through outdoor recreation. The Department assesses our energy and mineral resources and works to ensure that their development is in the best interests of all our people by encouraging stewardship and citizen participation in their care. The Department also has a major responsibility for American Indian reservation communities and for people who live in island territories under U.S. administration.

## THE GUIDELINES FOR THE TREATMENT OF CULTURAL LANDSCAPES

*The Secretary of the Interior's Standards for the Treatment of Historic Properties* and the *Guidelines for the Treatment of Cultural Landscapes* provide guidance to cultural landscape owners, stewards and managers, landscape architects, preservation planners, architects, engineers, contractors, and project reviewers prior to and during the planning and implementation of treatment projects.

In 1992, the first draft of the *Guidelines for the Treatment of Historic Landscapes* was disseminated for public review. This final document integrates comments received from the landscape architecture and preservation communities over the past few years.

## Preservation Planning and the Treatment of Cultural Landscapes

Careful planning prior to treatment can help prevent irrevocable damage to a cultural landscape. Professional techniques for identifying, documenting, and treating cultural landscapes have advanced over the past twenty-five years and are continually being refined. As described in the National Park Service publication, *Preservation Brief #36: Protecting Cultural Landscapes*, the preservation planning process for cultural landscapes should involve: historical research; inventory and documentation of existing conditions; site analysis and evaluation of integrity and significance; development of a cultural landscape preservation approach and treatment plan; development of a cultural landscape management plan and management philosophy; development of a strategy for ongoing maintenance; and, preparation of a record of treatment and future research recommendations.

In all treatments for cultural landscapes, the following general recommendations and comments apply:

☒ Before undertaking project work, research of a cultural landscape is essential. Research findings help to identify a landscape's historic period(s) of ownership, occupancy and development, and bring greater understanding of the associations that make them significant. Research findings also provide a foundation to make educated decisions for project treatment, and can guide management, maintenance, and interpretation. In addition, research findings may be useful in satisfying compliance reviews (e.g. Section 106 of the National Historic Preservation Act as amended).

☒ Although there is no single way to inventory a landscape, the goal of documentation is to provide a record of the landscape as it exists at the present time, thus providing a baseline from which to operate. All *component landscapes* and *features* (see definitions below) that contribute to the landscape's historic character should be recorded. The level of documentation needed depends on the nature and the significance of the resource. For example, plant material

### Defining Landscape Terminology

*Character-defining feature* - a prominent or distinctive aspect, quality, or characteristic of a cultural landscape that contributes significantly to its physical character. Land use patterns, vegetation, furnishings, decorative details and materials may be such features.

*Component landscape* - A discrete portion of the landscape which can be further subdivided into individual features. The landscape unit may contribute to the significance of a National Register property, such as a farmstead in a rural historic district. In some cases, the landscape unit may be individually eligible for the National Register of Historic Places, such as a rose garden in a large urban park.

*Cultural landscape* - a geographic area (including both cultural and natural resources and the wildlife or domestic animals therein), associated with a historic event, activity, or person or exhibiting other cultural or aesthetic values. There are four general types of cultural landscapes, not mutually exclusive: historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

*Ethnographic landscape* - a landscape containing a variety of natural and cultural resources that associated people define as heritage resources. Examples are contemporary settlements, sacred religious sites, and massive geological structures. Small plant communities, animals, subsistence and ceremonial grounds are often components.

*Feature* - The smallest element(s) of a landscape that contributes to the significance and that can be the subject of a treatment intervention. Examples include a woodlot, hedge, lawn, specimen plant, allée, house, meadow or open field, fence, wall, earthwork, pond or pool, bollard, orchard, or agricultural terrace.

*Historic character* - the sum of all visual aspects, features, materials, and spaces associated with a cultural landscape's history, i.e. the original configuration together with losses and later changes. These qualities are often referred to as character-defining.

documentation may ideally include botanical name or species, common name and size. To ensure full representation of existing herbaceous plants, care should be taken to document the landscape in different seasons. This level of research may most often be the ideal goal for smaller properties, but may prove impractical for large, vernacular landscapes.

☞ Assessing a landscape as a continuum through history is critical in assessing cultural and historic value. By analyzing the landscape, change over time -the chronological and physical "layers" of the landscape -- can be understood. Based on analysis, individual features may be attributed to a discrete period of introduction, their presence or absence substantiated to a given date, and therefore the landscape's significance and integrity evaluated. In addition, analysis allows the property to be viewed within the context of other cultural landscapes.

☞ In order for the landscape to be considered significant, character-defining features that convey its significance in history must not only be present, but they also must possess historic integrity. Location, setting, design, materials, workmanship, feeling and association should be considered in determining whether a landscape and its character-defining features possess historic integrity.

☞ Preservation planning for cultural landscapes involves a broad array of dynamic variables. Adopting comprehensive treatment and management plans, in concert with a preservation maintenance strategy, acknowledges a cultural landscape's ever-changing nature and the interrelationship of treatment, management and maintenance.

### Defining Landscape Terminology

*Historic designed landscape* - a landscape that was consciously designed or laid out by a landscape architect, master gardener, architect, engineer, or horticulturist according to design principles, or an amateur gardener working in a recognized style or tradition. The landscape may be associated with a significant person, trend, or event in landscape architecture; or illustrate an important development in the theory and practice of landscape architecture. Aesthetic values play a significant role in designed landscapes. Examples include parks, campuses, and estates.

*Historic vernacular landscape* - a landscape that evolved through use by the people whose activities or occupancy shaped it. Through social or cultural attitudes of an individual, a family, or a community, the landscape reflects the physical, biological, and cultural character of everyday lives. Function plays a significant role in vernacular landscapes. This can be a farm complex or a district of historic farmsteads along a river valley. Examples include rural historic districts and agricultural landscapes.

*Historic site* - a landscape significant for its association with a historic event, activity or person. Examples include battlefields and presidential homes and properties.

*Integrity* - the authenticity of a property's historic identity, evinced by the survival of physical characteristics that existed during the property's historic or prehistoric period. The seven qualities of integrity as defined by the National Register Program are location, setting, feeling, association, design, workmanship, and materials.

*Significance* - the meaning or value ascribed to a cultural landscape based on the National Register criteria for evaluation. It normally stems from a combination of association and integrity.

*Treatment* - work carried out to achieve a particular historic preservation goal.



### Some Factors to Consider When Selecting An Appropriate Treatment for a Cultural Landscape Project

The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources. They cannot be used to make essential decisions about which contributing features of a cultural landscape should be retained and which can be changed. But once a specific *treatment* is selected, the Standards can provide the necessary philosophical framework for a consistent and holistic approach for a cultural landscape project.

A treatment is a physical intervention carried out to achieve a historic preservation goal -- it cannot be considered in a vacuum. There are many practical and philosophical variables that influence the selection of a treatment for a landscape (see discussion, pages 4-8). These include, but are not limited to, the extent of historic documentation, existing physical conditions, historic value, proposed use, long and short term objectives, operational and code requirements (e.g. accessibility, fire, security) and anticipated capital improvement, staffing and maintenance costs. The impact of the treatment on any significant archeological and natural resources should also be considered in this decision making process. Therefore, it is necessary to consider a broad array of dynamic and interrelated variables in selecting a treatment for a cultural landscape preservation project (see sidebar opposite titled, "Preservation Planning and the Treatment of Cultural Landscapes.")

For some cultural landscapes, especially those that are best considered ethnographic or heritage landscapes, these Guidelines may not apply. However, if people working with these properties decide that community coherence may be affected by physical place and space--or if there is potential for loss of landscape character whose significance is rooted in the community's activities and processes (or other aspects of its history)--this guide may be of service.

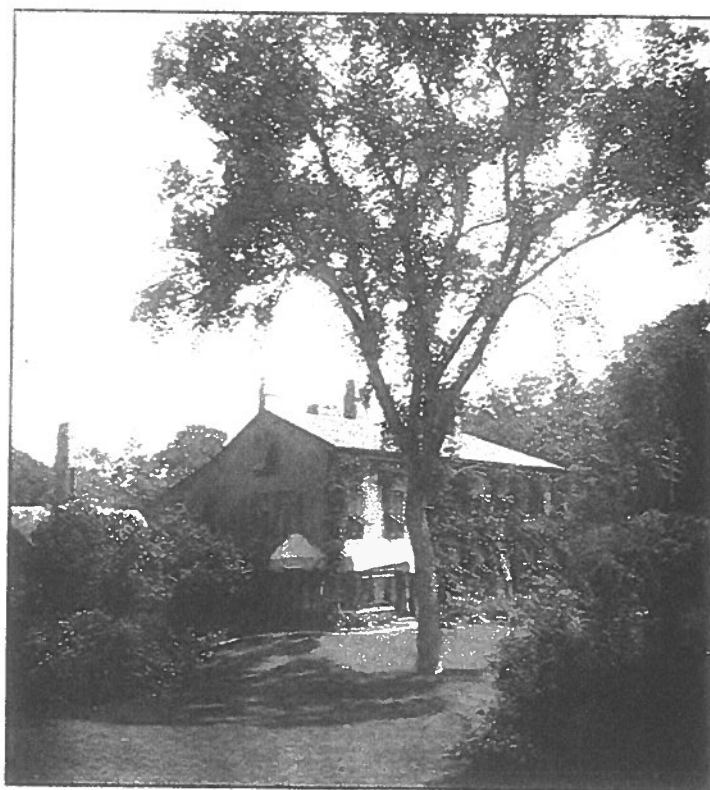
✿ **Change and Continuity.** There is a balance between change and continuity in all cultural resources. Change is inherent in cultural landscapes; it results from both natural processes and human activities. Sometimes that change is subtle, barely perceptible as with the geomorphological effects on landform. At other times, it is strikingly obvious, as with vegetation, either in the cyclical changes of growth and reproduction or the progressive changes of plant competition and succession. This dynamic quality of all cultural landscapes is balanced by the continuity of distinctive characteristics retained over time. For, in spite of a landscape's constant change (or perhaps because of it), a property can still exhibit continuity of form, order, use, features, or materials. Preservation and rehabilitation treatments seek to secure and emphasize continuity while acknowledging change.



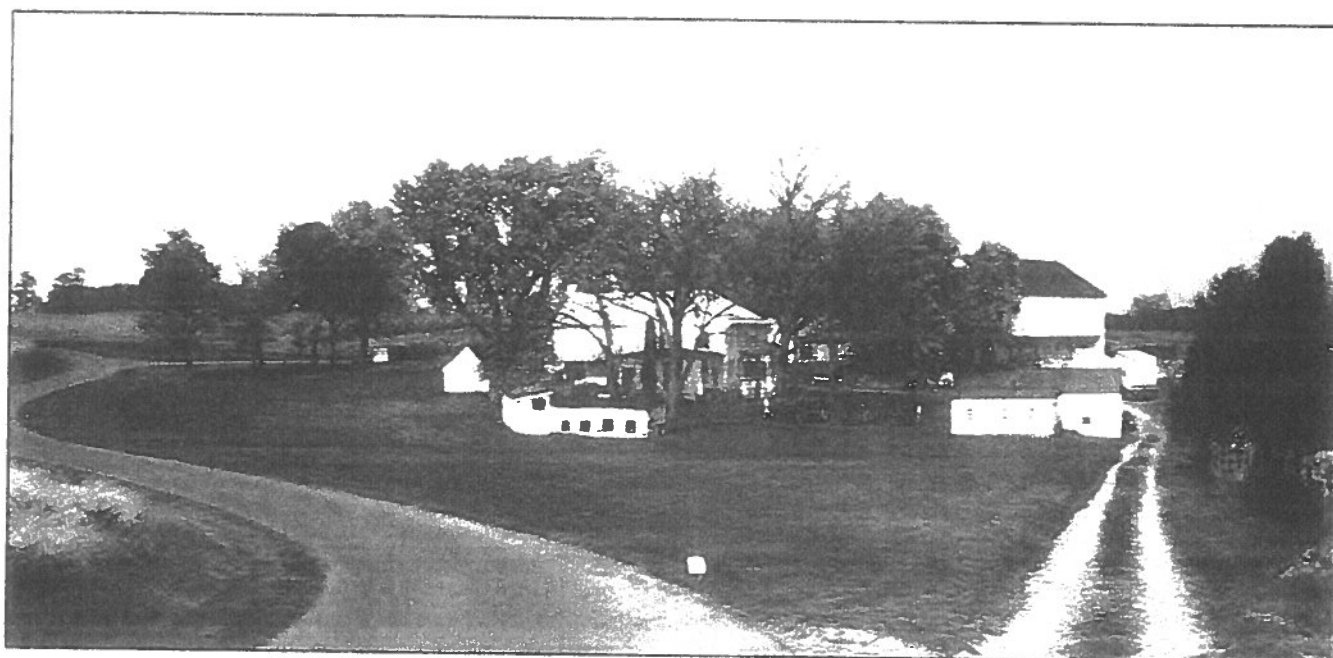
*A remarkable record of human occupation exists at Canyon de Chelly National Monument in Chinle, Arizona--a vast mosaic of human activity through time, up to the present-day Navajo. Through preservation, an emphasis is placed on the cultural continuum, thus accommodating change and continuity. (author, 1996)*

✧ **Relative Significance in History.** A cultural landscape may be a significant resource as a rare survivor or the work of an important landscape architect, horticulturist or designer. It may be the site of an important event or activity, reflect cultural traditions, or other patterns of settlement or land use. This significance may be derived from local, regional, or national importance. Cultural landscapes may be listed in the National Register of Historic Places individually or as contributing features in a historic district. In some instances, cultural landscapes may be designated National Historic Landmarks by the Secretary of the Interior for their exceptional significance in American history.

✧ **Integrity and Existing Physical Condition.** Prior to selecting a treatment, it is important to understand and evaluate the difference between integrity and existing conditions. Integrity is the authenticity of a cultural landscape's historic identity; it is the physical evidence of its significance. Existing conditions can be defined as the current physical state of the landscape's form, order, features and materials. For example, the integrity of an abandoned garden may be clear based on its extant form, features, and materials, but existing conditions may be poor, due to neglect or deferred maintenance.



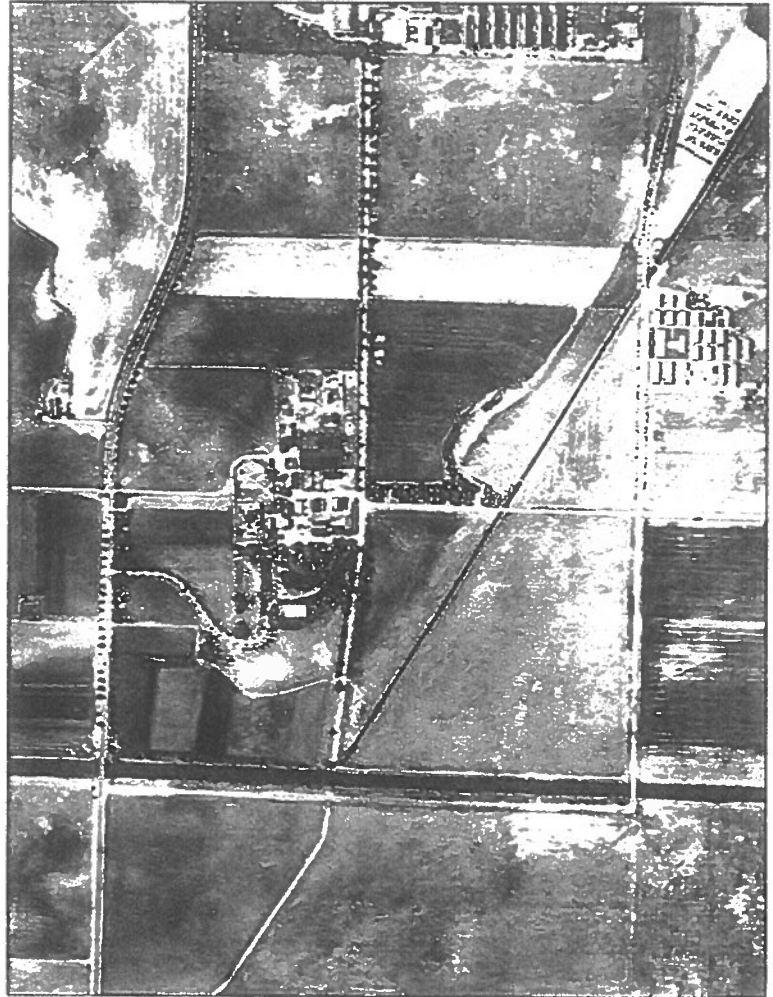
*"Fairsted," in Brookline, Massachusetts, was the home and office of Frederick Law Olmsted, Sr., his sons, and his successors from 1883-1979. Olmsted is widely recognized as the founder of the profession of landscape architecture in the United States. As a historic property, Olmsted's home and office, is associated with the firm's work, but it is also significant for its landscape which illustrates Olmsted's suburban design principles. The property was designated a National Historic Landmark on May 23, 1963. (FLONHS)*



*Before a treatment was selected for the Piper Farm at Antietam Battlefield, it was important to understand that the farm complex had a high level of integrity for its turn-of-the-century development. In fact, if the landscape was "restored" to the period of the battle, it would have resulted in the removal of this farm complex and subsequent loss of significant history. (author, 1994)*

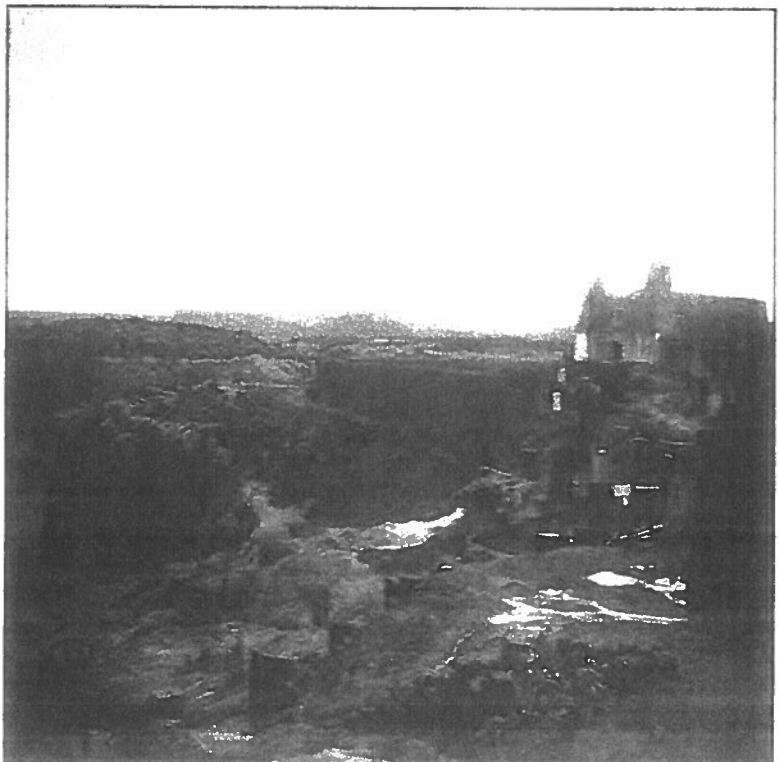
✎ **Geographical Context.** The surroundings of a cultural landscape, whether an urban neighborhood or rural farming area [see center top left and right], may contribute to its significance and its historic character and should be considered prior to treatment. The setting may contain *component landscapes or features* (see definitions, page 9) which fall within the property's historic boundaries. It also may be comprised of separate properties beyond the landscape's boundaries, and perhaps those of the National Register listing. The landscape context can include the overall pattern of the circulation networks, views and vistas into and out of the landscape, land use, natural features, clusters of structures, and division of properties.

✎ **Use.** Historic, current, and proposed use of the cultural landscape must be considered prior to treatment selection. Historic use is directly linked to its significance [bottom left], while current and proposed use(s) can affect integrity and existing conditions. Parameters may vary from one landscape to another. For example, in one agricultural landscape, continuation of the historic use can lead to changes in the physical form of a farm to accommodate new crops and equipment. In another agricultural property, new uses may be adapted within the landscape's existing form, order and features.



Two aerial photographs [center top left and right] of the changing geographical context at Rancho Los Alamitos taken a half century apart, from expansive farm lands to suburban subdivision-- is eminently clear. This dramatic change to the property's context will have an effect on future planning and treatment recommendations (Rancho Los Alamitos Foundation)

Acoma Pueblo, [opposite] located 60 miles west of Albuquerque, New Mexico, is one of the oldest, continuously inhabited villages in the United States, dating back over 1,000 years. Many of its historic uses are still evident: in the village today as reflected by the traditional construction of adobe-masonry architecture, outside ovens and outhouses. (author, 1996)

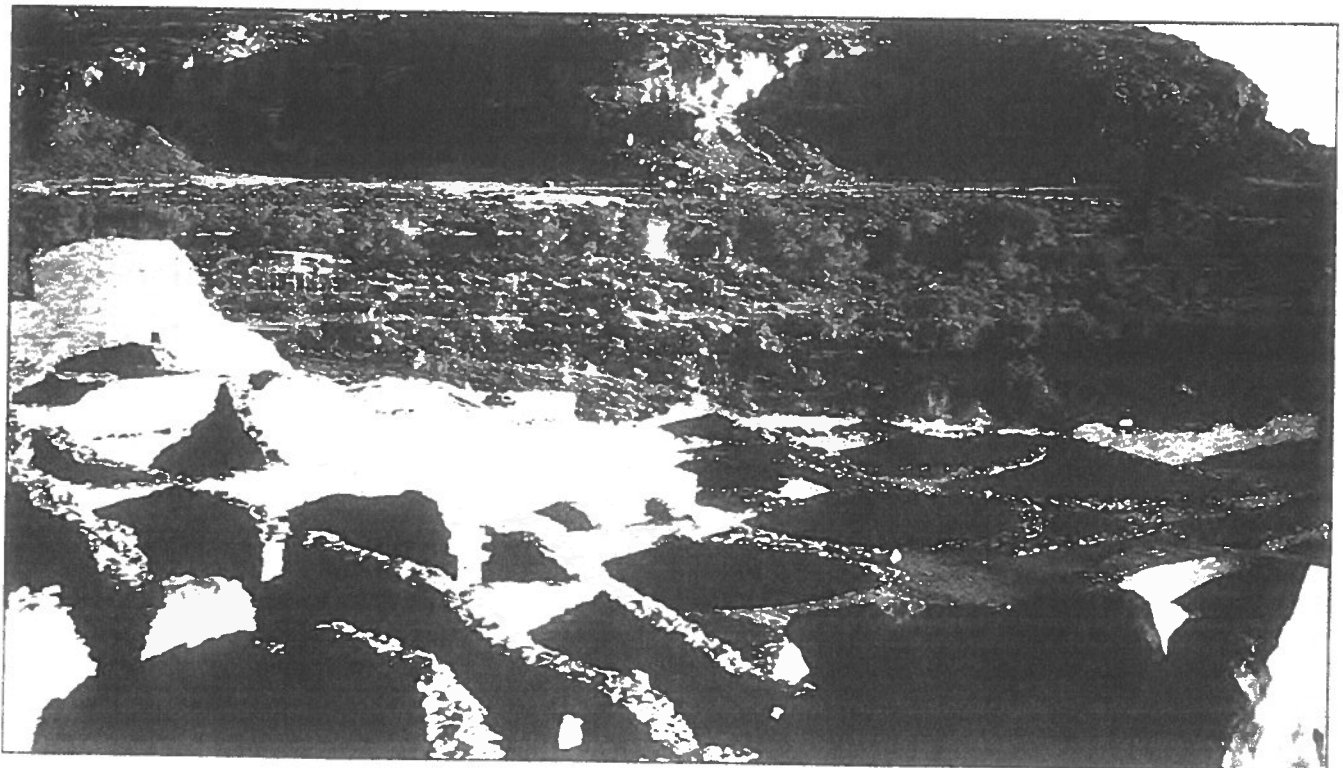


The core of this Anasazi complex at Chaco Culture National Historical Park, Bloomfield, New Mexico [opposite page bottom] has been preserved and protected since it was designated a National Monument in 1907 (courtesy NPS)



☒ **Archeological Resources.** Prehistoric and historic archeological resources may be found in cultural landscapes above and below the ground [below] and even under water. Examples of prehistoric archeological resources include prehistoric mounds built by Native-Americans. Examples of historic archeological resources include remnants of buildings, cliff dwellings, and villages; or, features of a sunken garden, mining camp, or battlefield. These resources not only have historical value, but can also reveal significant information about a cultural landscape. The appropriate treatment of a cultural landscape includes the identification and preservation of significant archeological resources. Many landscape preservation projects include a site archeologist.

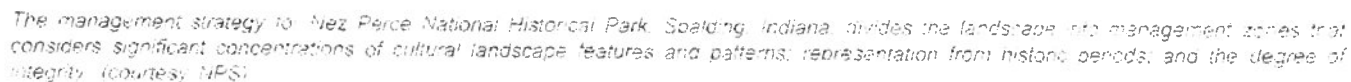
☒ **Natural Systems.** Cultural landscapes often derive their character from a human response to natural features and systems. The significance of these natural resources may be based on their cultural associations and from their inherent ecological values. Natural resources form natural systems that are interdependent on one another and which may extend well beyond the boundary of the historic





property. For example, these systems can include geology, hydrology, plant and animal habitats, and climate. Some of these natural resources are particularly susceptible to disturbances caused by changes in landscape management. Many natural resources such as wetlands or rare species fall under local, state, and federal regulations which must be considered. Since natural resource protection is a specialized field distinct from cultural landscape preservation, a preservation planning team may want to include an expert in this area to address specific issues or resources found within a cultural landscape. Natural systems are an integral part of the cultural landscape and must be considered when selecting an appropriate treatment.

A black and white photograph of a forest scene. A large, dark tree trunk is prominent in the foreground, casting a shadow on the ground. The background shows more trees and foliage, with sunlight filtering through the leaves.



## Using the Standards and Guidelines for the Treatment of Cultural Landscapes

The *Secretary of the Interior's Standards for the Treatment of Historic Properties* are designed to be applied to **all** historic resource types included in the National Register of Historic Places—buildings, sites, structures, landscapes, districts, and objects. The *Guidelines for the Treatment of Cultural Landscapes* apply to a *specific* resource type: landscapes.

The *Guidelines* have been prepared to assist in applying the Standards to all project work involving the treatment of cultural landscapes; consequently, they are not meant to give case-specific advice or address exceptions or rare instances. Therefore, it is recommended that the advice of qualified cultural landscape preservation professionals be obtained early in the planning stage of the project. Such professionals may have expertise in landscape architecture, landscape history, landscape archeology (ex. pollen analysis), forestry, horticulture (ex. pomology, natural resources, archeology, architecture, engineering (e.g. civil, structural, mechanical, traffic), cultural geography, wildlife, ecology, ethnography, interpretation, material and object conservation, landscape maintenance and management or other related fields. Historians are generally part of the specialized team, and bring expertise in the history of landscape architecture, architecture, art, industry, agriculture, society, etc. Project teams are often directed by a landscape architect with specific expertise in landscape preservation. This is not to say that all cultural landscape projects require a team representing all of these disciplines. It is recommended that professionals in disciplines relevant to the landscapes' inherent features be represented.

The *Guidelines* apply to cultural landscapes of all types, sizes, and materials. The *Guidelines* begin with an overview and description of the larger organizational elements of the landscape (spatial organization and land patterns), followed by those individual features (topography, vegetation, circulation, water features, structures, buildings, furnishings, and objects) that may contribute to the landscape's historic character. A graphic symbol has been assigned to each of these organizational elements and character-defining features to allow the reader to readily locate a feature at a glance. (See pages 18-19)

Each of the four sections of this publication is devoted to one of the four treatments: preservation, rehabilitation, restoration, and reconstruction. Each section contains one set of standards and accompanying guidelines that

can be used throughout the course of a project. The four sections begin with a definition of the treatment, followed by the treatment standards, and a brief explanation of the philosophical framework from which to make educated treatment decisions. The distinct goals that comprise each treatment standard, (for example, "Identify, Retain and Preserve Historic Materials,") are first discussed in narrative form, and are then amplified in parallel "**Recommended**" and "**Not Recommended**" examples that follow. The sections are illustrated by case-study examples of project work, which include before and after photographs, historic documentation, plans, sections, perspectives and other illustrative materials.

The actions and techniques that are consistent with the Secretary of the Interior's "Standards for the Treatment of Historic Properties" are listed in the "**Recommended**" column on the left; those which are inconsistent with the Standards are listed in the "**Not Recommended**" column on the right. These examples serve to illustrate a variety of applications to project work; not every possible alternative can be included. Therefore, the *Standards and Guidelines* narrative introducing each section should be used as a **model process** to follow when considering and evaluating a particular cultural landscape and its potential compatibility with a particular treatment.

Finally, the publication concludes with two appendices. The first contains an annotated bibliography of selected readings in the areas of preservation planning and treatment. The second provides a directory of national organizations that can assist in the protection of cultural landscapes.

## Organization of the Guidelines

Cultural landscapes are composed of a collection of features which are *organized in space*. They include small-scale features such as individual fountains or statuary, as well as patterns of fields and forest which define the spatial character of the landscape. Individual features in the landscape should never be viewed in isolation, but in relationship to the landscape as a whole. Each situation may vary, and some features may often be more important than others. For example, circulation may be an important historic element in one landscape, while in another it may have little if any significance.

Overall, it is the arrangement and the interrelationship of these character-defining features as they existed during the period of significance that is most critical to consider prior to treatment. As such, landscape features should always be assessed as they relate to the property as a whole. Thus, spatial organization and land patterns are always listed first in each section of the Guidelines.

### Organizational Elements of the Landscape



*Spatial Organization and Land Patterns* refers to the three-dimensional organization and patterns of spaces in a landscape, like the arrangement of rooms in a house. Spatial organization is created

by the landscape's cultural and natural features. Some form visual links or barriers (such as fences and hedgerows); others create spaces and visual connections in the landscape (such as topography and open water). The organization of such features defines and creates spaces in the landscape and often is closely related to land use. Both the functional and visual relationship between spaces is integral to the historic character of a property. In addition, it is important to recognize that spatial relationships may change over time due to a variety of factors, including: environmental impacts (e.g. drought, flood), plant growth and succession, and changes in land use or technology.



*Vegetation* features may be individual plants, as in the case of a specimen tree, or groups of plants such as a hedge, allee, agricultural field, planting bed, or a naturally-occurring plant community or

habitat. Vegetation includes evergreen or deciduous trees, shrubs, and ground covers, and both woody and herbaceous plants. Vegetation may derive its significance from historical associations, horticultural or genetic value, or aesthetic or functional qualities. It is a primary dynamic component of the landscape's character; therefore, the treatment of cultural landscapes must recognize the continual process of germination, growth, seasonal change, aging, decay, and death of plants. The character of individual plants is derived from habit, form, color, texture, bloom, fruit, fragrance, scale and context.

### Character-Defining Features of the Landscape

There are many character-defining features that collectively contribute to the historic character of a cultural landscape. These are as follows:



*Topography*, the shape of the ground plane and its height or depth, is a character-defining feature of the landscape. Topography may occur naturally or as a result of human manipulation. For example, topographic features may contribute to the creation of outdoor spaces, serve a functional purpose, or provide visual interest.



*Circulation* features may include: roads, parkways, drives, trails, walks, paths, parking areas, and canals. Such features may occur individually or be linked to form networks or systems. The character of

circulation features is defined by factors such as alignment, width, surface and edge treatment, grade, materials, and infrastructure.



*Water features* may be aesthetic as well as functional components of the landscape. They may be linked to the natural hydrologic system or may be fed artificially; their associated water supply, drainage, and mechanical systems are important components. Water features include fountains, pools, cascades, irrigation systems, ponds, lakes, streams, and aqueducts. The characteristics of water features

and reflective qualities; and associated plant and animal life, as well as water quality. Special consideration may be required due to the seasonal changes in water such as variations in water table, precipitation, and freezing



*Structures, site furnishings, and objects* may contribute to a landscape's significance and historic character. Structures are non-habitable, constructed features, unlike buildings which have walls and roofs and are generally habitable. Structures may be significant individually or they may simply contribute to the historic character of the landscape. They may include walls, terraces, arbors, gazebos, follies, tennis courts, playground equipment, greenhouses, cold frames, steps, bridges, and dams. The placement and arrangement of buildings and structures are important to the character of the landscape; these guidelines emphasize the relationship between buildings, structures, and other features which comprise the historic landscape. For additional and specific guidance related to the treatment of historic buildings, please consult the *Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*.

*Site furnishings and objects* generally are small-scale elements in the landscape that may be functional, decorative, or both. They can include benches, lights, signs, drinking fountains, trash receptacles, fences, tree grates, clocks, flagpoles, sculpture, monuments, memorials, planters, and urns. They may be movable, used seasonally, or permanently installed. Site furnishings and objects occur as singular items, in groups of similar or identical features, or as part of a system (e.g. signage). They may be designed or built for a specific site, available through a catalog, or created as vernacular pieces associated with a particular region or cultural group. They may be significant in their own right, for example, as works of art or as the work of an important designer.



## ✦ Repair (Stabilize, Consolidate and Conserve) Historic Features and Materials

When the existing conditions of character-defining features and materials requires additional work, their **repair** is recommended. **Preservation** strives to retain the maximum amount of existing materials and features while utilizing as little new material as possible. Consequently, guidance for repairing a historic feature, such as vegetation, begins with the least degree of intervention possible, such as pruning a tree to lighten its canopy [see opposite]; or, in some cases, pruning back a shrub to the ground to encourage vigorous and healthy new growth. Similarly, within the treatment **Preservation**, portions of a historical structural system could be reinforced using contemporary materials. A capstone on a retaining wall, or a board in a wooden walkway, may be repaired with contemporary replacement parts. In all cases, work should be non-destructive, physically and visually compatible, and documented for future research.



*This character-defining avenue of oaks in Forsyth Park, Savannah, Georgia, have been pruned to lighten their canopy, thus providing protection from severe storms. (author, 1996)*

## ✦ Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

If repair by retention of an entire historic feature and/or its historic materials proves impossible, the next level of intervention involves the **limited replacement in kind** of portions of historic features when there are surviving prototypes. For example, this might involve **replacing** dead shrubs in a bank planting with same-genus, species/variety shrubs; or, replacing missing fence members to match surviving components. The replacement material should match the historic both physically and visually. In all cases, substitute materials are not appropriate in the treatment **Preservation**. However, exceptions would include hidden structural reinforcement, new mechanical system components (ex. adding irrigation), and the lack of availability or hazardous nature of original materials. For example, when matching plant materials are no longer commercially available, may not be hardy to a region, or, are highly disease prone, substitute plants may be recommended. In these cases, it is important that all new



*Castings were made to replace a limited number of lost finials along the perimeter fence of Lafayette Square, St. Louis, Missouri. (author, 1994)*

material be non-destructive, identified, and properly documented for future research. Generally, in **Preservation**, substitute materials should be avoided, unless in-kind replacement is not possible.

#### ☒ **Accessibility Considerations/Health and Safety Considerations/Environmental Considerations and Energy Efficiency**

These sections of the **Preservation** guidance address work done to meet accessibility requirements; health and safety code; environmental requirements; or limited retrofitting measures to improve energy efficiency. Although this work is quite often an important aspect of preservation projects, it is usually not part of the overall process of protecting, stabilizing, conserving, or repairing character-defining features; rather, such work is assessed for its potential negative impact on the landscape's character. For this reason, particular care must be taken not to obscure, damage, or destroy character-defining materials or features in the process of undertaking work to meet code and energy requirements.

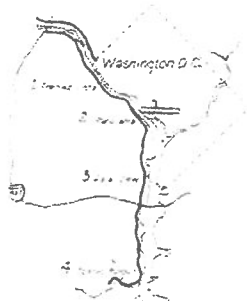
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*This easily-reversible accessibility solution has been installed at Mission San Jose, San Antonio, Texas. (author, 1994)*



# Guidelines for Preserving Cultural Landscapes





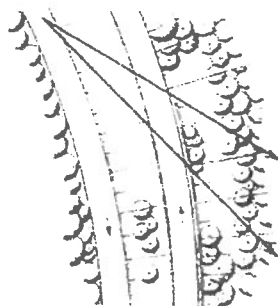
## PLANNED VIEWS

Early motor parks, designers faced the challenge of bringing traditional landscape architecture methods to the new speeds and scale produced by automobiles. The influence of romantic landscape painting and picturesque park design remained strong, but landscape compositions were simplified to be appreciated at higher speeds. The ability of automobiles to easily cover distances and climb hills gave parkway designers greater ability to seek out attractive scenery and dramatic viewpoints. GWPMP's designers used landscape painting and picturesque design techniques to provide access to spectacular scenery and focus attention on dramatic views and symbolic vistas.

## FRAMED VISTA 41

While pedestrians or carriage occupants could easily enjoy lateral views, motorists had to continually watch where they were going. As speeds increased, the emphasis on forward views became increasingly important. Parkway designers frequently combined a bend in the road with a break in the bordering vegetation to frame scenes off the main axis of the parkway. These "windows" were deliberately limited in width and number to avoid creating prolonged distractions.

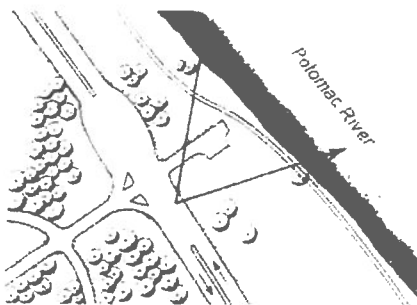
GWMP designers employed this technique in dramatic fashion along the Potomac Palisades, where southbound motorists are treated to striking views of Washington D.C.



## PANORAMA 2

Parkway designers considered the relationship between the road and Washington's monuments: core to be a matter of great aesthetic and symbolic significance. The approach to Washington was designed to provide a simple yet dignified transition between the informal parkway landscape and the grand spaces and neoclassical monumentality of the national capital.

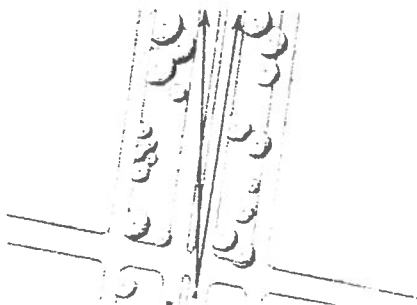
Border plantings were kept to a minimum in order to provide expansive views across the Potomac River. The circulation system of Columbia Island was designed in part to slow down motorists so they would appreciate these views at a more dignified pace. When the parkway was originally built, the heights near National Airport provided another panoramic view of the city, but the roadway was moved to lower ground when the airport was constructed.



AXIAL VIEW 3-

The use of long straight avenues to direct attention to objects of interest was another classic design technique employed by parkway builders. This tactic was used sparingly, since the parkway was designed primarily as an informal landscape with continuous sweeping curvature and irregular naturalistic planting.

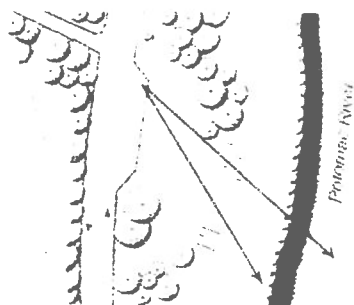
The most striking use of the classic axial view occurs just north of Alexandria, where one of the parkway's two long straight stretches points directly at the distant Washington Monument. Tall rows of trees on either side of the parkway help focus the motorist's gaze while screening out surrounding development. This "Monument Vista" provides the first suggestion of formal Washington. It was strongly emphasized in the original parkway plans.



## SCENIC PULLOUT 4

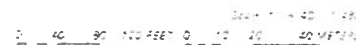
Small parking areas were provided at parkway scenic areas to provide motorists with an opportunity to safely pull off the roadway and enjoy the view. These scenic viewpoints range in size from minor pavement markings to extensively developed picnic areas complete with toilet facilities, tables, fireplaces, and interpretive signs explaining the adjacent historic and natural features.

The Hildress overbook provides an excellent view across the Potomac to Fort Mifflin, an imposing edifice that guarded a southern approach to Washington from 1803-1922.



1. The first step in the process of identifying a problem is to determine the nature of the problem. This involves a thorough understanding of the situation and the factors that are contributing to the problem. Once the nature of the problem is understood, the next step is to identify the causes of the problem. This involves a detailed analysis of the situation and the factors that are contributing to the problem. Once the causes of the problem are identified, the next step is to develop a plan of action. This involves determining the steps that need to be taken to solve the problem. Once a plan of action is developed, the next step is to implement the plan. This involves carrying out the steps that have been determined in the plan of action. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in solving the problem and whether any further action is needed.

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Potomac Palisades



Columbia island



Washington Monument Vista Alexandria



Waters: Overco-



**SPATIAL ORGANIZATION AND LAND PATTERNS****Identify, Retain, and Preserve Historic Materials and Features**Recommended

Identifying, retaining and preserving the existing spatial organization and land patterns of the landscape as they have evolved over time. Prior to beginning project work, documenting all features which define those relationships. This includes the size, configuration, proportion and relationship of component landscapes; the relationship of features to component landscapes; and the component landscapes themselves, such as a terrace garden, a farmyard, or forest-to-field patterns.

Not Recommended

Undertaking project work without understanding the effect on existing spatial organization and land patterns. For example, constructing a new structure without researching a property's agricultural and development history which may have created new spatial divisions.

**Stabilize and Protect Deteriorated Historic Materials and Features as a Preliminary Measure**

Stabilizing deteriorated features that define spatial organization and land patterns, such as a deteriorating structure that separates a courtyard garden and a kitchen garden; a hedgerow along a farm's perimeter which has an insect infestation; or a collapsing dry stone wall along a scenic parkway.

Failing to undertake stabilization measures for deteriorating or fragile features, such as a cluster of farm outbuildings or an industrial complex, causing the loss of spatial definition and land patterns.

Protecting spatial organization and land patterns that extend beyond a landscape. Utilizing preservation tools such as acquisition, zoning, scenic and conservation easements.

Allowing spatial organization and land patterns to be altered through incompatible development or neglect.



*The addition of this war memorial to the Civic Center in downtown Denver, Colorado, compromised the character-defining visual and spatial relationships of S. R. DeBoer's 1924 design for the plaza. (author, 1993)*



### Maintain Historic Features and Materials

Maintaining spatial organization and land patterns by non-destructive methods in daily, seasonal and cyclical tasks. For example, maintaining topography, vegetation and structures which define individual spaces or the overall pattern of the cultural landscape.

Failing to undertake preventive maintenance such as keeping volunteer tree and forest growth from spreading into open fields or meadows.

Utilizing maintenance methods which destroy or obscure the landscape's spatial organization and land patterns.

### Repair Historic Features and Materials

Repairing spatial organization and land patterns by use of non-destructive methods and materials when additional work is required. For example, repairing structures, reclaiming open space from woody plant intrusion, or replanting vegetation to recapture the individual spaces or overall patterns of the cultural landscape.

Failing to undertake necessary repairs or remedial action, resulting in the loss of spatial organization and land patterns.

Replacing a feature that defines spatial organization and land patterns when repair is possible.



*When historic land uses cannot be continued, maintenance practices such as mowing or prescribed burns, may be used to prevent the succession of old fields. This image depicts the results of such a cyclical maintenance action in Arkansas. (NPS, 1996)*

### Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

Replacing in-kind deteriorating or missing parts of significant features that define spatial organization and land patterns. For example, replacing leaching tanks which define the interior spaces of a mining complex.

Failing to undertake the necessary in-kind replacements which may compromise the spatial organization and land patterns.

### TOPOGRAPHY

#### Identify, Retain, and Preserve Historic Features and Materials

##### Recommended

Identifying, retaining and preserving existing topography. Documenting topographic variation prior to project work, including shape, slope, elevation, aspect, and contour. For example, preparing a topographic survey.

Evaluating and understanding the evolution of a landscape's topography over time. Using archival resources such as plans and aerial photographs or, in their absence, archeological analysis techniques, to understand the historic topography.

##### Not Recommended

Executing project work that impacts topography without undertaking a topographic survey.

Executing project work without understanding its impact on historic topographic resources, such as watershed systems.



*The landscape at Drayton Hall in Charleston, South Carolina, reflects seven generations of family ownership. This circular topographic addition along the approach road has been preserved. Future research is now underway to understand its date of introduction and the design intent. (author, 1994)*

## GUIDELINES FOR THE TREATMENT OF CULTURAL LANDSCAPES

### Stabilize and Protect Deteriorated Historic Features and Materials as a Preliminary Measure

Stabilizing and protecting topography in a manner that is appropriate to the character of the landform. For example, installing a temporary protective textile over an eroding slope or restricting access to fragile earthworks.

Allowing unstable topographic conditions to deteriorate without intervention. For example, permitting pedestrian access to further degrade threatened landforms.

### Maintain Historic Features and Materials

Maintaining historic topography by use of non-destructive methods and daily, seasonal, and cyclical tasks. This may include cleaning drainage systems, mowing vegetative cover or managing groundhogs.

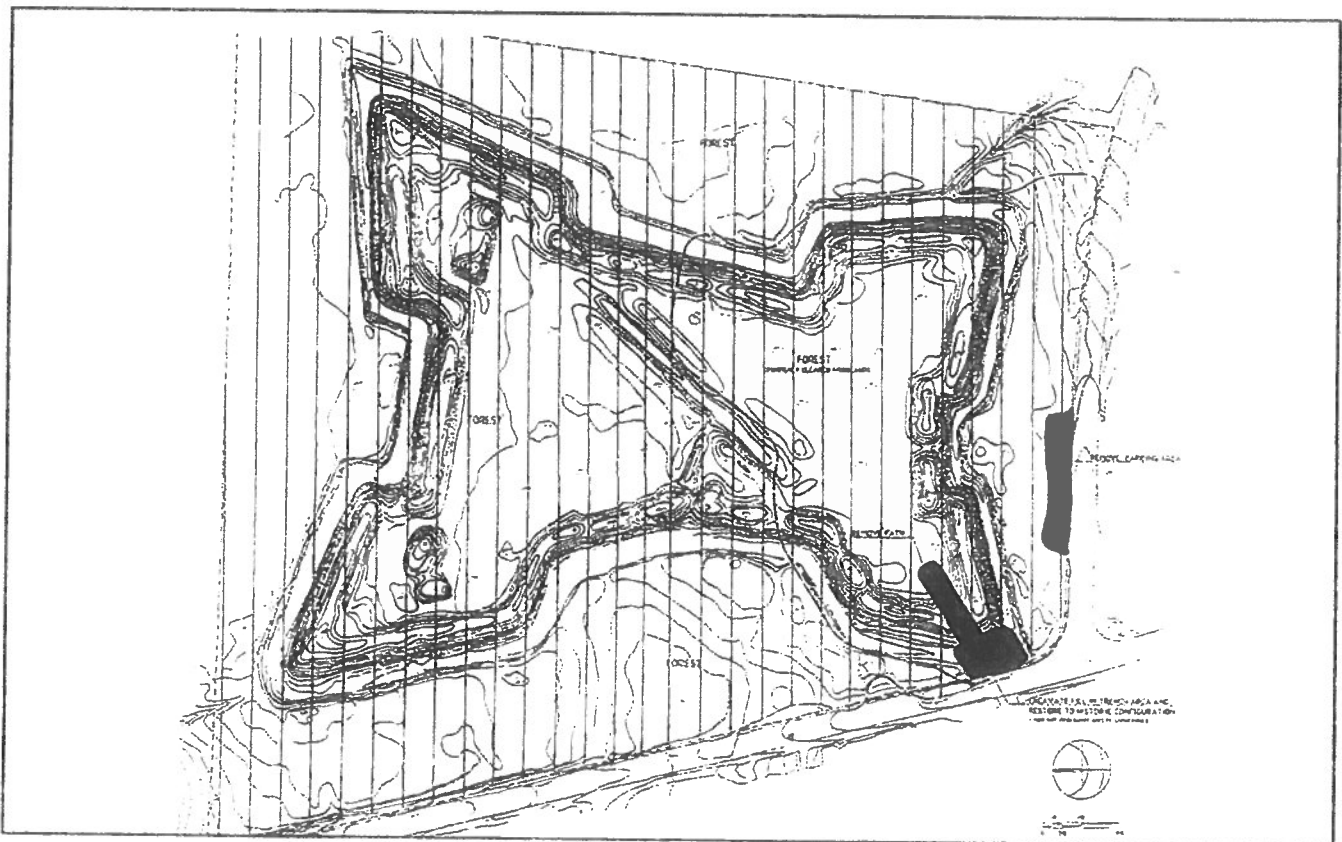
Failing to undertake preventive maintenance.

Utilizing maintenance methods which destroy or degrade topography, such as using heavily weighted equipment on steep or vulnerable slopes.

### Repair Historic Features and Materials

Repair declining topographic features. For example, re-excavating a silted swale through appropriate regrading or re-establishing an eroding terrace.

Destroying the shape, slope, elevation aspect, or contour of topography when repair is possible.



To stabilize the earthworks at Fort Fisher in Petersburg, North Carolina, access has now been restricted to the fragile fort. A parking lot and trench area have been removed [see black areas] and stormwater runoff from local roads have been redirected. (NPS, 1989)



### Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

Utilizing a replacement material that does not match the historic material when the historic material is available. For example, using asphaltic materials to fill in natural sink holes in a turfed or soil area.

Replacing in-kind topographic features where there is extensive deterioration and damage. For example, minor filling and soil rejuvenation in areas of subsidence.

### VEGETATION

#### Identify, Retain, and Preserve Historic Features and Materials

##### Recommended

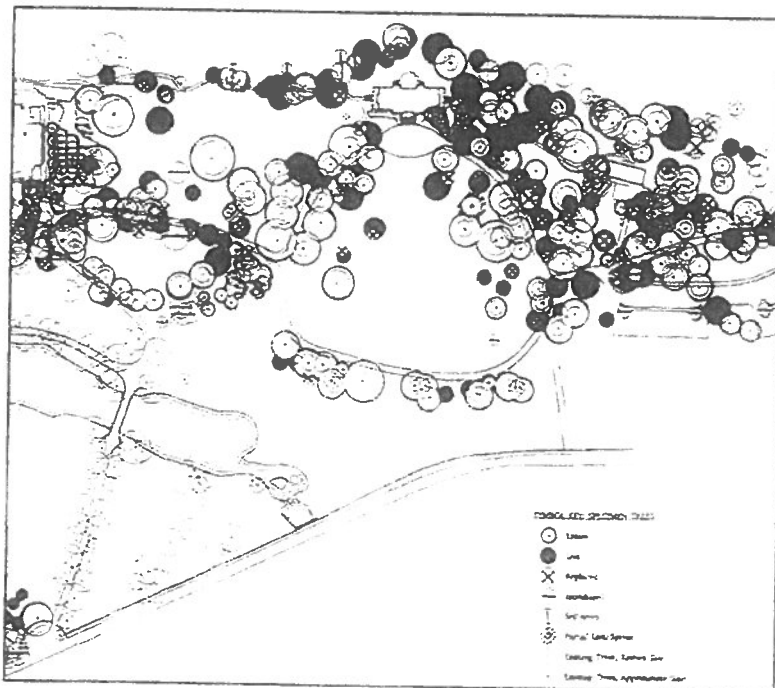
Identifying, retaining, and preserving existing vegetation; for example, woodlands, forests, trees, shrubs, crops, meadows, planting beds, vines, and ground covers. Documenting broad cover types, genus, species, caliper, and/or size, as well as color, scale, form and texture.

Evaluating the condition and determining the age of vegetation prior to project work. For example, tree coring to determine age.

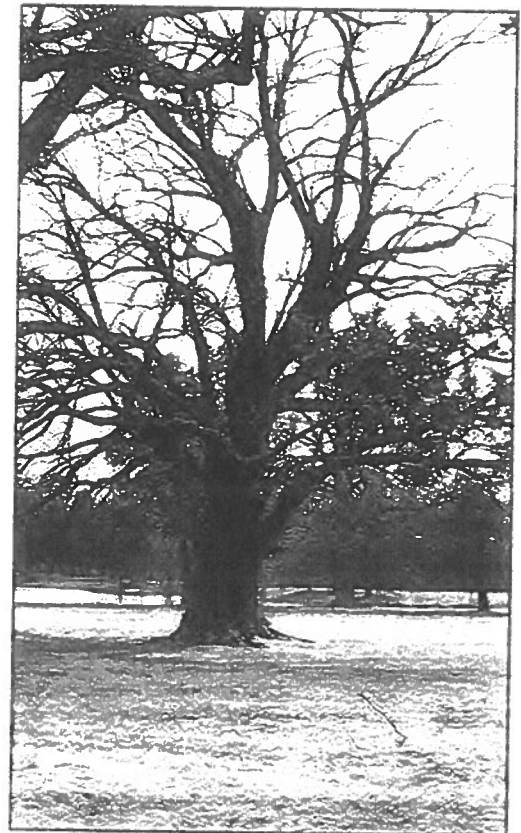
##### Not Recommended

Undertaking project work that impacts vegetation without executing an "existing conditions" survey of plant materials.

Undertaking work without understanding the significance of vegetation. For example, removing roadside trees for utility installations or indiscriminate clearing of vegetation.



To provide a basis for later treatment decisions, the existing vegetation within the core area of the Vanderbilt Mansion National Historic Site in Hyde Park, New York, have been inventoried and analyzed. This plan illustrates change in the specimen tree canopy from 1938-1991. For example, lost trees are shown with a black circle, while trees that were introduced are depicted with an "x." (LANDSCAPES, 1992)



A large Osage orange (*Maclura pomifera*) at the Arkansas Post National Memorial needs to be cored to establish its age. (courtesy NPS)

## *GUIDELINES FOR THE TREATMENT OF CULTURAL LANDSCAPES*

Retaining and perpetuating vegetation through propagation using methods such as seed collection and genetic stock cuttings from existing plants to preserve the gene pool.

Failing to propagate vegetation from extant genetic stock, when few or no known sources of replacement are available.

### **Stabilize and Protect Deteriorated Historic Features and Materials as a Preliminary Measure**

Stabilizing vegetation by staking, cabling, reinforcing, or other appropriate methods. For example, cabling a tree or limb to protect it against breakage from wind, ice, snow, or age.

Failing to stabilize threatened vegetation. For example, permitting the effects of severe weather conditions to damage or destroy vulnerable plant materials.

Stabilizing vegetation that serves to protect historic or archeological resources.

Removing vegetation from earthworks with subsurface archeological resources or removing large trees that shield marble burial markers from the effects of acid rain.

Protecting vegetation by controlling invasive or inappropriate volunteer plant materials. For example, utilizing mechanized removal, pruning, or approved herbicides.

Allowing invasive vegetation to thrive, leading to the damage and demise of historic vegetation.

Protecting below-ground root systems from soil compaction or protecting tree trunks and limbs from damage by equipment such as mowers, weed wackers and plows.

Failing to provide adequate barriers or alternative routes to protect significant vegetation from pedestrian, vehicular and heavy equipment traffic.

### **Maintain Historic Materials and Features**

Maintaining historic vegetation by use of non-destructive methods and daily, seasonal, and cyclical tasks. This may include spring fertilizing, winter mulching or mowing an open field after it has gone to

Failing to undertake preventive maintenance of vegetation.

Utilizing maintenance practices which respect habit, form, bloom, fruit and color.

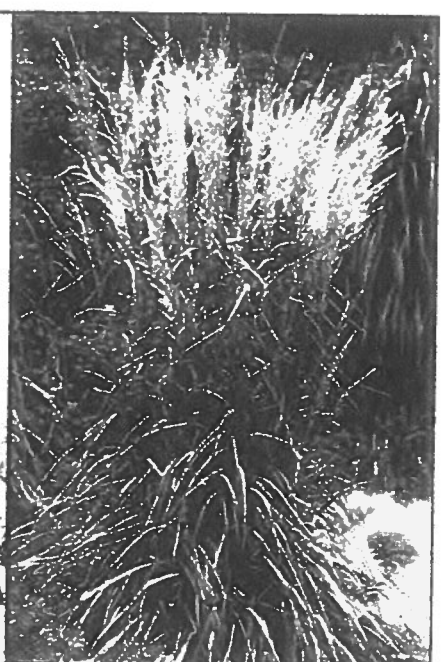
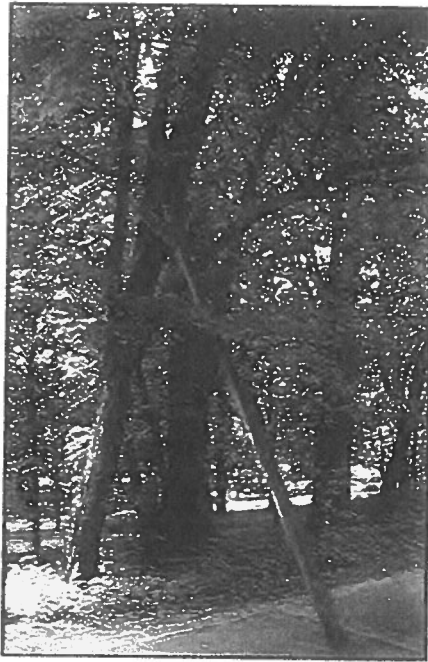
Utilizing maintenance practices and techniques that fail to recognize the uniqueness of individual plant materials. For example, rotating crops on an inappropriate schedule, or pruning plants which should be left "natural" into "shapes."

Utilizing historic horticultural and agricultural maintenance practices when those techniques are critical to preserving the historic character of the vegetation. For example, utilizing a specific mowing pattern at a country estate.

Employing modern practices when traditional or historic can be used. For example, using a modern textile to control weed growth when a natural material that was used historically is available.

Rejuvenating vegetation by corrective pruning, deep root watering or fertilizing, aerating soil, and/or grafting onto historic genetic stock.

Replacing or destroying vegetation when rejuvenation is possible. For example, removing a deformed and damaged plant when corrective pruning may be employed.



*Preservation principles in the Standards have parallels world wide. This tree in a public park in Warsaw, Poland, [top left] was protected and stabilized following a recent storm. (author, 1994) Pampas grass, as depicted in this 1858 engraving, [ top center] was often used as a bedding plant. Along the monumental core in Washington, D.C., some of the beds have been replaced in-kind [ top right] as a result of their easy availability in the nursery trade*

### **Stabilize and Protect Deteriorated Historic Features and Materials as a Preliminary Measure**

Stabilizing and protecting circulation features by temporary shoring methods until more permanent methods can be undertaken. For example, installing a temporary timber retaining wall or gabions to halt erosion until a permanent solution can be determined.

Failing to provide stabilization to circulation features. For example, allowing erosion from an unstable slope to cover a drive, ultimately resulting in a new alignment.

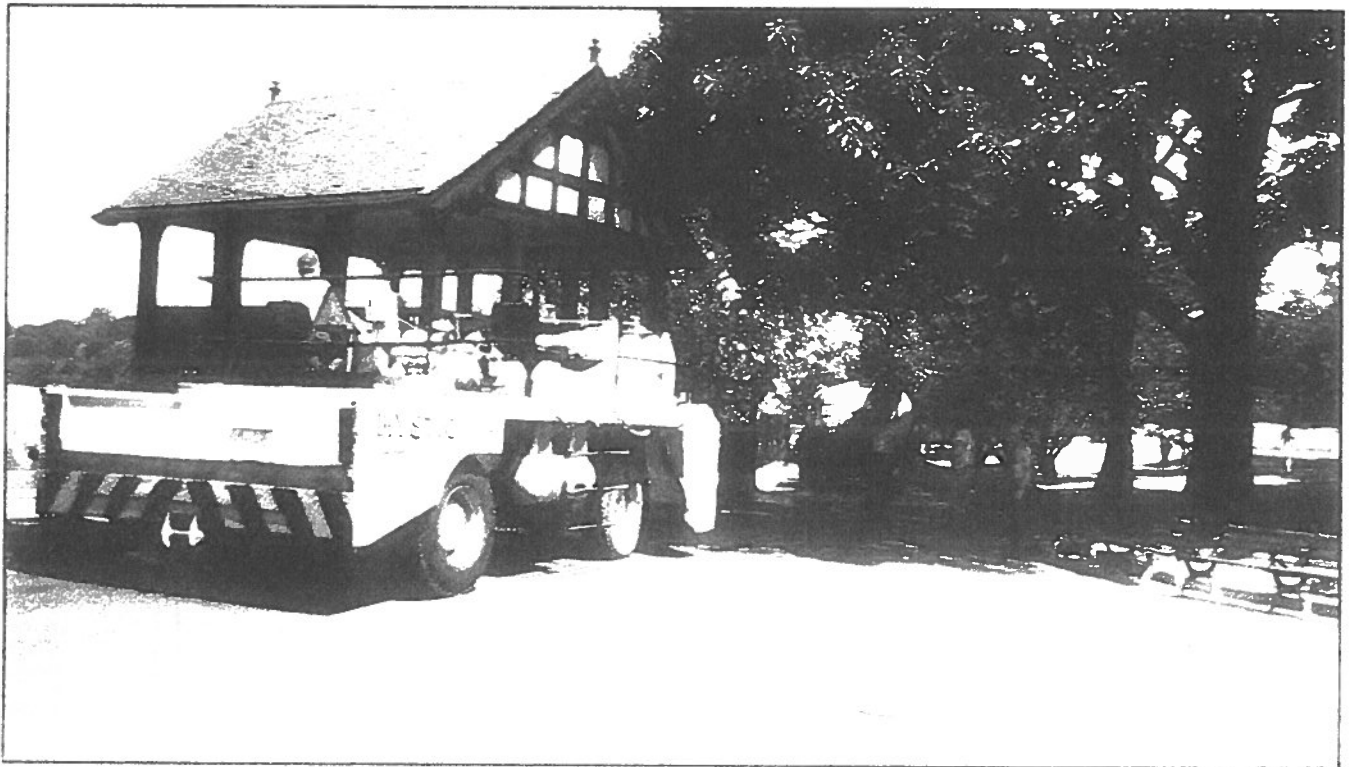
Protecting circulation features and materials by monitoring use. For example, restricting access to a prehistoric trail during periods of peak rainfall, or restricting high speed traffic from a leisure drive or parkway.

Failing to control the volume and intensity of use on circulation systems that results in damage or loss of features or materials. For example, allowing heavy loads on a historic trail.

### **Limited Replacement In Kind of Historic Features**

Replacing in-kind a single plant or an entire plant grouping when the vegetation is too deteriorated or damaged to be saved. For example, infilling an individual plant in a windbreak, or perennials in a border, with historically appropriate plant materials.

Replacing vegetation that is beyond repair with new material when the historic plant is available.



*As part of a preservation project, the walks around Boston's Jamaica Pond Park were repaired and resurfaced. A loose, crushed stone surface material (an embedded aggregate) was rolled into the asphalt surface, thus allowing for upgraded uses such as jogging, biking and snow removal, while retaining the historic character. (FLONHS and author, 1990)*

**ATTACHMENT E**  
**Exhibits E-1 to E-3**

When recorded, mail to:  
BancorpSouth Bank  
Attn: Post Closing  
PO Box 3790  
Tupelo, MS 38803-3790  
888-797-7711

This document was prepared by:  
Brenda Delrio  
BancorpSouth Mortgage  
1594 Hudson Lane  
Monroe, LA 71201  
318-410-5500

**ERECORDING**

CT-413007912002350-ECR

Title Order No.: 4300292002350

LOAN #: 8000606238

[Space Above This Line For Recording Data]

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 15, 2021, together with all Riders to this document.

(B) "Borrower" is SUSAN STRAWN, UNMARRIED WOMAN.

Borrower is the grantor under this Security Instrument.

(C) "Lender" is BancorpSouth Bank.

Lender is a State Chartered Bank,  
under the laws of Mississippi.  
Lender's address is PO Box 3356, Tupelo, MS 38803-3356

organized and existing

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Charles J. Pignuolo.

Trustee's address is 201 South Spring Street, Tupelo, MS 38804.



LOAN #: 8000606238

(E) "Note" means the promissory note signed by Borrower and dated March 15, 2021. The Note states that Borrower owes Lender [REDACTED] plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2051.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider  |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider                     |  |
| <input type="checkbox"/> Other(s) [specify]     |   |  |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Bexar

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 06202-003-0150

which currently has the address of 607 River Rd, San Antonio,

Texas 78212

[Zip Code]

("Property Address"):

[Street] [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



LOAN #: 8000606238

**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.





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4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is



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completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration



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period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice



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address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.



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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

**25. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

**26. Partial Invalidity.** In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

**27. Purchase Money; Oweity of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:**

☐ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.



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☐ **Owely of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owely of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☒ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. **Loan Not a Home Equity Loan.** The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owely lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
 SUSAN STRAWN

  
 DATE

State of TEXAS

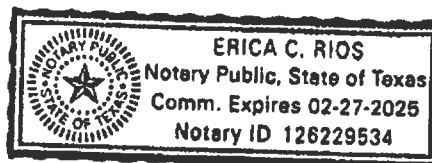
County of BEXAR

Before me, Erica C. Rios, on this day personally appeared SUSAN STRAWN, known to me (or proved to me on the oath of Erica C. Rios) or through Video ID to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of March

  
 (Notary Public Signature)

Lender: BancorpSouth Bank  
 NMLS ID: 410279  
 Loan Originator: Stefanie Hernandez  
 NMLS ID: 463786





**RENEWAL AND EXTENSION RIDER**

The note hereby secured is given in renewal and extension of the sum(s) left owing and unpaid by Grantor(s) herein upon the following indebtedness (es):

That one certain promissory note in the original principal amount of **\$220,000.00**, dated **May 13, 2014**, executed by **SUSAN STRAWN**, payable to the order of **JEFFERSON BANK (MERS)**, more fully described in a Deed of Trust of even date therewith, executed by **SUSAN STRAWN** to **PARTY NAMED THEREIN, TRUSTEE(S)** and recorded in **VOLUME 16849, PAGE 1037**, of the Deed of Trust Records of **BEXAR** County, Texas; and being additionally secured by a Vendor's Lien retained in Deed of even date therewith recorded under **VOLUME 16849, PAGE 1033** in the Public records of **BEXAR** County, Texas;

Said lien(s) being against the herein described property and which said lien(s) have this day been transferred and assigned to **BANCORPSOUTH BANK**, and it is expressly agreed by Grantor(s) herein that said note(s) and lien(s) are hereby renewed, extended and carried forward in full force and effect to secure payment of the note hereby secured; and if not the original owner and holder or if not previously subrogated, the holder of the Note hereby secured is hereby subrogated to all the rights, powers and equities of the original owner(s) and holder(s) of the above described indebtedness.

  
\_\_\_\_\_  
**SUSAN STRAWN**

\_\_\_\_\_

GF#: SCT-63-4300292002350

## EXHIBIT A

Lot 15, Block 3, New City Block 66202, AMENDING PLAT: BELMONT PLACE SUBDIVISION, situated in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof, recorded in Volume 9690, Page 87, Deed and Plat Records, Bexar County, Texas.





**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20210071375  
**Recorded Date:** March 19, 2021  
**Recorded Time:** 10:02 AM  
**Total Pages:** 12  
**Total Fees:** \$66.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 3/19/2021 10:02 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

# PROPERTY TAX BALANCE

[Begin a New Search](#) [Go to Your Portfolio](#)

*Make your check or money order payable to:*

ALBERT URESTI, MPA, PCAC

BEXAR COUNTY TAX ASSESSOR-COLLECTOR

P O BOX 839950

SAN ANTONIO, TX 78283-3950

Unless otherwise noted, all data refers to tax information for 2022. All amounts due include penalty, interest, and attorney fees when applicable.

**Account Number:** 062990002110

**Address:**

RIKLIN TOMME LU MOORE  
223 BUSHNELL AVE  
SAN ANTONIO, TX 782125206

**Property Site Address:**

3601 BROADWAY ST

**Legal Description:**

NCB 6299 BLK LOT 211

**Current Year Tax Levy:** \$13,141.35

**\* Current Year Amount Due:** \$6,570.67

**Delinquent After:** 06/30/2023

**Half Payment Option Amount (1/2 of Current Tax Levy):**  
\$6,570.68

**\* Deadline November 30, 2022**

**Prior Year Amount Due:** \$0.00

**Total Amount Due:** \$6,570.67

**Last Payment Amount Received:** \$6,570.68

**Last Payer:**

RIKLIN TOMME LU MOORE

**Pending Credit Card or eCheck Payments:**

No Payment Pending

[Print Current Tax Statement](#)

[Print Delinquent Statement - \(TxHAP\)](#)

[Register for Certified Statements by E-Mail](#)

**Total Market Value:** \$485,000

**Land Value:** \$364,380

**Improvement Value:** \$120,620

**Capped Value:** \$0

**Agricultural Value:** \$0

**Exemptions (current year only):**  
None

**Jurisdictions (current year only):**  
None

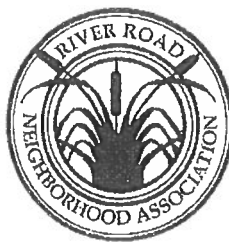
[Tax Office Home Page](#)

**Last Payment Date:**

[Jurisdiction Details](#)

**EXHIBIT E-2**

[Enable Google Translate](#)



# BYLAWS OF THE RIVER ROAD NEIGHBORHOOD ASSOCIATION

## ARTICLE I. NAME

THE NAME of this State recognized 501(c) (3) Corporation shall be called the *River Road Neighborhood Association* (hereafter referred to as the Association).

## ARTICLE II. BOUNDARIES

THE NEIGHBORHOOD AREA is defined as including those parts of San Antonio City Block numbers 3242,6538,3091,3092,6391,6461,6200,6201 lying east of the North Expressway, and all of City Blocks 2806,6077,6078,7036,7080, 6938, 6939,6530,6531,6202,6203,6204. This land is understood to include the area bordered on the west by U.S. 281 (McAllister Freeway), on the east by the San Antonio River and the public lands adjacent to it. This area is bordered on the north by Block A of Pastores Street and on the south by East Craig Place.

## ARTICLE III. PURPOSES

Section A. THE GENERAL PURPOSES of the Association is the protection, maintenance and enhancement of the River Road Neighborhood (hereafter referred to as the Neighborhood) areas, including protection, maintenance and enhancement of the ecological, historical, social and cultural elements which formed the Neighborhood, endowed the area with its present character and to support the quality of life and make this Neighborhood a pleasant place to live and work.

Section B. THE SPECIFIC PURPOSES of the Association include:

1. Researching and assessing projects planned by public or private agencies which may have an impact on the Neighborhood and interacting with such agencies to ensure the compatibility of their plans with the wishes of the residents and landowners of the Neighborhood.
2. Identifying public and private agencies with specific maintenance responsibilities and interacting with such agencies to ensure the proper and timely maintenance of the Neighborhood.
3. Identifying other agencies with responsibilities in the Neighborhood and interacting with them to ensure cooperation between them and the Neighborhood.
4. Encouraging, planning and carrying out activities designed to maintain the area.
5. Encouraging, planning and carrying out activities designed to enhance the area.

6. Encouraging, planning and carrying out activities designed to bring residents, landowners and tenants together for mutual enjoyment.

Section C. IN THE SUPPORT OF THESE PURPOSES, the Association shall solicit and receive funds and real, personal or mixed property and interests therein by gift, transfer, devise or bequest, and invest, reinvest, hold, manage, administer, expend and apply such funds and property, subject to such limitations, if any, as may be expressed in any instrument evidencing such gift, transfer, devise or bequest.

Section D. THIS ASSOCIATION SHALL NOT serve or act in disputes among neighbors.

Section E. THIS ASSOCIATION shall in no way reserve the right to in any way infringe upon the rights and privileges of property owners or residents in the use, maintenance, alteration, or improvements of said property.

#### ARTICLE IV. MEMBERSHIP

Section A. ACTIVE MEMBERSHIP - Active Membership shall be open to all persons who are either residents, landowners, or tenants in the defined area of the Neighborhood. Active Members shall have the right to vote and are eligible for Board Membership and shall have the right to hold Executive Office.

Section B. ASSOCIATE MEMBERSHIP - Associate Membership shall be open to persons who are interested in the objectives of the Association, but are neither owners of property or residents of the defined area of the Neighborhood. Associate Members shall have the right to vote and are eligible for Board Membership with the exception of holding Executive Office.

Section C. BUSINESS MEMBERSHIP - Business Membership shall be open to persons representing business located within the defined area of the Neighborhood. Business Members shall have all privileges of Active Membership excepting that Board Membership is limited to one (1) Business Member.

Section D. DUES

1. Regular Membership dues shall be \$10.00 per year.
2. Associate Membership dues shall be \$10.00 per year.
3. Business Membership dues shall be \$25.00 per year.
4. Dues shall be payable at the Annual Membership Meeting.

Section E. ANNUAL MEMBERSHIP MEETING

1. The Association shall have an Annual Membership Meeting to be held on a Sunday of March of each year.
2. Written notice of at least ten (10) days before such Meeting shall be posted and distributed to each Member.
3. The purpose of the Meeting is to elect the Board and other business of the Association.
4. Only one Member per household may cast a vote.
5. Annual Membership Dues shall be payable at this Meeting.
6. Only Members who are current in payment of their dues shall be eligible to vote.
7. A quorum shall be ten percent (10%) of the Membership
8. Copies of these Bylaws shall be available to the Membership at this meeting.

Section F. SPECIAL MEMBERSHIP MEETINGS may be called by the Board or the Chair or ten percent (10%) of the Membership for a stated purpose or purposes. Not less than ten (10) days before such Meeting notice shall be posted and distributed to each Member.

Section G. ALL MEMBERSHIP MEETINGS shall be open to the Membership.

## ARTICLE V. BOARD OF DIRECTORS

### Section A. BOARD POWERS

1. The affairs of the Association shall be under the management of a Board of Directors (hereafter referred to as the Board) or whomever it designates.
2. The Board shall have and exercise all of the powers and prerogatives granted to the Directors of private corporations under the laws of the State of Texas.
3. The Board shall make an annual report to the Membership at the Annual Membership Meeting.

### Section B. REPRESENTATION ON THE BOARD

1. Nine (9) Directors shall represent and be elected by the Active Membership, excepting that not more than three (3) Directors may be non-property owners or residing outside the boundaries of the Neighborhood, nor shall more than one Director be elected or appointed from any single household located in the Neighborhood.
2. One (1) additional Director shall represent the Business Membership.

### Section C. DIRECTORS

1. Directors shall serve without pay.
2. Any Director or Officer who files for election to any public office shall therewith cease to be such Director or Officer without further notice, and their resignation as Director or Officer is effective upon and as of the date of such filing.
3. Directors representing the Active, Associate and Business Membership shall be elected at the Annual Meeting for a single term of three years and may be elected to another term only after one intervening year.
4. Board vacancies shall be filled by the Board and the person or persons so appointed to fill such vacancies shall hold office until the next Annual Membership Meeting when the remaining portion of the term of office shall be filled as usual. Persons appointed to fill a vacancy shall be eligible to seek election to the Board.
5. Directors absent from three or more consecutive Regular Board of Directors Meetings may be replaced by the Board, at its discretion, upon a majority vote.
6. Nominations for Directors shall be made by the Nominating Committee. Nominations may also be made from the floor.

### Section D. BOARD MEETINGS

1. The Board shall hold their Annual Directors Meeting within ten (10) days after adjournment of the Annual Membership Meeting for the purpose of electing Officers and general organizational purposes.
2. Regular Board of Directors Meetings shall be scheduled by the Board.
3. Special Board of Directors Meetings may be called by the Board Chair or three Members of the Board. Special Board of Directors Meetings must be called for a specific purpose or purposes and three (3) days notice must be given and posted for the Membership.

4. A majority of the Board shall constitute a quorum of any Board Meeting.
5. All Board Meetings shall be open to the Membership.

#### Section E. BOARD OFFICERS

1. At the Annual Directors Meeting the Board shall elect from its Members a Chair, Vice-Chair and Secretary.
2. Officers shall serve for one year.
3. Officers shall serve without pay.
4. In the event of a vacancy in any Office, the Board shall fill such vacancy from its Members.

#### Section F. DUTIES OF OFFICERS

1. The Chair shall preside at all Meetings of the Board and at Membership Meetings, shall be an ex-officio member of all Committees, sign all instruments in writing on behalf of the Association requiring the Chair's signature, and perform such other duties as pertains to the office and as may be required of the Chair by the Board.
2. The Vice-Chair shall perform such duties as are normally performed by one in this position and such others as shall be designated by the Chair.
3. The Secretary shall attend all Meetings of the Membership and of the Board and shall keep a full and accurate account of the proceedings of such Meetings in a permanent book to be kept for that purpose. The Secretary shall keep such other books and perform such other duties as pertains to the office and as may be required of the Secretary by the Board or by the Chair. All such accounts and records shall be the property of the Association.

Section G. THE BOARD SHALL SELECT A TREASURER to serve at the pleasure of the Board. The Treasurer shall keep a full and accurate account of all receipts and disbursements of the Association in permanent books belonging to the Association and shall deposit all money and valuable objects of the Association in such depositories as may be designated by the Board. A report of the finances of the Association shall be made by the Treasurer whenever required by the Chair, and a report of like character shall be submitted at each Annual Membership Meeting. The Treasurer may be required by the Board or by the Chair at any time to give suitable bond. The Treasurer shall perform such other duties as pertains to the office and as may be required of the Treasurer by the Board or by the Chair.

#### Section H. STANDING COMMITTEES

1. **NOMINATING COMMITTEE** - The Nominating Committee shall consist of three (3) Members appointed by the Chair at least sixty (60) days prior to the Membership Meeting for the purpose of selecting a slate of candidates for Board Membership. The Chair shall not serve on the Nominating Committee.
2. **BYLAWS COMMITTEE** - The Bylaws Committee shall consist of at least three (3) Members appointed by the Chair for the purpose of reviewing for appropriateness all amendments proposed by Members and, together with their recommendation, informing the Membership of the intent to amend the Bylaws as may be required.
3. **PROGRAM COMMITTEE** - The Program Committee shall consist of at least three (3) Members appointed by the Chair for the purpose of organizing and carrying out the programs and activities of the Association as directed by the Board.
4. **HISTORIC RESOURCES COMMITTEE** - The Historic Resources Committee shall consist of at least three (3) Members owning property within the River Road Historic District appointed by the Chair for the purpose of assisting Members and the Association in its interactions with City of San Antonio entities as may concern the River Road Historic District as directed by the Board.

Section I. SPECIAL COMMITTEES may be created by the Board and appointed by the Chair. Special Committees shall terminate upon the date stipulated in their creation or at the Annual Directors Meeting unless renewed by the Board.

Section J. PERSONS SELECTED BY THE BOARD TO REPRESENT the Association on other Boards, Committees, Task-Forces, etc. shall be subject to annual renewal at the Annual Directors Meeting and at the discretion of the Board.

## ARTICLE VI. ASSETS AND INCOME

Section A. THIS ASSOCIATION shall be without capital stock.

Section B. THIS ASSOCIATION is strictly not for profit and any income it may receive shall be used for the purpose for which this Association is formed.

Section C. THE INCOME OF THIS ASSOCIATION shall be derived solely from Annual Membership Dues as herein provided, from donations and contributions from its members and others, and from projects designed to finance and to further the aims of this Association. This Association shall receive funds as may be necessary to carry out its objectives from such dues, voluntary subscriptions, donations, gifts, conveyances, bequests, annuities or otherwise.

Section D. TITLE TO ALL PROPERTY owned or which may be owned by this Association shall be vested in this Association and may be sold, conveyed or otherwise disposed of or encumbered by said Association in the manner provided by the laws of the State of Texas. In all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of this Association, voluntary or involuntary or by operation of law, or any provisions hereof, the following provisions shall apply:

1. THIS ASSOCIATION shall not have or exercise any power or authority either expressly, by interpretation or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent this Association from qualifying (and continuing to qualify) as a corporation described in Section 501 (c) (3) of the Internal Revenue Code of 1954, contributions to which are deductible for federal income tax purposes.

2. NO SUBSTANTIAL PART of the activities of this Association shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall it in any manner or to any extent participate in or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office; nor shall it engage in any activities that are unlawful under the laws of the United States, or Texas, or any other jurisdiction where such activities are carried on; nor shall it engage in any transaction defined at the time as "prohibited" under Section 501 (c) (3) of said code.

3. THIS ASSOCIATION shall never be operated for the primary purpose of carrying on a trade or business for profit. Neither the whole, nor any part or portion of the assets or net earnings of this Association shall be used, nor shall this Association ever be organized or operated for purposes that are not exclusively charitable, scientific, or educational within the meaning of Section 501 (c) (3) of the code.

4. NO COMPENSATION or payment shall ever be paid or made to any Officer, Director, or Trustee of this Association or substantial contributor to it, except as reasonable allowance for actual expenditures or services actually made or rendered to or for this Association; and neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any Member or private individual within the meaning of Section 501(c)(3) of the code.

*[Handwritten signature]*

5. IN THE EVENT OF TERMINATION, dissolution or winding up of this Association in any manner or for any reason whatsoever, its remaining assets, if any, shall be distributed to (and only to) one or more organizations described in Section 501 (c) (3) of the code.

Section E. ANY REFERENCES HEREIN to any provision of the Internal Revenue Code of 1954 shall be deemed to mean such provision as is now or hereafter existing, amended, supplemented, or superseded, as the case may be.

Section F. THE PRIVATE PROPERTY of the Members of the Board of Directors and officers of this Association shall not be subject to payment of corporate debts to any extent whatsoever.

## ARTICLE VII. MISCELLANEOUS

Section A. SEAL - This Association may have a Seal if so voted by the Board, and in such event the Board shall determine the design of such Seal.

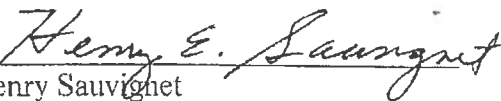
Section B. FISCAL YEAR - The fiscal year of this Association for all purposes other than the payment of dues as provided herein, shall begin on January 1st and end on December 31st following in each year.

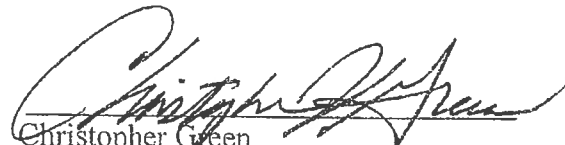
Section C. RULES OF ORDER - The rules contained in the latest issue of *Robert's Rules of Order* shall govern this Association.

## ARTICLE VIII. AMENDMENT

AMENDMENT – Proposed amendments to these Bylaws must be submitted in writing to the Bylaws Committee for review. The Bylaws Committee shall, upon ten (10) days notice to the Membership of intent to amend, present the proposed amendment along with the Committee's recommendations to the Members at the Annual Membership Meeting or to a Special Called Membership Meeting called for the specific purpose of amendment. A majority vote of the membership present shall be required for amendment.

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Henry Sauvignat  
Board Secretary

  
Christopher Green  
Board Chair