

Appendix K.  
**Memorandum of Agreement between SpaceX and  
TPWD**

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**MEMORADUM OF AGREEMENT**  
**between**  
**Texas Parks and Wildlife Department and Space Exploration Technologies Corporation**

This Memorandum of Agreement (Agreement) is entered into between Texas Park and Wildlife Department (TPWD) with an address of 4200 Smith School Road, Austin, Texas, 78744, and Space Exploration Technologies Corporation (SpaceX) with an address of Rocket Road, Hawthorne, California, 90250 (collectively the Parties).

**I. PURPOSE**

1.1 The Parties own adjacent properties at Boca Chica, Texas. TPWD owns Boca Chica State Park, which is managed through a lease with the U.S. Fish and Wildlife Service (USFWS) in conjunction with its Lower Rio Grande Valley National Wildlife Refuge. SpaceX owns adjacent properties on which it has constructed and is constructing facilities for the purpose of designing, constructing, testing, launching, and landing rockets. The nature of SpaceX development-related anomalies has resulted in and may result in future impacts to the state park should further anomalies occur. The purpose of this Agreement is to serve as guidance to the Parties for developing protocols to respond to events that result in impacts to the state park and/or necessitate entry to the state park for any reason, including but not limited to fire suppression, reconnaissance, rocket debris retrieval, post-response site restoration, and impact mitigation.

The Parties acknowledge the need to restore impacts to TPWD lands following certain rocket test and launch activities. While such restoration efforts are as yet unproven, the Parties are committed to implementing, monitoring, and learning from such restoration efforts in order to develop adaptive management strategies that will minimize or offset long-term impacts to the natural, cultural, and recreational values of TPWD lands. The Parties agree that the benefits realized from these restoration efforts should provide appropriate compensation for the associated damages, including damages associated with the March 30, 2021 explosion of the rocket designated SN11.

This Agreement is intended to be a dynamic, working document and the Parties agree to periodically amend and update the Agreement in response to changing conditions, new data and information, and lessons learned. The Parties are committed to working together in good faith to meet the intent of this Agreement.

**II. ANOMALY RESPONSE**

2.1 In the event of an anomaly TPWD staff will be notified as per the procedures outlined in the current Federal Aviation Administration (FAA) Anomaly Response Plan for Boca Chica.

2.2 Following an anomaly, SpaceX will release the closure area west of the All Hard Checkpoint to allow visitors to continue to access the Palmito Ranch Battlefield NHL and the Lower Rio Grande Valley National Wildlife Refuge while anomaly response actions are taken. SpaceX will keep the All Hard Checkpoint in place to protect public safety and implement the measures outlined in the Anomaly Response Plan.

2.3 Debris removal will occur by means that will result in the least amount of impact as determined by TPWD and as agreed by SpaceX.

2.4 SpaceX will enter the state park at its discretion to retrieve batteries, explosives, or other debris that might be proprietary or pose risks for public health and safety. Otherwise, timing of debris removal will be determined by TPWD to minimize potential impacts as much as possible and may be based upon soil conditions, presence of rare or sensitive species, or other natural resource or operational concerns. It is the goal of the Parties that all debris be retrieved as expeditiously as is practical.

2.5 TPWD and/or USFWS staff do not need to be present for SpaceX staff to proceed with site reconnaissance and debris retrieval, provided SpaceX staff comply with retrieval protocols established and agreed to by TPWD, USFWS, and SpaceX during the SN11 anomaly response as may be amended in writing from time to time by TPWD and USFWS as circumstances or best practices dictate. Any such amendments will take effect immediately upon delivery to SpaceX. As of the initial date of execution of this Agreement, anomaly response protocols consist of the following:

- 2.5.1 Dragging or winching of debris is prohibited.
- 2.5.2 No vehicles or other equipment may access state park or national wildlife refuge property without the express written consent of an authorized representative of the respective landowner or the landowner's lessee.
- 2.5.3 Except in cases where the use of vehicles has been authorized in writing by TPWD or USFWS, large pieces of debris are to be accessed on foot and dismantled or cut up using tools carried on foot.
- 2.5.4 Tarps or liners should be placed under areas where cutting occurs to limit shavings and particulates from contaminating the ground, and such tarps and liners are to be removed from the state park or national wildlife refuge upon retrieval of associated debris. Shavings/particulates must be properly disposed of off-site.
- 2.5.5 Except in emergency, or unless otherwise authorized in writing by TPWD or USFWS, retrieval of debris from the state park or national wildlife refuge should take place only during daylight hours.

### III. STATE PARK RESTORATION

3.1 The Parties agree that the appropriate mitigation for impacts to the state park will be coordinated efforts to restore damaged algal flat and loma habitats to pre-anomaly conditions. TPWD will identify subject matter experts to assist SpaceX or a contractor with development and implementation of a restoration plan. It is understood that restoration of these habitats is untested. SpaceX agrees to include monitoring protocols in the restoration plan, to adopt an adaptive management approach to restoration until the most beneficial restoration methodologies have been determined, and to apply those methodologies to restoration of habitats following any future impacts to the state park resulting from SpaceX activities.

3.2 The Parties anticipate that initial restoration efforts may include grooming of tracks and other scars using hand tools and native soils, establishing desired slopes and contours, and potentially inoculating the soils with appropriate species of algae and microbes, or other approach(es) as determined by the subject matter experts and TPWD and agreed to by SpaceX.

In addition, a good faith effort will be made to restore lost upland vegetation in state park uplands by seeding or transplanting appropriate grasses and other indigenous vegetation from seed or plant sources approved by TPWD. All recovery and restoration efforts will be monitored for introduction of non-native species, which will be removed by SpaceX using methods approved by TPWD. All soil disturbance resulting from anomaly impact or recovery efforts will be monitored for the presence and/or disturbance of cultural resources.

3.3 SpaceX agrees that in the event restoration measures prove impractical or agreed monitoring protocols indicate that restoration activities have not resulted in demonstrable recovery of native pre-anomaly species compositions and ecological services, the Parties will come together in good faith to agree on other means of compensating TPWD for loss of fish, wildlife and recreation values resulting from damages to the state park.

### IV. ACCESS AND CLOSURES

4.1 SpaceX will perform notifications prior to a planned closure and in accordance with the current FAA Closure Notification Plan for Boca Chica.

4.2 SpaceX will provide TPWD a forecast of planned closures two weeks in advance when possible. Information about proposed closures will be available on Cameron County's website and through real time status and updates via a text message alert service.

SpaceX will send closure notifications to the regulatory and public land-managing agencies as closure plans finalize (typically 24-48 hours prior to the closure). The agencies will continue to receive updates immediately when the closures go into place and when the closures end, as well as cancellations of requested closures. SpaceX personnel will timely send these notifications to ensure the most up-to-date information is distributed.

This Agreement is effective upon the date of the last signature herein.

Space Exploration Technologies Corp.

Texas Parks and Wildlife Department

By: Alyson Parks

By: [Signature]

Title: Sr. Director STARSHIP Ops

Title: Chief Operating Officer

Date: 9/1/2021

Date: 9/2/21