APPENDIX H. MEMORANDUM OF AGREEMENT

December 12, 2006

Mr. F. Lawerence Oaks
State Historic Preservation Officer
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276

Attn: Derek Satchell

Re: Memorandum of Agreement (MOA)
Houston METRO Projects: the North Corridor Fixed Guideway Project, the Southeast Corridor Fixed Guideway Project and the Intermodal Terminal Project in Houston, Texas

Dear Mr. Oaks:

In accordance with Section 106 of the National Historic Preservation Act and 36 CFR PART 800, we are transmitting four copies of the subject MOA for your signature. After signing, please return three copies to this office for distribution to the other signatories and to the Advisory Council on Historic Preservation.

We appreciate your attention to this project and look forward to continued consultation with your office in our collaborative effort to protect historic resources. Should you have any questions, please contact John Sweek at (817) 978-0550.

Sincerely,

[Signature]

Robert C. Patrick
Regional Administrator

cc: Ms. Miki Milovanovic, METRO
December 14, 2006

Mr. Robert C. Patrick, Regional Administrator
Region VI
US Department of Transportation
Federal Transit Administration
819 Taylor Street, Suite 8A36
Fort Worth, TX 76102

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Final Memorandum of Agreement for Proposed North Corridor Project, Southeast Corridor Project and Intermodal Project, Houston, Harris County (FTA)

Dear Mr. Patrick,

Thank you for providing us with the four (4) original copies of the final Memorandum of Agreement for the above referenced project. This letter serves as final comment on the proposed document from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission.

We are returning three (3) of the originals, which includes the signature of the Executive Director of the Texas Historical Commission. Please note that these originals should be provided to the signatories for their files. We have retained one original for our records. A copy of this final document should also be forwarded to the Advisory Council on Historic Preservation. Finally, please be sure to forward us a copy of the Final Environmental Impact Statement (FEIS) when it is completed.

Thank you for your cooperation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning our review or if we can be of further assistance, please contact Derek Satchell at 512/463-7687.

Sincerely,

Derek Satchell, Forest Region Project Reviewer
for: F. Lawrence Oaks, State Historic Preservation Officer

FLO/ds

Cc: Miki Milovanovic, Director of Capital & Environmental Planning, METRO
Randy Pace, Historic Preservation Officer, City of Houston
Al Davis, Chair, Harris County Historical Commission
MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL TRANSIT ADMINISTRATION
THE TEXAS STATE HISTORIC PRESERVATION OFFICER, AND
METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS,
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO CFR § 800.6(b) (1) (iv)
REGARDING THE NORTH CORRIDOR FIXED GUIDEWAY PROJECT, THE
SOUTHEAST CORRIDOR FIXED GUIDEWAY PROJECT AND THE INTERMODAL
TERMINAL PROJECT IN HOUSTON, TEXAS
December 12, 2006

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration (FTA), is
considering a grant application for financial assistance to the Metropolitan Transit Authority of
Harris County (METRO), a regional transit authority organized under the laws of the State of
Texas, for the construction of North Corridor Fixed Guideway Project (the North Corridor
Project); the Southeast Corridor Fixed Guideway Project (the Southeast Corridor Project); and
the Intermodal Terminal Project (the Intermodal Project), all of which located in Houston, Texas
(collectively the Projects); and

WHEREAS, the North Corridor Project consists of the construction of a Bus Rapid Transit
(BRT) project service that is convertible to a light rail transit service to be located mostly within
the existing right-of-way of local roadways from the University of Houston Downtown to
Northline Mall, a distance of 5.4 miles with seven proposed stations. A more detailed description
of the North Corridor Project alignment is set forth in Attachment A to this Agreement; and

WHEREAS, the Southeast Corridor Project consists of the construction of a Bus Rapid Transit
(BRT) project service in the downtown Houston area that is convertible to a light rail transit
outside of downtown to the southeast area including Texas Southern University (TSU), the main
campus of the University of Houston, and the Palm Center located mostly within the existing
right-of-way of local roadways, a distance of 6.8 miles with up to eight proposed stations outside
of downtown. A more detailed description of the Southeast Corridor Project alignment is set
forth in Attachment B to this Agreement; and

WHEREAS, the Intermodal Project consists of the construction of an Intermodal
center/multimodal terminal in the Near Northside neighborhood of downtown Houston, to house
passenger waiting and transfer facilities for local buses, access to light rail transit and fixed-
guideway transit, as well as bicycle storage, passenger and driver amenities including parking,
public restrooms, retail and concessions. Improvements to several surrounding roads will be
required. A more detailed description of the Intermodal Project is set forth in Attachment C to
this Agreement; and

WHEREAS, the Texas State Historic Preservation Officer (SHPO) is authorized to enter in this
Agreement in order to fulfill its role of advising and assisting Federal agencies in carrying out
their Section 106 responsibilities under the following Federal statute: Section 101 and 106 of the

North Corridor, Southeast Corridor, Intermodal Project
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Southeast Corridor

January 2007

H-3
Final Environmental Impact Statement
Appendix H – Memorandum of Agreement

National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f, and pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 at §§ 800.2(c)(1)(i) and 800.6(b); and

WHEREAS, the FTA and METRO have established the North Corridor Project’s Area of Potential Effects (APE), as defined at 36 CFR § 800.16(d), and identified in the Determination of Effects Report dated June 12, 2006, to be the designated area shown in Attachment “D”; and

WHEREAS, the FTA and METRO have established the Southeast Corridor Project’s Area of Potential Effects (APE), as defined at 36 CFR § 800.16(d), and identified in the Draft Environmental Impact Statement dated July 19, 2006, to be the designated area shown in Attachment “E”; and

WHEREAS, the FTA and METRO have established the Intermodal Project’s Area of Potential Effects (APE), as defined at 36 CFR § 800.16(d), and identified in the Final Determination of Effects Report dated October 2, 2006, to be the designated area shown in Attachment “F”; and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that various properties located within the APE for each of the Projects are listed or considered eligible for listing in the National Register of Historic Places pursuant to 36 CFR § 800.4(c) prior to commencement of the undertaking; and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that the construction of the Projects will have effects on historic properties within the boundaries of each Project APE; and have 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 470(f)); and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that the North Corridor Project alignment set out in Attachment A will have an adverse effect on the historic properties listed in the Final Determination of Effects Report dated November 27, 2006, shown in Attachment “G,” and further, whereas the parties have developed measures outlined in the stipulations below to reduce or mitigate the identified adverse effect of the North Corridor Project pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. § 470); and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that the Southeast Corridor Project alignment set out in Attachment B will have an adverse effect on the historic properties listed in the Draft Environmental Impact Statement dated July 19, 2006, as shown in Attachment “H,” and further, whereas the parties have developed measures outlined in the stipulations below to reduce or mitigate the identified adverse effect of the Southeast Corridor Project pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. § 470); and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that the Intermodal Project described in Attachment C will have an adverse effect on the historic properties listed in the Final Determination of Effects Report dated October 2, 2006, as shown in
Attachment “I,” and further, whereas the parties have developed measures outlined in the Stipulations below to reduce or mitigate the identified adverse effect of the Intermodal Project pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. § 470); and

WHEREAS, METRO has compiled a substantial amount of documentation regarding the Old Fifth Ward District, Third Ward District, and Warehouse District north of Interstate 10 suitable for preparing a nomination for the National Register of Historic Places; and

WHEREAS, METRO has contacted several Indian Tribes whose traditional lands may be affected and received a response only from the Comanche Nation that indicated that they had no immediate concerns or issues regarding the project; and

WHEREAS, METRO has contacted the City of Houston Historic Preservation Officer who participated in the development of the Project; and

WHEREAS, METRO has invited the Advisory Council on Historic Preservation (“Council”) to participate in the development of this MOA and sign as a signatory and received no response from the Council; and

WHEREAS, the FTA and METRO have coordinated and consulted with the public and agencies in accordance with 36 CFR § 800.8 (e)(iv) including inviting public comment on the respective Draft Environmental Impact Statements, Environmental Assessment, and Section 4(f) Evaluation for the Projects; and

WHEREAS, future undertakings involving projects and conversions to light rail transit service by FTA and METRO are not covered by this MOA; and

WHEREAS, METRO has participated with the FTA in the consultation with the SHPO and has been invited to concur in the Memorandum of Agreement to reflect its commitment to the measures described in this agreement and to its obligations in a grant that will fund the construction of the Projects; and

NOW, THEREFORE, FTA, METRO, and the SHPO agree that the following measures and stipulations shall be implemented in order to take into account the effects of the undertaking on the historic properties:

STIPULATIONS

The FTA shall ensure the following measures and stipulations are implemented for the Projects:

1. NORTH CORRIDOR PROJECT:

   A. Rehabilitation of the North Main Street Viaduct: The proposed bridge widening and columns for the existing North Main Street Viaduct require reinforcement to bring the bridge up to the current safety standards for the proposed extensions of the Light Rail

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Transit (LRT) line from the existing University of Houston Downtown Station to the north end of the bridge (approximately 425 feet). The modifications would be similar to the modifications made to the southern end bridge in the METRORail Red Line project. These modifications would be included in design plans and subject to SHPO review during the review stated in Stipulation IV.D.

B. METRO will ensure that the design of the fixed guideway structures and all other construction undertaken or funded by METRO related to this undertaking, including but not limited to station platforms and canopies, bridges or overpasses, artwork and gateways, tracks, catenary poles, overhead traction and power systems, traction power stations, communication bungalows, and sound insulation fences or other construction that may have an effect on historic properties will be designed to be compatible with affected historic properties and conform to the guidance contained in the Secretary of the Interior’s Standards and Guidelines for rehabilitation of Historic Buildings (U.S. Department of the Interior, National Park Service, 1983 or as most recently amended). METRO will further ensure that all such designs are developed in consultation with the SHPO and submitted to the SHPO for comment prior to construction. Proposed designs will be provided to the SHPO for review at approximately the 30%, 60% and 90% design stages as stated in Stipulation IV.D.

C. To mitigate the adverse effect and/or potential loss of contributing historic properties that are not individually eligible for listing on National Register of Historic Places as a result of this Project (found in Attachment G) METRO, either directly or through a contractor, shall conduct research, produce and prepare all documentation necessary for a National Register Nomination Package for the Old Fifth Ward as a historic district. METRO and/or their contractor shall consult with the SHPO and the City of Houston Historic Preservation Officer to establish district boundaries. METRO will also identify and consult with interested parties such as local historic preservation groups regarding documentation for the Package. METRO and/or their contractor will submit a draft of the Nomination Package to provide the SHPO an opportunity to comment prior to submitting a final Package. Once comment from the SHPO is satisfactorily incorporated into the Nomination Package, METRO shall have no further responsibility. The final Package shall be prepared to current SHPO and National Park Service Standards and shall be submitted to the SHPO within 18 months of the execution of this Agreement.

D. To mitigate the adverse effect and/or potential loss of the historic residential properties that are currently listed or individually eligible for listing on National Register of Historic Places located at 2330 N. Main, 617 Boundary, and 815 Boundary as a result of this Project, METRO, either directly or through a contractor, shall document these structures as stated in Stipulation V within 12 months of the execution of this Agreement. METRO shall also submit a Marketing Package for the properties to SHPO for their review and approval within 12 months of the execution of this Agreement. The purpose of the Marketing Package is to advertise the disposition of these properties to a third party for relocation preferably to another location within the potential Old Fifth Ward historic district. To assist a qualified third party in relocating the houses, METRO shall offer such persons relocation and stabilization expenses up to $50,000 per house. A façade easement for the duration of five years shall be required for all relocated structures. If a third party is not found

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for any of the houses prior to the formal bid process for the Project, METRO may
demolish them.

E. Other than the historic properties and contributing elements listed in Stipulations I.A,
I.C, and I.D, no historic property or contributing element will be adversely affected
by the project. Should the North Corridor Project affect other historic properties or
elements not listed in Attachment G of this document, METRO shall coordinate with
FTA and SHPO as stated in Stipulation IV.C.

II. SOUTHEAST CORRIDOR PROJECT:

A. METRO will ensure that the design of the fixed guideway structures and all other
construction undertaken or funded by METRO related to this undertaking, including
but not limited to station platforms and canopies, bridges or overpasses, artwork and
gateways, tracks, catenary poles, overhead traction and power systems, traction power
stations, communication bungalows, and sound insulation fences or other
construction that may have an effect on historic properties will be designed to be
compatible with affected historic properties and conform to the guidance contained in
the Secretary of the Interior’s Standards and Guidelines for Rehabilitation of Historic
Buildings (U.S. Department of the Interior, National Park Service, 1983 or as most
recently amended). METRO will further ensure that all such designs are developed in
consultation with the SHPO and submitted to the SHPO for comment prior to
construction. Proposed designs will be provided to the SHPO for review at
approximately the 30%, 60% and 90% design stages as stated in Stipulation IV.D.

B. METRO will consider the use of single-loaded station platforms to be located in
tandem along the proposed fixed guideway alignment within the existing Scott Street
right-of-way, between Interstate 45 and Griggs Road. The intent is to minimize the
necessary width of the alignment and its potential impact upon the adjacent historic
properties fronting Scott Street.

C. To mitigate the adverse effect and/or potential loss of contributing historic properties
that are not individually eligible for listing on National Register of Historic Places as
a result of this Project (found in Attachment H) METRO, either directly or through a
contractor, shall conduct research, produce and prepare all documentation necessary
for a National Register Nomination Package for the Third Ward as a historic district.
METRO and/or their contractor shall consult with the SHPO and the City of Houston
Historic Preservation Officer to establish district boundaries. METRO will also
identify and consult with interested parties such as local historic preservation groups
regarding documentation for the Package. METRO and/or their contractor will submit
draft of the Nomination Package to provide the SHPO an opportunity to comment
prior to submitting a final Package. Once comment from the SHPO is satisfactorily
incorporated into the Nomination Package, METRO shall have no further
responsibility. The final Package shall be prepared to current SHPO and National
Park Service Standards and shall be submitted to the SHPO within 18 months of the
execution of this Agreement.

D. If the Southeast Corridor Project affects previously undisturbed (non-street) right of
way parcels, METRO, either directly or through a contractor, shall conduct in-depth
historic archival research on the affected properties. This information shall then be
forwarded to the Texas Historical Commission for review and the Texas Historical Commission will determine whether archeological investigations will be warranted in advance of any site development activities.

E. Other than the historic properties and contributing elements listed in Stipulations II.B and II.C no historic property or contributing element will be adversely affected by the project. Should the Southeast Corridor Project affect other historic properties or elements not listed in Attachment H of this document, METRO shall coordinate with FTA and SHPO as stated in Stipulation IV.C.

III. INTERMODAL PROJECT:

A. METRO will ensure that the design of the Intermodal Project and all other construction undertaken or funded by METRO related to this undertaking, including but not limited to excavation, retaining walls, street re-alignments, terminal facility, station platforms and canopies, bridges or tunnels, artwork and gateways, tracks, catenary poles, overhead traction and power systems, traction power stations, communication bungalows, and sound insulation fences or other construction that may have an effect on historic properties will be designed to be compatible with affected historic properties and conform to the guidance contained in the Secretary of the Interior’s Standards and Guidelines for rehabilitation of Historic Buildings (U.S. Department of the Interior, National Park Service, 1983 or as most recently amended). METRO will further ensure that all such designs are developed in consultation with the SHPO and submitted to the SHPO for comment prior to construction. Proposed designs will be provided to the SHPO for review at approximately the 30%, 60% and 90% design stages as stated in Stipulation IV.D.

B. To mitigate the adverse effect and/or potential loss of contributing historic properties that are not individually eligible for listing on National Register of Historic Places as a result of this Project (found in Attachment I) METRO, either directly or through a contractor, shall conduct research, produce and prepare all documentation necessary for a National Register Nomination Package for the area north of Interstate I-10 as the Warehouse historic district. METRO and/or their contractor shall consult with the SHPO and the City of Houston Historic Preservation Officer to establish district boundaries. METRO will also identify and consult with interested parties such as local historic preservation groups regarding documentation for the Nomination Package. METRO and/or their contractor will submit a draft of the Nomination Package to provide the SHPO an opportunity to comment prior to submitting a final Package. Once comment from the SHPO is satisfactorily incorporated into the Nomination Package, METRO shall have no further responsibility. The final Package shall be prepared to current SHPO and National Park Service Standards and shall be submitted to the SHPO within 18 months of the execution of this Agreement.

C. To mitigate the loss of the historic Judge Alfred Hernandez Tunnel/North Main Street Tunnel and 1201 Naylor Street that is listed or individually eligible for listing on National Register of Historic Places as a result of this Project, METRO either directly or through a contractor, shall document this structure as stated in Stipulation V prior to demolition.
D. METRO, either directly or through a contractor, shall conduct in-depth historic archival research on all previously undisturbed (non-street) right-of-way sections of the proposed project. This information shall then be forwarded to the THC for review and the THC will determine whether archaeological investigations will be warranted in advance of any site development activities.

E. Other than the historic properties and contributing elements listed in Stipulations III.B and III.C no historic property or contributing element will be adversely affected by the project. Should the Intermodal Project affect other historic properties or elements not listed in Attachment I of this document, METRO shall coordinate with FTA and SHPO as stated in Stipulation IV.C.

IV. ADMINISTRATIVE STIPULATIONS

A. Definition. For the purposes of this MOA the terms “party” or “parties” means the FTA, METRO, and the SHPO each of which has authority under 36 CFR § 800.7 to terminate the consultation process.

B. Professional supervision. The FTA shall ensure that all activities carried out pursuant to this MOA are carried out by or under the direct supervision of a person or persons meeting at a minimum the appropriate Professional Qualifications Standards set forth in the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation. However, nothing in this stipulation may be interpreted to bar the FTA, METRO or any agent or contractor of the FTA from utilizing the properly supervised services of employees and volunteers who do not meet the above standards.

C. Neither the FTA nor METRO shall make any substantial design modifications and/or alter any plan or scope of services to the Projects that will affect historic properties without first affording the parties of this MOA the opportunity to review the proposed change and determine whether it shall require that this MOA be amended. If one or more such party determines that an amendment is needed, the parties to this MOA shall consult in accordance with 36 CFR § 800.6 to consider such an amendment.

D. Design review. The reviews set out in this Agreement shall be completed as early in the process as possible so that measures to avoid, minimize, or mitigate the effects of the Projects on historic properties can be taken into consideration by the SHPO during design and prior to construction. Design review submittals will be provided to the SHPO through final design for those elements of the Projects. Stipulations D.1(ii), D.2(ii) and D.3(ii) clarifies how concerns raised by SHPO will be addressed for each phase of design review.

1. Preliminary Engineering Design Review (approximately 30% submittal) would be the first review.

   i. METRO’s responsibility will be to provide the SHPO with the Preliminary Engineering design plans that clearly identify the location of all historic properties, to note the application of any mitigation, and if requested by the SHPO, to be available to make a detailed presentation of the plans.

   ii. SHPO’s responsibility will be to notify METRO in writing within 30 days of receipt of the Preliminary Engineering design plans of any
potential impacts that diminish the integrity of an historic property’s significant historic features or its historic setting, make a recommendation about how any concerns may be addressed, and be available for consultation with METRO should further clarification or detail be needed.

2. In Progress Design Review (approximately 60% submittal) would be the second review.
   i. METRO will provide the SHPO with an In Progress set of design plans and make SHPO aware of any significant changes from the Preliminary Engineering plans in the vicinity of historic properties, and request the SHPO’s approval or comment on these changes. To facilitate the SHPO’s mitigation monitoring and design review, METRO will also note the application of any mitigation.
   ii. SHPO will notify METRO in writing, within 30 days of receipt of the In Progress review materials, of approval or comment on the significant project changes, mitigation monitoring, or design review presented.

3. Pre-Final Design Review (approximately 90% submittal) would be the third review.
   i. METRO will provide the SHPO with a Pre-final set of design plans and make the SHPO aware of any significant project changes from the 60 percent plans in the vicinity of historic properties, and request the SHPO’s approval or comment on these changes. METRO will also note how the SHPO’s concerns, if any, have been addressed.
   ii. SHPO will notify METRO in writing within 30 days of receipt, of approval or comment on the Pre-Final materials submitted.
   iii. SHPO at its option may request a copy of the final bid set for each Project for documentation purposes. SHPO will notify METRO in writing within 30 days whether it intends to open consultation on any design-related issue previously identified but has remained unchanged and/or was not previously raised as a concern.

V. ARCHITECTURAL DOCUMENTATION STIPULATIONS

A. Prior to any construction activity for the Projects, METRO shall document the historic properties that are individually eligible for listing on the National Register as stated in Stipulations I.D and III.C to meet the content, quality, and presentation standards equivalent to the Secretary of the Interior’s Standards for Architectural and Engineering Documentation, Historic American Buildings Survey (HABS) Level II.

B. METRO shall provide the SHPO a minimum of 30 days from receipt to review and comment on a comprehensive draft of the documentation developed, including photographic proofs and drawings. Proofs will be large enough to be legible; contact sheets will not be adequate. The location and direction of all photographs will be keyed to a site plan or other architectural documentation.
C. The SHPO will provide written approval or recommendations for additional work on the architectural documentation within thirty (30) days of receipt of the draft documentation. At the SHPO’s discretion, approval may be given for alterations to proceed after approval of the draft documentation. METRO shall take the SHPO’s comments into account in revising the documentation.

D. If the SHPO does not provide written comments on the documentation within thirty (30) days of receipt, METRO may consider the documentation photographs to have been accepted by the SHPO and may proceed in development of the final documentation.

E. METRO shall ensure that archival copies of the final completed documentation, developed in accordance with this Stipulation, are provided to the SHPO and the City of Houston Public Library History Archive within 90 days of SHPO approval. The documentation photographic negatives shall be provided to the City of Houston Public Library History Archive with its copy of the documentation.

VI. WORKER EDUCATION PROGRAM

METRO will conduct a Worker Education Program for construction personnel. The program is designed to inform contractors and workers of requirements for the protection of historic properties during construction.

VII. DURATION

This agreement shall continue throughout the development and implementation of the Projects. Prior to such time, FTA, METRO or the SHPO may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation X below. At the end of one year following the execution of this agreement, and annually for a period of five years, METRO shall provide all signatory parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in METRO’s efforts to carry out the terms of this agreement. Beginning the sixth year following the execution of this agreement, METRO will periodically report, as deemed needed by any signatory party, as to the status of compliance with this agreement until it expires or is terminated. Failure to provide such summary report may be considered noncompliance with the terms of this MOA pursuant to Stipulation X, below.

VIII. POST-REVIEW DISCOVERIES

In the event of discovery of archeological materials during any of its activities, METRO shall immediately stop work in the area of discovery and notify the SHPO. METRO shall comply with 36 CFR 800.13(b) and any other legal requirements to include consultation in accordance with Section 106 of the National Historic Preservation Act. METRO will provide site information and a determination of National Register eligibility for the location to SHPO. SHPO shall have 30 days to review and concur with the determination of eligibility and any treatment needed.
IX. 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, FTA shall consult with the objecting party to resolve the objection. If FTA determines, within 30 days, that such objection(s) cannot be resolved, FTA will:

A. Forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR Section 800.2(b)(2). Copies of this documentation shall be provided simultaneously to the SHPO. Upon receipt of adequate documentation, the Council shall review and advise FTA 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 FTA 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, FTA may render a decision regarding the dispute. In reaching its decision, FTA will take into account all comments regarding the dispute from the parties to the MOA.

C. It is the FTA’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. The FTA shall notify the METRO and SHPO of its decision in writing before implementing that portion of the Project(s) subject to dispute under this stipulation. FTA’s decision will be final.

X. 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 Stipulation XI below.

XI. TERMINATION

If an MOA is not amended following the consultation set out in Stipulation X, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the FTA 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 FTA, METRO and SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR §800.6(b)(1)(iv) prior to FTA’s approval of the Projects, and implementation of its terms...
constitutes evidence that METRO has taken into account the effects of these Projects on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES TO MEMORANDUM OF AGREEMENT

FEDERAL TRANSIT ADMINISTRATION

BY: Robert C. Patrick
Regional Administrator, Region VI

DATE: 12/12/2006

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

BY: Frank J. Wilson
President & Chief Executive Officer

DATE: 12/12/2006

TEXAS STATE HISTORIC PRESERVATION OFFICER

BY: F. Lawerence Oaks
State Historic Preservation Officer

DATE: 12-14-06

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*North Corridor, Southeast Corridor, Intermodal Project*  
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Attachment A

The North Corridor Project will be an extension of the existing METRORail system utilizing the same light rail transit vehicle operating in a barrier-separated, semi-exclusive right-of-way with embedded and ballasted track. The alignment will begin at the northern terminus at the University of Houston-Downtown Station of the existing METRORail Red Line. From this point, the alignment will head north, at-grade, following the existing right-of-way of North Main Street on the west side. Once north of IH-10, the alignment will transition onto an aerial structure to go over the Hardy Yard railroad facility terminating with an elevated station Burnett Street. At Burnett Street, the Bus Rapid Transit (BRT) portion of the North Corridor Project will begin at a station in the Judge Alfred Hernandez Tunnel/North Main Street Tunnel at the proposed Burnett Street station. The alignment will continue to follow North Main Street with the BRT vehicles operating in mixed traffic for 1,600 feet until Gargan Street. At this point the fixed guideway alignment will begin in the center of North Main Street. The alignment will continue at-grade in the center of North Main Street with a station located at Quitman Drive. At Boundary Street, the North Corridor Project will turn east from North Main Street onto Boundary Street and then north on Fulton Street. The alignment will proceed north on Fulton Street to Northline Mall. Station locations along Fulton Street include Fulton Street at Catherine Street, at Moody Street, just north of IH-610, and Northline Mall. The North Corridor Project will continue along Fulton Street under IH-610. Approximately 1,600 feet north of IH-610, the guideway will rise onto an aerial structure to cross over the HB&T Railroad. The guideway will then return to street level near Bennington Street and continue at-grade in the center of Fulton Street until reaching Northline Mall just north of Crosstimbers Street. The total distance of the North Corridor Project from the UH-Downtown Station to Northline Mall is 5.49 miles with six at-grade stations and one elevated station. A structured parking facility (500 spaces) will be included at the Northline terminal station.
ATTACHMENT B
Attachment B

The downtown segment of the Southeast Corridor's LPA alignment would be located primarily on Capitol and Rusk between Louisiana on the west and Delano on the east, but would use local streets to connect with the fixed-guideway alignment on Scott Street at Polk Street. In downtown, BRT vehicles would operate mostly in diamond lanes reserved for buses, HOVs, and vehicles turning into cross streets and driveways.

The diamond lanes for the BRT vehicles will follow Capitol and Rusk east to Delano and Paige Streets. Diamond lanes will be located on Delano and Paige between Capitol and Rusk/McKinney Streets. From Delano and Paige, BRT vehicles will operate in diamond lanes on McKinney east to Sampson and York Streets. The BRT vehicles will operate in the diamond lanes on Sampson and York to Polk Street, where the fixed-guideway alignment will begin. The west curb lane of York between Polk and McKinney, the north curb lane of McKinney between York and Paige, and the east curb lane of Paige between McKinney and Capitol would be signed and marked as diamond lanes.

On Capitol between Dowling and Louisiana the second lane from the north curb would be signed and marked as diamond lanes and the curb lane would remain available for parking/loading, except where it would be occupied by station platforms east of Hutchins, east of Chenevert, west of Austin, west of Fannin and west of Milam. At Louisiana, the inbound BRT vehicles would leave the diamond lane and maneuver in general traffic lanes west on Capitol, south on Smith and east on Rusk to reach to beginning of the outbound reserved lane series.

On Rusk, the second lane from the south curb would be signed and marked as a diamond lane between Louisiana and Avenue de las Americas and between St. Emanuel and Dowling. In these zones the south curb lane would be available for parking/loading, except east of Louisiana, east of Caroline and east of Jackson where station platforms would be installed. Between Avenue de las Americas and St. Emanuel and between Dowling and Delano the south curb lane of Rusk would be designated as a diamond lane. Beyond Rusk the south curb lane of McKinney, the east curb lane of Sampson and the east curb lane of Scott would be signed and marked as a diamond lane. No exclusive lane would be established on Delano because physical

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conditions at the Rusk and McKinney intersections would essentially require buses to travel in the single, general traffic lane next to the centerline.

From Polk Street to the end of the line on Griggs Road at Beekman Road, the LPA alignment would consist of a bi-directional fixed guideway located within or along the side of a public roadway. The fixed guideway would comprise one exclusive transit-only lane in each direction and would be configured in accordance with LRT grade and curvature requirements for future conversion to LRT.

On Scott between Polk and Wheeler and on Martin Luther King Boulevard and Griggs between Wheeler and Beekman Road the alignment and station locations would be the same as defined under the BRT Convertible Alternative. The street modifications in these two segments would also be the same, except at the IH-45 bridge crossing on Scott Street. Under the LPA the street would not be lowered to accommodate overhead traction power wiring. On Wheeler, between Scott and Calhoun, the guideway would be located in an exclusive right-of-way along the north side of the street from east of Scott to a point between Cullen Boulevard and Rockwood. There it would transition across Wheeler Street into an exclusive right-of-way along the south side and would continue east to Calhoun Road where it would turn south at-grade in the median of Martin Luther King Boulevard and follow the alignment defined in the LRT alternative to the end of the line at Beekman road.
Attachment C

The proposed project, known as the Intermodal Project (IT), is located within the City of Houston in Harris County, Texas. It involves the development of a multi-modal, multi-use, multi-story transit facility north of Downtown Houston. METRO Solutions, the region’s comprehensive transit plan, identifies the IT as one of numerous mobility enhancements recommended to improve intermodal connectivity for current and future transportation improvement projects. The proposed facility would act as a major hub for METRO’s service area, enabling residents, visitors and workers to easily transfer between the different modes of transit.

The project area consists of approximately 72 acres, with approximately 43 acres within the 100- and 500-year floodplains of the White Oak Bayou. A major portion of the western half of the project area includes UH-Downtown’s remote parking lots. The land is relatively undeveloped, containing large paved and unpaved parking lots and very few buildings. The remaining portion is bisected by the UPRR and consists of several commercial warehouses and abandoned industrial structures formerly associated with rail activity. The Near Northside residential area is located north of Burnett Street adjacent to the project area. The UPRR rail line currently bisects the Project Area and would intersect with the proposed Main Street Light Rail Transit (LRT) line extension and the proposed North Corridor Guided Rapid Transit (GRT).

The proposed facility would be designed to house passenger waiting and transfer facilities for the existing and projected volume of local buses that serve the immediate area (4 bus bays). It would also provide access to LRT and GRT platforms; bicycle storage facilities; and passenger and driver amenities, including parking, public restrooms, retail and concessions. Improvements to several surrounding roads would be required to provide safe and convenient access for buses and the traveling public.

The proposed project is located in the Near Northside neighborhood of downtown Houston. It is centered at the junction of the Union Pacific Railroad (UPRR) and Main Street, approximately 1,600 feet north of IH 10. In general, the project area is bounded by the UPRR, Keene Street, Harrington Street and Burnett Streets on the north; Hardy Road on the east; IH 10/US 90 on the south; and White Oak Bayou on the west. The project area is defined as the general vicinity where the IT would be located. The project footprint covers the areas that would be disturbed by construction activities associated

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with the IT, such as buildings, roadways, track relocation and other infrastructure improvements.

The proposed facility would be constructed adjacent to METRO Solutions’ proposed North Corridor, which includes two elements: the extension of LRT from the University Station to a proposed Station off of Burnett Street and the implementation of GRT serving destinations north of the station. The proximity of the proposed IT at this location would provide an enhanced interface with these and other future modes of transportation.

vicinity where the IT would be located, as well an area that allows for potential joint use development to occur. The proposed project footprint would be located within these general limits.

The terminal complex will consist of several components. The METRO Bus Transit Center, located on the northeast quadrant of the site, consists of four bus passenger bays to be utilized by five METRO local routes and paratransit services. Two 300-foot platforms intended to serve GRT passengers will be located a short distance from the local bus bays, directly adjacent to the first floor of the bus headhouse, which is a two-story, partially-enclosed structure providing waiting areas and pedestrian connections to other upper level facilities. The design of the transfer center includes a bus-only egress road which is an extension of Chestnut Street south of Burnett Street and a small on-grade parking area. This parking area is planned to allow for the development of up to ten additional bus bays for potential future use and an overhead deck that could accommodate a variety of uses associated with public- or private-sector development. Potential expansion of the transit center from four to 14 bays would be dependent on environmental clearance of a commuter rail line and a passenger station, and/or additional bus service at this site.

The upper level of the headhouse will include vertical circulation, access to LRT platforms, a waiting area and a retail area that can be accessed from the upper level as well as from the surrounding neighborhood and access to LRT platforms. Development within the retail area would be by others with METRO oversight.

An additional headhouse will be located on the northwest quadrant of the site. This will provide access between Burnett Street and the LRT platforms and will be designed to accommodate access to potential commuter rail. This headhouse would incorporate pedestrian access to the LRT platforms via the Grand Stair, elevators and escalators ascending from Burnett Street to the platform area. The LRT platform, which is part of METRO’s North Corridor study, will be located on a level above the existing freight rail tracks.

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1 Guided Rapid Transit (GRT) operates on its own dedicated right-of-way and is designed to not preclude future fixed guideway transit.

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A realignment of the existing freight rail tracks to the north of their present location to allow for the construction of the substructure and utility infrastructure required for the commuter rail platforms is planned.

Complete construction and utilization of the future commuter rail platforms would be dependent on environmental clearance of a future commuter rail line and a passenger station at this site.

The spatial relationship of the headhouses, market area and Grand Stair elements are envisioned to create a public, pedestrian-oriented area referred to as the “Great Space”. This circular area is intended to be the aesthetic focal point of the IT complex and would include a canopy structure partially enclosing the Great Space. The highest point of the roof structure would extend approximately 140 feet above the LRT platforms, located in the center of the Great Space. The LRT platforms would serve the North Corridor, oriented north-south across the diameter of the 400 foot circle. A covered pedestrian route would circumnavigate the entire Great Space. Pedestrian access to the Great Space would be at ground level from Burnett Street through the headhouses and Grand Stair, as well as the drop-off area accessed from “upper” Main.

Part of the Phase-I concept for the IT is to provide areas for priority development around the great space and above the headhouses. This secondary, joint development could enhance the overall project, providing additional opportunities for commuters and nearby neighborhood residents to access retail amenities. As currently envisioned, joint development would be pursued above the IT facility, such as the parking areas, bus bays and headhouses. This future development is conceptual and is not included as part of the transit facility.

The LRT platforms and the Great Space would be located above the existing grade; therefore, an “upper” Main Street would be constructed to provide access for private vehicles, taxis and shuttle vans to the LRT platforms and other facilities on the upper level. Through service for automobiles would not be provided on this portion of Main Street. The existing Main Street, including a re-constructed tunnel, would be realigned to accommodate through traffic along “lower” Main Street.

Short-term parking would be located in the bus transfer area and south of the existing UPRR. Up to 2,000 spaces provided in a combination of surface lots and/or parking structures would most likely be added in phases, based on changes in demand over time. Access to parking would be made available via “lower” Main Street and a parking access road perpendicular to “lower” Main beneath the reconstructed Naylor Street. Bicycle storage facilities would be available on site.

In addition to providing connections between transit modes and passenger amenities, the terminal buildings are configured to accommodate potential TOD uses.

Planning and facility design is being conducted so as not to preclude other transportation services at this site which may include: national passenger rail (Amtrak),

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airport shuttle buses, intercity buses and international buses. Any proposal to provide additional bus service would be subject to evaluation in a supplemental environmental assessment and further air quality conformity analyses. Any proposal to relocate Amtrak would be subject to separate environmental clearance.

Associated street improvements intended for circulation of local buses and SOV include the extension of San Jacinto Boulevard. The roadway could be extended to Burnett Street or, depending on traffic and safety analysis, may stop at Naylor Street. This road would be a four-lane divided roadway and would be a primary access point for local bus traffic and the potential future East End and Southeast GRT lines. If the street extension stops at Naylor Street, a new roadway would be a dedicated guideway for GRT and local buses only. The guideway would be constructed under the existing freight line. San Jacinto Boulevard could be extended to Burnett Street by Harris County to further enhance local circulation and provide an alternate route for future traffic exiting from the Hardy Toll Road extension.

To optimize bus access to the METRO transit center, Burnett Street would be reconstructed to become a four-lane divided street between Chestnut Street and Main Street. An additional drop-off lane would be provided to the east-bound lanes near the Grand Stair, headhouses and bus transfer center.

In order to accommodate through traffic, Main Street would need to be reconstructed. This new two-lane divided roadway would turn west approximately 100 feet north of IH 10 and would require the reconstruction of the Judge Alfred Hernandez Tunnel. The existing tunnel does not meet current safety standards for overhead clearance or sight distance. A new tunnel entrance would be located slightly west of the current entrance and would require slightly longer tunnel approach roadways. The new “upper” Main Street would be constructed as a four-lane divided roadway with the North LRT fixed guideway located within the median. Naylor Street, beginning at its intersection at-grade with the new San Jacinto Street, would be raised to meet the elevation of “upper” Main Street and would provide access to an elevated street grid that would also include two streets parallel to Main Street and a street parallel to Naylor Street.

Local bus routes and GRT circulation from the south would use the extended San Jacinto Boulevard and/or bus only guideway to access the bus transfer area and GRT platforms.
ATTACHMENT D
Attachment D.

North Area of Potential Effect (APE)

The project area covers an area just north of downtown Houston. It spans the portion of Houston commonly called the Northside and Near Northside, a section of mixed residential and commercial neighborhoods from Buffalo Bayou on the south to Northline Mall at East Crosstimbers Street and I-45 on the north. The east boundary is Maury Street and the west boundary is I-45. For the at-grade portions of the alignment the APE includes one parcel width along either side of the proposed alignment. At station locations, the APE includes the station location plus one block immediately surrounding the station location. For elevated portions of the alignment, the APE expands out to include properties located 200 feet from the centerline of the elevated segment.
Attachment E

Southeast Area of Potential Effect (APE)

The project area covers an area that extends from downtown Houston in southeast direction towards Palm Center. It is defined as the area bounded by I-45 on the east, US59/SH288 on the west and Griggs, east of Martin Luther King Boulevard to the south. For the at-grade portions of the alignment the APE includes one parcel width along either side of the proposed alignment. At station locations, the APE includes the station location plus one block immediately surrounding the station location. For elevated portions of the alignment, the APE expands out to include properties located 200 feet from the centerline of the elevated segment.
Attachment F

Intermodal Area of Potential Effect (APE)

The project area covers approximately 72 acres near downtown Houston, northeast of the I-45 and I-10 interchange. The area is bounded by Brooks and Burnett streets on the north, Chestnut and Main streets on the east, White Oak Bayou on the southwest and south, and Naylor Street and the Union Pacific rail line on the south.
ATTACHMENT G
## Attachment G

### Summary of Adverse Impacts to Historic Properties under the North Corridor LPA

<table>
<thead>
<tr>
<th>Address/Current Use</th>
<th>NRHP Status</th>
<th>Adverse Effect under Section 106</th>
<th>Result under Section 4(f)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2223 North Main Street (Commercial)</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>2330 North Main Street (Residential)</td>
<td>Eligible for listing in NRHP under Criterion C</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>2305 Freeman Street (Residential)</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>2319 Freeman Street (Residential)</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>617 Boundary Street (Residential)</td>
<td>Eligible for listing in NRHP under Criterion C</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>619 Boundary Street (Residential)</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>705 Boundary Street (Residential)</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>815 Boundary Street (Residential)</td>
<td>Eligible for listing in NRHP under Criterion C</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
<tr>
<td>618 Morris Street (Residential)</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in destruction of the property.</td>
</tr>
</tbody>
</table>

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### Attachment G

**Summary of Adverse Impacts to Historic Properties under the North Corridor LPA**

<table>
<thead>
<tr>
<th>Address/Current Use</th>
<th>NRHP Status</th>
<th>Adverse Effect under Section 106</th>
<th>Result under Section 4(f)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3906 Fulton Street</td>
<td>Contributing to Irvington Park eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in loss of access and acquisition of the property</td>
</tr>
<tr>
<td>(Residential)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>202 English Street</td>
<td>Contributing to Lindale Park eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in loss of access and acquisition of the property</td>
</tr>
<tr>
<td>(Residential)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>201 Sue Street</td>
<td>Contributing to Lindale Park eligible HD</td>
<td>Proposed fixed guideway alignment could result in destruction or removal of the property, change its use from residential to transportation, and/or might result in the sale or transfer of the property without sufficient conservation easements.</td>
<td>Proposed fixed guideway project will result in loss of access and acquisition of the property</td>
</tr>
<tr>
<td>(Residential)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T.R. Roosevelt</td>
<td>Proposed fixed guideway alignment could introduce a visual element that would obscure the property’s primary facade from viewing from the east side of the fixed guideway system.</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Elementary School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6700 Fulton Street</td>
<td>(Educational)</td>
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</table>

ATTACHMENT H
### Attachment H

**Properties for Which an Adverse Effect is Anticipated.**

<table>
<thead>
<tr>
<th>Address</th>
<th>Building #</th>
<th>Present Use</th>
<th>NRHP Status</th>
<th>Potential Adverse Effect under Section 106</th>
</tr>
</thead>
<tbody>
<tr>
<td>3505 Brentwood</td>
<td>270</td>
<td>Residential</td>
<td>Contributing element to the NRHP-</td>
<td>Proposed fixed guideway alignment could result in minor right-of-way acquisition along Scott Street</td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td>Eligible Third Ward East Historic District</td>
<td></td>
</tr>
<tr>
<td>3515 McGowen</td>
<td>268</td>
<td>Residential</td>
<td>Contributing element to the NRHP-</td>
<td>Realignment of McGowen Street will result in the acquisition and removal of this property</td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td>Eligible Third Ward East Historic District</td>
<td></td>
</tr>
<tr>
<td>3502-4 Tuam</td>
<td>247</td>
<td>Residential</td>
<td>Contributing element to the NRHP-</td>
<td>Proposed fixed guideway alignment could result in minor right-of-way acquisition along Scott Street</td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td>Eligible Third Ward East Historic District</td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENT I
## Properties for Which an Adverse Effect is Anticipated

<table>
<thead>
<tr>
<th>Address</th>
<th>Present Use</th>
<th>NRHP Status</th>
<th>Potential Adverse Effect under Section 106</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Quadrant of Daly Street and Tremtham Place (a)</td>
<td>Industrial Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of intermodal terminal and rail platforms could result in destruction or removal of the property</td>
</tr>
<tr>
<td>North Quadrant of Daly Street and Tremtham Place (b)</td>
<td>Industrial Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of intermodal terminal and rail platforms could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1101-1103 Naylor Street</td>
<td>Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of intermodal terminal on-grade parking facility could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1115 Naylor Street</td>
<td>Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of intermodal terminal on-grade parking facility could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1201 Naylor Street</td>
<td>Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of roadway configuration to accommodate through traffic could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1133 Providence Street</td>
<td>Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of roadway configuration to accommodate through traffic could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1134 Providence Street</td>
<td>Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of roadway configuration to accommodate through traffic could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1620 North Main Street</td>
<td>Warehouse</td>
<td>Contributing to Old Fifth Ward eligible HD</td>
<td>Proposed reconstruction of Main Street will require additional right-of-way to accommodate through traffic could result in destruction or removal of the property</td>
</tr>
<tr>
<td>421 North Main Street</td>
<td>Warehouse</td>
<td>Contributing to Warehouse eligible HD</td>
<td>Proposed construction of intermodal terminal on-grade parking facility could result in destruction or removal of the property</td>
</tr>
<tr>
<td>407 North Main Street</td>
<td>Warehouse</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed construction of intermodal terminal on-grade parking facility could result in destruction or removal of the property</td>
</tr>
<tr>
<td>1504 North Main Street</td>
<td>Warehouse</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of Main Street will require additional right-of-way to accommodate through traffic could result in destruction or removal of the property</td>
</tr>
<tr>
<td>Street Marker at NW corner of North Main and Harrington Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Street Marker at NE corner of North Main and Harrington Streets</th>
<th>Street Marker</th>
<th>Contributing to Old Fifth Ward Residential eligible HD</th>
<th>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Marker at SW corner of North Main and Harrington Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at NE corner of Harrington and North Main Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at NE corner of Brooks and Main Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
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<tr>
<td>Street Marker at NE corner of North Main and Brooks Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at SE corner of Walnut and Conti Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at SE corner of Conti and Walnut Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at SW corner of Keene and Harrington Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at NW corner of Brooks and Freeman Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at NE corner of Burnett and Everett Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
<tr>
<td>Street Marker at NW corner of Burnett and Gentry Streets</td>
<td>Street Marker</td>
<td>Contributing to Old Fifth Ward Residential eligible HD</td>
<td>Proposed reconstruction of roadway configuration to accommodate through traffic could result in destruction or removal of the property.</td>
</tr>
</tbody>
</table>
APPENDIX I
STATION AREA LAND USE