Appendix F
Section 4(f) Information
APPENDIX F – SECTION 4(f) INFORMATION
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LICENSE AGREEMENT
BETWEEN METRO AND HARRIS COUNTY
FOR TEMPORARY PUBLIC DOG PARK
(DANNY JACKSON BARK PARK)
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LICENSE AGREEMENT
(GOVERNMENTAL LICENSEE)

License No. 2500130

This License Agreement (the "Agreement") is entered into effective as of June 10, 2005 (the "Effective Date"), by and between METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS, a public body corporate and politic organized and existing under Ch. 451 TEX. TRANSPORTATION CODE ("Licensor"), and HARRIS COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas ("Licensee"), upon the following terms and conditions:

1. Beginning on the Effective Date of this License Agreement and continuing from day to day until terminated by either party as provided below, Licensor hereby consents to and permits Licensee to use, at Licensee’s sole expense and risk, that certain tract of real property (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, solely for the following purpose: temporary public dog park operated by Licensee. Licensee, and any employee, contractor, licensee or invitee of Licensee or other member of the general public entering the Property by, through or under Licensee’s rights hereunder, shall be considered a trespasser on the Property for any use of the Property other than the foregoing.

2. Without limiting anything contained in this Agreement, Licensee knowingly and voluntarily assumes any and all risks, known and unknown, which may arise from the use of the Property pursuant to this Agreement, and its right to use the Property is AS IS, WITH ALL FAULTS. Licensee specifically agrees that it will not seek reimbursement, damages or any other kind of compensation from Licensor, nor make any claims whatsoever against Licensor, and that Licensor shall have no liability to Licensee for any loss, cost, damages, bodily injuries or death.

3. Consideration for this Agreement and the license granted hereunder (collectively, the "License") to use the Property for the purposes indicated above consists of Licensee’s undertaking and performing all obligations of Licensee under the terms, provisions, covenants and conditions set forth herein at no cost to Licensor. This License is granted by Licensor to Licensee on such terms, provisions, covenants and conditions in the interest of interlocal governmental cooperation between the parties hereto, and Licensor acknowledges that Licensee’s operation and maintenance of the Property in accordance herewith assists Licensor’s governmental function of preserving the Property on an interim basis as part of a transit corridor for future development of Licensee’s transit project referred to in Exhibit C attached hereto. Accordingly, Licensor’s customary User Fees and all cash consideration are hereby expressly waived by Licensor.

4. The License may be terminated by either party hereto at will, at any time and for any reason or for no reason, upon ninety (90) days prior written notice to the other party. Unless Licensor gives Licensee its prior written consent to abandon in place any of
Licensee’s personality, fixtures, equipment, pavement, piping, lighting, excavations, fences and other buildings, structures or facilities on the Property (collectively, the “Personality”), no later than the date of such termination of the License, Licensee will, at no cost to Licensor, remove the Personality and restore the Property to the condition in which it existed prior to the Effective Date hereof, including but not limited to removal of subsurface foundations and refilling of excavations. No termination of the License shall release Licensee from any liability which may have attached or accrued, nor from any obligation contained in this Agreement, prior to the date of such termination.

5. Licensee shall have no right:

(a) to own, operate, maintain, or allow to exist any Personality of Licensee on the Property in an unsafe, unsightly, or dysfunctional condition nor in any other manner causing any material interference with the Licensor’s use and enjoyment of the Property;

(b) to maintain any of its Personality on the Property in a manner that does not comply with all applicable requirements of federal, state or municipal laws, regulations, codes, ordinances and governmental rules or judicial orders applicable thereto;

(c) to cause or permit any spill, release, emission or discharge of Hazardous Materials, as defined herein, on or from the Property caused by Licensee or its contractors, subcontractors, agents, or employees while in the course and scope of business or employment of or for Licensee, to remain on any of Licensor’s lands in such a manner as to cause the said Licensor’s lands to be in a condition other than the condition in which they existed immediately prior to such spill, release, emission or discharge of Hazardous Materials. As used herein, “Hazardous Material” means any waste, chemicals, materials or substances defined as hazardous materials, hazardous wastes, hazardous substances, contaminants, pollutants or toxic substances under any applicable health, safety or environmental law; or

(d) to cause or permit any public or private, temporary or permanent, nuisance to occur on the Property.

6. Licensee hereby releases Licensor from and against and hereby waives all claims against Licensor for all claims, suits, liabilities, damages, penalties, losses, costs and expenses (including reasonable attorneys’ fees incurred by Licensee in connection therewith) for any bodily injury or death or damage or destruction of any property of Licensee arising directly or indirectly out of the use of the Property pursuant to this License, or any violation or breach of this License, by Licensee.

7. Intentionally deleted.

8. This License is personal to Licensee and the consideration provided for herein is accepted by Licensor solely in recognition of intergovernmental cooperation with Licensee
specifically, and no other public or private person or entity. Accordingly, this License shall not be assigned or transferred, in whole or in part, by Licensee. Licensee will not grant or permit encumbrances or mechanics' liens to be placed upon the Property or the License. Any attempted assignment, pledge, or transfer in violation of this paragraph shall be void. Licensor shall continue to possess and enjoy all ownership rights in and to the Property, and Licensee acknowledges that Licensee has no leasehold, easement or other interest in real property as to the Property. Licensor shall have the right to enter upon the Property at all times, and for any reason. The License granted herein is non-exclusive.

9. **This Agreement contains the special provisions set forth in Exhibit C attached hereto, all of which are incorporated herein and made a part hereof for all purposes by reference thereto.**

10. Any notice, consent or other communication required or permitted by this Agreement shall be in writing and shall be deemed sufficiently given if delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the address provided below for each party, or to any other address as either party may hereafter advise the other party in accordance with this paragraph. Any such notice, consent or communication shall be deemed to have been given as of the date so delivered, if delivered personally, or two (2) business days after the date the same is deposited in the United States mail.

11. No waiver by Licensor of any provision of this Agreement shall be effective unless in a written document duly signed by both parties hereto, and no such waiver shall constitute a waiver of any other provision or a subsequent breach of the same provision. No amendment to this License shall be effective unless and until set forth in a written document and duly signed by both parties. This License is not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it create or grant any rights regarding any real property outside of the Property.

[Remainder of this page intentionally left blank; signature page follows.]
EXECUTED in multiple counterpart originals effective as of the Effective Date.

"METRO"

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

By: ______________________________
Name: Frank J. Wilson
As Its: President and CEO

Address: 1900 Main Street, 9th Floor
Houston, TX 77002
Attn: Vice President, Real Estate

"COUNTY"

HARRIS COUNTY, TEXAS

By: ______________________________
Robert Eckels, County Judge

Address: 1001 Preston Street
Suite 911
Houston, Texas 77002

With a copy to
1001 Preston Street
Suite 924
Houston, Texas 77002
Attn: Commissioner, Pct. 3

Approved as to form:

Mike Stafford
County Attorney

By: ______________________________
Assistant County Attorney

HOU:2455272.5
EXECUTED in multiple counterpart originals effective as of the Effective Date.

“METRO”

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

By: [Signature]
Name: Frank Wilson
As its: President and CEO

Address: 1900 Main Street, 9th Floor
Houston, TX 77002
Attn: Vice President, Real Estate

“COUNTY”

HARRIS COUNTY, TEXAS

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Address: 1001 Preston Street
Suite 911
Houston, Texas 77002

With a copy to
1001 Preston Street
Suite 924
Houston, Texas 77002
Attn: Commissioner, Pct. 3

Approved as to form:

Mike Stafford
County Attorney

By: [Signature]
Name: Assistant County Attorney
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land, containing approximately 5.5 acres of land, more or less, located in Harris County, Texas, and being out of that certain tract of land commonly known as the Westpark Corridor, described in instrument filed for record under County Clerk’s File No. P023668, Real Property Records, Harris County, Texas, and said out-parcel being more particularly described as follows:

A tract of land, 100 ft. wide and approx. 2,400 ft. long, beginning at the Westerly right of way line of Newcastle Drive and extending westward to the Easterly right of way line of West Loop South (including the northbound frontage road thereof).
EXHIBIT B

Intentionally deleted.
EXHIBIT C

SPECIAL PROVISIONS TO LICENSE AGREEMENT

The following special provisions are hereby made a part of the foregoing License Agreement. All capitalized terms used herein shall have the definitions set forth in the foregoing License Agreement for such terms.

1. Licensee hereby acknowledges, stipulates and agrees that (i) the Property is a portion of Licensor’s transit corridor, (ii) as of the Effective Date hereof Licensor is planning to develop a transit project in the Westpark Corridor (as referred to in Exhibit A attached to this Agreement), including but not limited to the Property, within the next two (2) to five (5) years after the Effective Date, (iii) the License will be terminated by Licensor within the next two (2) to five (5) years after the Effective Date in connection with commencement of work by or on behalf of Licensor relating to the development of such transit project, (iv) any excavations, pavement, fences, structures (including subsurface foundations and structures) and other Personality installed or constructed on the Property will interfere with Licensor’s transit project and transit facilities and shall be removed by Licensee no later than the 90th day following notice of termination, and (v) Licensee’s right to use the Property as a type of public park is temporary in nature and is expressly made subject to Licensor’s right to terminate this License.

2. No later than thirty (30) days after either party hereto gives (or is deemed to have given) its 90-day notice of termination to the other party hereto, Licensee shall close the Property to the public and prohibit any further use of the Property for the purpose permitted in Section 1 of this Agreement; and no later than the termination date specified in such 90-day termination notice, Licensee shall complete the removal of all Personality (including but not limited to any subsurface foundations installed by Licensee) from the Property and the restoration of the Property (including but not limited to the removal of any pavement and refilling, compacting and resurfacing any excavations therein installed by Licensee) to the condition in which it existed prior to the Effective Date.

3. This License is granted subject to all easements, leases, licenses, agreements and other matters in existence in or on the Property as of the Effective Date, appearing of record in Harris County, Texas, visible on the ground, or of which Licensor has given Licensee notice, including but not limited to the unrecorded licenses and agreements affecting the Property listed in Exhibit D attached hereto. Licensee shall not damage or interfere with, or permit any employee, contractor, licensee or invitee of Licensee or any other members of the general public entering the Property pursuant to the License to damage or interfere with, the rights and facilities of such pre-existing easements, licenses and other matters.

4. Licensee shall at all times keep the entire Property enclosed by fences with double-gated entries; provided, however, that where at-grade public or private streets or driveways cross the Property, no fences or gates shall be permitted to cross such streets, and the portion of the Property on each side of any such street or driveway shall be enclosed by such fences. All Personality, including but not limited to all gates, fences and pavement,
shall be wheelchair accessible and otherwise compliant with all requirements of the Americans with Disabilities Act.

5. Licensee shall have exclusive responsibility for operating and maintaining the Property in a safe and prudent manner, at no cost to Licensor, in furtherance of which obligation, Licensee shall adopt, post and publicize, and consistently enforce reasonable rules relating to the use of the Property as a temporary public dog park, including but not limited to rules protecting the health, safety and property of the persons and animals using the Property, the health, safety and property of the owners of land abutting the Property, and the sanitation and environmental compliance of the Property.

6. Notwithstanding the last sentence of Section 5 of the foregoing License Agreement, Licensor and Licensee each hereby expressly stipulates, acknowledges and agrees that the Property will be used as a temporary public dog park and that it is expected that animal wastes will be deposited and temporarily stored on the Property; provided, however, that Licensor’s agreement to allow the foregoing is conditioned upon Licensee’s express obligation, at its sole cost and expense, to (i) install and stock on a daily basis dispensers of bags or other means for human users of the Property to collect animal waste, (ii) install and thereafter clean out on a daily basis receptacles for the disposal of animal waste, (iii) police the grounds of the Property on a daily basis and otherwise take all measures reasonably necessary to avoid the accumulation of animal waste on the Property, to avoid the release of animal waste into any ditches or other watercourses or onto any property adjacent to the Property and to avoid offensive odors developing on or emanating from the Property.

7. Licensor shall install signage on the Property that shall (i) recognize Licensor and Licensee’s joint cooperation in providing and developing the Property as a public dog park, (ii) post Licensee’s rules relating to the use of the Property, as described in Section 5 of this Exhibit C, and (iii) provide that any complaints, questions or other comments relating to the maintenance, repair, operation or use of the Property, and any notice of emergencies occurring on or around the Property, shall be directed to Licensee or third persons but not to Licensor.

8. Licensee shall be permitted to plant trees and other landscaping on the Property provided that all such trees and landscaping (including root balls) are removed from the Property as required by Section 2 of this Exhibit C.

9. In any fiscal year of Licensee after the Effective Date, if Licensee fails to appropriate adequate funding for its full and timely performance of all of its obligations hereunder, Licensor shall have the right to deem such failure to appropriate funds to be a 90-day notice of termination hereunder by Licensee.
EXHIBIT D

UNRECORDED LICENSES AND AGREEMENTS

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Newcastle Drive, West ROW Line, Milepost 6.4702 (approx.)

West Loop South, East ROW Line, Milepost 7.0005 (approx.)
THE STATE OF TEXAS

COUNTY OF HARRIS

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of __________ 2005, with the following members present, to-wit:

Robert Eckels  County Judge
El Franco Lee  Commissioner, Precinct No. 1
Sylvia R. Garcia  Commissioner, Precinct No. 2
Steve Radack  Commissioner, Precinct No. 3
Jerry Eversole  Commissioner, Precinct No. 4

and the following members absent, to-wit: ____________________, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LICENSE AGREEMENT BETWEEN METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS AND HARRIS COUNTY, FOR A DOG PARK LOCATED IN HARRIS COUNTY, TEXAS

Commissioner __________ Radack __________ introduced an order and made a motion that the same be adopted. Commissioner __________ Eversole __________ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Judge Robert Eckels  Yes
Comm. El Franco Lee  Yes
Comm. Sylvia R. Garcia  Yes
Comm. Steve Radack  Yes
Comm. Jerry Eversole  Yes

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Harris County is desirous of operating the premises located in the vicinity of Westpark in Harris County, Texas as a dog park; and

WHEREAS, Metropolitan Transit Authority of Harris County, Texas, is desirous of licensing the premises to Harris County for use as a dog park;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1: The recitals set forth in this Order are true and correct.

Section 2: The Harris County Judge is hereby authorized to execute for and on behalf of Harris County a License Agreement by and between Metropolitan Transit Authority of Harris County, Texas, and Harris County, said License Agreement being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.
Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Section 4: The prior order of the Court dated May 10, 2005 authorizing a lease of the property by Harris County is superseded by this order and such prior order is declared null and void.
PEGGY’S POINT PLAZA PARK
INTERSECTION LAYOUT
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HISTORIC SURVEY FORMS
FOR THE CONTRIBUTING HISTORIC STRUCTURES
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### Project Information

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**County**: Harris

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**City**: Houston

**Current Name(s)**  
** Historic Name(s)**

**Current Designations:**
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- NR District, Status: [ ]
- RTHL
- HTC
- SAL
- Local
- NHL

**Construction Date**: 1930

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**Actual**: [ ]
**Source**: Tax Appraiser

**Modified, Dates**: 0

**Current Functions**: DOMESTIC-Single Dwelling

**Historic Functions**: DOMESTIC-Single Dwelling

**Architectural Description**:

**Stylistic Influences**: AMERICAN-Other  
**National Folk**

**Architect**:  
**Builder**:  

**Significance Summary**:

Located within the NRHP eligible historic district identified as the Third Ward Historic District and is considered contributing to this historic district.

**NR Criteria Met**: [ ] A  
[ ] B  
[ ] C  
[ ] D

**Integrity**:  
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- Design
- Materials
- Workmanship
- Setting
- Feeling
- Association

**Notes**:  

**NR Eligibility**: Individually: No  
Potential District: Yes  
** Status**: Undetermined

**Recorded By**: Susan Lassell, Jan Root

**Date Recorded**: 8/9/2006

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Architectural Description:

Stylistic Influences:

- AMERICAN-Other
- National Folk

Architect:  
Builder:

Significance Summary:

Located within the NRHP eligible historic district identified as the Third Ward Historic District and is considered contributing to this historic district.

NR Criteria Met:  

A  B  C  D

Integrity:  

Location  Design  Materials  Workmanship  Setting  Feeling  Association

Notes:  

NR Eligibility:  

Individually:  No  
Potential District:  Yes  
Status:  Undetermined

Recorded By:  Susan Lassell, Jan Root  
Date Recorded:  8/9/2006  
Primary Image ID:  4588
**Project #** 1  
**Property #** 0597  
**Property Type** Building  
**County** Harris

**Address** 3101 Richmond Ave.  
**City** Houston

**Current Designations:**
- [ ] NR  
- [ ] NR District, Status:
- [ ] RTHL  
- [ ] HTC  
- [ ] SAL  
- [ ] Local  
- [ ] NHL

**Construction Date:** 1964  
**Actual Source:** Tax Appraiser  
**Modified, Dates:** 0

**Current Functions:** COMMERCE-Business  
**Historic Functions:** COMMERCE-Business

**Architectural Description:**

**Stylistic Influences:** MODERN-International

**Significance Summary:**
Located within the NRHP eligible historic district identified as the Richmond Avenue Metropolitan Commercial Historic District and considered contributing to this historic district.

**NR Criteria Met:** [ ] A  
[ ] B  
[✓] C  
[ ] D

**Integrity:**  
- [ ] Location  
- [ ] Design  
- [ ] Materials  
- [ ] Workmanship  
- [ ] Setting  
- [ ] Feeling  
- [ ] Association

**Notes:**

**NR Eligibility:**  
- Individually: No  
- Potential District: Yes  
- Status: 

**Recorded By:** Susan Lassell, Jan Root  
**Date Recorded:** 3/6/2007  
**Primary Image ID:** 0587
3311 Richmond Ave.

Current Designations:
- NR
- NR District, Status: [ ]
- RTHL [ ]
- HTC [ ]
- SAL [ ]
- Local [ ]
- NHL [ ]

Construction Date: 1962

Current Functions: COMMERCE-Business

Historic Functions: COMMERCE-Business

Architectural Description:

Stylistic Influences: MODERN-International

Significance Summary:
Located within the NRHP eligible historic district identified as the Richmond Avenue Metropolitan Commercial Historic District and considered contributing to this historic district.

NR Criteria Met: [ ] A [ ] B [ ] C [ ] D

Integrity: [ ] Location
[ ] Design
[ ] Materials
[ ] Workmanship
[ ] Setting
[ ] Feeling
[ ] Association

Notes:

NR Eligibility: Individually: No
Potential District: Yes
Status:

Recorded By: Susan Lassell, Jan Root
Date Recorded: 3/6/2007
Primary Image ID: 0593-0594
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**Architectural Description:**

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<tbody>
<tr>
<td>Susan Lassell, Jan Root</td>
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The Sandman Building incorporates modernistic values in its use of horizontal lines, plate glass windows, and clean lines in the streamlined Art Moderne style with aspects of the International style shown in its form and materials. The building is unusual in its use of materials, ranging from glass and metal to long Roman bricks and corrugated metal on the upper floor. The vertical element composed of Roman bricks and divides the long side of the building in half, demarking change of exterior elements: to the left of the brick are retail shops and to the right are more office-type storefronts.

The Sandman Building is significant under Criterion C in Architecture as a distinctive example of retail Modern construction and retains its integrity of association, design, feeling, location, and workmanship, along with sufficient integrity of materials and setting and is therefore recommended eligible for the National Register.
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**Current Designations:**

- [ ] NR
- [ ] NR District, Status:
- [ ] RTHL
- [ ] HTC
- [ ] SAL
- [ ] Local
- [ ] NHL

**Construction Date:**

- 1920
- [x] Est
- [ ] Actual
- Source: Style/Construction
- [ ] Modified, Dates: 0

**Current Functions:**

- DOMESTIC-Multiple Dwelling

**Architectural Description:**

- AMERICAN-Commercial Style

**Stylistic Influences:**

**Significance Summary:**

- Third Ward South Historic District

**NR Criteria Met:**

- [x] A
- [ ] B
- [ ] C
- [ ] D

**Integrity:**

- [ ] Location
- [ ] Design
- [ ] Materials
- [ ] Workmanship
- [ ] Setting
- [ ] Feeling
- [ ] Association

**NR Eligibility:**

- Individually: No
- Potential District: Yes
- Status: 

**Recorded By:** Kurt Korfmacher, John Ca

**Date Recorded:** 8/25/2008

**Primary Image ID:** 6492
Project #: 1  Property #: 0723  Property Type: Building  County: Harris

Address: Bounded by Tierwester, Cleburne, Briley, Truxillo, Burkett, & Winbe  City: Houston

Current Name(s): Cuney Homes  Historic Name(s): (Colored) US Housing Authority Project

Current Designations:
- [ ] NR
- [ ] NR District, Status:
- [ ] RTHL
- [ ] HTC
- [ ] SAL
- [ ] Local
- [ ] NHL

Construction Date: 1938  Est: Yes  Actual Source: Other  Modified, Dates: 0

Current Functions: DOMESTIC-Multiple Dwelling  Historic Functions: DOMESTIC-Multiple Dwelling

Architectural Description:

Stylistic Influences: MODERN-International

Architect: Stayton Nunn-Milton McGinty, MacKie & Kamra  Builder:

Significance Summary:
Cuney Homes housing project is significant at the local level under Criterion A in the area of Development of the Third Ward and in the area of Segregation as the first housing project development opened by the Houston Housing Authority in 1938.

NR Criteria Met: √ A  √ B  √ C  √ D

Integrity: √ Location  √ Design  √ Materials  √ Workmanship  √ Setting  √ Feeling  √ Association

Notes: This property was identified as part of the African-American Heritage in the Third Ward Multiple Property Submission.

NR Eligibility: Individually: Yes  Potential District: Yes  Status: Undetermined

Recorded By: Kurt Korfmacher, Leslie W  Date Recorded: 12/5/2007

Primary Image ID: 5786
MEMORANDUM OF AGREEMENT
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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 UNIVERSITYCORRIDOR FIXED GUIDEWAY PROJECT IN
HOUSTON, TEXAS
December, 2008

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 University Corridor Fixed Guideway Project (University Corridor or Project), which is located in Houston, Texas; and

WHEREAS, the University Corridor consists of the construction of a east-west Light Rail Transit (LRT) project extending approximately 11.3 miles east from the Hillcroft Transit Center to the Eastwood Transit Center within the City of Houston, Harris County, Texas. A more detailed description of the University Corridor alignment is set forth in Attachment A 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 National Historic Preservation Act of 1966, as amended, 16 USC § 470(f), and pursuant to 36 CFR 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 University Corridor’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 and Final Determination of Effects Report dated December 12, 2008, to be the designated area shown in Attachment B; and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that various properties located within the APE for the University Corridor are considered eligible for listing in the National Register of Historic Places, either individually or as contributing elements of a historic district, 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 University Corridor will have an effect on historic properties within the boundaries of the University Corridor APE; and have consulted with the SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, (16 USC § 470(f)); and

University Corridor Project
Memorandum of Agreement Page 1
WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that the University Corridor alignment set out in Attachment A will have an adverse effect on the historic properties listed in the Final Determination of Effects Report dated December 12, 2008, shown in Attachment C, and further, whereas the Parties have developed measures outlined in the Stipulations below to reduce or mitigate the identified adverse effects of the University Corridor pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, as amended (16 USC § 470); and

WHEREAS, METRO has compiled a Multiple Property Submittal documentation package entitled “The African-American Heritage of the Third Ward”; 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 notified the Advisory Council on Historic Preservation (Council) that the Project will have an adverse effect, and the Council has chosen not to participate in the Section 106 consultation; and

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

NOW, THEREFORE, FTA, METRO, and the SHPO agree that the following measures and stipulations shall be implemented 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 Project:

I. UNIVERSITY 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

University Corridor Project
Memorandum of Agreement Page 2
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 for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (U.S. Department of the Interior, National Park Service, 1995 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 II.D.

B. As part of the mitigation for contributing properties in the Third Ward affected by the separate Southeast Corridor Fixed Guideway Project, by agreement between the FTA, METRO and the SHPO executed in June 2008, METRO conducted the necessary research and prepared a Multiple Property Nomination submittal for the Third Ward West entitled "The African American Heritage of the Third Ward". By mutual agreement between METRO and the SHPO, this documentation is considered sufficient to mitigate the adverse effects of the University Corridor Project on historic properties contributing to the Third Ward West Historic District, listed in Attachment C. METRO has submitted the Multiple Property Nomination to the SHPO, who confirmed that the Multiple Property Nomination fulfills the intent and specific requirements of this and the aforementioned agreement between METRO and the SHPO. METRO and FTA shall have no further responsibility with respect to the Package.

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

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

II. ADMINISTRATIVE STIPULATIONS

A. Definition. For the purposes of this Agreement the terms "Party" or "Parties" mean 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 Agreement 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 University Corridor that will affect historic properties without first affording the Parties of this Agreement the opportunity to review the proposed change and determine whether it shall require that this Agreement be amended. If one or more such Party determines that an amendment is needed, the Parties to this Agreement 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 University Corridor 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 University Corridor. Stipulations D.1(ii), D.2(ii) and D.3(ii) clarify 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 not previously raised as a concern.

III. 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 and unanticipated archeological discoveries during construction.

IV. DURATION

This Agreement shall continue throughout the development and implementation of the Project. 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 VII 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 Agreement pursuant to Stipulation VII, below.

V. 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.

VI. 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 Agreement 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 § 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 Agreement, 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 Agreement.

C. FTA’s responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. FTA shall notify METRO and SHPO of its decision in writing before implementing that portion of the Project subject to dispute under this stipulation. FTA’s decision will be final.

VII. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this Agreement, 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 Agreement 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 Agreement, any signatory may terminate the Agreement in accordance with Stipulation IX below. Notwithstanding the foregoing, changes in technology and design refinements of a minor nature may be accomplished, at the discretion of the Parties, through a letter agreement signed by all the Parties.

VIII. TERMINATION

If the Agreement is not amended following the consultation set out in Stipulation VII, 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 agreement 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 Project, and implementation of its terms constitutes evidence that METRO has taken into account the effects of these Project on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES TO MEMORANDUM OF AGREEMENT

FEDERAL TRANSPORT ADMINISTRATION

BY: [Signature] DATE: 12/12/08

Robert C. Patrick
Regional Administrator, Region VI

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

BY: [Signature] DATE: 1/7/09

Frank J. Wilson
President & Chief Executive Officer

TEXAS STATE HISTORIC PRESERVATION OFFICER

BY: [Signature] DATE: 2/1/09

F. Lawerence Oaks
State Historic Preservation Officer

University Corridor Project
Memorandum of Agreement Page 7
The University Corridor is an east-west project located near Downtown Houston. The proposed project extends approximately 11.3 miles east from the Hillcroft Transit Center to the Eastwood Transit Center within the City of Houston, Harris County, Texas. The proposed action is the implementation of high capacity transit service in the form of light rail transit (LRT) within the University Corridor. The LRT is generally proposed to be at grade in City of Houston street right-of-way and METRO-owned Westpark right-of-way with limited sections of elevated structure. The logical termini for the project are from Hillcroft Transit Center to the Eastwood Transit Center. Though planned as a part of an integrated transit system, the proposed project exhibits independent utility without the benefits of the implementation of other programmed fixed guideway service. The proposed project has independent utility because the project would function as a usable LRT line, does not require the implementation of other fixed guideway projects to operate, and would not restrict the consideration of alternatives for other foreseeable transportation improvements. The University Corridor could provide connections with the planned Southeast LRT Line, the METRORail Red Line, and the planned Uptown/Galleria LRT Line.
Attachment B

University Corridor Area of Potential Effect (APE)

The project area covers an 11.3-mile corridor near downtown Houston, from the University of Houston to the Uptown/Galleria area. The project area is bound by Calhoun Street on the east, Chimney Rock Road on the west, Westheimer Road on the north and Bissonnet Road on the south.

The project area west of Main Street includes residential neighborhoods dating from the early 20th century, retail commercial development and office commercial developments. The southern alternative alignment and cross-over alternatives closely relate to the U.S. 59 Southwest Freeway and associated industrial/commercial/residential development.

The project area located southeast of downtown Houston and known as Third Ward, was one of the earlier African-American communities formed after the emancipation of slaves on June 19, 1865. Although primarily a residential area, businesses and institutions also developed here. It is the home of Texas Southern University, the first state-supported institution in the City of Houston and the first to house a law school for African-Americans (http://www.tsu.edu/about/history/). Four other institutes of higher learning, Rice University (1912), the University of Houston – central campus (1927), St. Thomas University (1945), and the Houston Community College – central campus (1971) are also located in this project area. Another institution to develop in this area is the Houston Negro Hospital. Officially opened in July 1926, it was the first nonprofit hospital for African-American patients in Houston and allowed admitting privileges for African-American doctors. Closely related to the hospital was the Houston Negro School of Nursing, which opened in 1931, but closed by 1935 due to the lack in the number of patients (TSHA). Emancipation Park is also located in the project area and is one of the city's earliest parks. Donated in 1872 by prominent African-American civic leader, the Reverend Jack Yates and other former enslaved people, it was purchased as a site for Juneteenth celebrations and is still in use today.

The APE will include adjacent parcels of at-grade project activities, parcels within 200 feet of grade-separated locations, and one block in all directions surrounding station locations.
ATTACHMENT C
## ATTACHMENT C

Summary of Adverse Impacts to Historic Properties under the LPA

<table>
<thead>
<tr>
<th>Address/Current Use</th>
<th>NRHP Status</th>
<th>Description of Effects under Section 106</th>
</tr>
</thead>
<tbody>
<tr>
<td>3525 Attucks Street (#0724), Residential</td>
<td>Contributing to the Third Ward West Historic District</td>
<td>The LPA alignment will result in demolition of the structures on the property.</td>
</tr>
<tr>
<td>3528 Canfield Street (#0725), Residential</td>
<td>Contributing to the Third Ward West Historic District</td>
<td>The LPA alignment will result in demolition of the structures on the property.</td>
</tr>
<tr>
<td>3526 Napoleon Street (#0726), Residential</td>
<td>Contributing to the Third Ward West Historic District</td>
<td>The LPA alignment will result in demolition of the structures on the property.</td>
</tr>
<tr>
<td>3527 Napoleon Street (#0727), Residential</td>
<td>Contributing to the Third Ward West Historic District</td>
<td>The LPA alignment will result in demolition of the structures on the property.</td>
</tr>
<tr>
<td>3717 Alabama Street (#0020), Residential</td>
<td>Contributing to the Third Ward West Historic District</td>
<td>The LPA alignment will result in demolition of the structures on the property.</td>
</tr>
</tbody>
</table>

Source: Hicks & Company, September 2008

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1 Mitigation for these contributing properties has been addressed as described in I.B of this MOA.
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AMENDED

MEMORANDUM OF AGREEMENT
AMENDED
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 UNIVERSITYCORRIDOR FIXED GUIDEWAY PROJECT IN
HOUSTON, TEXAS
March 2009

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 University Corridor Fixed Guideway Project (University Corridor
or Project), which is located in Houston, Texas; and

WHEREAS, this Amended Memorandum of Agreement (Amended MOA) is necessitated by
changes to the University Corridor that avoid adverse impacts to historic resources; and,

WHEREAS, the FTA and METRO have followed the stipulations in the original MOA of
December 2008 from the date of its execution to the effective date of this Amended MOA; and,

WHEREAS, the Amended MOA supersedes the original MOA of December 2008 in its
entirety; and,

WHEREAS, the University Corridor consists of the construction of a east-west Light Rail
Transit (LRT) project extending approximately 11.3 miles east from the Hillcroft Transit Center
to the Eastwood Transit Center within the City of Houston, Harris County, Texas. A more
detailed description of the University Corridor alignment is set forth in Attachment A 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
National Historic Preservation Act of 1966, as amended, 16 USC § 470(f), and pursuant to 36
CFR 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 University Corridor’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 and Final Determination of Effects Report dated December 12, 2008,
to be the designated area shown in Attachment B; and

WHEREAS, the FTA and METRO, in consultation with the SHPO, have determined that
various properties located within the APE for the University Corridor are considered eligible for
listing in the National Register of Historic Places, either individually or as contributing elements of a historic district, 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 University Corridor will have an effect on historic properties within the boundaries of the University Corridor APE; and have consulted with the SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, (16 USC § 470(f)); and

WHEREAS, METRO has compiled a Multiple Property Submittal documentation package entitled “The African-American Heritage of the Third Ward”; 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 notified the Advisory Council on Historic Preservation (Council) that the Project will have an effect, and the Council has chosen not to participate in the Section 106 consultation; and

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

WHEREAS, METRO has participated with the FTA in the consultation with the SHPO and has been invited to concur in the Amended 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 Project; and

NOW, THEREFORE, FTA, METRO, and the SHPO agree that the following measures and stipulations shall be implemented 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 Project:

I. UNIVERSITY 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 for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (U.S. Department of the Interior, National Park Service, 1995 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 II.D.

B. As part of the mitigation for contributing properties in the Third Ward affected by the separate Southeast Corridor Fixed Guideway Project, by agreement between the FTA, METRO and the SHPO executed in June 2008, METRO conducted the necessary research and prepared a Multiple Property Nomination submittal for the Third Ward West entitled “The African American Heritage of the Third Ward”. By mutual agreement between METRO and the SHPO, this documentation is considered sufficient to mitigate the effects of the University Corridor Project on historic properties contributing to the Third Ward West Historic District. METRO has submitted the Multiple Property Nomination to the SHPO, who confirmed that the Multiple Property Nomination fulfills the intent and specific requirements of this and the aforementioned agreement between METRO and the SHPO. METRO and FTA shall have no further responsibility with respect to the Package.

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

D. No historic property or contributing element will be adversely affected by the project. Should changes to the University Corridor design change the previously reported affects on historic properties or elements, METRO shall coordinate with FTA and SHPO as stated in Stipulation II.C.

II. ADMINISTRATIVE STIPULATIONS

A. Definition. For the purposes of this Agreement the terms “Party” or “Parties” mean 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 Agreement 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 University Corridor that will affect historic properties without first affording the Parties of this Agreement the opportunity to review the proposed change and determine whether it shall require that this Agreement be amended. If one or more such Party determines that an amendment is needed, the Parties to this Agreement 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 University Corridor 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 University Corridor. Stipulations D.1(ii), D.2(ii) and D.3(ii) clarify 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 not previously raised as a concern.

III. 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 and unanticipated archeological discoveries during construction.

IV. DURATION

This Agreement shall continue throughout the development and implementation of the Project. 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 VII 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 Agreement pursuant to Stipulation VII, below.

V. 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.

VI. 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 Agreement 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 § 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 Agreement, 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 Agreement.

C. FTA’s responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. FTA shall notify METRO and SHPO of its decision in writing before implementing that portion of the Project subject to dispute under this stipulation. FTA’s decision will be final.

VII. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this Agreement, 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 Agreement 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 Agreement, any signatory may terminate the Agreement in accordance with Stipulation IX below. Notwithstanding the foregoing, changes in technology and design refinements of a minor nature may be accomplished, at the discretion of the Parties, through a letter agreement signed by all the Parties.

VIII. TERMINATION

If the Agreement is not amended following the consultation set out in Stipulation VII, 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 agreement 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 Amended Memorandum of Agreement by FTA, METRO and SHPO, the submission of documentation and filing of this Amended Memorandum of Agreement with the Council pursuant to 36 CFR § 800.6(b)(1)(iv) prior to FTA’s approval of the Project, and implementation of its terms constitutes evidence that METRO has taken into account the effects of these Project on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES TO AMENDED MEMORANDUM OF AGREEMENT

FEDERAL TRANSIT ADMINISTRATION

BY: [Signature]
Robert C. Patrick
Regional Administrator, Region VI

DATE: 5/17/09

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

BY: [Attachments Signature Page]
Frank J. Wilson
President & Chief Executive Officer

DATE: ___________________________

TEXAS STATE HISTORIC PRESERVATION OFFICER

BY: [Signature]
Mark Wolfe
Deputy State Historic Preservation Officer

DATE: 5/25/09
AMENDED 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 UNIVERSITY CORRIDOR FIXED GUIDEWAY PROJECT
IN HOUSTON, TEXAS
MARCH 2009

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY

By: __________________________
Name: __________________________
Title: President & CEO
Date: __________________________

ATTTEST:

By: __________________________
Name: __________________________
Title: Assistant Secretary
Date: __________________________

APPROVED AS TO FORM:

By: __________________________
Name: __________________________
Title: Senior Vice President/
General Counsel

APPROVED:

By: __________________________
Name: __________________________
Title: Vice President/
Chief Financial Officer
ATTACHMENT A
Attachment A

The University Corridor is an east-west project located near Downtown Houston. The proposed project extends approximately 11.3 miles east from the Hillcroft Transit Center to the Eastwood Transit Center within the City of Houston, Harris County, Texas. The proposed action is the implementation of high capacity transit service in the form of light rail transit (LRT) within the University Corridor. The LRT is generally proposed to be at grade in City of Houston street right-of-way and METRO-owned Westpark right-of-way with limited sections of elevated structure. The logical termini for the project are from Hillcroft Transit Center to the Eastwood Transit Center. Though planned as a part of an integrated transit system, the proposed project exhibits independent utility without the benefits of the implementation of other programmed fixed guideway service. The proposed project has independent utility because the project would function as a usable LRT line, does not require the implementation of other fixed guideway projects to operate, and would not restrict the consideration of alternatives for other foreseeable transportation improvements. The University Corridor could provide connections with the planned Southeast LRT Line, the METRORail Red Line, and the planned Uptown/Galleria LRT Line.
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The project area covers an 11.3-mile corridor near downtown Houston, from the University of Houston to the Uptown/Galleria area. The project area is bound by Calhoun Street on the east, Chimney Rock Road on the west, Westheimer Road on the north and Bissonnet Road on the south.

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The APE will include adjacent parcels of at-grade project activities, parcels within 200 feet of grade-separated locations, and one block in all directions surrounding station locations.
Appendix G
Revised LPA Correspondence
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August 29, 2008

Mr. Timothy Lidiak
Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Suite 8A36
Fort Worth, Texas 76102

RE: LPA revision for the University Corridor

Dear Mr. Lidiak,

I have enclosed a draft of the technical memorandum requested by you in your email dated August 5, 2008. This technical memorandum summarizes the anticipated impacts of the July 2008 alignment revision to the Locally Preferred Alternative (LPA) for the METRO University Corridor. This memorandum provides brief information on the project, potential environmental issues, public involvement, and associated public comments.

As you are aware, METRO is pursuing a very aggressive schedule to complete the necessary environmental documentation and achieve a Record of Decision. We would appreciate your assistance in prompt review and decision about the environmental documentation necessary for this change to be incorporated in the Final EIS. My staff stands by to respond to any comments quickly to keep the project on schedule.

Please feel free to call me at (713) 652-4365 if you have any questions.

Sincerely,

Kimberly Slaughter,
Associate Vice President of Planning/METRO

Cc: Robert Patrick, Regional Administrator, Region VI/FTA
    Brian Jackson, TPE-21, FTA Headquarters/FTA
    John Sedlak, Executive Vice President / METRO
    Bryan Pennington, Senior Vice President, Engineering & Construction / METRO
    John Haley, Vice President, infrastructure & Service Development / METRO
The purpose of this technical memorandum is to summarize the anticipated impacts of the July 2008 alignment revision to the Locally Preferred Alternative (LPA) for the METRO University Corridor. This memorandum provides brief information on the project, potential environmental issues, and public involvement and comments.

**Project Background**

Based on the analysis in the July 2007 University Corridor Draft Environmental Impact Statement (DEIS) and public and agency comments received on the document, the METRO Board of Directors selected a LPA technology and alignment in October 2007. The METRO Board of Directors selected the Light Rail Transit (LRT) Alternative with an alignment consisting of Richmond/Westpark (Cummins) on the west (Segments I and II) paired with a combination of Wheeler (Ennis/Alabama/University of Houston (UH)) and Wheeler (Ennis/Elgin/Eastwood Transit Center) in Segment III (see Figure 1). The LPA selected would result in the highest ridership and provide good service to the Hillcroft Transit Center, Houston Community College—West Loop Center, Greenway Plaza, the University of St. Thomas, Texas Southern University (TSU), Yates High School, Cuney Homes, the UH – Main Campus, and Eastwood Transit Center.

![Figure 1. October 2007 LPA](Image)
Since the adoption of the LPA at the end of the DEIS process, METRO has continued to meet and coordinate with stakeholders all along the alignment while the design was being advanced. Continuing dialogue with the stakeholders produced no changes to the LPA in Segments I and II.

Within Segment III, a particular area of community concern was the Wheeler Street alignment within the Washington Terrace neighborhood. Several members of this community expressed concerns about noise, access, safety, and parking impacts along Wheeler Street east of SH 288. This segment of Wheeler Street is predominately a single-family residential area.

In response to the concerns expressed by the Washington Terrace community, METRO convened a series of community workshops to develop and evaluate alternative alignments along side the previously adopted LPA. Invitations to participate in the workshops were extended to elected officials, area residents, local community leaders, Washington Terrace Civic Club leadership, the University of Houston, and Texas Southern University. METRO provided staff and consultant resources to address the concerns and issues expressed by the participants in the workshops.

A series of four workshops were conducted (June 24th, July 9th, July 17th, and July 22nd). The workshops typically lasted 2-3 hours. Opportunity was provided for all participants to air their issues and concerns. Workshop participants proposed alternative alignments and METRO staff and consultants developed technical information on the costs, ridership, and potential environmental impacts of those alternatives. The results of the analyses were brought back to the participants at the subsequent workshop for discussion and refinement of the alternatives under consideration. At the final workshop on July 22, 2008, the participants reached consensus on an alignment that the community judged would be preferable to the Wheeler Street alignment in the LPA.

In July 2008, at the request of staff that had been working with the Washington Terrace community, the METRO Board of Directors revised the LPA in Segment III of the alignment. Segments I and II of the LPA alignment (west of Wheeler Station) remained unchanged. The revised LPA alignment will continue from the existing Wheeler Station along Wheeler Street, to just east of SH 288, then turn north onto Hutchins Street, turn east onto Cleburne Street, turn north onto Dowling Street, and then turn east onto Alabama Street. The alignment then proceeds to the UH-Main Campus, and turns north onto Scott Street. Figure 2 shows the alignment adopted in October 2007 and the revised LPA alignment that was adopted in July 2008 as a result of community input.
Potential Environmental Issues
The July 2007 DEIS studied alignments along both Wheeler and Alabama Streets. The new section of the revised LPA alignment that was not covered in the DEIS is approximately 2,100 feet in length along Hutchins, Cleburne, and Dowling Streets. The section on Alabama Street between Dowling and Ennis was studied in the DEIS. (see Figure 2). Below is a summary of the potential environmental impacts anticipated for the new section of the LPA.

- Right-of-Way/Displacements: The revised LPA alignment has been adopted to reduce residential and commercial displacements. The alignment revision between Wheeler and Alabama Streets would require the partial acquisition of six parcels, five of which are vacant. The revised LPA alignment would not separate or isolate any community or neighborhood, nor disproportionately impact environmental justice or limited English proficient populations.
- Cultural Resources: The July 2008 LPA alignment would traverse the potential Third Ward Historic District, but would not impact any structures listed or eligible for listing on the National Register of Historic Places. The LPA uses street right-of-way to minimize property acquisitions. Of the six parcels from which right-of-way would be acquired, only one has a structure. This parcel was previously surveyed and was not found to be historic or contributing to a historic district. Historic surveys will be coordinated with the Texas Historical Commission (THC) and would be conducted prior to submittal of the FEIS.
- Noise and Vibration: The land use along Hutchins Street includes predominately vacant/undeveloped land with some single-family residences. Along Cleburne and Dowling Streets, the land uses include a mixture of single-family, commercial, and vacant land. It is
anticipated that noise and vibration impacts from the alignment shift would be similar to the impacts described in the July 2007 DEIS. A noise and vibration analysis will be included in the FEIS.

- Transportation Impacts: Hutchins and Cleburne Streets have 80 feet of right-of-way with one lane in each direction and allows for on-street parking. Dowling Street has 80 feet of right-of-way with two lanes in each direction and no on-street parking. It is estimated that the alignment shift will include five additional intersections that will require traffic signals. Hutchins, Cleburne, and Dowling Streets have lower traffic volumes than Wheeler and Alabama Streets; therefore, minimal to no traffic impacts are anticipated.

No parklands or water resources (floodplains or wetlands) would be impacted. Table 1 summarizes and compares impacts between the July 2008 LPA alignment and the Alabama Street and Wheeler Street alignments studied in the July 2007 DEIS.

<table>
<thead>
<tr>
<th>Table 1. Segment III (Main Street to Scott Street) – Summary of Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPA Approved</td>
</tr>
<tr>
<td>July 2008</td>
</tr>
<tr>
<td>Wheeler (Hutchins/Cleburne/Dowling/Alabama/UH) (LPA)</td>
</tr>
<tr>
<td>Wheeler (Ennis/Alabama/UH)*</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>Land Use</td>
</tr>
<tr>
<td>Compatible with Local Plans</td>
</tr>
<tr>
<td>Acres of Land Needed for Right-of-Way</td>
</tr>
<tr>
<td>Property Acquisition (Number of Parcels)</td>
</tr>
<tr>
<td>Businesses</td>
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<tr>
<td>Residential</td>
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<tr>
<td>Other (i.e., government, religious, vacant)</td>
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<tr>
<td>Total</td>
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<tr>
<td>Number of Displacements</td>
</tr>
<tr>
<td>Businesses</td>
</tr>
<tr>
<td>Residential</td>
</tr>
<tr>
<td>Other (i.e., government, religious)</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>Historic and Archeological Resources</td>
</tr>
<tr>
<td>Historical Sites Adversely Affected</td>
</tr>
<tr>
<td>Potential Historic Districts/Contributing Structures</td>
</tr>
<tr>
<td>Adversely Affected</td>
</tr>
<tr>
<td>Archeological Sites Adversely Affected</td>
</tr>
<tr>
<td>Biota and Habitat</td>
</tr>
<tr>
<td>Number of Trees Removed</td>
</tr>
<tr>
<td>Noise/Vibration</td>
</tr>
<tr>
<td>Residential Impacts</td>
</tr>
<tr>
<td>Length (miles)</td>
</tr>
<tr>
<td>Number of Stations</td>
</tr>
<tr>
<td>Ridership</td>
</tr>
<tr>
<td>Capital Cost</td>
</tr>
<tr>
<td>$200M</td>
</tr>
<tr>
<td>** Preliminary assessment, a detailed assessment will be included in the FEIS.</td>
</tr>
</tbody>
</table>

Public Involvement and Comments
The community overwhelmingly requested moving the alignment from Wheeler Street between SH 288 and Ennis Street. During the development of the revised LPA, METRO held 16 meetings with east side residents, stakeholders, and elected officials. This includes the four
workshops. The consensus at the end of the public involvement process was in support of the revised LPA.

**Conclusion**

Based on this information, the impacts of the revised LPA alignment shift are not expected to be unique or controversial. The impacts are at the level that can be adequately addressed in the FEIS, with no need for supplemental NEPA documentation. Your concurrence is requested that the proposed LPA revision be incorporated into the University Corridor FEIS.

Concur:

______________________________
Federal Transit Administration

______________________________
Date
October 22, 2008

Ms. Kim Slaughter
Associate Vice President of Planning
METRO
1900 Main Street
P.O. Box 61429
Houston, Texas 77208-1429

Re: University Corridor LPA Alignment Revision – Determination on NEPA Documentation

Dear Ms. Slaughter:

The Federal Transit Administration (FTA) Region VI Office has received your letter of August 29, 2008 requesting a determination regarding the level of environmental documentation required for the July 2008 alignment revision to the Locally Preferred Alternative (LPA) for the METRO University Corridor.

METRO published its Draft Environmental Impact Statement (DEIS) in July 2007. During the comment period, residents of the Washington Terrace neighborhood expressed concern regarding noise, access, safety, and parking impacts along Wheeler Street east of SH 288. In response to these concerns and through a series of community workshops and meetings (16 in total), neighborhood stakeholders and METRO reached consensus on an alignment that avoided the predominantly single-family residential area along Wheeler Street. The revised alignment proceeds from the existing Wheeler Station along Wheeler Street to just east of SH 288, then turns north onto Hutchins Street, turns east onto Cleburne Street, turns north onto Dowling Street, then turns east onto Alabama Street (and then proceeds to the UH – Main Campus where it rejoins the initial LPA alignment).

In response to METRO’s request for a determination related to the level of NEPA documentation for the LPA alignment revision, the Region VI Office reviewed photographic documentation of the revised alignment segments from an August 2008 field visit by Region VI staff and also reviewed METRO’s Technical Memorandum: University Corridor LPA Refinement (08/22/08) that provided a brief overview of the project, potential environmental issues, and public involvement efforts.
Based on a review of this documentation, FTA had concerns related specifically to noise impacts associated with the tight radius turns made by LRT vehicles at four locations along the alignment route. In response, METRO provided FTA with additional documentation related to noise analysis and its proposed measures for mitigating impacts from “wheel squeal” and other sources. This documentation included the following:

i) (Draft) Section 4.6 (Noise) from the Administrative Draft of the University Corridor FEIS (undated)
ii) Memorandum (10/13/08) to METRO from HMMH: “Response to FTA Comments on University Corridor Light Rail Project FEIS Noise and Vibration Sections”
iii) “Noise and Vibration Impact Assessment for the Houston METRO University Corridor (East Side) Light Rail Project”, PowerPoint presentation (10/21/08).

In addition to providing the noise analysis and a more detailed description of its proposed mitigation measures, METRO has made efforts to convey this information to the local community. These efforts include a Noise & Vibration Workshop which METRO hosted on October 21, 2008, at the Wheeler Avenue Baptist Church with residents and property owners on the east side of the University Corridor to discuss its noise and vibration analysis, impacts, and potential mitigation measures for the revised LPA alignment. Using a Soundscape Kiosk, METRO’s noise consultants (Harris Miller Miller & Hanson, Inc.) demonstrated the ambient sounds of the community — with and without the LRT, at various times of the day, from various distances, and in relationship to other common sounds in the area (i.e., bus, automobile, garbage truck, etc.). I understand that METRO also has a public hearing scheduled for November 6, 2008 to receive formal comments from all interested parties on the modifications to the eastern segment of the University Corridor LPA.

Based on our overall review of this supporting documentation, including the additional noise analysis and METRO’s proposed measures for mitigating noise impacts, FTA Region VI concurs that the impacts from the revised LPA alignment are not significantly different from the impacts evaluated in the DEIS and that the minor alignment change does not require a supplemental DEIS.

If you have any questions related to this matter, please feel free to contact Timothy Lidiak, Community Planner, at (817) 978-0559.

Sincerely,

Robert C. Patrick
Regional Administrator

cc: Mr. Frank Wilson, President/CEO, METRO
    Mr. Joseph Ossi, Environmental Specialist, FTA
    Mr. Brian Jackson, Community Planner, FTA