

**MEMORANDUM OF AGREEMENT FOR  
TRANSFER OF CUSTODY, CONTROL AND RESPONSIBILITY BETWEEN  
THE TEXAS FACILITIES COMMISSION AND  
THE TEXAS HISTORICAL COMMISSION**

This Agreement is entered into between the **Texas Facilities Commission (TFC)** and the **Texas Historical Commission (THC)**, each acting through its duly authorized officials.

**WITNESSETH:**

**WHEREAS**, by Agreement for Transfer of Custody, Control and Responsibility between the State of Texas, General Services Commission, now known as TFC, and THC, dated April 21, 1994, custody, control and responsibility of the real property and improvements hereafter described was transferred to THC;

**WHEREAS**, the Agreement for Transfer of Custody, Control and Responsibility between the State of Texas, General Services Commission, and THC, dated April 21, 1994, dated April 21, 2004, expired by its terms on April 21, 2004; and

**WHEREAS**, pursuant to Section 2165.001(1), Texas Government Code, TFC has charge and control of all public buildings, grounds and property and maintains in its inventory the real property and improvements located at 108 West 16th Street, in the City of Austin, Travis County, Texas, more commonly known as the Elrose Apartments, or Elrose Building, and more fully described as follows:

A part of Outlot No. 45, in Division "E", in the City of Austin, in Travis County, Texas, more fully described in deed from J. Lawrence Buaas and Otto H. Buaas, recorded in Volume 3409, Page 1091, Deed Records of Travis County, Texas,

as shown on attached Exhibit "A", hereafter referred to as the "Property"; and

**WHEREAS**, pursuant to Section 2165.001 (b) (1), Texas Government Code, TFC is authorized to allocate space to THC, and THC occupies the Property;

**WHEREAS**, pursuant to Section 2165.002, Texas Government Code, TFC may delegate custody and control of public buildings and grounds to a state agency that has demonstrated ability and competence to maintain and control of its buildings and grounds; and

**WHEREAS**, pursuant to Section 442.0073(a), Texas Government Code, THC has authority to preserve, maintain, and restore the Property, its contents and grounds, as well as Luther Hall and the Christianson-Leberman Building; and

**WHEREAS**, TFC and THC agree that THC has demonstrated ability and competence to maintain and control of the Property; and

**WHEREAS,** THC has requested that TFC delegate authority custody, control and the responsibility to maintain the Property to it; and

**WHEREAS,** TFC and THC deem it necessary to clarify any potential inconsistencies between Sections 2165.001, 2165.002 and 442.0073 aforesaid;

**NOW, THEREFORE,** in consideration of the foregoing premises, TFC and THC agree to the following terms and conditions:

1. This transfer does not convey title, legal or equitable, to the Property. Fee title to the Property shall remain in State of Texas as set out in the deed aforesaid.
2. THC accepts maintenance of the Property and assumes full responsibility for the maintenance and repair of the Property (including the grounds) and the utilities, all at its cost.
3. This Agreement shall be effective in perpetuity unless terminated by written amendment of this Agreement signed by the Parties or the custody and control of the Property is changed by act of the Texas Legislature.
4. Notwithstanding any historical agreement or understanding to the contrary, this Agreement does not extend to or include a transfer of Parking Lot 3 at 1603 Colorado Street, in the City of Austin, Travis County, Texas, that is contiguous to the Property.
5. This Agreement sets out the entire agreement of the parties. Any previous agreements are superseded by this Agreement.
6. This Agreement may be amended only by written Agreement signed by authorized officials of each Party.

**SIGNED** in duplicate originals on 10/27, 2016.

**TEXAS FACILITIES COMMISSION**

**TEXAS HISTORICAL COMMISSION**

  
 Name: Harvey Hildergran  
 Title: Executive Director

  
 Name: mark wolfe  
 Title: Executive Director

GC 

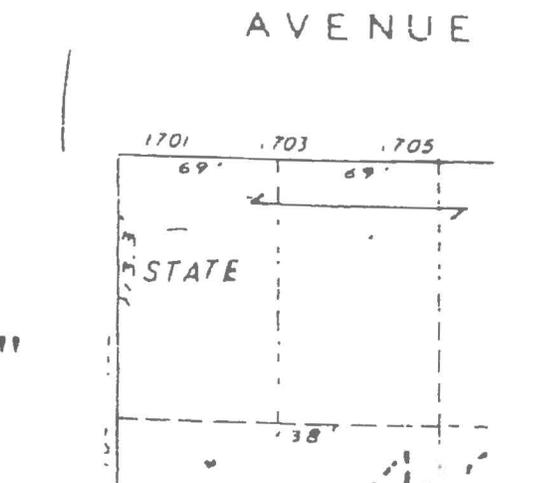
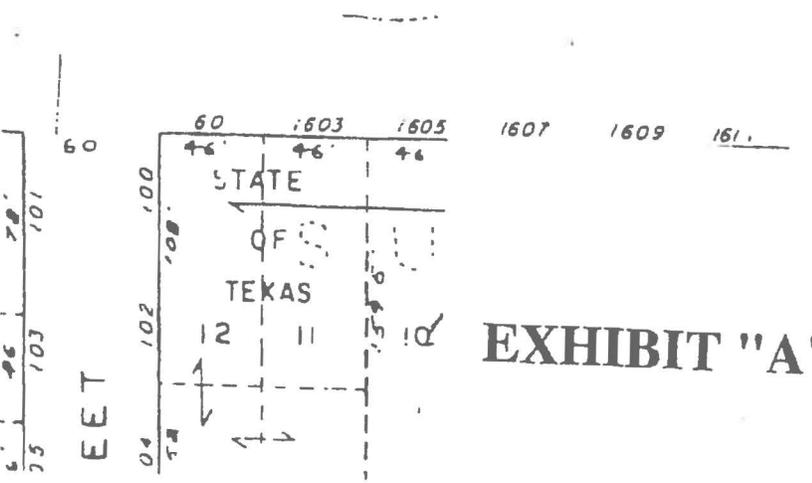
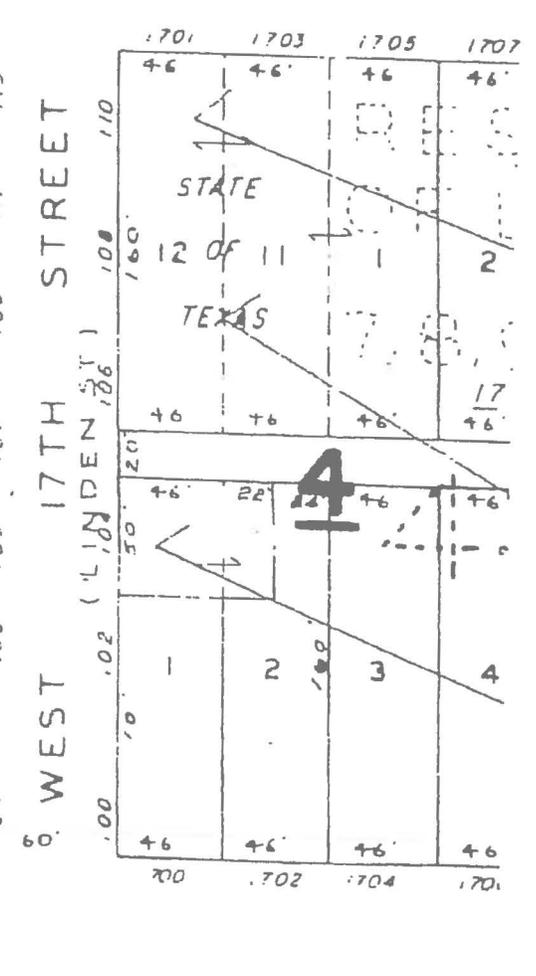
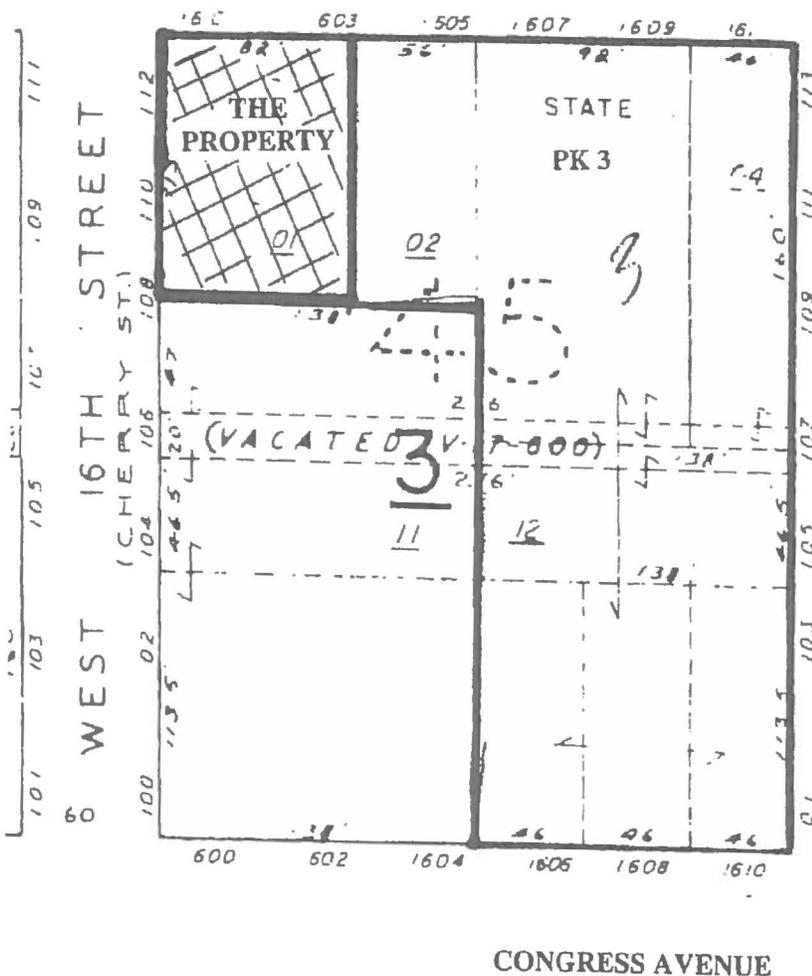
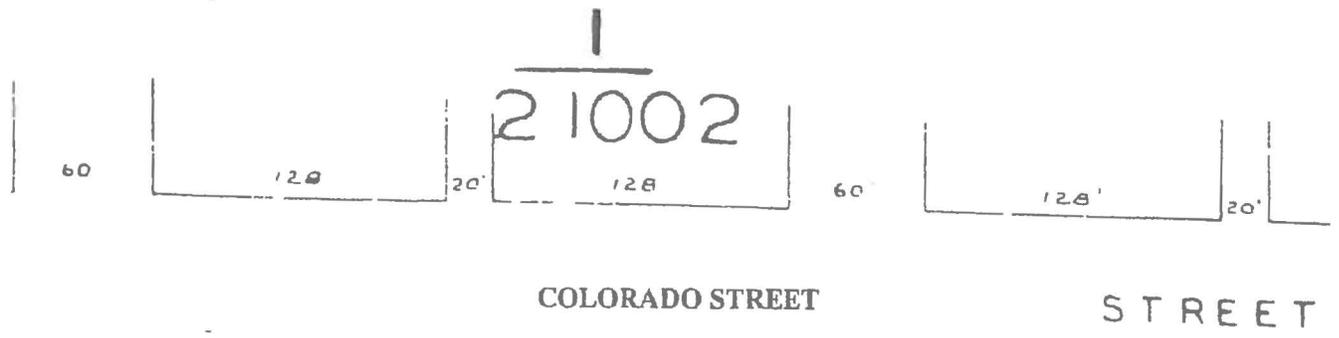


EXHIBIT "A"