

MEMORANDUM OF AGREEMENT

BETWEEN THE GENERAL SERVICES ADMINISTRATION

AND THE TEXAS STATE HISTORIC PRESERVATION OFFICER

REGARDING THE AMARILLO HELIUM PLANT IN AMARILLO, TEXAS

WHEREAS, the General Services Administration (GSA) has determined that the prospective property disposal may have an adverse effect on the Amarillo Helium Plant (as shown on Attachment A), which is eligible for the National Register of Historic Places, and has consulted with the Texas State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), GSA has notified the Advisory Council on Historic Preservation of its adverse effect determination with specified documentation and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii); and

WHEREAS, the U.S. Department of the Interior Bureau of Land Management (BLM) partnered with the U.S. Department of the Interior National Park Service (NPS) in the development of a History and Historic Structures Inventory of the Amarillo Helium Plant, 1928-1996; and

WHEREAS, The NPS worked with BLM for the development of a Phase I: Cultural Landscape Inventory and Phase I: Archeological Survey; and

WHEREAS, Historical Architectural Engineering Report (HAER) drawings of the Amarillo Helium Plant have previously been completed and are available to the public on the BLM Amarillo Field Office website and through the Library of Congress; and

WHEREAS, BLM has made audiotapes available, which contain interviews with former plant employees.

NOW, THEREFORE, GSA and the Texas SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

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STIPULATIONS

GSA shall ensure that the following measures are carried out:

I. Covenants. The following covenants will be placed in any conveyance document transferring ownership of the Amarillo Helium Plant out of the federal inventory:

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the real property described above hereinafter referred to as "the Property", is hereby conveyed subject to the following conditions, restrictions, and limitations.

- A. The owner shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property at the time of conveyance, is not permitted to deteriorate in any additional material way.
- B. Without the prior written consent of SHPO, which shall not unreasonably be withheld, the owner shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity which would affect or alter in any material way the historic architectural integrity of the Property, except for routine maintenance.
- C. The owner and any and all successors in interest further agree to deliver to the SHPO for review and approval the information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the property along with 4" x 6" color photographs of the areas to be affected. In connection therewith, the owner shall also submit to the SHPO a timetable for the proposed activity sufficient to permit the SHPO to monitor such activity. The owner shall make no change or take any action subject to the approval of SHPO until receipt of written approval by an authorized representative of SHPO. Whenever such consent or written approval of the SHPO is required, it shall not be unreasonably withheld or delayed. In any event, SHPO shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. Proposed changes will conform to the Secretary of Interior's Standards for the Treatment of Historic Properties, 1995, as administered by the SHPO.
- D. The SHPO shall be notified within 30 days of any conveyance of some or all of the Property. Notification shall include the name and contact information for the new owner(s).
- E. Notifications required by this covenant shall be made in writing to the Texas State Historic Preservation Officer (SHPO), Texas Historical Commission, P.O. Box 12276, Austin, TX 78711-2276.

- F. Representatives of the SHPO shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the purchaser is in compliance with the terms of the agreement.
- G. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity; at its discretion and upon consultation with the Advisory Council on Historic Preservation, the SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon written application of the owner, its successors or assigns.
- H. The acceptance of the delivery of a Deed conveying title to the property shall constitute conclusive evidence of the agreement of the owner to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
- I. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the General Services Administration, SHPO, or other interested party may following reasonable notice to the owner, institute suit to enjoin said violation, or to require the restoration of the condition of the improvements on the property to that of the time of conveyance. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys' fees.

II. Marketing. GSA will inform prospective purchasers of the property of its national level of historic significance, of the covenants and that the property may be eligible for federal tax credits worth 20% of the rehabilitation costs. This information will be available in the Invitation for Bids.

III. Notification. Within 30 days of conveyance of the property, GSA shall provide SHPO with the name and contact information of the new property owner(s) along with a copy of the quitclaim deed. In addition, GSA will provide SHPO with a copy of the completed Certificate of Recordation upon receipt.

IV. Duration. This agreement will be null and void upon conveyance of the property with the above covenants properly recorded or if its terms are not carried out within five years from the date of its execution. Prior to such time, GSA may consult with other signatories to reconsider the terms of the agreement and amend in accordance with the appropriate section below.

V. Dispute Resolution. Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GSA shall consult with the objecting parties to resolve the objection. If GSA determines, within 30 days, that such objections cannot be resolved, GSA will:

- A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise GSA on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by GSA in reaching a final decision regarding the dispute.
- B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, GSA may render a decision regarding the dispute. In reaching its decision, GSA will take into account all comments regarding the dispute from the parties to the MOA.
- C. GSA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. GSA will notify all parties of its decision in writing before implementing that part of the Undertaking subject to dispute under this stipulation. GSA's decision will be final.

VI. Amendments and Noncompliance. If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with the stipulation VII below.

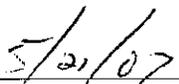
VII. Termination. If an MOA is not amended following the consultation set out with Stipulation VI "Amendments and Noncompliance" above, it may be terminated by any signatory or invited signatory. Within 30 days following termination, GSA shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by GSA and Texas SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council, and implementation of its terms evidence that GSA has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:



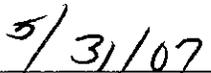
James L. Ferracci, Director
GSA Office of Real Property Disposal (7PR)



Date



F. Lawrence Oaks,
Texas State Historic Preservation Officer
Executive Director, Texas Historical Commission



Date

Attachment A

A 18.38 acre tract of land being the same tract of land described in that certain Warranty Deed recorded in Volume 181, Page 702 of the Deed Records of Potter County, Texas all situated in Section 61, Block 9 B.S. &F. Survey, Potter County, Texas, and said 18.38 acre tract being further described by metes and bounds as follows:

Commencing at a ½ inch iron rod, found the northwest corner said Section 61;

Thence south 00°10'41" East bearings contained herein are relative to true north as determined by G.P.S. observation 40.0 feet along the west line of said Section 61, from whence a ½ inch iron rod, found at the southwest corner of said Section 61 bears 00°10'41" east 5332.40 feet;

Thence south 89°45'08" east, 40.0 feet to a ½ inch iron rod with a cap stamped "KEYS R.P.L.S. 2507," set at the northwest and the beginning corner of this tract of land;

Thence south 89°45'08" east, 1200.29 feet to a ½ inch iron rod with a cap stamped "KEYS R.P.L.S. 2507," set at the northwest corner of this tract of land same being and most northerly northwest corner of Soncy Heights an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 151, Page 173 of the Deed Records of Potter County, Texas from whence a 3/8 inch iron rod with a cap stamped "R.P.L.S. 4664," found bears south 89°45'08" east 1362.58 feet.

Thence south 00°10'41" east along the west line of said Soncy Heights at 218.84 feet pass a ½ inch iron rod with a cap stamped "DORSEY R.P.L.S. 1912," found at the northwest corner of a 7.78 acre tract of land as described in that certain Warranty Deed recorded in Volume 2304, Page 348 of the Deed Records of Potter County, Texas a total distance of 682.68 feet to a ½ inch iron rod with a cap stamped "KEYS R.P.L.S. 2507," set at the southeast corner of this tract of land and on the north boundary line of a 20 foot wide Southwestern Public Service Company easement as described herewith a total distance of 1200.92 feet to a point on a 4" fence corner post, found at the southwest corner of this tract of land;

Thence north 00°10'41" west parallel with and 40 feet west of the west line of said Section 61, at 107.54 past a 4" fence post, found at the northwest corner of said 0.26 acre tract of land described herewith, a total distance of 651.51 feet to the Point of Beginning.